

REQUEST FOR PROPOSALS

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

REGARDING:

Copier Leasing Services
SC 1801.2026.1.ZX

PROPOSALS DUE:

March 26, 2026, NO LATER THAN 2:00 P.M. PACIFIC TIME

KEY INFORMATION SUMMARY SHEET

Request for Proposal	IT – Superior Court of California, County of Alameda – Copier Leasing Services
RFP Number:	SC 1801.2026.1.ZX
RFP Issue Date:	February 24, 2026
RFP Issuing Office:	Finance and Facilities
Procurement Contact:	Superior Court of California, County of Alameda Finance and Facilities Division Attention: Procurement – Eddie Sanchez RFP SC 1801.2026.1.ZX 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	
Pre-Proposal Conference:	March 4, 2026, at 10:00 AM PT https://alameda-courts-ca-gov.zoomgov.com/j/1610646601?pwd=s5AofdtEvv3mzqyPByB8h1OZSU6rOI.1
Deadline for Questions:	March 10, 2026
Questions and Answers Posted (estimate only):	March 18, 2026
Proposal Due (Closing) Date and Time:	March 26, 2026, no later than 2:00 PM PT
Evaluation of Proposals (estimate only):	March 27, 2026 - April 17, 2026
Public Opening of Cost Portion of Proposals:	April 22, 2026, at 10:00 AM PT https://alameda-courts-ca-gov.zoomgov.com/j/1607711264?pwd=D4ursnOWyQEIban3HMvyszOkckb1IE.1
Notice of Intent to Award (estimate only):	April 28, 2026
Negotiations and Execution of Contract (estimate only):	April 28, 2026 - May 27, 2026
Contract Duration:	July 1, 2026 - June 30, 2031
RFP Attachments	

Attachment 1: Administrative Rules Governing RFPs (IT Goods and 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: Iran Contracting Act Certification	The Prospective Bidder must complete the Iran Contracting Act Certification and submit the completed certification with its proposal.

Attachment 9: Small Business Declaration	The Prospective Bidder must complete this form only if it wishes to claim the small business preference associated with this solicitation.
Attachment 10: Bidder Declaration	The Contractor must complete this form only if it wishes to claim the disabled veteran business enterprise (DVBE) incentive associated with this solicitation.
Attachment 11: DVBE Declaration	Each DVBE that will provide goods and/or services in connection with the contract must complete this form. If Contractor is itself a DVBE, it must also complete and sign the DVBE Declaration.
Attachment 12: Question and Answer Form	Prospective Bidder must use the attached form to submit any questions.
Attachment 13: Contact Sheet	Prospective Bidder must complete the contact information and submit with proposal.
Attachment 14: Reference Check Form	Prospective Bidder must complete the Reference Check Form information and submit with proposal.
Attachment 15: Technical Proposal Template	Prospective Bidder must their proposal using the Technical Proposal Template.
Attachment 16: Cost Proposal Template	Prospective Bidder must propose the cost using the Cost Proposal Template.
Attachment 17: 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

- 1.1 The Court is seeking proposals from qualified vendors to provide Copier Leasing Services at the Court's eight (8) locations. Contractor shall provide all required maintenance, repairs, and supplies (except paper) for the copiers.

Currently, the Court has sixty-eight (68) multi-function copiers with the lease agreement expiring in June 2026.

- 1.2 Below is a list of the Court locations with the existing equipment:

Alameda - George E. McDonald Hall of Justice

2233 Shoreline Drive
Alameda, CA 94501

Berkeley Courthouse

2120 Martin Luther King, Jr. Way
Berkeley, CA 94704

Dublin - East County Hall of Justice

5151 Gleason Drive
Dublin, CA 94568

Fremont Hall of Justice

39439 Paseo Padre Parkway
Fremont, CA 94538

Hayward Hall of Justice

24405 Amador Street
Hayward, CA 94544

Oakland - Administration Building

1221 Oak Street
Oakland, CA 94612

Oakland - Rene C. Davidson Courthouse

1225 Fallon Street
Oakland, CA 94612

Oakland - Wiley W. Manuel Courthouse

661 Washington Street
Oakland, CA 94607

The Court may expand the equipment list to include the following location:

