



**REQUEST FOR PROPOSAL (RFP)**  
**NYC GROUND TRANSPORTATION FOR MERIDIAN INTERNATIONAL CENTER**  
**INCLUDING**  
**THE INTERNATIONAL VISITOR LEADERSHIP PROGRAM (IVLP), CULTURAL EXCHANGE (CE)**  
**PROGRAMS, MERIDIAN CENTER FOR CULTURAL DIPLOMACY (MCCD) PROGRAMS AND**  
**COLLABORATIVE SERVICES (CS) PROGRAMS AND ANY OTHER REQUIRED PROGRAMS IN**  
**OTHER MERIDIAN’S DIVISIONS**

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## REQUEST FOR PROPOSAL (RFP) NYC GROUND TRANSPORTATION FOR MERIDIAN INTERNATIONAL CENTER'S VARIOUS PROGRAMS

**RFP TITLE:** NYC GROUND TRANSPORTATION

**RFP NO.** IVLP-2022-6

**RFP RELEASE DATE:** June 13<sup>th</sup>, 2022

**PROPOSAL SUBMISSION DEADLINE:** June 27<sup>th</sup>, 2022

**QUESTION SUBMISSION DEADLINE:** June 21<sup>st</sup>, 2022

### Statement of Purpose

Meridian International Center's IVLP Team is responsible for administering the U.S. Department of State's International Visitor Leadership Program (IVLP), a professional exchange program. IVLP participants from around the world travel to Washington, DC for the first leg of their U.S. professional exchange program and New York City. On average, Meridian administers projects for roughly 1,500 – 2,000 IVLP participants during the course of the year. For groups with four or more participants, the IVLP requires ground transportation services in New York, New York in order to transport the groups to and from their professional meetings.

Similarly, other Meridian Teams require ground transportation services in DC. including transfers of participants to and from Dulles Washington Airport and Regan National Airport for Cultural Exchange (CE) programs and for Meridian Center for Cultural Diplomacy (MCCD) programs and for Collaborative Services (CS) programs and for any other division in Meridian.

### Background Information

Meridian International Center is a non-profit organization that promotes international understanding through the exchange of people, ideas, and culture. Established in 1960 and headquartered in Washington, DC, Meridian offers a wide array of outreach, exchange, and arts programs. We promote dialogue among people of all ages about global issues, connect professionals from different countries and enrich the cultural perspectives of audiences across the United States and abroad.

### Scope of Work

Transportation service requests *generally* include the following, but requests may vary according to the needs of each individual group:

- Bus that can accommodate between five and thirty individuals. *Size requirement varies based on size of the group.*
- Transportation for project itinerary dates. *Dates vary based on project schedule.*
- One to two airport transfers to/from LGA, JFK and/or EWR.
- Possible three hours of transportation for a New York City tour.
- Eight hours of transportation per weekday for professional meetings. *Dates vary based on project schedule.*



## Meridian requires the following for NYC ground transportation:

- No deposits.
- No penalty for cancellations at any time.
- Ongoing scheduling flexibility while service is provided.
- Ability to provide transfers to other cities (ex. Albany).
- Adequate storage space for luggage/equipment.
- ADA compliant vehicles.
- Availability of additional vehicles and drivers in case of breakdown or unforeseen complications. *No additional charge to be made for extra time accumulated due to delay.*
- Drivers who are able to assist with the loading and unloading of baggage/equipment.
- Drivers who are able to be reached by cell phone at any time during the New York City program.
- Drivers who comply with all safety laws and regulations.
- Drivers who comply with the latest Meridian, State Dept., Local and Federal COVID-19 safety guidelines and protocol.
- Drivers who are and can provide proof of full COVID-19 vaccination.

Requests for services:

- Requests will be submitted for each individual project itinerary.
- Requests will be made by one of the IVLP Team's 17 program teams. That program team will be the POC for that specific project request. Invoices should be sent to the POC team.
- Requests for other Meridian's programs (CE, MCCD, CS and for any other division) will be handled by the relevant program team's point of contact and will be coordinated for invoicing by the same team.

