



Every Student Matters, Every Moment Counts

Morton School District #214

Home of the Timberwolves!

PO Box 1219 • Morton, WA, 98356

p: 360-496-5300 • f: 360-496-5399

www.morton.k12.wa.us



@MortonSchoolDistrict214

@MSD21214

Morton Jr/Sr High School

152 Westlake Ave • Morton, WA 98356

p: 360-496-5137 • f: 360-496-6035

Morton Elementary School

400 Main Ave • Morton, WA 98356

p: 360-496-5143 • f: 360-496-0327

I. NOTICE OF REQUEST FOR PROPOSALS FOR FIELD IRRIGATION

The Morton School District is accepting written field irrigation proposals from qualified contractors to provide obtain the proper permits and install the irrigation to the District's football field based on plans already on file with the district..

Obtain detailed specifications from and file proposals with:

John Hannah, Superintendent
Morton School District
152 Westlake Avenue
Morton, WA 98356

Sealed proposals must be received no later than 11:00 AM 11/27/2019. Proposals received after scheduled closing cannot be considered.

The LEA reserves the right to accept any proposal that it deems most favorable to its interests. It also reserves the right to waive any informalities and irregularities and reject any and/or all proposals or any portion of any proposal submitted which in their opinion is not in the best interest of the LEA.

A pre-bid conference will be held on 1:00 PM 11/13/2019 at the address listed above. Each bidder is limited to a maximum of two representatives. Attendance at the pre-bid conference is required if you wish to submit a proposal. The purpose of this conference is to answer questions related to our field irrigation.

No bidder may withdraw or alter his proposal after the time set for opening thereof, unless award of contract is delayed for a period of more than forty-five (45) days from the date of opening.

II. TERMS AND CONDITIONS

A. INTRODUCTION

The Request for Proposal (RFP) is intended to provide bidders with the opportunity to present their qualifications and approach clearly and succinctly, while providing the LEA with comparable information from each bidder.

B. TIMELINE

The Morton School District does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated youth groups. The following employees have been designated to handle questions and complaints of alleged discrimination: Title IX Coordinator/ADA Coordinator/Civil Rights Compliance Coordinator and Superintendent John Hannah, 152 Westlake Avenue, Morton, WA, 98356, 360-496-5300, jhannah@morton.k12.wa.us, or Section 504 Coordinator Becky Brooks, 152 Westlake Avenue, Morton, WA, 98356, 360-496-5137, bbrooks@morton.k12.wa.us

Proposed Schedule:

RFP Publish	Determined by LEA	10/30/2019
Pre-Bid Conference	Two Weeks Later	11/13/2019
Proposals Due	Four Weeks Later	11/27/2019
Proposals Opened	One Week Later	12/4/2019
Notification of Successful Proposal	Five Days Later	12/9/2019
Board Approval of Selected Proposal	Two Days Later	12/11/2019

C. GENERAL INFORMATION

The LEA reserves the right to:

1. Amend the RFP.
2. Extend the deadline for submitting proposals.
3. Decide whether a proposal does or does not substantially comply with the requirements of this RFP.
4. Waive any minor irregularity, informality, or nonconformance with this RFP.
5. Obtain or provide references to other public agencies, upon request, regarding the contractor's past performance.
6. At any time prior to the contract execution (including after announcement of the successful contractor):
 - a. To reject any proposal that fails to substantially comply with all prescribed RFP requirements and procedures.
 - b. To reject all proposals received and cancel this RFP if there is good cause to do so and it is in the best interests of the LEA.

ALL CONTRACTORS WHO SUBMIT A RESPONSE TO THIS RFP UNDERSTAND AND AGREE THAT THE LEA IS NOT OBLIGATED TO AWARD A CONTRACT NOR HAVE ANY FINANCIAL OBLIGATION TO ANY CONTRACTOR. IN ADDITION, EACH CONTRACTOR UNDERSTANDS AND AGREES THAT THE LEA IS NOT RESPONSIBLE FOR ANY COSTS INCURRED IN SUBMITTING A RESPONSE TO THIS RFP.

D. ADDENDA

If any part of this RFP is amended, addenda will be provided to all contractors who received the initial RFP. Once the proposal due date has passed, addenda will be provided to all contractors who submitted a proposal.

