

REQUEST FOR PROPOSALS

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

REGARDING:

Employee Service Recognition Awards
SC 1101.2026.1.CF

PROPOSALS DUE:

April 8, 2026, NO LATER THAN 2:00 P.M. PACIFIC TIME

KEY INFORMATION SUMMARY SHEET

Request for Proposal	Non-IT – Superior Court of California, County of Alameda – Employee Service Recognition Awards
RFP Number:	SC 1101.2026.1.CF
RFP Issue Date:	March 2, 2026
RFP Issuing Office:	Executive Office
Purchasing and Payables Contact:	Superior Court of California, County of Alameda Finance and Facilities Division Attention: Purchasing and Payables – Eddie Sanchez RFP SC 1101.2026.1.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:	March 24, 2026
Questions and Answers Posted <i>(estimate only)</i>:	April 1, 2026
Proposal Due (Closing) Date and Time:	April 8, 2026, no later than 2:00 PM PST
Evaluation of Proposals <i>(estimate only)</i>:	April 9, 2026 – April 23, 2026
Interview and Demonstration Dates <i>(estimate only)</i>:	April 28, 2026, 10:00 AM – 1:00 PM PST April 29, 2026, 10:00 AM – 1:00 PM PST
Notice of Intent to Award <i>(estimate only)</i>:	May 1, 2026
Negotiations and Execution of Contract <i>(estimate only)</i>:	May 4, 2026 – May 18, 2026
Contract Duration:	June 1, 2026 to May 31, 2027 with four (4) one-year options to extend through May 31, 2031.
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: 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 8: 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 9: Question and Answer Form	Prospective Bidder must use the attached form to submit any questions.
Attachment 10: Contact Sheet	Prospective Bidder must complete the contact information and submit with proposal.

Attachment 11: Reference Check Form	Prospective Bidder must complete the Reference Check Form information and submit with proposal.
Attachment 12: Technical Proposal Template	Prospective Bidder must their proposal using the Technical Proposal Template.
Attachment 13: Cost Proposal Template	Prospective Bidder must propose the cost using the Cost Proposal Template.
Attachment 14: Check List	RFP Checklist is a reference checklist that lists the required documents and attachments to complete and submit with both the Technical Proposal and Cost Proposal.

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1.0 BACKGROUND INFORMATION

The Superior Court of California, County of Alameda (“Court”) administers an annual Employee Service Recognition Awards Program to recognize employees for milestone years of service. Employees are recognized beginning at five (5) years of service and at five-year increments thereafter. The program is intended to acknowledge dedication, longevity, and continued commitment to public service. The Court typically recognizes between 60-100 employees annually.

The Court is seeking proposals from qualified and experienced vendors to provide a complete employee service recognition awards program. The selected vendor (“Contractor”) will be responsible for furnishing award items, administering the award selection process, and providing all services required to support the program. The Court expects the vendor to deliver a reliable, organized, and consistent experience.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The Court seeks a vendor with demonstrated experience providing employee service recognition awards programs of similar size and scope.

The selected vendor shall be responsible for providing all labor, materials, systems, resources, and services necessary to support the Court’s Employee Service Recognition Award Program, including any subcontractors or third-party services required to perform the work. All services shall be performed in coordination with Court-designated staff.

The Court expects the selected entity to submit a proposal (“Prospective Bidder”) to perform activities and responsibilities associated with the solicitation for up to one (1) year. If a contract is awarded, Services are expected to be performed by the Contractor for a period of one (1) year from June 1, 2026 to May 31, 2027 (“Initial Term”) with the option to extend the Agreement for four (4) consecutive one-year option terms under the same terms and conditions and compensation for each Option Term. Option terms to extend will be solely decided by the Court and at the Court’s discretion to offer and award Contractor on an annual basis.

The option terms are defined as: First Option Term: June 1, 2027 to May 31, 2028, Second Option Term: June 1, 2028 to May 31, 2029, Third Option Term: June 1, 2029 to May 31, 2030, Fourth Option Term: June 1, 2030 to May 31, 2031.

2.1 Service and Deliverable Requirements

At a minimum, the Contractor shall be responsible for the following services and deliverables.

