



REQUEST FOR PROPOSAL (RFP)
NYC IVLP HOTEL ACCOMMODATIONS FOR MERIDIAN INTERNATIONAL CENTER
INTERNATIONAL VISITOR LEADERSHIP PROGRAM (IVLP)
Towards a More Safe and Secure World – Cooperative Efforts in Combating Transnational Crime Initiative

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REQUEST FOR PROPOSAL (RFP)
NYC HOTEL ACCOMMODATIONS FOR MERIDIAN INTERNATIONAL CENTER
IVLP PROJECT FOR Towards a More Safe and Secure World – Cooperative Efforts
in Combating Transnational Crime Initiative
An IVLP Special Initiative

RFP TITLE: NYC IVLP Hotel Accommodations

RFP RELEASE DATE: December 6th, 2023

QUESTION SUBMISSION DEADLINE: December 15th, 2023

PROPOSAL SUBMISSION DEADLINE: December 18th, 2023



Dates in NYC Program Dates:

May 14th, 2024 to May 18th, 2024

Arrival Date for (~100) Guests: May 14th, 2024

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 NYC for the last leg of their U.S. professional exchange program. On average, Meridian administers projects for roughly 1,500 – 2,000 IVLP participants during a single year. To ensure a comfortable stay for the participants when they arrive, the IVLP requires hotel accommodation services in NYC.

The U.S. Department of State's **Towards a More Safe and Secure World – Cooperative Efforts in Combating Transnational Crime Initiative** is designed to promote global cooperation in the war against transnational crime. It examines how the U.S. government at all levels, often in cooperation with private-sector institutions such as faith-based organizations and NGOs, works to secure its borders and combat illicit trafficking of persons, arms, and drugs, with particular emphasis on the global trade of synthetic opioids such as fentanyl by transnational criminal organizations. Participants will examine the broad range of policies; operational strategies; and federal, state, and local government and private-sector institutions working to combat transnational crime and guarantee the integrity of cross-border commerce and travel. Participants will explore cooperative international efforts to combat cross-border criminal activity, in addition to services provided domestically and internationally, to assist victims of transnational crimes. Other topics to be addressed include drug trafficking, smuggling, money laundering, and the nexus between transnational crime and terrorism.

Meridian International Center invites submission of proposals from members of the IVLP Preferred Hotel List (PHL)-NYC for **Towards a More Safe and Secure World – Cooperative Efforts in Combating Transnational Crime Initiative**. The visitors are traveling under the auspices of the U.S. Department of State, as are the accompanying Interpreters and Liaisons (I/Ls).

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

1. Each International Visitor and IVLP Interpreter/Liaison (I/L) will be accommodated in a single room. If possible, I/Ls will receive an upgraded room.
2. The preferred method of payment for rooms is Direct Bill to Meridian International Center. Invoices must be sent to Meridian within two weeks of the group's departure.
3. Due to the size of the group, special arrangements can be made in advance for the collection of incidental deposits. Incidentals will not be covered by the U.S. Department of State, Global Ties U.S. or Meridian International Center. The hotel must agree to a flat deposit of no more than \$50 per guest for the entire stay. The RFP response must clearly indicate the amount of the



incidentals deposit. Deposits will be made in cash. Deposits must be returned to the guests expeditiously, no later than the morning of departure.

4. The hotel must have a designated booking agent for this RFP.
5. The hotel will not charge a resort or amenities fee.
6. The hotel will not charge a service or administrative fee for F&B set up.
7. Complimentary internet and/or Wi-Fi must be provided in each sleeping room and in each of the meeting spaces on Thursday May 16th and Friday May 17th. The hotel should indicate internet availability in sleeping rooms, other public spaces, including the hotel lobby and business center, and meeting spaces.
8. The hotel should provide complimentary meeting space on Thursday May 16th and Friday May 17th that can accommodate three 6'x6' interpretation booths with direct sight line to the stage/front of room. should have free access to the hotel loading area and/or dock one day prior to the event and will require complimentary access to the meeting space the day prior to the event for booth set-up (Wednesday May 15th) . The interpretation company should be allotted up to two free parking spaces per day on the day prior to the booth set up (Wednesday, May 15th) and on the day of the conference (Thursday, May 16th)
9. The hotel must provide complimentary and continued water service in all of meeting spaces on Thursday, May 16th and Friday, May 17th.
10. The hotel will provide meeting spaces(s) on the following dates:

Day	Start Time	End Time	Meeting Type	Setup	People
Thursday, May 16 th	8:00 am	5:00 pm	Conference	One large conference room at no charge that can accommodate all participants at once with AV. The room will be used for the keynote. The conference space must accommodate three interpretation booths (6' x 6' each), with a direct line of sight to the speaker(s). The room will also accommodate a coffee / tea service. The room will provide complimentary WiFi and water service in the room throughout the day.	130- 140