E. SUBMISSION OF PROPOSALS

Each contractor must comply with the following requirements for preparing and submitting proposals. The LEA reserves the right to eliminate from consideration any proposal that does not comply with the following guidelines:

1. Proposal must be submitted in the name of the legal entity registered with the Corporations Division of the Washington Secretary of State's Office to do business in the State of Washington or as an independent contractor.
2. Proposal and price information must be submitted only on white, letter-size paper.
3. Proposal shall be typed but without expensive art work, unusual printing, or other material not essential to the utility and clarity of the proposal.
4. Proposal should have a title page listing all contact information.

5. Three copies of the proposal must be submitted in sealed packages or envelopes. All packages or envelopes must be marked clearly with "RFP -- Field Irrigation," along with the date and time for opening.
6. At least one copy of the proposal must bear an original date and signature by the contractor or a legally authorized representative.
7. The LEA will not accept oral, electronic or facsimile proposals.
8. Each proposal, including pricing information, must be received by 11/27/2019. Late proposals or modifications will not be accepted.

F. ACCEPTANCE OF CONTRACTUAL REQUIREMENTS

Contractor must include in their cover letter a statement accepting all terms and conditions included herein.

G. PROPOSAL COSTS

The contractor shall bear all costs, directly or indirectly related to preparing a proposal, presentations, supplements, and/or clarifying a bid as required by the LEA.

H. PUBLIC RECORDS

This RFP and one copy of each proposal received in response to it, together with copies of all documents pertaining to the award of a contract, shall be kept by the LEA and made part of a file or record, which shall be open to public inspection. If a proposal contains any information that is considered a trade secret, the LEA, upon written request by the contractor, shall exempt from public inspection and copying such proprietary data, trade secrets, or other information contained in the bidder's proposal that relate to the bidder's unique methods of conducting business or of determining prices or premium rates to be charged for services under terms of the proposal (RCW 41.05.026). Each sheet of such information shall be marked with the following caption:

"This data constitutes a trade secret and shall not be disclosed except in accordance with the Washington State Public Records Laws."

Sheets containing trade secret information must not contain any non-trade secret material. A violation of this requirement shall result in the entire sheet being subject to public disclosure. The LEA will not be held liable in the disclosure of trade secret material, especially when it is not properly marked or separated from non-trade secret material.

I. INVESTIGATION OF REFERENCES

The LEA reserves the right to investigate any contractor's references and past performance with respect to its successful completion of similar projects, compliance with contractual obligations and specifications, and lawful payments to suppliers, contractors, and workers. The LEA may postpone awarding or executing the contract until the investigation is completed. The LEA reserves the right to reject any or all proposals at any time prior to the execution of a contract.

J. RECYCLED PRODUCTS

Contractors shall use recycled products to the maximum extent economically feasible in the performance of the contract work set forth in this document when feasible.

K. PROPOSAL MEETING AND SITE VISIT

The scheduled proposal meeting and site visit is a contractor’s only opportunity to visit the sites.

L. PROPOSAL EVALUATION PLAN

The LEA shall thoroughly review and subject proposals to an impartial evaluation. The LEA shall prepare an evaluation plan prior to the receipt of any proposals. The plan shall include:

1. Information on the evaluation team – the size and the names of team members.
 - a. Size – Four (4) member
 - b. Members:
 - i. John Hannah, Superintendent
 - ii. Stacy Merriman, Grounds/Maintenance Supervisor
 - iii. Brandie Dantine, Business Manager
 - iv. Pat Saldaña, Board Chair
2. Scoring system – used to evaluate the proposals. This would include the standards to be applied, the relative ranking of each standard, and how the score will be calculated, i.e., the sum of the individual team scores or an average of the total team score.

Rating System	Factor Number	Factor Description
50	1	Financial pro forma; proposed amount of the management fee; projected overall program financial results.
50	2	Contractor experience, ability, responsibility and work record in installation of irrigation systems.
50	3	References of present and prior school contracts in the State of Washington.
150		Total Points

3. Ancillary materials – includes development of scoring sheets, composite scoring forms, and any other forms or letters that may be needed. The scoring sheets should contain the evaluation criteria, standards to be applied, scoring columns, and room for comments.

