JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS

# STANDARD AGREEMENT COVERSHEET

| MASTER AGREEMENT NUMBER |
|---|
| MA 301110 |
| FEDERAL EMPLOYER ID NUMBER |
| 52-0675776 |

1. In this agreement (the "Master Agreement"), the term "Contractor" refers to Dunbar Armored Inc. and the term "AOC" refers to the Judicial Council of California, Administrative Office of the Courts.

2. This Master Agreement becomes effective as of **August 1, 2011** (the "Effective Date") and expires on **June 30, 2013,** unless the AOC elects the option to extend the term, as set forth in Exhibit C, Section 2, Term, of the Master Agreement Terms and Conditions, or as the parties otherwise amend this Master Agreement.

3. The title of this Master Agreement is: Armored Car Services.

   The parties agree that Contactor will furnish to the 58 Superior Courts of California, the California Appellate Courts, which includes the Supreme Court of California, and the Administrative Office of the Courts (individually referred to as a member of the "Purchasing Group" or "Customer"), services and materials as required in this Master Agreement.

   The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Master Agreement.

4. The purpose of this Master Agreement is to set forth the terms and conditions that apply to Contractor's furnishing of armored car services as requested in RFP No. FIN-111810CK to members of the Purchasing Group. This Master Agreement does not of itself encumber funds and the AOC is not obligated to encumber funds as a result of entering into this Master Agreement.

   This Master Agreement does not obligate the AOC or members of the Purchasing Group to issue orders under this Master Agreement or guarantee that Contractor will receive a specific volume of business from the AOC or members of the Purchasing Group.

5. The parties agree to the terms and conditions of this Master Agreement and acknowledge that this Master Agreement (made up of this coversheet, the following exhibits, any attachments, any and all authorized Work Orders, incorporated into this Master Agreement by reference) contains the parties' entire understanding related to the subject matter of this Master Agreement. If there are any inconsistent terms in the exhibits, the following is the descending order of precedence: Exhibit C, B, A.

Exhibit A – Statement of Work
Exhibit B – Payment Provisions
Exhibit C – Master Agreement Terms and Conditions

| AOC'S SIGNATURE | CONTRACTOR'S SIGNATURE |
|---|---|
| Judicial Council of California,<br>Administrative Office of the Courts | CONTRACTOR'S NAME *(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)*<br>Dunbar Armored Inc. |
| BY *(Authorized Signature)* | BY *(Authorized Signature)* |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>***Grant Walker, Senior Business Services Manager*** | PRINTED NAME AND TITLE OF PERSON SIGNING<br>Russell E. Daniels<br>Sr. Vice President- Admin & Risk Mgmt. |
| ADDRESS<br>455 Golden Gate Avenue<br>San Francisco, CA 94102 | ADDRESS<br>Attn: Rosemary Ayala<br>50 Shilling Road<br>Hunt Valley, MD 21031 |

**EXHIBIT A**
**WORK TO BE PERFORMED**

1. General Description

   a. The contractor shall provide statewide armored car services (known as the Work) as described in this Attachment 2, Work to be Performed to all Purchasing Group members. The contractor shall provide Work at any time of the year, to all members of the Purchasing Group locations; Attachment 9 Purchasing Group locations are subject to change if a judicial facility closes or if new judicial facilities are opened. Contractor shall provide the products and services to the new judicial facilities with the same terms and conditions of this Master Contract.

   b. Purchasing Group members may order the pick- up and delivery of bank deposits to Purchasing Group member's bank or financial institutions, under this Master Agreement.

2. Routing Schedule

   a. Contractor shall provide same day armored car pickup and delivery of bank deposit services to Purchasing Group member's bank or financial institution daily, Monday through Friday, from 8:00 a.m. – 5:00 p.m. PST; times to be mutually agreed upon by Purchasing Group members and Contractor. No pick-ups will be required by Purchasing Group members and bank holidays.

   Holidays:
   New Years Day
   Martin Luther King, Jr., Day
   Lincoln's Birthday
   Washington's Birthday
   Cesar Chavez Day
   Memorial Day
   Independence Day
   Labor Day
   Columbus Day
   Veterans Day
   Thanksgiving Day
   Day after Thanksgiving
   Christmas Day

   b. If the deposit is not ready when Contractor arrives, Contractor shall attempt to provide a return trip if route scheduling permits.

   c. Contractor is required to establish procedures to insure that all bank deposit bags are tracked, inventoried, and delivered promptly to the correct bank or financial institution as designated on the bag. Should an error occur such as incorrect delivery or loss, Contractor shall provide verbal notice of the error to the appropriate Purchasing Group member immediately upon discovery, followed up by written notification within one (1) business day.

   d. Any pick-ups suspended by the Contractor due to an act of Force Majeure, shall not be invoiced to the Purchasing Group member. Contractor is not required to pick-up on days that access to a particular location is closed due to weather related emergencies as advertised on radio and television.

3. Materials/Deposit Bags

   a. Contractor shall provide all needed supplies, including but not limited to: manifests, deposit bags, pick-up sheets, receipt books, tags and forms at an additional cost for all Purchasing Group member's locations.

   b. Contractor shall notify the AOC Project Manager and all Purchasing Group members of any changes to supply items during the term of the Master Agreement prior to official use of same. Replaced supply items shall be the same quality or better than that originally proposed. Any cost incurred in changing supplies shall be borne by the Contractor.

   c. Contractor shall provide no less than a one (1) month's supply of supply items at each Purchasing Group member's location. Purchasing Group members will monitor their amount of supplies on hand and shall have the responsibility of contacting Contractor to refill orders. Supplies will be delivered by Contractor within three (3) business days of the request from the Purchasing Group member.

   d. Tamper evident bank bags shall be ordered directly from Dunbar BankPak for delivery to the designated Purchasing Group member location.

4. Deposit Pick-up Procedure

   a. Contractor shall provide armored car services daily during the Purchasing Group member's regular business hours as scheduled by the Purchasing Group member, excluding Saturdays, Sundays and holidays observed the Purchasing Group member, unless other specified on Purchasing Group member's Purchase Order.

   b. Contractor shall provide a signed, sequentially numbered receipt to the Purchasing Group member for deposits received at the time pick-up as detailed on the Purchasing Group member's Purchase Order. Requests for copies of deposit pick-up receipts by the Purchasing Group members will be provided by Contractor within five (5) business days of the request by Purchasing Group member.

   c. Contractor must retain the original receipt for no less than five (5) years, as well as the ability to provide deposit tracking for the same five (5) year period. Contractor is solely liable for the security and contents of the deposits and deposit bag once the Purchasing Group member is given the receipt(s) for the deposits and deposit bags and releases the sealed bags to Contractor's carrier personnel.

   d. Contractor's personnel are required to wear an "All Valuables Shipment" (AVS) badge all times while they are working. Only personnel who are fully licensed and have been fully trained are eligible to receive an AVS card.

   e. Contractor acknowledges that they do not have a system in place to provide a list of personnel, photographic identification and an original or clear copy signature for personnel who pick up and sign for deposits.

   f. Contractor is solely liable for the security and contents of the deposit/bags immediately upon receipt into Contractor's possession. Contractor's liability ceases upon receipt of signature from an authorized employee at the receiving location.

5. Deposit Drop-off Procedure

   a. Contractor will return any bank provided receipts to the Purchasing Group Member location. Confirmation of delivery to the Purchasing Group Member's bank is available

on line at contractor's secure website at www.dunbarvaluetrak.com. Contractor does not retain copies of Purchasing Group Member bank receipts.

b. It will be the responsibility of the Contractor to insure that the proper standard and industry specific controls are in place to prevent any tampering of bags and their contents.

c. Other secure identification or deposit pick up/delivery procedures, if proposed and explained in detail, will be evaluated and; at the discretion of the AOC, these alternate procedures may be considered for incorporation into the Master Agreement.

6. Staffing

a. Contractor will appoint a dedicated senior level individual and a qualified substitute as Contractors representative for the entire period of the Master Agreement and Purchasing Group member's Purchase Order, and to act as a liaison with the AOC and Purchasing Group members. This representative will be solely responsible for insuring that the Contractor's requirements of the Master Agreement and Purchasing Group members are met, implementing AOC and Purchasing Group member's instructions and resolving issues that may arise on a day-to-day basis during the term of the Master Agreement and Purchasing Group member's Purchase Orders.

b. Contractor shall maintain a toll-free number for inquiries and customer service.

c. The Purchasing Group member reserves the right to review the personal background and qualifications of the Contractor's assigned personnel.

7. Claims

a. Purchasing Group members agree to diligently attempt to substantiate and assist in establishing the identity of any property lost, damaged or destroyed constituting part of any loss, however, Contractor bears sole responsibility in the event of loss from whatever cause.

b. Contractor's responsibility shall include payment to the Purchasing Group member that suffers a loss as described in 7a of:

- Declared value as appears on the deposit documentation.
- Costs necessary for check reconstruction, including stop payment fees, postage, labor plus any other reasonable costs in replacing checks up to $2 million dollars per occurrence.

Reconstruction shall mean to identify the checks only to the extent of determining the face amount of the checks and the identity of the maker or the endorser of each.

c. Timely response to all inquiries and requests for information is required of Contractor.

d. Cases that have not been resolved by Contractor within thirty (30) calendar days will be submitted to Contractor as a claim. All claims must be submitted in writing to Contractor within thirty (30) days of occurrence. The claim letter should include the date of the occurrence, the amount of the claim, and the basis for determining that Contractor is responsible. A claims adjuster will be assigned to all claims covered by insurance.

e. Certain business records must be provided to Contractor to substantiate the amount of loss. This would include a copy o the receipt signed by Contractor, a copy of the deposit ticket, a check listing, and any other records maintained through the normal course of business that would substantiate the loss. Claims are processed in two to four weeks.

8. Program Reports:

Contractor reports are available online at the Contractor's website. Additional reports such as invoice reports, claims reports and issues reports are not available monthly. They are provided as applicable and are casually driven. Specific reports requested by Purchasing Group Members can be negotiated between the Purchasing Group Members and Contractor.