San Leandro - Juvenile Justice Center

2500 Fairmont Drive, Suite C3013

San Leandro, CA 94578

2.0 DESCRIPTION OF GOODS AND/OR SERVICES

2.1 The Court seeks goods and services meeting the following specifications:

- a) All multifunctional devices proposed must be equal to or better than the devices listed in the Cost Proposal (Attachment 16).
- b) All multifunctional devices delivered must be brand new. Discontinued or refurbished equipment is not acceptable.
- c) Contractor shall be responsible for delivery, installation, configuration, training, supplies (except paper), and removal of all equipment at the end of the sixty (60) month lease term at no additional cost.
- d) The maintenance/service agreement shall commence upon delivery and acceptance of the equipment.
- e) Contractor shall provide routine maintenance services and provide a report on routine services.
- f) Contractor shall bear all costs for labor and parts required to maintain the equipment in good working order.
- g) All parts and components shall be new Original Equipment Manufacturer.
- h) Contractor shall be responsible for monitoring supplies to keep the unit operational. If emergency orders are required, Contractor shall be responsible to expedite the order and assure supplies arrive within four (4) hours of request for service.
- i) Travel and parking fees will not be paid/reimbursed by the Court during the term of the contract.
- j) Contractor shall assign experienced and dedicated staff capable of servicing the equipment.
- k) Service calls shall be made between 8:00 AM and 5:00 PM, through Friday excluding Court Holidays.
- l) Contractor shall respond to service requests within four (4) hours after an issue is reported and replace defective parts within 24 hours.
- m) If during a repair call, it is determined that a copier cannot be repaired within 48 hours, another copier of like size and features is to be replaced at no cost within thirty (30) days.

- n) Contractor shall provide a replacement copier if the technician fails to fix a recurring problem after (3) failed attempts.
- o) Page counts shall be automatically reported. If, for any reason, a device is offline and not reporting, the Court Project Manager shall be notified so the issue can be resolved.
- p) Contractor shall send the quarterly overage reports to the Court Project Manager.
- q) Contractor shall maintain an inventory record that identifies all equipment delivered under the contract. The inventory record shall be provided on a quarterly basis with the following information:
 - ❖ Make and model
 - ❖ Location
 - ❖ Serial number
 - ❖ Record of maintenance and repair performed
 - ❖ Monthly volume by piece of equipment
- r) Contractor shall be responsible for notifying the Court when a copier is discontinued by the manufacturer and upgraded to newer models at no additional cost.
- s) All devices and services must comply with Cal/OSHA regulations.
- t) Contractor shall provide the Material Safety Data Sheets (MSDS) for all products that may contain hazardous materials.

2.2 Copier General Features/Specifications

The Court has grouped its current fleet of copiers into three (3) levels as set forth below. All proposed copiers must meet the minimum technical specifications and the desired features.

a) Minimum Technical Specifications:

Level One (1)-Low Volume

- ❖ Speed 20-49 copies per minute
- ❖ One (1) paper tray holding 500 sheets of 8.5"x11"
- ❖ One (1) paper tray holding 500 sheets of 8.5"x14"

Level Two (2)-Mid High Volume

- ❖ Speed 50-59 copies per minute
- ❖ Manufacturers' minimum monthly volume shall be 450,000 for black and white and 15,000 for color copies

- ❖ Must have a minimum of four (4) paper sources and a minimum capacity of 3,000 sheets with the capacity of 11x17 printing

Level Three (3)-High Volume

- ❖ Speed 60+ copies per minute
- ❖ Scanning Resolution 600 x 600 dpi minimum

b) Minimum Desired Features:

- ❖ Have copying, scanning, faxing and printing capabilities.
- ❖ Have digital technology.
- ❖ Incorporate a digital scanner to digitize the image, store the image in memory, and produce copies from memory.
- ❖ Use “scan once, print many” technology.
- ❖ Be compatible with network printing via Ethernet.
- ❖ Compatibility with Windows and macOS.
- ❖ Integration with common document management systems.
- ❖ Scan-to-email, scan-to-folder, scan-to-cloud options.
- ❖ Bypass tray for specialty media.
- ❖ Minimum print speed (e.g., 35-50 ppm for standard office units).
- ❖ Have 10/100MB Ethernet connection. (Stand alone; non-networked copiers do not need to be equipped for connectivity)
- ❖ Have the capability of upgrading to network connectivity and be Postscript II and III compliant.
- ❖ Use code capabilities for printing out usage reports by department.
- ❖ Be capable of Reduction/Enlargement rates of 25-400% in 1% increments.
- ❖ Have automatic two-sided copying capable of 1:2, 2:2, and 2:1.
- ❖ Have offset stacking and finishing capabilities with a minimum of two (2) stapling positions.
- ❖ Have an automatic document feeder.
- ❖ Have booklet mode features.
- ❖ Have non-image area erase feature.
- ❖ Have a minimum original and copy size of 4” x 6” and at minimum a maximum original and copy size of 11” x 17”.
- ❖ Have 2-hole and 3-hole punch option.
- ❖ Have a Black and White only option, if color capable.
- ❖ Have Edge to Edge copying capability.
- ❖ Have automatic exposure control.
- ❖ Have automatic job start.
- ❖ Have auto energy saver.
- ❖ Have available accessories such as sorters, document feeders, large capacity trays, etc.
- ❖ Include a stand, table, or similar equipment, if non-floor models.