## Performance Standards

Meridian requires the following performance and quality standards for transportation companies:

- Confirmation of and contact information for drivers should be received by close of business, *at the latest*, the business day before the group arrives.
- Timeliness of drivers to ensure that groups arrive at meetings promptly.
- Clean, presentable vehicles.
- Follows CDC, State Dept., and Meridian guidance on cleaning and disinfecting vehicles as necessary.
- Takes necessary precautions to prevent the spread of COVID-19, including completing Meridian health questionnaire each day of service.

## Fees and Expenses

- a) Preference will be given to those vendors able to bill at an hourly rate.
- b) Preference will be given to those vendors able to include gratuity on the final invoice. If gratuity is included, gratuity is not to exceed 15%.



- c) Depending on the requesting program team (IVLP, CE, MCCD, CS or any other Meridian's division), an invoice should be provided to the same requesting program team for each individual project itinerary.
- d) Meridian is tax exempt in New York.
- e) Meridian will pay for transportation expenses within 30 days of invoice receipt.

## Requirements for Proposal Preparation

Please include the following information in your proposal:

- Pricing
  - Identify hourly or daily rate.
  - Outline pricing matrix based on vehicle size.
  - Identify gratuity rate and method for handling gratuity.
  - Note any additional fees.
- Vehicles
  - Identify number of vehicles.
  - Describe capacity of vehicles.
  - Identify number of ADA compliant vehicles.
  - Provide information about all vehicles in the fleet, including, but not limited to, make, mileage, facilities and accidents incurred.
  - Provide proof of insurance, insurance coverage and registration of vehicles.
  - Provide information on COVID-19 vehicle disinfecting procedures.
- Drivers
  - Confirm that all drivers have a valid driver's license.
  - Confirm that all drivers are full vaccinated against COVID-19.
  - Demonstrate proof that drivers have a good driving record (no DWI's).
  - Describe credential/criminal record check for drivers.
- Company
  - Provide resumes for key personnel.
  - Provide contact information for at least 2 references.
  - Provides company policy on COVID-19 safety precautions and protocols should driver test positive for COVID-19.
  - If applicable, describe previous work history with Meridian.

## Evaluation and Award Process

Meridian will evaluate proposals based on a best-value determination; Offerors should submit their most competitive price proposal. Proposals will be evaluated using the following criteria:

- Technical proposal (40) points
- Past performance (30) points



- Budget cost (30) points

The evaluation committee will review the technical proposal based upon the technical criteria listed above. The cost proposals will be reviewed to ensure they are complete and free of computational errors. The committee will also assess the reasonableness of costs and the cost-effectiveness of the budget and will determine whether the costs reflect a clear understanding of project requirements. A contract will be offered to the responsible Offeror whose proposal follows the RFP instructions and is judged to be the most advantageous to Meridian.

## Proposal Submission Instructions

The bidder is required to follow the instructions contained in this RFP in preparing and submitting bid or proposal. The bidder is advised to read thoroughly and follow all instructions.

Each bidder is given wide latitude in the degree of detail it elects to offer or extent to which plans, designs, systems, procedures are revealed. However, insufficient detail may result in a determination that the bid proposal is materially non-responsive or may lower its technical score.

Offerors will submit proposed budget with their proposals in a separate, separate file, via email to Ellen Manwaring, Operations Manager [emanwaring@meridian.org](mailto:emanwaring@meridian.org) labeled "Budget Proposal." All responses to this RFP must be received no later than the submission deadline. Reference the RFP number in proposal submission.

Questions regarding the services provided should be directed to Ellen Manwaring, Operations Manager at [emanwaring@meridian.org](mailto:emanwaring@meridian.org) no later than the question/inquiry submission deadline **June 21<sup>st</sup>, 2022**. Reference the RFP number in all questions/inquiries.

Proposals for the above services will be accepted from **June 13<sup>th</sup> – June 27<sup>th</sup>, 2022**. Proposals will be evaluated based on their ability to provide the services outlined above. Vendors will be notified of their selection status within 30 days of the submission deadline. Services will go into effect in July, 2022.