END OF EXHIBIT A

## EXHIBIT B

## PAYMENT PROVISIONS

1. Pricing

The price schedule is set forth below.

| Loc Name | Loc Address | Loc City | Delivery to the Bank: Same Day | Delivery to the Bank: Next Day | Base Price Per Month |
|---|---|---|---|---|---|
| David V. Kenyon Juvenile Justice Center | 7625 South Central Avenue | Los Angeles | x | | $286.00 |
| Central Civil West Court | 600 South Commonwealth Avenue | Los Angeles | x | | $286.00 |
| Metropolitan Courthouse | 1945 South Hill Street | Los Angeles | x | | $286.00 |
| Clara Shortridge Foltz Criminal Justice Center | 210 West Temple Street | Los Angeles | x | | $286.00 |
| Central Arraignment Courts | 429 Bauchet Street | Los Angeles | x | | $286.00 |
| Stanley Mosk Courthouse | 111 North Hill Street | Los Angeles | x | | $286.00 |
| Hall of Records | 320 West Temple Street | Los Angeles | x | | $286.00 |
| County Records Center | 222 North Hill Street | Los Angeles | x | | $286.00 |
| 300 S. Spring Street - 2 DCA 1-5, 7-8 and Sup | 300 S. Spring Street | Los Angeles | x | | $286.00 |
| East Los Angeles Courthouse | 4848 E. Civic Center Way | East Los Angeles | x | | $286.00 |
| West Los Angeles Courthouse | 1633 Purdue Avenue | Los Angeles | x | | $286.00 |
| Small Claims Court - 99A | 1633 Purdue Ave. | Los Angeles | x | | $286.00 |
| Former Jury Assembly Trailer | 1633 Purdue Ave. | Los Angeles | x | | $286.00 |
| Jury Assembly Trailer | 1633 Purdue Ave. | Los Angeles | x | | $286.00 |
| 1772 LaBaig Avenue | 1772 LaBaig Avenue | Los Angeles | x | | $286.00 |
| Hollywood Courthouse | 5925 Hollywood Boulevard | Los Angeles | x | | $286.00 |
| Eastlake Juvenile Court | 1601 Eastlake Avenue | Los Angeles | x | | $286.00 |
| Airport Courthouse | 11701 South La Cienega Boulevard | Los Angeles | x | | $286.00 |

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| Mental Health Court | 1150 North San Fernando Road | Los Angeles | x | $286.00 |
| Beverly Hills Courthouse | 9355 Burton Way | Beverly Hills | x | $286.00 |
| Compton Courthouse | 200 West Compton Boulevard | Compton | x | $286.00 |
| Downey Courthouse | 7500 East Imperial Highway | Downey | x | $286.00 |
| Los Padrinos Juvenile Court | 7281 East Quill Drive | Downey | x | $286.00 |
| Huntington Park Courthouse | 6548 Miles Avenue | Huntington Park | x | $286.00 |
| Malibu Courthouse | 23525 Civic Center Way | Malibu | x | $286.00 |
| Redondo Beach Courthouse | 117 West Torrance Boulevard | Redondo Beach | x | $286.00 |
| Inglewood Juvenile Court | 110 Regent Street | Inglewood | x | $286.00 |
| Inglewood Courthouse | One Regent Street | Inglewood | x | $286.00 |
| Santa Monica Courthouse | 1725 Main Street | Santa Monica | x | $286.00 |
| S. Bay Muni Court Jury Assembly Trailer | 825 Maple Dr. | Torrance | x | $286.00 |
| Torrance Courthouse | 825 Maple Avenue | Torrance | x | $286.00 |
| Torrance Annex | 3221 Torrance Boulevard | Torrance | x | $286.00 |
| S. Bay Municipal Traffic Court Trailer | 825 Maple Dr. | Torrance | x | $286.00 |
| Whittier Courthouse | 7339 South Painter Avenue | Whittier | x | $286.00 |
| Norwalk Courthouse | 12720 Norwalk Boulevard | Norwalk | x | $286.00 |
| Catalina Courthouse | 215 Sumner Avenue | Avalon | x | $286.00 |
| Bellflower Courthouse | 10025 East Flower Street | Bellflower | x | $286.00 |
| San Pedro Courthouse Annex | 638 South Beacon Street | San Pedro | x | $286.00 |
| San Pedro Courthouse | 505 South Centre Street | San Pedro | x | $286.00 |
| Long Beach Courthouse | 415 West Ocean Boulevard | Long Beach | x | $286.00 |
| Long Beach Courthouse Modular | 415 W. Ocean Blvd. | Long Beach | x | $286.00 |
| Monrovia Training Center | 300 W. Maple Ave. | Monrovia | x | $286.00 |
| Monrovia Warehouse | 250 W. Duarte Road | Monrovia | x | $286.00 |

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| Pasadena Courthouse | 300 East Walnut Avenue | Pasadena | x | $286.00 |
| Glendale Courthouse | 600 East Broadway | Glendale | x | $286.00 |
| Chatsworth Courthouse | 9425 Penfield Avenue | Chatsworth | x | $286.00 |
| San Fernando Courthouse | 900 Third Street | San Fernando | x | $286.00 |
| Sylmar Juvenile Court | 16350 Filbert Street | Sylmar | x | $286.00 |
| Santa Clarita Administrative Center | 23757 West Valencia Boulevard | Santa Clarita | x | $286.00 |
| Santa Clarita Courthouse | 23747 West Valencia Boulevard | Santa Clarita | x | $286.00 |
| Van Nuys Courthouse West | 14400 Erwin Street Mall | Van Nuys | x | $286.00 |
| Van Nuys Courthouse East | 6230 Sylmar Avenue | Van Nuys | x | $286.00 |
| Burbank Courthouse | 300 East Olive | Burbank | x | $286.00 |
| 2255 N. Ontario - JCC AOC South | 2255 N. Ontario St., Suite 200 | Burbank | x | $286.00 |
| Chino Courthouse | 13260 Central Ave. | Chino | x | $286.00 |
| Rancho Cucamonga Courthouse | 8303 Haven Ave. | Rancho Cucamonga | x | $286.00 |
| Rancho Juvenile Traffic Court | 9567 Arrow Ave, Ste. E, Bldg. 1 | Rancho Cucamonga | x | $286.00 |
| El Monte Courthouse | 11234 East Valley Boulevard | El Monte | x | $286.00 |
| Edmund D. Edelman Children's Court | 201 Centre Plaza Drive | Monterey Park | x | $286.00 |
| Pomona Courthouse North | 350 West Mission Boulevard | Pomona | x | $286.00 |
| Pomona Courthouse South | 400 Civic Center Plaza | Pomona | x | $286.00 |
| 433 East Foothill Boulevard | 433 East Foothill Boulevard, Building D | San Dimas | x | $286.00 |
| West Covina Courthouse | 1427 West Covina Parkway | West Covina | x | $286.00 |
| Alhambra Courthouse | 150 West Commonwealth Avenue | Alhambra | x | $286.00 |
| South County Regional Center | 500 Third Ave. | Chula Vista | x | $286.00 |
| East County Regional Center | 250 E. Main St. | El Cajon | x | $286.00 |
| Ramona Courthouse | 1425 Montecito Rd. | Ramona | x | $286.00 |
| Trailer - Dept 34 | 325 South Melrose Drive | Vista | x | $286.00 |

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| North County Regional Center - Annex | 325 South Melrose Drive | Vista | x | $286.00 |
| North County Regional Center - South | 325 South Melrose Drive | Vista | x | $286.00 |
| Trailer - Dept 35 | 325 South Melrose Drive | Vista | x | $286.00 |
| Trailer - Family Support | 325 South Melrose Drive | Vista | x | $286.00 |
| North County Regional Center - North | 325 South Melrose Drive | Vista | x | $286.00 |
| Family Court | 1501-1555 Sixth Ave | San Diego | x | $286.00 |
| County Courthouse | 220 West Broadway | San Diego | x | $286.00 |
| Hall of Justice | 330 West Broadway | San Diego | x | $286.00 |
| Madge Bradley Bldg. | 1409 Fourth Ave | San Diego | x | $286.00 |
| 750 B Street - 4 DCA 1 | 750 B Street, Suite 300 | San Diego | x | $286.00 |
| Department 10 Trailer | 2851 Meadowlark Dr. | San Diego | x | $286.00 |
| Department 11 | 2901 Meadowlark Dr. | San Diego | x | $286.00 |
| Kearny Mesa Traffic Court KM5 & KM6 Trailer | 8950 Clairemont Mesa Blvd. | San Diego | x | $286.00 |
| Department 9 Trailer | 2851 Meadowlark Dr. | San Diego | x | $286.00 |
| Kearny Mesa Traffic Court KM3 Trailer | 8950 Clairemont Mesa Blvd. | San Diego | x | $286.00 |
| Kearny Mesa Traffic Court KM4 Trailer | 8950 Clairemont Mesa Blvd. | San Diego | x | $286.00 |
| Juvenile Court | 2851 Meadowlark Dr. | San Diego | x | $286.00 |
| Kearny Mesa Court | 8950 Clairemont Mesa Blvd. | San Diego | x | $286.00 |
| 12396 World Trade Drive | 12396 World Trade Drive, Suite 218 | San Diego | x | $286.00 |
| Larson Justice Center | 46-200 Oasis Street | Indio | x | $286.00 |
| Annex Justice Center (Indio) | 82-675 Highway 111 | Indio | x | $286.00 |
| Indio County Administrative Center | 82-675 Highway 111 | Indio | x | $286.00 |
| Banning | 135 N. Alessandro | Banning | x | |
| Banning (FSB) | 135 N. Alessandro | Banning | x | |
| Sanger Court | 619 N St. | Sanger | No Bid | |

