



**Request for Qualifications (RFQ)
ADA Park Improvements
(CDBG #119-24)**

Date Offered: March 8, 2024

Closing Date & Time: April 16, 2024 at 2:00 p.m.

Contact Person: Angela Gotto, Administrative & Special Projects Coordinator:
Central Arizona Governments, agotto@cagaz.org

**Town of Star Valley
3675 E. Highway 260
Star Valley, AZ 85541**





NOTIFICATION OF REQUEST FOR QUALIFICATIONS
STAR VALLEY, ARIZONA ("TOWN")
REQUEST FOR QUALIFICATIONS
ADA PARK IMPROVEMENTS PROJECT
THIS PROJECT IS FEDERALLY FUNDED THROUGH
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT NO. 119-24

Notice is hereby given that the Office of the Clerk of the Town of Star Valley ("Clerk") is requesting statements of qualification on the following project:

ADA PARK IMPROVEMENT PROJECT

CDBG Contract No. 119-24

WHERE TO OBTAIN RFQ PACKET:

You may obtain an RFQ packet at the following website: www.cagaz.org, or by emailing Angela Gotto at agotto@cagaz.org.

LABELING INSTRUCTIONS:

Sealed proposals must be labeled on the outside of the package as follows:

Town of Star Valley
ATTN: Edie Chapin
RE: Request for Qualifications – Town of Star Valley
ADA PARK IMPROVEMENTS
CDBG Contract No. **119-24**
3675 E. Highway 260
Star Valley, AZ 85541

WHERE TO SUBMIT:

Proposers must submit **ONE (1) ORIGINAL AND TWO (2) COPIES** of the proposal to the following person and address:

Town of Star Valley
ATTN: Edie Chapin
RE: Request for Qualifications – Town of Star Valley
ADA Park Improvements Project
CDBG Contract No. **119-24**
3675 E. Highway 260
Star Valley, AZ 85541

Proposers are responsible for their timely submission and should direct their couriers or package delivery companies (e.g., UPS, FedEx, etc.) to deliver to the Town Clerk (“Clerk”). Proposers are responsible for ensuring their submissions are received by the Clerk on or before the Submittal Deadline. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified in the solicitation document. Submissions that are mailed to an incorrect address or received after the Submittal Deadline will be returned unopened to the sender and will not be considered for an award of contract. The governing time for the Submittal Deadline is Arizona Time.

DEADLINE TO SUBMIT:

Proposals must be submitted on or before **Thursday, April 16, 2024 at 2:00 P.M. (ARIZONA TIME)**.

It is the sole responsibility of the proposer to comply with any and all addenda issued and posted at the above websites during this action. Small business enterprises and disadvantaged business firms are encouraged to participate.

SECTION 1: PROJECT DESCRIPTION/SCOPE OF WORK

In accordance with the Town of Star Valley’s procurement regulations and Federal Grant requirements, the Town is soliciting professional engineers to provide design and construction management for the Street Improvements project. The Town of Star Valley has been awarded a Community Development Block Grant (CDBG) through the State of Arizona Department of Housing (ADOH) funded by the U.S. Department of Housing and Urban Development (HUD) for this work.

PROJECT DESCRIPTION

The scope of work will include removal of barriers of the sidewalks that access the splash pad, restroom facility, playground equipment and the pavilion/picnic shelter as well as installation of ADA accessible benches and improvements to a parking spot to make it handicap van accessible. The van accessible parking space is proposed to be situated on the south side of the parking area in front of the fence with its access aisle centered on the fence opening and the striping on the van accessible parking space will be white with a blue ADA symbol.

The 5-foot-wide access sidewalk would connect the access aisle of the parking space to the south end of the picnic pavilion. The proposed route of the walk would be curvilinear in nature following the southerly side of the lawn area and along the front of the Town Park Well #1 enclosure. The van accessible parking space is proposed to be situated on the east side of the parking area in front of the boulders with its access aisle centered on the opening between the two large boulders (which can be moved further apart if necessary) and the striping on the van accessible parking space will be white with a blue ADA symbol.

The 5-foot-wide access sidewalk would connect the access aisle of the parking space to the existing sidewalk in front of the south side of the restroom building. The proposed route of the walk would be curvilinear in nature. As the parking area is lower than the floor of the restroom building, the longer route should enable the longitudinal slope of the connecting sidewalk to be 5% or less. Construction of a seat wall along the west (or south) side of the splash pad is proposed. The proposed route of the walk would be curvilinear in nature wrapping around the perimeter of the playground parking area. It is important to recognize that the improvements are intended to provide accessibility to as many of the playground area elements as possible.

SCOPE OF WORK

The ENGINEER shall provide all the materials and services required by this Contract in accordance with recognized professional standards, and in a competent and acceptable form and manner including:

- A. Provide all professional and basic services necessary to prepare all preliminary and final design plans, specifications, cost estimates and bid documents, including but not limited to design, all surveying as needed, and documentation of existing conditions as needed. The firm is to assure and provide all components required to fully design and construct this project, including any alternative recommendations, cost estimates, and construction coordination as needed to complete the project. The firm is to be in compliance with all local, county, state, and federal codes and requirements.
- B. Coordinate with CAG on the bid package and make any necessary revisions to plans and specifications prior to publication of the Request for Proposals. CAG will assemble, advertise, and distribute the bid package.

