

**Federal Contracting Requirements; FEMA Procurement Compliance Requirements (“Federal Requirements”)
August 11, 2021**

1. Federal Contracting; FEMA Procurement Compliance

1.1. Acknowledgements

- 1.1.1. Sunflower and Supplier acknowledge the conflicts of interest standards set forth in the *Excerpt From Sunflower Board Policy 117 Code Of Conduct*, attached hereto as Appendix A, governing the performance of employees who engage in the selection, award, and administration of contracts.
- 1.1.2. Sunflower and Supplier acknowledge that Work procured under the Agreement (defined in Section 1.18.4.) was secured in a manner providing for full and open competition under 2 C.F.R. § 200.319.
- 1.1.3. Sunflower and Supplier acknowledge that FEMA financial assistance will be used to fund all, or a portion of the Work procured under the Agreement and agree that all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives shall be adhered to for procurement of all Work awards or otherwise as applicable to Sunflower as a Federal Contractor.
- 1.1.4. The Supplier acknowledges and agrees that any Work shall be performed in compliance with this Agreement and specifically include the requirements of these Federal Requirements including with the Flow Down Clauses as applicable to the Supplier.
- 1.1.5. To the extent that a particular Flow Down Clause, detailed herein, is inapplicable to the Work, the Flow Down Clause shall be deemed self-deleting. Any mandatory Flow Down Clause that may have been inadvertently omitted herefrom shall nonetheless be deemed to be included. Supplier shall, at Sunflower’s request, accept any additional or different Flow Down Clauses that Sunflower may, from time to time, deem necessary to facilitate compliance for any Work hereunder. The effective version of each Flow Down Clause is the version as such appears in the applicable regulation. Supplier shall be familiar with applicable regulation terms and with the context in same are used hereunder.

1.2. Procurement and Affirmative Action (2 C.F.R. § 200.321)

1.2.1. Small, Minority, Women, and Labor Surplus Businesses

- 1.2.1.1. Sunflower has taken steps necessary to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible (in accordance with 2 C.F.R. § 200.321) by:
 - 1.2.1.1.1. Placing qualified organizations on solicitation lists;
 - 1.2.1.1.2. Ensuring such organizations are solicited whenever they are potential sources;
 - 1.2.1.1.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities;
 - 1.2.1.1.4. Establishing delivery schedules, where the requirement permits, which encourage their participation;
 - 1.2.1.1.5. Using the services and assistance, as appropriate, of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

1.2.2. Supplier is obligated to take each of the affirmative steps noted in Section 1.2.1.

1.3. Procurement - Cost Price Analysis

- 1.3.1. Supplier will perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold, including contract modifications (defined in Section 1.18.1.).

1.4. Procurement Methods

1.4.1. Procurement shall be executed through allowable methods identified by 2 C.F.R. § 200.320, such as:

- 1.4.1.1. Micro-purchases, acquiring supplies or services using simplified acquisition procedures, whose aggregate amount does not exceed the threshold set by 2 C.F.R. § 200.67 (currently set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) at \$3,000). Such micro-purchases must be equitably distributed among qualified suppliers and may be awarded without soliciting quotations if the price is reasonable.
- 1.4.1.2. Small purchase procedures, relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. Small purchase procedures require price and rate quotations from an adequate number of qualified sources.
- 1.4.1.3. Sealed bids (formal advertising), that are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.
 - 1.4.1.3.1. Bids must be solicited from an adequate number of known suppliers and publicly advertised, with sufficient response time prior to opening of bids;
 - 1.4.1.3.2. The invitation for bids, including any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 - 1.4.1.3.3. Bids will be opened publicly at the time and place prescribed in the invitation for bids
 - 1.4.1.3.4. A firm, fixed price contract award will be made in writing to the lowest responsive responsible bidder, taking into consideration discounts, transportation costs, and lifecycle costs;
 - 1.4.1.3.5. Any bid may be rejected if there is a sound documented reason.
- 1.4.1.4. Procurement by competitive proposals, conducted with more than one source submitting an offer and awarding either a fixed price or cost-reimbursement type contract.
 - 1.4.1.4.1. Proposals must be publicized and identify all evaluation factors and their relative importance, responses for which must be considered to the maximum extent possible;
 - 1.4.1.4.2. Proposals must be solicited from an adequate number of qualified resources;
 - 1.4.1.4.3. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program;
- 1.4.1.5. Procurement by noncompetitive proposals, used only when:

