

Request for Application (RFA)



Office of the Executive Secretary
Supreme Court of Virginia

Issue Date: May 1st, 2026

Project Title: **District Court Mediation Program Coordination**

Issuing Agency:

Office of the Executive Secretary (OES)
100 N 9th Street, Third Floor
Richmond, VA 23219

Contact Information:

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Initial Period of Performance:

July 1, 2026 through June 30, 2027, with the potential of 2 renewal options.

Application Due Date: June 1st, 2026 by Midnight

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against an applicant because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, or any other basis prohibited by state law relating to discrimination in employment.

In compliance with this Request for Application (RFA) and all conditions imposed in this RFA, the undersigned individual or entity hereby offers and agrees to furnish all services, as mutually agreed upon by subsequent negotiation. The undersigned individual or entity hereby certifies all information provided below and in any schedule attached hereto is true, correct, and complete.

Name of Individual or Business Entity:

Address of Individual or Business Entity:

Contact First Name:

Contact Last Name:

Contact Title:

Signature: _____

Date: _____

1 DEFINITIONS

“Court Mediation Program” – A “court mediation program” refers to an implementation of either the General District Court Mediation Program (GDCMP) or the Custody, Visitation, and Support Mediation Program (CVSMP) in a specific jurisdiction.

- For example, a coordinator might coordinate the GDCMP and CVSMP in Scott County and Wise County. Scott County is served by the Scott General and Juvenile and Domestic Relations District Combined Courts, while Wise is served by the Wise/Norton General District Court and the Wise Juvenile and Domestic Relations Court. This coordinator would be coordinating four court mediation programs: the GDCMP in Scott Combined Courts; the GDCMP in Wise/Norton GDC; the CVSMP in Scott Combined Courts; and the CVSMP in Wise.

2 PURPOSE

The District Court Mediation Program Coordinator grant program awards contracts to vendors to assist Virginia’s District Courts with the coordination, management, and implementation of the General District Court Mediation Program (GDCMP) and the Custody, Visitation, and Support Mediation Program (CVSMP). The Office of the Executive Secretary of the Supreme Court of Virginia (OES) administers this program as part of its wider goal to expand access to alternative dispute resolution services across the Commonwealth.

3 BACKGROUND

In 2007, the Supreme Court of Virginia published the final report of the [Commission on Virginia’s Courts in the 21st Century: To Benefit All, to Exclude None](#), a futures commission convened by the Supreme Court of Virginia to make recommendations that would guide Virginia’s Judicial System. This report highlighted mediation and alternative dispute resolution for its potential to provide litigants with a cheaper, quicker alternative to the traditional adjudicatory approach, while allowing for creative outcomes with the potential to transform relationships between litigants. To expand alternative dispute resolution options to as many as litigants as possible, the Commission recommended:

“Increasing the number of cases referred to alternative dispute resolution orientation by the revitalized use of existing legislation and by providing the services of one or more alternative dispute resolution coordinators in each jurisdiction.”¹

To implement this recommendation, OES awards contracts with vendors to coordinate the GDCMP and the CVSMP in district courts. These coordinators assist local courts by taking on duties that

¹ [Commission on Virginia’s Courts in the 21st Century: To Benefit All, to Exclude None](#), Recommendation 3.5

might otherwise fall on already burdened clerks' offices, such as managing a roster of certified mediators, coordinating mediators' schedules, screening cases for their appropriateness for mediation, and more. Perhaps most importantly, a mediation coordinator serves as the liaison between a court, the court's mediators, OES, and the public; lending their expertise in local program practices and procedures to a variety of stakeholders. A detailed description of the roles and responsibilities can be found in SECTION 7: Scope of Work.

4 GENERAL APPLICATION INFORMATION

4.1 ELIGIBLE APPLICANTS

Applicants may be an individual or organization able to supply at least one mediator certified to conduct court-referred mediations in General District Court and/or Juvenile and Domestic Relations District Court, depending on the program(s) to be coordinated. Applicants must be able to produce a [Virginia Substitute W9 Form](#). An individual or entity may only submit a single application, however a single application may request to coordinate any number of court mediation programs.

Preference will be given to non-profits specializing in mediation and conflict resolution, and to applicants with previous experience as coordinator of one or more mediation programs.

4.2 FUNDING

Funding for this program is limited and will be divided according to anticipated relative workload. Anticipated workload will be calculated by formula, using historical trends in the volume of court filings and mediation invoices, as well as information supplied by the applicant and the courts to be coordinated. The minimum award will be \$5,000, and the maximum award will be \$40,000. Details about the formula are available in APPENDIX X.

