

SECTION 004200 PROPOSAL FORM

(Submit in Duplicate)

BIDDER _____

ADDRESS: _____

DATE: _____

**GOLDEN TRIANGLE REGIONAL AIRPORT
2080 AIRPORT ROAD, HIGHWAY 82 WEST
COLUMBUS, MS 39701**

**RE: GOLDEN TRIANGLE REGIONAL AIRPORT, FBO EXPANSION, FY2026, AIG,
COLUMBUS, MISSISSIPPI**

Having carefully examined the Contract Documents and all addenda for the referenced Project, as well as the premises and conditions affecting the work, I, the undersigned, propose to furnish all labor, materials, and services required by the Contract Documents in accordance with the conditions of said Contract Documents for the sums set forth below:

BASE BID: _____
_____ (\$_____).

ALTERNATE NO. 1 (ADD) Remove & Replace Siding: _____
_____ (\$_____).

ALTERNATE NO. 2 (ADD) Vehicular Parking: _____
_____ (\$_____).

ALTERNATE NO. 3 (ADD) Replace & Relocate Sliding Vehicular Gate: _____
_____ (\$_____).

I (We) agree to hold our bid open for acceptance for Forty-Five **(45) calendar days** from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in **240 consecutive days**, subject to the terms and conditions of the Contract.

By signing this letter, _____ (insert company name) is certifying that neither _____ (insert company name) nor any potential subcontractors are debarred or suspended or are otherwise excluded or ineligible for participation in Federal Assistance Programs.

Bids shall be submitted in duplicate, on a reproduced copy of the enclosed Bid Form, along with the following items:

- a. Five (5) Percent Bid Guarantee and accompanying Power of Attorney;
- b. Non-Collusion Affidavit of Prime Bidder; (ATTACHED).
- c. Equal Opportunity Report Statement; (ATTACHED).
- d. Certification of Non-Segregated Facilities; (ATTACHED).
- e. Disadvantaged Business Enterprise Program (DBE) ATTACHED.
- f. Letter of Intent (*for each DBE subcontractor*) ATTACHED.
- g. E-Verify Requirements (ATTACHED).
- h. Buy American Preference (ATTACHED).
- i. Certification of Bidder Regarding Tax Delinquency & Felony Convictions (ATTACHED).
- j. Certificate of Owner's Attorney (ATTACHED).
- k. Evidence of Contractor's competency to perform the proposed work, including required experience in constructing/installing the required items of work at other locations, and a list of contacts for previously completed project.
- l. Non-resident bidder information required by State of Mississippi's current laws as defined by the Mississippi Code of 1972, As Amended, SEC. 31-3-21, "Bidding and Awards". This may be found at the following website.

<http://www.mscode.com/free/statutes/31/003/0021.htm>.

If provided with a form of an "Intent to Award" the Contract by the Owner, the Bidder shall contract with the Golden Triangle Regional Airport Authority in the form of the Contract Agreement contained in the Contract Documents, pay for and furnish all necessary permits, licenses, materials, equipment, machinery, maintenance, tools, apparatus, means of transportation and labor necessary to complete the work within the specified Contract Time and as provided for in the Contract Documents to perform identified work tasks at the Golden Triangle Regional Airport, Columbus, Mississippi, per specification requirements; furnish the prescribed Performance Bond and Payment Bond in the form contained in the Contract Documents each for not less than the Total Contract Price; furnish the required evidence of the specified insurance coverages; furnish the required Disadvantaged Business Enterprise data and submittals; and furnish the proof of Authority to Execute required by Paragraph 14 of the Instructions to Bidders.

LIQUIDATED DAMAGES: For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows: **\$500.00 per calendar day.**
NO EXTENSIONS WILL BE ALLOWED

As required by Section 002113 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall become the property of the Owner in the event the Agreement and required Bonds are not executed within the time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

ADDENDUM RECEIPT: The receipt of the following Addenda to the Bidding Documents is hereby acknowledged:

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

SUBCONTRACTOR AND SUPPLIER LISTING:

So that the Owner may be assured that only qualified and competent subcontractors and suppliers will be utilized on the project and to prevent "bid-shopping" and/or "bid-chopping", the low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds \$50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and suppliers included in his lump sum price within seven (7) days after bid receipt may result in the rejection of the Bidder's bid as nonresponsive and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 002213, Paragraph 5.2.5:

