

REQUEST FOR PROPOSALS

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

REGARDING:

Courtwide Space Management Software
SC 1806.2026.2.ZX

PROPOSALS DUE:

October 13, 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 – Courtwide Space Management Software
RFP Number:	SC 1806.2026.2.ZX
RFP Issue Date:	September 29, 2026
RFP Issuing Office:	Finance and Facilities Division
Procurement Contact:	Superior Court of California, County of Alameda Finance and Facilities Division Attention: Procurement – Eddie Sanchez RFP SC 1806.2026.2.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:	October 5, 2026 @ 10:00 AM Pacific Time https://alameda-courts-ca-gov.zoomgov.com/j/1656722813?pwd=eZhWvmbInWdkjwDI1UiJfjdblPxJXo.1
Deadline for Questions:	October 5, 2026
Questions and Answers Posted (estimate only):	October 8, 2026
Proposal Due (Closing) Date and Time:	October 13, 2026 no later than 2:00 PM Pacific Time
Evaluation of Proposals (estimate only):	October 14 – 28, 2026
Interview and Demonstration Dates (estimate only):	October 19 - 23, 2026
Public Opening of Cost Portion of Proposals:	November 3, 2026 @ 10:00 AM Pacific Time https://alameda-courts-ca-gov.zoomgov.com/j/1659541380?pwd=aYjfsvlaJyU2ElVNiYd1bP8uO3E4ZA.1
Notice of Intent to Award (estimate only):	November 10, 2026

Negotiations and Execution of Contract <i>(estimate only)</i> :	November 11 – December 14, 2026
Contract Duration <i>(estimate only)</i> :	December 15, 2026 through December 14, 2027 with four one-year options to extend through December 14, 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	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. 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. Note: A material exception may render a proposal non-responsive.
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. <i>Only for solicitations of \$100,000 or more</i>
Attachment 8: 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 9: 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 10: 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 11: Question and Answer Form	Prospective Bidder must use the attached form to submit any questions.
Attachment 12: Contact Sheet	Prospective Bidder must complete the contact information and submit with proposal.
Attachment 13: Reference Check Form	Prospective Bidder must complete the Reference Check Form information and submit with proposal.
Attachment 14: Technical Proposal Template	Prospective Bidder must submit their proposal using the Technical Proposal Template.
Attachment 15: Technical Requirements	Prospective Bidder must complete the Technical Requirements and submit with their Technical Proposal.
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

The Superior Court of California, County of Alameda’s (“Court”) Facilities Unit is responsible for managing 654,992 square feet of facility space across nine court locations, supporting the operational needs of approximately 650 employees. The current process is largely manual and requires staff to physically verify space availability and coordinate requests across locations. Staff have limited visibility in available space, how space is currently being utilized, and the status of requests across all facilities. Requests also require manual coordination and validation, which can result in additional administrative workload and delays in responding to space needs.

The current process also presents challenges during emergency situations, when timely access to accurate, centralized information about facility space, occupancy, and availability is important. In addition, asset management is largely dependent on manual processes, limiting staff ability to maintain comprehensive, real-time visibility of assets and their locations.

The Court is seeking proposals from qualified and experienced vendors to provide a comprehensive space management software solution. The solution should streamline the space request and validation process, provide real-time visibility into space availability and utilization, support efficient coordination and approvals, improve asset management and tracking, and provide timely access to critical facility information during emergency situations. The selected vendor (“Contractor”) will be responsible for system implementation, data migration, configuration, training, documentation, ongoing technical support, and maintenance to ensure the solution effectively meets the Court’s operation and long-term space management needs.

2.0 DESCRIPTION OF GOODS AND/OR SERVICES

The Court seeks the services of a person or entity with expertise in space planning/management software. The proposed solution shall provide an easy-to-use interface for employees and administrators and support space management activities across buildings, floors, departments, units, and individual seats.

2.1. Space Reservation and Employee Experience. The system shall provide the ability to:

- View all current and upcoming space reservations, including desk, room, assigned seat, assigned neighborhood, and meeting room reservations in one easy-to-use interface.
- Reservation capabilities at the seat, meeting room, and neighborhood level.
- Reserve seats, desks, and meeting rooms.
- Reserve, modify, and cancel reservations.

- View seat reservation results through floor plan, list, or calendar views.
- Search for available seats based on assets available at the desk, department or work zone, and nearby reservations of co-workers.
- Locate co-workers and employees who are currently in the office based on space reservations and/or seat assignments.
- Support user roles that allow authorized users to make reservations on behalf of other employees, such as an administrative assistant making desk reservations for an employee they support.
- Establish approval requirements based on reservation type, space type, user, department, location, or other configurable criteria, and allow authorized users to approve, deny, modify, or otherwise manage reservation requests.
- View room availability and reserve meeting rooms through the Court's applicable calendar interface. Room reservations made through the system or integrated calendar shall sync to maintain current room availability and reservation information.