- **Program Setup and Configuration:**
Develop and configure the award selection platform, including initial setup and customization. This includes creation of a Court-branded welcome or landing page. Costs associated with platform setup, configuration, or landing page development may be proposed separately and must be clearly identified in the Cost Proposal.
- **Award Selection Platform:**
Provide and maintain a secure, web-based award selection platform that allows eligible Court employees to view available award options and select an award throughout the contract term.
- **Award Offerings:**
Provide a variety of award options appropriate to employee service milestones, with award values increasing based on years of service. Award options for each service tier shall offer a reasonable range of item types, styles, and selections to allow employees meaningful choices. All award options, descriptions, substitutions, or changes shall be submitted to the Court for review and approval prior to being made available to employees.
- **Program Administration and Order Tracking:**
Administer the award selection process, including order processing, order tracking, and coordination with Court-designated staff to ensure accurate and timely fulfillment. The Contractor shall provide order status and shipment tracking information to the Court and employees of each order.
- **Packaging and Delivery:**
Package awards by individual employee in a manner suitable for direct delivery, clearly identifying the recipient, and delivery awards to Court-designated locations and where applicable, employee home addresses, as directed by the Court. The Contractor shall deliver all employee recognitions items with three to five (3-5) business days.
- **Returns, Exchanges, and Replacements:**
Facilitate and manage all returns, exchanges, and replacements of award items, including items that are incorrect, damaged, misdirected, or otherwise require return. The Contractor shall coordinate return logistics, shipping, and redelivery or replacement, with minimal involvement from Court staff. Replace awards that are lost, damaged, or misdirected during shipment at no

cost to the Court and resolve issues related to award orders in a timely manner.

- **Issue Resolution and Customer Support:**
Provide responsive customer support to address employee and Court inquiries related to award orders, deliveries, returns, or other program related issues.
- **Ongoing Coordination:**
Provide ongoing communication and coordination with Court staff throughout the contract term to support program operations and address questions or issues as they arise.

3.0 PRICING

Pricing is expected to be based primarily on the value of employee service recognition awards ordered and delivered during the contract term. The Court does not guarantee a minimum number of awards or level of annual spending under this program. The Court will determine award dollar amounts and delivery locations as part of program administration.

3.1 **Award Pricing:**

Vendors should propose pricing for award items that aligns with the service milestone levels established by the Court.

Award pricing should reflect the award dollar values provided by the Court and remain consistent throughout the contract term unless otherwise approved by the Court.

Length of Service (Yrs.)	2025-2026 Average Price per Level	2025 Average Price of Recognition Collection Online awards
5	\$31.11	Selection of Awards - Low \$27.80 - High \$34.42
10	\$66.29	Selection of Awards - Low \$45.86 - High \$90.65
15	\$88.80	Selection of Awards - Low \$73.47 - High \$102.31
20	\$119.28	Selection of Awards - Low \$103.60 - High \$134.08
25	\$172.71	Selection of Awards - Low \$134.70 - High \$209.43
30	\$178.02	Selection of Awards - Low \$134.70- High \$214.98
35	\$207.89	Selection of Awards - Low \$147.83 - High \$244.30
40+	\$222.04	Selection of Awards - Low \$154.63 - High \$267.35

3.2 **Shipping and Delivery Costs:**

Vendors should clearly identify how shipping and delivery costs are handled within their pricing proposal, including whether such costs are bundled into award pricing or itemized separately.

Any difference in cost associated with delivery to Court locations versus employee home addresses should be clearly described.

3.3 **Program Setup and Configuration Costs:**

Vendors may propose one-time costs associated with program setup and configuration, including development of the award selection platform and creation of a Court-branded landing or welcome page.

Any setup or configuration costs should be clearly identified and presented separately from award pricing.

3.4 **Additional Fees:**

If applicable, vendors should clearly identify and describe any additional administrative or service-related fees in their pricing proposal. Fees not identified in the proposal will not be considered.

3.5 **Invoicing:**

Invoices are expected to reflect actual itemized awards ordered and delivered. Invoicing details will be addressed in the final contract.

3.6 **Price Adjustments:**

Vendors shall include any proposed annual price increases in their Cost Proposal. Proposed increases should clearly identify the applicable year(s) and the basis for the adjustment.

The Court reserves the right to review and approve any proposed price adjustments as part of the evaluation process.

4.0 PAYMENT INFORMATION

4.1 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.

4.2 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.

4.3 Court will not pay or reimburse the Contractor, or their employees, for travel, or any other related expenses that are required as part of the Scope of Work.

- 4.4 Any requests made outside of the contract scope of work will be considered a separate purchase order and will be processed on a separate purchase order.
- 4.5 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.
- 4.6 Each monthly billing statement should contain the latest contact phone number to correct or update billing information.
- 4.7 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 Bidders 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.

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 9. 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 SUBMISSION OF PROPOSALS

- 6.1 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.
- 6.2 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.

- 6.3 The Prospective Bidder must submit its proposal in two separate emails, the Technical Proposal and the cost portion 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.
- 6.4 Late proposals will not be accepted.

