UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

RE: REQUEST for QUOTATION **June 17, 2026**
RFQ NO. USDC26_USDCPOSTCONVIC

To Whom It May Concern:

The United States District Court, Central District of California Probation and Pretrial Services Office, is seeking proposals from hotels and resorts for our 2026 Post Conviction Division Training Conference.

This is a request for **Open Market Pricing.**

Counties Being Considered: Santa Barbara/ Goleta, Ca.

Property must have a rating of 4 stars or better from Michelin, Hotels.com or TripAdvisor.com. Quotes must be emailed to veronica_lujan@cacd.uscourts.gov by 4:00pm, on Friday, July 17, 2026, local time. Submit a technical proposal describing your approach and project management in accordance with the attached statement of work. Use the attached quote sheet for a price quotation, broken down by task, with any supporting documentation for the price attached. Site surveys may be conducted prior to award to ensure facility meets event requirements. **The USDC will not accept proposals from any Brokers. All responses must be direct from Hotel Management. All responses must be submitted using quote sheet on page 8.**

A **fixed price award** from this RFQ will be made based on **lowest priced, technically acceptable** offer.

Questions concerning this RFQ should be addressed to Veronica Lujan, Contracting Officer, via email, veronica_lujan@cacd.uscourts.gov.

Sincerely,

Veronica Lujan
Contracting Officer

Attachments:
1. Statement of Work (SOW)
2. RFQ Worksheet
3. Terms and Conditions

General Information Estimated Requirements:

Important Note: All quantities are an estimate only and not a guarantee of requirements. Actual numbers may vary, depending on event participation.

- Meeting Dates: September 23 through September 25, 2026
- Attendance:120
- Total Room Night Estimates: 360

Dates:	Mon. 9/21	Tues. 9/22	Wed 9/23	Thur. 9/24	Fri. 9/25	Sat.	Sun.
Est.# of Rooms	N/A	120	120	120	**N/A**	**N/A**	**N/A**

Meeting Room Estimated Requirements:

- **Tuesday 9/22**
  - Two tables with tablecloths and skirts for registration/reception to be stationed in front of main meeting room.

- **Wednesday 9/23**
  - One secure storage room with a locking door in close proximity to the ballroom.
  - Space for registration/reception near main meeting room (2 tables), with tablecloth and skirts
  - Ballroom for main session round tables of 8, for approx. 120 people. Morning / Afternoon breaks, Breakfast & Lunch. Buffet style set up for breaks and meals outside of ballroom.

- **Thursday 9/24:**
  - One secure storage room with a locking door in close proximity to the ballroom.
  - Space for registration/reception near main meeting room (2 tables), with tablecloth and skirts
  - Ballroom for main session round tables of 8, for approx. 120 people. Morning / Afternoon breaks, Breakfast & Lunch. Buffet style set up for breaks and meals outside of ballroom

- **Friday 9/25:**
    - One secure storage room with a locking door in close proximity to the ballroom.
    - Ballroom for main session round tables of 8, for approx. 120 people. Morning break, Breakfast. Buffet style set up for breaks and meals outside of ballroom.

Food and Beverage Estimated Requirements:

- Length of Conference:
  - Water Stations
    - At all times during conference hours
    - In common areas or in meeting/classrooms
    - Breakfast, Lunch, AM / PM breaks; Selections to be varied each day

Tuesday 9/22

PM Registration / Arrival - 120 people
- Cookies. Lemonade, iced tea, ice water

Wednesday 9/23:

- Breakfast – Buffet type including fresh fruit, hot, cold, and vegan selections. Assorted juices, coffee, decaf, tea (Coffee station to be refreshed at morning break, lunch, afternoon break – 120 people

- Morning Break - 120 people
  - Refreshment Break Selection: light snack assortment
  - Water, coffee (regular & decaffeinated), hot tea station refreshed

- Lunch Break – 120 people
  - Buffet type including hot, cold, and vegan selection. Assorted beverages, coffee station refreshed.