2.3 Support Services

Contractor will provide support services and service levels for all work provided under the Agreement.

(a) “Level 1 Support” means qualifying and logging all Technical Support Incidents, answering technical inquiries via telephone support and email regarding the Work and performing limited diagnostic services.

(b) “Level 2 Support” means, with the use of technical support specialists: (i) performing Defect isolation, Defect replication and interoperability testing; (ii) performing remote diagnostic services and on-site troubleshooting, if required; (iii) identifying the source of Defects; (iv) developing a reproducible test case for any Defect and documenting the details of such Defect for escalation to Level 3 Support; and (v) developing and implementing Workarounds where reasonably possible.

(c) “Level 3 Support” means, with the use of backup engineering and technical support staff, isolating Defects and developing Defect corrections including, without limitation, Upgrades.

(d) “Reporting Date” means the date that the Court reports the Defect at issue.

(e) “Resolution Period” means the period of time elapsed from Contractor’s receipt of a report of a Defect until the time such Defect is resolved, and normal production functionality has been achieved, excluding any time of the Court to perform acceptance testing on the applicable Defect correction.

(f) “Severity Level” means the actual impact of a Defect on a user’s operational environment as further described in the table below.

(g) “Standard M&S Hours” means **8:00 AM to 5:00 PM Pacific Time on all Business Days.**

(h) “Technical Support Incident” means a single, indivisible problem reported or technical inquiry made regarding the Deliverable, service, Licensed Software or any other part of the Work, including without limitation user questions or Defect reports. A Technical Support Incident is only closed when mutually agreed by the parties.

Severity Level	Description	Resolution Hours	Response Period	Resolution Period
Severity Level 1	A Severity Level 1 Defect exists if: (i) a critical component of a service, Deliverable, Licensed Software or other item of Work has stopped, or is so severely impacted that the Work or component cannot reasonably continue to operate, or the Court or user is prevented from performing a task critical to the normal operation of the Judicial Branch Entities, and there is no Workaround available for the foregoing; or (ii) data is corrupted or data integrity issues related to security or confidentiality leads to noncompliance with legal requirements or regulations.	24 hours per day, 7 days per week	30 minutes	2 hours
Severity Level 2	A Severity Level 2 Defect exists if: (i) a critical component of a service, Deliverable, Licensed Software, or other item of Work is unavailable or will not work but a Workaround is available; or (ii) a non-critical component of a service, Deliverable, Licensed Software or other item of Work is unavailable or will not work and there is no Workaround.	Standard M&S Hours	30 minutes	One Business Day
Severity Level 3	A Severity Level 3 Defect exists if the noncritical component result is not as expected but a Workaround for the item of Work is available and there is no significant impact to the end user.	Standard M&S Hours	2 hours	120 hours
Severity Level 4	All Defects other than Severity Level 1 Defects, Severity Level 2 Defects and Severity Level 3 Defects (e.g., minor or cosmetic Defects). Workarounds are available.	Standard M&S Hours	2 hours	30 days

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 numbers which will be provided by the Court.
- 3.2 Invoices must be submitted to the Court's Accounts Payables department at accountspayables@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 their 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 written 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 services. Payment will be made based upon completion of tasks as provided for in the agreement between Court and selected service provider.

4.0 PRE-PROPOSAL CONFERENCE

The Court will hold a pre-proposal conference on the date identified in the timeline above. The pre-proposal conference will be held over Zoom. <https://alameda-courts-ca.gov.zoomgov.com/j/1610646601?pwd=s5AofdtEvv3mzqyPByB8h1OZSU6rOL.1>

Attendance at the pre-proposal conference 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 12. 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 SUBMISSIONS 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 clarify of content.
- 6.3 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.
- 6.4 Late proposals will not be accepted.

7.0 PROPOSAL CONTENTS

The Prospective Bidder should refer to the RFP Checklist (Attachment 17) 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 15).
 - 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 back, 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.
 - 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 Acts and California Fair Employment and Housing Act Certification (Attachment 7) and submit the completed certification with its proposal.

- v. The Prospective Bidder must complete the Iran Contracting Act Certification (Attachment 8) and submit the completed certification with its proposal.
- vi. The Prospective Bidder must complete the Small Business Declaration (Attachment 9) and submit the completed certification with its proposal, if it chooses to opt for this incentive.
- vii. The Prospective Bidder must complete and submit with its proposal the Bidder Declaration form (Attachment 10) only if it wishes to claim the disabled veteran business enterprise (DVBE) incentive associated with this solicitation.
- viii. The Prospective Bidder must complete and submit with its proposal the DVBE Declaration (Attachment 11) 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.
- ix. The Prospective Bidder must submit a completed Contact Sheet (Attachment 13) with its proposal.
- x. The Prospective Bidder must submit a completed Reference Check Form (Attachment 14) with its proposal by providing names, addresses, and telephone numbers of a minimum of three (3) clients for whom they have conducted similar services. The Court may check references listed by the Prospective Bidder.
- xi. 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.

