



REQUEST FOR QUOTATIONS (RFQ)
RFQ NO: HR-001-2023

PART A: COVER PAGE

To : To potential vendors
From : JSI Research & Training Institute, Inc.
RFQ Issuance Date : Wednesday, October 25, 2023
RFQ Closing Date : Wednesday, November 8, 2023
RFQ Closing Time : 5:00 PM Eastern Time
Performance Period : November 2023 - November 2025

To Whom It May Concern:

JSI Research & Training Institute, Inc. (herein referred to as "JSI") is requesting quotation for services referenced below. All quotations are due by the dates and times stated above. Any quotation received after the required time and date specified for receipt shall be considered late and non-responsive. Late quotations will not be evaluated.

Please submit your most competitive quotation in accordance with the instructions and product specifications. Any award issued as a result of this RFQ will be subject to all instructions, product specifications, certifications and terms and conditions included in this RFQ. This RFQ document includes the following parts:

- PART A: Cover Page
- PART B: Instructions
- PART C: Requirements
- PART D: Certifications
- PART E: General Terms & Conditions

JSI is committed to the highest standards of ethics and integrity in procurement. JSI has zero tolerance for fraud and strictly prohibits bribes, kick-backs, gratuities, and any other gifts in-kind or in monetary form. JSI also strictly prohibits collusion (bid rigging) between vendors and between vendors and JSI staff. JSI selects vendors on merit and will only engage vendors who demonstrate strong business ethics. Vendors must not participate in bid-rigging or attempt to offer any fee, commission, gift, gratuity or any compensation in-kind or in monetary form to JSI employees. Vendors who do so will be disqualified from doing business with JSI. Additionally, JSI has a conflict of interest policy that requires staff to disclose when there is a potential conflict of interest due to the staff-member's relationship with a vendor, and if necessary, to refrain from participation in a procurement involving that vendor. If at any time your organization has concerns that an employee has violated JSI policy, you may submit a report via JSI's Code of Conduct Helpline at: www.jsi.ethicspoint.com.

PART B: INSTRUCTIONS

A. Definitions:

Offeror: The organization or firm providing quotes for the goods or services requested under this RFQ.

Buyer: JSI

B. Submission Deadline

Quotations must be received no later than 5:00 PM Eastern Time on November 8, 2023.

Quotations, including any attachments, should be sent electronically in PDF format to: brandon_pickens@jsi.com. Be sure to include in the subject line: Background Check Services RFQ. JSI will not accept quotations received by fax.

C. Questions:

Any questions are to be submitted in writing via email to the email address listed below no later than midnight eastern time on November 1. No questions will be entertained if they are received by means other than the specified email address. No oral answers will be provided. Answers to questions JSI deems relevant to this RFQ will be posted on JSI's website under Partner with Us (<https://www.jsi.com/partner-with-jsi/solicitations/>) and emailed to potential vendors on November 3, 2023.

Brandon Pickens
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D. Quotation Requirements:

- i. Proposed items must fully comply with the technical specifications and requirements as stated in Part C.
- ii. Complete product description of each service or package service must be provided. Catalog description or brochures that highlight the feature of product (s) offered should be included in an appendix.
- iii. Suppliers can provide a fixed price quote for service or packaged service in United States Dollars (USD).

• Business Information:

- i. Valid business license/ certificate of incorporation.

- ii. Company Profile. This should include an overview of the company's experience in the services stated in this RFQ.
- iii. Past performance information such as provision of references, client list and description of other similar tasks performed, etc. preferably from international NGOs.

- **Completed and signed certifications (Part D).**

- a. Representations and Certifications
- b. Certification Regarding Debarment, Suspension, or Proposed Debarment
- c. Certificate Regarding Site of Manufacture and Shipping

E. Source/Nationality:

All goods and services offered in response to this RFQ must meet the source and nationality requirements set forth in United States Code of Federal Regulations, 22 CFR 228. Cuba, Iran, Iraq, Laos, Libya, North Korea, and Syria are prohibited source countries and no goods can be produced or sourced from those countries.

