

REQUEST FOR PROPOSALS

***SUPERIOR COURT OF CALIFORNIA, COUNTY OF
ALAMEDA***

REGARDING:

STAFFING AND EVALUATION OF POST RELEASE
COMMUNITY SUPERVISION REENTRY COURT FOR
ALAMEDA COUNTY

RFP #: SC 6666.2023.4.CF

PROPOSALS DUE:

June 8, 2023 NO LATER THAN 2:00 P.M. PACIFIC TIME

KEY INFORMATION SUMMARY SHEET

Request for Proposal	Staffing and Evaluation of Post Release Community Supervision Reentry Court for Alameda County
RFP Number:	SC 6666.2023.4.CF
RFP Issue Date:	May 4, 2023
RFP Issuing Office:	Office of Collaborative Court Services
Procurement Contact:	Superior Court of California, County of Alameda Finance and Facilities Division Attention: Procurement – Eddie Sanchez RFP SC 6666.2023.4.CF 1225 Fallon Street, Room 210 Oakland, CA 94612
e-mail:	bidquestions@alameda.courts.ca.gov
Proposals are to be sent to:	bidquestions@alameda.courts.ca.gov
Timeline for this RFP	
Deadline for Questions:	May 23, 2023
Questions and Answers Posted (estimate only):	May 31, 2023
Proposal Due (Closing) Date and Time:	June 8, 2023 @ 2:00 PM Pacific Time
Interview and Demonstration Dates (estimate only):	June 14 – 16, 2023
Evaluation of Proposals (estimate only):	June 9 – July 13, 2023
Notice of Intent to Award (estimate only):	July 18, 2023
Negotiations and Execution of Contract (estimate only):	July 18 – August 31, 2023
Contract Duration:	September 1, 2023 through August 31, 2024 with a one-year option to extend through August 31, 2025
RFP Attachments	
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: Terms and Conditions	On this form, if exceptions are identified, Prospective Bidders must submit (i) a redlined version of Attachment 2 – Agreement Terms and Conditions and Supplemental Terms and Conditions that clearly track proposed changes to this attachment, (ii) written documentation to substantiate each

	such proposed change and (iii) written explanation to indicate how each proposed change will benefit the Court. If selected, the person or entity submitting a proposal (the “Prospective Bidder”) must sign Acceptance of Terms and Conditions form (Attachment 3): this Court Standard Form agreement (the “Terms and Conditions”).
Attachment 3: Prospective Bidder’s Acceptance of Terms and Conditions	<p>On this form, the Prospective Bidder must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. If selected, the person or entity submitting a proposal must sign the form.</p> <p>If exceptions are identified, the Prospective Bidder must also submit (i) a red-lined version of the Standard Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.</p> <p>Note: A material exception may render a proposal non-responsive.</p>
Attachment 4: General Certifications Form	The Prospective Bidder must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Darfur Contracting Act Certification	The Prospective Bidder must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6: Payee Data Record Form	This form contains information the Court requires in order to process payments and must be submitted with the proposal.
Attachment 7: Unruh and FEHA Certification	<p>The Prospective Bidder must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.</p> <p><i>Only for solicitations of \$100,000 or more</i></p>
Attachment 8: Bidder Declaration	The Prospective Bidder must complete this form only if it wishes to claim the disabled veteran business enterprise (DVBE) incentive associated with this solicitation.
Attachment 9: DVBE Declaration	Each DVBE that will provide goods and/or services in connection with the contract must complete this form. If Prospective Bidder is itself a DVBE, it must also complete and sign the DVBE Declaration.
Attachment 10: Question and Answer Form	Prospective Bidder must use the attached form to submit any questions.

Attachment 11: Contact Sheet	Prospective Bidder must complete the contact information and submit with proposal.
Attachment 12: Reference Check Form	Prospective Bidder must complete the Reference Check Form information and submit with proposal.
Attachment 13: Court Travel Policy	This form contains information on the Court travel policy.
Attachment 14: Technical Proposal Template	Prospective Bidder must their proposal using the Technical Proposal Template.
Attachment 15: Cost Proposal Template	Prospective Bidder must propose the cost using the Cost Proposal Template.
Attachment 16: Check List	RFP Checklist.

