



# REQUEST FOR PROPOSAL

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*SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO*

**REGARDING:**

**COMMUNITY DISPUTE RESOLUTION PROGRAM**

**PROPOSALS DUE:**

**June, 23rd, 2025 NO LATER THAN 4:00 P.M. PACIFIC TIME**

RFP Number	Title	Issued	Due Date and Time
25-R001	Community Dispute Resolution Program	May 22 <sup>nd</sup> , 2025	June 23 <sup>rd</sup> , 2025 @ 4:00pm PST
<b>Program Manager</b> Tanya Both		<b>Contact Information</b> procurement@sanmateocourt.org	
<b>Contract Officer</b> Cesia Velazquez Berg			

**Proposer's Information:**

Firm Address	
TIN	
Phone	
Email	

In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, at the price set, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by the court the items or services offered and accompanying attachments shall constitute a contract.

**Vendor's Legally Authorized Representative:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 1. BACKGROUND INFORMATION

In 1986 the California Legislature recognized that the resolution of many disputes within the framework of formal court proceedings can be unnecessarily costly, time-consuming, and complex. They found that adoption and support of community dispute resolution programs would encourage greater use of alternatives to the courts, such as mediation, conciliation and arbitration, and that these alternatives would provide more effective and efficient resolution of disputes between neighbors, some domestic disputes, consumer-merchant disputes, and other kinds of disputes in which the parties may have continuing relationships. The Legislature further encouraged the use of local resources, including trained volunteers reflective of the diversity of the community, to achieve more accessible, cost-effective resolutions of disputes.

The Superior Court of California, County of San Mateo ("Court"), has been, and continues as the designee agent within the County of San Mateo issuing this RFP and providing oversight for the approved contractor designated to operate the Dispute Resolution Program funded in the County of San Mateo in accordance with California Business and Professions Code sections 467.2 through 471.5.

## 2. DESCRIPTION OF SERVICES AND DELIVERABLES

A. The Court seeks the services of a qualified nonpartisan nonprofit or governmental entity with expertise to provide dispute resolution services within the County of San Mateo as defined in California Business and Professions Code section 466 (a) for an initial 24-month period ("Initial Term"); the awarded agreement(s) will include one or more options to extend through June 30<sup>th</sup>, 2033, ("Option Term"). The successful applicant will meet each of the eligibility requirements for a funded program as outlined in California Business and Professions Code section 467.2.

B. The successful proposer will:

i. Provide one or more of the following services:

Table 2.1		
Project Name ("Project" or "Projects")	Project Description	Information to be provided in Proposal
<b>3. CDRP</b>	A comprehensive community dispute resolution program (hereafter <b>CDRP</b> ) within the County of San Mateo that provides accessible and affordable, sliding scale and no cost mediation (for indigents), conciliation, and consultation services to the residents of the County which are designed to assist parties in resolving disputes without the necessity of formal judicial proceedings.	A detailed plan to encourage and generate referrals to the CDRP from cities within the county, prosecuting authorities, private defenders, law enforcement agencies, administrative agencies, and public and private community service agencies and/or partners. (please include a list of the civic groups, social services agencies, governmental entities and justice system agencies available to accept and make referrals to the proposer).
<b>2. FLDRP</b>	A targeted family law centered community dispute resolution	Information about the expertise and experience of the person(s) who would

	program (hereafter <b>FLDRP</b> ) within the County of San Mateo that provides accessible and affordable, sliding scale and no cost mediation (for indigents), conciliation, and consultation services to the residents of the County which are designed to assist parties in resolving disputes without the necessity of formal judicial proceedings.	conduct the mediation, conciliation, and consultation services. It is strongly preferred that the person(s) providing these services be experienced family law Attorney(s).
<b>3. JJDRP</b>	A targeted juvenile justice community dispute resolution program (hereafter) within the County of San Mateo that provides no cost case development or mediation to resident minors identified by the Court as in need of said services. In the calendar year 2024 this entailed outreach to 171 minors.	Information about the expertise and experience of the person(s) who would conduct the mediation, conciliation, and consultation services. It is strongly preferred that the person(s) providing these services be knowledgeable about the juvenile justice system, developmental needs of these minors, and restorative justice practices.