F. Award:

JSI intends to issue a cost reimbursable services contract to one or more suppliers who best meet the criteria specified in this RFQ and are determined to be responsible and eligible suppliers for the specified items.

G. Evaluation & Selection Criteria:

JSI may issue an award(s) resulting from this RFQ to the responsive Offerors whose quotation is most responsive to JSI's needs. Therefore, the Vendor's quotation should contain the best value from a price and technical standpoint. If determined to be necessary, JSI reserves the right to conduct discussions with the vendors. JSI will select the vendor whose quotation represents the best overall value to JSI in terms of the selection criteria specified below. Offerors who do not follow the instructions in this RFQ may be disqualified from consideration.

Selection Criteria	Score
Assessment of the Vendor's qualifications and capacity to complete the work and associated experience. <ol style="list-style-type: none"> 1. Proven ability to meets organizational needs 2. Infrastructure (system for tracking, reporting, resources for completing screenings) 3. Ease of interface use 4. Average turnaround time 5. Potential interfaces with current HRIS system 6. Additional services provided 	50 points
Assessment of the overall cost of the quotation	50 points
Total	100 points

H. Terms of Award

This document is a request for quotations only, and in no way obligates JSI or its donor to make any award. Therefore, the Offeror is duly advised to provide its most competitive and realistic quotation to cover all foreseeable expenses related to supply of the requested items. This agreement will be for two (2) years with the option to renew for an additional two (2) years.

I. Payment Terms

JSI payment cycle is net 30 days upon receipt of goods/services, inspection and acceptance of goods/services as in compliance with the terms of the award and receipt of vendor invoice. Full cooperation with JSI in meeting the terms and conditions of payment will be given the highest consideration.

J. Delivery Terms

All requested items must be delivered to the requestors email address within the timeframe or delivery dates specified in the quotation. The offeror must provide realistic time for delivery of reports into account all the factors. JSI may impose financial penalties for not delivering within the committed timeframe.

K. Offer Validity

The Offeror's quotation must remain valid for not less than 120 calendar days after the deadline specified above.

L. Negotiations:

The Offeror's most competitive quotation is requested. It is anticipated that any award issued will be made solely on the basis of these quotations. However, JSI reserves the right to request responses to additional technical, management and cost questions which would help in decision making. JSI also reserves the right to conduct negotiations on technical, management, or cost issues prior to the award of a contract with selected offerors. In the event that an agreement cannot be reached with a selected supplier, JSI reserves the right to enter into negotiations with alternate Offerors for the purpose of making the award without any obligation to previously considered offers.

M. Rejection of Quotations:

JSI reserves the right to reject any and all quotations received or to negotiate separately with any and all competing Offerors.

N. Incurring Costs:

JSI is not liable for any cost incurred by Offerors during preparation, submission, or negotiation of an award for this RFQ. The costs are solely the responsibility of the Offeror.

O. Modifications:

JSI reserves the right, in its sole discretion, to modify the request, to alter the selection process, to modify or amend the specifications and scope of work specified in this RFQ.

P. Cancellation:

JSI may cancel this RFQ without any cost or obligation at any time until issuance of the awards.

PART C: REQUIREMENTS

I. Services Offered

- A. Please indicate if you provide the following services and describe them and your methodologies:
1. County felony and misdemeanor records
 2. Multi-state/multi-jurisdictional criminal database
 3. Credit reports
 4. Social Security Number (SSN) traces
 5. Driving records
 6. Federal records
 7. Employment verification
 8. Education verification
 9. Professional license
 10. Sex offender search
 11. Terrorist databases
 12. International criminal searches
 13. International employment and education verification
 14. Any other services that you may offer

II. Turnaround Time

- A. What is your turnaround time for each of the services above?
- B. Are you able to generate turnaround time reports for each order that is placed and for each search conducted?
- C. Do you notify employers if there is a delay and how long?

