



8/1/2022

The Meridian Center for Global Leadership (MCGL) and the Meridian Center for Cultural Diplomacy (MCCD) at Meridian International Center are soliciting competitive proposals from vendors for non-exclusive hotel agent services. We invite all interested companies to participate. Requirements are provided in the attached Request for Proposal (RFP).

**If interested, please submit your proposal to the Compliance Team at [compliancerequest@meridian.org](mailto:compliancerequest@meridian.org) by no later than COB on Monday, 8/22/2022. No proposals will be accepted after this date.**

The compliance team will also accept questions related to this RFP by no later than COB on Thursday, 8/11/22.

We look forward to receiving your bids.

Sincerely,

Compliance Team at Meridian International Center

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# Request for Proposal

Hotel Agent Services

Proposal Title: MCGL/MCCD non-exclusive Hotel Agent Services

MCGL RFP No. 001-23

Date RFP issued: 8/1/2022

Due Date: Mon. 8/22/22

Type of Contract: Non-exclusive, Hotel Incentive-based Contract

Contract Term: One base year period from the contract signature date with three (3) one-year options to renew.

Estimated Annual # of Program Participants: 1,500

In accordance with the requirements of this proposal, the undersigned offers and agrees, if their proposal is accepted, to furnish any and all services submitted in accordance with the conditions specified by the proposal.

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are received due to bidder's failure to be knowledgeable of all the requirements under this RFP. By submitting a proposal in response to this RFP, the bidder confirms that it has satisfied itself of all the requirement of this RFP.

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No RFP will be accepted if submitted after close of business (6pm EDT) on the due date: Monday, August 22, 2022

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## **1. Statement of Purpose**

Meridian International Center is tasked with coordinating lodging and sometimes event space in various locales for a variety of international exchange and training programs, along with other logistical duties. Meridian is seeking the services of a hotel supplier with hotel agents who we can work with the MCGL and MCCD teams at Meridian on a variety of projects across the United States and internationally. The potential scope of work will vary based upon the project. MCGL and MCCD expect to have 30+ programs a year ranging from 5 rooms and 4 nights to 250 rooms for 3 nights plus conference space. Annual hotel expenditures between MCGL and MCCD are expected to be in excess of \$2 million. This RFP covers hotel usage within the Washington, DC metropolitan area, including the District of Columbia, Maryland, and Virginia; throughout the United States; and internationally.

## **2. Background Information**

Meridian International Center is a non-profit organization that promotes international understanding through the exchange of people, ideas, and the arts. 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.

## **3. Scope of Work**

The selected agency (Contractor) will provide hotel procurement services for MCGL and MCCD official programs. Contractor must demonstrate its hotel agents' ability to meet the following needs:

- Work with program teams collaboratively
- Provide at least two (2) hotel options within GSA (domestic) or State Department (international) rates and close to business location
- Able to negotiate accommodations at or below the federal government per diem rates, with breakfast and Wi-Fi included
- Able to assist Meridian with meeting cost-share requirements (such as comped/concessions/contributions for conference room spaces or guest rooms or meals)
- Able to provide reports on hotel usage (hotel nights per location/by city)
- Assist Meridian in securing rates exclusive of taxes based on our IRS non-profit tax exemption status in Washington, DC and New York state
- Able to work nationwide and internationally

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- Able to negotiate flexible contract terms, including lower or no down payments, less restrictive cancellation terms and penalties, group rates, etc.
  - Able to meet strict and flexible deadlines and short-notice booking needs
  - Able to work with program teams as a liaison with the selected hotels in case of issues related to invoicing, contract discussions, negotiations, or service
  - Willingness to update program teams on new venues and travel programs, and provide introductions to hotel managers
  - Assist with conference arrangements, including A/V rental, banquet space and catering, with the selected hotels

#### **4. Outcome and Performance Standards**

- Minimum of 5 years' experience handling hotel requests and hotel contract negotiation.
- Solid knowledge of GSA and State Department per diem rates and their applicability.
- Ability to demonstrate experience in making reservations for smaller and larger groups and individual participants in federal and other privately funded programs.
- Demonstrate technical knowledge of creating "hotel reservation/conference logistic support" forms that address the necessary information required to initiate a reservation.
- Provide sample of hotel reports, and feedback request forms.