- Afternoon Break – 120 people
  - Refreshment Break Selection – light snack assortment, assorted soft drinks
  - Water, coffee (regular & decaffeinated), hot tea station refreshed

Thursday 9/24:

- Breakfast – Buffet type including fresh fruit, hot, cold, and vegan selections. Assorted juices, coffee, decaf, tea (Coffee station to be refreshed at morning break, lunch, afternoon break – 120 people

- Morning Break - 120 people
  - Refreshment Break Selection: light snack assortment
  - Water, coffee (regular & decaffeinated), hot
  - tea station refreshed

- Lunch Break – 120 people
  - Buffet type including hot, cold, and vegan selection. Assorted beverages, coffee station refreshed.

- Afternoon Break - 120 people
  - Refreshment Break Selection – light snack assortment, assorted soft drinks
  - Water, coffee (regular & decaffeinated), hot tea station refreshed

Friday 9/25: Conference to end at noon

- Breakfast – Buffet type including fresh fruit, hot, cold, and vegan selections. Assorted juices, coffee, decaf, tea (Coffee station to be refreshed at morning break, lunch, afternoon break – 120 people

- Morning Break - 120 people
  - Refreshment Break Selection: light snack assortment
  - Water, coffee (regular & decaffeinated), hot
  - tea station refreshed

Audio Visual Rental and Exhibit Estimated Requirements:

- 2 Wi-Fi connections.

- **Tuesday 9/22**:
  2 A/C extension cords for the two registration tables

- **Wednesday 9/23**:

  - Main Ballroom (morning General Session):
    - 2 wireless handheld microphones
    - 1 wireless lapel microphone
    - 2 projection screens (7.5ft x 10ft)
    - 1 support package for client's projector 8ft includes A/C Ext Cord, Multistrip, Table, VGA Cable, HDMI cable, Technical Assistance if required
    - Podium and pipe and drape
    - 10 flipcharts

- **Thursday 9/24**:

  - Main Ballroom (morning General Session):
    - 2 wireless handheld microphones
    - 1 wireless lapel microphones
    - 2 projection screens (7.5ft x 10ft)
    - 1 support package for client's projector 8ft includes A/C Ext Cord, Multistrip, Table, VGA Cable, HDMI Cable, Technical Assistance if required
    - Podium and pipe and drape
    - 10 flipcharts

- **Friday 9/25:**
- Main Ballroom (*Keynote Speaker*) conference to end at noon:
  - 2 wireless handheld microphones
  - 1 wireless lapel microphone
  - 2 projection screens (7.5ft x 10ft)
  - 1 support package for client's projector 8ft includes A/C Ext Cord, Multistrip, Table, VGA Cable, HDMI Cable, Technical Assistance if required
  - Podium and pipe and drape

- Main ballroom - Hanging of agency banner for general assemblies for the entire event period.
- Main ballroom - Provide California and United States flags on stands for the entire event period.

Additional Requirements:

- Property must have a rating of 4 STARS or better from Michelin, Hotels.com or TripAdvisor.com.
- Hotel must have contiguous meeting space, with minimum outside passage and primarily connected corridors to main hotel and guest rooms.
- Hotel meeting space must be separate from the public space.
- Hotel must be set back from main streets or highways.
- Hotel must have a restaurant with seating for up to 100 people within the premises.
- Hotel must provide complimentary or reduced rate self-parking, with in/out privileges. To accommodate a minimum of 120 vehicles for this conference.
- Hotel must provide a check-in time no later than 3:00 pm.
- Hotel must provide late check-out on Friday up to 1:00 pm.
- Hotel must accommodate early check-out, without additional fees. Preferred in-room safe and refrigerator.
- Hotel must be able to separate agency conference charges from individual room charges.
  - All charges for hotel room nights, parking, conference meeting room setup, A/V, breakfast, AM / PM refreshment breaks, are to be direct billed to United States District Court, Central District of California Probation & Pretrial Services Office
  - All other incidental expenses will be charged to individual attendees.
- Hotel must be family friendly.
- Hotel must have onsite business center.
- **Hotel must be willing to negotiate and edit standard terms and conditions to meet Federal Judiciary standards and incorporate the Judiciary's Terms and Conditions into their standard Terms and Conditions (see attached terms and conditions).**
- Complimentary or reduced resort fee.
- Complimentary or reduced rate in-room internet access (cable and/or Wi-Fi).
- Complimentary or reduced rate onsite fitness center.
- Adjoining rooms connected by a door (to accommodate families with children who may be under aged).
- Available complimentary roll-out beds upon request.
- Hotel must be able to provide a room reservation web-link to the Conference Coordinator.
  - The link will be imbedded on our Conference Registration website to allow guests to directly reserve rooms with the hotel.
  - Agency staff personal credit card information will not be required during the registration process in the web-link.