## Contractual Terms and Conditions

- a) Meridian reserves the right to accept or reject any quotations, cancel the bidding process and reject all quotations at any time prior to the award of the contract.
- b) Quotes must remain valid through July 31<sup>st</sup>, 2022.
- c) Vendors will be re-evaluated on an annual basis. If vendors fail to meet the required needs during re-evaluation, Meridian reserves the right to terminate the contract.
- d) If the vendor demonstrates a continued failure to meet the needs or the performance standards required by Meridian and its various program teams (IVLP, CE, MCCD, CS and other divisions), Meridian reserves the right to terminate the contract.





Except or otherwise provided in the main body of this Agreement, the Terms and Conditions that follow are part of and shall be deemed to be incorporated in this Agreement.

With the exception of Appendix A of the following terms and conditions, **should there be any inconsistency between the terms of this Agreement and the terms that follow, the Agreement terms shall prevail.**

1. Confidential Information and Nondisclosure

a. During the Term of this Agreement, each party may be provided information by the other party (including information that the U.S. Government considers confidential) that the other considers confidential and proprietary. The parties agree that all information marked or otherwise designated as confidential, or that under the circumstances is reasonably understood to be confidential, is the confidential information of Meridian or Contractor, as applicable ("Confidential Information"). Contractor expressly acknowledges and agrees that all Meridian proprietary information and trade secrets and all information relating to or belonging to Meridian's clients constitutes the Confidential Information of Meridian for purposes of this Agreement. Each party must use the Confidential Information of the other party only for the purposes of this Agreement and may not disclose such Confidential Information to any third party for any purpose without the other party's prior written consent. Each party agrees to take measures to protect the confidentiality of the other party's Confidential Information that, in the aggregate, are no less protective than those measures it uses to protect the confidentiality of its own Confidential Information, but each party must, at a minimum, exercise reasonable care with respect to such Confidential Information and take reasonable steps to advise its employees of the confidential nature of the Confidential Information and of the restrictions on disclosure and use thereof as contained herein. Meridian and Contractor each agree to require that the other party's Confidential Information be kept in a reasonably secure location. Notwithstanding anything to the contrary contained in this Agreement, Confidential Information shall not include any information disclosed by the other party (the "Disclosing Party") to the receiving party (the "Receiving Party") that:

- i. Is rightfully known to the Receiving Party prior to its disclosure by the Disclosing Party;
- ii. Is released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- iii. Is independently developed by the Receiving Party without any reliance on, use of, or reference to Confidential Information of the Disclosing Party; or
- iv. Is or becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any nonparty.



- b. Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information where required under applicable federal, state, or local law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction, provided that the Receiving Party shall first make commercially reasonable efforts to provide the Disclosing Party with (i) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy and (ii) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.
- c. Nothing herein shall be interpreted to grant to either party any license or other interest, including any ownership right, in the other's Confidential Information or any intellectual property rights therein.
- d. The provisions of this Article 1 shall survive the termination or expiration of this Agreement for any reason for a period of 5 years following such termination or expiration, and shall survive with respect to any Confidential Information that constitutes a trade secret of a party until such information is no longer protected by trade secret status. Upon termination or expiration of this Agreement or otherwise upon Meridian's request, Contractor shall return or destroy, as requested by Meridian, all Confidential Information of Meridian and all business records and other information in its possession or control that in any way relates to Meridian, and shall certify in writing its compliance with the foregoing requirements.

## 2. Termination for Convenience

This Agreement (including any Statement of Work) may be terminated in whole or in part by Meridian, or at the request of the award funder, without cause upon a 30-day notice period. Upon such termination, termination for a Force Majeure Event, or at the expiration of this Agreement, Meridian is liable only for payment for Services and deliverables reasonably satisfactorily performed or delivered, as applicable, prior to termination or expiration and all reasonable, documented expenses incidental to the cost-effective, timely, and orderly termination of the Services that are incurred as a result of such termination or expiration.