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| Blythe Courthouse - Superior Court | 265 N. Broadway | Blythe | No Bid | |
| Calexico Court | 415 Fourth St | Calexico | No Bid | |
| Jail Court-El Centro | 328 Applestill Rd. | El Centro | No Bid | |
| Juvenile Court | 324 Applestill Rd. | El Centro | No Bid | |
| Imperial County Courthouse | 939 W. Main St. | El Centro | No Bid | |
| El Centro Court at Valley Plaza | 1625 W. Main St | El Centro | No Bid | |
| Joshua Tree Courthouse | 6527 White Feather Rd. | Joshua Tree | No Bid | |
| Palm Springs Task Force | 3700 Tachevah Dr, #105, 106, 107 & 108 | Palm Springs | x | $169.00 |
| Palm Springs Courts | 3255 E. Tahquitz Canyon Way | Palm Springs | x | $169.00 |
| Winterhaven Court | 2124 Winterhaven Dr. | Winterhaven | No Bid | |
| Barstow Juvenile Traffic | 301 East Mountain View Street | Barstow | x | $117.00 |
| Barstow Courthouse | 235 East Mountain View Street | Barstow | x | $117.00 |
| Big Bear Courthouse | 477 Summit Blvd. | Big Bear Lake | No Bid | |
| Mental Health Office and Courtroom | 400 N. Pepper Ave. | Colton | x | $286.00 |
| Fontana Courthouse | 17780 Arrow Hwy. | Fontana | x | $286.00 |
| Fontana Jury Assembly Room | 17830 Arrow Ave. | Fontana | x | $286.00 |
| Fontana Jury Assembly Building | 17782 Arrow Blvd. | Fontana | x | $286.00 |
| Hemet | 880 N. State St. | Hemet | x | $286.00 |
| Needles Courthouse/Clerk's Office | 1111 Bailey St., Civic Center Complex | Needles | No Bid | |
| Needles Courthouse-Dept. N-1 | 1111 Bailey St., Civic Center Complex | Needles | No Bid | |
| 1776 Park Avenue | 1776 Park Avenue, Suite 136 | Redlands | x | $286.00 |
| Redlands Courthouse | 216 Brookside Ave. | Redlands | x | $286.00 |
| Twin Peaks Courthouse | 26010 State Highway 189 | Twin Peaks | No Bid | |
| Victorville Courthouse-Dept. N-1 | 14455 Civic Dr. | Victorville | x | $169.00 |
| 766 S. Gifford | 766 S. Gifford Avenue, Unit 2 | San Bernardino | x | $286.00 |
| Distribution Center | 770 S. Gifford Avenue | San Bernardino | x | $286.00 |

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| Family Law Court - DCSS | 655 West 2nd Street, Suite 200 | San Bernardino | x | $286.00 |
| San Bernardino Courthouse | 351 N. Arrowhead Ave | San Bernardino | x | $286.00 |
| San Bernardino Juvenile Traffic | 175 West Fifth St. | San Bernardino | x | $286.00 |
| Juvenile Dependency Courthouse | 860 E. Gilbert St. | San Bernardino | x | $286.00 |
| Juvenile Delinquency Courthouse | 900 East Gilbert St. | San Bernardino | x | $286.00 |
| E. Gilbert Campus-Juvenile Court | 790 E. Gilbert St., Building 9 | San Bernardino | x | $286.00 |
| E. Gilbert Campus-Fiscal Services | 790 E. Gilbert St., Building 7 | San Bernardino | x | $286.00 |
| Court Executive Office | 172 W. Third St., 2nd FL | San Bernardino | x | $286.00 |
| San Bernardino Courthouse - Annex | 351 N. Arrowhead Ave | San Bernardino | x | $286.00 |
| E. Gilbert Campus-Court Technology | 790 E. Gilbert St., Building 11 | San Bernardino | x | $286.00 |
| 776 S. Gifford | 776 S. Gifford Avenue | San Bernardino | x | $286.00 |
| 780 S. Gifford | 780 S. Gifford Avenue | San Bernardino | x | $286.00 |
| 790 S. Gifford | 790 S. Gifford Avenue | San Bernardino | x | $286.00 |
| Appellate & Appeals North Annex | 401 North Arrowhead | San Bernardino | x | $286.00 |
| 3389 12th Street - 4 DCA 2 | 3389 12th Street | Riverside | x | $286.00 |
| Simons Building | 3610 11th St. | Riverside | x | $286.00 |
| Family Law Court | 4175 Main St. | Riverside | x | $286.00 |
| Hall of Justice | 4100 Main St. | Riverside | x | $286.00 |
| Riverside Juvenile Justice Trailers | 9991 County Farm Road | Riverside | x | $286.00 |
| Riverside Juvenile Justice Trailers | 9991 County Farm Road | Riverside | x | $286.00 |
| Riverside Juvenile Court | 9991 County Farm Rd. | Riverside | x | $286.00 |
| Hawthorne School Civil | 9174 Indiana Avenue | Riverside | x | $286.00 |
| Moreno Valley | 13800 Heacock Blvd | Moreno Valley | x | $286.00 |
| Murrieta Juvenile Dependency | 38860 Sky Canyon Drive | Murrieta | x | $286.00 |
| Temecula | 41002 County Center Dr. | Temecula | x | $286.00 |
| Harbor Justice Center-Laguna Hills Facility | 23141 Moulton Parkway | Laguna Hills | x | $286.00 |

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| Harbor Justice Center-Newport Beach Facility | 4601 Jamboree Road | Newport Beach | x | $286.00 |
| West Justice Center | 8141-8144 13th St. | Westminster | x | $286.00 |
| Central Justice Center, Civil Complex Center | 751 W. Santa Ana Blvd. | Santa Ana | x | $286.00 |
| Central Justice Center Annex | 909 North Main St. | Santa Ana | x | $286.00 |
| Central Justice Center | 700 Civic Center Dr W. | Santa Ana | x | $286.00 |
| 601 W. Santa Ana Blvd - 4 DCA 3 | 601 W. Santa Ana Blvd | Santa Ana | x | $286.00 |
| North Justice Center | 1275 N. Berkeley Ave. | Fullerton | x | $286.00 |
| Betty Lou Lamoreaux Justice Center | 341 The City Dr. | Orange | x | $286.00 |
| Computer Systems Trailer | 331 The City Drive South | Orange | x | $286.00 |
| Corona | 505 S. Buena Vista | Corona | x | $286.00 |
| 200 E. Santa Clara - 2 DCA 6 | 200 E. Santa Clara St. | Ventura | No Bid | |
| Hall of Justice | 800 S. Victoria Ave. | Ventura | No Bid | |
| East County Courthouse | 3855 Alamo Street | Simi Valley | x | $286.00 |
| Santa Barbara Jury Assembly Bldg. | 1108 Santa Barbara | Santa Barbara | No Bid | |
| Figueroa Division | 118 E. Figueroa St. | Santa Barbara | No Bid | |
| Santa Barbara Court Trailer | 118 E. Figueroa St. | Santa Barbara | No Bid | |
| Santa Barbara Juvenile Court | 4500 Hollister Ave. | Santa Barbara | No Bid | |
| Avenal Court | 501 E. Kings St. | Avenal | No Bid | |
| Coalinga Court | 166 W. Elm Street | Coalinga | No Bid | |
| Corcoran Court | 1000 Chittenden Ave. | Corcoran | No Bid | |
| Delano/North Kern Court | 1122 Jefferson St. | Delano | No Bid | |
| Hanford Building C | 1426 South Drive | Hanford | No Bid | |
| Probation Building | 1424 Forum Dr. Dept 8 | Hanford | No Bid | |
| Hanford Building B | 1426 South Drive | Hanford | No Bid | |
| Hanford Building A | 1426 South Drive | Hanford | No Bid | |
| East Kern Court-Lake Isabella Branch | 7046 Lake Isabella Blvd. | Lake Isabella | No Bid | |
| Arvin/ Lamont Branch | 12022 Main St. | Lamont | No Bid | |
| Lemoore Superior Court | 449 C St. | Lemoore | No Bid | |
| New Porterville Courthouse | | Porterville | No Bid | |

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| Porterville Courthouse | 87 E. Morton Ave. | Porterville | No Bid |
| Shafter/Wasco Courts Bldg. | 325 Central Valley Hwy | Shafter | No Bid |
| Taft Courts Bldg. | 311 N Lincoln St. | Taft | No Bid |
| Taft Superior Court Modular | 311 N Lincoln Street | Taft | No Bid |
| Tulare Division | 425 E. Kern St. | Tulare | No Bid |
| Tulare Family Law Facilitator | 3400 West Mineral King Ave. | Visalia | No Bid |
| Visalia Convention Center | 303 East Acequia | Visalia | No Bid |
| Visalia Superior Court | 221 South Mooney Blvd. | Visalia | No Bid |
| Adult Pre-Trial Court | 36650 Road 112 | Visalia | No Bid |
| William Silveria Jr. Juvenile Justice Center | 11200 Ave. 368 | Visalia | No Bid |
| Tulare Family Law Conservatorship | 3400 West Mineral King Ave. | Visalia | No Bid |
| 930 Truxtun Avenue | 930 Truxtun Avenue | Bakersfield | No Bid |
| Bakersfield Justice Bldg. | 1215 Truxtun Ave. | Bakersfield | No Bid |
| Bakersfield Superior Court | 1415 Truxtun Avenue | Bakersfield | No Bid |
| Bakersfield Juvenile Center | 2100 College Ave. | Bakersfield | No Bid |
| Bakersfield Juvenile Center | 2001 College Ave. | Bakersfield | No Bid |
| 3131 Arrow Street | 3131 Arrow Street | Bakersfield | No Bid |
| Veterans Memorial Bldg. | 801 Grand Ave. | San Luis Obispo | No Bid |
| Juvenile Services Center | 1065 Kansas Ave. | San Luis Obispo | No Bid |
| 1070 Palm St. | 1070 Palm St. | San Luis Obispo | No Bid |
| 1120 Mill St. | 1120 Mill St. | San Luis Obispo | No Bid |
| Courthouse Annex | 1035 Palm St. | San Luis Obispo | No Bid |
| Grover Beach Branch | 214 S 16th St. | Grover Beach | No Bid |
| Lompoc Division | 115 Civic Center Plaza | Lompoc | No Bid |
| Paso Robles Courthouse | 901 Park Street | Paso Robles | No Bid |
| Miller Street Lease | 201 S. Miller Street | Santa Maria | No Bid |
| Santa Maria Juvenile Court (new) | 4285 California Blvd. | Santa Maria | No Bid |
| 2601 Skyway Drive | 2601 Skyway Drive, Suite A2 | Santa Maria | No Bid |
| Solvang Superior Court | 1745 Mission Drive | Solvang | No Bid |