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1.0 BACKGROUND INFORMATION

- 1.1 The Superior Court of California, County of Alameda's Office of Collaborative Court Services (OCCS) currently operates eight collaborative courts throughout the county. These courts are funded by federal, state, and local grants and contracts, each of which have various monthly, quarterly, biannual, or annual reporting requirements. Additionally, the Office of Collaborative Court Services partners with various stakeholders to successfully operate its collaborative courts. The OCCS has funding from the Alameda County Probation Department and the Judicial Council of California to identify a community-based organization (CBO) to partner with to provide case management and evaluation services for the Post Release Community Supervision (PRCS) and the Parole Reentry Court ("Reentry Court").
- 1.2 The expected work period for this agreement is from September 1, 2023 through August 31, 2025.
- 1.3 This solicitation, along with its corresponding documents, is available at the following web address: <http://www.alameda.Courts.ca.gov/Pages.aspx/Contract-Opportunities>

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The Court seeks to contract with a CBO that can provide a Case Manager (full-time) and an External Evaluator (contractor) to assist in the administration and evaluation of the Reentry Court. The OCCS will participate in any interview process and assist in the selection of the individuals to fill these positions.

The selected candidate for the Case Manager position will participate in all OCCS-required training and meetings and will be supervised on-site by the Treatment Court Manager, Management Analyst, or Principal Analyst. The Case Manager will provide the services listed below:

Case Manager

The Case Manager for the Reentry Court will perform the same duties as a Substance Abuse Treatment Specialist II with the Court. The current salary range for a similar position with the Superior Court is \$65,915 - \$89,898. This will be a full-time position and with the case manager performing the following duties:

Under general direction, to perform responsible professional-level work involving the evaluation and recommendation for referral of alcohol and drug offenders to appropriate programs, which includes the identification and provision of services, and the tracking and monitoring of program participants to ensure compliance with their service plans and terms of release.

The Case Manager will be responsible for managing a caseload of up to 30 high-risk/high needs participants in a specialized treatment court program, and providing the substance abuse, treatment, and mental health perspective to the judge and collaborative team. The Case Manager is responsible for coordinating the Reentry Court, developing programmatic tools, and participating in data collection and evaluation. The Case Manager helps each participant to move through their phase system in a timely manner, get their basic needs met through targeted service referral, abstain from all drugs and alcohol, successfully complete addiction treatment, create a recovery support network, graduate the collaborative treatment court program, and stay out of the criminal justice system.

The Case Manager advises judicial officers on addiction and mental health issues, refers participants directly into treatment, facilitates pre-Court case review, and may facilitate therapeutic groups.

This position will work from the Wiley W. Manuel Courthouse or any other appropriate Superior Court of California, County of Alameda Court location. The position may also require frequent travel within the County. The Case Manager is required to work independently with minimal oversight and direction, and must be highly organized, self-motivated, solution-focused, and comfortable working collaboratively with a diverse range of staff, clients, and stakeholders. Additionally, the Case Manager must have excellent writing skills, a professional demeanor, and strong interpersonal skills.

Example of Duties

NOTE: The following are duties typically performed by a Case Manager; however, not all perform all of the duties listed below. Further, Case Managers may perform other related duties at an equivalent level.

1. Provides collaborative court assessment and evaluation services for candidates both in and out of custody.
2. Identifies available residential and outpatient treatment options and community resources; matches clients with the appropriate treatment services and facilitates successful intake and service engagement. Works closely with partner agencies to ensure program participants are engaged in and supported by services that may include substance use disorder treatment, mental health treatment, treatment for co-occurring disorders, recovery meetings, employment-readiness training, education, housing, and other services.
3. Visits partnering and contracted treatment programs regularly, coordinates with the intake coordinators, treatment counselors, and program leadership. Is available on-site to problem solve and attend case conferencing meetings with client and treatment staff. Makes weekly contact with each provider for client updates.
4. Understands all community recovery groups such as Alcoholics Anonymous, Narcotics Anonymous, Al-Anon, Lifering, and Refuge Recovery. Ability to explain these

organizations to clients. Keeps up-to-date meeting schedules and literature available for all recovery groups.