4.3 PERIOD OF PERFORMANCE

The initial period of performance for contracts that result from this RFA will begin July 1st, 2026 and end June 30th, 2027, with one option to renew.

4.4 TIMELINE

Applications should be submitted no later than 11:59PM EST on June 1st, 2026. Applications received after the due date may not be considered.

Activity	Target Completion Date
Applications Due	June 1 st , 2026
Estimated Date of Award	June 18 th , 2026
Contract period begins	July 1 st , 2026

5 APPLICATION PREPARATION AND SUBMISSION INSTRUCTIONS

- A. Applications must be signed by an authorized representative of the applicant. All information requested should be submitted. Failure to submit all the information requested may result in requesting prompt submission of the missing information and/or giving a lowered evaluation of the application.
- B. Applicants should submit a complete response to this RFA no later than the due date and time shown referenced on the cover page. Any responses received after the submission date may not be considered.
- C. Applications should be submitted via email to the contacts noted on Page One, or mail to:
Dispute Resolution Services
100 N 9th St, Third Floor
Richmond, Virginia 23219
- D. Each application must include at least one Coordinator Responsibilities Form (ATTACHMENT B) for each court whose mediation programs the Applicant intends to coordinate. Only mediation programs for which a Coordinator Responsibilities Form is signed by the Applicant and an authorized representative of the court will be considered.

6 APPLICATION CONTENT AND REQUIRED FORMS

6.1 RFA COVER PAGE

The RFA Cover Page (the first page of this RFA) must be completed and signed by the Applicant, or their authorized representative.

6.2 MEDIATION COORDINATOR APPLICATION FORM

The Mediation Coordinator Application Form (ATTACHMENT A) must be completed and attached to the application.

6.3 COORDINATOR RESPONSIBILITIES FORM (ONE PER PROGRAM)

The application must include a Coordinator Responsibilities Form (ATTACHMENT B) for each court mediation program that will be coordinated. Each form must be signed and initialed by the Applicant and the Clerk of Court, a sitting Judge, or the Chief Judge of the court.

6.4 VIRGINIA W-9 FORM

The application must include a completed [Virginia W-9](#) form indicating address for remittance. The address on the W-9 should match the address on the RFA Cover Page.

7 SCOPE OF WORK

This RFA calls for applicants 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 following jurisdictions for which coordination services are provided by the court or locality without OES involvement; small claims cases in Fairfax County General District Court and the Juvenile and Domestic Relations District Courts in the City of Richmond, Chesterfield County, Colonial Heights, Fairfax County, and Henrico County. If offered a contract by SCVOES-DRS, the Applicant shall perform the roles and duties of a mediation coordinator in each contracted court, as described below.

7.1 MEDIATION COORDINATOR ROLES

A. Liaison

The Mediation Coordinator (Coordinator) is the manager of a court's mediation program. As such, they are the liaison between court staff (such as judges, clerks, the CSU, and interpreters), mediators, OES, and the public.

B. Scheduling

The Coordinator is responsible for ensuring that all parties referred by the court have access to a free dispute resolution orientation session. The Coordinator must also ensure that parties that who are a good fit for mediation have access to a court-referred mediation should they wish to continue with mediation after the orientation session.

C. Quality Control

The Coordinator must ensure that court-referred alternative dispute resolution (ADR) services provided through court-referred ADR programs are of high quality through managing court mediator rosters, enforcing program policies, troubleshooting issues, and ensuring relevant ethical standards adopted by the Judicial Council of Virginia are met.

D. Reporting

The Coordinator collects information relating to the mediation program to provide reports to OES.

7.2 COORDINATOR RESPONSIBILITIES

The roles stated in the previous section require certain responsibilities of the Coordinator. The Coordinator shall fulfill the following applicable duties in all courts which they coordinate. These responsibilities are explained further in ATTACHMENT A: MEDIATION COORDINATOR APPLICATION FORM.

- A. The Coordinator must work together with the court and OES to devise and maintain the procedures and policies for mediation, and they must be available to answer questions about these policies from mediators, parties, and the public.
- B. The Coordinator is responsible for ensuring that all parties referred by the court have access to a free dispute resolution orientation session, and that parties who are a good fit for mediation have access to court-referred mediation should the parties wish to mediate.

- C. The Coordinator must maintain a roster of certified mediators that meet qualification requirements established with the court.
- D. At least once per year, the Coordinator is expected to meet with mediators to disseminate program policies and updates.