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| Mojave-County Administration Bldg. | 1775 Hwy. 58 | Mojave | No Bid |
| Mojave Superior Court Modular | 1773 Highway 58 | Mojave | No Bid |
| Mojave-Main Court Facility | 1773 Hwy. 58 | Mojave | No Bid |
| Department 4 | 301 West Line | Bishop | No Bid |
| Inyo Historic Courthouse | 168 N. Edwards St. | Independence | No Bid |
| Superior Court 2 | 345 South Clay Street | Independence | No Bid |
| Michael D. Antonovich Antelope Valley Courthouse | 42011 4th Street West | Lancaster | No Bid |
| Alfred J. McCourtney Juvenile Justice Center | 1040 West Avenue J | Lancaster | No Bid |
| Mono Superior Court | 452 Old Mammoth Rd. | Mammoth Lakes | No Bid |
| New Mammoth Lakes Courthouse | Main Street and Sierra Park Road | Mammoth Lakes | No Bid |
| Ridgecrest - Division B Courtroom | 420 N China Lake Blvd. | Ridgecrest | No Bid |
| Ridgecrest-Main Facility | 132 East Coso St. | Ridgecrest | No Bid |
| Sierra Courthouse | 40601 Road 274 | Bass Lake | No Bid |
| Clovis Court | 1011 5th St. | Clovis | No Bid |
| Dinuba Division of the Tulare Superior Court | 640 South Alta Ave. | Dinuba | No Bid |
| Firebaugh Court | 1325 O St. | Firebaugh | No Bid |
| Fowler Court | 127 E. Merced | Fowler | No Bid |
| Kingsburg Court | 1600 California St. | Kingsburg | No Bid |
| Los Banos Courtroom | 445 I Street | Los Banos | No Bid |
| Madera County Superior Court | 209 W. Yosemite Ave. | Madera | No Bid |
| Madera Modular 1 | 209 W. Yosemite Ave. | Madera | No Bid |
| Missions Building | 760 I Street | Madera | No Bid |
| Madera Juvenile Court | 28219 Avenue 14 | Madera | No Bid |
| Reedley Court | 815 G St. | Reedley | No Bid |
| Selma Court | 2424 McCall Avenue | Selma | No Bid |
| 2424 Ventura Street - 5 DCA | 2424 Ventura Street | Fresno | No Bid |
| North Annex Jail | 1255 M St. | Fresno | No Bid |
| Juvenile Dependency | 1245 -1255 Fulton Mall | Fresno | No Bid |
| Family Support | 2220 Tulare St. | Fresno | No Bid |

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| Casablanca | 2317 Tuolumne Street | Fresno | No Bid | | |
| 1999 Tuolumne | 1999 Tuolumne Street | Fresno | No Bid | | |
| Fresno County Courthouse | 1100 Van Ness Ave. | Fresno | No Bid | | |
| JJC Delinquency Court | 3333 E. American Avenue | Fresno | No Bid | | |
| Salinas Courthouse- North Wing | 240 Church St. | Salinas | No Bid | | |
| 168 West Alisal | 168 West Alisal | Salinas | No Bid | | |
| Salinas Modular 3 Courtroom | 240 Church Street | Salinas | No Bid | | |
| Juvenile Courthouse | 1422 Natividad Rd. | Salinas | No Bid | | |
| King City Courthouse | 250 Franciscan Way | King City | No Bid | | |
| Marina Courthouse | 3180 Del Monte Blvd. | Marina | No Bid | | |
| Monterey Courthouse | 1200 Aguajito Rd. | Monterey | No Bid | | |
| Hall of Justice | 400 County Center | Redwood City | | x | $286.00 |
| San Mateo IT | 399 Bradford Street, Suite 105 | Redwood City | | x | $286.00 |
| Traffic/ Small Claims Annex | 500 County Center | Redwood City | | x | $286.00 |
| Northern Branch Courthouse | 1050 Mission Rd. | South San Francisco | | x | $286.00 |
| Northern Branch Jail Annex | 1050 Mission Rd. | South San Francisco | | x | $286.00 |
| Sunnyvale Courthouse | 605 W. El Camino Real | Sunnyvale | | x | $286.00 |
| Polk St. Annex | 575 Polk St. | San Francisco | | x | $286.00 |
| Civic Center Courthouse | 400 McAllister St. | San Francisco | | x | $286.00 |
| 455 Golden Gate - JCC AOC Bay Area | 455 Golden Gate Avenue | San Francisco | | x | $286.00 |
| 350 McAllister - Sup Ct and 1 DCA | 350 McAllister | San Francisco | | x | $286.00 |
| Hall of Justice | 850 Bryant St. | San Francisco | | x | $286.00 |
| 50 First Street - HCRC Stg 1 | 50 First Street | San Francisco | | x | $286.00 |
| 303 Second Street - HCRC | 303 Second Street, 4th Floor | San Francisco | | x | $286.00 |
| Family Justice Center Site - Bldg 1 | 375 Woodside Avenue | San Francisco | | x | $286.00 |
| Family Justice Center Site - Bldg 3 | 375 Woodside Avenue | San Francisco | | x | $286.00 |
| Family Justice Center Site - Bldg 2 | 375 Woodside Avenue | San Francisco | | x | $286.00 |

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| Youth Guidance Center | 375 Woodside Ave. | San Francisco | | x | $286.00 |
| Family Justice Center | Woodside Ave. and Portola | San Francisco | | x | $286.00 |
| Palo Alto Courthouse | 270 Grant St. | Palo Alto | | x | $286.00 |
| Central Branch | 800 North Humbolt St. | San Mateo | | x | $286.00 |
| Juvenile Branch, Paul Scannell Drive | 222 Paul Scannell Drive | San Mateo | | x | $286.00 |
| George E. McDonald Hall of Justice | 2233 Shoreline Drive | Alameda | | x | $286.00 |
| Concord-Mt. Diablo District | 2970 Willow Pass Rd. | Concord | | x | $286.00 |
| Law and Justice Center | 530 Union Ave. | Fairfield | No Bid | | |
| Hall of Justice | 600 Union Ave. | Fairfield | No Bid | | |
| Fremont Hall of Justice | 39439 Paseo Padre Pkwy. | Fremont | | x | $286.00 |
| Hayward Hall of Justice | 24405 Amador St. | Hayward | | x | $286.00 |
| Winton Bldg. | 224 W. Winton Ave. | Hayward | | x | $286.00 |
| File Unit | 1111 Ward Street | Martinez | | x | $286.00 |
| Wakefield Taylor Courthouse | 725 Court St. | Martinez | | x | $286.00 |
| Juvenile Hall | 202 Glacier Dr. | Martinez | | x | $286.00 |
| Finance Building | 625 Court St. | Martinez | | x | $286.00 |
| Family Law Center | 751 Pine Street | Martinez | | x | $286.00 |
| Facilities & Systems | 628 & 630 Escobar St. | Martinez | | x | $286.00 |
| Executive Administration | 649 Main St. | Martinez | | x | $286.00 |
| Bray Courts | 1020 Ward St. | Martinez | | x | $286.00 |
| Archival Records - Post Office | 815 Court St. | Martinez | | x | $286.00 |
| Jail Annex | 1010 Ward St. | Martinez | | x | $286.00 |
| Historic Courthouse | 825 Brown St. | Napa | No Bid | | |
| Criminal Court Building | 1111 Third St. | Napa | No Bid | | |
| Napa Juvenile Court | 2350 Old Sonoma Rd. | Napa | No Bid | | |
| Pittsburg-Delta | 45 Civic Avenue | Pittsburg | | x | $286.00 |
| Pittsburg-Delta Modular | 45 Civic Dr. | Pittsburg | | x | $286.00 |
| John George Psychiatric Pavilion | 2060 Fairmont Dr. | San Leandro | | x | $286.00 |
| Gale - Schenone Hall of Justice | 5672 Stoneridge Dr. | Pleasanton | | x | $286.00 |
| Solano Justice Building | 321 Tuolumne St. | Vallejo | | x | $286.00 |

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| 2020 North Broadway | 2020 North Broadway | Walnut Creek | | x | $286.00 |
| Danville District Courthouse | 640 Ygnacio Valley Rd. | Walnut Creek | | x | $286.00 |
| Wiley W. Manuel Courthouse | 661 Washington St. | Oakland | | x | $286.00 |
| County Probation Center | 400 Broadway | Oakland | | x | $286.00 |
| County Administration Bldg. | 1221 Oak St. | Oakland | | x | $286.00 |
| Rene C. Davidson | 1225 Fallon St. | Oakland | | x | $286.00 |
| U.S. Post Office | 201 13th St. | Oakland | | x | $286.00 |
| Edgewater | 7751 Edgewater Drive | Oakland | | x | $286.00 |
| Berkeley Courthouse | 2120 Martin Luther King, Jr. Way | Berkeley | | x | $286.00 |
| George D. Carroll Courthouse | 100 37th St. | Richmond | | x | $286.00 |
| Juvenile Detention | 16 Jeanette Prandi Way | San Rafael | No Bid | | |
| San Benito Family Law Facility | 390 Fifth Street | Hollister | No Bid | | |
| New Hollister Courthouse | 335 West Street | Hollister | No Bid | | |
| Juvenile Courtroom | 708 Flynn Rd. | Hollister | No Bid | | |
| San Benito Courthouse | 440 Fifth St. | Hollister | No Bid | | |
| Los Gatos Courthouse | 14205 Capril Dr. | Los Gatos | No Bid | | |
| Santa Clara Courthouse | 1095 Homestead Rd. | Santa Clara | | x | $286.00 |
| County Administration Bldg. | 701 Ocean St. | Santa Cruz | No Bid | | |
| Jury Assembly Room | 701 Ocean Street | Santa Cruz | No Bid | | |
| Main Courthouse | 701 Ocean St. | Santa Cruz | No Bid | | |
| Jail Courtroom | 259 Water St. | Santa Cruz | No Bid | | |
| Water Street Lease | 303 Water Street | Santa Cruz | No Bid | | |
| Juvenile Court | 3650 Graham Hill Rd. | Santa Cruz | | x | $286.00 |
| Watsonville Courthouse | 1 Second Street | Watsonville | No Bid | | |
| Hall of Justice (West) | 200 W. Hedding | San Jose | | x | $286.00 |
| Juvenile Delinquency Court | 840 Guadalupe Pkwy. | San Jose | | x | $286.00 |
| Hall of Justice (East) | 190 W. Hedding | San Jose | | x | $286.00 |
| Terraine Courthouse | 115 Terraine St. | San Jose | | x | $286.00 |

