



REQUEST FOR PROPOSALS

SUMP PUMP REPLACEMENT AND INSTALLATION

Three replacement sump pumps with equipment recommended by the proposer

Milestone	Date / method
Issue date	September 30, 2026
Optional site access	By appointment; request by October 6, 2026, at 2:00 p.m. Pacific Time
Questions due	October 9, 2026, at 2:00 p.m. Pacific Time
Proposals due	October 16, 2026, at 2:00 p.m. Pacific Time
Public opening	After the deadline: list of proposers and prices emailed to proposers and posted on Public Purchase
Submission	Public Purchase upload or email to rtokoph@santamariaairport.com

Santa Maria Public Airport District
3217 Terminal Drive | Santa Maria, California 93455
805-922-1726 | SantaMariaAirport.com

Notice Inviting Sealed Proposals

Sump Pump Replacement and Installation

NOTICE IS HEREBY GIVEN that the Santa Maria Public Airport District (District) will receive electronic sealed proposals for all labor, equipment, materials, supervision, transportation, permits, testing, and incidentals required to furnish and install three replacement basin sump pumps at Santa Maria Public Airport.

PROPOSAL DEADLINE AND PUBLIC OPENING

Proposals must be received through Public Purchase or by email to rtokoph@santamariaairport.com by October 16, 2026, at 2:00 p.m. Pacific Time. Late proposals will not be accepted. After the deadline, the District will open the proposals, email a list of all proposers and their total base proposal prices to every proposer, and post the same list on Public Purchase. No opening session.

Project summary

- Recommend, furnish, and install three replacement sump pumps and compatible removal/connection assemblies. No pump manufacturer, model, horsepower, or discharge size is prescribed.
- Remove the two existing pumps at Basin A and deliver them to a District-designated airport location; install two replacement pumps at Basin A and one at Basin C. The existing Basin C pump has already been retrieved by the District. Removed equipment remains District property.
- The District has already dewatered Basin C and retrieved its existing pump. That completed work is excluded from this RFP.
- Disconnect and reconnect existing power and control conductors; provide necessary rigging, lifting components, stainless-steel pull cable, minor appurtenances, testing, startup, commissioning, training, and closeout documentation.
- Complete field installation within 30 calendar days after the District issues the Field Notice to Proceed. Equipment procurement and delivery are governed by the guaranteed delivery period stated in the Proposal.

Proposer requirements

This is a California public works project. The prime contractor and all subcontractors must be currently registered with the Department of Industrial Relations (DIR) when required by Labor Code sections 1725.5 and 1771.1, and must hold all California contractor license classifications necessary for their work. At award, the proposer must hold a Class A or C-61/D-21 license; electrical work must be performed by a C-10 licensee, the proposer or a listed subcontractor (Public Contract Code section 3300).

The successful proposer must furnish a 100% performance bond and 100% payment bond. Each proposal must include bid security equal to at least 10% of the total base proposal price. State prevailing-wage requirements apply. The applicable DIR determination is the determination in effect on the bid advertisement date, including required increases. This project is subject to compliance monitoring and enforcement by DIR. Applicable prevailing-wage determinations are available at www.dir.ca.gov/OPRL/DPreWageDetermination.htm and at the District office upon request.

Award, if made, will be to the highest-scoring responsible proposer under the published evaluation criteria in Section 1.14, whose proposal meets the RFP's material requirements, subject to an acceptable, supported price and District Board approval. The District may reject any or all proposals, waive immaterial irregularities as permitted by law, or cancel the solicitation.

Documents and communications

RFP documents are free through Public Purchase. Register as a plan holder and send questions and scope clarifications there. Submit proposals through Public Purchase or by email under Section 1.9. Only written Public Purchase addenda change the RFP.

Public Purchase: www.publicpurchase.com

District bid-opportunities page: SantaMariaAirport.com/airport-business/bid-opportunities

The Santa Maria Public Airport District, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

By order of the Santa Maria Public Airport District. Dated: September 30, 2026

Procurement Schedule and Document Contents

Event	Date / time
RFP issued	September 30, 2026
Optional site access	By appointment; request by October 6, 2026, at 2:00 p.m. Pacific Time
Questions and scope clarification requests due	October 9, 2026, at 2:00 p.m. Pacific Time; Public Purchase only
District's target for final addendum	October 13, 2026, by 12:00 noon Pacific Time
Electronic proposals due	October 16, 2026, at 2:00 p.m. Pacific Time; Public Purchase or email to rtokoph@santamariaairport.com
Public opening	After the deadline: list of proposers and prices emailed to proposers and posted on Public Purchase
Award	Subject to Board approval at a duly noticed meeting

The District may change this schedule by written addendum. If the District issues any material change, addition, or deletion later than 72 hours before the proposal deadline, the deadline will be extended by no less than 72 hours (Public Contract Code section 4104.5). If site access or material technical information cannot be provided in time, the District will extend the questions and proposal deadlines.

Document contents

Section	Contents
1	Instructions to Proposers
2	Technical Scope and Performance Requirements
3	Proposal Forms and Required Certifications
4	Sample Public Works Agreement
5	Bond Forms
6	Airport Civil Rights Contract Provisions

ORDER OF PRECEDENCE

Issued addenda govern over the RFP. The executed Agreement and its expressly accepted scope, performance criteria, and proposal clarifications govern the awarded work, subject to law. Unaccepted qualifications do not modify the RFP. Approved submittals cannot silently change price, scope, or required results.

1. Instructions to Proposers

For the retained statutory declarations and bond forms, “bid” means the proposal submitted under this RFP and “bidder” means proposer. Bid security remains required. This procurement includes equipment supply and installation; it is not an assessment-only or stand-alone engineering solicitation.