- C. Provide assistance to CAG as necessary regarding contractors' questions during the bid period.
- D. Attend pre-bid and pre-construction conference in Star Valley
- E. Interpret plans and specifications for contractor.
- F. Make recommendations to CAG concerning contractor progress payments.
- G. Review and process contractor change orders and submit to CAG and the TOWN for approval.
- H. Provide all necessary interim and final inspections of contractor's work.
- I. Be available for advice and consultation to CAG and the TOWN during the life of the contract and during construction.
- J. Attend final walk through with CAG and project sign off.
- K. Prepare record drawings of construction and submit electronic copy to CAG.
- L. If requested, attend meetings of the Town Council.

SECTION 2: SUBMITTAL REQUIREMENTS

RFQ REQUIREMENTS

Submit one (1) original and two (2) copies of the following:

- A. Cover Letter: One (1) page introduction including the assurance that minimum insurance requirements will be met.
- B. Executive Summary: A one (1) or two (2) page summary including:
 - i. Qualifications of the individual or firm.
 - ii. Project manager and his/her experience
 - iii. Project timeline, specifically including when the team can start the project, project phases, and a completion date. The timeline of the successful proposal will be incorporated into the negotiated contract.
- C. Statement of Qualifications: Describe the competence and experience of the firm or individual including:
 - i. Experience in working with municipalities and/or federally funded projects.

- ii. Contract/construction management experience to include federal contracts.
- D. Previous Experience: No more than two (2) pages containing:
- a. A list of 5-10 past clients including local governments and similar projects. Information should include, at a minimum, the following in order to expedite reference checks during the scoring process:
 - Name of project and location
 - Owner/client's name
 - Owner/client's address
 - Contact name and phone number
 - Contract award date and contract completion date
- E. Response to the Scope of Work: One (1) or two (2) pages describing your firm's approach to the design process and suitability of the proposed budget. The total budget available for the project in its entirety, including engineering services and contingency, is approximately \$150,000.
- F. Certifications (submit original only, copy not required)
- a. The certifications are required and must be submitted with your submittal.
 - b. Certifications must have an original signature by the appropriate officer of the firm or in the event of a sole proprietor or partnership, by the proprietor or general partner.

Sealed Requests for Qualifications will be received in the office of the Town Clerk, Star Valley Town Hall, 3675 E. Highway 260, Star Valley, AZ 85541 until **2:00 p.m. on April 16, 2024**, at which time all submittals received will be opened and the names read aloud. Failure of the respondent to complete all required documents may result in rejection of the submittal. All submittals should be identified as "Town of Star Valley; ATTN: Edie Chapin; RE: Request for Qualifications – Town of Star Valley; ADA Park Improvements Project; CDBG Contract No. **119-24**; 3675 E. Highway 260 Star Valley, AZ 85541.

COST OF SUBMITTAL BORNE BY RESPONDENTS

The cost incurred by Respondents in preparing the RFQ or incurred in any manner in responding to the RFQ may not be charged to the TOWN.

SECTION 3: FEDERALLY FUNDED STATEMENT

FEDERAL FUND USAGE

Respondents to this RFQ are hereby notified that federal funds are being used to assist in the construction of this project and, accordingly, all construction will be required to comply with all applicable federal laws, including, but not limited to, the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented by the Department of Labor regulations (29 CFR, Part 3). In addition, all wages paid for the construction phase of this activity must be in compliance with the Davis-Bacon wage rate determination for this project. CAG will monitor for compliance with these Regulations and Acts. The ENGINEER and all subcontractors shall comply with any state or local EEO requirements applicable to this project.

SECTION 4: PROCESS FOR EVALUATING QUALIFICATIONS

SELECTION PROCESS

1. Following RFQ opening at the time and location specified, the original copy of the submittal shall be retained by the Town Clerk.
2. Submittals will be ranked by representatives of the Town of Star Valley. Submittals will be evaluated using the criteria in the table below and scored based on a maximum of 100 points.
3. The Selection Committee may invite two (2) or more respondents to attend an interview. Respondents will be contacted to schedule a time and location for the interview.
4. The Selection Committee will evaluate and rank firms accordingly.
5. The firm selected will be asked to negotiate the final scope of work, price, and to develop a contract. Should negotiations fail to result in the development of a contract, the next highest-ranking firm will be offered the opportunity to continue the process. This method may continue until an agreement is reached and a contract negotiated.
6. The Engineering firm’s fixed fee and proposed contract will be forwarded to the Town Council for consideration.
7. The cost incurred by respondents in preparing the RFQ or incurred in any manner in responding to the document, may not be charged to the Town of Star Valley.
8. All respondents will be notified of the results within thirty (30) days after the close of the RFQ period.