The individuals who will be evaluating the proposals should have sufficient knowledge of the goals of the LEA, experience with the scope of work, financial management experience and experience in evaluating proposals.

M. POST-SELECTION REVIEW

Competing contractors shall be notified in writing of the selection of the apparent successful contractor and afterwards, shall be given seven (7) calendar days to review the RFP file and evaluation report at the LEA office. Any questions or concerns about the selection process must be in writing and must be delivered to:

John Hannah, 152 Westlake Avenue, Morton, WA, 98356
jhannah@morton.k12.wa.us

The LEA will promptly respond to contractor questions or concerns. The decisions of the LEA are final.

III. REQUIRED MATERIALS CONSTITUTING A RESPONSIVE PROPOSAL

A. MANDATORY ITEMS

Items one through six (1-6) are to be submitted with all proposals. Proposals not containing all applicable items will be rejected.

1. **Cover Letter.** The Contractor must submit a cover letter, which contains a brief explanation of the features of the proposal. The Contractor must include the email address, telephone and facsimile numbers of an authorized representative. The cover letter should acknowledge receipt of any amendments or modifications to the RFP. Include the **General Information** form with cover letter.
2. **Certificate of Suspension and Debarment (Appendix A).**
3. **Certification of Clean Air and Water (Appendix B).**
4. **Certification Regarding Lobbying (Appendix C).**
5. **Affirmative Action Contract Compliance Statement (Appendix D).**
6. **Performance Bond.** The interested contractor must be willing to provide a performance bond based on the full amount of the pro forma statement should the contract be awarded. A statement from an acceptable bonding or surety company must be included with the submittal data. Acceptable bonding company will have a Best's rating of "A" or better and must be licensed to conduct business in the state of Washington.

The contractor shall, within ten (10) calendar days after receipt of the prepared contract and before commencing the work hereunder, furnish a corporate performance bond as described above. The contract shall not be binding until such bond is so furnished and approved by the LEA; and, if not so furnished within ten (10) days, the LEA may, at its option, determine that the contractor has abandoned the contract.

7. **Certificate of Insurance.** Contractor shall maintain, as a direct cost of operation, the following minimum insurance coverage while performing services hereunder. The policy(s) will provide for at least thirty (30) days written notice of cancellation or material alteration of coverage to be given to the LEA. The LEA shall receive, on the effective date of the Contract, a certificate(s) of insurance verifying the coverage and naming the LEA as co-insured.
 - a. Comprehensive General Liability with Bodily Injury and Property Damage limit of \$1,000,000 per occurrence/aggregate. This will include coverage for all premises, Contractual Liability, Personal Injury Liability, and Products/Completed Operation Liability.
 - b. Worker's Compensation insurance to cover the employees.

IV. **SCOPE OF WORK**

OVERVIEW

Installation of a high-efficiency, automated irrigation system on the stadium football field with the following inclusions:

1. Supply all labor, equipment, and materials to install a high-efficiency, automated irrigation system.
2. Work with public and private utility locates before trenching.
3. Verify pressure and flow levels are adequate for the design.
4. New mainline to be extended from existing mainline, provided existing mainline is located at or near the existing controller, outside the track to the Northwest, as indicated. Mainline is expected to be 3" or larger and functional (providing more than ninety (90) gallons per minute at a minimum of sixty-five (65) PSI.
5. Install 10 zones using Hunter I-40 Opposing Nozzle sprinkler heads (standard I-40 heads from edge zones); Sprinklers to be spaced to achieve even coverage according to nozzle selection and operating

pressure. All heads to be installed with commercial grade, gasketed swing joint assemblies. All lateral piping to be sized to limit water velocity to five (5) feet per second or less, and to be installed no less than 18 inches deep (to top of pipe). 14-gauge blue tracer wire for locating to be installed in all pipe runs.

6. Install 10 Hunter ICV electric solenoid zone control valves in large valve enclosures. Each valve to be installed with threaded unions and brass ball valves for easy maintenance.
7. Install one (1) Baseline 1000X Controller utilizing 2-wire decoders. 100 zone capacity, and features access/operation, soil moisture and weather adjusted schedules. Installation of a flow sensor will provide flow monitoring and management.
8. Install one (1) flow sensor that is compatible with controller that will provide flow monitoring and management.
9. Cleanup of construction related debris/garbage.
10. Test and ensure system operates as intended.
11. Provided an accurate legible As-Built drawing of new zones.

