



**RFP No. 26-12-11105
Concourse B Children's Play Area**

**Addendum No. 01
Release Date: February 27, 2026**

THE FOLLOWING ITEMS ARE MADE AND HEREBY BECOME A PART OF THIS SOLICITATION AS PREPARED BY PROCUREMENT:

REMOVE AND REPLACE

**REMOVE EXHIBIT G, SHORT FORM CONTRACT
REPLACE WITH EXHIBIT G, SHORT FORM CONTRACT REVISED**

QUESTIONS & ANSWERS

- Q1: When you have a chance can you send me the spec documents for this bid?**
R1: Refer to Exhibit A Premises Drawings.
- Q2: Is the digital interactive wall called out part of the our project scope?**
R2: Yes, it can be a separate line item in the proposal as we may or may not do it.
- Q3: Will a general contractor be providing the perimeter wall?**
R3: Concourse B Prime Contractor Balfour Beatty is responsible for exterior walls. Awarded Respondent is responsible for interior/containment walls.
- Q4: What will the access to the space be like?**
R4: Refer to R5 for hours. SIDA credentials are required to access the area. After hours access/deliveries must be coordinated with JAA Operations/Security and Concourse B Prime Contractor Balfour Beatty.
- Q5: Is there a certain time of day that the space will be open for installation?**
R5: Normal working hours are 7:00 a.m. – 3:30 p.m. however Concourse B Prime Contractor Balfour Beatty may change working hours and Awarded Respondent will be required to mirror those hours.
- Q6: Where does the badge certification process take place?**
R6: Jacksonville International Airport, Jacksonville, Florida 32218.
- Q7: How long does the process take?**
R7: Badge certification for US Citizens may take up to 30-days after fingerprinting; the process for individuals born outside of the continental United States, including US Citizens, may take up to 40 days. The actual badging training class may take up to 45 minutes.
- Q8: Are there any budgetary parameters?**
R8: No.
- Q9: What does the path from where we will be unloading to the site location look like?**
R9: Multiple delivery locations and access points will be available and may require airport ramp driving access that is granted through the badge certification and training process.
- Q10: What is the narrowest doorway we will have to go through?**



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- R10:** Six (6) feet for deliveries and four (4) feet for personnel/deliveries via stairs. Elevators may be available.
- Q11:** Proposed modification to Exhibit G, Short Form Contract, page three.
R11: Respondent modifications to Exhibit G, Short Form Contract are not approved.
- Q12:** In order to provide a clear illustration with preliminary plans and accurate pricing for the proposed Play Area, we respectfully request an extension of 1 week.
R12: Extensions are not approved.
- Q13:** Pertaining to the fencing: do you have more direction on what exactly you are looking for here. There are lots of different options but some clearer direction here would be helpful. You mention integrate with surrounding concourse aesthetic and environment yet often a wall for an indoor play space would be more integrated with the play area design.
R13: Direction with appropriate examples is provided in Section 1.10 Responsible Respondent Criteria, Section 3 Concept, Design and Finishes and Article III, Section 3.02 Scope of Services, Paragraph B, Containment.

End of Addendum

The Question-and-Answer Period is closed.
Responses must be submitted into Demandstar.com by 2:00 PM local time on Thursday, March 12, 2026.

REVISED

EXHIBIT G

SHORT FORM CONTRACT

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C O N T R A C T
B E T W E E N
JACKSONVILLE AVIATION AUTHORITY
AND
X

THIS CONTRACT, is executed this X day of X, 202X, by and between JACKSONVILLE AVIATION AUTHORITY, a ~~Florida public~~ body politic and corporate created as an agency and political subdivision of the State of Florida as set forth as Laws of Fla., Ch. 2004-464, having its principal place of business and main address at ~~whose address~~ is 14201 Pecan Park Road, Jacksonville, Florida 32218 (JAA or AUTHORITY), and X (HEREINAFTER CALLED THE “CONTRACTOR”), a corporation authorized to do business with the state of Florida, with its principal office located at X.

WITNESSETH

That for the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. JAA issued a Request for Proposal (RFP) No. 26-12-11105 in order to procure a firm licensed, qualified and interested in providing Concourse B Children’s Play Area.
2. Contractor submitted its bid to JAA representing that it is capable of providing the necessary services as required by the RFP.
3. In reliance upon Contractor’s representations, JAA selected Contractor as the most qualified to provide the requested service.

4. JAA hereby engages Contractor to perform the services as set forth in the Scope of Services. The services shall be done strictly in accordance with this Contract, the RFP, and all addendums to the RFP (incorporated by reference) and Company’s proposal (incorporated by reference), (collectively, the “Contract Documents”), and, with respect to non-discriminatory

laws, statutes and authorities, the Parties incorporate the attached **Appendix “A.”** All of the documents referenced herein are hereby specifically made a part hereof to the same extent as if fully set forth herein.