Requested Room Rate Range:

Hotel must be able to provide all rooms at the government rate. Approved Daily lodging rates (excluding taxes) for Santa Barbare county in the month of September 2026 are $205.00 per night.

- Federal Government per diem rate based on location. Please refer to https://www.gsa.gov/travel-resources

Deposit:

- The judiciary restricts commercial advance payments to a "reasonable" deposit for Audio/Visual Services, Food and Training Space. A reasonable deposit is no more than 15% of the total estimated costs. The judiciary is prohibited from deposits or advance payment for hotel guest rooms.

United States District Court, Central District of California Probation & Pretrial Services Office

2026 TRAINING CONFERENCE

RFQ PRICING WORKSHEET

US Government is Tax Exempt, TIN No. 53-0197981F

Vendor Information — Date _____

Hotel _____

Mailing Address _____

Remittance (Payment) Address _____

Point of Contact _____

Telephone & Fax _____

Email _____

Federal Tax ID, DUNS Number, and a copy of the W-9 Form. _____

Requirements	Unit Cost	x	Estimated Quantities	=	Sub-Total	Total
Room Rates						
Room Rate - Tuesday	_____	x	120	=	_____	
Room Rate - Wednesday	_____	x	120	=	_____	
Room Rate - Thursday	_____	x	120	=	_____	

Sub-Total: _____

Sales Tax: Exempt

Occupancy Tax: Exempt

Food & Beverage

Tuesday – PM Registration/Arrival	_____	x	120	=	_____
Wednesday -Breakfast	_____	x	120	=	_____
Wednesday - Morning Break	_____	x	120	=	_____
Wednesday- Lunch	_____	x	120	=	_____
Wednesday - Afternoon Break	_____	x	120	=	_____
	_____	x	120	=	_____
Thursday - Breakfast					
Thursday - Morning Break	_____	x	120	=	_____
Thursday – Lunch	_____	x	120	=	_____
Thursday- Afternoon Break	_____	x	120	=	_____
	_____	x	120	=	_____
Friday- Breakfast					
Friday – Morning Break	_____	x	120	=	_____

Service Fees/Gratuity of:_____% (If any)

Sub-Total: _____

Service Fee: _____

Tax: Exempt

Meeting Room & AV Rental

Tuesday _____

Wednesday _____

Thursday _____

Friday _____

Sub-Total: _____

Service Fees/Gratuity of:_____% (If any)

Service Fee: _____

Tax: _____ Exempt

Parking Charges (If not complimentary)

Tuesday	_____	x 120	_____
Wednesday	_____	x 120	_____
Thursday	_____	x 120	_____
Friday	_____	x 120	_____

Sub-Total: _____

Grand Total: _____

PURCHASE ORDER TERMS AND CONDITIONS
Provisions and Clauses for
Open Market Orders

Purchase Order No.: _____

1) **Provision B-5, Solicitation Provisions Incorporated by Reference (MAR 2025)**

This solicitation incorporates one or more solicitation provision by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the same offeror ad submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provisions by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at the address:
http://w\vw.uscourts.gov/procurement/clauses.htm

2) **Clause B-5, Clauses Incorporated by Reference (MAR 2025)**

This Procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:
http://www .uscourts.gov/procurement /clauses.htm

3) The following clauses are included by reference:

Clause 3-3 - Provisions, Clauses, Terms and Conditions - Small Purchase (APR 2026)
http:// www·.uscourts.gov/procurement/clauses.htm

4) **Provision B-1, Solicitation Provisions Incorporated by Reference**
Solicitation Provisions Incorporated by Reference (MAR 2025)
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: http://www.uscourts.gov/procurement.aspx.

Clause 3-120, Order of Precedence
Include the following clause as prescribed in § 330.10.30(s) (Provisions and Clauses).
Except that this clause shall not be included in blanket purchase agreements or orders awarded under GSA's Multiple Award Schedule contracts. Contracting officers may also include the clause in solicitations and contracts below the judiciary's small purchase threshold. Contracting Officers, in coordination with the AO's Office of General Counsel, may modify this clause to address unacceptable vendor terms and conditions not otherwise addressed by the standard version of this clause.

