



Federal Uniform Guidance

Portions if not all of this contract shall be Federally funded, therefore the contract shall follow the requirements under 2 C.F.R. §200 and 2 C.F.R. Part 200, Appendix II.

Contractor/Subrecipient shall maintain effective internal controls over federal funds in compliance with 2 CFR 200.303, including measures to safeguard assets, ensure compliance, and mitigate fraud, waste, and abuse.

During the performance of this contract, the **Contractor** and/or **Subrecipient** agrees as follows:

I. Byrd Anti-Lobbying Amendment (31 U.S.C. §1352)

Required for contracts and subawards over \$100,000

a) Certification

Contractor/Subrecipient certifies that no Federal appropriated funds have been or will be used to influence any Federal agency employee, Member of Congress, or Congressional staff in connection with this Federal award.

b) Disclosure of Non-Federal Lobbying

If **Contractor/Subrecipient** uses non-Federal funds for lobbying related to this award, it shall submit Standard Form-LLL and ensure that any required disclosures flow up to the County for submission to the federal awarding agency.

c) Flow-Down

Contractor/Subrecipient shall include this clause and certification requirement in all lower-tier agreements exceeding \$100,000.

d) Certification Form

In addition to this contract clause, **Contractor/Subrecipient** must sign and return the Byrd Anti-Lobbying Certification form if requested by the County or federal awarding agency.

II. Equal Employment Opportunity

Contractor/Subrecipient shall comply with all applicable federal nondiscrimination laws and regulations. Specifically:

a) Nondiscrimination Obligation

Contractor/Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. **Contractor/Subrecipient** shall ensure that applicants are employed and that employees are treated during employment without regard to these protected characteristics. Such action shall include, but not be limited to:

- Employment, upgrading, demotion, or transfer
- Recruitment or recruitment advertising
- Layoff or termination

- Rates of pay or other forms of compensation
 - Selection for training, including apprenticeship
- b) Notice and Posting
Contractor/Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices provided by the County or federal agency setting forth the provisions of this nondiscrimination clause.
- c) Solicitations and Advertisements
 All solicitations or advertisements for employees placed by or on behalf of **Contractor/Subrecipient** shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- d) Compensation Transparency
Contractor/Subrecipient will not discharge or otherwise discriminate against any employee or applicant because such individual has inquired about, discussed, or disclosed compensation information, except as permitted by law.
- e) Labor Union Notification
Contractor/Subrecipient shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising them of **Contractor/Subrecipient's** commitments under this section.
- f) Compliance and Enforcement
 In the event of noncompliance with these nondiscrimination provisions, this agreement may be canceled, terminated, or suspended in whole or in part, and **Contractor/Subrecipient** may be declared ineligible for further federally assisted contracts.
- g) Flow-Down Requirement
Contractor/Subrecipient shall include these provisions in every subcontract or purchase order unless exempted, so that such provisions will be binding upon each **subcontractor** or vendor.

III. Required Certification Under Executive Order 14173 (Anti-Discrimination Compliance; False Claims Act Materiality)

A. Certification of Compliance With Federal Anti-Discrimination Laws

Contractor/Subrecipient hereby certifies that it complies with all applicable Federal anti-discrimination laws, and that it does not operate any programs, practices, initiatives, or trainings—including diversity, equity, inclusion, or affirmative action programs—that violate any applicable Federal anti-discrimination laws.

B. Materiality to Federal Payment Decisions (31 U.S.C. §3729(b)(4))

Contractor/Subrecipient acknowledges and agrees that its compliance in all respects with applicable Federal anti-discrimination laws is material to the Federal Government's decision to make payment or disburse funds under this Agreement. Any failure to comply, or any false, misleading, or incomplete certification under this section, may constitute a material false statement for purposes of the Federal False Claims Act (31 U.S.C. §§ 3729–3733) and may result in remedies including, but not limited to,

termination, withholding of payments, suspension, debarment, civil penalties, and other actions authorized by law.

C. Flow-Down

Contractor/Subrecipient shall include these certification requirements in all subcontracts and lower-tier agreements funded in whole or in part under this Agreement.