## 3. Termination by Default

- a. Contractor may terminate this Agreement if Meridian breaches any of the terms and conditions set forth in this Agreement and does not cure such breach to Contractor's reasonable satisfaction within a period of 30 days after receipt of notice from Contractor of such breach or failure or, if such breach is not capable of cure within 30 days, does not commence efforts to cure such breach within 30 days of receipt of such notice.



- b. Meridian may terminate this Agreement in whole or in part if Contractor (i) breaches any of the terms and conditions set forth in this Agreement, fails to perform any of its obligations under this Agreement, or fails to make progress so as to endanger performance of this Agreement in accordance with its terms, and (ii) in any of these circumstances, does not cure such breach or failure to Meridian's reasonable satisfaction within a period of 10 days after receipt of notice from Meridian of such breach or failure.
- c. Meridian may terminate this Agreement and/or Contractor's performance hereunder, effective immediately, if Meridian reasonably determines that Contractor has acted dishonestly, carelessly committed an act of misconduct, failed to provide contracted Services or deliverables, committed any unlawful act, or acted in any way that materially adversely affects Meridian's reputation.
- d. In the event that Contractor defaults under this Agreement and as a result Meridian terminates this Agreement with respect to certain Services or deliverables as permitted under Article 3 (b) above, Meridian may elect to procure the same or substantially the same Services or deliverables as those so terminated and Contractor shall be, without prejudice to any other rights or remedies available to Meridian, liable to Meridian for any excess costs for the procurement of such substantially similar work, Services, or deliverables, provided, however, that Contractor must continue the performance of this Agreement to the extent not terminated by Meridian. Meridian must use reasonable care to mitigate the amount of excess costs for which Contractor may be liable hereunder.
- e. If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties are the same as if the termination had been issued for the convenience of Meridian in accordance with Article 2 of this Agreement. The provisions of this Article 3 shall survive termination or expiration of this Agreement for any reason.
- f. The rights granted to Meridian hereunder are in addition to any rights that Meridian may have at law or in equity.



## **APPENDIX A**

### **DATA PROCESSING AGREEMENT**

**and**

### **OTHER CONTRACTUAL PROVISIONS**

#### **A. DATA PROCESSING AGREEMENT**

In the event that the services contracted through this Data Processing Agreement (DPA) include the transfer or processing of Personal Data, Contractor ensures through this DPA that it has implemented applicable technical and organizational measures in such a way that its processing of Personal Data will comply fully with applicable Data Protection Law.

##### **Definitions**

“Data Protection Law” means EU Data Protection Laws including GDPR and, to the extent applicable, the data protection or privacy laws of any other country. The terms “controller,” “processor,” “process,” “processes,” and “processed” will be construed accordingly.

“GDPR” means EU General Data Protection Regulation 2016/679.

“Personal Data” means any information relating to an identifiable individual that is processed by Contractor on behalf of Meridian in connection with services defined under the Agreement.

“Data Subject” means the individual to whom Personal Data belongs.

“Data Transfer” means 1) a transfer of Personal Data from Meridian to Contractor and/or 2) an onward transfer of Personal Data from Contractor to a subcontractor.

“Personal Data Breach” means a breach of security leading to the accidental or unlawful loss, destruction, or unauthorized disclosure of, or access to, Personal Data held or processed by Contractor.

##### **Scope and Processing of Personal Data**

Contractor will comply with all applicable Data Protection Laws in the processing of Personal Data while providing the services defined in the Agreement. The Contractor will not process Personal Data other than on Meridian’s specific documented instructions.

Contractor may be processing special categories of data defined under GDPR (“Sensitive Data”), depending on the services outlined in the Agreement. Sensitive Data includes racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning health, or data concerning an individual’s sexual orientation.



## **Confidentiality**

Contractor will ensure that any person authorized to process Personal Data (including staff, volunteers, agents, and subcontractors) is provided access on a strict need-to-know basis and is subject to an obligation of confidentiality under organizational policy or statutory mandate.