1. Order of Precedence (APR 2026)

1. (a)Any conflicts or inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
    1. (1)The schedule of supplies/services.
    2. (2)Judiciary clauses 7-175, Assignments of Claims; 7-235, Disputes; 7-135, Payments; and 7-125, Invoices; 7-30 Public Use of the Name of the Federal Judiciary; 2-57 Protecting, Reporting, and Responding to Incidents Involving Sensitive Information (if included in the contract).
    3. (3)The "Unauthorized Obligations" and "Commercial Supplier Agreements Unenforceable Clauses" paragraphs of this clause.

4. (4)Addenda to this solicitation or contract, including any commercial supplier agreements as defined in paragraph D of this clause and as amended by the Commercial Supplier Agreements Unenforceable Clauses provision in paragraph (d) of this clause.
5. (5)Solicitation provisions if this is a solicitation.
6. (6)Contract clauses if this is a contract.
7. (7)The judiciary's standard contract form.
8. (8)Other documents, exhibits, and attachments.
9. (9)The specification.

2. (b)When an order utilizing clause 3-120 is placed against an indefinite delivery vehicle (IDV) or a Blanket Purchase Agreement (BPA) that contains Federal Acquisition Regulation (FAR) clause 52.212-4, paragraphs (a) and (b) of clause 3-120, except for (a)(2) (Judiciary clauses), shall be considered replaced with FAR 52.212-4's order of precedence provision. The remaining paragraphs of clause 3-120, together with section (a)(2) of this clause shall be considered "Other Compliances" under FAR 52.212-4(s)(2).

3. (c)Unauthorized Obligations
    1. (1) Except as stated in paragraph (c)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement that includes any language, provision, or clause requiring the judiciary to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Antideficiency Act violation (31 U.S.C. § 1341), the following shall govern:
        1. (A)Any such language, provision, or clause is unenforceable against the Government.
        2. (B)Neither the judiciary nor any judiciary authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the judiciary or any judiciary authorized end user to such clause.
        3. (C)Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.
    2. (2) Paragraph (c)(1) of this clause does not apply to indemnification or any other payment by the judiciary that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
    3.
4. (d)Commercial Supplier Agreements Unenforceable Clauses.

When any supply or service acquired under this contract is subject to a commercial supplier agreement, the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

1. (1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the judiciary, the following shall apply:
    1. (A)Applicability. This agreement is a part of a contract between the commercial supplier and the judiciary for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders).
    2. (B)End user. This agreement shall bind the ordering activity as end user but shall not operate to bind a judiciary employee or person acting on behalf of the judiciary in his or her personal capacity.
    3. (C)Law and disputes. This agreement is governed by Federal law.
        1. (i) Any language purporting to subject the judiciary to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.
        2. (ii) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.
        3. (ii) Any language prescribing a different period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.
    4. (D)Continued performance. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the judiciary except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights in accordance with Clause 7-235 or other applicable Federal statute while continuing performance as set forth in the disputes clause.
    5. (E)Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used.