III. Reporting Format and Technology

- A. Describe the software or online system utilized by your firm.
- B. Do you utilize third party software?
- C. How does an employer send an order to your firm?
- D. How is an employer informed of results?
- E. How is an employer kept advised of status?
- F. What protection do you provide to keep customers limited to their candidate's data only?
- G. Please describe your ability to integrate with Applicant Tracking Systems (ATS) or HR Information Systems (HRIS).
- H. Please describe your ability to accept online candidate consents.
- I. Please provide a sample report.

IV. About Your Organization

- A. Please describe the background and experience of your firm.
- B. Please provide a short biography of the principals of your firm.
- C. Do you require a contract?
- D. Are there set-up fees?
- E. Can we set up a customized screening program?

- F. How do you handle billing an employer with multiple locations, or different departments?
- G. Please list representative clients.
- H. Please list three references. To the extent possible, choose references that have needs like our firm. Please provide full contact information.

V. Pricing

- A. Please provide pricing for each item listed above.
- B. Do you have any package plans? Please describe.
- C. Are there any other costs or expenses we should know about?

PART D: CERTIFICATIONS

A. Representations & Certifications

Part I – Certifications and Assurances

1. Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 any 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 Cooperative Agreement, 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.
2. 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 must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must 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 section 1352, title 31, United States Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. Certification Regarding Terrorist Financing, Implementing Executive Order 13224

By signing and submitting this application, the prospective Vendor provides the certification set out below:

1. The Vendor, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3. The Certification in the preceding sentence will not be deemed applicable to material support or resources provided by the

Vendor pursuant to an authorization contained in one or more applicable licenses issued by the U.S. Treasury's Office of Foreign Assets Control (OFAC).

2. The following steps may enable the Vendor to comply with its obligations under paragraph 1:
 - a. Before providing any material support or resources to an individual or entity, the Vendor will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which is maintained by OFAC, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Vendor.
 - b. Before providing any material support or resources to an individual or entity, the Vendor also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al-Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Vendor should refer to the consolidated list available online at the Committee's Web site: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
 - c. Before providing any material support or resources to an individual or entity, the Vendor will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
 - d. The Vendor also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
3. For purposes of this Certification -
 - a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."
 - (i) "Training" means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.
 - (ii) "Expert advice or assistance" means advice or assistance derived from scientific, technical, or other specialized knowledge.
 - b. "Terrorist act" means -
 - (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or

- (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
 - (iii) other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
- c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.
- d. References in this Certification to the provision of material support and resources must not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Vendor has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- e. The Vendor's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Vendor that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Vendor has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it will be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

3. Representation by Organization Regarding a Delinquent Tax Liability or a Felony Criminal Conviction

- (a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, none of the funds made available by that Act may be used to enter into an assistance award with any organization that –
 - (1) "Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government"; or
 - (2) "Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the

Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”.

It is USAID’s policy that no award may be made to any organization covered by (1) or (2) above, unless the M/OAA Compliance Division has made a determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Applicant Representation:

- (1) The Applicant represents that it is [] is not [] an organization that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- (2) The Applicant represents that it is [] is not [] an organization that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

4. Prohibition on Providing Federal Assistance to Entities that Require Certain Internal Confidentiality Agreements – Representation (May 2017)

(a) Definitions.

“Contract” has the meaning given in 2 CFR Part 200.

“Contractor” means an entity that receives a contract as defined in 2 CFR Part 200.

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the Vendor requires any of its employees or subrecipients to sign regarding nondisclosure of vendor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that vendor employees or subrecipients sign at the behest of a Federal agency.

“Subaward” has the meaning given in 2 CFR Part 200.

“Subrecipient” has the meaning given in 2 CFR Part 200.

- (b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for federal assistance to a non-Federal entity that requires its employees, subrecipients, or contractors seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements that prohibit or otherwise restrict its employees, subrecipients, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) Representation. By submission of its application, the prospective Vendor represents that it will not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting its employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).

