



## REQUEST FOR PROPOSALS (RFP)

International Visitor Leadership Program (IVLP) Preferred Hotel List-Washington, DC,  
Calendar Year 2027

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## **REQUEST FOR PROPOSALS (RFP)**

### **International Visitor Leadership Program (IVLP) Preferred Hotel List-Washington, DC, Calendar Year 2027**

**RFP TITLE:** IVLP Preferred Hotel List-DC

**RFP NO.** IVLP-2026-1

**RFP RELEASE DATE:** 3/27/2026

**PROPOSAL SUBMISSION DEADLINE:** 4/17/2026

**QUESTION SUBMISSION DEADLINE:** 4/10/2026

#### **Statement of Purpose**

Meridian International Center's Collaborative Services invites submission of proposals from hotels in Washington, DC interested in providing accommodations for international visitors traveling under the auspices of the U.S. Department of State, as well as U.S. Department of State-assigned interpreters/liasons (ILs), for the International Visitor Leadership Program (IVLP).

Launched in 1940, the IVLP is the Department of State's foundational professional exchange program. The IVLP advances U.S. national security priorities and builds long-term relationships between Americans and international leaders in government, business, academia, and other fields through customized short-term visits to the United States. IVLP participants are current and emerging leaders from around the world. These visits support U.S. foreign policy goals and reflect the participants' professional interests.

The IVLP Collaborative Services is a U.S. Department of State cooperative agreement, implemented by Meridian International Center, that is responsible for maximizing the flexibility, efficiency, and impact of the IVLP through support of projects, participants, and infrastructure. Meridian's Collaborative Services oversees the procurement of an IVLP Preferred Hotel List for DC-based hotels that accommodate all IVLP participants and ILs on their visit to Washington, DC.

This RFP does not obligate Meridian to accept or contract for any expressed or implied services, nor does it obligate the Hotel to accept or contract for any expressed or implied services. Meridian reserves the right to reject any or all quotes and to waive irregularities and informalities in the submission process.

#### **Purpose and Process**

Meridian's Collaborative Services cooperative agreement is seeking to create a select Preferred Hotel List (PHL) for the Calendar Year (CY) 2027, consisting of quality Washington, DC properties that meet or exceed the requirements and criteria included in this RFP. Services provided under this RFP would be provided during the period January 1 – December 31, 2027.

*Note: Should Meridian and the U.S. Department of State determine that the requirements and criteria for inclusion stated in this RFP do not require major procedural changes from CY2027 to CY2028, in addition*



*to successful performance by individual properties, the Preferred Hotel List-DC may remain in place for two calendar years, to include the period January 1 – December 31, 2028.*

With this RFP, and in compliance with federal procurement guidelines, we invite you to submit a proposal to join the IVLP Preferred Hotel List for Washington, DC. The RFP is for ongoing hotel accommodation services in CY2027. The IVLP welcomes up to 4,000 visitors per year. In a typical year, up to 100% of visitors travel to Washington, DC, with an average of 5-7 nights per stay, year-round. Group sizes may vary from 2 to 30 adults.

Participants on the IVLP are entitled to the U.S. General Services Administration (GSA) negotiated government hotel rate.

Once a property has been added to the Preferred Hotel List–DC, that Hotel will receive requests for accommodations throughout the Calendar Year from the Collaborative Services team at Meridian, as well as from Washington, DC-based National Program Agencies (NPAs). IVLP projects are implemented by several not-for-profit organizations and educational institutions in the Washington, DC area, called National Program Agencies (NPAs). There have historically been fewer than ten NPAs at any one time. Meridian’s Collaborative Services team will provide NPA contact information to each hotel that is selected and approved for the Preferred Hotel List-DC. *Note: hotels with NPA’s reported history of frequent “no vacancies” for IVLP bookings may be removed from the primary PHL-DC list and placed on the “Alternate” list – resulting in fewer IVLP bookings.*

## **Required Services**

In order to qualify for consideration on the IVLP Preferred Hotel List-DC, the following services are required:

1. Guaranteed U.S. General Services Administration (GSA) seasonal Nightly Room Rate for Single Accommodations (according to corresponding fiscal year’s rates), year-round.
2. Each International Visitor and Interpreter/Liaison (I/L) will be accommodated in a single room.
3. Housekeeping of sleeping rooms must occur every 2-3 days, or more than once over an IVLP group’s stay at the hotel.
4. No contracts will be required for any IVLP accommodations. Exceptions will be allowed for Special Initiatives, which are groups of 50 or more participants.
5. The preferred method of payment for rooms is Direct Bill. Invoices must be sent to the NPA administering the project within two weeks of the visitors’ departure.
6. Incidentals will not be covered by the U.S. Department of State or any NPA. If deposits on incidentals are necessary, the hotel agrees to a flat deposit of no more than \$100 per visitor (preferably less) for the entire stay. Deposits will never be required at check-in, and will often be made in cash, but may be made with a credit, debit, or prepaid debit card.
7. Rooming lists will be provided by the NPA after the U.S. Department of State has released this information to the NPA. The rooming list usually will not be available until around 30 days prior to arrival. Flexibility is expected with regard to changes in the participant rooming lists, up until the day before arrival.



8. In rare cases of a request for extension on check-in or check-out date, the GSA rate will apply.
9. There will be no charges for cancellations or “no shows”. The NPA managing the project will make a good-faith effort to keep the hotel abreast of any known cancellations or arrival delays. In the event of an unexpected shortening of stay for individuals or a full group after check-in, fees and charges will be determined on a case-by-case basis.
10. The hotel must have a single designated booking agent for the IVLP.
11. Complimentary internet access must be provided in guestrooms for all participants. Hotel should indicate availability of free internet access in lobby/public areas, and/or in hotel business center.
12. The front desk staff must be fully aware of and trained on special procedures for checking-in International Visitors.
13. Hotel confirms that procedures are/will be in place for safe storage of program documents that will be delivered in advance of visitors’ arrival.
14. Adequate meeting space on property for up to 30 people, a hollow-square or U-shape is required.
15. Complimentary or reduced-rate meeting space and A/V services for IVLP groups should be provided when requested, based on availability. This is particularly important for Monday morning Program Openings – A/V services may be needed, no catering services required. Hotel will provide link/details to all available meeting space and A/V pricing list.

### Additional Criteria

Evaluation of the proposals will be based on Hotel’s ability to abide by RFP required services, criteria, and the Hotel’s ability to meet or exceed the needs of the IVLP.

*Successful prior experience as an IVLP Preferred Hotel is not required but will be taken into consideration and may strengthen your proposal. Reminder: documented issues by various stakeholders may affect the final decision.*

- Central location within Downtown DC/Central Washington, DC preferred, with convenient access to public transportation.
- Check-in area can efficiently accommodate large group arrivals, and an attractive lobby that can comfortably accommodate large IVLP groups.
- Hotels with smaller lobbies will provide additional check-in staff, waiting area, and/or advance check-in for large groups to expedite check-in and avoid confusion.
- Comfortable, clean, attractive guest rooms, well-suited to IVLP visitors’ needs.
  - In-room refrigerators (*or the ability to provide a complimentary refrigerator*) are important.
  - In-room microwaves are a plus.
  - Access to outside space for hotel guests is a plus.
- Complimentary upgrade will be provided to Interpreter/Liaison (I/L), based on availability.
- Key personnel (sales and event managers) have prior experience and expertise working with the IVLP, international clients, and/or similar government-funded programs.
- Hotel can provide access to a copier as needed on-site, for NPA staff to make photocopies, if needed (not exceeding 30 pages).



- Hotel has an on-site restaurant with prices falling within the GSA breakfast rate for a simple meal, and/or is within short walking distance of at least two cafes/restaurants with prices falling within the GSA breakfast rate.
- Minimal number of blackout dates, if any.
- Hotel is fully compliant with the Americans with Disabilities Act (ADA) and will provide details of ADA facilities in the RFP response.
- Additional fees or charges that a guest may incur will be clearly stated in the RFP response (Porterage, luggage storage fee, charge for use of business center, etc).
- Hotel has been certified by the Federal Emergency Management Agency (FEMA) and will provide FEMA number.
- Hotel will inform Meridian’s Collaborative Services Hotel contact (Dinah Holmquist) of any planned or unplanned construction or renovations as soon as possible.

### Airport Hotels

The IVLP seeks to add up to three properties near Dulles Airport that can abide by the Requirements and Criteria listed in this RFP as closely as possible. The need for a hotel near Dulles may only arise at the last minute. RFP responses should clearly indicate “Airport Hotel”.