- The term of this Contract shall commence on X, 202X, and terminate on X, 202X, with an option to renew for up to two additional years at the sole discretion of JAA and based on vendor performance, annual approved budgeted funds and adherence to all terms and conditions of the Contract Documents. The work schedule may go beyond the termination date of this Contract if necessary to complete the mutually agreed upon tasks that were begun prior to the termination date of this Contract. The parties hereto have agreed to contract amount(s) as follows:

CONTRACT TERM	CONTRACT AMOUNT

- Contractor shall be compensated as set forth in the Contract Documents, which have been incorporated into and made a part of this Contract. The Parties to this Contract acknowledge, understand, and agree that not-to-exceed amount contained in this Contract represents the maximum indebtedness for which JAA could possibly be responsible in exchange for the scope of services, materials, labor and/or equipment contemplated hereunder. This maximum indebtedness cannot be increased unless the same is agreed to, memorialized, and executed in

writing by the Parties.

7. Nothing in this Contract shall be construed as making Contractor an employee, servant or agent of JAA. Contractor shall pursue the Scope of Services under this Contract as an independent contractor, and shall be solely responsible for the method, manner and means to be utilized in performing the Scope of Service, including but not limited to the supervision and compensation of its own personnel.
8. This Contract may be terminated for convenience by the Authority whenever the Authority determines that such termination is in the best interest of the Authority. Such termination will be affected by a thirty (30) day written notice to the Contractor stating the date upon which the termination shall become effective.
9. Unsatisfactory performance by the Contractor may result in immediate cancellation of this Contract.
10. Termination of this Contract in accordance with its agreed termination provisions will not give rise to any claims of improper termination, termination in bad faith, or the like or to the payment of any compensation, recoupment of expenditures made by Contractor pursuant to this Agreement, or the like predicted in such termination. This Contract is always subject to availability of budgeted funds.
11. The Authority may give the Contractor written notice that there is a material breach of the contract or a written notice to discontinue some or all services under the Contract in the event that:
 - a) The Contractor assigns or subcontracts the Scope of Services without prior written permission;
 - b) Any petition is filed, or any proceeding is commenced by or against the Contractor for

- relief under any bankruptcy or insolvency laws;
- c) A receiver is appointed for the Contractor's properties or the Contractor commits any act of insolvency (however evidenced);
 - d) The Contractor makes an assignment for the benefit of creditors;
 - e) The Contractor suspends the operation of a substantial portion of its business;
 - f) The Contractor suspends the whole or any part of the Scope of Services to the extent that it impacts the Contractor's ability to meet the Scope of Services schedule, or the Contractor abandons the whole or any part of the Scope of Services;
 - g) The Contractor, at any time, violates any of the conditions or provisions of the Contract Documents, or fails to perform as specified in the Contract Documents, or is not complying with the Contract Documents;
 - h) The Contractor attempts to willfully impose upon the Authority items or workmanship that are in the Authority's sole opinion, defective or of unacceptable quality;
 - i) The Contractor breaches any of the representations or warranties;
 - j) The Contractor is determined, in the Authority's sole opinion, to have misrepresented the utilization of funds or misappropriated property belonging to the Authority;
 - k) There is any material change in the financial or business condition of the Contractor.
12. Neither party will be liable for failure or delay performing obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of either party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond

the party's reasonable control. Written notice of force majeure must be given to the other party no later than 10 business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. JAA may elect to terminate or suspend the Agreement or consider all delivery dates under this Agreement affected by force majeure tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist, subject to the availability of funds.

13. This Agreement constitutes the entire agreement between the parties hereto for the scope of services, materials, labor and/or equipment contemplated hereunder. No statement, representation, writing, understanding, agreement, course of action, dealing, or conduct made by either party, or any representative of either party, which is not expressed herein shall be binding, which includes any and all references to general terms and conditions contained on Contractor's website or boilerplate documents. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

(The remainder of this page has been intentionally left blank)

14. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS, CONTACT JAA'S CUSTODIAN OF PUBLIC RECORDS:

**Jacksonville Aviation Authority
14201 Pecan Park Road
Jacksonville, Florida 32218
E-Mail: public.records@flyjacksonville.com**

15. Any notice required to be served under this Contract shall be sent by certified mail, return receipt requested to the following:

For the Authority: Jacksonville Aviation Authority
14201 Pecan Park Road
Jacksonville, Florida 32218
Attn: Devin Reed, Chief Compliance Officer

For the Contractor: X

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SIGNATURE LINES FOLLOW

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, in duplicate, the day and year first above written.

Attest:

JACKSONVILLE AVIATION AUTHORITY

Name
Contract Administrator

Mark VanLoh, CEO, or
His Designee

(Designee's Name and Title, if applicable)

Attest:

X

Signature

Signature

Print Name

Print Name

Title

Title

Approved as to form for the
Use of the Jacksonville Aviation Authority.

