

REQUEST FOR PROPOSALS

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

REGARDING:

Children's Waiting Room Services
RFP SC 1501.2026.1.LM

PROPOSALS DUE:

April 1, 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 – Children's Waiting Room Services
RFP Number:	SC 1501.2026.1.LM
RFP Issue Date:	February 24, 2026
RFP Issuing Office:	Family Division
Purchasing and Payables Contact:	Superior Court of California, County of Alameda Finance and Facilities Division Attention: Purchasing and Payables – Eddie Sanchez RFP SC 1501.2026.1.LM 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 17, 2026
Questions and Answers Posted <i>(estimate only):</i>	March 20, 2026
Site Visit: Participation in the site visit is optional but prospective bidders must RSVP by emailing bidquestions@alameda.courts.ca.gov by March 19, 2026, at 12:00 PM PST.	March 25, 2026 at 10:00 AM-1:00 PM PST Meeting Location: Hayward Hall of Justice 24405 Amador Street (Third Floor) Hayward, CA 94544
Proposal Due (Closing) Date and Time:	April 1, 2026, no later than 2:00 PM Pacific Time
Interviews <i>(estimate only):</i> Interview meetings will be 30 minutes long. The meeting Zoom link will be sent to the Point of Contact on the RFP Proposal response.	April 15, 2026 10:00 AM-1:00 PM PST April 16, 2026 10:00 AM-1:00 PM PST
Evaluation of Proposals <i>(estimate only):</i>	April 2, 2026 – April 23, 2026

Notice of Intent to Award (<i>estimate only</i>):	May 5, 2026
Negotiations and Execution of Contract (<i>estimate only</i>):	May 11, 2026 – May 27, 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: Unruh and FEHA Certification	The Prospective Bidder must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
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: Technical Proposal Template	Prospective Bidder must submit their proposal using the Technical Proposal Template.
Attachment 14: Cost Proposal Template	Prospective Bidder must propose the cost using the Cost Proposal Template.
Attachment 15: 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.

TABLE OF CONTENTS

1.0	<u>Background Information</u>
2.0	<u>Description of Services and Deliverables</u>
3.0	<u>Payment Information</u>
4.0	<u>Site Visit</u>
5.0	<u>Questions</u>
6.0	<u>Submission of Proposals</u>
7.0	<u>Proposal Contents</u>
8.0	<u>Offer Period</u>
9.0	<u>Evaluation of Proposals</u>
10.0	<u>Confidential or Proprietary Information</u>
11.0	<u>Disabled Veterans Business Enterprise Incentive</u>
12.0	<u>Protests</u>
13.0	<u>Generative Artificial Intelligence</u>

1.0 BACKGROUND INFORMATION

- 1.1 The Superior Court of California, County of Alameda, “Court” seeks one or more vendors to provide childcare services for the Court’s Children’s Waiting Rooms (CWR) at the following court location:
 - **Hayward Hall of Justice (HHJ)**
24405 Amador Street, Hayward, CA 94544
- 1.2 The initial contract will be for one (1) year, starting June 1, 2026 (estimated date), and will be renewable at the option of the Court for up to four (4) additional one (1) year periods.
- 1.3 CWR services are provided on a drop-in basis to parents and guardians having business in the Court, are available for children up to the age of 16 and operate without charge to the public.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

- 2.1 The Court seeks the services of a person or entity with expertise in childcare services for the Court’s children’s waiting room.
 - a. Contractor will provide childcare services at the time and location specified in their proposal 52 weeks per year during specified operating hours, as noted below, excluding Court holidays. Service may change upon 45 days’ notice and hours of operation may be adjusted occasionally to better serve the needs of the public and the Court.
 - b. The minimum number of staff required to be present is indicated in parentheses below.

Courthouse	Days	Hours of Operation
Hayward Hall of Justice	Monday to Friday	8:30 AM to 12:30 PM (2) 1:30 PM to 4:30 PM (2)

- c. **Prior to execution of the service contract and working at the CWR**, all the Contractor’s staff for the CWR will have passed the Court-mandated background check through the Court’s Human Resources Division; screening for substance abuse and a history of child abuse. New staff subsequently assigned to the CWR will have passed the Court-mandated background check prior to the first day of work at the CWR. The cost for the Court-mandated background check is covered separately by the Court.
 - d. Contractor Project Manager will submit written notice to the Court Project Manager for key CWR personnel changes and the reason, as soon as possible. This includes CWR management and staff.

- e. If necessary, for caregivers to be absent, whether planned or unplanned, or due to a staff emergency, Contractor shall secure a substitute for the absent caregiver with staff that have passed the Court's mandated background check.
- f. CWR staff must comply with the Court's Professional Appearance Policy. Exception: CWR staff may wear jeans so long as they do not violate other provisions of the Court's Professional Appearance Policy.
- g. Follow established safety and security procedures that strictly control access to CWRs, and effectively respond to legal and physical custodial arrangements for children, emergency situations, the remand of parents into custody by the Court, and failure of parents to reclaim their children from the CWR at the appropriate time, all in a manner that minimizes anxiety, fear, and disruption for the child.
- h. The childcare services provided in the Children's Waiting Rooms shall include age-appropriate activities & curriculum to meet the emotional, social, developmental, and physical needs of all children who may use the waiting room.
 - i. CWR staff shall ensure all toys and equipment are safe and do not pose choking or other hazards.
 - ii. CWR staff shall ensure that educational and play materials contained in the waiting room reflect a range of racial, ethnic, linguistic, and family structures.
 - iii. CWR staff shall provide nutritious snacks to children on a flexible schedule that meets the needs of children who arrive at any time during the day.
 - iv. CWR staff shall utilize procedures and practices appropriately and thoughtfully dealing with departures, arrivals, separations between children and their families, toileting, napping, and other transitions.
 - v. Non punitive child-centered rules regarding children's behavior and respectful supportive management of that behavior shall be utilized.
 - vi. CWR staff shall maintain a neat, attractive space that encourages confidence in parents deciding to leave their children in the CWR.
 - vii. Contractor is responsible for the service and maintenance costs for all appliances used to maintain the CWR services both Court and Contractor owned.
- i. Use child safety, infection control, facility cleaning, and maintenance procedures that protect children from hazards and harm and reduce the incidence of illness or injury among staff and visitors.