IV. Compliance with the Davis-Bacon Act

Applicable only to **Contractors** performing construction work funded under a federal program that require Davis-Bacon compliance. **Contractor** shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, 3146–3148) and the requirements of 29 C.F.R. Part 5, as applicable. This includes:

- Paying wages to laborers and mechanics at rates not less than those determined by the U.S. Department of Labor as prevailing for the locality.
- Submitting certified payroll records to the County on a weekly basis.
- Posting the applicable wage determination at the job site in a prominent location.
- Ensuring all **subcontractors** comply with these requirements and include the Davis-Bacon clauses in any lower-tier subcontracts.
- Understanding that failure to comply may result in withholding payments, termination of the contract, and potential debarment.

V. Compliance with the Copeland “Anti-Kickback” Act

Applicable only to construction contracts under federal programs requiring compliance with Davis-Bacon Act.

a. **Contractor**

The **Contractor** shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts

The **Contractor** or **subcontractor** shall insert in any subcontracts the clause above and such other clauses as appropriate, and also a clause requiring the **subcontractor** to include these clauses in any lower tier subcontracts. The prime **Contractor** shall be responsible for the compliance by any **subcontractor** or lower tier **subcontractor** with all of these contract clauses.

c. Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a **Contractor** and **subcontractor** as provided in 29 C.F.R. § 5.12.

VI. Compliance with the Contract Work Hours and Safety Standards Act

This provision applies only where laborers or mechanics are employed under federally funded construction contracts.

- a. Overtime requirements. No **Contractor** or **subcontractor** contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the **Contractor** and any **subcontractor** responsible therefore 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. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall 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 as provided in the clause set forth in paragraph (b)(2) of this section.
- d. Subcontracts. The **Contractor** or **subcontractor** shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the **subcontractors** to include these clauses in any lower tier subcontracts. The prime **Contractor** shall be responsible for compliance by any **subcontractor** or lower tier **subcontractor** with the clauses set forth in paragraphs (b)(1) through (4) of this section.

VII. Clean Air Act and the Federal Water Pollution Control Act

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant where the awarding agency requires compliance with environmental statutes (e.g., FEMA, DOT, EPA, USDA).

(1) Clean Air Act

- a. The **Contractor/Subrecipient** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The **Contractor/Subrecipient** agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The **Contractor/Subrecipient** agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

(2) Federal Water Pollution Control Act

- a. The **Contractor/Subrecipient** agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The **Contractor/Subrecipient** agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The **Contractor/Subrecipient** agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

VIII. Suspension and Debarment

Contractor/Subrecipient shall comply with the requirements of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000 regarding suspension and debarment. Specifically:

- a) Verification
Contractor/Subrecipient must ensure that neither it, its principals (as defined in 2 C.F.R. §180.995), nor its affiliates (as defined in 2 C.F.R. §180.905) are listed as excluded or disqualified in the System for Award Management (SAM) at <https://sam.gov>.
- b) Flow-Down Requirement
Contractor/Subrecipient shall include a clause requiring compliance with these regulations in all lower-tier covered transactions.
- c) Material Representation
This certification is a material representation of fact upon which reliance is placed. If it is later determined that **Contractor/Subrecipient** knowingly rendered an erroneous certification, remedies may include termination, suspension, debarment, and other actions as permitted by law.

IX. Domestic Preferences

This provision applies to infrastructure projects funded under federal programs subject to BABA requirements (e.g., FEMA, DOT, DOE). Per Federal Uniform Guidance 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, the **Contractor** should provide 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. These requirements apply to all infrastructure projects funded under this award, consistent with 2 CFR Part 184 and Executive Order 14005.

For purposes of this section:

- a. "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.
- b. "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.

