

Judge Barry T. LaBarbera
Presiding Judge



Michael Powell
Court Executive Officer

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO

Invitation for Bid
Alternative Dispute Resolution

Bid Data

Bid Number: 2016-001
Court Contact: Kim Martin

Issue Date: April 13, 2016

Bid Due Date

Time and Date: 5:00pm PST, **May 13, 2016**
Location: San Luis Obispo, California

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Sealed written Responses must be reviewed by Purchasing no later than the date, time, and location indicated above for the Bid Opening.

Note: This Bid does not constitute an order for the services specified.

Introduction

The Superior Court of California, County of San Luis Obispo, administers the Alternative Dispute Resolution Programs Special Fund for the County of San Luis Obispo.

This Request for Bid (RFB) solicits applications from the eligible public or private (non-partisan, non-profit) corporations or government entities that will provide contracted, dispute resolution services in San Luis Obispo County from **July 1, 2016 – June 30, 2018**. All bids to this solicitation must include specific required information and must be filed as an original and three (3) copies at the below address, no later than 5:00pm PST, on **May 13, 2016**.

The funding available for entities that submit qualifying proposals is currently accruing at the rate of approximately \$50,000 annually. The Court reserves the option to extend funding for contracts for additional periods beyond **June 30, 2018**. The Court is not obligated to fund the awarded amount in any subsequent fiscal year, nor is it required to allocate all of its annual revenues. Per California Business and Professions Code (BPC) Section 470.2, the Courts funding shall not exceed 50% of the approved estimated cost of the program. Therefore, acceptable bids will require a 50% matching basis, whereby the services provided by the project are supported at 50% of the total project cost. Matching funding sources may include private contributions, limited qualifying service fees charged for services, qualifying volunteer services, and other “in kind” contributions.

The successful applicant must emphasize conflict management/dispute resolution training of community members, community-based volunteer mediation and community education/outreach. The successful applicant will perpetuate low cost, informal dispute resolution training and services to county residents where there are few meaningful options to maintain community peace. Individuals who participate in training may also have the opportunity to participate as neutrals. Early intervention is preferred to intervention after a dispute has resulted in a formal case filed with the Superior Court.

Funding Priorities and Preferences

It is the goal of the Superior Court of San Luis Obispo when awarding Dispute Resolution Programs Act (DRPA) funds, to promote the use of conflict management and dispute resolution skills throughout the county. The priorities for the disbursement of DRPA funds in San Luis Obispo County, and for services provided by contracting DRPA service providers, are as follows:

1. Providing low-cost dispute resolution services at the earliest possible point in conflicts, to increase community peace and to minimize the destructive potential of disputes; developing, maintaining, and managing a trained resource group of community volunteers for this purpose. Early intervention shall be encouraged by systematic outreach to public and private service agencies that typically encounter disputes. Disputes that are resolved as early as possible minimize the cost to the community in time, resources, and community cohesion. Accordingly, contractors shall take all reasonable steps to promote the use of the DRPA-funded services before the disputes consume substantial resources from other entities, including public agencies and private organizations. An emphasis shall be placed on minimizing the costs of individual DRPA mediations, which shall not exceed the cost for similar services available elsewhere in the county and state.
2. Providing early, effective, low cost dispute resolution services to individuals, business groups, public agencies and other organizations, for settlement of cases already filed in the Courts.

3. Promoting and advocating the use of early and cost-effective dispute resolution services. Contractor shall maintain an ongoing public relations and information effort to promote its services and resources. These public relations efforts may include newspaper, radio, television, and social media as well as written brochures and handouts. A best practice is the development of relationships with public agencies and private organizations who may then refer conflicts for mediation. Suggested agencies include: government agencies and functions of animal control, police, sheriff, county planning, city, and county attorneys, and public schools; and private organizations such as bar and trade associations, industry, employers and employee groups, civic service clubs, and community advocacy organizations; as well as any and all other public or private organizations that interact with citizens having potential conflicts that might be best resolved with community involvement.

Services are to be provided on a countywide basis including all Small Claims court locations. Proposed services must meet all requirements of the Dispute Resolution Programs Act (DRPA), as set forth in California BPC Section 465 et seq., and in Title 16, Division 36 of the California Code of Regulations. To be considered for funding, applicants are required to obtain current copies of these controlling statutes and regulations, to read and understand all requirements therein, and to certify in their application bid that they have done so.

Submit to Bid

Superior Court of California, County of San Luis Obispo
Attn: Kim Martin, Civil Department Head
1035 Palm Street, Room 385
San Luis Obispo, CA. 93408

Three (3) complete copies in a single sealed bid envelope, clearly marked on the outside with your company name and return address, bid number, and the due date and time.