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| 333 W. Santa Clara - 6 DCA | 333 W. Santa Clara St., Suite 1060 | San Jose | | x | $286.00 |
| Downtown Superior Court | 191 N. First St. | San Jose | | x | $286.00 |
| Family Court | 170 Park Center Plaza | San Jose | | x | $286.00 |
| Historic Courthouse | 161 N. First St. | San Jose | | x | $286.00 |
| Notre Dame Courthouse | 99 Notre Dame Ave | San Jose | | x | $286.00 |
| Probate Investigators | 111 North Market St. | San Jose | | x | $286.00 |
| Superior Court Administration | 111 W. St. John #100 & 102 | San Jose | | x | $286.00 |
| 540 E. Main Street | 540 E. Main Street | Stockton | No Bid | | |
| Stockton Courthouse | 222 E. Weber Ave. | Stockton | No Bid | | |
| French Camp Juvenile Justice Center | 535 W. Mathews Rd. | French Camp | No Bid | | |
| Lodi Branch- Dept. 1 | 215 W. Elm St. | Lodi | No Bid | | |
| Lodi Branch- Dept. 2 | 315 W. Elm St. | Lodi | No Bid | | |
| Modular | 891 Mountain Ranch Rd. | San Andreas | No Bid | | |
| Legal Bldg. | 891 Mountain Ranch Rd. | San Andreas | No Bid | | |
| Ceres Superior Court | 2744 Second St. | Ceres | No Bid | | |
| Manteca Branch Court | 315 E. Center St. | Manteca | No Bid | | |
| Manteca Modular 2: Courtroom | 315 East Center St. | Manteca | No Bid | | |
| Manteca Modular 1: Office | 315 East Center St. | Manteca | No Bid | | |
| Court Administration - Main Building | 5092 Jones Street | Mariposa | No Bid | | |
| Self Help Center | 5092 Jones Street | Mariposa | No Bid | | |
| Iris Garrett Juvenile Justice Correctional Co | 2840 W. Sandy Mush Road | Merced | No Bid | | |
| Courtroom 10 | 700 West 22nd Street | Merced | No Bid | | |
| Adobe | 670 W. 22nd Street | Merced | No Bid | | |
| New Downtown Merced Courthouse | 2260 N Street | Merced | No Bid | | |
| Old Court | 627 W. 21st Street | Merced | No Bid | | |
| Hall of Records | 1100 I Street | Modesto | No Bid | | |
| Department 16 | 801 11th St. | Modesto | No Bid | | |
| Modesto Civil Court | 801 Tenth Street, Suite 400 | Modesto | No Bid | | |

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| Modesto Main Courthouse | 800 11th Street | Modesto | No Bid |
| Modesto Traffic Court | 2260 Floyd Ave. | Modesto | No Bid |
| Modesto Juvenile Court | 2215 Blue Gum Avenue | Modesto | No Bid |
| Tracy Modular 2: Courtroom | 475 East Tenth St. | Tracy | No Bid |
| Tracy Branch Courthouse | 475 E. 10th St. | Tracy | No Bid |
| Tracy Agriculture Building | 503 East Tenth St. | Tracy | No Bid |
| Tracy Modular 1: Support | 475 East Tenth St. | Tracy | No Bid |
| Turlock Superior Court | 300 Starr Ave. | Turlock | No Bid |
| HOJ Trailers | 600 Administration Dr. | Santa Rosa | No Bid |
| Main Adult Detention Facility | 2777 Ventura Avenue | Santa Rosa | No Bid |
| 2880 Cleveland Avenue | 2880 Cleveland Avenue, #7 | Santa Rosa | No Bid |
| 3055 Cleveland Avenue | 3055 Cleveland Avenue | Santa Rosa | No Bid |
| Empire Annex | 3035 Cleveland Avenue | Santa Rosa | No Bid |
| Hall of Justice | 600 Administration Dr. | Santa Rosa | No Bid |
| Juvenile Justice Center | 7425 Rancho Los Guilucos Rd. | Santa Rosa | No Bid |
| South Civic Center | 7000A S. Center Dr. | Clearlake | No Bid |
| Justice Center | 76270 Grange St. | Covelo | No Bid |
| Ft. Bragg Justice Center | 700 S. Franklin St. | Fort Bragg | No Bid |
| Gateway Business Park | 761 Bevins Street | Lakeport | No Bid |
| Lakeport Court Facility | 255 N. Forbes St. | Lakeport | No Bid |
| Lakeport Self Help Center | 380 No. Main Street, Suites I & J | Lakeport | No Bid |
| City Hall Annex | 11 English Street | Petaluma | No Bid |
| County Courthouse | 100 N. State St. | Ukiah | No Bid |
| Superior Court (Willits) | 125 E. Commercial | Willits | No Bid |
| Juvenile Courtroom | 2002 Harrison Ave. | Eureka | No Bid |
| Humboldt County Courthouse (Eureka) | 825 Fifth St. | Eureka | No Bid |
| Del Norte County Superior Court | 450 'H' St. | Crescent City | No Bid |
| Del Norte County Sheriff's Building | 650 5th St. | Crescent City | No Bid |

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| John Hayes Memorial Veterans Hall | 483 Conger St. | Garberville | No Bid |
| Hoopa Courthouse | Highway 96 | Hoopa | No Bid |
| County Jail | 2775 Richardson Dr | Auburn | No Bid |
| Historic Courthouse | 101 Maple Ave | Auburn | No Bid |
| Juvenile Hall | 11270 'B' Ave | Auburn | No Bid |
| Juvenile Hall | 297 Fair Lane | Placerville | No Bid |
| Main St. Courthouse | 495 Main St. | Placerville | No Bid |
| Bldg. C | 2850 Fairlane Court | Placerville | No Bid |
| Bill Santucci Justice Center | 10820 Justice Center Dr | Roseville | No Bid |
| Cameron Park | 3321 Cameron Park Dr. | Cameron Park | No Bid |
| Old Jail (Department 9) | 213 Third Street | Woodland | No Bid |
| Traffic Court | 601 Court St. | Woodland | No Bid |
| 1100 Main Street | 1100 Main Street | Woodland | No Bid |
| 4075 Cincinnati Avenue | 4075 Cincinnati Avenue | Rocklin | No Bid |
| Erickson Bldg. | 520 9th Street | Sacramento | No Bid |
| OCIT | 799 G Street. Sacramento | Sacramento | No Bid |
| Lorenzo E. Patino Hall of Justice | 651 I St. | Sacramento | No Bid |
| Finance -Payroll-HR | 901 H Street | Sacramento | No Bid |
| Credit Union Bldg. | 800 H St. | Sacramento | No Bid |
| 800 9th St. | 800 9th St. | Sacramento | No Bid |
| 770 L Street - JCC Sac OGA | 770 L Street, Suite 700 | Sacramento | No Bid |
| 621 Capitol Mall - 3 DCA | 621 Capitol Mall | Sacramento | No Bid |
| Gordon Schaber Sacramento Superior Court | 720 Ninth St. | Sacramento | No Bid |
| Records Center | 3460 Business Dr. | Sacramento | No Bid |
| Carol Miller Justice Center Court Facility | 301 Bicentennial Circle | Sacramento | No Bid |
| William Ridgeway Family Relations Courthouse | 3341 Power Inn Rd. | Sacramento | No Bid |
| Juvenile Courthouse | 9605 Kiefer Road | Sacramento | No Bid |
| 2850 Gateway Oaks - JCC AOC North - Finance | 2850 Gateway Oaks Dr., Suite 300 | Sacramento | No Bid |
| 2880 Gateway Oaks - JCC AOC North | 2880 Gateway Oaks Dr., Suite 150 | Sacramento | No Bid |

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| 2890 Gateway Oaks - 3 DCA | 2890 Gateway Oaks Dr. | Sacramento | No Bid |
| 2860 Gateway Oaks - JCC AOC North - Finance | 2860 Gateway Oaks Dr., Suite 400 | Sacramento | No Bid |
| Yuba County Courthouse | 215 Fifth St. | Marysville | No Bid |
| Chico Courthouse | 655 Oleander Ave. | Chico | No Bid |
| Courthouse Annex | 532 Oak St. | Colusa | No Bid |
| Courthouse/Sheriff Station-Jail | 100 Courthouse Square | Downieville | No Bid |
| Greenville Justice Court | 115 Hwy 89 | Greenville | No Bid |
| Nevada City Courthouse | 201 Church St. | Nevada City | No Bid |
| Nevada City Courthouse Annex | 201 Church St. | Nevada City | No Bid |
| Butte County Courthouse | 1 Court St. | Oroville | No Bid |
| Juvenile Hall | 41 County Center Dr. | Oroville | No Bid |
| Paradise Courthouse | 747 Elliot Rd. | Paradise | No Bid |
| Historic Courthouse | 526 West Sycamore St. | Willows | No Bid |
| Courthouse West | 446 Second St. | Yuba City | No Bid |
| Courthouse East | 463 Second St. | Yuba City | No Bid |
| 2400 Washington Avenue | 2400 Washington Avenue, Suite 300 | Redding | No Bid |
| Courthouse Annex | 1500 Court St. | Redding | No Bid |
| Justice Center | 1655 West St. | Redding | No Bid |
| Justice Center Court Modular | 1655 West Street | Redding | No Bid |
| Juvenile Hall | 2680 Radio Lane | Redding | No Bid |
| Main Courthouse | 1500 Court St. | Redding | No Bid |
| Shasta County Superior Court/Sheriff's Station | 20509-C Shasta St. | Burney | No Bid |
| Chester Civic Complex | 222 First St. | Chester | No Bid |
| Superior Court at Corning | 720 Hoag St. | Corning | No Bid |
| Dorris | 324 N. Pine St. | Dorris | No Bid |
| Happy Camp | 4th St. | Happy Camp | No Bid |
| Hayfork Courthouse | 6641 B State Hwy 3 | Hayfork | No Bid |
| Annex No. 2 | 445 Pine Street | Red Bluff | No Bid |
| Weed Satellite Court | 550 Main St. | Weed | No Bid |
| Eddy Building | 322 West Center Street | Yreka | No Bid |
| Siskiyou County Courthouse | 311 Fourth St. | Yreka | No Bid |

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| Barclay Justice Center | 205 S. East Street | Alturas | No Bid |
| Plumas/Sierra Regional Courthouse | 600 South Gulling Street | Portola | No Bid |
| Lassen County Courthouse Annex | 221 South Roop Street | Susanville | No Bid |
| New Susanville Courthouse | 2610 Riverside Drive | Susanville | No Bid |
| Access to Justice Center | 145 South Lassen Street | Susanville | No Bid |
| Tulelake Satellite Court | 591 Main Street | Tulelake | No Bid |
| Tahoe City Courthouse | 2501 North Lake Blvd. | Tahoe City | No Bid |
| Johnson Bldg. | 1354 Johnson Blvd. | South Lake Tahoe | No Bid |
| Joseph Center | 10075 Levone Ave | Truckee | No Bid |
| Santa Maria Courts Bldgs C + D | 312 E. Cook St. | Santa Maria | No Bid |

- Contractor's pricing assumes checks are covered for reconstruction purposes.
- Pickup and Delivery Times are subject to mutual agreement
- Same day delivery is contingent upon use of central cash vault at mutually agreed upon location
- The deposit contents of each pickup will not exceed $100,000
- No more than 3 items presented for pickup at each location
- Item limits for consolidation locations can be negotiated
- Premise time will not exceed 6 minutes. Time beyond 6 minutes will be charged at $2.00 per additional minute. Contractor shall work with Purchasing Group Members to minimize excess premise fees.
- Will not require that weapons are surrendered before entering the building.
- Pricing assumes award of a substantial number of locations
- Monthly Rate includes pickup Monday through Friday (unless otherwise noted) - no holidays
- Pricing assumes delivery to the bank's central cash vault

2. Security dual compartment deposit bags are available for purchase from Dunbar BankPak at (800) 766-9145. Pricing is as follows:
   - SKU – 917BPTB
     Dual Compartment Bank Deposit Bag, clear film, 400 per box
     9" x 17"
     Price - $55 per/400

- SKU – 1017BPTB
  10" x 17" Dual Compartment Bank Deposit Bag, clear film, 400 per box
  Price - $60/400

3. All pricing in the schedule above shall remain fixed for at least the one (1) year term of this Master Agreement, as set forth in paragraph 2 (Term) of Exhibit C Master Agreement General Conditions. If the AOC elects to extend the term of this Master Agreement, the AOC will use the proposed price adjustment factors applicable during the option period(s) and the price adjustments will be set forth in a written amendment to this Master Agreement. Any agreed-upon price adjustment may not exceed during any one (1) year option period the Consumer Price Index as published by the U.S. Bureau of Labor Statistics.