#### **5. Deliverables**

Contractor must be able to provide timely reports on hotel usage by city or region and other factors, as needed. In addition, Contractor must be able to provide:

- Quarterly hotel reports about nights reserved per location
- Quarterly updated hotel contact list for GSA-approved hotels, their rates, and means of contact for each city in the US based on our usage

#### **6. Payments, Incentives, and Penalties**

As the awarding agency, Meridian International Center and its departments will not be responsible for any fees payable to hotel agents.

It is between the hotel agent and the hotel to discuss and to agree on the incentive/fees paid by hotel to agent in return for the reservations made at these hotels.

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Also, it is understood that the hotel agent and the hotel will discuss what will happen to the hotel agent's incentive in case of cancellation or no show.

Meridian and its awarding agencies are not liable for payment of any fees or incentives to the hotel agent regardless of the status of reservations (confirmed, cancelled, reduced or otherwise).

## **7. Contractual Terms and Conditions**

This is a non-exclusive, no-fee, contractor-hotel directly negotiated incentive one base year contract, subject to three (3) one-year renewal options.

The contract will be effective on the date all signatures of both parties are received and will be valid for one year. After the end of the first year, Meridian and Contractor may exercise the 3 one-year optional renewal terms if mutually agreed.

Reservations made for federal awards will be subject to the Contract Provisions for Non-Federal Entity Contracts Under Federal Awards under 2 CFR 200 Appendix II to Part 200 [https://www.ecfr.gov/cgi-bin/text-idx?SID=d53a4f1f884181ed991e69a563bff5f2&mc=true&node=ap2.1.200\\_1521.ii&rgn=div9](https://www.ecfr.gov/cgi-bin/text-idx?SID=d53a4f1f884181ed991e69a563bff5f2&mc=true&node=ap2.1.200_1521.ii&rgn=div9)

## **8. Requirements for Proposal Preparation**

The bidder is required to follow the instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid 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 and extent to which plans, designs, systems, and 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.

## **9. Evaluation and Award Process**

Proposals received will be evaluated on the demonstrated ability to provide services described in Section 3. Scope of Work, and should include the following details:

- Highlight past experiences negotiating additional concessions, with examples
- Highlight volume of business handled
- Provide any business certification, if any
- Explain and provide past examples of relationships with hotels nationally and internationally, including any preferences given to certain families of hotels, if any
- Samples of previous work, e.g., meeting government per diem rates and arranging large conferences
- References from past clients

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## **10. Contacts**

Detailed resumes should be submitted for all supervisory and key personnel to be assigned to the contract.

## **11. Submissions**

Please send the submission and any accompanying documents to the attention of the compliance team at [compliancerequest@meridian.org](mailto:compliancerequest@meridian.org) by **COB on Monday, 8/22/2022**.

## **12. Contractual Terms and Conditions**

- Meridian is a DC based Tax Exempt nonprofit organization which has tax exemption status for Washington D.C. and New York due to our work in implementing a federal program for public benefit.
- Upon selection you may be asked to provide a W9, vendor validation, reference, and/or certification documents.
- Meridian reserves the right to accept or reject any quotations, cancel the bidding process and to reject all quotations at any time prior to the award of the contract.
- All potential offerors/vendors agree to adhere to Meridian's following privacy policy: <https://www.meridian.org/meridian-privacy-policy/>
- Once the proposal is submitted by the Contractor to Meridian, Meridian will keep the proposal in its records and use it as a reference for as long as it is needed by Meridian
- The proposal needs to be valid for at least a period of 120 days
- Meridian is not responsible for any cost in connection with the contractor's expenses incurred for developing its proposal in response to our RFP.
- If the vendor demonstrates a continued failure to meet the needs or the performance standards required by Meridian, 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 shall be deemed to be incorporated in any written Agreement with the winning bidder.

1. Confidential Information and Nondisclosure

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- 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

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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



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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 the 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.

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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 of 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,

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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 the 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

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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

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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 the 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.)

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**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)

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- 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 polymer-based 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.