- ii. Ensure that a minimum of 51% of the estimated budget for the grant period of any program, project or entity shall be dedicated for the provision of dispute resolution services as described herein.
- iii. Work closely and collaboratively with assigned Court managers and staff to ensure that the program augments, supports, and does not conflict with, existing or planned dispute resolution programs operated within and/or by the court.
- iv. Promote and provide education for communities within the County about the availability and benefits of alternative dispute resolution techniques and opportunities.
- v. Provide a detailed plan for:
  - a. Ensuring disputants can successfully create written or oral agreements;
  - b. Ensuring disputants understand their participation is voluntary and confidential;
  - c. Ensuring disputants understand the dispute resolution process and procedures and whether their agreements are binding or enforceable;
  - d. Ensuring disputants understand that they may be accompanied by an attorney and to what extent, if any, the attorney's participation may be limited under the policies of the program;
- vi. Provide detailed information and a description of:
  - a. the proposer's organizational structure,
  - b. the proposed community area of service, the service population, and the number of people the applicant will have the capacity to serve on an annual basis,
  - c. the types of disputes to be handled, the types of dispute resolution services to be offered, and any restrictions to be imposed by the program,
  - d. a description of any fee schedule to be used,
  - e. an estimated budget for the grant period,

- f. existing dispute resolution services and facilities within San Mateo County,
- g. demonstrated efforts for how awarded funds will be leveraged, coordinated or consolidated with other local, state, or federal similarly targeted funds.
- vii. Provide a detailed explanation of the methods to be used for selecting and training mediators and other facilitators used in the dispute resolution process.
- viii. Provide a detailed description of your plan to conduct follow-up surveys and evaluations of participating disputants.

### 3. TIMELINE FOR THIS RFP

The Court has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the Court.

Table 3.1	
EVENT	DATE
RFP issued	May 22 <sup>nd</sup> , 2025
Deadline for questions	June 2 <sup>nd</sup> , 2025
Questions and answers posted	June 9 <sup>th</sup> , 2025
Latest date and time proposal may be submitted	June 23 <sup>rd</sup> , 2025
Anticipated interview dates ( <i>estimate only</i> )	June 24 <sup>th</sup> - June 27 <sup>th</sup> ,2025
Evaluation of proposals ( <i>estimate only</i> )	June 30 <sup>th</sup> – July 3 <sup>rd</sup> , 2025
Notice of Intent to Award ( <i>estimate only</i> )	July 7 <sup>th</sup> , 2025
Negotiations and execution of contract ( <i>estimate only</i> )	July 8 <sup>th</sup> – July 11 <sup>th</sup> , 2025
Contract start date ( <i>estimate only</i> )	Mid July , 2025
Contract end date ( <i>estimate only</i> )	June 30, 2027

#### 4. RFP ATTACHMENTS

The following attachments are included as part of this RFP:

<b>Table 4.1</b>	
<b>ATTACHMENT</b>	<b>DESCRIPTION</b>
Attachment 1: Administrative Rules Governing RFPs(Non-IT Services)	These rules govern this solicitation.
Attachment 2: Court Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign: this Court Standard Form agreement (the “Terms and Conditions”).
Attachment 3: Proposer’s Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6: Unruh and FEHA Certification	The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
Attachment 7: Payee Data Record Form	This form contains information the Court requires in order to process payments and must be submitted with the proposal.

#### 5. PAYMENT INFORMATION

- A. Detailed payment information is included in Appendix B of the sample contract included as Attachment 2.
- B. Contractor shall submit quarterly invoices for services performed the previous quarter. Invoices must be accompanied by quarterly reports including agreed upon statistics and deliverables as detailed in the contract. An invoice shall contain a detail of services rendered, the Court’s contract number, and be signed by the contractor. After receipt of an invoice, Court will review the services performed before approving the invoice for payment, or provide contractor with specific reasons why any payment is being withheld and inform contractor of remedial actions required in order for contractor to receive the amount withheld.
- C. No expenses, including travel expenses, will be reimbursed by the Court.
- D. This project budget may be limited. The minimum funding is based on filing fees collected (California Business and Professions Code § 470.5) and may be augmented at the Court’s sole discretion.

## 6. SUBMISSIONS OF PROPOSALS

- A. Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed in conformity to the RFP’s instructions and requirements, and completeness and clarity of content.
- B. Proposer will submit one proposal per Project. Attachments from Table 4.1 shall be submitted once per Proposer.
- C. The Proposer must submit its proposal in two parts, the technical proposal and the cost proposal.
- i. The Proposer must submit **one (1) original and three (2) copies** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The original technical proposal (and the copies thereof) must be submitted to the Court in a single sealed envelope, separate from the cost proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.
  - ii. The Proposer must submit **one (1) original and three (2) copies** of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the Court in a single sealed envelope, separate from the technical proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.
  - iii. The Proposer must submit an electronic version of the entire proposal as a ZIP File to the email address below. The files must be in PDF, Word, or Excel formats.
- D. Proposals must be delivered by the date and time listed on the coversheet of this RFP to:
- Superior Court of California, County of San Mateo**  
**Attn: Cesia Velazquez Berg**  
**400 County Center, 4<sup>th</sup> Floor Redwood City, CA 94063**  
[procurement@sanmateocourt.org](mailto:procurement@sanmateocourt.org)
- E. Late proposals will not be accepted.
- F. **Only written proposals will be accepted.** Proposals must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Proposals may not be transmitted exclusively by email.