7.3 MEDIATION PROGRAM OPTIONS

For each coordinated court, the court and the Coordinator must agree on which referral methods and program options will be implemented. The options selected will impact the Coordinator’s contract award. The extent of that impact is determined by the options and by historical trends of mediation invoice volume. These options are explained further in ATTACHMENT B: COORDINATOR RESPONSIBILITIES FORM.

A. Day of Trial Mediation (“Court-Sitting”) Referrals

Some courts may request that a mediator be physically present in court on certain days per month to mediate cases that are scheduled for trial that day.

1. Review Daily Docket for Appropriate Cases

Prerequisite: Day of Trial Mediation Referrals

B. Pre-trial Mediation Referrals

In some courts, parties are referred to mediation prior to their trial date. In such programs, coordinators must ensure that there are mediators available to mediate the cases referred from court.

1. Pre-trial Outbound Communication

Prerequisite: Pre-trial Mediation Referrals.

2. Remote Mediation

Prerequisite: Pre-trial Mediation Referrals

3. Identify Appropriate Cases Pre-Mediation

Prerequisite: Pre-trial Mediation Referrals

C. Prepare Orders of Referral for Judges

D. Maintain Mediation-related Documents

E. Invoice and Mediation Data Review

8 EVALUATION AND AWARD CRITERIA

Selection shall be made of two or more Applicants deemed to be fully qualified and best suited based on the content of their application and associated documents, and their capacity to operate in alignment with OES standards. Interviews and negotiations may be conducted with the Applicants so selected. OES shall make a final selection of the Applicant that, in its opinion, has made the best proposal, and shall award the contract to that Applicant.

OES reserves the right to make multiple awards as a result of this solicitation; however, only one award will be made for each court mediation program. OES may cancel this Request for Applications or reject applications at any time prior to an award, and is not required to state the reasons for its decision. Should OES determine in writing and in its sole discretion that only one Applicant is fully qualified, or that one Applicant is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Applicant. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Application as negotiated.

9 GENERAL TERMS AND CONDITIONS

9.1 VENDORS 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 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the [Vendors Manual here](#).

9.2 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 agency and the selected applicant (service provider) 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 service provider shall comply with all applicable federal, state and local laws, rules and regulations.

9.3 ANTI-DISCRIMINATION

By submitting their application, the service provider certifies to the OES 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 provisions in 1. and 2. below apply:

1. During the performance of the contract, the service provider agrees as follows:

- a. The service provider 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 service provider. The service provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The service provider, in all solicitations or advertisements for employees placed by or on behalf of the service provider, will state that such service provider 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 the requirements of this section.
 - d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Service provider violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
2. The service provider will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

9.4 ETHICS IN PUBLIC CONTRACTING

By submitting their application, the service provider certifies that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other service provider, 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.

9.5 IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written contract with OES, the Service provider certifies that the Service provider does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986

9.6 DEBARMENT STATUS

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

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non – debarred vendor will be debarred for the same period as the debarred vendor.

9.7 PAYMENT

A. TO PRIME SERVICE PROVIDER:

- i) Invoices for services rendered shall be submitted by the service provider directly to the payment address shown on the contract. All invoices shall show the state contract number; social security number (for individual service providers) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- ii) 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.
- iii) All services provided under the contract, that are to be paid for with public funds, shall be billed by the service provider at the contract price.
- iv) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail.
- v) **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 cases, service providers 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 resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the service provider of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.,. 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).

9.8 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 to 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.

9.9 QUALIFICATIONS OF SERVICE PROVIDERS

OES may make such reasonable investigations as deemed proper and necessary to determine the

ability of the service provider to perform the services and the service provider shall furnish to OES all such information and data for this purpose as may be requested. OES reserves the right to inspect service provider's physical facilities prior to award to satisfy questions regarding the service provider's capabilities. OES further reserves the right to reject any application if the evidence submitted by, or investigations of, such service provider fails to satisfy OES that such service provider is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

9.10 TESTING AND INSPECTION

OES reserves the right to conduct any test/inspection it may deem advisable to assure the services conform to the specifications.

9.11 ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the service provider in whole or in.

