

Combating Trafficking in Persons Compliance Plan

This document describes the program requirements and processes established and implemented by Sayres and Associates (Sayres) to comply with Federal Acquisition Regulation (FAR) 52.222-50, Combating Trafficking in Persons (CTIP). The scope of the Plan includes the operations and activities of Sayres as well as those subcontractors and agents in its supply chain. The Plan is maintained by Sayres' Corporate Human Resources department located in Washington, DC.

Scope/Applicability

This CTIP Compliance Plan establishes Sayres' corporate compliance standards related to the CTIP policy and applies to all contracts that exceed or are expected to exceed \$500,000 for supplies acquired outside the United States (other than commercially available "off-the-shelf" items (COTS)) or services to be performed outside the United States. When a contract-specific CTIP Compliance Plan is required, Sayres will implement additional contract specific controls to satisfy the contract requirements.

Sayres' Human Trafficking Policy

Sayres strictly prohibits all employees, subcontractors, and agents from the following:

- Engaging in severe forms of trafficking in persons;
- Procuring commercial sex acts;
- Using trafficked labor;
- Destroying, concealing, confiscating, or otherwise denying an employee access to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- Using misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of the work, living conditions, housing and associated costs (if employer- or agent-provided or arranged), any significant costs to be charged to the employee, and, if applicable, the hazardous nature of the work;
- Using recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- Charging employees recruitment fees (as defined by the FAR)
- Failing to pay return transportation costs upon the end of employment, for certain employees who are not nationals of the country in which the work is taking place (with some exceptions as specified under FAR 52.222.50(b)(7));
- Providing or arranging housing that fails to meet the host country housing and safety standards; and
- If required by law or contract, failing to provide an employment contract, recruitment agreement, or other legally required work document in writing in a language the

employee understands, containing a detailed description of the terms and conditions of employment, at least five days before an employee relocates to perform work.

Employee Awareness Program

Sayres has developed and implemented an awareness program to inform all employees about the FAR's prohibitions against trafficking-related activities as described in FAR 52.222-50(b), the activities prohibited, and the actions that will be taken against the employee for violations.

Employees are trained on the following topics:

- Sayres' Human Trafficking Policy;
- Consequences for violating the Policy;
- The violation reporting process; and
- A summary of the US Government's policy prohibiting trafficking-related activities as contained in the FAR.

Employees working outside the United States shall be provided training. They shall also be provided with written materials that include all subjects covered in the training. Both the training and written materials are in each employee's own language. A verbal explanation of the contents is given upon request to individuals unable to read the printed information.

Employee Reporting/Grievance Process

All Sayres employees, suppliers, subcontractors, and agents are encouraged to report, confidentially and without retaliation, any activity or condition that may violate Sayres' Human Trafficking Policy or the requirements of FAR 52.222-50. Reports may be made to any of the below:

- Any Officer of the company
- Anyone in the Human Resources Department
- Anyone in the Contracts Department
- The Global Human Trafficking Hotline (phone: 1-844-888-FREE, email: help@befree.org)

Upon receipt of credible information related to a violation, Sayres will notify the appropriate Contracting Officer and agency Inspector General of the circumstances, including any actions taken against the individuals involved consistent with this Plan.

Sayres will not retaliate in any way against any employees, agents, subcontractors, or subcontractor employees or agents who make a report in good faith.

Recruitment and Wage Plan

Sayres and its suppliers, subcontractors, and agents shall only utilize recruitment companies that have undergone due diligence and have employees trained in and knowledgeable on the requirements of the company Human Trafficking Policy, FAR 52.222-50, and all other applicable country and local legal requirements.

Sayres strictly prohibits misleading or fraudulent recruiting practices during the recruitment of both local and migrant employees. All labor recruiters working for or with Sayres and its suppliers, subcontractors, and agents must be committed to providing complete and accurate information to all employees regarding the assignment they are being offered.

Sayres ensures that all subcontractors and suppliers adhere to its Compliance Plan and requires annual certification confirming that they have their own Compliance Plans in place. Failure of any subcontractors or suppliers to properly certify that they have a Compliance Plan in place will have business consequences, up to and including termination and disbarment from future contracts. Any violations of FAR requirements could result in Sayres terminating the contract of a subcontractor or agent. Additionally, Sayres will report all identified violations of FAR 52.222-50(b) and remedial action(s) taken, as well as any credible information it receives from any source that alleges conduct in violation of FAR 52.222-50(b) to the Contracting Officer.

All Sayres subcontractors must provide employees with an employment contract/employment agreement in writing, containing a detailed description of the terms and conditions of their employment, where such employment contracts are required by law or contract.

Contracts are to be written in a language that the employee understands and provided to them for review and signature at least five days prior to departure from their country of origin.