## 7. PROPOSAL CONTENTS

A. **Technical Proposal.** The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive.

- i. The Proposer's name, address, telephone and fax numbers, and federal tax identification number. Note that if the Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- ii. Name, title, address, telephone number, and email address of the individual who will act as the Proposer's designated representative for purposes of this RFP.
- iii. Relevant individuals: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.
- iv. Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has conducted similar services. The Court may check references listed by the Proposer.
- v. Letters of support from community organizations, legal system representatives, administrative agencies, or other appropriate public service organizations in the proposed area of service, which shall include their respective willingness to make referrals to the proposer.
- vi. List of current board members.
- vii. Current organizational structure
- viii. Proposed method to complete the work, including:
  - a. Provide a detailed plan for maintaining data and statistical records necessary to submit quarterly reports including, but not limited to, the program operating budget; number of referrals; categories or types of cases referred to the program; the number of persons served by the program; the number of disputes resolved; the nature of the disputes resolved; rates of compliance, success and/or completion of agreements; the number of persons utilizing the process more than once; the nature, duration of, and the estimated costs of the dispute resolution process conducted, i.e. mediations, conciliations etc.; and additional data as otherwise requested by the Court.
  - b. Provide a detailed plan for submitting an annual report by an independent accountant that describes and assesses the proposer's fiscal practices and status.
  - c. Describe how you will provide annually, or within ninety days of the close of each grant period, a final reconciliation of actual revenues and expenses compared to the estimated budget for the grant period.
  - d. Provide a detailed description of your plan to conduct follow-up surveys annually, or more frequently, of disputants who have used their dispute resolution services for evaluation of (a) the dispute resolution services provided, (b) the fairness or adequacy of the agreement, (c) any particular difficulties experienced by the disputant in carrying out and obtaining compliance with the agreement, (d) the disputant's willingness to use the CDRP services in the future, and (e) the disputant's willingness to recommend the CDRP services to others who are involved in disputes.
  - e. Provide a detailed plan for selecting and training mediators and other facilitators used in the dispute resolution process.
- ix. Acceptance of the Terms and Conditions.
  - a. On Attachment 3, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.



- b. If exceptions are identified, the Proposer must also submit (i) a red- lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.
- x. Certifications, Attachments, and other requirements.
  - a. The Proposer must complete the attachments listed in Table 4.1.

**B. Cost Proposal.** The following information must be included in the cost proposal.

- i. A detailed line-item budget showing total cost of the proposed services, demonstrating that a minimum of 51% of the estimated budget for the grant period of any program, project or entity shall be dedicated for the provision of dispute resolution services as described herein.
- ii. A fee schedule.
- iii. A full explanation of all budget line items in a narrative entitled “Budget Justification.”
- iv. A “not to exceed” total for all work and expenses payable under the contract, if awarded.

**NOTE:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

**8. OFFER PERIOD**

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

**9. EVALUATION OF PROPOSALS**

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.

The Court will evaluate the proposals on a 100 point scale using the criteria set forth in the table below. Each Project will be evaluated individually. Award, if made, will be to the highest-scored proposal.

Table 9.1			
CRITERION	MAXIMUM NUMBER OF POINTS		
	CDRP	FLDRP	JJDRP
Detail and quality of work plan submitted	30	30	30
Staff expertise and experience on similar assignments	30	30	30
Cost	30	30	30

Acceptance of the Terms and Conditions <sup>1</sup>	5		
Ability to meet timeframe requirements	5	5	5

If a contract will be awarded, the Court will post an intent to award notice at [www.sanmateocourt.org](http://www.sanmateocourt.org).

## 10. INTERVIEWS

The Court may at its sole option conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Court's offices. The Court will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The Court will notify eligible Proposers regarding interview arrangements.

## 11. CONFIDENTIAL OR PROPRIETARY INFORMATION

### **PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE**

**10.500 OF THE CALIFORNIA RULES OF COURT.** The Court will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked "confidential," "proprietary," or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Court's right to disclose information in the proposal, or (b) requiring the Court to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

## 13. DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

The Court has waived the DVBE incentive in this solicitation.

## 14. PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see [www.courts.ca.gov/documents/jbcl-manual.pdf](http://www.courts.ca.gov/documents/jbcl-manual.pdf)). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is the proposal due date. Protests must be sent to:

Superior Court of California, County of San Mateo  
Attn: Steven Chang, Finance Division,  
400 County Center, 4<sup>th</sup> Floor Redwood City, CA 94063

<sup>1</sup> On completed set of Attachments shall be counted as 5 points per project