Friday, May 17 th	8:00 am	1:00PM	Closing Sessions	Five small conference rooms at no charge with AV to accommodate small group breakout sessions with about 15-30 people in each room. Each of the five rooms will include complimentary WiFi and water service in each room throughout the morning from 8:00 am – 1:00 pm.	130-140
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11. The hotel agrees to list all fees and/or additional charges that may be incurred by visitors over the course of the group's stay such as portorage or luggage storage.
12. In rare cases of request for extension of check-out date, the agreed upon nightly rate will apply.
13. The hotel must have 24/7 security in place and available.

Program Dates/ Rooms Required:

Tuesday May 14 th	Wednes day May 15 th	Thursda y May 16 th	Friday May 17 th	Saturday May 18 th
100	100	100	100	Check Out



Performance Standards

- Compliance with GSA Nightly Room Rate for Single Accommodations (FY 2024 rates will be honored).
- Capability and willingness to perform the Required Services.
- Quality of hotel guest rooms, lobby and meeting space.
- Hotel location within NYC, and easy access to public transportation.
- Hotel lobby and gathering space(s) large enough to accommodate entire group at the same time.
- Meeting space must comfortably accommodate three interpretation booths during the full group meetings with direct site line to stage/front of the room.
- Hotel can provide basic A/V services at competitive rates and will provide a list of rates in advance. A/V services should include complimentary electrical charge. Complimentary large screens and a projector for use of PPT for speakers or image/branding should be included. Pricing-list for A/V equipment; all-types of Microphones, Riser, and Podium must be included in proposal. The A/V costs should not include 'service or administrative fees. The hotel will include a list of all the companies that they work with that provide A/V services on the premises.
- 24/7 hotel security
- Attractiveness of additional available amenities.
- Expertise of key personnel (sales and event managers) working with international clients and similar government-funded programs.
- Guaranties adherence to the most up to date CNYC, U.S. Department of State, and Meridian COVID-19 guidelines and safety measures throughout the property. Hotel will provide written Covid-19 protocol/policy.
- Ability to allow for quarantine (at GSA rate) should guest(s) test positive for COVID-19. Duration of quarantine will be determined according to latest CNYC guidance.
- LEED Certified preferred.

Fees and Expenses

- a) A final itemized invoice should be provided to the requesting program team within five business days of guest departure.
- b) Meridian is tax exempt in D.C. and New York.
- c) Meridian will pay invoices within 30 days of invoice receipt.
- d) Preference will be given to the proposal that provides best overall price point including but not limited to amenities, conference space, and meals.

Requirements for Proposal Preparation

- Pricing
 - Ability to adhere to GSA nightly room rates.



- Outline pricing matrix for additional accommodation such as conference rooms, AV etc.
- Note any additional fees.
- Accommodations
 - Describe hotel ADA accommodation options and services.
 - Provide information on COVID-19 safety procedures.
- Company
 - If applicable, describe previous work history with Meridian and any IVLP engagement.

Evaluation and Award Process

Meridian and the U.S. Department of State will evaluate proposals based on a best-value determination. 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.

Each proposal must include responses to all questions and requests for descriptions posed under Required Services. Respondent should use the RFP Response Survey provided by Meridian International Center linked here: <https://forms.office.com/r/cHxDqKYGJu>. Please also send a formal proposal on your hotel's letterhead to Alyson Woolley at awoolley@meridian.org.

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.

Questions regarding the RFP provided should be directed to Alyson Woolley, Senior Associate at Meridian International at awolley@meridian.org. The question/inquiry submission deadline is by December 15th. Reference the RFP number- 2023-3 in all questions/inquiries.

Proposals for the above services will be accepted from **December 6th to December 18th**. Proposals will be evaluated based on their ability to provide the services outlined above.



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) Proposal must remain valid October, 15th, 2024.
- 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 teams, Meridian reserves the right to terminate the contract.

Meridian's general terms and conditions:

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.



4. The The Climate Crisis: Working Together for Future Generations *An IVLP Special Initiative* project is funded by the Office of International Visitors, Bureau of Educational and Cultural Affairs, US Department of State under the authority of the Fulbright-Hayes Act of 1961. The contract signatory will have the opportunity to cancel the contract, without liquidated damages for the sole reason of not receiving the appropriate US Department of State funding necessary to host this program



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.

COVID-19 SAFETY PROTOCOLS

Contractor will abide by the following safety protocols in conducting all contracted services.