4. Payment will be provided to Contractor by the Purchasing Group member as set forth in paragraph 11 (Invoices and Payment) of Exhibit C Master Agreement General Conditions.

5. Purchasing Group members are exempt from federal excise taxes and no payment will be made for any taxes levied on Contractor's or any subcontractor employee's wages. Purchasing Group members will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. All tax must be included as a separate line item on Contractor's invoice.

6. Contractor shall not charge nor shall the Purchasing Group members pay any overtime rate.

7. Contractor shall not request nor shall the Purchasing Group members consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or any living expenses.

8. The fees paid by the Judicial Branch to the Contractor shall be at least as low as those fees charged by the Contractor to its other customers in local and state government that are receiving substantially comparable services at substantially comparable volumes over a similar period of time to the Services provided to the Judicial Branch Group ("Government Contract"). The foregoing comparison shall take into effect total scope, volume, geography to the extent that geography has a direct effect on the Contractor's actual costs), services levels (when taken as a whole), technology, and assets associated with the services provided by the Contractor in each case and any taxes and transition charges included within the charges for such services. If, during the Term, the Contractor enters into a Government Contract contradicting the foregoing sentence, the Contractor shall (a) give the Judicial Branch immediate notice of any such lower pricing, and (b) offer to the Judicial Branch an immediate adjustment to the terms of this Agreement to reflect such lower pricing. At least once each year during the Term, upon the Judicial Branch's request and officer of the Contractor shall certify to the Judicial Branch that this obligation has not been contradicted by any transaction entered into by the Contractor since the later of the (1) Effective Date and (2) date of the most recent certification provided by the Contractor pursuant to this obligation.

9. In the event of a lost or destroyed deposit, Contractor will assume the liability to pay for (a) all costs in effecting the identification and replacement of the checks and (b) the face value of the checks not reconstructed, except those checks which would not be collected at the time of loss, but not to exceed the aggregate amount of $5,000 per shipment for unreconstructed checks. Contractor's maximum liability for checks will not exceed the limit of $25,000 per shipment, which includes $5,000 for checks that cannot be reconstructed. In the instance that cash is lost, the limits shall be $50,000 to $100,000.

END OF EXHIBIT B

**EXHIBIT C**
**MASTER AGREEMENT GENERAL CONDITIONS**

This Master Agreement for Statewide Armored Car Services ("Master Agreement") is entered into between Dunbar Armored Inc. ("Contractor") and the Administrative Office of the Courts, the staff agency to the Judicial Council of California ("AOC").

Contractor and the AOC agree as follows:

1. PURPOSE: The purpose of this Master Agreement is to set forth the terms and conditions that apply to Contractor's furnishing armored car services which was requested in RFP No. FIN-111810CK. The "Purchasing Group" includes the AOC, the superior courts, the appellate courts including the Supreme Court of California (each of which may be individually referred to as a "member of the Purchasing Group" or "Purchasing Group member."

2. TERM: The initial term of this Master Agreement is two (2) years, commencing on the Effective Date set forth on the Standard Agreement Coversheet with three (3) one-year options to extend the term, which option(s) may be exercised individually or collectively by the AOC in its sole discretion any time prior to the expiration of the initial term or any option term. If the AOC elects to extend the term of this Master Agreement, the AOC may negotiate price adjustments applicable during the option period(s) and any agreed-upon price adjustments will be set forth in a written amendment to this Master Agreement. Any agreed-upon price adjustment (whether an increase or decrease in price) may not exceed during any one-year option period the previous 12 months' change in the Los Angeles Area Consumer Price Index as published by the U.S. Bureau of Labor Statistics.

3. OBLIGATION: This Master Agreement does not obligate the AOC or any other member of the Purchasing Group to place any orders under this Master Agreement and it does not guarantee Contractor a specific volume of orders under this Master Agreement. Contractor is obligated to furnish armored car services to members of the Purchasing Group at prices that are at least as low as those charged by Contractor for substantially comparable armored car services under its contracts with other customers that are governmental entities or agencies, whether local, state or federal ("Government Contracts"). If Contractor enters into a Government Contract to furnish armored car services that are substantially comparable to the armored car services under this Agreement and the prices charged under such Government Contract are lower than those charged under this Agreement, Contractor must immediately (a) provide written notice to the AOC of such lower pricing, and (b) offer to the AOC and the other Purchasing Group members such lower pricing. At the request of the AOC, and no more often than once in a 12-month period, an officer of Contractor must certify in writing and warrant to the AOC that the prices paid by Purchasing Group members under this Agreement are the same or lower than prices paid under other Government Contracts for substantially comparable security screening equipment and services. Any price adjustment will be set forth in a written amendment to this Master Agreement.

4. RELATIONSHIP OF PARTIES: The AOC has the authority to enter into master agreements for goods and services for it and on behalf of the other Purchasing Group members who are, and are intended to be, third party beneficiaries of this Master Agreement. Individual members of the Purchasing Group may elect to utilize this Master Agreement by placing orders, as set forth herein, in which case the terms and conditions of this Master Agreement govern such orders.

5. SCOPE OF WORK AND PRICES:

(a) Contractor shall provide armored car services (collectively referred to as "Work") pursuant to the terms and conditions of this Master Agreement. The descriptions and prices for the Work are set forth in Exhibit A Work to be Performed and Exhibit B Payment Provisions to this Master Agreement. Contractor must perform and complete all Work in compliance with the requirements of this Master Agreement and to the satisfaction of the Purchasing Group member placing the order for Work.

(b) Contractor's prices set forth in Exhibit B Payment Provisions to this Master Agreement, are inclusive of all expenses, charges and costs (except applicable State of California or local sales or use taxes on the products provided or services performed), including but not limited to, shipping and handling, cost of labor, materials, licenses, overhead, profits, all travel and other costs or expenses related or incidental to the Work provided or performed by Contractor under this Master Agreement.

6. ORDERING:

(a) Purchasing Group members may place individual orders for armored car services that are components of the Work pursuant to this Master Agreement. An individual Purchasing Group member will place an order by issuing a Purchase Order to Contractor. A "Purchase Order" is defined as an ordering document used by a Purchasing Group member to place an order for Work under this Master Agreement. The form and format of the Purchase Order may vary. The terms and conditions of this Master Agreement No. MA301110 are applicable to all Purchase Orders, regardless of the form and format of ordering document and regardless of whether the Purchase Order references this Master Agreement or contains different or additional terms. In the event of a conflict or discrepancy between the Master Agreement and an individual Purchase Order, the terms and conditions of this Master Agreement will control. The Purchasing Group member placing the Purchase Order will be responsible for receipt and acceptance of any Work ordered and payment pursuant to the terms and conditions set forth in this Master Agreement.

(b) A Purchase Order placed by a Purchasing Group member constitutes and will be construed as a separate independent contract between Contractor and such Purchasing Group member for purchase and payment of the Work, subject to the following limitation. Any additional or supplemental terms contained in the Purchase Order or in any invoice or confirmation of the Purchase Order that conflict with or materially alter any term or condition of this Master Agreement as it relates to a Purchase Order will not be deemed part of such contract.

(c) The individual Purchasing Group member will be responsible for the receipt and acceptance of all Work that the Purchasing Group member orders from Contractor and the individual Purchasing Group member will be responsible for payment pursuant to the terms and conditions set forth in this Master Agreement.

(d) Each Purchasing Group member placing a Purchase Order will include the name of a Purchasing Group member contact person in the Purchase Order ("Purchase Order Project Manager"). If the Purchasing Group member placing a Purchase Order is the AOC, the Purchase Order Project Manager for the AOC is the AOC Project Manager (as set forth in paragraph 27). Contractor must contact the Purchase Order Project Manager for the Purchasing Group member regarding questions on any Purchase Order or payment status of any Purchase Order.

(e) Prior to a Purchasing Group member issuing a Purchase Order to Contractor, the Purchasing Group member will endeavor to confirm with Contractor the armored car pickup and

drop-off schedule from the Purchasing Group member to the Purchasing Group member's financial institution, and the delivery of supply items requested from the Purchasing Group member. After a Purchase Order has been issued to Contractor by a Purchasing Group member, Contractor must provide the Purchasing Group member with an immediate acknowledgement of the Purchase Order. The acknowledgement must be submitted by facsimile or email, regardless of what method is used to place the order, and must include: the armored car services ordered delivery of supply items, and Contractor contact information. The Purchase Order is not binding until Contractor provides acknowledgement of the Purchase Order, including the armored car services ordered, delivery of supply items and Contractor contact information, to the Purchasing Group member placing the order. Contractor further understands and acknowledges that even if a Purchase Order includes such dates and times, a change in circumstances beyond the reasonable control of the Purchasing Group member may require the Purchasing Group member to change the Work dates and times at no extra cost to the Purchasing Group member. Such changes include, but are not limited to the time and place of the armored car pickup and drop-off schedule from the Purchasing Group member to the Purchasing Group member's financial institution, and the delivery of supply items requested from the Purchasing Group member.

(f) Contractor must maintain a toll-free telephone number for inquiries and customer service in the event that the Purchasing Group member requires a change in the date, time and place of the armored car pickup and drop-off schedule from the Purchasing Group member to the Purchasing Group member's financial institution, and the delivery of supply items requested from the Purchasing Group member.