Devin Reed, Chief Compliance Officer

APPENDIX A

TITLE VI AND OTHER FAA REQUIRED PROVISIONS FOR CONTRACTORS:

(Contractor must incorporate these provisions into all subconsultant / subcontractor agreements)

A. Title VI and Discrimination Federally Required Provisions (to the extent applicable):

1. **Civil Rights – 49 USC § 47123:** In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
2. **Nondiscrimination:** During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, the Contractor, for itself, subcontractors, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree not to participate directly or indirectly in discriminatory activity or any kind and that no person on the ground of race, color, or national origin, will be subjected to discrimination in the execution of this Agreement, including employment practices and facilities (see Appendix B of 49 CFR Part 21). With respect to the Agreement, in the event of breach of the above nondiscrimination covenant, the Jacksonville Aviation Authority (Authority or JAA) will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) withholding payments to the Contractor under the contract until the Contractor complies; and/or (ii) cancelling, terminating, or suspending a contract, in whole or in part.
3. **Title VI and Related Law Compliance:** The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award. During solicitations of subcontracts, labor, materials and/or equipment and during the performance of this contract, Contractor, for itself, subcontractors, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended from time to time, including but not limited to:
 - a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - b) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination

- on the basis of disability); and 49 CFR part 27;
- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - i) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
 - l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

B. Non-Title VI Federally Required Provisions (to the extent applicable):

1. **Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.:** All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the above-referenced statute and regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division. 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, including watchmen and guards, 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. Contractor or subcontractor shall insert in any subcontracts this clause and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts.
2. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work required under this Agreement, to be performed under a subcontract, which also includes procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of the contractor’s obligations under this Agreement and the Nondiscrimination Acts and Authorities on the

grounds of race, creed, color, national origin, sex, age, or disability. Contractor will incorporate this Agreement (the Prime Contract) into its subcontract agreements, such that its subcontractors are obligated to Contractor to the same extent Contractor is obligated to JAA under the Prime Contract. However, nothing contained in the Prime Contract creates any contractual relationship between Subcontractor and JAA. Contractor's subcontract agreements shall require its subcontractors to generally agree to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended, as well as those non-discrimination statutes and authorities listed in Paragraph 3, above. For purposes of compliance with this section, Contractor shall furnish documented proof that each of its subcontract or sub-consultant agreements contain provisions that require compliance with the above.

3. **Occupational Safety and Health Act of 1970 – 20 CFR Part 1910:** All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its sub-Contractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by JAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to JAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, JAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) Withholding payments to the Contractor under the contract until the Contractor complies; and/or (ii) Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will: (i) include the above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto; and (ii) take action with respect to any subcontract or procurement as JAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request JAA to enter into any litigation to protect the interests of JAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
7. **Veteran's Preference:** In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined

within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

8. **Clean Air and Water Pollution Control:** To the extent applicable, Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed \$150,000.00.
9. **Copeland “Anti-Kickback” Act:** Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to JAA, a weekly statement on the wages paid to each employee performing on covered work during the prior week.
10. **DAVIS-BACON Requirements:** To the extent applicable, Contractor and its subcontractors will comply with all David-Bacon Act requirements, including without limitation the minimum wage requirement that all laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.
11. **Certification of Offeror/Bidder Regarding Debarment:** By submitting a bid/proposal under this solicitation, Contractor certifies that neither it nor its principals nor its subcontractors are presently debarred or suspended by any Federal department or agency from participation in this transaction.
12. **Texting When Driving and Video Surveillance and Telecommunication:** In accordance with Executive Order 13513 and DOT Order 3902.10, JAA encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all subcontractor contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project. Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act.
13. **Safe Work Environment:** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its

compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

- 14. Tax Delinquency And Felony Convictions:** By submitting a bid / proposal under this solicitation, Contractor certifies that neither it nor its subcontractors has: (i) had any unpaid Federal tax liability assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (ii) not been convicted of a criminal violation under any Federal law within the preceding 24 months.
- 15. Trade Restriction Certification:** By submitting a bid / proposal under this solicitation, Contractor certifies that neither it nor its subcontractors: (i) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR); (ii) has knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and (iii) has entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR. Contractor agrees that, if awarded a contract resulting from this solicitation, it will: (i) incorporate this provision for certification without modification in all lower tier subcontracts; and (ii) provide immediate written notice to JAA if Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that Contractor or its subcontractors knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through JAA cancellation of the contract or subcontract for default at no cost to JAA or FAA.
- 16. Buy American and Domestic Preference:** By submitting a bid / proposal under this solicitation, Contractor certifies that, to the greatest extent practicable, it and its subcontractors have provided 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) in compliance with 2 CFR § 200.322. To the extent applicable, Contractor certifies that: (i) its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list (Contractor must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer; otherwise, JAA may reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA); and (ii) all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement

and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

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