1.1 Public Purchase registration and communications

Proposers must register through Public Purchase and monitor it for documents, questions, and addenda. Proposals may be submitted through Public Purchase or by email under Section 1.9. Communications outside Public Purchase will not modify the solicitation.

1.2 Optional site access

Site access is optional and by appointment. Request access through Public Purchase by October 6, 2026, at 2:00 p.m. Pacific Time. The District will coordinate escorted access before the questions deadline. No unescorted access, energized testing, lifting, or pump removal is permitted. Attendance is not a condition of proposal responsiveness. Material information obtained during visits will be distributed to all plan holders by written addendum.

1.3 Examination of conditions

Examine the available records and accessible site conditions. Identify missing information, conflicting requirements, and proposed assumptions. Inaccessible or undocumented conditions are not deemed verified by the proposer. Submit material questions through Public Purchase; District information and requirement changes will be shared by addendum. The District will resolve material scope and pricing assumptions before award.

1.4 Licensing and DIR registration

The proposer and each listed subcontractor must possess active, appropriate California licenses and current DIR public-works registration. The proposer must provide license and DIR numbers on the forms. The District will verify status before accepting the proposal and before award.

1.5 Proposal preparation

Submit the District forms with a technical proposal addressing Section 3.9. State a firm lump-sum price for the proposed base replacement solution, including taxes, freight, bonds, insurance, permits, labor, testing, and incidentals. Explain the equipment selection and disclose all assumptions and exclusions. Separately identify optional improvements and their prices; they do not replace the required three-pump base proposal.

1.6 Proposed equipment and alternatives

Proposers may recommend any manufacturer and model that meets the project objectives. Submit product data, dimensions, pump curves, the proposed operating range, electrical requirements, materials, removal arrangement, warranty, and support information with the proposal. Explain compatibility with existing infrastructure and the evidence supporting the selection. Identify unknown conditions and how they affect selection or price. Prior approval of a product as an “equal” is not required. Proposals that depend on substantial redesign must identify that dependency; see Section 2.1.

1.7 Addenda

Proposers must acknowledge every addendum in the Proposal. The District may reject a proposal that fails to acknowledge a material addendum. Proposers should check Public Purchase immediately before submitting.

1.8 Bid security

Each proposal must include a bid bond, cashier's check, or certified check payable to the Santa Maria Public Airport District for at least 10% of the total base proposal price. Include the signed bond and power of attorney, or the check image, with the electronic proposal. Electronic bonds must be verifiable. For check security, deliver the original check in a sealed envelope marked “Sump Pump RFP—Bid Security” to 3217 Terminal Drive before the proposal deadline. The proposal itself must be submitted electronically. Deliver any requested original bond within three business days.

1.9 Electronic submission

Submit one complete, searchable PDF containing the technical proposal, signed Proposal and Price Schedule, required forms, and bid security, with technical and price information together. Submit either by Public Purchase upload or as an attachment emailed to rtokoph@santamariaairport.com with subject "Sump Pump RFP Proposal — [proposer name]." The complete PDF must reach Public Purchase or Ric's District email inbox by October 16, 2026, at 2:00 p.m. Pacific Time. The platform receipt timestamp or District inbox received timestamp controls; the sender's sent time does not. The proposer bears the risk of rejected, delayed, corrupted, or inaccessible files. A link in place of the PDF is not a submission. District staff will keep email attachments unopened until the proposal deadline. Fax, mail, and hand-delivered proposals are not accepted. Original check security is handled under Section 1.8.

1.10 Modification or withdrawal

A proposer may modify or withdraw a proposal before the deadline through Public Purchase or by email to rtokoph@santamariaairport.com. Identify any replacement or withdrawal clearly; the last complete, timely proposal received controls. After the deadline, proposals remain irrevocable for 60 calendar days, subject to applicable California bidder-relief law.

1.11 Public opening

After the deadline, the District will open the proposals, email a list of all proposers and their total base proposal prices to every proposer, and post the same list on Public Purchase. There is no in-person or online opening session. Preliminary results are not an award. Evaluation follows Section 1.14.

1.12 Responsiveness

A responsive proposal materially complies with the solicitation. Material omissions may include missing signature, bid security, price, noncollusion declaration, required license or DIR information, mandatory forms, or material addendum acknowledgment. The District may waive only immaterial irregularities as permitted by law.

1.13 Responsibility

The District may consider licensing, DIR status, financial capacity, bonding, insurance, experience, staffing, equipment, safety record, past performance, references, integrity, and ability to meet the required schedule. The proposer must promptly provide supporting information requested by the District.

1.14 Evaluation and award

The District will screen proposals for material compliance, required licensing and registration, security, and ability to perform. Responsive proposals from responsible firms will be scored using the published criteria below. An assessment-only proposal does not meet the scope. After the proposal deadline, the District will email a list of all proposers and their total base proposal prices to every proposer and post the same list on Public Purchase, as provided in Section 1.11. Prices will be checked for arithmetic, completeness, and reasonableness and considered as stated below; price receives no numerical points. The highest technical score does not create an entitlement to award.

Proposal Evaluation

The panel will evaluate the submitted evidence using the following 100-point matrix. The same criteria apply to every proposer.

Criterion	Points	Evidence evaluated
Proposed solution and compatibility	35	Equipment rationale, supported operating range, interfaces, documented assumptions, and proposed acceptance tests.
Qualifications and comparable performance	30	Relevant pump replacement experience, named personnel, references, and manufacturer/service support.
Installation and operational protection	15	Removal and installation plan, Basin C installation access and water-level assumptions, safety capability, outage control, continuity of drainage, and airport access approach.
Delivery and completion capability	10	Supported equipment lead time, staffing, mobilization, and ability to meet the required installation period.
Warranty and maintenance support	10	Warranty response, parts availability, service arrangements, maintenance access, and staff training.