## **Security**

Contractor will maintain organizational and technical security measures appropriate to their assessed risk of accidental or unlawful loss, destruction, or unauthorized disclosure of Personal Data. Such measures may include hardware and software protection, firewalls, secure storage, access controls, breach detection, encryption, or password protection of Personal Data during Data Transfer or at rest.

## **Subprocessing or Data Transfer**

Contractor will not contract a subprocessor, or further disclose or transfer Personal Data, unless authorized by Meridian through documented instruction.

## **Data Subject Rights**

Contractor will provide reasonable assistance to enable Meridian to respond to any request by Data Subjects exercising their rights under applicable Data Protection Law.

GDPR Data Subject rights include:

1. Right of access: Data Subjects can access their data at any time and have the right to know how the business is using it. A copy of the data must be given to the Data Subject free of charge and in electronic form if requested.
2. Right to be forgotten: Data Subjects can withdraw their consent for a business to use their data and request for it to be permanently removed.
3. Right to data portability: Data Subjects can request for their data to be transferred to another provider and the business must carry this out via a commonly used, accessible, readable format for the individual.
4. Right to be informed: Data Subjects must be notified by the business before they gather Personal Data on the individual, and this must be done via a transparent opt-in process where the individual gives consent. Additional Data Subject rights apply to automated individual decision-making and profiling.
5. Right to rectification: Data Subjects have the right to amend or update data that is related to them.
6. Right to restrict processing: Data Subjects can restrict processing of their data. This means their records can remain in place with the business but must not be used.



7. Right to object: Data Subjects have the right to stop their data from being processed. The business must immediately stop using the individuals' data after receiving the request.
8. Right to be notified of a breach: If a breach occurs in the business and the individuals' data is at risk of being compromised, the business must inform the Data Subject within 72 hours of the breach.

If such a request is made directly to Contractor, it will promptly inform Meridian and will advise the Data Subject to submit their request to Meridian. Meridian will be solely responsible for responding to any Data Subject request under applicable Data Protection Law.

### **Personal Data Breach**

Contractor will notify Meridian immediately but within no more than 36 hours upon becoming aware of a Personal Data Breach affecting Personal Data, providing Meridian with all information required by Meridian to inform Data Subjects and appropriate regulators of the Personal Data Breach under relevant Data Protection Laws. Contractor will take all reasonable efforts, as directed by Meridian, to assist in the investigation, mitigation, and remediation of each Personal Data Breach.

### **Deletion or Return of Personal Data**

Contractor will delete all copies, in all formats, of Personal Data held or processed under the Agreement either 1) within ten (10) business days of the end date of the Agreement or 2) at the time that a program final report is submitted to Meridian, if applicable.

If Contractor wishes to retain some or all of the Personal Data following the Agreement end date to use for its own purposes, fully unrelated to and independent of the Agreement, Contractor assumes all responsibilities of Data Controller, as defined under Data Protection Law. This includes but is not limited to issuing appropriate disclosures to all impacted Data Subjects, obtaining and tracking consent for data use, and ensuing compliance with all regulatory obligations of a Data Controller under Data Protection Law. In this case, the Contractor must **either** 1) provide a written certification that the appropriate disclosures, privacy statements, and consents have been implemented within ten (10) days of the end date of the Agreement, **or 2) certify** in the final program report when submitted to Meridian, if applicable, that the appropriate disclosures, privacy statements, and consents will be implemented. If such certification is not produced, the Contractor must delete all Personal Data held under the Agreement.

### **Audits**

Meridian has the right to audit Contractor's activities in order to ensure appropriate security and confidentiality measures and compliance with Data Protection Law as applied to Personal Data. Contractor will make available to Meridian on request all information necessary to demonstrate compliance with all terms of this DPA.

## **B. OTHER CONTRACTUAL PROVISIONS**

The following provisions apply to this Agreement as federal regulation and/or statute:

### **1) Debarment and Suspension**



Contractor certifies that it will comply with subpart C of the OMB guidance in 2 CFR § 180, OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Nonprocurement) and will include a similar term or condition in any covered transaction into which it enters at the next lower tier.