- X. Drug-Free Workplace Certification (41 U.S.C. 701; 28 CFR Part 67)
Contractor/Subrecipient certifies that it will maintain a drug-free workplace in compliance with the Drug-Free Workplace Act. **Contractor/Subrecipient** will:
- Prohibit the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace;
- Notify employees of this prohibition and the consequences of violations;
- Take appropriate action for any employee violation or require participation in a rehabilitation program;
- Notify the County in writing within five (5) days of any employee conviction for a criminal drug offense occurring in the workplace; and
- Flow this requirement down to all subcontracts.
- XI. Prohibition of certain telecommunications & Video Surveillance Services or Equipment
Per Federal Uniform Guidance 2 C.F.R. § 200.216, for the purpose of a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system is prohibited from purchasing video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- XII. Record Retention and Access
Records pertinent to the award must be retained for three (3) years from submission of the final expenditure report (SF-425) unless a longer retention period applies. Records include financial documents, performance data, supporting documentation, and statistical records. Access must be granted to the County, federal agencies, auditors, and other authorized entities. If any litigation, claim, audit, or other action involving the records is initiated before the end of the three-year period, records must be retained until all such actions have been resolved and final resolution is documented.
- XIII. Personally Identifiable Information (PII) Breach Notification
Contractor/Subrecipient must have written procedures to respond to actual or imminent breaches of Personally Identifiable Information (PII) and report such breaches to the County and federal awarding agency within 24 hours.
- XIV. Civil Rights & Nondiscrimination
Contractor/Subrecipient shall comply with all applicable civil rights laws in the administration of programs and activities funded under this agreement, including Title VI of the Civil Rights Act (42 U.S.C. § 2000d), Section 504 of the Rehabilitation Act (29 U.S.C. § 794), and the Age Discrimination Act (42 U.S.C. § 6101 et seq.), as well as implementing regulations at 28 CFR Parts 38, 42, and 54. These requirements apply to all services, benefits, and facilities provided under this award.

XV. Whistleblower Protections

Contractor/Subrecipient shall inform employees of rights under 41 U.S.C. 4712 and include these protections in all subcontracts.

XVI. System for Award Management (SAM) Registration & Unique Entity Identifier

Subrecipient is required to maintain active registration in SAM.gov and provide a Unique Entity Identifier (UEI). **Contractor** is strongly encouraged to do the same.

XVII. Audit & Monitoring

Subrecipients must comply with audit requirements under 2 CFR 200 Subpart F. **Contractors** are not subject to these federal audit requirements but are encouraged to maintain adequate financial records and may be asked to provide financial statements upon request.

XVIII. Cybersecurity and Information Safeguarding

Contractor/Subrecipient shall implement reasonable cybersecurity measures to protect sensitive information, including PII, financial data, and any other information designated as sensitive by the County or federal awarding agency. These requirements align with Executive Order 14144, "Improving the Nation's Cybersecurity", and applicable federal guidance. At a minimum, these measures should include:

- Access controls and authentication (e.g., strong passwords, MFA)
- Encryption of data in transit and at rest
- Secure remote access (VPN)
- Regular software updates and patching
- Incident response procedures for cyber events
- Staff cybersecurity awareness training

Contractor/Subrecipient is strongly encouraged to align its cybersecurity practices with recognized frameworks such as the **NIST Cybersecurity Framework** or ISO/IEC 27001 standards. **Subrecipients** must comply with 2 CFR 200.303(e) and demonstrate internal controls that safeguard information. **Contractors** are strongly encouraged to adopt similar measures when handling sensitive data under this agreement.

XIX. Evaluation and Data Requirements

Contractor/Subrecipient agrees to participate in any federally required evaluations and provide performance and financial data as specified under 2 CFR 200.301 and 2 CFR 200.329. This includes:

- Collecting and maintaining data necessary to measure program performance and effectiveness.
- Submitting required data and reports in the format and within the timeframes specified by the County or federal awarding agency.
- Cooperating with any assessments, audits, or evaluations conducted by authorized federal or state entities.

XX. Termination for cause or convenience

- a. Termination for Convenience. Buncombe County may terminate this Agreement for any reason upon thirty (30) calendar days' prior written notice to **Contractor**. In such

case, **Contractor** shall be compensated for all Services properly performed and accepted as of the effective date of termination.

- b. Buncombe County may immediately terminate this Agreement by written notice if **Contractor** materially breaches the Agreement and fails to cure such breach within seven (7) calendar days of written notice specifying the breach.

Contractor/Subrecipient acknowledges that this agreement is funded in whole or in part by federal award(s) and agrees to comply with all additional requirements imposed by the specific federal program regulations, statutes, and guidance applicable to the award. These requirements may include, but are not limited to, program-specific terms and conditions, reporting obligations, and compliance with applicable federal agency regulations. **Contractor/Subrecipient** shall review and adhere to all such requirements as communicated by the County or the federal awarding agency. In the event of a conflict between this addenda and program-specific requirements, the stricter requirement shall apply.