6. (F)Updating terms.
    1. (i) After award, the Contractor may unilaterally revise commercial agreement terms if they are not material. A material change is defined as:
        1. (a)Terms that change judiciary rights or obligations;
        2. (b)Terms that increase judiciary prices;
        3. (c)Terms that decrease overall level of service; or
        4. (d)Terms that limit any other judiciary right addressed elsewhere in this contract, Blanket Purchase Agreement (BPA), Basic Ordering Agreement (BOA), task order, or call order.
    2. (ii) For revisions that will materially change the terms of the contract, BPA, BOA, task order, or order, the revised commercial agreement must be incorporated into the contract, BPA, BOA, task order, or order using a bilateral modification.
    3. (iii) Any agreement license terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this BPA, contract, or order shall not be enforceable against the judiciary, and the judiciary shall not be deemed to have consented to them.
7. (G)Automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized judiciary representative.
8. (H)Indemnification of end user. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. § 516.
9. (I)Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:
    1. (i) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying judiciary contract or order.
    2. (ii) This charge, if disputed by the ordering activity, will be resolved in accordance with the disputes clause; no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.
    3. (iii) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the judiciary.
10. (J)Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the judiciary as end user will be governed by the terms of the underlying judiciary contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the judiciary contract.
11. (K)Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the judiciary's prior approval.
12. (L)Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed “confidential information.” Issues regarding release of “unit pricing” or “line-item pricing” will be resolved consistent with Judiciary Clause 1-15, Disclosure of Contractor Information to the Public. Notwithstanding anything in this agreement to the contrary, the judiciary may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.
13. (M)Credit application/Master account. Any language requiring the use of a credit application or master account is hereby deleted. Credit provisions are not applicable to the judiciary.
14. (N)Advance payments. Except for publications printed or recorded in any way for the auditory or visual use of the agency, any language requiring the judiciary to pay for more than the value of services already provided or articles already delivered is hereby deleted unless expressly authorized in writing by the Contracting Officer and provided for in the schedule of supplies/services.
15. (O)Insurance. Because the judiciary is self-insured, any language requiring the judiciary to pay for insurance is hereby deleted.
16. (P)Damage deposits. Any language requiring the judiciary to pay a deposit for damages is hereby deleted.
17. (Q)Any section in a commercial supplier agreement related to Artificial Intelligence that conflicts with a judiciary contract clause or requirement is hereby deleted.
18. (R)Any term that claims to provide authority or approval for judiciary data to be moved outside the United States is hereby deleted. Any movement of judiciary data outside the

United States must first be approved in writing by the CO and COR and must be explicitly stated in the contract.

2. (2) If any language, provision, or clause of this agreement conflicts or is inconsistent with this clause, then the language in this clause shall prevail to the extent of such inconsistency.

5. (e)If the Contractor is providing or using as part of performance of this contract a commercial item that is owned, operated, developed, or licensed by a third party, the Contractor is responsible for the third party's adherence to this clause.
6. (f)Definitions

Commercial Items – See Vol. 14, Appendix 1Z – Glossary of Procurement Terms

Commercial supplier agreement means terms and conditions customarily offered to the public by vendors of supplies or services that meets the definition of "commercial item" set forth in the Glossary of Procurement Terms in Volume 14 (Procurement) of the Guide to Judiciary Policy intended to create a binding legal obligation on the end user. The term applies–

1. (1) Regardless of the format or style of the document. For example, a commercial supplier agreement may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), Acceptable Use Policy, Data Processing Agreement, or another similar legal instrument or agreement, and may be presented as part of a proposal or quotation responding to a solicitation for a contract or order;
2. (2) Regardless of the media or delivery mechanism used. For example, a commercial supplier agreement may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

Judiciary data means information created, collected, processed, maintained, disseminated, disclosed, or disposed of by or for the federal judiciary, in any medium or form.

5) Credit Application/Master Account:

Credit provisions are not applicable to the judiciary.

Application for master account cannot be completed. There will be no need for master account. Each individual guest will be paying for their room.

Individuals are responsible for payment of room and incidental charges upon departure unless otherwise specified. The hotel shall invoice the Judiciary for all other charges including meeting spaces, food and beverage, and audio-visual charges. The hotel shall reference the purchase order number on the face of its invoice.

6) Attorney Fees:

Attorney fees are not applicable to the judiciary.

7) Insurance:

The judiciary is self-insured.

8) Payments in Advance /Deposit:

Clause 2-115, Terms for Commercial Advance Payment of Purchases (APR 2013) Clause 2-125, Security for Advance Payment (APR 2013)
http://www.uscourts.gov/procurement /clauscs.htm

- Availability of Funds for the Next Fiscal Year (JAN 2003)

Funds are not presently available for performance under this contract beyond _____. The judiciary's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the judiciary for any payment may arise for performance under this contract beyond _____, until funds are made available to the contracting officer for performance and until the contractor receives notice of availability, to be confirmed in writing by the contracting officer.

9) Arbitration Clause:

Arbitration is not applicable to the judiciary.

10) Damage Deposits:

See No. 11, Indemnification and/or Hold Harmless:

11) Indemnification and/or Hold Harmless:

Clause 7-25, Indemnification (AUG 2004)

"Notwithstanding any other term or provision of this agreement, the judiciary's liability related to any claim for personal injury, death, property loss, or damage under this agreement, is limited by and subject to the procedures and terms of the Federal Tort Claims Act, the Antideficiency Act, and all other applicable federal laws and regulations."