5. Collaborates with key stakeholders such as the Probation Department, Social Services, and community treatment providers. Collaborates with multidisciplinary court team members to support participant progress. Problem solves collaborative concerns on the team. Protects the non-adversarial model by negotiating the personalities and various mission statements of the stakeholders.

6. Collects progress reports from treatment providers. Coordinates and monitors treatment court drug testing schedule. Prepares court reports on participant progress for the judge and team.

7. Facilitates the pre-court staffing meeting. Updates the court team on all participant progress and challenges. Recommends evidence-based incentives and sanctions. Provides the judge and multidisciplinary team with the addiction/treatment/recovery/relapse/mental health perspective on participant progress or lack of progress.

8. Ensures the judge and the team understand the structure of a peer-learning court. Helps create a dynamic and positive treatment court culture by implementing best practices in the courtroom. Stays current with continued education and training on treatment court best-practices.

9. Moderates the virtual court platform, including assigning other moderators, creating break-out rooms, and other coordinating functions.

10. Ensures the judge and team understand program policies, procedures, and materials, including eligibility criteria, the phase system, and responses to participant behavior. Works with the Judge and team on appropriate messaging to participants.

11. Updates all required databases; compiles necessary statistical data; compiles periodic reports of activities for evaluation purposes. Takes direction from the Treatment Court Manager, Management Analyst, or Principal Analyst, on a variety of administrative and program activities including data collection, research, grant preparation, program evaluation, and special projects. Works with court administration and program evaluator to perform all required data collection, evaluation, and reporting practices. Keeps program in compliance with all funding requirements.

12. Participates in various meetings, including staff meetings, quarterly workgroups, steering committees, site visits from grant funders, and county departmental meetings; develops agendas, chairs meetings, and conducts presentations as necessary.

13. Participates in on-going training and skills-development, staying current with developments in the fields of addiction treatment, case management, and collaborative courts.

14. May facilitate alumni and therapeutic support groups. May chaperone outings to pro-social activities in the community.

15. Performs other related duties as assigned.

The External Evaluator will provide the services listed below:

The CBO and OCCS will work together to identify a person with expertise in the evaluation of collaborative court programs, particularly those that are primarily externally funded. The evaluator will:

- Assist and refine project goals and objectives,
- Analyze and describe the Reentry Court's impact on participants,
- Review services delivered to participants,
- Evaluate program outcomes, and
- Assist with the development of a sustainability plan for the Court.

The evaluator will be responsible for providing evaluation services for the Reentry Court. This includes ensuring that the Case Manager is collecting all data necessary to complete all reports and data dashboards for stakeholders and funders. The evaluator will be responsible for ensuring the timely preparation and submission of reports to the Alameda County Probation Department and the Judicial Council of California. The evaluator will create ad hoc reports to present to team members and stakeholders as needed.

The evaluator will also work with the management team in the Office of Collaborative Court Services to implement projects and provide guidance on Court performance and improvement. The evaluator will attend meetings as needed and will travel to one national and one local/state conference annually.

The evaluator should be proficient in establishing new data collection instruments, training case managers on how and why data must be collected, responding to ad hoc report requests, and completing established funding requests. The evaluator should also be knowledgeable about issues relevant to Reentry Court clients in Alameda County.

3.0 PAYMENT INFORMATION

3.1 Contractor shall submit invoices to the Court in arrears no more frequently than monthly. Contractor's invoice must include information and supporting documentation acceptable to the Court. Contractor shall adhere to the reasonable billing guidelines issued by the Court from time to time.

3.2 The Court will process invoices within forty-five (45) days of receipt and approval by the Court's Project Manager. All invoices must reference the Contractor's purchase order number which will be provided by the Court.