5. Certification of Vendor

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete. These assurances are binding on the Vendor, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Vendor.

Offeror Name

Signature

Signatory Name

Signatory Title

Date

PART E: GENERAL TERMS & CONDITIONS

1. **GOODS AND RELATED SERVICES:** The contractor shall deliver the goods and services described on the Purchase Order (PO), of the type, in the quantity, at the delivery date and at the price as indicated on the PO. The quantity of the goods and services shall conform in all respects to the requirements of the PO. All goods (including but not limited to materials, parts, components and sub-assemblies thereof) shall be new, unused, non-remanufactured and non-refurbished.
2. **INSPECTION/ACCEPTANCE:** The Vendor shall tender for acceptance only those items that conform to the requirements of this purchase order. JSI reserves the right to inspect or test any supplies or services that have been tendered for acceptance. JSI may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in purchase order price. JSI must exercise its post acceptance rights: (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. JSI has unilateral authority to determine if the performance results have been met.
3. **INVOICE REQUIREMENTS:** Invoices shall be submitted prior to payment. Each invoice shall identify the Vendor's name, address, invoice number, dates of performance and specify the payment amount. It shall also include a reference to the purchase order number, and specify the goods that have been delivered or the services that have been rendered or the deliverables that have been submitted as a requirement for payment. Upon acceptance of the goods or deliverables by JSI, payment shall be made to the Vendor as per the payment terms and in the currency stated on the purchase order.
4. **TERMINATION FOR CONVENIENCE:** JSI reserves the right to terminate this purchase order, or any part, for its convenience. In the event of such termination, the Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of the purchase order, the Vendor shall be paid a percentage of the purchase order price reflecting the percentage of the work performed prior to the termination.
5. **TERMINATION FOR CAUSE:** JSI reserves the right to terminate this purchase order, or any part, for cause in the event of any defaults by the Vendor, or if the Vendor fails to comply with the terms and conditions of the purchase order, or fails to provide JSI with adequate assurances of future performance. In the event of termination for cause, JSI shall not be liable for any amount of supplies or services not accepted, and the Vendor shall be liable to JSI for any and all rights and remedies provided by law.
6. **WARRANT:** Vendor warrants that the goods and/or services delivered and rendered hereunder conform to the purchase order requirements, are free of latent defects, and are merchantable and fit for use for the particular purpose described in the purchase order (or, if no such purpose is specifically described, for the purposes for which the goods or services, as applicable, are ordinarily used).

7. **CHANGES:** Changes in the terms and conditions of this purchase order may be made only by written amendment issued by JSI.
8. **RISK OF LOSS:** Unless the purchase order specifically provides otherwise, risk of loss or damage to the supplies provided under this purchase order shall remain with the Vendor until, and shall pass to JSI upon delivery of the supplies to JSI at the destination specified in the purchase order. This clause is applicable to goods only.
9. **INDEPENDENT CONTRACTOR:** The relationship between the Parties pursuant to this Purchase Order is that of independent contractors, and nothing contained herein shall be deemed to create a relationship of partners, joint ventures, agent and principal, employer and employee, or any relationship other than that of independent contractors. At no time shall either Party make any commitments or incur any charges or expenses for or in the name of the other Party.
10. **CONFIDENTIALITY:** The Vendor agrees to treat all information provided by JSI or gathered during the course of providing services as confidential and privileged and to not publish or disseminate such information or otherwise share such information with any third party without the written consent of JSI. The Vendor also agrees to not use such information for any purpose other than to fulfill of its obligations under this purchase order without the written consent of JSI.
11. **RIGHTS IN WORK PRODUCT:** Vendor agrees that JSI retains the entire right, title and interest in all deliverables, data, and other intellectual property produced by the Vendor under this agreement (collectively "Work Product"). Vendor agrees that the Work Product is specially commissioned and works made-for-hire, and that JSI is deemed the author for copyright purposes. To the extent that any Work Product is not deemed work made-for-hire, Vendor hereby assigns to JSI all its right, title and interest in such Work Product.
12. **LIQUIDATED DAMAGES:** Both parties acknowledge that the time fixed for delivery in this Purchase Order is of the essence as well as the difficulty of ascertaining at the time of contracting the precise nature and amount of actual damages JSI will suffer in the event of Vendor's delayed performance. In the event of delay in performance, JSI reserves the right, in addition to any other remedies under this PO, to retain as liquidated damages from any payment due the Vendor an amount equal to one percent (1%) of the cost of the PO for every complete week of delay or a part thereof, reckoning from the time fixed by the PO. The total amount of the liquidated damages shall, however, be limited to ten percent (10%) of the value of the delayed contract. The parties agree that these amounts represent a reasonable estimate of the actual damages anticipated at the time of contracting, and confirm they have been negotiated and agreed upon.
13. **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** The Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for disbarment, excluded or otherwise disqualified from participation in this transaction by any U.S. Federal Government department or agency, and is not delinquent on any State or Federal tax.

