

## Appendix A

### Requirements for Federal Procurement

The Bidder, if awarded a contract for federal procurement under this RFP, shall be required to comply with the following terms throughout all contract terms with the Food Bank:

#### 1. Equal Opportunity

- a. The Winning Bidder shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- b. The Winning Bidder shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with the Winning Bidder's performance of work under this Agreement, the Winning Bidder agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. The Winning Bidder shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance.
- c. The Winning Bidder will take affirmative action to ensure that the evaluation and treatment of his/her employees and applicants for employment are free of such discrimination. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- d. The Winning Bidder and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (*Government Code*, Section 12900 et seq.) and the applicable regulations promulgated thereunder (*California Administrative Code*, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing *Government Code*, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the *California Administrative Code* are incorporated into this contract by reference and made a part hereof as if set forth in full. The Winning Bidder and the Winning Bidder's subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. The Winning Bidder will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375, and by the rules, regulations, and orders of the Department of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Winning Bidder's noncompliance with the equal opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled,

terminated, or suspended, in whole or in part, and the vendor may be declared ineligible for further state or federally funded contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

## 2. Independent Price Determination

- a. The Winning Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. The Winning Bidder certifies that unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Winning Bidder and has not been or will not be knowingly disclosed prior to bid opening, directly or indirectly to any other bidder or to any competitor; and
- c. The Winning Bidder certifies that no attempt has been made or will be made by the Winning Bidder to induce any person or firm to submit or not to submit, a bid for the purpose of restricting competition.

## 3. Drug Free Workplace

- a. The Winning Bidder certifies that it will continue to provide a drug-free workplace as required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at Title 34, Code of Federal Regulations (34 CFR), Part 85, Subpart F, for grantees, as defined at 34 CFR, Part 85, sections 85.605 and 85.610.

## 4. Clean Air and Water Act & Federal Water Pollution Control Act

- a. The Winning Bidder agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 USC 1857, et seq., as amended by Public Law 91-604), and all requirements adopted pursuant to Division 26 of the California Health and Safety Code, Section 39000, et seq., respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements so specified, and all regulations and guidelines issued thereunder before the award of this contract.
- b. The Winning Bidder agrees to comply with all the requirements of Section 308 of the Federal Water Pollution Control Act (33 USC 1251, et seq., as amended by Public Law 92-500) and those adopted pursuant to the Porter-Cologne Water Quality Control Act (California Water Code, Division 7, Section 13000, et seq.), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said acts, and all regulations and guidelines issued thereunder before the award of this contract.

- c. The Winning Bidder certifies that no portion of the work required by this contract will be performed at a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- d. The Winning Bidder agrees to use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed and to insert the substance of the provisions of this clause in any nonexempt subcontract including this paragraph.

#### 5. Energy Policy and Conservation Act

- a. The Winning Bidder agrees to comply with all mandatory standards and policies relating to energy efficiency as contained in the California Administrative Code, Title 24, pursuant to the California State energy efficiency conservation plan issued in compliance with Public Law 94-163.
- b. The Winning Bidder certifies any facility to be utilized in the performance of this proposed contract has not been listed on the EPA List of Violating Facilities.
- c. The Winning Bidder will promptly notify the Sponsor official, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that any facility that the Winning Bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.
- d. The Winning Bidder will include substantially this certification, in its entirety, in every nonexempt subcontract.

#### 6. Debarment and Suspension

- a. The Winning Bidder certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency as defined by the regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180;
- b. The Winning Bidder certifies that it and its principals have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. The Winning Bidder certifies that neither it nor its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and

- d. The Winning Bidder certifies that it and its principals have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

## 7. Anti-Lobbying

- a. The Winning Bidder certifies that 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. The Winning Bidder certifies that 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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Winning Bidder certifies that it shall 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 shall 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, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 8. Domestic Preference

- a. Pursuant to Title 2, Code of Federal Regulations, section 200.322, the Food Bank has and maintains a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "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. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- b. Additionally, the Food Bank prefers a vendor to buy domestic commodities or products. A "domestic commodity or product" is defined as one that is either produced in the United States or is processed in the United States substantially using commodities that are produced in the United States. The term "substantially" means that over 50 percent (50%) of the final product consists of commodities that are grown domestically.

## 9. Procurement Code of Conduct

- a. It is mandated that the Food Bank complies with 2 CFR 200.318 (C)(1), and establish a Code of Conduct that all persons who are engaged in the awarding and administration of contracts supported by USDA. The written standards of conduct must comply with the Federal Rule.
- b. No employee, officer or agent of the Los Angeles Regional Food Bank shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award or in any tangible personal benefit offered by the firm:
  - 1) The employee, officer, or agent;
  - 2) His or her partner;
  - 3) Any member of his or her immediate family; and
  - 4) An organization which employs or is about to employ one of the above.
- c. Los Angeles Regional Food Bank employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from the Food Service Vendor, political contractors, or parties to sub agreements. Trivial benefits incidental to personal, professional or business contracts and involving no substantial risk of undermining official impartiality may be permitted.
- d. Penalties for violations of the standards of Code of Conduct of the Los Angeles Regional Food Bank may include any of all of the following:
  - 1) Reprimand or other disciplinary action by the LA Regional Food Bank CEO;
  - 2) Employee termination; and/or
  - 3) Additional legal action necessary
- e. The Los Angeles Regional Food Bank will maintain a written Code of Conduct; establish procurement procedures and all procurement transactions shall be conducted in a manner that provides the maximum of free and open competition. These procedures will reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR 200.318 (C)(1).
- f. The Los Angeles Regional Food Bank will not knowingly do business with a company that is debarred or suspended. The Los Angeles Regional Food Bank is an equal opportunity employer.