- xii. Copies of the Prospective Bidder's (and any subcontractors') current business licenses, professional certifications, or other credentials.
- xiii. The Prospective Bidder must submit with its proposal, for itself and each of its affiliates that make sales for delivery into California, a copy of either (i) a California seller's permit issued under Revenue and Taxation Code section 6066 et seq. or (ii) a certificate of registration issued under Revenue and Taxation Code section 6226.
- xiv. 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 information must be included in the cost proposal.

- a. Completed Cost Proposal Template (Attachment 16).
- b. Lease rate for 60 months that includes all desired features, must include delivery, installation, configuration, training, maintenance and supplies (except paper).
- c. Proposed prices will include all federal, state and local taxes.
- d. The lease rate will be fixed for the contract term with no price increase.

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

Technical proposals will be evaluated and scored by an evaluation committee. The technical scores will be posted to the Court's website prior to the Public Opening of Cost Proposals. The Court may not make an award to a bidder with a technical score less than 42 points (70% of the available technical proposal points).

The cost portion of proposals will be publicly opened at the date and time noted in the RFP Timeline.

- 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 Evaluation of Cost Proposals. Cost proposals may be reviewed only if the technical proposal receives a score of at least 42 points and is deemed to be qualified. Where more than one-line item is specified in the solicitation, the Court reserves the right to determine the highest evaluated Contractor, either on the basis of individual items, combination of items as specified in the solicitations, or on the basis of all items included in the solicitation, unless otherwise expressly provided.
- 9.3 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.
- 9.4 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/Pricing	40
Qualifications, Experience and References for similar assignments	10

CRITERION	MAXIMUM NUMBER OF POINTS
Response to Technical Proposal	40
Acceptance of the Terms and Conditions	10
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.

10.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE TO THIRD PARTIES AND MEMBERS OF THE PUBLIC PRUSUANT TO APPLICABLE LAWS, INCLUDING PUBLIC DISCLOSURE PURSUANT TO RULE 10.500 OF THE CALIFORNIA RULES OF COURT . Except as required by law, 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 may be disclosed in response to applicable public records requests, or as otherwise required by law. Such disclosure may be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” “copyright ©,” 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 Prospective Bidder to the potential public disclosure of its proposal content, as set forth in this Section. **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 9.4 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 10). 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 11) 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 this solicitation is for IT goods and services, the application of the DVBE incentive may be affected by application of the small business preference. For additional information, see the Court's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.

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 SMALL BUSINESS PREFERENCE

Small business participation is not mandatory. Failure to qualify for the small business preference will not render a proposal non-responsive.

Eligibility for an application of the small business preference is governed by the Court's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services. The Prospective Bidder will receive a small business preference if, in the Court's sole determination, the Prospective Bidder has met all applicable requirements. If the Prospective Bidder receives the small business preference, the score assigned to its proposal will be increased by an amount equal to 5% of the points assigned to the highest-scored proposal. If a DVBE incentive is also offered in connection with this solicitation, additional rules regarding interaction between the small business preference and DVBE incentive apply.

To receive the small business preference, the Prospective Bidder must be either (i) a Department of General Services ("DGS") certified small business or microbusiness performing a commercially useful function, or (ii) a DGS-certified small business nonprofit veteran service agency.

If the Prospective Bidder wishes to seek the small business preference, the Prospective Bidder must complete and submit with its proposal the Small Business Declaration (Attachment 9). The Prospective Bidder must submit with the Small Business Declaration all materials required in the Small Business Declaration.

Failure to complete and submit the Small Business Declaration as required will result in the Prospective Bidder not receiving the small business preference. In addition, the Court may request additional written clarifying information. Failure to provide this information as requested will result in the Prospective Bidder not receiving the small business preference.

If the Prospective Bidder receives the small business preference, (i) the Prospective Bidder will be required to complete a post-contract report; and (ii) failure to meet the small business commitment set forth in its proposal will constitute a breach of contract.

FRAUDULENT MISREPRESENTATION IN CONNECTION WITH THE SMALL BUSINESS PREFERENCE IS UNLAWFUL AND IS PUNISHABLE BY CIVIL PENALTIES. SEE GOVERNMENT CODE SECTION 14842.5.

13.0 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 a 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 1801.2026.1.ZX
1225 Fallon Street, Room 210
Oakland, CA 94612

The deadline for submitting 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 1801.2026.1.ZX
1225 Fallon Street, Room 210
Oakland, CA 94612

14.0 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 text, images, video, audio, code, and data visualizations, that emulates the structure and characteristics of the system’s training data.

- 14.1 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., 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.
- 14.2 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.
- 14.3 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.