### Proposal Submission Instructions

**The completed “RFP Response Survey” for the International Visitor Leadership Program CY2027 Preferred Hotel List (PHL)–DC should be submitted online by Close of Business on April 17, 2026.** Submissions should demonstrate the capability and willingness to meet the Requirements and Criteria. Please address each point using this RFP Response Survey: <https://forms.office.com/r/iEZkk1u1MP>

Questions regarding this RFP may be directed to Dinah Holmquist at: [dholmquist@meridian.org](mailto:dholmquist@meridian.org) or [IVLPHotel@meridian.org](mailto:IVLPHotel@meridian.org), or by calling 202-939-5578.

**Successful bidders will be notified no later than May 8, 2026**, and will be included on the CY2027 IVLP Preferred Hotel List for Washington, DC. The NPAs will utilize this list exclusively when booking IVLP projects in Washington, DC in CY2027.

### 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
- Cost (30) points

The evaluation committee will review the technical proposals based upon the technical criteria listed above. They will determine whether the proposal reflects a clear understanding of IVLP Preferred Hotel



requirements. Upon inclusion on the Preferred Hotel List or Alternate Preferred Hotel List–DC, Hotels will be given immediate consideration for business when NPA bookings for CY2027 commence. Meridian’s Collaborative Services reserves the right to utilize multiple hotels for this RFP.

Hotels not selected for the primary Preferred Hotel List–DC, may be eligible for placement on the *Alternate* Preferred Hotel List–DC. This list will be comprised of a limited number of properties that have not yet participated as IVLP Preferred Hotel partners, or for legitimate reasons cannot meet 100% of the Required Services and Criteria for Inclusion due to such factors as location, numerous blackout dates, or meeting space limitations. Alternate Preferred Hotel List properties will be used only in cases when Preferred Hotel List–DC properties have no availability. The Airport Hotel List as well as the Alternate Preferred Hotel List–DC will be created simultaneously with the primary Preferred List and inclusion will require the written consent of the Hotel.



## 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) If the vendor demonstrates a continued failure to meet the needs or the performance standards required, Meridian reserves the right to release the Hotel from this Agreement.

### **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. Relationship between Meridian and Contractor

The relationship between Meridian and Contractor is that of independent contractors, and nothing in this Agreement shall be construed to constitute either party a partner, employee, or agent of the other; to create a joint venture, pooling arrangement, partnership, or business organization of any kind; or to provide either party with authority to bind the other in any respect, it being intended that each party shall remain an independent contractor solely responsible for its own actions. Meridian shall have no responsibility whatsoever to collect or withhold any monies from Contractor for purposes of complying with any worker's compensation, disability, and/or unemployment insurance laws, Social Security tax laws, wage and hour laws, state and federal income tax laws, or any other employment-related tax laws.

#### 2. 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.

3. 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.

4. 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) Partner Code of Conduct**

The Meridian Partner Code of Conduct (Code) sets forth the minimum standards we expect from our partners when providing goods and service to Meridian. This code helps to communicate our principles and outline expectations for compliance with legal obligations, fair dealings, and responsible business operations. By signing this contract, the Contractor certifies that it will comply with Meridian Partner Code of Conduct (code) linked here: [Meridian International Center Partner Code of Conduct – September 2024 | Meridian International Center](#)

**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) Prohibition on certain telecommunication and Video surveillance equipment or Services:**

Contractor shall not obligate or expend federal loan or federal grant funds to:

- a. Procure or obtain covered telecommunications equipment or services;
- b. Enter, extend or renew a contract to procure or obtain covered telecommunications equipment or services

As described on section 889 of Public Law 115-232 “covered telecommunications equipment or services” means any of the following:

- i. Equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
- ii. For the purpose of public safety, security of government facilities, physical security surveillance

of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technologies Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).



- iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- v. Systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system

When a Contractor, a Subcontractor, or a Subrecipient accepts a federally funded loan or an award, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. These terms shall flow down to any subrecipient or subcontractor.

**8) 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.

- Ending Illegal Discrimination and Restoring Merit-Based Opportunity (EO 14173):

None of the funds awarded under this agreement may be used for initiatives or programs, or in any activities that do not comply with Executive Order 14173. By signing this agreement, Contractor hereby certifies that:

a-It is in compliance in all respects with all applicable Federal anti-discrimination laws, which are material to the government's payment decisions for purposes of section 3729(b)(4) of title 31 of US Code, and;

b-It does not operate any programs promoting Diversity, Equity, and Inclusion that violate any applicable Federal anti-discrimination laws.