



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

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ADDENDUM 1

Date	Action Requested
December 4, 2009	Please review Addendum Item and
To	the Q&A below:
Potential Proposers	Contact
	occm_solicitations@jud.ca.gov
From	
Administrative Office of the Courts,	
Office of Court Construction and Management	
Facilities Operations	
Subject	
Addendum No. 1	
Parking Facility Management for Carol	
Miller Justice Center in Sacramento	
Solicitation Number: OCCM-2009-05	

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1. Attachment E, Sample Agreement – The following provision will be added to the Sample Agreement and the eventual Agreement with the successful proposer:

Agreement Term and Renewals

- A. The initial three-year term of the Agreement shall commence on effective date and expire on the expiration date.
- B. The term of this Agreement may be extended for two additional one-year periods at the sole option of the State.
- C. The parties agree that any extension of this Agreement is subject to a written Amendment.
- D. This Agreement is of no force and effect until signed by both parties. Any commencement of performance prior to execution of this Agreement by Contractor shall be at Contractor's own risk.

Parking Facility Management for Carol Miller Justice Center in Sacramento
RFP # OCCM-2009-05

#	RFQ Reference	Question	Answers
1	OCCM-2009-05: Page 4 Sec. 2	This section specifies a 3 year term with 2 options of 1 year each. Who's option – AOC or Operator? May Operator decline to accept the AOC's exercise of an option to renew?	Please see Addendum Item 1. Any extension will be at the sole option of the AOC and the Contractor could decline the option.
2	OCCM-2009-05: Page 9 Sec. 8.1	Labor and materials to be furnished by selected proposer "at its own expense", however we interpret the RFP as a management agreement, as such we assume that these expenses are subject to reimbursement by AOC. IS this correct?	Any additional expenses outside of the management agreement will require written approval from the AOC prior to expenditure and if direct reimbursement is made the purchases then become the property of the AOC and are to be used solely for the management of the parking facility.
3	OCCM-2009-05: Page 9 Sec 10	Any non- emergency costs in excess of the budget must be approved in advance in writing by AOC. However Sec. 15.1.D suggests that there will be a bit more budget flexibility. Should proposers assume Section 15.1.D will govern over Section 10.1?	Section 14.1 D will govern section 10.1.
4	OCCM-2009-05: Page 12 Sec. 15.2.A	Record Retention is 3 years; would there be an exception for tickets or other bulky items, or would AOC agree to provide storage for these items?	An exception could be made for tickets provided confirmation of tickets is verified in monthly invoices.
5	OCCM-2009-05: Page 13& 14 Sec. 18.	Is liability insurance subject to reimbursement as an operating expense?	Yes.
6	OCCM-2009-15: Sec. 18.2.F	Please note that our insurance carrier requires that we state that we will "endeavor to" provide 30 days written notice in the event of policy cancellation, non-renewal or material change. Is this acceptable?	No, the language will remain requiring the contractor's insurer to provide 30 days notice of cancellation.