- 3.3 Invoices must be submitted to the Court's Accounts Payable department at accountspayable@alameda.courts.ca.gov, with a copy to the Project Manager's email.
- 3.4 Travel to one conference each year is allowable for both the Case Manager and the Evaluator. All travel will require pre-approval from the Court. The Court will reimburse the contractors in accordance with the Court's travel policy for travel expenses and registration fees. See **Attachment 13** for travel policy.
- 3.5 Any requests made outside of the contract scope of work will be considered a separate purchase order outside of the contract purchase order and will be processed on a separate purchase order.
- 3.6 Contractor must provide written notice to the Court of the specific excess charge and obtain Court's consent prior to performing any additional service that would incur an excess charge.
- 3.7 Each monthly billing statement should contain the latest contact phone number to correct or update billing information.
- 3.8 If requested, the contracting agency will promptly correct any inaccuracy and resubmit an invoice. If the Court rejects any services or work product after payment is issued, the Court may exercise all contractual and other legal remedies, including:
 - A. Setting off the overpayment against future invoices payable by the Court.
 - B. Setting off the overpayment against any other amount payable for the benefit of the contractor pursuant to the agreement or otherwise.
 - C. Requiring the contracting agency to refund the overpayment within thirty (30) days of the Court's request.
- 3.9 Payment terms will be specified in the contract document that will be executed as a result of an award made under this RFP, however, prospective Contractors are hereby advised that the Court payments are made by the State of California, and the State does not make any advance payment for services. Payment will be made based upon completion of tasks as provided for in the agreement between the Court and the selected Service Provider.

4.0 SUBMISSION OF PROPOSALS

- 4.1 The Court may conduct interviews with Prospective Bidders to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interview process may require a demonstration. The interview

may also require a demonstration of equivalence if a brand name is included in the specifications. The interviews may be conducted via Zoom or by phone. The Court will notify eligible Prospective Bidders regarding interview arrangements.

- 4.2 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 on conformity to the RFP’s instructions and requirements, and completeness and clarity of content.
- 4.3 The Prospective Bidder must submit its proposal in two separate emails, the Technical Proposal and the Cost Proposal by the date and time listed on the coversheet of this RFP.
 - A. The proposals must be emailed to bidquestions@alameda.courts.ca.gov. The subject line of the email must include the RFP title and number.
 - B. The proposal must be signed by an authorized representative of the Prospective Bidder.
- 4.4 Late proposals will not be accepted.

5.0 QUESTIONS

- 5.1 Interested parties may submit a request for clarifications, modifications, or questions to the Court using the Question and Answer Form, provided in **Attachment 10**. Requests shall be submitted via email to bidquestions@alameda.courts.ca.gov no later than the date specified in the RFP timeline. Please indicate the RFP number and title in the subject line of the email. Contact with the Court shall be made only through the email address.
- 5.2 The Court will not accept telephone calls related to the RFP. All communications must be made with the Question and Answer Form.

6.0 PROPOSAL CONTENTS

- 6.1 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.
 - A. Completed Technical Proposal Template (**Attachment 14**)
 - B. For each key staff member, a resume describing the individual’s background and experience, as well as the individual’s ability and experience in conducting the proposed activities.

C. Acceptance of Terms and Conditions.

- i. On **Attachment 3**, the Prospective Bidder must check the appropriate box and sign the form. If the Prospective Bidder marks the second box, it must provide the required additional materials. An “exception” includes any addition, deletion, or other modification.
- ii. If exceptions are identified, the Prospective Bidder must also submit (a) a red-lined version of the Terms and Conditions that implements all proposed changes, and (b) a written explanation or rationale for each exception and/or proposed change.
- iii. **Note: A material exception to a Minimum Term may render a proposal non-responsive. The Court, in its sole discretion, will determine what constitutes a material exception.**

D. Certifications, Attachments, and other requirements.

- i. The Prospective Bidder must complete the General Certifications Form (**Attachment 4**) and submit the completed form with its proposal.
- ii. If Contractor is a California corporation, limited liability company (“LLC”), limited partnership (“LP”) or limited liability partnership (“LLP”), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that the Contractor is in good standing in its home jurisdiction.
- iii. Copies of the Prospective Bidder’s (and any subcontractors’) current business licenses, professional certifications, or other credentials.
- iv. The Prospective Bidder must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act

Certification (**Attachment 7**) and submit the completed certification with its bid.

- v. The Prospective Bidder must complete the Darfur Contracting Act Certification (**Attachment 5**) and submit the completed certification with its proposal.
- vi. The Prospective Bidder must complete the Contact Sheet (**Attachment 11**) and submit with its proposal.
- vii. The Prospective Bidder must complete the Reference Check Form (**Attachment 12**) and submit with its proposal. A minimum of two references is required.
- viii. Financial Stability. The Court reserves the right to request Prospective Bidder's proof of financial stability. The Court may request this information at any time during the solicitation process.