7.0 PROPOSAL CONTENTS

The Prospective Bidder should refer to the RFP Checklist (Attachment 14) for a list of required documents and attachments to be included with your submission of the proposal contents below.

- 7.1 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. Response to questions listed in Technical Proposal (Attachment 12).
 - b. Acceptance of the 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 (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.
 - iii. **Note: A material exception to a Minimum Term will render a proposal non-responsive. The Court, in its sole discretion, will determine what constitutes a material exception.**
 - c. 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. The Prospective Bidder must complete the Darfur Contracting Act Certification (Attachment 5) and submit the completed certification with its proposal.
- iii. The Prospective Bidder must complete the Payee Data Record (Attachment 6) and submit with its proposal.
- iv. The Prospective Bidder must complete and submit with its proposal the Bidder Declaration (Attachment 7) form only if it wishes to claim the disabled veteran business enterprise (DVBE) incentive associated with this solicitation.
- v. The Prospective Bidder must complete and submit with its proposal the DVBE Declaration (Attachment 8) for each DVBE that will provide goods and/or services in connection with the contract. If Prospective Bidder is itself a DVBE, it must also complete and sign the DVBE Declaration.
- vi. The Prospective Bidder must submit a completed Contact Sheet (Attachment 10) with its proposal.
- vii. The Prospective Bidder must complete and submit the Reference Check Form (Attachment 11) with its proposal by providing names, addresses, and telephone numbers for a minimum of three (3) clients for whom they have conducted similar services. The Court may check references listed by the Prospective Bidder.
- viii. 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 the 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 Contractor is in good standing in its home jurisdiction.
- ix. Copies of the Prospective Bidder’s (and any subcontractors’) current business licenses, professional certifications, or other credentials.
- x. The Court reserves the right to request Prospective Bidders proof of financial stability. The Court may request this information at any time during the solicitation process.

7.2 Cost Proposal. The following must be included in the cost proposal.

- a. Completed Cost Proposal Template (Attachment 13).

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.

8.0 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.

9.0 EVALUATION OF PROPOSALS

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

9.1 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.

9.2 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.

9.3 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
Cost	35
Court Specific Employee Service Awards Website	15

CRITERION	MAXIMUM NUMBER OF POINTS
Selection of Employee Service Awards	15
Employee Ordering and Delivery	15
Acceptance of the Terms and Conditions	10
Ability to meet timing requirements to complete the project	10
TOTAL POINTS (not including DVBE Incentive)	100
DVBE Incentive – If the Prospective Bidder qualifies as a DVBE and is entitled to the DVBE incentive, as described in Section 11.0., the DVBE incentive will be added.	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.

10.0 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. Submission of any proposal pursuant to this RFP constitutes acknowledgment and consent by the Proposer to the potential public disclosure of its proposal content, pursuant to this Section 10. **Prospective Bidders are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.**

11.0 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 9.3 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 7). 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 8) 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 if 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.

12.0 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 1101.2026.1.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 1101.2026.1.CF
1225 Fallon Street, Room 210
Oakland, CA 94612

13.0 GENERATIVE ARTIFICIAL INTELLIGENCE

Definitions:

“Artificial Intelligence” or “AI” means technology that enables computers and machines to reason, learn, and act in a way that would typically require human intelligence.

“Generative Artificial Intelligence” or “GenAI” means an artificial intelligence system that can generate derived synthetic content, including texts, images, video, audio, code, and data visualizations, that emulates the structure and characteristics of the system’s training data.

- 13.1 In its proposal, Prospective Bidder must notify the Court if Prospective Bidder's goods or services contain or utilize GenAI (or will contain or utilize GenAI), or if GenAI is or will be included in any services, goods, or deliverables that materially impact:
- a. Functionality of a Court system (i.e., the work using GenAI could have a significant, substantial effect on the system's data integrity, availability, confidentiality, or security, and failure to perform such work in accordance with the contract could cause major disruptions to Court operations);
 - b. Risk to the Court (i.e., the work using GenAI could have significant, substantial effect on the Court's operations, finances, security, or reputation, and failure to perform such work in accordance with the contract would constitute a high likelihood of damage to the Court); or
 - c. Contract performance (i.e., when failure to conduct work which uses GenAI in accordance with the contract would constitute a material breach of contract).
- 13.2 Prospective Bidder's failure to disclose GenAI to the Court may result in disqualification (at the Court's sole discretion), and the Court reserves the right to seek any and all relief it may be entitled to as a result of such non-disclosure.
- 13.3 The Court reserves the right to incorporate GenAI-related provisions into the final Contract and to reject bids/offers that present an unacceptable level of risk to the Court, as determined by the Court in its sole discretion.