14. COMPLIANCE WITH U.S. SANCTIONS: The Vendor represents that: 1) it and, to the best of its knowledge, its owners, principals, and affiliates are not subject to economic sanctions administered by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, and; 2) except as authorized by OFAC, the goods delivered under this contract, including any component or ingredient thereof, are not manufactured in a sanctioned country or sourced from a country, person or organization subject to OFAC sanctions.. Entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>.

15. IMPLEMENTATION OF E.O. 13224 – EXECUTIVE ORDER ON TERRORIST FINANCING: The Vendor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. This includes individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: <https://scsanctions.un.org/search/>). It is the legal responsibility of the Vendor to ensure compliance with these Executive Orders and laws.

16. CODE OF CONDUCT AND MANDATORY DISCLOSURES/ANTI-TRAFFICKING:

- a. JSI is committed to high standards of ethics and integrity and expects the same from its partners. Vendor shall conduct itself in an ethical manner and in compliance with applicable laws. This includes exercising due diligence to prevent and detect fraud, and other criminal or unethical conduct.
- b. Vendor certifies that no actual or potential conflict of interest exists that would conflict in any manner or degree with the performance of its obligations under this purchase order. The Vendor must disclose to JSI any actual or potential conflicts of interest that currently exists or that arises during performance.
- c. Vendor will not offer or accept money, gifts, or other things of value directly or indirectly for the purpose of improperly influencing any act or decision relating to this purchase order. Vendor certifies that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any agency, Member of Congress, or employee or officer thereof on its behalf in connection with the awarding of this purchase order.
- d. If this is a Purchase Order for services, Vendor shall not discriminate against any of the intended beneficiaries of the program for which services are provided, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through the program on the basis of any factor not expressly stated in this agreement.
- e. JSI has zero tolerance for human trafficking, any form of sexual exploitation or abuse, as well as any form of child abuse, exploitation or neglect. That zero tolerance extends to the actions of its business partners and their employees.

(1) JSI's Anti-Trafficking Policy is incorporated into this purchase order. This policy prohibits Vendor, its employees, its subcontractors and subcontractor employees from engaging in trafficking in persons, procurement of commercial sex acts, use of forced labor, and other acts that directly support or advance trafficking in persons. By signing this purchase order, the Vendor confirms that the Vendor has read, understands and agrees to comply with the JSI/WEI Anti-Trafficking Policy posted at <http://www.jsi.com/anti-trafficking-policy>.

(2) JSI's Child Safeguarding Standards of Behavior are incorporated into this purchase order. Vendor agrees to comply with these standards and to prohibit its personnel, second tier subcontractors, and other agents from engaging in child abuse, exploitation or neglect. Vendor further agrees to comply with applicable local and international child welfare standards and/or laws. JSI's Child Safeguarding Standards of Behavior are included in JSI's Child Safeguarding Policy posted at <https://www.jsi.com/child-safeguarding-policy/>

(3) Vendor agrees it will ensure that its employees act in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the [UN Secretary-General's Bulletin - Special Measures for Protection from Sexual Exploitation and Sexual Abuse \(ST/SGB/2003/13\)](#). This prohibits Vendor employees from engaging in sexual exploitation or abuse including the exchange of money, employment, goods or services for sex, including sexual favors, or other forms of humiliating, degrading or exploitative behavior.

