

10.0 Build America, Buy America Requirements. Contractor acknowledges that the Project being completed as part of the award from this solicitation is subject to the Build America, Buy America Act (“BABA”), enacted as part of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, and Contractor agrees to comply with BABA. Pursuant to BABA, Contractor is required to apply a domestic content procurement preference (the “Buy America preference” or “BAP”) for all iron, steel, manufactured products, and construction materials incorporated into the Project. All iron, steel, manufactured products and construction materials incorporated into the Project must be produced in the United States, including such materials installed by any subcontractors or suppliers. Definitions of iron, steel, manufactured products, and construction materials can be found in 2 C.F.R. Part 184 and are incorporated herein by this reference. Additional information regarding BABA requirements and compliance may be found at: https://www.hud.gov/program_offices/general_counsel/build_america_buy_america and is incorporated herein by this reference. Contractor shall certify in **Attachment No. 4** that they have and will continue to comply with the BABA requirements for this Project.

10.1 Opinions, Estimates, and Prices. All opinions, estimates, or prices submitted by Contractor relating to this Project shall incorporate, be consistent with, and reflect compliance with BABA requirements.

10.2 Confirmation of Compliance. From the date of this Contract until three (3) years after the Project is completed, Contractor must obtain and maintain records sufficient to:

- Track all product purchases relating to the Project in sufficient detail to identify the source of the funding for the purchase; and
- Demonstrate compliance with BABA as follows:
 - For products purchased in compliance with the BAP, obtaining and maintaining documentation that the product complied with BAP requirements; and
 - For products purchased pursuant to a waiver or other exemption from the BAP, obtaining and maintaining adequate information to validate that the purchase was covered by a waiver or other exemption.

For all iron, steel, manufactured products, and construction materials incorporated into the Project, Contractor shall, upon receipt of the same, obtain confirmation that the product or material was purchased in compliance with the BAP. Such confirmation must take one or more of the following forms:

- A certificate from the manufacturer or reseller stating that the product complies with BABA;
- For products that cost less than \$100 per product, a copy of a label that indicates the product was made in the United States; or
- For small purchases of product that are less than the Simplified Acquisition Threshold of \$250,000 (see 2 CFR 200.320(a)(2), as may be adjusted from time to time, either a copy of a product specification that provides sufficient detail to conclude that the product complies with the BAP or a certification from a manufacturer or reseller of a product that confirms that the product is BABA compliant.

10.3 Termination for Failure to Comply. If at any time Contractor is unable to or fails to comply with the BAP, BABA, Contractor shall notify PHA immediately. Any such failure shall constitute a material breach of this Contract and shall constitute good cause for PHA to terminate this Contract.

10.4 Survival. The terms of this section shall survive the expiration or termination of this Agreement.