2.2. Employee and Seat Management. The system shall support the management and tracking of employees and their assigned or occupied spaces, including:

- Tracking employees assigned to seats and neighborhoods.
- Tracking attributes associated with flex and assigned seats.
- Tracking employees' work status, including remote, in-office, and hybrid status.
- Initiating and tracking employee moves, including employees moving from another office.
- Providing an automatic queue of employees who have been added to or removed from the Court's HR/directory sync.
- Allowing authorized users to move employees from one space to another using drag-and-drop functionality.
- Capturing and maintaining move history.

2.3. Floor Plans and Space Visualization. The system shall provide interactive floor plan capabilities that allow users to view and manage space and occupancy information. At minimum, the system shall:

- Display current seat counts by floor.
- Display seated headcount on floor plans.
- Depict occupancy at the individual seat level on floor plans.
- Provide multiple floor plan views, including views by department, business unit, manager, or other applicable classifications.
- Allow space reservations and results to be viewed through floor plan, list, and calendar formats.

- Support custom space types and user-defined or configurable data fields at the building and space levels.

2.4. Space Allocation and Classification. The system shall support the capture, maintenance, and reference of information and classification used to define current space allocation by business unit. The system shall support sharing of space allocation information at the:

- Building level
- Floor level
- Neighborhood level

The system shall support configurable space types and associated data fields to allow the Court to maintain information about its spaces.

The system shall also support potential future integration with the Court's maintenance work order system to identify spaces and assets associated with maintenance requests and work orders and shall allow applicable space and asset information to be exchanged between systems.

2.5. Scenario Planning and Space Planning. The system shall provide scenario planning capabilities to support evaluation and modification of potential space changes. The system shall allow authorized users to:

- Create space planning scenarios, such as moving a team from one floor to another.
- Plan multi-floor and multi-building moves.
- Review proposed scenarios with stakeholders.
- Allow stakeholders to modify seat assignments within scenarios.

2.6. Reporting. The system shall provide reporting capabilities for space, employees, assignments reservations, moves, capacity, vacancies, availability, and assets. At minimum, the system shall provide the ability to create and download the following reports:

- Headcount
- Move, add, and change history
- Seat capacity
- Office assignments
- Booking frequency
- Vacancy and availability
- Square footage per headcount by business unit
- Asset quantities, types, and locations

The system shall provide access to real-time reporting covering applicable metrics associated with seat capacity, assignments, booking frequency, vacancy, and availability.

2.7. Room Booking and Utilization Dashboards. The system shall provide visual and interactive dashboards displaying key performance metrics associated with meeting room booking and utilization. Dashboards shall support reporting on metrics including:

- Overall room utilization
- Peak room utilization
- Room fit and usage
- Busiest booking times
- Capacity
- Space type
- Other applicable room booking metrics.

2.8. Building Occupancy and Presence Reporting. The system shall provide utilization dashboards and reporting capabilities that allow the Court to evaluate how buildings are being occupied using badge and/or Wi-Fi presence data. The system shall:

- Provide utilization dashboards based on available badge or Wi-Fi presence data.
- Provide utilization and presence reporting.
- Allow utilization and presence reports to be scheduled for automatic delivery.

2.9. Technology Requirements. The system shall meet the Court's technology, security, integration, data management, availability, and technical support requirements described below.

- a. **Hosting Environment.** The system shall be provided through a secure cloud-based Software as a Service (SaaS).
- b. **Data Security.** The system shall protect Court data both at rest and in transit using industry standard encryption and security controls. The system shall employ appropriate key management practices to protect encrypted data.
- c. **Multi-Factor Authentication and Single Sign-On.** The system shall support integration with the Court's existing identity-management environment, Microsoft Entra ID, for authentication and Single Sign-On.
- d. **Role Based Access Control.** The system shall provide role-based access controls that allow the Court to establish and manage user roles and permissions. The system shall allow access to employee, space, reservation, reporting, and administrative information to be restricted based on assigned user roles and permissions.
- e. **HR or Directory Integration.** The system shall integrate with the Court's HRIS, Workday, or the Court's active directory system, Entra. The system shall support the automated addition, modification, and removal of employee

information based on changes received from the Court's HR or directory systems. The system shall support an automated process for identifying employee records that have been added or removed with HR/directory synchronization.