7. DISPUTE RESOLUTION:

(a) Informal Resolution:

1. Contractor and the AOC or, as applicable, Contractor and a Purchasing Group member other than the AOC will attempt, in good faith, to resolve informally any disputes under this Master Agreement or a Purchase Order. If the dispute involves this Master Agreement, Contractor must meet with the AOC Contract Manager to discuss the matter and any actions necessary to resolve the dispute informally. If the dispute involves a Purchase Order, Contractor must meet with the Purchase Order Project Manager of the Purchasing Group member to discuss the matter and any actions necessary to resolve the dispute informally.

2. If the Purchase Order Project Manager for a Purchasing Group member other than the AOC and Contractor are unable to resolve a Purchase Order dispute pursuant to paragraph 12(a)(1), then the Finance Director (or equivalent) of the Purchasing Group member and Contractor will meet to discuss the matter and any actions necessary to resolve the dispute informally.

3. If a Purchasing Group member other than the AOC is one of the parties to the dispute, Contractor must inform the AOC Project Manager and AOC Contract Manager of the dispute with the Purchasing Group member and any planned meetings between Contractor and the designated representative of the Purchasing Group member (whether the designated representative is the Purchase Order Project Manager or the Finance Director, or equivalent), and provide the AOC Contract Manager an opportunity to attend any such meetings.

(b) Escalation:

1. If the dispute is not resolved informally by meeting pursuant to paragraph 12(a) (1) for a dispute under this Master Agreement or pursuant to paragraphs 12(a) (1) and

12(a) (2) for a dispute under a Purchase Order, then either party to the dispute may issue a written notice of dispute to the other party to the dispute. Following the issue of such notice, each party's designated representative will meet to exchange information and attempt resolution within fifteen (15) days of receipt of such notice. If a Purchasing Group member other than the AOC is a party to the dispute, Contractor must also provide a copy of such notice to the AOC Contract Manager.

2. If the matter is not resolved as set forth in paragraph 12(b)(1), the aggrieved party will submit a second written notice to the other party to the dispute which will: (i) provide detailed factual information; (ii) identify the specific provisions in the Master Agreement or Purchase Order, as applicable, on which any demand is based; (iii) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and (iv) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice must be signed by an authorized representative of the aggrieved party. If the aggrieved party is a Purchasing Group member other than the AOC, the Chief Executive Officer or another member of the executive management team will submit the second written notice to Contractor. If the aggrieved party is the AOC, the AOC Business Services Manager will submit the second written notice to Contractor. If a Purchasing Group member other than the AOC is a party to the dispute, Contractor must submit the second written notice to the Chief Executive Officer of the Purchasing Group member and also provide a copy of such second notice to the AOC Contract Manager.

3. Each party to the dispute will comply with reasonable requests for additional information. Any additional information will be provided to the requesting party within fifteen (15) days after receipt of a written request from the requesting party, unless otherwise agreed.

(c) Confidentiality During Dispute Resolution: All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code section 1152 applies.

(d) Performance During Dispute Resolution: Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including any Work under dispute, unless otherwise directed. Contractor's failure to diligently proceed with the Work will be considered a material breach of the Master Agreement.

8. FORCE MAJEURE:

(a) Force Majeure events include, but are not limited to:

1. catastrophic acts of nature, or public enemy;
2. civil disorder;
3. fire or other casualty for which a party is not responsible; and
4. quarantine or epidemic.

The party asserting a Force Majeure event will immediately provide written notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use best efforts to continue or resume performance, including alternate sources or means. Contractor has no right to additional payment for costs incurred as a result of a Force Majeure event.

(a) Any assertion of a Force Majeure event by Contractor's subcontractors will be attributed to Contractor.

9. WORK REPRESENTATIONS AND WARRANTIES:

(a) Contractor represents and warrants it can and will provide and perform the Work with promptness and diligence in a manner consistent with the professional standards used in well-managed operations providing services similar to the Work and all applicable industry standards.

(b) Contractor will, at its own expense, defend, indemnify and hold harmless the AOC and Purchasing Group members from and against any claim, charge, demand, proceeding, suit, liability, loss, cost, expense, order, decree, attorneys fees, court costs, trial or appeal and judgments, including damages of any kind, resulting from, arising out of or in connection with any actual or claimed: (a) personal injury (including death), property damage or loss of any nature whatsoever alleged to have occurred as a result of the use of any of the products covered by this Master Agreement, (b) defect in material, workmanship or design or (c) infringement of any patent, trademark, trade secret, or copyright by any of the products provided under this Master Agreement.

(c) CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL SATISFACTORY TO THE AOC) AND HOLD HARMLESS THE PURCHASING GROUP MEMBERS NAMED IN THIS AGREEMENT, AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL LOSSES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES), LIABILITIES, DAMAGES, AND EXPENSES, INCLUDING INTEREST, PENALTIES AND SETTLEMENT AMOUNTS ENTERED INTO, IN EACH CASE WITH RESPECT TO ANY AND ALL THIRD PARTY CLAIMS CAUSED BY, ARISING OUT OF OR RESULTING IN ANY WAY FROM ANY DEFECT, WHETHER LATENT OR PATENT, IN THE GOODS OR SERVICES PURCHASED HEREUNDER OR FROM ANY ACT OR OMISSION BY CONTRACTOR, ITS AGENTS OR EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBCONTRACTORS. THIS INDEMNIFICATION SHALL BE IN ADDITION TO THE WARRANTY OR OTHER OBLIGATIONS OF CONTRACTOR AND SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LOSS, LIABILITY, COST OR EXPENSE IS BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THIS INDEMNITY SHALL SURVIVE DELIVERY AND ACCEPTANCE OF GOODS OR SERVICES.

10. SCOPE OF WORK; ACCEPTANCE:

Scope of Work: Contractor will perform and complete all Work described in Exhibit A, Work to be Performed, in compliance with the requirements of this Master Agreement, and to the satisfaction of the Purchasing Group member placing the Purchase Order.

11. INVOICES AND PAYMENT: A member of the Purchasing Group placing a Purchase Order under this Master Agreement has no obligation to pay for any Work until acceptance of the Work and receipt of one original and two copies of a correct invoice. The Purchasing Group members will not make any advance payments for any Work. The invoice must be sent to the address shown on the Purchase Order. Each invoice must be printed on Contractor's standard printed bill form, and must include at a minimum (a) the Purchase Order number, (b) Contractor's name and address, (c) the nature of the invoiced charge, (d) the description of Work provided, (e) the per unit amount charged, if applicable, (f) the extended price, with taxes itemized separately, (g) each item comprising the Work designated on the invoice as taxable or nontaxable and all tax

must be included as a separate line item on Contractor's invoice. Payment is due Net 45 from date of receipt of a Purchasing Group member's invoice unless otherwise indicated on the Purchase Order. Amounts owed to a member of the Purchasing Group due to rejection of all or a portion of the Work or discrepancies in the invoices must be, at the Purchasing Group member's option, fully credited against future invoices payable by the Purchasing Group member, or paid by Contractor within thirty (30) days from Contractor's receipt of a debit memo or other written request for payment from the Purchasing Group member.

12. REPORTS: Contractor will provide to the AOC Project Manager monthly program reports as required in Exhibit A, Work to be Performed.

13. AUDIT RIGHTS: Contractor agrees to maintain records relating to the Work and billing by Contractor under this Master Agreement and any Purchase Order for a period of five (5) years after final payment of any Purchase Order issued under this Master Agreement. During the period of time that Contractor is required to retain such records, the AOC Contract Manager, any Purchasing Group member, or other authorized agent may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices relating to the Work.

14. CHANGES AND AMENDMENTS: Changes or amendments to any component of the Master Agreement can be made only with prior written approval from the AOC Contract Manager. Requests for changes or amendments must be submitted in writing to the AOC Contract Manager and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Master Agreement or any subsequent Purchase Order due to an act of Force Majeure although the performance period of the Master Agreement or a Purchase Order, as applicable, may be amended due to an act of Force Majeure. After the AOC Contract Manager reviews the request, a written decision will be provided to Contractor. No amendment to this Master Agreement will be effective unless it is on an AOC amendment form, signed by both Contractor and the AOC.

15. WAIVER; SEVERABILITY: A party's waiver of enforcement of any of this Master Agreement's terms or conditions will be effective only if in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. If any part of this Master Agreement is held unenforceable, all other parts remain enforceable.

16. TERMINATION:

(a) The AOC may terminate this Master Agreement without cause by providing Contractor with thirty (30) days prior written notice. If necessary, AOC and the affected Purchasing Group members will discuss payment and performance of any Purchase Orders outstanding at the proposed date of termination.

(b) Any Purchasing Group member may terminate a Purchase Order for cause immediately if the Contractor is in breach of the terms of such Purchase Order or this Master Agreement and such breach is not cured within ten (10) days of written notice, or is not capable of cure. Whether or not any breach by Contractor is capable of cure, or is cured, is within the sole discretion of the Purchasing Group member who placed the Purchase Order.

(c) The AOC may terminate this Master Agreement for cause immediately. Termination may be made for cause if any of the representations or warranties become untrue at any time during the term of this Master Agreement, or if Contractor fails or is unable to meet or perform any of its duties under this Master Agreement, and such failure is not cured within ten (10) days of written notice, or is not capable of cure. Whether or not any failure by Contractor is capable of cure, or is cured, is within the sole discretion of the AOC. If necessary, the affected Purchasing

Group member, AOC, and Contractor will discuss performance of any Purchase Orders outstanding at the date of termination.

(d) A Purchasing Group member's obligations under a Purchase Order are subject to the availability of funds authorized for the purchase. Expected or actual funding may be withdrawn, reduced, or limited prior to the fulfillment of the Purchase Order. Upon written notice, a Purchasing Group member may terminate a Purchase Order, in whole or in part, without prejudice to any right or remedy, for lack of appropriation of funds. Upon termination, the Purchasing Group member will pay Contractor for the Work delivered or completed prior to the date of termination.

17. GENERAL INDEMNITY: Contractor will indemnify, defend (with counsel satisfactory to the AOC) and hold the AOC and the other Purchasing Group members and their respective officers, agents, and employees harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims caused by, arising out of, or relating in any way to, any defect, whether latent or patent, in the products or services purchased under this Master Agreement or from any act or omission by Contractor, its agents or employees, independent contractors, or subcontractors. This indemnification is in addition to any warranty or other obligations of Contractor and will apply without regard to whether the claim, damage, loss, liability, cost or expense is based on breach of warranty, negligence, strict liability, or any other legal or equitable theory. This indemnity will survive delivery and acceptance of products or services.