(a) The contractor assumes full responsibility for and shall indemnify the judiciary against any and all losses or damage of whatsoever kind and nature to any and all judiciary property, including any equipment, products, accessories, or parts furnished, while in its custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the contractor, any subcontractor, or any employee, agent or representative of the contractor or subcontractor.

(b) If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the contractor or its employees, any judiciary-owned or controlled property is lost or damaged as a result of the contractor's performance of this contract, the contractor shall be responsible to the judiciary for such loss or damage, and the judiciary, at its option, may, in lieu of requiring reimbursement therefor, require the contractor to replace at its own expense, all property lost or damaged.

(c) Hold Harmless and Indemnification Agreement
The contractor shall save and hold harmless and indemnify the judiciary against any and all liability claims and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or subcontractor.

(d) The contractor shall indemnify and hold the judiciary, its employees, and others acting on its behalf harmless against any and all loss, liability, or damage arising out of the negligence, failure to act, fraud, embezzlement, or other misconduct by the contractor, its employees, subcontractors, agents, or representatives of the contractor or subcontractor.

(e) Judiciary's Right of Recovery
Nothing in the above paragraphs will be considered to preclude the judiciary from receiving the benefits of any insurance/bonds the contractor may carry which provides for the indemnification of any loss or destruction of, or damages to, property in the custody and care of the contractor where such loss, destruction or damage is to judiciary property. The

contractor shall do nothing to prejudice the judiciary's right to recover against third parties for any loss, destruction of, or damage to, judiciary property, and upon the request of the contracting officer will, at the judiciary's expense, furnish to the judiciary all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the judiciary) in obtaining recovery.

12) Jurisdiction:

Federal law applies. Obligations to and rights of the United States under its contracts are governed exclusively by federal law. Boyle v. United Technologies Corp., 487 U.S. 500, 504 (1988)

13) Cancellation:

i) “Cancellation or reduction” refers to either a complete cancellation of the room block or a reduction of more than 20% of the original room block. No penalty will apply to a cancellation or reduction when the judiciary gives written notice of such cancellation or reduction, via email, facsimile, or hard copy, at least 60 days prior to the date of the event, or if the event is cancelled as a result of catastrophic events (e.g., airport closure, major snowstorm, hurricane, tornado, flood).

(ii) If a cancellation or reduction occurs less than 60 days before the date of the event, the contractor agrees to make every effort to resell all the cancelled room block. If the contractor is unable to resell all the cancelled or reduced products or services, the judiciary will be responsible for such amounts that reflect the actual losses sustained by the contractor.

(iii) If the judiciary agrees to reschedule the same event within six months from the date of the cancelled event, any cancellation fee will be waived.

(iv) If the hotel cancels the booking, without limiting the judiciary’s rights and remedies under law or in equity, the hotel must be held responsible for excess costs incurred by the judiciary to arrange equivalent accommodations for the event.

14) Provision 3-5 Taxpayer Identification (APR 2011)

(a) Definitions.

"Taxpayer Identification (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 770 l(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to finish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 770l(c)(3). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror' s TIN.

(d) Taxpayer identification Number (TIN): _ _ _ _ _ _ _ _ _ _ _ _ _

[ ] TIN has been applied for.
[ ] TIN is not required, because:
  [ ] Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  [ ] Offeror is an agency or instrumentality of a foreign government;
  [ ] Offeror is an agency or instrumentality of the Federal government.

(e) Type of organization:
[ ] sole proprietorship ;
[ ] partnership;
[ ] corporate entity (not tax-exempt);
[ ] corporate entity (tax-exempt);
[ ] government entity (Federal, State or local);
[ ] foreign government;
[ ] international organization per-26 CFR 1.6049-4;
[ ] other _ _ _ _ _ _

(f) Contractor represents.

The offeror represents as pai1 of its offer that it is [ ], is not [ ], 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

[ ] woman Owned Business
[ ] Minority Owned Business (if selected, then one sub-type is required)

  [ ] Black American
  [ ] Hispanic American
  [ ] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
  [ ] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Korea, The Philippines, U. S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
  [ ] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sir Lanka, Bhutan, the Maldives Islands, or Nepal)
  [ ] Individual/concern, other than one of the preceding.