The scoring breakdown is as follows:

Qualifications	Total Points
a. General qualifications of the individual or firm	30
b. Applicant’s previous experience with similar/relevant projects	15
c. Demonstrated ability of key personnel.	15
d. Proposed work schedule. Time frame for delivery of service.	10
e. Suitability of the Response to the Scope of Work	30

The Town reserves the right to solicit additional information from any and all Proposers. The Town reserves the right to waive any informalities in the submittals and to negotiate with any and all Proposers. The Town reserves the right to reject any and all submittals if it is deemed in the best interest of the Town.

CONTRACT EXECUTION

Contingent upon successful negotiations with the selected Firm, CAG will transmit to the Firm copies of the actual Contract for execution. The Firm agrees to deliver three (3) duly executed Contracts to CAG within THIRTY (30) calendar days from the date of receipt of said notice and Contracts. Upon receipt of the executed Contract from the Firm, the Town will seek authorization from the Town Council to execute the Contract within thirty (30) calendar days. The Contract shall have no force or effect on the Town, unless and until, it is approved by formal action of the Town Council.

PROTEST PROCEDURE

Protests shall be submitted in writing to Angela Gotto, Administrative & Special Projects Coordinator, Central Arizona Governments, 2540 W. Apache Trail, Suite 108, Apache Junction, Arizona 85120, agotto@cagaz.org within seventy-two (72) hours of notification of award/non-award. Protests must contain at a minimum, the name, address, and telephone number of the protester; the signature of the protestor or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within three (3) business days of receipts, and after consultation with legal counsel, ADOH or others, CAG will respond to the protest.



SECTION 5: REJECTION OF SUBMITTALS

REJECTION OF SUBMITTALS

The RFQ shall in no manner be construed as a commitment on the part of the Town to award a contract. The Town of Star Valley reserves the right to reject any or all submittals; to waive minor irregularities in the RFQ process or in the responses thereto; to re-advertise this RFQ; to postpone or cancel this process; and to change or modify the RFQ schedule at any time.

Additionally, any of the following causes may be considered as sufficient reason for disqualification and/or rejection of a prospective applicant's submittal:

- a. Submission of more than one (1) submittal by an individual, firm, partnership, or corporation under the same or different name.
 - b. Submission of an incomplete submittal.
 - c. Firm's failure to satisfactorily perform any present or previous obligation to the Town.
 - d. Any other conduct or circumstance that by law requires rejection of a submittal.
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SECTION 6: CERTIFICATIONS

CIVIL RIGHTS

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color or National Origin shall be excluded from participation, denied program benefits or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex or National Origin.

And, Rehabilitation Act of 1973, Section 503, as amended, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, Religion and Disability under any program or activity funded in whole or part under Title I (CDBG) of the Act.

And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity

receiving federal funds.

And, Americans with Disabilities Act of 1990, as amended, that no covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.

And, Executive Order 11063, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over \$10,000 in government business in one (1) year.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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 national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
3. 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 the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include 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 No. 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503

(if contract \$10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:
 - a) Recruitment, advertising and job application procedures;

- b) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - c) Rates of pay or any other form of compensation and changes in compensation;
 - d) Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;
 - e) Leaves of absence, sick leave or any other leave;
 - f) Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
 - g) Activities sponsored by the contractor including social or recreational programs; and
 - h) Any other term, condition or privilege of employment.
2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
 5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.
 6. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

7. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERED MATERIALS

The undersigned is fully aware that this contract is wholly or partially federally funded and further by submission of this bid certifies that they will adhere to the requirements and specifications as outlined by the EPA at 40 CFR Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

ACCESS TO RECORDS AND RECORDS RETENTION

The undersigned certifies, to the best of his or her knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the *Grantee, Consultants, State of Arizona Department of Housing (ADOH), U. S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General and/or their designated representatives* to have access to all records for review, monitoring and audit during normal working hours.
2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee with the *Grantee or Consultants*.
2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the *Grantee or Consultants* that develops at any time during this contract will be immediately disclosed to the *Grantee and Consultants*.

ANTI-LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 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 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.
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 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.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

BUILD AMERICA, BUY AMERICA ACT (BABA)

1. The undersigned agrees to comply with the Build America, Buy America Act (BABA) as outlined below:
 - a. "On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference, the Buy American Preference (BAP), for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Starting May 14, 2022, new awards of Federal financial assistance (FFA) from a program for infrastructure, and any of those funds obligated by the grantee, are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note. The waiver, published March 15, 2023, establishes a phased implementation schedule for application of the BAP to covered materials and HUD programs.

The BAP is applicable now to iron and steel used in covered CDBG projects, i.e. for projects using funds obligated on or after November 15, 2022. For CPD, the BAP will apply next to iron and steel used in covered Recovery Housing Program (RHP) projects for funding obligated on or after August 23, 2023.

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications 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 Certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Typed Name of Official)

(Signature of Official)

(Typed Name of Firm)

(Date)

EXHIBIT "A"

Project Location Map