For each criterion, panel members assign a rating from 0 to 5: 0 absent or unacceptable; 1 major weaknesses; 2 partly supported; 3 adequately supported; 4 well supported with relevant advantages; 5 exceptionally well supported with clear project benefits. Points equal rating divided by five times the criterion weight. The panel averages member totals and records reasons. No undisclosed criteria or interview bonus points will be used.

The District may seek written clarification, check references, and request the same supplemental information from similarly situated proposers. Clarification may explain an existing proposal but cannot cure a material omission or secretly change competition. If scope or material assumptions change, the District will issue a common addendum and invite revised proposals from all remaining responsive proposers, with a common deadline and the same public posting of revised prices. Revised proposals are rescored using this matrix.

Rank proposals by total score. A tie is resolved first by the proposed-solution score, then the qualifications score, then the lower total base proposal price. Price receives no points; staff will document its completeness, affordability, and reasonableness using the competing proposals, cost breakdowns, and available market information.

The District may negotiate nonmaterial clarifications and a fair, reasonable price with the highest-scoring responsible proposer without expanding the competitively solicited work. No material relaxation of required scope, security, or statutory terms is permitted. If agreement cannot be reached, the District may formally end negotiations and proceed to the next-ranked proposer or reject and resolicit. Award to that proposer requires Board approval and a defined scope, supported equipment selection, acceptance criteria, and firm contract price. Optional improvements are not scored and will not be added to the award without an equal competitive opportunity.

1.15 Rejection and cancellation

The District may reject any or all proposals, cancel the solicitation, reduce or defer the work before award, or resolicit when in its best interest and permitted by law. The District is not liable for proposer preparation costs.

1.16 Proposal protest

A protest must be received through Public Purchase no later than 5:00 p.m. on the fifth business day after the District posts a notice of intended award. The protest must identify the protester, solicitation, challenged action, material facts, legal grounds, and requested remedy, with supporting documents. The District may reject an untimely or incomplete protest. This procedure does not waive rights or deadlines imposed by law.

1.17 Public records

Proposals become District records and may be disclosed under the California Public Records Act. Marking an entire proposal confidential is ineffective. A proposer claiming a specific exemption must identify the exact material and legal basis and must defend and indemnify the District to the extent permitted by law.

1.18 No conflict with funding requirements

This solicitation is issued as a District-funded procurement. If the District determines before award that grant or other external-funding conditions apply, the District may amend, cancel, or resolicit the procurement to include all required clauses.

1.19 Securities in lieu of retention

The successful contractor may substitute eligible securities for retention or direct retention to an escrow agent at its expense in accordance with Public Contract Code section 22300 and the Agreement.

2. Technical Scope and Performance Requirements

2.1 Project intent

Provide three complete, operational replacement sump-pump installations serving the existing basin pump positions: two at Basin A and one at Basin C. Recommend suitable equipment using accessible field information and manufacturer support. Include removal of the two existing Basin A pumps, furnishing, installation, reconnection, startup, testing, training, and closeout. The existing Basin C pump has already been retrieved by the District. The base scope is replacement within existing basin infrastructure. Identify any required civil, hydraulic, structural, electrical-service, or control-system redesign separately; it is not automatically authorized by this RFP. The District will resolve any such dependency and the appropriate procurement method before award.

2.2 Required results and equipment proposal

Requirement	Requirement and proposer response
Quantity and locations	Three replacement assemblies: two at Basin A and one at Basin C.
Equipment selection	Proposer recommends manufacturer, model, capacity, motor, and discharge arrangement with supporting data. No brand or horsepower is prescribed.
Hydraulic performance	State proposed flow/head operating range, supporting field data or assumptions, and manufacturer selection basis. Identify any investigation needed before a reliable selection can be made.
Electrical and controls	State power requirements, protective devices, control interfaces, and compatibility evidence. Verify existing service and required location ratings; identify missing data.
Materials and serviceability	Materials suitable for observed service; corrosion resistance, accessible maintenance, spare parts, and local service support.
Lifting and connections	Compatible removal and discharge arrangement, manufacturer-approved lifting hardware, one new stainless-steel pull cable assembly, and other needed installation components.
Warranty	At least one year from final acceptance, plus longer manufacturer warranties.

EXISTING CONDITIONS AND PROPOSER ASSUMPTIONS

Voltage, hydraulic duty, location classification, rail/flange dimensions, cable lengths, and control modifications are not verified. The District records listed below are provided for information only; they are not a warranty of existing conditions. Document observations separately from assumptions. The District will distribute material site information equally and resolve material dependencies before award. The proposal must explain the recommended solution; unverified assumptions are not a guarantee of existing conditions.

District records provided for information (not verified by nameplate, measurement, or test)

- Basin A (two pumps) and Basin C (one pump) are stormwater detention basins west of the airfield. Collected water is pumped to a drainage channel north of the site. The District uses the operating names Basin A and Basin C. Proposers must identify each proposed pump by the District's basin name and the physical pump position observed during site access; report any inconsistent labels before proposing.
- District records list each existing pump at 500 gpm. Basin A's two pumps alternate duty and sit in a separate sump structure that allows removal without draining the basin. The Basin C pump intake is inside a protective cage within the basin footprint. System head has not been measured.
- District staff report that Basin C has been dewatered and its existing pump retrieved before issuance of this RFP. The completed dewatering and retrieval are excluded from the Work. The District does not warrant that Basin C will remain dry through installation; proposers must state any access and water-level assumptions affecting their proposed installation.
- District files include a 2025 contractor estimate that proposed 3-phase, 208 V, explosion-proof replacement units. The District has not confirmed the existing nameplates or supply voltage.