9.12 CHANGES TO THE CONTRACT

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

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional services to be provided shall be of a sort that is ancillary to the contract services, or within the same broad service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from modifications shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. OES may order changes within the general scope of the contract at any time by written notice to the service provider. Changes within the scope of the contract include, but are not limited to, things such as services to be performed and the place where services are to be performed. The service provider shall comply with the notice upon receipt, unless the service provider intends to claim an adjustment to compensation, schedule or other contractual impact that would be caused by complying with such notice, in which case the service provider shall, in writing, promptly notify OES of the adjustment to be sought, and before proceeding to comply with the notice, shall await OES's written decision affirming, modifying, or revoking the prior written notice. If OES decides to issue a notice that requires an adjustment to compensation, the service provider shall be compensated for any additional costs incurred because of such order and shall give OES a credit for any savings. Said compensation shall be determined by one of the following methods:
3. By mutual agreement between the parties in writing; or
 - a. 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 service provider accounts for the number of units of work performed, subject to OES's right to audit the service provider's records and/or to determine the correct number of units independently; or
 - b. By ordering the service provider 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 service provider shall present OES with all vouchers and records of expenses incurred and savings realized.

OES shall have the right to audit the records of the service provider 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 OES within thirty (30) days from the date of receipt of the written order from OES. 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 the contract shall excuse the service provider from promptly complying with the changes ordered by OES or with the performance of the contract generally.

9.13 DEFAULT

In case of failure to deliver services in accordance with the contract terms and conditions, OES, after due oral or written notice, may procure them from other sources and hold the service provider responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which OES may have.

9.14 DRUG-FREE WORKPLACE

During the performance of the contract, the service provider agrees to (i) provide a drug-free workplace for the service provider'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 service provider's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the service provider that the service provider maintains a drug-free workplace.

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 service provider, 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.

9.15 NONDISCRIMINATION OF SERVICE PROVIDERS

An applicant, or service provider 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, any other basis prohibited by state law relating to discrimination in employment or because the applicant or service provider employs ex-offenders unless OES has made a written determination that employing ex-offenders on the specific contract is not in its best interest.

9.16 AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that OES shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this

agreement.

10 SPECIAL TERMS AND CONDITIONS

10.1 RECORD-KEEPING REQUIREMENTS

Service providers 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 Service provider, information about the following should be maintained and shared with OES on a quarterly basis:

1. The name and certification number of each mediator to whom cases were allocated.
2. If any court utilizes the pre-trial mediation referral method, the number of cases referred to each mediator per court.
3. If any court utilizes the court-sitting mediation referral method, the number of days each mediator spent court-sitting in each court.
4. All data requested on the coordinator's monthly invoice form.
5. Any such other relevant and readily accessible information as OES may reasonably request.

Submitting OES's reporting instrument COORDINATOR QUARTERLY REPORT shall satisfy items 1, 2, and 3. This quarterly report shall be due seven business days following the final day of September, December, March, and June of the contract year. The report must be submitted electronically, using instructions provided by OES.

10.2 AUDIT

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

10.3 METHOD OF PAYMENT

The Service provider will be paid monthly in arrears upon submission of the emailed coordinator's monthly invoice form, completed and signed by Service provider's representative. All invoices shall be forwarded directly to the Office of the Executive Secretary, Supreme Court of Virginia, 100 N. Ninth Street, 3rd Floor, Richmond, Virginia 23219, or emailed to drspayments@vacourts.gov. The Service provider is responsible for ensuring the security and confidentiality of payment-related emails.

10.4 CANCELLATION OF CONTRACT

OES reserves the right to cancel and terminate this contract, in part or in whole, without penalty, upon 15 days written notice to the Service provider. Any contract cancellation notice shall not relieve the Service provider of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

10.5 ADVERTISING:

In the event a contract is awarded for services, no indication of such services to OES will be used in product literature or advertising without the consent of OES. The Service provider shall not state in any of its advertising or product literature that the OES or any of its Departments or Divisions has purchased or uses its products or services, and the Service provider shall not include OES or any of its Departments or Divisions in any client list in advertising and promotional materials.

10.6 SUBCONTRACTS

No portion of the work shall be subcontracted.

10.7 SERVICE PROVIDER AS INDEPENDENT CONTRACTOR

During the performance of this contract, the Service provider, and Service provider's employees, will be regarded as an independent contractor and not as an agent or employee of OES, the Supreme Court of Virginia or of the court served through any resulting contract. The Service provider shall be responsible for all Service provider 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.

10.8 WAIVER OF TERMS OF CONTRACT

No waiver of a breach or default of any clause of the contract shall be deemed to constitute a waiver of any subsequent breach or default of the terms. The failure of OES at any time to insist upon strict performance of any of the terms or covenants of this 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 the contract at any time.

10.9 PRICE CURRENCY

Unless stated otherwise, prices are in US dollars.

10.10 RENEWAL OF CONTRACT

The Contract may be renewed by OES upon written agreement of both parties for two successive one-year periods, under the terms and conditions of the original contract. Written notice of OES's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.