- A. Contractor acknowledges that risk of exposure to COVID-19 and other illnesses exist in any public or private space where people are present.
- B. Contractor acknowledges receipt and understanding of the following COVID-19 safety policy:
 - a. Contractors and Program Participants:

Meridian will ask all contractors and program participants to acknowledge receipt and understanding of this policy to include:

- i. Contractors and program participants will complete a confidential health questionnaire before departure for their program.
- ii. Contractors and program participants will not be permitted to participate in in-person activities while exhibiting any symptoms of COVID-19.
- iii. Contractors and program participants will be asked to wash/sanitize hands upon arrival to in-person programming and throughout the day.
- iv. Contractors and program participants will be required to wear self- or Meridian-provided masks over their mouths and noses at all times during in-person program activities, cultural activities, and anytime they are not in a private, non-public, space.
- v. Contractors and program participants will be required to maintain appropriate social distancing at all times.
- vi. Contractors and program participants will be encouraged to practice safety and wellness etiquette, to include frequent handwashing/sanitizing, covering coughs and sneezes, avoiding touching face and other personal contact (including handshaking, hugs, and fist bumps). Shared equipment must be frequently sanitized. avoiding sharing (or frequent sanitizing)
- vii. Contractors and program participants will be encouraged, and provided supplies, to frequently clean and disinfect workstations, frequently touched items, and/or any shared items. .
- viii. Contractors and program participants will be encouraged to report any safety and/or health concerns to program staff.
- ix. Contractors and program participants who begin to experience symptoms of COVID-19, or who test positive for COVID-19, will immediately be separated from others and sent to their hotel rooms or directly to the local emergency room based on the severity of the symptoms (if any). International visitors sick with COVID-19 should follow Centers for Disease Control and Prevention (CNYC) guidance and will not be permitted to return to travel or participate in in-person program activities until they have met the CNYC



criteria to discontinue isolation. CNYC guidelines and updates may be found online at: <https://www.cNYC.gov/coronavirus/2019-ncov/index.html>

- b. Meridian Programs
 - i. Contractors and participants on an international exchange program will acknowledge in writing that risk of exposure to COVID-19 and other illnesses exist in any public or private space where people are present and gather.
 - ii. Contractors and participants are participating in programs on a voluntary basis and agree to hold harmless Meridian, the U.S. Department of State, and/or program partners from any and all liability should they be exposed to, or contract COVID-19 during the program.
- c. Program Travel
 - i. The CNYC requires all air passengers to present a negative COVID-19 test result before entering the United States. Air passengers will be required to get a viral test within the three days before their flight departs to the United States and provide written documentation of their test to the airline.
 - ii. If a passenger does not provide documentation of a negative test or recovery, or chooses not to take a test, the airline must deny boarding to the passenger.
 - iii. All travelers will be required to comply with recommended CNYC guidelines and wear masks in airports, commercial aircraft, trains, bus services, and other modes of public transportation. Travelers are encouraged to avoid crowds and stay at least 6 feet (2 meters) apart from others, wash their hands often or use hand sanitizer, and avoid contact with anyone who is sick.
 - iv. Contractors and participants traveling for international programs taking place outside the United States must follow CNYC guidelines during travel, as well as local guidelines of countries they are traveling through and to.
- d. Quarantine
 - i. Programming outside the U.S.: U.S. and foreign residents traveling internationally will be asked to comply with CNYC recommendations as well as local and country-specific protocols and restrictions, including testing, quarantine, self-monitoring, etc. Meridian will work with local program partners and U.S. embassies and consulates to reinforce local COVID-19 protocols and restrictions.
 - ii. Programming in the U.S.: International visitors traveling from overseas and returning U.S. citizens will be asked to comply with CNYC recommendations, which includes taking a PCR test within 72 hours of departing for the United States, and may include self-quarantine in a hotel, private residence, etc., before program activities begin. If international visitors plan to travel domestically, they may be asked to self-quarantine upon arrival. Meridian will work with local program partners to reinforce local and state COVID-19 protocols and restrictions.
 - iii. If a contractor or program participant becomes ill during the program or shortly after returning to the United States, the individual will be asked to quarantine until symptoms pass, a PCR test returns negative results, or as determined by a medical professional. The individual will also be asked to notify Meridian so that close contacts may be notified, if necessary.
- e. Testing
 - i. International visitors will be tested for COVID-19 upon arrival to the United States, as well as several times throughout their program.