The District has an estimated cost for this project between \$87,000 to \$94,000.

GENERAL INFORMATION

(Double click on form to access)

BUSINESS STYLE OF CONTRACTOR

The party who submits this proposal and to whom the contract may be awarded is, and notice of acceptance should be mailed or delivered to:

NAME:

Legal name of person, firm or corporation submitting proposal.

Check One:

Corporation

Individual

Partnership

State of Washington, UBI Number

ADDRESS:

Street Address

City, State and Zip Code

PHONE NUMBER:

FAX NUMBER:

SIGNATURE:

Authorized Signature

Name Printed or Typed

Title

Date

PROPOSED SECURITY (As enclosed):

Proposal Bond Number

Amount

Certified Check Number

Amount

(Personal and Contractor checks are not accepted)

ADDENDA (TO BE COMPLETED ONLY IF ADDENDA ARE RECEIVED)

Receipt of addenda number(s) _____ is hereby acknowledged.

Contractor Name

Address:

Street Address

City, State and Zip Code

Phone

By:

Appendix A
Suspension and Debarment Certification

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$25,000.

U. S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, Section 3017.510, Participants' Responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Names(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the previous page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other

remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Appendix B
Clean Air and Water Certificate

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the Local Educational Agency (LEA) and Company (offeror) shall execute this Certificate.

NAME OF COMPANY

NAME OF LOCAL EDUCATION AGENCY

THE COMPANY AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan

Appendix C
Certification Regarding Lobbying Disclosure of Lobbying Activities
(Complete the form that is applicable.)

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier _____, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:	
Congressional LEA, if known: 6. Federal Department/Agency:	Congressional LEA, if known: 7. Federal Program Name/Description:	
8. Federal Action Number, if known:	CFDA Number, if applicable: _____ 9. Award Amount, if known: \$ _____	
10a. Name and Address of Lobbying Entity: (if individual, last name, first name, middle)	10b. Individuals Performing Services (include address if different from 10a.) (last name, first name, middle)	
11. Amount of Payment (check all that apply): \$ _____ ____ Actual ____ Planned	12. Type of payment (check all that apply): ____ a. retainer ____ b. one-time fee ____ c. commission ____ d. contingent fee ____ e. deferred ____ f. other; specify: _____	
13. Form of Payment (check all that apply): ____ a. cash ____ b. in-kind; specify: Nature _____ Actual _____	14. Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____	
15. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		

Attach Continuation Sheet(s) SF-LLL-A (if necessary)

Signature: _____
Print Name: _____
Title: _____
Telephone: _____
Date: _____

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Standard Form -- LLL

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A**

Reporting Entity: _____ **Page** _____ **of** _____

**INSTRUCTIONS FOR COMPLETION OF SF-LLL
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. If the space on the form is inadequate, use of SF-LLL-A Continuation Sheet for additional information. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional LEA, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional LEA, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made

(planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check type of payment. Check all that apply.

13. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment. Check all that apply. If other, specify nature.

14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. If yes, list number of sheets attached.

15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

The certifying official shall sign and date the form, print his/her name, title, and telephone number. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

Appendix D
AFFIRMATIVE ACTION CONTRACT COMPLIANCE STATEMENT

Contractors who desire to provide the _____ (LEA) with supplies and/or professional services must comply with the following affirmative action contract requirements. During performance of this contract, the Vendor agrees as follows:

1. Vendor agrees to comply with all Local, State, and Federal Laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
2. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration or employment without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
4. The Contractor will send to each labor union or representative or workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractors affirmative action commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Any Vendor who is in violation of these requirements, or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from _____ (LEA), or shall be subject to other legal action or action or contract cancellation unless a satisfactory showing is made that discriminatory practices, or noncompliance with applicable affirmative action programs, have terminated, and that reoccurrence of such acts is unlikely. This includes compliance with Section 503 and 504 of the Vocational Rehabilitation Act of 1973 and Section 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1974.

ACKNOWLEDGMENT: The Undersigned acknowledges that he/she has read and understands the foregoing.

SIGNATURE

DATE

CONTRACTOR NAME