- f. Calendar Integration.** The system shall integrate with Microsoft Exchange/Outlook for meeting room scheduling and visibility.
- g. Maintenance/Work Order System Integration.** The system shall have the ability to integrate with the Court's existing maintenance/work order system, Limble Solutions.
- h. Integration and APIs.** The system shall provide application programming interface (APIs), web services, connectors, or other standard integration methods to allow the exchange of information with other Court systems. Integration capabilities shall support the secure transfer of applicable employee, space, reservation, occupancy, and other required data.
- i. Badge and Wi-Fi Data Integration.** The system shall support integration with available badge and/or Wi-Fi presence data.
- j. Data Import and Export.** The system shall support the import and export of data using commonly used, machine-readable formats. The system shall support the import and export of applicable employee, space, seat, reservation, asset, and reporting data.
- k. Data Ownership and Portability.** All Court data entered into, generated by, or maintained within the system shall remain accessible to the Court. The system shall provide the Court with ability to retrieve its data in a commonly used, machine-readable format upon request, and shall provide a process for the return or extraction of Court data upon expiration or termination of the agreement.
- l. System Availability and Reliability.** The system shall provide reliable and continuous access to users 24/7 and function no less than 95% of the day.
- m. Service Level Requirements.** The Contractor shall agree to provide the service levels as set forth in Attachment 2, Terms and Conditions, Appendix F.
- n. Backup and Disaster Recovery.** The Contractor shall maintain regular backups of Court data, and shall maintain documented disaster recovery procedures to restore system functionality and Court data following a system failure, outage, or other disruptive event. The Contractor shall establish and maintain recovery time objectives and recovery point objectives appropriate to the system.
- o. Audit Logging.** The system shall maintain audit logs of applicable user and administrative activity, and track significant system transactions and changes, including changes to employee assignments, space assignments, reservations,

and other activities. Authorized Court users shall have the ability to access applicable audit information.

- p. Privacy and Data Protection.** The system shall protect employee and organizational information maintained within the system, and shall provide appropriate controls for data access, retention, and protection. The Contractor shall maintain procedures for identifying, reporting, and responding to security or privacy incidents involving Court data.
- q. Implementation, Technical Support, and Maintenance.** The Contractor shall provide implementation services necessary to configure and deploy the solution. Implementation shall include:
- Project planning and management;
 - System configuration;
 - Data migration;
 - System integrations;
 - Testing;
 - User and administrator training, and;
 - Transition to production.

The Contractor shall provide ongoing technical support for the duration of the agreement, and provide system maintenance, updates, upgrades, and security patches necessary to maintain the functionality and security of the solution. The Contractor shall provide a process for reporting, tracking, and resolving technical issues and system defects.

- r. Requirement Compliance.** The system shall meet all mandatory requirements identified in this scope of work unless otherwise specifically identified by the Contractor in its proposal.

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.

Attendance at the pre-proposal conference is **MANDATORY**. Each Prospective Bidder must be certain to check in at the pre-proposal conference, as the attendance list will be used to ascertain compliance with this requirement. The Court will reject a proposal from any Prospective Bidder who did not attend the pre-proposal conference.

5.0 QUESTIONS

- 5.1. Prospective Bidders who attend the Pre-Proposal Conference may submit a request for clarifications, modifications, or questions to the Court using the Question and Answer Form, provided in Attachment 11. 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 or provide a response to questions submitted by Prospective Bidders who did not attend the Pre-Proposal Conference.
- 5.3. 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 clarity 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 14).
 - b.** Response to Technical Requirements (Attachment 15).
 - c.** 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.
 - 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.**
- d. Certifications, Attachments, and other requirements.
- i. The Prospective Bidder must complete the General Certifications Form (Attachment 4) and submit the completed form with its proposal.
 - ii. The Prospective Bidder must complete the Darfur Contracting Act Certification (Attachment 5) and submit with 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 Small Business Declaration (Attachment 8) and submit the completed certification with its proposal, if it chooses to opt for this incentive.
 - vi. The Prospective Bidder must complete and submit with its proposal the Bidder Declaration form (Attachment 9) only if it wishes to claim the disabled veteran business enterprise (DVBE) incentive associated with this solicitation.

- vii. The Prospective Bidder must complete and submit with its proposal the DVBE Declaration (Attachment 10) 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.
- viii. The Prospective Bidder must submit a completed Contact Sheet (Attachment 12) with its proposal.
- ix. The Prospective Bidder must submit a completed Reference Check Form (Attachment 13) 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.
- x. 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.
- xi. Copies of the Prospective Bidder’s (and any subcontractors’) current business licenses, professional certifications, or other credentials.
- xii. 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).
 - i. Initial configuration and implementation.

- ii. Software licensing costs, if applicable. If cost is per user, please calculate at 650 employees.
 - iii. Hosting fees, if applicable.
 - iv. Ongoing costs (by year) including, but not limited to, technical support, maintenance, and subscription fees, if applicable.
 - v. Any additional required contract costs.
 - vi. Any optional costs.
- b. The Cost Proposal Template must be submitted as an excel file in its original format.

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 of less than 49 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 received a score of at least 49 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 (Attachment 16)	30
System Functionality & Capabilities (Attachment 14, Questions 1, 3-6, 8-15)	40
User Experience & Usability (Attachment 14 Questions 2 and 7)	10
Interviews/Demonstrations (Attachment 14)	15
Acceptance of Terms and Conditions (Attachment 3)	5
IT Requirements (Attachment 15)	Pass/Fail
DVBE Incentive (Attachments 9 & 10)	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 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 9.4 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 9). 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 10) 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 8). 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 1806.2026.2.ZX
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 1806.2026.2.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.