- District staff report that past pump replacements required control modifications to suit new pump designs.
- Farmland lies downstream of the discharge channel. Agricultural runoff enters the basins from an adjacent inlet, and a City of Santa Maria well discharges to Basin C during well startup. The District will coordinate with those parties; give the District at least 5 working days' notice before planned outages or any District-authorized material dewatering.

2.3 Required work

- Mobilize, coordinate airport access, protect District property, and maintain basin/drainage operations to the extent directed by the District.
- Develop the lift plan, lockout/tagout procedure, confined-space determination and plan if applicable, electrical safe-work procedure, and job hazard analysis before field work.
- Disconnect, rig, and remove the two existing Basin A pumps and replaced components, and deliver them to the location on the airport designated by the District. The existing Basin C pump has already been retrieved by the District and is excluded from removal work. Removed pumps, motors, cables, and rails remain District property; do not sell, keep, or dispose of them unless the District directs in writing. Lawfully dispose of packaging, debris, and waste generated by the Work.
- At Basin C, protect the open pump position and coordinate installation of the replacement pump. The District's prior dewatering and retrieval of the existing pump are excluded from the Work. Do not undertake material basin dewatering without the District's prior written authorization.
- Include incidental water control and ordinary inflow management reasonably needed to install and test the replacement pump in the base price. If conditions require material basin dewatering or otherwise materially change the Work, promptly notify the District, document the condition, and request direction under the Agreement's written change and time-extension procedures before proceeding. No extra compensation or extension is automatic.
- Furnish and deliver three approved pumps, rail-flange/pull-up components, lifting hardware, one new stainless-steel pull cable/assembly, power/control cable as required, fasteners, gaskets, splice kits, connectors, and incidental materials.
- Install two pumps at Basin A and one pump at Basin C at the locations identified by District staff. Align, fasten, connect, and seal all mechanical interfaces.
- Reconnect power, controls, and required protective devices. Identify and price all connection adaptations necessary for the proposed base equipment. Clearly describe any needed control-panel replacement or material redesign as a dependency, with separate supporting scope and price. The District will not award an installation that depends on undefined or unauthorized design work.
- Perform manufacturer-recommended checks, insulation/resistance testing as applicable, rotation verification, startup, operational testing, alarm/control verification, and wet testing under available site conditions.
- Correct leaks, vibration, abnormal noise, control faults, alignment, and installation deficiencies before requesting acceptance.
- Restore disturbed surfaces and systems; remove debris and foreign object debris daily; leave the site clean and operational.
- Provide closeout documents and a one-hour onsite orientation for District maintenance staff covering safe removal, installation, alarms, routine inspection, and warranty contacts.

2.4 Submittals

Timing	Required submittal
With proposal	Technical proposal, including Basin C installation access and water-level assumptions; product data and pump curves; selection basis; assumptions; price; delivery; warranty; three references
Within 10 days after execution	Shop drawings/data sheets; pump curves; motor/electrical data; rail/discharge details; cable lengths; warranty; delivery schedule
Before field work	Insurance endorsements; bonds; safety plans; lift/rigging plan; outage sequence; removal and delivery plan for the two existing Basin A pumps; qualified-person information
At startup	Manufacturer startup checklist, electrical test results, operational test record, and deficiency list

Timing	Required submittal
Before final payment	As-installed data, serial numbers, O&M manuals, warranties, training record, delivery record for removed equipment, disposal receipts for Contractor waste, certified payroll compliance, lien releases, and final invoice

2.5 Safety, security, and operations

- Comply with all applicable Cal/OSHA requirements, including injury and illness prevention, electrical safety, lockout/tagout, fall protection, rigging/crane safety, and permit-required confined spaces when applicable.
- The contractor controls its means, methods, sequencing, and safety and must provide competent and qualified persons. District review does not transfer safety responsibility.
- Coordinate all outages and access at least 72 hours in advance. Do not interrupt drainage capability, power, controls, roads, tenant access, or airport operations without written District authorization.
- Identify proposed cranes and other tall temporary equipment, including location, maximum height, and duration, with the proposal to the extent known and promptly update this information as the lifting plan is developed. The District will determine whether FAA notice is required under 14 CFR Part 77. If notice is required, allow for filing at least 45 calendar days before the proposed construction or alteration, unless a regulatory exception applies. Do not erect or use tall equipment until the District authorizes it in writing. Account for this process in the proposed schedule.
- Comply with District badging, escort, gate, vehicle, foreign-object-debris, and restricted-area rules. Include related labor and administrative cost in the proposal.
- Immediately report spills, damage, unsafe conditions, and unexpected hazardous materials. Stop affected work until the District authorizes resumption.

2.6 Schedule and acceptance

The contractor must submit shop drawings within 10 calendar days after contract execution and deliver approved equipment within the guaranteed delivery period stated in the Proposal, not to exceed 180 calendar days unless changed by addendum before proposals are due. The District will issue the Field Notice to Proceed when equipment and prerequisites are ready. Final completion is due within 30 calendar days after the Field Notice to Proceed.

Acceptance requires successful operation of all three pumps and connected controls against the performance and test criteria incorporated into the Agreement before award. Include the proposed hydraulic operating range, electrical loading, control/alarm checks, and method of measuring performance in the proposal. Final acceptance also requires correction of deficiencies, closeout documents, and written District acceptance. Use, testing, or partial operation is not acceptance.