[TO BE COMPLETED IF A CORPORATION]

Our Corporation is chartered under the laws of the State of _____, and the names, titles and business addresses of the principal officers are as follows (non- residents Bidders see Section 002113, Paragraph 1.5):

Name	Address (City, State, Zip)	Title

[TO BE FILLED IN IF A PARTNERSHIP]

Our Partnership is composed of the following individuals:

Name	Address (City, State, Zip)	Title

Notice of acceptance of our bid may be mailed, telegraphed, faxed or delivered to:

[INSERT COMPANY NAME AND ADDRESS]

SIGNED: _____

TITLE: _____

CERTIFICATE OF RESPONSIBILITY NO.: _____

DIRECTIONS FOR MAILING:

Submit bid papers in sealed envelope marked as indicated in the Instructions to Bidders, inserted in opaque sealed envelope marked as follows:

Address To:

**Golden Triangle Regional Airport
2080 Airport Road, Highway 82 West
Columbus, MS 39701**

OR

Submit Electronic Bids to:

www.jbhmplans.com

Bid for:

**Golden Triangle Regional Airport
FBO Expansion
FY2026, AIG
Columbus, Mississippi**

to be opened at **2:00 p.m., Tuesday, May 12, 2026.**

CONTRACT PROVISIONS

SECTION C – PROPOSAL FORMS

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

(This must be completed and submitted with the bid)

State of _____

County of _____

_____, being first duly sworn, deposes and says:

- (1) He/she is _____, the Bidder that has submitted the Attached bid;
- (2) Such Bid is genuine and is not a collusive or sham Bid;
- (3) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, director or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or the refrain from bidding in connection with such contract, or has communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and
- (4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Subscribed and sworn to before me
this _____ day of _____, 20____.

(Title)

My commission expires _____

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SECTION C – PROPOSAL FORMS

EQUAL OPPORTUNITY REPORT STATEMENT

(Must be completed and submitted with the Bid)

Each Bidder shall complete and sign the Equal Opportunity Report Statement. A Bid may be considered unresponsive and may be rejected, in the Owner's sole discretion, if the Bidder fails to provide the fully executed Statement or fails furnish required data. The Bidder shall also, prior to award, furnish such other pertinent information regarding its employment policies and practices as well as those of its proposed subcontractors as FAA, the Owner or the Executive Vice President of the President's Committee may require.

The Bidder shall furnish similar Statements executed by each of its first-tier and second-tier subcontractors and shall obtain similar compliance by such subcontractors, before awarding subcontracts. No subcontract shall be awarded to any noncomplying subcontractor.

Equal Opportunity Report Statement as Required in 41 CFR 60-1.7(b)

The Bidder shall complete the following statements by checking the appropriate blanks. Failure to complete these blanks may be grounds for rejection of bid:

- 1. The Bidder has ___ has not ___ developed and has on file at each established affirmative action programs pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.
2. The Bidder has ___ has not ___ participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.
3. The Bidder has ___ has not ___ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO)-1 Report).
4. The Bidder does ___ does not ___ employ fifty or more employees.

(Name of Bidder)

By: _____

Date: _____

Title: _____

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CERTIFICATION OF NON-SEGREGATED FACILITIES

(Must be completed and submitted with the Bid)

The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services on any location under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or any other reason. The Bidder agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$100,000 which are not exempt from the provisions of the equal opportunity clause, and that it will retain such certification in its files.

(Name of Bidder)

By: _____

Date: _____

Title: _____

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BID CONDITIONS - DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

(Must be completed and submitted with the Bid)

The following bid conditions apply to this Department of Transportation (DOT) assisted contract. Submission of a proposal by a contractor shall constitute full acceptance of these bid conditions.

- A. **Definition.** Disadvantaged Business Enterprise (DBE) as used in this contract shall have the same meaning as defined in Paragraph 26.5 of 49 CFR Part 26.
- B. **Policy.** The Golden Triangle Regional Airport Authority (hereinafter referred to as the Owner) has established a Disadvantaged Business Enterprise (DBE) Program (Program) in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Owner has received Federal financial assistance from the Federal Aviation Administration (FAA), and as a condition of receiving this assistance, has signed an assurance that it will comply with 49 CFR Part 26. A copy of the Program is available for review in the office of the Owner and the Aeronautics Division, Mississippi Department of Transportation (MDOT).