6.2 Cost Proposal. The following information must be included in the Cost Proposal Template (**Attachment 15**).

- A. Detailed line-item budget showing total cost of the proposed services.
- B. "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.

7.0 OFFER PERIOD

A Prospective Bidder'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.

8.0 EVALUATION OF PROPOSALS

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

8.1 Evaluation Committee. The Court will conduct a comprehensive and impartial evaluation of proposals received in response to this RFP. All proposals received from Contractors will be reviewed and evaluated by a committee of qualified personnel ("Evaluation Committee"). The name, units, or experience of the individual members will not be made available to any Contractor.

- 8.2 Requests for Additional Information. The Court reserves the right to seek clarification or additional information from any Contractor throughout the solicitation process. The Court may require a Contractor's representative to answer questions throughout the evaluation process with regard to the Contractor's proposal. Failure of a Contractor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.
- 8.3 Evaluation Criteria. The Court will evaluate the proposals on a 100-point scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored proposal.

If a contract will be awarded, the Court will post an intent to award notice at <https://www.alameda.courts.ca.gov/general-information/contract-opportunities>

CRITERION	MAXIMUM NUMBER OF POINTS
Acceptance of Terms and Conditions, and Completion of Certifications, Attachments and Other Requirements	15
Previous Experience providing similar services	15
Capacity	20
Timeline	20
Cost proposal	30
DVBE Incentive	5

Although some factors may be weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. With regard to cost, the Court reserves the right, in its sole discretion, to reject any proposal whose price is outside the competitive range.

9.0 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 Prospective Bidder 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 Prospective Bidder 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. **Prospective Bidders are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.**

10.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.

Eligibility for an application of the DVBE incentive is governed by the Court’s DVBE Rules and Procedures. Prospective Bidder will receive a DVBE incentive if, in the Court’s sole determination, Prospective Bidder has met all applicable requirements. If Prospective Bidder receives the DVBE incentive, a number of points will be added to the score assigned to Prospective Bidder’s proposal. The number of points that will be added is specified in Section 8.3 above.

To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Prospective Bidder may have an approved Business Utilization Plan (“BUP”) on file with the California Department of General Services (“DGS”).

If Prospective bidder wishes to seek the DVBE incentive:

1. Prospective Bidder must complete and submit with its proposal the Bidder Declaration (**Attachment 8**). Prospective Bidder must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Prospective Bidder must submit with its proposal a DVBE Declaration (**Attachment 9**) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Prospective Bidder is itself a DVBE, it must complete and sign the DVBE Declaration. If Prospective Bidder will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required is Prospective Bidder will qualify for the DVBE incentive using a BUP on file with DGS.

Failure to complete and submit these forms as required will result in Prospective Bidder not receiving the DVBE incentive. In addition, the Court may request additional written clarifying information. Failure to provide this information as requested will result in Prospective Bidder not receiving the DVBE incentive.

If Prospective Bidder receives the DVBE incentive: (i) Prospective Bidder will be

Required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Prospective Bidder must use any DVBE subcontractor(s) identified in its proposal unless the Court approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.

FRAUDULENT MISREPRESENTATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.

11.0 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). Failure of a Prospective Bidder 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 the Court address listed below via certified mail including signature required upon delivery. Personal and hand delivery of Protests will not be accepted.

Superior Court of California, County of Alameda
Finance and Facilities Division
Attention: Protest Hearing Officer
RFP SC 6666.2023.4.CF
1225 Fallon Street, Room 210
Oakland, CA 94612

The deadline to submit an Award Protest is five (5) business days after the Court posts the Intent to Award. Protests must be sent to the Court address listed below via certified mail including signature required upon delivery. Personal and hand delivery of Award Protests will not be accepted.

Superior Court of California, County of Alameda
Finance and Facilities Division
Attention: Protest Hearing Officer
RFP SC 6666.2023.4.CF
1225 Fallon Street, Room 210
Oakland, CA 94612