2.7 Warranty

The contractor warrants that labor and materials are new, of good quality, conform to the contract, and are free of defects. The contractor must correct covered defects reported within one year after final acceptance and must pass through all longer manufacturer warranties. Emergency response for a warranty condition that disables a basin pump must begin within one business day after notice.

3. Proposal Forms and Required Certifications

SUBMIT ALL ITEMS

Submit the technical proposal, signed forms, equipment data, and bid security as one complete proposal package. Do not submit the sample Agreement or blank bond forms.

3.1 Proposal submission checklist

- ☐ Signed Proposal and Price Schedule
- ☐ Proposer information, California license number(s), and DIR registration number
- ☐ Acknowledgment of all addenda
- ☐ Guaranteed delivery period and named pump manufacturer/model
- ☐ Technical proposal with equipment data, selection rationale, assumptions, and proposed acceptance tests
- ☐ Three relevant references
- ☐ Subcontractor List
- ☐ Noncollusion Declaration
- ☐ Workers' Compensation Declaration
- ☐ Bid security of at least 10%

3.2 Proposal

To the Board of Directors of the Santa Maria Public Airport District:

The undersigned proposer has examined the RFP, addenda, site conditions made available by the District, and applicable laws and proposes to furnish all labor, equipment, materials, supervision, bonds, insurance, taxes, permits, and incidentals necessary to complete the Work for the total base proposal price stated below. The proposer agrees that this proposal remains irrevocable for 60 calendar days after the proposal deadline and, if awarded, to execute the Agreement and furnish required bonds and insurance within 10 calendar days after notice of award.

Price item	Amount
1. Three approved pump assemblies and manufacturer accessories	\$ _____
2. Removal, rigging, and delivery of the two existing Basin A pumps to the District-designated location	\$ _____
3. Mechanical installation and electrical/control reconnection	\$ _____
4. Startup, testing, training, and closeout	\$ _____
5. Taxes, freight, permits, insurance, bonds, and all incidentals	\$ _____
TOTAL BASE PROPOSAL PRICE	\$ _____

Total base proposal price in words:

_____ dollars.

In case of discrepancy, the sum of the item amounts governs if the intended price is clear; otherwise, the amount written in words governs over figures. The District may reject an ambiguous proposal.

Schedule / equipment declaration	Proposer response
Pump manufacturer and model offered	_____
Technical proposal and assumptions	☐ Attached under Section 3.9
Guaranteed delivery after approved submittal	_____ calendar days (maximum 180)

Schedule / equipment declaration	Proposer response
Field installation after Field NTP	30 calendar days
Manufacturer warranty	_____ years / description attached

3.3 Proposer information and certification

Field	Proposer response
Legal name	_____ —
Entity type / state	_____ —
Address	_____ —
Contact / title	_____ —
Phone / email	_____ —
California license no. / classification	_____
DIR registration no. / expiration	_____
Public Purchase plan-holder name	_____
Addenda acknowledged	No(s). _____
Bid security	☐ Bid bond ☐ Cashier's check ☐ Certified check Amount \$ _____

The proposer certifies that it reviewed the available site information and addenda, is properly licensed and DIR-registered, disclosed assumptions and exceptions in its technical proposal, can furnish the required bonds and insurance, and has authority to submit this proposal.

Authorized signature

Printed name / title: _____ Date: _____

Proposer References and Subcontractor List

3.4 Similar-project references

List three projects completed within the last five years involving comparable submersible pump replacement, lift-out systems, industrial electrical work, or public works.

Reference 1	Proposer response
Owner / project	
Contact / phone / email	
Contract value / completion date	
Scope and pump type	

Reference 2	Proposer response
Owner / project	
Contact / phone / email	
Contract value / completion date	
Scope and pump type	

Reference 3	Proposer response
Owner / project	
Contact / phone / email	
Contract value / completion date	
Scope and pump type	

3.5 Subcontractor List

List every subcontractor required by Public Contract Code section 4104: each subcontractor that will perform work exceeding one-half of 1% of the prime contractor's total proposal. State one subcontractor for each listed portion of work. Attach additional pages in the same format if needed.

Portion of work	Subcontractor / business location	CA license no.	DIR registration no.

☐ No subcontractor is required to be listed under Public Contract Code section 4104.

Authorized signature certifying this list

Required Proposal Declarations

3.6 Noncollusion Declaration

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding.

The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true.

The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

Printed name / title: _____

3.7 Workers' Compensation Declaration

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature

Printed name / title: _____ Date: _____

3.8 Eligibility and accuracy certification

The proposer certifies that it and its proposed subcontractors are not ineligible, suspended, or debarred from public works; that the license, DIR, experience, and schedule information is accurate; and that it will notify the District immediately if any material fact changes before award.

Signature

Printed name / title: _____ Date: _____

3.9 Technical Proposal

Attach a narrative organized under the headings below. Limit the narrative to 12 pages; product sheets, curves, reference forms, and required certifications are additional. Include a base solution for all three pump positions. An assessment-only offer is not responsive.

A Recommended equipment

Identify manufacturer and model for each pump position, proposed hydraulic operating range, motor and power needs, solids-handling suitability, materials, protective devices, and lifting/discharge arrangement. Attach manufacturer data and curves. Explain why the recommendation fits the available site information; identify the supporting manufacturer or qualified technical resource.

B Existing conditions and assumptions

List observations, records relied on, conditions still unknown, and each pricing assumption. Address electrical service, controls, hazardous-location suitability, wet-well dimensions, rails/flanges, discharge, cable lengths, access, and existing operating requirements. Explain required verification, who performs it, when it is needed, and its price effect. State whether the base proposal can be performed within existing infrastructure without material redesign.

