

## EXHIBIT B

### FEDERAL UNIFORM GUIDANCE CONTRACT PROVISIONS CERTIFICATION

The following Federal Provisions are required and apply to this contract, pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable), if federal funds are the source of funds for this contract between the County of Durham and The University of North Carolina at Chapel Hill, dated May 1, 2019, for the provision of assisting with mental illness and substance use disorders in the County jail, CFDA#16.812.

When used in the remainder of this Contract, the term Contract, Agreement and Grant shall all mean Contract. Also, when used in the remainder of this Contract, the term Contractor, Vendor and Grantee shall all mean Contractor.

**FEDERAL RULE (A):** Agreements for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Contractor/Vendor/Grantee violate or breach the grant terms, and provide for such sanctions and penalties as appropriate. Pursuant to Federal Rule (A) above Contractor agrees that if federal funds are granted by COUNTY, COUNTY reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of agreement by either party.

**FEDERAL RULE (B):** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000). Pursuant to Federal Rule (B) above, when federal funds are expended by COUNTY, COUNTY reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the Contract and/or the procurement solicitation. COUNTY also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if COUNTY believes, in its sole discretion that it is in the best interest of COUNTY to do so. The vendor will be compensated for work performed and accepted and goods accepted by COUNTY as of the termination date if the contract is terminated for convenience of COUNTY. Any award under this procurement process is not exclusive and COUNTY reserves the right to purchase goods and services from other vendors when it is in the best interest of COUNTY.

**FEDERAL RULE (C):** Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Pursuant to Federal Rule (C) above, when federal funds are expended by COUNTY on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

**FEDERAL RULE (D): Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Pursuant to Federal Rule (D) above, when federal funds are expended by COUNTY, during the term of an award for all contracts and subgrants for construction or repair, the Grantee will be in compliance with all applicable Davis-Bacon Act provisions.

**FEDERAL RULE (E): Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 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 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that 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. Pursuant to Federal Rule (E) above, when federal funds are expended by COUNTY, the Contractor certifies that during the term of an award for all contracts by COUNTY resulting from this procurement process, the Contractor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

**FEDERAL RULE (F): Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and 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,” the recipient or subrecipient must comply with the requirements of 37 CFR 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 the awarding agency. Pursuant to Federal Rule (F) above, when

federal funds are expended by COUNTY, the Contractor certifies that during the term of an award for all contracts by COUNTY resulting from this procurement process, the Contractor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

**FEDERAL RULE (G): Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts/Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee to agree to 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 as amended (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).** Pursuant to Federal Rule (G) above, when federal funds are expended by COUNTY, the vendor certifies that during the term of an award for all contracts by COUNTY resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

**FEDERAL RULE (H): Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.** Pursuant to Federal Rule (H) above, when federal funds are expended by COUNTY, the Contractor certifies that during the term of an award for all contracts by COUNTY resulting from this procurement process, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**FEDERAL RULE (I): Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.** Pursuant to Federal Rule (I) above, when federal funds are expended by COUNTY, the Contractor certifies that during the term and after the awarded term of an award for all contracts by COUNTY resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**RECORDS RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333.** When federal funds are expended by COUNTY for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS.** When federal funds are expended by COUNTY for any contract resulting from this procurement process in excess of \$100,000, the Contractor certifies that the Contractor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT.** When federal funds are expended by COUNTY for any contract resulting from this procurement process, the vendor certifies that the Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS.** Contractor certifies that Contractor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

**CERTIFICATION OF NON-COLLUSION STATEMENT.** Contractor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

**COMPLIANCE WITH LAW.** Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Contractor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

**CONTRACTOR**



on behalf of Terry Magnuson, PH.D.  
Vice Chancellor for Research  
University of North Carolina at Chapel Hill

By: \_\_\_\_\_

Authorized Representative

**Print Name/Title:** Terry Magnuson, PH.D., Vice Chancellor for Research  
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