18. INFRINGEMENT INDEMNITY: Contractor will indemnify, defend (with counsel satisfactory to the AOC) and hold the Purchasing Group members and their respective officers, agents, and employees harmless from any and all losses (including reasonable attorneys' fees), liabilities, damages, and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any third party claims which arise out of or relate in any way to any claim of infringement, misappropriation or unauthorized use of any patent, trade secret, copyright, or trademark in connection with any products or services furnished or provided by Contractor under this Master Agreement.

19. INSURANCE:

Basic Coverage. Contractor must maintain at its expense the following insurance during the Term:

(a) Commercial General Liability. Commercial General Liability Insurance written on an occurrence form with limits of not less than $2,000,000 per occurrence, and a $2,000,000 annual aggregate limit of liability. Each policy must include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, including assault and battery, and liability assumed under an insured contract.

(b) Workers' Compensation/Employer's Liability. Statutory workers' compensation insurance, including special coverage extensions, for all of Contractor's employees who will be engaged in the performance of the Services, and employer's liability with limits not less than $1,000,000 for each accident, $1,000,000 as the aggregate disease policy limit, and $1,000,000 as the disease limit for each employee.

(c) Automobile Liability. Automobile liability insurance to cover the ownership, maintenance, use, loading and unloading of all vehicles owned, hired, or used by, or on behalf of, the Contractor, that are used in the performance of the Services with limits of not less than $2,000,000 per accident.

(d) Armored Car Cargo Insurance with limits of not less than $2,000,000 per occurrence and annual aggregate, to cover loss or damage to currency, coin, checks, securities, or other property placed into the care, custody and control of the Contractor by the Judicial Council of California, or the Administrative Office of the Courts, or any Superior Court of California, whether in transit or storage resulting in or from:

i. The theft, disappearance or destruction money, securities, and property, including, the cost of check reconstruction,
ii. dishonest or fraudulent acts, including forgery and alteration,
iii. loss or damage to locked safe, vault, or cash box in the possession of the Contractor

(e) Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of primary, excess or umbrella insurance.

(f) Deductibles and Self-Insured Retentions. .Contractor is responsible for and may not recover from the Court, including its elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, any deductible or self-insured retention that is connected to the insurance required under this 9.

(g) Certificates of Insurance. Contractor will provide Court with certificates of insurance satisfactory to Court, evidencing that all required insurance is in force before Contractor performs any Services, and provide complete copies of each policy upon request.

(h) Qualifying Insurers. For insurance to satisfy the requirements of this section, all required insurance must be issued by a carrier with an A.M. Best rating of A-/VII or better that is authorized to transact business in the State.

(i) Required Policy Provisions. Each policy must provide, as follows:

(j) Insurance Primary. With respect to commercial general liability and automobile liability insurance the policies must be endorsed to be primary and non-contributory with any insurance or self-insurance programs carried or administered by State of California, the Judicial Council of California, the Administrative Office of the Courts, any Superior Court of California including their respective judges, judicial officers, subordinate judicial officers, directors, officers, members, employees, agents, contractors and volunteers.

(k) Waiver of Recovery. Contractor waives any right of recovery it may have, and will require that any insurer providing commercial general liability, workers compensation, and automobile liability to also waive any right of recovery it may have against any of the State of California, the Judicial Council of California, the Administrative Office of the Courts, or any Superior Court of California, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents for liability arising out of the Services performed by Contractor under this Contract.

(l) Cancellation. That for all insurance required under section 9 an endorsement that the insurance will not be materially changed or cancelled without 30 days notice to the Court.

(m) Additional Insured. With respect to commercial general liability and automobile liability insurance the policies must be endorsed to include the State of California, the Judicial Council of California, the Administrative Office of the Courts, the every Superior Court of California, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents as additional insureds.

(n). Consequences of Cancellation or Termination. If the required insurance is cancelled or terminated during the Term, the AOL and Purchasing Group members are not required to process invoices after such cancellation or termination until Contractor provides evidence of reinstatement of the required insurance. If Contractor fails to obtain the appropriate waivers of subrogation, additional insured status, or certificates of insurance from its insurer(s), Contractor will indemnify the AOL and Purchasing Group members for all costs and liability caused by Contractor's breach.

(o). Subcontractors. The contractor shall include any Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.

20. REPRESENTATIONS AND WARRANTIES:

Contractor represents and warrants that:

(a) Contractor will maintain all required licenses and observe and comply with all applicable federal, state, and local laws, rules, and regulations affecting the Work provided or performed under this Master Agreement or any Purchase Order.

(b) During the performance of this Master Agreement and any Purchase Order, Contractor and its subcontractors will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. Contractor will ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and its subcontractors will not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor or its subcontractors interact in the performance of this Master Agreement or any Purchase Order. Contractor and its subcontractors will take all reasonable steps to prevent harassment from occurring.

(c) Contractor will comply with applicable provisions of the Fair Employment and Housing Act, California Government Code section 12900 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, section 7285 et seq.

(d) Contractor will comply with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

(e) No gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, consultant, or employee of the AOC or of another Purchasing Group member, with a view toward securing this Master Agreement or any Purchase Order or securing favorable treatment with respect to any determinations concerning the performance of this Master Agreement or any Purchase Order. For breach or violation of this representation and warranty, the AOC has the right to terminate this Master Agreement, for cause, either in whole or in part, and any loss or damage sustained by the AOC or any other Purchasing Group member in procuring, on the open market, any items which Contractor agreed to supply, will be borne and paid for by Contractor. The rights and remedies of the Purchasing Group members provided for in this provision are not exclusive and are in addition to any other rights or remedies provided by law or under this Master Agreement.

(f) Any statement in a written certification provided by Contractor to the AOC relating to this Master Agreement and signed on, before or after the Effective Date of this Master Agreement was true and correct when given and will remain true and correct during the term of this Master Agreement.

21. CONFIDENTIALITY: Contractor will hold in confidence all information a Purchasing Group member discloses to Contractor and all information to which Contractor gains access while providing Work under this Master Agreement or any Purchase Order. Contractor's obligation of confidentiality does not, however, apply to any information that Contractor can demonstrate is available to the public (other than through a breach of this Master Agreement). Contractor understands that a breach of its obligation of confidentiality may result in irreparable damage to the AOC or another member of the Purchasing Group for which no adequate remedy is available and that the AOC or such other Purchasing Group member will be entitled to injunctive or other equitable relief.

22. STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS: Contractor is an independent contractor and while performing the Work on or off the premises of the Purchasing Group members, neither it nor any of its agents or employees will be considered agents or employees of such Purchasing Group members. Contractor does not have the right to subcontract or delegate its obligations under this Master Agreement without the prior written consent of the AOC. Consent may be granted or withheld in the absolute discretion of the AOC. Any attempted subcontracting without the prior written consent of the AOC is void.

23. REQUESTS; COMMUNICATION; NOTICE:

(a) All requests, communications and notices concerning this Master Agreement must be made through the AOC Contract Manager. Notice to the AOC must be in writing and be delivered to the AOC Contract Manager at the following address by depositing in the U.S. Mail or commercial express mail, first class and pre-paid with return receipt requested:

Christine Kleaver, AOC Contract Specialist
Judicial Council of California - Administrative Office of the Courts
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3688
Telephone: 415-865-7947
Facsimile 415-865-4326

(b) Any notice or information that is required to be delivered to the AOC Project Manager will be delivered to the following address:

Christine Kleaver
Contract Specialist
Finance/Business Services
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, California 94102-3688
Telephone: 415-865-7947

(c) Notice concerning this Master Agreement or any Purchase Order is effective on receipt; however, any correctly addressed written notice that is refused, unclaimed, or undeliverable because of an act or omission of the party notified will be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable.

(d) Except as otherwise provided in paragraph 7, Dispute Resolution, all requests, communications and notices concerning a Purchase Order between Contractor and a Purchasing Group member must be made through the Purchase Order Project Manager for the Purchasing Group member.

24. ASSIGNMENT: Contractor may not assign this Master Agreement, in whole or in part, without the prior written consent of the AOC. Consent may be granted or withheld in the absolute discretion of the AOC. Any attempted assignment without the prior written consent of the AOC is void. No assignment will release Contractor from its duties under this Master Agreement.

25. PUBLICITY: Contractor must not make any public announcement, press release, or other writing relating to this Master Agreement or any Purchase Order without the prior written approval of the AOC Business Services Manager. In no event will the AOC Business Services Manager approve any writing that could be construed as an endorsement of Contractor.

26. GOVERNING LAW, VENUE: California law, without regard to its choice-of-law provisions, governs this Master Agreement and any Purchase Order. Venue for all litigation relative to the formation, interpretation and performance of this Master Agreement will be in the City and County of San Francisco.

27. CONTRACT CONSTRUCTION: Headings or captions to the provisions of this Master Agreement are solely for the convenience of the parties, are not part of the Master Agreement, and are not to be used to interpret or determine the validity of this Master Agreement. Any ambiguity in this Master Agreement or any Purchase Order will not be construed against the drafter, but rather the terms and provisions hereof will be given a reasonable interpretation as if both parties had in fact drafted this Master Agreement or the Purchase Order.

28. SURVIVAL: Terms which survive any termination or expiration of this Master Agreement include, but are not limited to, Product and Service Warranties, General Indemnity, Infringement Indemnity, Representations and Warranties, Audit Rights, and Assignment.

29. NON-EXCLUSIVITY: This Master Agreement is a non-exclusive agreement. The AOC and the other Purchasing Group members reserve the right to perform, or have others perform the Work of this Master Agreement. The AOC and the other Purchasing Group members reserve the right to bid the Work to others or procure the Work by other means.

30. QUALIFIED PERSONNEL: Contractor must assign to perform Work under this Master Agreement or any Purchase Order only personnel who have sufficient training and experience to successfully perform the Work. If the AOC or another Purchasing Group member is dissatisfied, for any reason or no reason, with any personnel assigned by Contractor to perform Work, Contractor must immediately replace them with qualified personnel.

31. SIGNATURE AUTHORITY: Each party warrants it has the authority to enter into this Agreement, it may perform as provided for in this Master Agreement, and its representative who signs this Master Agreement has the authority to do so.

32. ENTIRE AGREEMENT: This Master Agreement including any exhibits, schedules, or attachments constitutes the entire agreement and final understanding of the parties with respect to the subject matter hereof and supersedes and terminates any and all prior and/or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the subject matter hereof. No subsequent amendment to this Master Agreement will be effective unless in writing signed by properly authorized representatives of AOC and Contractor.

END OF EXHIBIT C