C Installation and testing

Describe removal and delivery of the two existing Basin A pumps, Basin C installation access and water-level assumptions, rigging, adapters, electrical/control connections, safety responsibilities, outages, temporary protection of drainage operations, and restoration. Propose measurable acceptance tests, including pump operation, loading, leaks/vibration, and control/alarm response, with methods and criteria to be incorporated before award.

D Qualifications and schedule

Identify the project manager, field supervisor, key trades, proposed subcontractors, and relevant experience. Provide three references and manufacturer/service support. State guaranteed lead time, the installation sequence, and the basis for meeting the completion period.

E Price warranty and exceptions

Complete the base Price Schedule, including all necessary connection adaptations and incidental work. List optional improvements separately. Identify warranty duration, response arrangements, parts availability, training, and all exceptions. If the price depends on unresolved material conditions, disclose the dependency rather than presenting it as an unconditional offer.

No equipment order or field installation may proceed until the executed Agreement, approved equipment submittals, required bonds/insurance, and applicable notice to proceed are in place. If substantial engineering or infrastructure redesign is necessary, the District will establish the lawful procurement and approval path before authorizing it.

4. Sample Public Works Agreement

The final agreement is subject to Board approval and completion of the award documents.

This Public Works Agreement (Agreement) is entered into between the Santa Maria Public Airport District, a California public airport district (District), and _____, a _____ (Contractor), effective on the date signed by the District.

4.1 Contract documents

The contract consists of this Agreement; issued addenda; the RFP, including Instructions, Technical Scope, forms, and bond requirements; Contractor's accepted Proposal; Board award; notices to proceed; approved submittals; and written change orders. The documents are complementary. No oral statement changes the contract. Section 6, Airport Civil Rights Contract Provisions, is expressly incorporated. Only expressly accepted proposal assumptions and performance criteria form part of the Agreement; attach the accepted technical proposal and clarification schedule at execution.

4.2 Scope

Contractor shall provide all labor, equipment, materials, supervision, transportation, permits, testing, and incidentals needed for the complete Work described in the contract documents. Contractor controls construction means, methods, sequencing, and safety and shall coordinate operations with the District. The awarded scope includes all three pump replacements and the approved technical solution. No stand-alone engineering assessment or material infrastructure redesign is authorized unless separately procured and approved as required by law.

The two existing Basin A pumps, motors, cables, and rails removed under the Work remain District property and shall be delivered to the location the District designates. The existing Basin C pump was retrieved by the District before issuance and is excluded from the Work. Contractor shall dispose of its own packaging, debris, and waste. Any District-directed change to this work requires a written change order under this Agreement.

4.3 Contract price

The District shall pay Contractor a lump sum not to exceed \$_____, subject only to authorized written change orders. The price includes all taxes, freight, bonds, insurance, overhead, profit, and incidentals. The District owes no deposit or advance payment.

4.4 Time

Contractor shall submit required shop drawings within 10 calendar days after execution, deliver approved equipment within _____ calendar days after submittal approval, and achieve final completion within 30 calendar days after the Field Notice to Proceed. Time is of the essence. Contractor shall promptly give written notice of a claimed excusable delay and supporting facts.

4.5 Payment and retention

Contractor may submit monthly progress applications supported by invoices, stored-material documentation approved by the District, certified payroll compliance, and conditional releases. The District may withhold amounts reasonably necessary for defective or incomplete work, claims, missing documents, noncompliance, or good-faith disputes. The District will retain 5% from each progress payment and from the contract price, subject to Public Contract Code section 7201. Final payment is due after final acceptance, closeout, and applicable statutory periods.

Prompt payment (summary of Public Contract Code section 20104.50): The District will review each payment request as soon as practicable after receipt. A request that is not proper will be returned as soon as practicable, and no later than seven days after receipt, with a written statement of the reasons. The District will pay an undisputed, properly submitted progress payment request within 30 days after receipt or pay interest at the legal rate under Code of Civil Procedure section 685.010(a); the 30 days is reduced by any days beyond seven the District takes to return an improper request.

4.6 Securities in lieu of retention

At Contractor's written request and expense, Contractor may substitute securities for retention or have retention paid to a qualified escrow agent under Public Contract Code section 22300. Eligible securities, escrow, beneficial ownership, interest, releases, and District draw rights shall comply with that section. The District will provide a statutory-form escrow agreement upon request.

4.7 Bonds

Within 10 calendar days after notice of award and before commencing any contract work, Contractor shall furnish a performance bond and payment bond, each for 100% of the contract price, executed by an admitted surety authorized in California and using District-approved forms. The payment bond is required by Civil Code section 9550. Bonds remain effective through warranty obligations as stated in the forms.

4.8 Insurance

Before work and throughout the Agreement, Contractor shall maintain: commercial general liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate; automobile liability of at least \$1,000,000 combined single limit; workers' compensation as required by law; and employer's liability of at least \$1,000,000 each accident, disease-policy limit, and disease-each employee. The Santa Maria Public Airport District and its Board, officers, employees, agents, and volunteers shall be additional insureds for ongoing and completed operations on primary and noncontributory terms. Contractor shall provide waiver-of-subrogation endorsements where commercially available and legally permitted. Coverage shall be from insurers acceptable to the District and may be met by umbrella/excess insurance.

4.9 Changes

Only the District's authorized representative may direct a change. A change affecting price or time must be documented by written change order signed by both parties before the changed work, except a written emergency directive may require immediate action. Contractor waives compensation for unauthorized work. Contractor shall provide itemized labor, equipment, material, subcontractor, overhead, profit, and time support.