Background and Authority

The Dispute Resolution Programs Act of 1986 (DRPA) as set forth in the California Business and Professions Code Section 465 et seq., provides for the establishment and funding of local community ADR Programs. The purpose of the Act is to reduce the economic and personal costs of dispute resolution to individuals and to the public by encouraging the establishment and use of local dispute resolution services as alternatives to formal, adversarial court proceedings. The Act authorizes participating counties to set aside a portion of certain court filing fees for this purpose. The San Luis Obispo County Board of Supervisors has adopted a resolution approving the County's participation, and has delegated the management and administration of this program to the Superior Court.

All projects funded will be adopted under the provisions of DRPA and pursuant to the California Code of Regulations, Title 16, Chapter 36, and each is hereby incorporated in this RFB.

Goals and Objectives

CONFLICT RESOLUTION SERVICES

Provide countywide, community-based, conflict resolution services, including:

1. Maintenance of Contractor offices within San Luis Obispo County. Availability of these services, countywide, is essential to continued funding. Contractor shall have regular business hours Monday through Friday during which time telephone inquiries shall be answered by staff or volunteers. Voicemail service shall be maintained after hours, and during those times when staff is not available. Mediation sessions may take place during the day, evening, or weekend. Scheduling to be determined by availability of parties, mediators, and space.
2. An intake and case development process for information, case review and referral or recommendation of the most appropriate dispute resolution process, providing: (1) referral of those cases not appropriate for these dispute resolution services to an appropriate resource, (2) conflict coaching services to one or more than one party to assist in self-resolution of the dispute, and (3) face-to-face, multi-party, community mediation.
3. Mediations conducted by trained mediators from a panel of volunteers and staff who are also members of the San Luis Obispo County community. Training shall include all requirements outlined by the California Dispute Resolution Programs Act, as well as certification as a Community Mediator by a training program in accordance with the Model Standards for Mediation Certification Programs adopted in 2011 by the Association of Conflict Resolution. This includes continuing education requirements per Standard 23.
4. Maintenance of a Small Claims Mediation Program available to clients referred by the Court at no cost to them. The following services shall be developed and administered by the Contractor as part of this program:
 - a. *Basic Information:* Contractor shall supply the Court clerk with mediation information to be distributed with small claims filing packets. Defendants receive the same mediation information when the Court serves the defendant through certified mail.
 - b. *Courtroom Presentation:* On the day of court at each Small Claims branch, a mediator from the Contractor shall provide a brief presentation to all parties in the courtroom to describe the process of mediation, answer any questions about said process, and offer mediation as a resolution option.
 - c. *Information and Referral:* A specialist provided by the Contractor will be available by telephone to assist Court users who have specific questions relating to a conflict. In most cases, court users who have filed a case at the small claims court should be called in advance of their hearing date to be notified of their option of mediation. Through this conversation the Court user may clarify issues of concern, be given specific information about common practices related to their specific dispute, and receive a referral to an appropriate agency or resource if necessary.
 - d. *Conflict Coaching:* A specialist provided by the Contractor will be available to assist callers to think through the conflict situation, de-escalate feelings, clarify the issues and interests of the involved parties, explore approaches to dealing with the situation, and assist with the selection of an approach to the resolution.
 - e. *Phone/Shuttle Mediation:* In appropriate circumstances, where parties choosing to utilize mediation are unable to meet face-to-face, the Contractor's resolution specialist will facilitate a resolution by contacting each party individually (either in person or by

phone). The specialist will help each party clarify issues of concern and will explain approaches to seeking resolution.

- f. *Mediation Services:* Parties who are considering filing a small claims action may initiate mediation intake by calling the Contractor directly. Small claims plaintiffs and defendants may arrange for mediation by contacting the Contractor before the court date. When an interested party contacts the Contractor, a resolution specialist schedules a face to face mediation. On the day of court, the Contractor will provide a group of trained, volunteer mediators to assist those parties who choose mediation to negotiate a settlement.

Whether in a neutral setting prior to the court date or at the courthouse on the day of court, the mediator will help the parties work through a problem-solving process and attempt to develop a mutually acceptable resolution to the issues of concern. The process will be designed to reduce adversarial interactions, discover mutual and/or compatible interests, and concentrated energies on future possibilities rather than past grievances. This service will be provided free of charge to the parties.

- g. *Outcomes:* For individuals who have filed or are considering filing a small claims case, Contractor will annually provide:
1. Mediation sessions equal to a minimum of 10% to 20% of the total number of cases filed in Small Claims Court that year. In 2015 this equaled an average of five (5) to ten (10) mediations per month countywide.
 2. Conflict coaching services for an average number of individuals equal to a minimum of 75% of the total number of cases filed in Small Claims Court that year.
 3. Referral services for an average number of individuals equal to a minimum of 20% of the total number of cases filed in Small Claims Court that year.