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- 1.4.1.5.1. The item is available through only a single source;
 - 1.4.1.5.2. Some public exigency or emergency will not permit a delay resulting from competitive solicitation;
 - 1.4.1.5.3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-federal entity; or,
 - 1.4.1.5.4. After solicitation from a number of sources, competition is determined inadequate.
- 1.5. Bonding Requirements**
- 1.5.1. For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold (2 C.F.R. § 200.325):
 - 1.5.1.1. Each bidder has provided a bid guarantee (such as a bid bond, certified check, or other negotiable instrument) equivalent to five percent (5%) of the bid price to guarantee bidder will execute contractual documents within specified time upon acceptance of bid;
 - 1.5.1.2. Contractor shall secure a performance bond for one hundred percent (100%) of the contract price, executed in connection with a contract to secure fulfillment of all its obligations under the Agreement.
 - 1.5.1.3. Contractor shall secure a payment bond for one hundred percent (100%) of the contract price, executed in connection with the Agreement to assure payment as required by law of all persons supplying labor and material in execution of the work provided for in the Agreement
- 1.6. Debarment and Suspension (Executive Orders 12549 and 12689)**
- 1.6.1. The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Supplier may not award subcontracts to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.”
- 1.7. Compliance with the Clean Air Act (42 U.S.C. § 7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251-1387)**
- 1.7.1. For contracts and subgrants of amounts in excess of \$150,000, all of contractor’s Work and actions must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 1.8. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).**
- 1.8.1. For any contract in excess of \$100,000 that involve the employment of mechanics or laborers contractor, its affiliates, and any subcontractors must compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - 1.8.2. In the event of any violation of Section 1.8.1. the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.
 - 1.8.3. The granting agency upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages.
 - 1.8.4. The contractor or subcontractor shall insert in any subcontracts the clauses set forth Section 1.8. and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.
- 1.9. Procurement of Recovered Materials (Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II, J; and 2 C.F.R. § 200.322)**
- 1.9.1. In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - 1.9.1.1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 1.9.1.2. Meeting contract performance requirements; or
 - 1.9.1.3. At a reasonable price.
 - 1.9.2. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site.
 - 1.9.3. The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”
- 1.10. Equal Employment Opportunity (41 C.F.R. Part 60-1.4(b))**

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- 1.10.1. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 (see Section 1.18.2. and 1.18.3.) requires the insertion of the following contract clause:
- 1.10.1.1. During the performance of Purchase Order, contractor agrees as follows:
- 1.10.1.1.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or natural origin. Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or natural origin. Such action shall include, but not be limited to the following:
 - 1.10.1.1.2. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 1.10.1.1.3. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of Supplier, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - 1.10.1.1.4. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Supplier’s legal duty to furnish information.
 - 1.10.1.1.5. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of Supplier’s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 1.10.1.1.6. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - 1.10.1.1.7. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - 1.10.1.1.8. In the event of contractor’s noncompliance with the nondiscrimination clauses 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 Supplier may be declared ineligible for further U.S. government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - 1.10.1.1.9. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administrative agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - 1.10.1.1.10. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Supplier may request the United States to enter into such litigation to protect the interests of the United States.
 - 1.10.1.1.11. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
 - 1.10.1.1.12. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the

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equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency’s primary responsibility for securing compliance.

- 1.10.1.1.13. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

1.11. Rights to Inventions Made Under a Contract or Agreement (37 CFR part 401)

- 1.11.1. For Federal awards for the performance of experimental, developmental, or research work where the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Sunflower and Supplier will comply with all requirements set forth in of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FEMA or the awarding agency.