4.10 Compliance with law

Contractor shall comply with all applicable federal, state, and local laws, permits, orders, and safety requirements. Contractor and subcontractors shall maintain required California licenses and DIR registration. Contractor shall not discriminate unlawfully and shall comply with airport access, security, vehicle, badging, escort, and foreign-object-debris requirements.

4.11 Prevailing wages and payroll

The Work is public work subject to Labor Code sections 1720 through 1861. Contractor shall pay not less than applicable prevailing wages, including required increases, overtime, holidays, travel, and subsistence; keep and furnish certified payroll records under section 1776; comply with apprenticeship requirements under section 1777.5; comply with eight-hour-day and overtime requirements under sections 1810 through 1815; post required notices; and ensure all tiers comply. The section 1813 penalty is \$25 per worker for each calendar day of a violation. Contractor is responsible for penalties and underpayments attributable to Contractor or its subcontractors to the extent provided by law. Labor Code section 1776 is incorporated as a contract stipulation. Each contractor and subcontractor shall maintain accurate certified payroll records, make them available as that section requires, identify the records location, notify the District of location changes within five working days, and comply within ten days after written requests. Statutory penalties and withholding apply to noncompliance. The project is subject to DIR compliance monitoring and enforcement.

4.12 DIR project administration

The District will register the project with DIR within 30 days after award and no later than the first day workers are employed. Contractor shall provide information needed for project registration and shall submit certified payroll and other labor-compliance information through the method required by DIR and the District.

4.13 Safety and protection

Contractor is solely responsible for jobsite safety and for protecting workers, the public, airport operations, utilities, property, and the Work. Contractor shall prepare and enforce required safety programs, lockout/tagout, qualified-electrical, confined-space, rigging, and lift procedures. Contractor shall stop affected work and notify the District after any injury, spill, damage, unexpected hazardous material, or unsafe condition.

4.14 Indemnity

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the District and its Board, officers, employees, agents, and volunteers from claims, damages, losses, penalties, and expenses, including reasonable attorney fees, arising from the Work or Contractor's acts or omissions, except to the extent caused by the active or sole negligence or willful misconduct of an indemnified party or otherwise prohibited by Civil Code section 2782. Contractor's duty to defend applies upon tender to the extent permitted by law and is independent of insurance.

4.15 Warranty and correction

Contractor warrants the Work for one year after final acceptance and shall pass through longer manufacturer warranties. Contractor shall promptly investigate and correct covered defects at no cost. If Contractor fails to respond within a reasonable time, the District may correct the condition and recover its reasonable cost, without limiting other remedies.

4.16 Inspection and acceptance

The District may inspect and test the Work but does not supervise Contractor's means or safety. Contractor shall uncover or retest work when reasonably requested. Use or partial operation is not acceptance. Final acceptance requires successful testing, completion of punch-list items, closeout documents, and written District acceptance.

4.17 Suspension and termination

The District may suspend work for safety, operational need, noncompliance, or convenience. The District may terminate for cause after written notice and opportunity to cure when appropriate, or terminate for convenience by written notice. For convenience termination, Contractor is entitled to payment for accepted work and reasonable, documented closeout cost, but not anticipated profit on unperformed work. District remedies are cumulative.

4.18 Records and audit

Contractor shall maintain contract, payroll, cost, subcontract, testing, and closeout records for at least four years after final payment, or longer if required by law or a pending claim, and shall provide reasonable access to the District and authorized public agencies. Public records will be handled under applicable law.

4.19 Assignment and subcontracting

Contractor may not assign the Agreement without the District's written consent. Subcontracting does not relieve Contractor of responsibility. Substitution of a listed subcontractor is governed by the Subletting and Subcontracting Fair Practices Act.

4.20 Independent contractor

Contractor is an independent contractor and has no authority to bind the District. Contractor is responsible for its personnel, payroll, taxes, supervision, and benefits.

4.21 Notices

Formal notices shall be in writing and delivered personally, by recognized overnight service, or by certified mail to the addresses below, with a courtesy electronic copy when available. Routine project communications may occur through Public Purchase before award and through the District's designated representative after award.

4.22 Governing law and venue

California law governs. Venue for litigation shall lie in Santa Barbara County, California. Before litigation, the parties shall follow applicable statutory and contractual claim procedures.

4.23 Entire agreement; severability

The contract documents are the entire agreement and supersede prior negotiations. A waiver must be written. If a provision is unenforceable, the remainder remains effective. Electronic and counterpart signatures are permitted.

4.24 Statutory antitrust assignment

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

4.25 Public Contract Code section 9204 claim summary

- A claim is a separate written demand sent by registered or certified mail, return receipt requested, seeking a time extension, payment of money or damages not otherwise expressly provided, or payment of a disputed amount.
- The District will reasonably review the claim and, within 45 days after receipt unless mutually extended, provide a written statement identifying disputed and undisputed portions. If governing-body approval is needed and the Board does not meet within that period, the District has up to three days after the next duly noticed meeting.
- The District will pay an undisputed amount within 60 days after its written statement. If Contractor disputes the response or the District fails to respond on time, Contractor may demand an informal meet-and-confer conference by registered or certified mail. The District will schedule the conference within 30 days.
- Within 10 business days after the conference, the District will identify remaining disputed and undisputed portions and pay newly undisputed amounts within 60 days of that statement. Remaining disputes proceed to nonbinding mediation, with costs shared equally. The parties shall agree on a mediator within 10 business days after written identification of the dispute; failing agreement, each selects a mediator and those mediators select a neutral, with each party paying its own selector. Unresolved matters proceed under applicable law.
- Untimely District response deems the claim rejected but is not an adverse finding on the merits. Late required payments bear 7% annual interest. Contractor must present properly supported subcontractor claims when required by the statute and respond to a subcontractor request within 45 days.
- This summary is intended to satisfy Public Contract Code section 9204(e). The full statute controls. Rights under the statute may not be waived except as the statute permits.