DEVELOPMENT OF OUTSIDE SOURCES OF REVENUES

It shall be a priority of the Contractor, as part of their contractual obligation, to seek additional revenue by offering fee-based mediation, conflict management consulting, fundraising activities, and training programs to individuals, government agencies, and private businesses or organizations.

PROGRAM ADMINISTRATION: RECORDS AND REPORTING

1. Contractor shall maintain all case and volunteer records in a database or other suitable computer record.
2. Contractor shall track and record the number of conflict resolution services provided for both pre-trial and day-of-trial Small Claims cases including conflict coaching services, referral services, and mediation cases opened. Contractor shall provide evaluations of services provided after each session is convened.
3. Contractor shall track and record the number of volunteers trained and the number of active mediators on the mediation panel.

4. For each branch of the Small Claims court, the Contractor shall track and record the percentages of Small Claims contested cases choosing to utilize mediation to resolve their case.

Contractor shall provide an annual report sent to the Court within 90 days of each calendar year. This report shall include information from sections 2, 3, and 4 above, as well as outcome trends regarding Small Claims cases willing and able to use mediation and percentages of agreements reached, and therefore trials avoided, per branch.

Bid Components

To assist the Court, and any applicable ADR Committee, in evaluation and recommendation of bids, and to assist in the evaluation of ongoing projects once they have been funded, each Bid shall fully describe the Contractor's proposed fulfillment (i.e. budget, staffing, etc.) of each of the aforementioned Goals and Objectives (items 1-4 g. under section "Goals and Objectives").

The court reserves the right to disqualify any bid not conforming to these requirements.

Funding Criteria and Priorities

ALL bids will also be evaluated and ranked by the degree to which they meet the criteria set forth in the governing statutes and regulations. ALL bids must meet the minimum application requirements of the statutes and regulations (see "Background and Authority"). **All bids not meeting those requirements will be disqualified.**

The Application, Evaluation, and Funding Process

The Court intends to encourage bids and to fund projects under this bid, but it reserves the right and sole discretion to reject any and all bids. The Court makes no assurances that it will recommend, or that the Superior Court of San Luis Obispo will approve any particular project(s) or amount of funding under this RFB. Bids submitted in response to this RFB and all supplementing documentation become the sole property of the Court. The Court reserves the right to make future use of any all of the form, substance, and ideas contained in any bid, whether funded or not, without charge or limitation.

After bids are received, the San Luis Obispo Superior Court will approve for funding projects that best meet the qualifications and priorities of this RFB and the governing legislation and regulations. Applicants will be notified if their bid has been approved for funding. The Court will prepare for signature the successful contract to be presented to the Presiding Judge of the Superior Court for approval.

In addition to the Bid Components above, all bids/proposals/components must include the following:

1. A description of the applicant's organizational structure, including that of any sponsoring or parent organizations;
2. A description of the proposed geographic area of service, the service population, and the number of persons the applicant will have the capacity to serve on an annual basis;
3. A description of 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;
4. A description of any fee schedule to be used;
5. A list of civic groups, social services agencies, governmental entities, and justice system agencies available to accept and make referrals to the public;

6. A description of the applicant's plans for publicizing its services to potential referral agencies, courts, and justice system agencies, and the public;
7. A statement that in hiring staff, recruiting volunteers, or rendering services, the applicant will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation or age; and
8. An estimated budget for the grant period. In-kind donations may be reported as anticipated revenue to be derived from sources other than the county revenues generated pursuant to DRPA.

Terms and Program Contract

All applicants are urged to carefully review, and successful applicants will be required by contract to comply with, all statutes and California regulations for this program, including those pertaining to: Grantee management, accounting, and reporting requirements. Program contractors will be required by the contract to deliver the services as described in their successful bid, except as may otherwise be negotiated and agreed in the contract or in subsequent amendments thereto.

In addition to the grantee requirements contained in the governing statutes and regulations, the Court will also impose certain additional requirements on the Contractor, as part of the contract. These include, but are not limited to, the requirements that the Contractor carry one million dollars (\$1,000,000) of liability insurance, unless the criterion for a waiver of this requirement has been met.

The contract period under the ADR Program is for services to be provided during **July 1, 2016 – June 30, 2018**. The Court reserves the right to negotiate extensions of the contract for additional periods, or convert the contract to a fiscal year timeframe, with qualifying and agreement by the Contractor.