Employment contracts contain the following:

- Detailed description of the work
- Wages (compliant with host country legal requirements or an explanation of any variance)
- Prohibition on charging recruitment fees to the employee
- Work location(s)
- Living accommodations and associated costs, if offered
- Time off
- Roundtrip transportation arrangements at no cost to employees
- Grievance process
- Content of applicable laws and regulations that prohibit trafficking in persons
- Employee's full name
- Employee's date of birth
- Employee's passport number and work visa/permit number
- Employee emergency contact information
- Work start date and duration of contract
- Procedure for early contract termination without penalty, including notice period not to exceed one month (or less per applicable law)
- Contract renewal provisions
- Regular work hours and shifts
- Anticipated overtime hours with total working hours not to exceed 60 hours per week or local law, whichever is lower

- Estimated minimum net pay per month
- Method and frequency of wage payment
- Bonuses and conditions for earning them
- Allowances
- Full listing of any and all deductions, including specification of the type and amount of each deduction and which, if any, are optional (for example, meals, transportation, communications, or other services provided or offered by the supplier, subcontractor, or agent)
- Description of additional benefits including medical insurance coverage, accident/injury insurance, holidays, annual leave, sick leave, and/or any other applicable benefits
- Description of repatriation process and specification of the cost to be borne by the supplier and the employee
- Any other terms required by applicable laws and regulations
- No terms restricting an employee's rights to freedom of association and collective bargaining consistent with local law

Housing and Transportation

When applicable, Sayres will only provide housing that meets relevant standards, including host-country housing and safety standards. Program Managers must engage their Contracts and Human Resource department POCs in advance when Sayres expects to arrange or provide for local housing.

For employees travelling in support of a US Government contract, Sayres will provide or pay for return travel at the end of employment unless the employee is legally permitted to remain in the country of employment and chooses to do so, or Sayres is exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation.

Due Diligence and Compliance of Business Partners

Relevant Third Parties include prime contractors, subcontractors, independent consultants, agents, representatives, customs brokers, advisors (including lawyers or accountants), joint venture partners, teaming or alliance partners, similar contracting parties or other individuals or entities anywhere in the world.

Sayres has procedures in place to prevent Relevant Third Parties from engaging in any trafficking-related activities prohibited by applicable anti-trafficking laws and regulations, and to monitor, detect, and terminate any contract with Relevant Third Parties engaging in prohibited activities.

As part of Sayres' corporate CTIP due diligence practices for Relevant Third Parties, Sayres will reference publicly available information, such as SAM.gov, related to compliance with CTIP each time a Relevant Third Party is engaged, or a modification is made to an engagement.

Before Sayres makes any commitment (verbal or written) to a prospective Relevant Third Party, and as a pre-condition to entering into any agreement, Sayres will conduct an appropriate due diligence review of the Relevant Third Party designed to assess the prospective Relevant Third Party's compliance with US laws and regulations prohibiting human or sex trafficking.

As part of the standard terms and conditions for Sayres' subcontracting and purchasing, Sayres includes the substance of FAR 52.222-50 in subcontracts and purchase orders and requires its Relevant Third Parties to certify compliance with all applicable US Government anti-trafficking laws and regulations. Certification is required the first time a Relevant Third Party is engaged and annually thereafter during the term of any engagement.

Business Partners who will perform a subcontract which is for supplies (other than COTS) acquired outside the U.S. or for services to be performed outside the U.S. that has an estimated subcontract value of \$500,000 or more are also required to provide the certification under FAR 52.222-56 and provide appropriate evidence of compliance with its or Sayres' CTIP Plan.

Violation Monitoring, Reporting and Remediation

In the event of receipt of credible information alleging violation of FAR 52.222-50(b), Sayres will immediately:

- Notify the Contracting Officer and the agency Inspector General of the specific nature of the activity, including specific remedial actions taken, and
- Take appropriate corrective and preventive action, up to and including the dismissal of employees and termination of contracts with subcontractors, suppliers, and agents.

All Sayres subcontractors are required by contract to cooperate fully with Sayres' staff, contracting agencies, and other Federal agencies to conduct audits and investigations on compliance with the provisions of FAR 52.222-50(b).

Sayres requires its subcontractors and agents whose subcontracts are covered by 52.222-50(i)(A) and (B) to certify prior to subcontract award and annually thereafter that they have implemented Compliance Plans that comply with 52.222-50(h) and that, after having conducted due diligence, either (1) to the best of the subcontractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents, has engaged in any such activities; or (2) if abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the subcontractor has taken the appropriate remedial and referral actions.

Additionally, all subcontractors have agreed to on-going monitoring by Sayres or its agents for compliance with FAR 52.222-50 and the company's Human Trafficking Policy. Any credible indication of noncompliance will be investigated, reported, and addressed accordingly.

Failure to comply with the requirements of the FAR 52.222-50 is grounds for Sayres to take any and all appropriate actions, up to and including immediate termination of that supplier's contract with Sayres.

Posting of Compliance Plan

Sayres will post the relevant portions of this Plan no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Sayres internal website.

Periodic Reassessment of the Plan

Sayres will periodically review and assess this Plan. Modifications of controls and measures will be implemented as required.

A handwritten signature in black ink that reads "Kevin Darnell". The signature is written in a cursive style with a large, sweeping "K" and "D".

(Signature)

Kevin Darnell

President, Sayres and Associates Corporation

Dated: 1/7/2020