- j. On a form provided by the Courts, keep accurate monthly statistics regarding number of children and families served, and any additional data required to meet federal reporting requirements.
- k. Prior to admittance, a Child Registration Form must be completed, including such items as:
 - i. Date
 - ii. Child's name
 - iii. Child's age
 - iv. Address
 - v. Telephone number
 - vi. Arrival time
 - vii. Courtroom or location to which parent or guardian is assigned
 - viii. Expected departure time
 - ix. Parent or guardian signature
 - x. Special instructions for the care of the child
- l. The parent or guardian and child will be provided with a form of matching identification.
- m. The parent or guardian is to be provided with a Parent Information Sheet which they are instructed to read carefully. The childcare specialist or equivalent reviews the form with the parent or guardian to ensure that the parent or guardian understands his/her responsibilities.
- n. **Departure Procedures:** Before releasing any child to the parent or guardian, staff must:
 - i. Verify that the parent or guardian picking up the child satisfies the identification protocol in place which identifies the child to the parent or guardian.
 - ii. Complete the registration process to include:
 - iii. Departure time
 - iv. The parent or guardian's signature
- o. **Parent/Guardian Responsibilities:** Each parent or guardian who requests that a child be cared for in the Children's Waiting Room will be informed of their obligation to comply with the following rules and responsibilities:
 - i. Registration forms must be complete and signed
 - ii. Photo identification must be provided upon request

- iii. No sick children will be admitted. If it is determined that the child is sick (i.e., lice, chicken pox, fever, etc.) after the parent or guardian leaves, the adult will be contacted and requested to pick-up the child immediately
- iv. Children will be released only to the parent or guardian satisfying the identification protocol in place. No exceptions will be made unless ordered by a judge or commissioner
- v. Parent or guardian must inform the Children's Waiting Room of the courtroom in which their proceeding will take place and in the event of a courtroom change
- vi. Parent or guardian may not leave the courthouse while the child is in the waiting room. No exceptions
- vii. If a child is not picked up on time, the Children's Waiting Room staff may call the Sheriff's Department to take the child into protective custody
- viii. No inappropriate language or behavior will be tolerated by adults or children visiting the Children's Waiting Room
- ix. Children must be picked up no later than closing time as indicated in the Hours of Operation in this Scope of Work. If a child is not picked up on time, the Sheriff's Department will be contacted, and the child will be taken into protective custody.
- p. **Prior to execution of the service contract and working at the CWR**, all the Contractor's staff for the CWR must complete the Court-mandated California Department of Justice's California Law Enforcement Telecommunications System (CLETS) training. New staff subsequently assigned to the CWR will have passed the Court-mandated CLETS training prior to the first day of work at the CWR.
- q. Contractor will cooperate in administrative and operational audits and site visits conducted by the Court or designee. The Court or its designee may inspect or audit, at any reasonable time, any records related to this Agreement. This Agreement is subject to examinations and audit by the Court for a period of three (3) fiscal years after the final payment of the Agreement.

3.0 PAYMENT INFORMATION

- 3.1 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.

- 3.2 Invoices must be submitted to the Court's Accounts Payable department at accounts payable@alameda.courts.ca.gov, with a copy to the Project Manager's email.
- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 Each monthly billing statement should contain the latest contact phone number to correct or update billing information.
- 3.7 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.

4.0 SITE VISIT

The Court will hold a site visit on the date identified in the timeline above.

Attendance at the site visit is optional. Prospective Bidders are strongly encouraged to attend.

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 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 15) 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 13).
 - 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 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 and submit with its proposal the Bidder Declaration (Attachment 8) form only if it wishes to claim the disabled veteran business enterprise (DVBE) incentive associated with this solicitation.
- vi. The Prospective Bidder must complete and submit with its proposal the DVBE Declaration (Attachment 9) 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.
- vii. The Prospective Bidder must submit a completed Contact Sheet (Attachment 11) with its proposal.
- viii. The Prospective Bidder must complete and submit the Reference Check Form (Attachment 12) 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.
- ix. 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.
- x. Copies of the Prospective Bidder's (and any subcontractors') current business licenses, professional certifications, or other credentials.

- xi. 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 14).

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
Quality of technical proposal response <i>(RFP Section 7.1 & Attachment 13)</i>	28

CRITERION	MAXIMUM NUMBER OF POINTS
Experience on similar assignments and review and evaluation of Contractor’s submittals of past service history <i>(RFP Section 7.1, Attachment 12, Attachment 13)</i>	15
Resume or Certifications of staff to be assigned to the project <i>(Attachment 13)</i>	10
Acceptance of the Terms and Conditions <i>(RFP Section 7.1 & Attachment 3)</i>	10
Cost <i>(Attachment 14)</i>	37
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. <i>(Attachment 9)</i>	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 10.0. **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 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 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 1501.2026.1.LM
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 1501.2026.1.LM
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.