1.12. Sunflower FEMA Compliance Responsibilities

- 1.12.1. Sunflower will maintain oversight to ensure Supplier performs according to the terms, conditions and specifications of their contracts or purchase orders. (2 C.F.R. § 200.318(b)).
- 1.12.2. Sunflower will maintain records detailing the history of the procurement including: the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. (2 C.F.R. § 200.318(i)).

1.13. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended))

- 1.13.1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

1.14. Access to Records (Section 1225 of Disaster Recovery Act of 2018)

- 1.14.1. In accordance with the Disaster Recovery Act the Supplier agrees to provide administering agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- 1.14.2. The Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 1.14.3. The Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other Work sites pertaining to the Work being completed under this Agreement.”

1.15. Program Fraud and False or Fraudulent Statements or Related (The False Claims Act (31 U.S.C. §§ 3729-3733))

- 1.15.1. The Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier’s actions pertaining to this Agreement.

1.16. No Obligation by Federal Government

- 1.16.1. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement.

1.17. DHS Seal, Logo, And Flags

- 1.17.1. The Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

1.18. Key Definitions

- 1.18.1. “Simplified Acquisition Threshold” means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods, currently set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908 at \$150,000.
- 1.18.2. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program

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involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- 1.18.3. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- 1.18.4. The term “Agreement” and/or “contract” as used herein is interchangeable with the term “Purchase Order.”
- 1.18.5. “Flow Down Clause” is a contract clause that will be used (as applicable to Supplier) in connection with the procurement of Work with FEMA funds which are required under 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, which may be suggested by the applicable authorizing agency, or which may be required in connection with a U.S. Government Contract.

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APPENDIX A

EXCERPT FROM SUNFLOWER BOARD POLICY 117 CODE OF CONDUCT

Last updated and approved March 17, 2021

5. Applicable Law

Sunflower Representatives shall comply with applicable law and avoid engaging in unlawful behavior.

6. Conflicts of Interests

Sunflower Representatives have a duty to act in the best interests of Sunflower and to avoid influences, interests or relationships that could give rise to an actual or apparent conflict of interest. A conflict of interest can occur when an individual’s personal interest is adverse to, or appears to be adverse to, the interests of Sunflower. A conflict of interest may also arise when an individual, or a member of his or her immediate family, receives improper personal benefits as a result of his or her position with Sunflower. Immediate family includes spouse, domestic partner, child, mother, father, brother, sister, grandchild, grandparent, aunt, uncle, niece, nephew, and the same foster, in-law and step-relationships, and anyone else who share such person’s home. Potential situations in which a “conflict of interest” may arise include, but are not limited to:

a. Acceptance of Gifts and/or Entertainment.

A conflict of interest arises if a Sunflower Representative is offered a gift by a third party, where such gift is being made to influence the proposed recipient’s actions in his or her position with Sunflower, or where acceptance of the gift could reasonably create that effect. Non-cash gifts of nominal value and gifts customarily made in the course of business will generally not give rise to a conflict of interest. Gifts of any amount may never be solicited by a Sunflower Representative, and gifts of cash, cash equivalents, securities, or derivatives may never be accepted.

b. Gift and Business Courtesies to Federal, State, and Local Government Employees.

It is Sunflower’s policy to comply strictly with laws governing the offering of gratuities and other items of value to federal, state, administrative agencies and local government employees, including, but not limited to, employees of municipalities, power marketing administrations, and federal and state employees. Because these employees are governed by a wide variety of laws and regulations, all Sunflower Representatives shall first seek to determine the propriety of offering anything of any value to a governmental employee. Sunflower Representatives shall consult with Sunflower’s Legal Department for guidance.

c. Gift and Business Courtesies to Non-Government Persons.

Sunflower Representatives are permitted to provide meals, refreshments, entertainment, and other business courtesies of reasonable value to non- government persons in support of Sunflower business activities, so long as this practice (i) does not violate any law or regulation, and (ii) is consistent with industry practices, infrequent in nature, and not lavish or extravagant. Moreover, other companies may have restrictive gift acceptance policies. Sunflower Representatives should always be very careful when giving gifts or offering entertainment to others and if there is a concern that the gift or entertainment may cause a recipient to be in violation of its policy, the Sunflower Representative in question should ask in advance whether the potential gift or entertainment may be accepted by them under their gift/entertainment policy.