4.26 Public Contract Code sections 20104 through 20104.6 claim summary

- For claims of \$375,000 or less: the claim must be in writing, include the documents needed to support it, and be filed on or before the date of final payment. For a claim under \$50,000, the District responds in writing within 45 days, or within 30 days requests more documentation; for a claim over \$50,000 and up to \$375,000, within 60 days, or within 30 days requests more documentation. If Contractor disputes the response, or the District does not respond in time, Contractor may demand an informal meet-and-confer conference within 15 days, which the District schedules within 30 days.
- If the claim remains in dispute, Contractor may file a claim under the Government Claims Act (Government Code section 900 and following), with the filing period tolled during this process. Civil actions on these claims are subject to the mediation and judicial arbitration procedures of section 20104.4, and section 20104.6 governs payment of undisputed amounts and interest. This article does not apply to tort claims. Section 9204 applies notwithstanding this article; the statutes control over these summaries.

Agreement Signature Page

By signing below, each party represents that its authorized representative has approved and executed the Agreement and all incorporated contract documents.

SANTA MARIA PUBLIC AIRPORT DISTRICT	CONTRACTOR
By: _____ Name/title: _____ Date: _____ Board approval date: _____ District project manager: _____ President, Board of Directors (Public Utilities Code section 22436): _____ Countersigned, Secretary (Public Utilities Code section 22438): _____	Legal name: _____ By: _____ Name/title: _____ Date: _____ CSLB license no.: _____ DIR registration no.: _____

District notice address: 3217 Terminal Drive, Santa Maria, CA 93455. Contractor notice address and email:

5. Bond Forms

For each bond, attach the surety's current power of attorney and all required acknowledgments.

5.1 Bid Bond

KNOW ALL PERSONS BY THESE PRESENTS: The undersigned Bidder, as Principal, and _____, as Surety, are held and firmly bound to the Santa Maria Public Airport District, as Obligee, in the penal sum of ten percent (10%) of Principal's total bid for the Sump Pump Replacement and Installation project, for payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

If the Principal is awarded the contract and, within the time required, executes the Agreement and furnishes the required performance bond, payment bond, and insurance, this obligation is void. Otherwise, Surety shall pay the Obligee the penal sum as liquidated damages, subject to applicable law. Surety waives any requirement that the Obligee first proceed against Principal.

PRINCIPAL	SURETY
Name: _____	Name: _____
By: _____	By: _____
Title: _____	Attorney-in-fact: _____
Date: _____	Date: _____

5.2 Performance Bond

Principal: _____ Surety: _____

Contract amount / penal sum: \$ _____ Project: Sump Pump Replacement and Installation

Principal and Surety are jointly and severally bound to the Santa Maria Public Airport District in the penal sum above for the faithful performance of the Agreement, including approved changes, correction of defective work, warranties, and obligations surviving final payment. If Principal promptly and faithfully performs all obligations, this bond is void; otherwise it remains in full force. Surety's obligation shall not be impaired by changes, extensions, or forbearance, notice of which Surety waives to the extent permitted by law. Upon default and notice, Surety shall promptly perform, arrange completion, or pay the District's covered loss, up to the penal sum.

PRINCIPAL	SURETY
Name: _____	Name: _____
By: _____	By: _____
Title: _____	Attorney-in-fact: _____
Date: _____	Date: _____

5.3 Payment Bond

Principal: _____ Surety: _____

Contract amount / penal sum: \$ _____ Project: Sump Pump Replacement and Installation

Principal and Surety, an admitted surety insurer, are jointly and severally bound to the Santa Maria Public Airport District for 100% of the total contract amount stated above. If Principal or a subcontractor fails to pay a person authorized by Civil Code section 9100, amounts due under the Unemployment Insurance Code for work or labor, or amounts required to be deducted, withheld, and paid to the Employment Development Department under Unemployment Insurance Code section 13020, Surety shall pay those amounts up to the penal sum, together with reasonable attorney fees fixed by the court in an action to enforce this bond. This bond is conditioned on payment in full and benefits every person authorized under section 9100 and their assigns, who may sue on this bond. It is issued under Civil Code sections 9550–9566. Changes, extensions, or forbearance do not discharge Surety to the extent permitted by law.

PRINCIPAL	SURETY
Name: _____	Name: _____
By: _____	By: _____
Title: _____	Attorney-in-fact: _____
Date: _____	Date: _____

6. Airport Civil Rights Contract Provisions

This section forms part of the Agreement and applies to the Contractor and subcontractors. "Sponsor" means the Santa Maria Public Airport District. These airport obligations apply irrespective of the District funding of this project.

6.1 General civil rights provisions

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, creed, sex, 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.

The above provision binds the Contractor and subcontractors from the proposal solicitation period through the completion of the contract.

6.2 Title VI list of pertinent nondiscrimination acts and authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 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);
- 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) including amendments thereto;
- 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);
- 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (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);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- 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).

6.3 Compliance with nondiscrimination requirements

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
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 the Sponsor 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 the Sponsor 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, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor 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 the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Source: FAA, *Required Contract Provisions*, March 17, 2026, §§ A4.3.1–A4.3.2, A5.3.1, A5.4.1–A5.4.2. [FAA provisions](#)