## **2) Lobbying Certification**

Contractor certifies, to the best of its knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification may be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **3) Audit**

Meridian, the U.S. Government, the Comptroller General of the United States, or any of their duly authorized representatives, will have access to any books, documents, papers, and records of Contractor that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

## **4) Funding**

Contractor acknowledges that funding for this Agreement is pursuant to funding provided to Meridian by U.S. governmental sponsors, and Meridian's obligations to make payments under this Agreement are contingent on continued funding and approval of this Agreement by such sponsors.



#### **5) Trafficking in Persons and Related Activities**

Contractor certifies that it will comply with applicable provisions of 2 CFR § 175, Award Term for Trafficking in Persons, which establishes a Government-wide award term for grants and cooperative agreements to implement the requirement in paragraph (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC § 7104(g)). In particular, Contractor, its subrecipients, and its subrecipients' employees may not (i) engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect, (ii) procure a commercial sex act during the period of time that the Agreement is in effect, or (iii) use forced labor in the performance of the Project. (Terms are defined in 2 CFR § 175.)

#### **6) Executive Order 13224 on Terrorist Financing**

U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Contractor to ensure compliance with these Executive Orders and laws. Contractor confirms that it will take reasonable steps to ensure that none of the funds under this Agreement will be used in support of or to promote violence, terrorist activity, or related training, whether directly through Contractor's own activities and programs, or indirectly through support of, or cooperation with, other persons or organizations known to support terrorism or that are involved in money laundering activity.

#### **7) Conflict of Interest**

Contractor certifies that it is in compliance with and shall remain in compliance with federal regulations relating to conflicts of interest. As such, Contractor shall not accept for Contractor's own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Agreement or the discharge of Contractor's duties. Contractor shall not engage in any business or professional activities, directly or indirectly, that would conflict with the activities assigned under this Agreement or any expected or anticipated future activities.

Contractor shall report any conflict of interest to Meridian, and such report shall be made before expenditure of funds authorized in this Agreement and within 45 days of any subsequently identified conflict of interest.

#### **8) Prohibition on certain telecommunication and Video surveillance services or equipment:**

Section 889(a)(1) of the National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits any U.S. Government contractor (such as Meridian) from using, or providing to the Government, any equipment, system, or service that uses covered telecommunications equipment or services, as a substantial or essential component of any system, or as critical technology as part of any system, as more specifically described in Federal Acquisition Regulation (FAR) clause 52.204-25 "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment." The Contractor certifies that any equipment, system, or service that it delivers or provides to Meridian will not use any covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. These terms shall flow down to any subrecipient or subcontractor.



**9) Additional Laws and Regulations Applicable to Receipt of Federal Grant/Contract or Cooperative Agreement Funds**

Funding for this Agreement may be provided in whole or in part by one or more U.S. Government funding agencies. As a result, Contractor shall comply with the applicable laws and regulations listed below, the entire terms and conditions of which are fully incorporated herein and can be accessed at 2 C.F.R. Part 200, Subpart F, Appendix II and in referenced regulations. These terms flow down to any subcontractor or subrecipient:

- Equal Employment Opportunity (E.O.s 11246 and 11375, and 41 C.F.R. Part 60)
- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)
- Copeland "Anti-Kickback" Act (40 U.S.C. 3145)
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3703)
- Rights to Inventions Made Under a Contract or Agreement (37 C.F.R. Part 401)\_
- Clean Air Act (42 U.S.C. 7401 et seq. and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended
- Debarment and Suspension (E.O.s 12549 and 12689)
- Byrd Anti-Lobbying Amendments (31 U.S.C. 1352)
- Procurement of recovered materials (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014)
- Support for domestic preferences for procurement (2 CFR 200.322):  
Contractor is to provide a preference for the purchase, acquisition and use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when making procurements that will be directly charged to a Federal award/contract. For purposes of this term:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymerbased products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- Never Contracting with the enemy (2 CFR 183):  
Contractor is prohibited from entering into contracts with persons or entities that are actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, and where the contemplated work a) exceeds \$50,000 and b) is performed outside the United States.