Should a conflict of interest arise or if there are any uncertainties as to whether a conflict of interest has arisen, an affected employee is required to notify his or her supervisor and Sunflower’s Legal Department. In the case of directors and the CEO, a Risk Oversight and Audit Committee (“ROAC”), appointed by the Board when the need arises, will review questions regarding conflicts of interest. The ROAC shall consist of the Board Counsel, two directors, and two officers selected by the Board of Directors.

7. Corporate Opportunities and Assets

While employed by or acting in a representative capacity for Sunflower, all Sunflower Representatives are prohibited from: (1) competing with Sunflower, (2) using Sunflower property, information, labor or their position for personal gain, or (3) taking opportunities for themselves personally that are discovered through the use of Sunflower property or information, or their position with Sunflower. All Sunflower Representatives shall strive to protect and ensure the efficient use of Corporation assets.

8. Bribery, Kickbacks, and Fraud

It is Sunflower’s policy that no funds or assets can be paid, loaned, or otherwise given as bribes, kickbacks, or other payments designed to influence or compromise the conduct of the recipient, including the payment of bribes to government officials. In addition, no Employee will accept any funds or other assets for assisting in obtaining business or for securing special concessions from Sunflower. To illustrate the standard that Sunflower expects every Employee to maintain, the following conduct is expressly prohibited:

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- a. payment or receipt of money, gifts, loans or other favors that may tend to influence business decisions or compromise independent judgment;
- b. payment or receipt of rebates or kickbacks for obtaining business for or from the Corporation;
- c. payment of bribes to government officials to obtain favorable rulings; and any other activity, inside or outside of the Corporation offices, that would reflect unfavorably on Sunflower’s reputation.

The foregoing does not limit Sunflower’s right to conduct lobbying or disclose promotional efforts in compliance with applicable laws.

COMPLIANCE

Sunflower is committed to ensuring compliance with this Code of Conduct by all Sunflower Representatives. In furtherance of this goal, Sunflower has adopted the following measures.

9. Acknowledgment

Each Sunflower Representative must submit an acknowledgement, that he or she has read, understood, is accountable for adhering to, and to the best of his or her knowledge, is in compliance with this Code of Conduct. Sunflower Representatives may access the Code of Conduct at any time via the Sunflower Intranet or by requesting a copy from Sunflower’s Legal Department.

10. Open Channels of Communication

All Sunflower Representatives are encouraged and expected to communicate honestly and freely with supervisors, managers and other appropriate personnel, including personnel in the Human Resources and the Legal Department, when in doubt about the best course of action in a particular situation. Moreover, each Sunflower Employee is encouraged and expected to report actual or suspected violations of laws, rules and regulations, this Code of Conduct or any other policy in accordance with Board Policy 122: Whistleblowers.

11. Waivers

Waivers of this Code of Conduct must be explicitly approved as follows: the Sunflower Representative seeking a waiver must provide his or her supervisor and Sunflower’s Legal Department with all pertinent information relating to such request in writing. When a waiver is requested by a Sunflower employee, the General Counsel and the CEO will determine if the waiver is warranted and the General Counsel shall present such recommendation and all pertinent information to the ROAC.

In the case of directors and the CEO, the Board of Directors is considered the individual’s supervisor. When waiver is requested by the CEO or a director, the ROAC will determine if the waiver is warranted and the Board Counsel or the ROAC Chairperson shall present such recommendation and all pertinent information to the ROAC. A request for a waiver may only be granted if: (1) the ROAC is satisfied that all relevant information on which to base a decision has been provided; and (2) adequate controls have been instituted to assure that the interests of Sunflower remain protected. Any such waiver granted and the basis for the grant of such waiver shall be communicated, as appropriate, as soon as practicable.

12. Investigations and Enforcement

The Board of Directors and the President and CEO are responsible for the implementation of this policy.