It is the policy of the Owner to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in FAA-assisted contracts. It is also our (the Owner's) policy:

1. To ensure nondiscrimination in the award and administration of FAA assisted contracts;
 2. To create a level playing field on which DBEs can compete fairly for FAA assisted contracts;
 3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
 4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
 5. To help remove barriers to the participation of DBEs in FAA assisted contracts; and
 6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.
- C. **DBE Obligation.** The contractor will ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.
- D. **Contract Assurance.** The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

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The contractor hereby assures that this Contract Assurance clause will be included in any contract signed with a subcontractor.

- E. **DBE Participation.** The Owner has established a minimum goal of 0% for DBE participation based on the amount of federal funds to be expended for the FAA Airport Improvement project, to be accomplished in whole or part, by this contract.
- F. **Available DBE's.** The Owner's Program contains a listing of DBE's that have been certified. Bidders are encouraged to inspect this program to assist in locating DBE's for the work. Other DBE's may be certified and added to the list in accordance with the Owner's Program. Credit toward the DBE goals will not be counted unless the DBE to be used has been certified.
- G. **Prompt Payment.** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.
- H. **DBE Financial Institutions.** The Owner encourages you to make the greatest feasible use of the services offered by banks owned and controlled by minorities and women. Information on these services may be obtained from the Owner or by contacting the Mississippi Bankers Association, Jackson, Mississippi (601) 948-6366.
- I. **Directory.** The Owner maintains a directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, and the type of work the firm has been certified to perform as a DBE. A copy of the directory is available in the office of the Owner or the Aeronautics Division, MDOT, during normal business hours.
- J. **Contractor's Required Submission.** The Owner requires the submission of the following information with the bid proposal:

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**DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION
(To be Submitted with the Bid)**

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By: _____ (Signature) _____ (Title)

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LETTER OF INTENT

(Must be Submitted for each DBE subcontractor)

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____ (Signature) _____ (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

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E-VERIFY REQUIREMENTS

(Must be completed and submitted with the bid.)

Pursuant to the requirements of the State of Mississippi, and as a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I/we understand as a business entity or employer and bidder on this project shall provide documentation establishing that our business is enrolled in the "E-Verify" program. During the performance of the contract, I/we shall participate in the "E-Verify" program and shall verify every employee that is required to be verified is done so in accordance with applicable federal rules and regulations.

I/we also understand the requirements of the State of Mississippi also provides that no subcontractor on a project paid for by contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. I/we understand all subcontractors working on this project shall also enroll in the "E-Verify" program prior to performing any work on the project and shall attach to the sworn affidavit documentation establishing that the subcontractor is enrolled in the "E-Verify" program.

I/we have also reviewed Section J of these specifications for more detailed information regarding the requirements of the "E-Verify" program as it relates to this project.

Signature of Contractor

Title

(Name of Bidder)

By: _____

Date: _____

Title: _____

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BUY AMERICAN PREFERENCE
(To be Submitted with the Bid)

BUY AMERICAN PREFERENCE STATEMENT

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,1 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 the Federal Aviation Administration 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.

The bidder or offeror 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. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that 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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**CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE –
CONSTRUCTION PROJECTS**

(Required This Project / Must Be Completed and Submitted with the Bid)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: 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 that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
- b) To faithfully comply with providing U.S. domestic products.
- c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- d) Certify that all construction materials used in the project are manufactured in the U.S.

- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

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- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

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**130-24.1 CERTIFICATION OF OFFEROR/BIDDER REGARDING
TAX DELINQUENCY AND FELONY CONVICTIONS**

(Executed Copy Must Be Submitted With Bid)

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been 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.
- 2) The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note:

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been 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.

Date

Signature

Company Name

Title

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Section C – Certificate of Owner’s Attorney

I, the undersigned, _____, the duly authorized and acting legal representative of the Golden Triangle Regional Airport Authority, do hereby certify that I have examined the attached contract and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

(Signature)

(Printed or Typed Name)

(Address)

(Date)