- ii. U.S. participants may be asked to take a COVID-19 test upon arrival in the program host country, as well as throughout the program. All travelers to the United States, regardless of vaccination status or nationality, must take a PCR test within 72 hours (3 days) prior to boarding their flight to the United States.
 - f. Program Convenings and Professional Meetings
 - i. Meridian's highest priority is to protect the health and well-being of our staff, visitors, and vendors. Meridian's protocol in hosting international visitors and private in-person events follows the District of Columbia's COVID-19 reopening guidelines. If program activities are scheduled outside of the District of Columbia, Meridian program teams will work with local program partners to follow state and local guidelines for in-person meetings.
 - ii. If it is not possible to convene in person while observing proper physical distancing guidelines, Meridian and program partner teams will encourage virtual program models as appropriate. Visitors can participate in virtual programming events, meetings, and discussions in their hotel rooms or another pre-arranged, safe location, such as a business center or computer lab. If visitors do not have the equipment necessary to participate in a virtual session, Meridian and/or program partners can support visitors by lending visitors laptops, tablets, or a mobile device.
 - g. Program Transportation
 - i. Meridian will rely on contracted bus services and private ride-share services, such as Uber, Lyft, etc., instead of public transportation while contractors and program participants are traveling to/from professional meetings, home hospitality, and cultural activities.
 - h. Confidentiality/Privacy
 - i. Except for circumstances in which Meridian is legally required to report workplace occurrences of communicable disease, the confidentiality of all medical conditions will be maintained in accordance with applicable law and to the extent practical under the circumstances. When it is required, the number of persons who will be informed of an individual's condition will be kept at the minimum needed not only to comply with legally required reporting, but also to assure proper care of the employee and to detect situations where the potential for transmission of COVID-19 may increase. Meridian reserves the right to inform others that a contractor or program participant (without disclosing the person's name) has been diagnosed with COVID-19 if the others might have been exposed to the disease so they may take measures to protect their own health.
- C. Contractor will coordinate with Meridian program staff to ensure that all program activities and participants abide by the above COVID-19 safety policy.
- D. Contractor will immediately report to Meridian any of the following circumstances:
 - a. A program participant begins to experience COVID-19 symptoms;
 - b. A program participant refuses to abide by the COVID-19 safety policy; or
 - c. Any concerns regarding compliance with the COVID-19 safety policy.
- E. Contractor must be fully vaccinated in advance of the program start date
 - a. Per CNYC guidelines, in general, people are considered fully vaccinated:



- i. 2 weeks after their second dose in a 2-dose series, such as the Pfizer/BioNTech or Moderna vaccines, or
 - ii. 2 weeks after a single-dose vaccine, such as Johnson & Johnson's Janssen vaccine
 - b. Per World Health Organization (WHO) guidelines, in general, people are considered fully vaccinated:
 - i. 2 weeks after the last dose of a WHO Emergency Use Listing (EUL) vaccine, which includes Pfizer/BioNTech, Moderna, and Johnson & Johnson, as well as AstraZeneca, Covishield, Sinopharm, Sinovac, Sputnik V, Covaxin, Novavax, and others listed here: <https://www.who.int/emergencies/diseases/novel-coronavirus-2019/covid-19-vaccines>
 - c. Contractor will provide proof of vaccination to Meridian at least 10 business days in advance of the program.
- F. In addition to the above-mentioned guidelines, when Meridian issues under a Federal Contract, a subcontract at \$250,000 or more, all subcontractors including their staff, who will be working on the federal subcontracts, whether on Meridian Campus, or at the federal agency's premises and other work-related locations, will need to comply, beside CNYC and WHO guidelines, with all other guidance published by Safer Federal Workforce Task Force at <https://www.saferfederalworkforce.gov/contractors/> in implementation of executive order no. 14042. These guidelines include the following:
 - 1- All federal contractors and subcontractors and their employees, who meet above definition for work related to federal contracts will need to be fully vaccinated for COVID-19 by no later than December 8, 2021, except in limited circumstances where an employee is legally entitled to an accommodation due to a religious or medical reason property documents as such;
 - 2- All federal contractors and subcontractors and their employees, who meet above definition for work related to federal contracts as well as visitors under federal contracts, need to comply with published Centers for Disease Control and Prevention guidance for masking and physical distancing for in-person programs on Meridian's campus or at other work-related places, as discussed in the Task Force guidance;
 - 3- All federal contractors and subcontractors and their employees, who meet above definition for work related to federal contracts will need to designate a person or persons to coordinate implementation of and compliance with the Task Force guidance and the required workplace safety protocols on Meridian campus and at other work-related workplaces.
 - 4- In addition to CNYC COVID-19 policy and Safer Federal Workforce Task Force guidelines at <https://www.saferfederalworkforce.gov/contractors/>, Federal Contractors, Subcontractors and their respective employees, who meet above definition for work related to federal contracts and who will be working onsite at a federal property or facility that maintains COVID-19 health and safety protocols and policies, must comply with the respective federal entity's policies even if such policies are more stringent than the CNYC's or the Task Force's guidelines.