(4) Vendor must immediately report to JSI any credible allegations of trafficking in persons (including procurement of commercial sex acts and use of forced labor), sexual exploitation or abuse, or child abuse, exploitation or neglect related to this purchase order.

(5) Vendor is responsible for maintaining procedures to prevent and address violations of these requirements. Vendor's violation of these policies may result in termination of the purchase order, along with additional action as required (e.g. referral to appropriate authorities or funder).

f. In addition to the other reporting requirements of this clause, Vendor must disclose to JSI, in a timely manner, any credible evidence received that alleges fraud, conflict of interest, bribery, gratuity violations, or discrimination potentially affecting this purchase order or the prime contract. Vendor shall not discharge, demote, or otherwise discriminate against any employee as a reprisal for the employee making any disclosures under this provision to JSI, a Member of Congress, or an authorized official of a Federal agency.

g. Vendor must submit the mandatory disclosures or reports required by this clause to the JSI Code of Conduct Helpline via telephone number 1-855-715-2899 or online at www.jsi.ethicspoint.com.

17. **COMPLIANCE WITH LAWS:** Vendor certifies that its employees are authorized to work in the US under US law. Vendor explicitly warrants that it is in compliance with all applicable Federal, state and local laws, as amended, with respect to nondiscrimination in employment on the basis of race, religion, color, national origin, or sex, equal opportunity, affirmative action, employment of disabled

veterans, and veterans of the Vietnam era, and employment of the handicapped.

18. REMEDIES: Violation of any of the terms and conditions of this agreement constitutes grounds for termination of the assignment and may result in the Vendor being barred from future assignments with JSI. The exercise of these rights does not limit JSI's right to also seek any and all other legal remedies.

19. INDEMNIFICATION: The Vendor shall indemnify and hold JSI harmless from any claim, suit, loss, damage, cost or expenses (including reasonable attorneys' fees) arising out of or in connection with the Vendor's negligence, willful misconduct, breach of this agreement, or other legal wrong-doing in any way connected with activities under this Agreement.

20. DISPUTES: In the event of any claims or disputes arising from or relating to this Purchase Order, the parties shall use their best efforts to settle the claims or disputes. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they fail to reach such a solution within sixty (60) days, either Party may refer the matter to arbitration, which shall be the exclusive method of resolving such disputes. The arbitration shall be conducted in Boston, Massachusetts or, if JSI determines at its sole discretion it would be more convenient, in the country of performance. The arbitration shall be administered by the American Arbitration Association's International Centre for Dispute Resolution in accordance with its International Arbitration Rules before a single arbitrator appointed in accordance with such rules. The results of arbitration shall be final and binding on the Parties and shall be in lieu of any other remedy. Judgment may be entered upon the award in any court of competent jurisdiction.

21. FORCE MAJEURE: Neither party shall be liable in damages for any default in performing hereunder if such default is caused by a force majeure event, including, but not limited to Acts of God, Government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

22. GENERAL:

a. This Purchase Order is the sole and entire agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements, and documentation relating to the subject matter hereof. This Purchase Order may be amended only by an instrument executed by the authorized representatives of both parties.

b. Every provision of this Purchase Order is intended to be severable. If any term or provision of this Purchase Order is illegal or invalid for any reason, the illegality or invalidity shall not affect the legality or validity of the remainder of this Purchase Order, and all other provisions of this Purchase Order shall remain in full force and effect.

c. This Purchase Order shall be interpreted in accordance with the substantive law of the Commonwealth of Massachusetts.