

# Luna Community College

# **Request for Proposals for Human Resources Management Consultation**

**RFP 2012-LCC004** 

NOTICE

This Request for Proposal (RFP) is being issued pursuant to The New Mexico Procurement Code Sections 13-1-28 through 13-1-99 NMSA 1978, which imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

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#### LUNA COMMUNITY COLLEGE REQUEST FOR PROPOSAL

#### SECTION A

# 1.0 GENERAL INFORMATION

Luna Community College, hereafter referred to as LCC, is seeking proposals for Human Resource Management Expert with the ability to provide job descriptions analysis, conduct a job positioning on range schedule, review and provide input on revised pay range schedules, review an impact analysis, conduct an affirmative action practices evaluation, provide mechanisms for aging the pay range schedule based on formula based increases and conduct a market study for competitive salaries.

#### **1.1** General Instructions for Preparation of Proposal

LCC seeks written, responsible proposals from qualified offerors for a Consultant as stated above. Deadline for receipt of proposals is **June 7, 2012 at 2:00 P.M.** local time. Date and time will be stamped on the proposals by the Purchasing Office or designee. Proposals received later than this will not be considered. Additionally, proposals received via facsimile or other electronic means will not be considered.

This Request for Proposal (RFP) contains specific requests for information. However, in responding, offerors are encouraged to include in their proposals any additional information they believe relevant and valuable. Sales and general promotional material should <u>not</u> be included, specific product literature may be included. The proposal must be specific and must be responsive to the criteria set forth in this request.

Clarification of instructions, terms and conditions, insurance, and preparation or submission of proposals shall be made only by the Purchasing Office. Questions will not be accepted or answered by telephone. Questions must be submitted in writing and should be restricted to clarification and/or amplification of the RFP. Offerors should reference their questions to specific RFP sections, paragraphs and page numbers. Questions may be sent via electronic mail to mmartinez@luna.edu. All questions must be submitted no later than 4:00 p.m. on May 31, 2012. Questions and their answers will be sent to all recipients of the RFP.

Submit five (5) complete copies of your proposal in one sealed envelope, package, or box to:

Luna Community College Attention: Miguel Martinez, Purchasing Director RE: RFP 2012-LCC004 366 Luna Drive Las Vegas, NM 87701

Proposals are due June 7, 2012, by 2:00 P.M. Local Time.

NOTE: PROPOSALS SUBMITTED ELECTRONICALLY WILL NOT BE CONSIDERED.

Delivery: it is the sole responsibility of the Offeror to see that their proposal is delivered by the date and time specified in this RFP.

#### An electronic copy of this RFP may be obtained by sending a request to mmartinez@luna.edu.

Modification: the proposal may be modified or withdrawn prior to the established due date in accordance with the requirements of the New Mexico Procurement Code 13-1-1 <u>et seq</u>. NMSA 1984 Supp. Telegraphic or written modifications of proposals already submitted are acceptable. A late modification of an otherwise successful proposal, that makes its terms more favorable to LCC, will be considered at any time it is received.

Late Submission: any proposal received after the scheduled closing time for receiving proposals will not be considered and will be returned to the Offeror unopened.

Withdrawal: prior to award: proposals may be withdrawn at any time by written notice, telegram or in person by Offeror's authorized representative.

LCC reserves the right to reject any or all proposals, or any part thereof, and to waive any technicalities or informalities in the proposal if in the best interests of LCC. Incomplete proposals may result in dismissal of all or part of the response.

Each proposal must give the complete mailing address of the Offeror and must be signed by the Offeror with the Offeror's legal authorized signature. Proposals by partnerships must be signed by one of the members of the partnership or by an authorized representative. Proposals by corporations must be signed and sealed in the name of the corporation followed by the signature and title of the president, secretary or other person authorized to bind the corporation in the matter. The names of all persons signed should be typed or printed below the signature. **Unsigned proposals may be considered non-responsive and returned to the Offeror.** 

#### **1.1.1** Discussions with Offerors and Award

The Procurement Code permits, and the Board of Trustees reserve, the right to conduct discussions with any or all offerors, or to make an award of a contract without such discussions based only on evaluation of the written proposals. LCC likewise reserves the right to designate an evaluation committee in evaluating the proposals according to the evaluation criteria. LCC shall make a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.

#### 1.1.2 Procurement Code

This award shall be made pursuant to the provisions of the Procurement Code governing procurement of services. Please note that Sections 13-1-199 NMSA impose civil and criminal penalties for violation of the provisions of the Procurement Code. New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities or kickbacks.

#### 1.1.3 Termination

This RFP in no manner obligates LCC to the eventual purchase of any services described, implied or which may be proposed, until confirmed by a written contract. Progress towards this end is solely at the discretion of LCC and may be terminated without penalty or obligation at any time prior to the signing of a contract. LCC reserves the right to cancel this RFP at any time, for any reason, and to reject any or all proposals.

LCC requires that the responses to this RFP must state that the proposed terms will remain in effect for at least ninety (90) days after the scheduled due date for responses.

#### **1.1.4 Public Inspection**

<u>General</u>. After award, the register of proposals shall be open to public inspection. Each proposal, except those portions for which an offeror has made a written request for confidentiality, shall also be open to public inspection.

<u>Confidential Data</u>. If a citizen of this State requests disclosure of data for which an Offeror has made a written request for confidentiality, the procurement officer shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror protests under Section 13-1-172 NMSA 1978 the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

#### **1.2 DEFINITIONS**

As used in this RFP the following terms, whether used in the singular or plural, shall have the following meanings:

Agency means Luna Community College.

<u>College</u> means Luna Community College (LCC).

<u>**Contract Period**</u> The contract period shall be for the duration of the project.

<u>**Contract**</u> means an agreement for the procurement of items of tangible personal property or services. This includes purchase, rental, lease and licensing agreements.

Contractor means a successful offeror who enters into a binding, written agreement.

**Evaluation Committee** means a body appointed by the College to perform the evaluation of offeror proposals.

Fiscal Year means a consecutive 12-month period commencing on July 1 and ending on June 30.

Offeror means any person, corporation, or partnership that chooses to submit a proposal.

Owner or Board of Trustees refers to the Board of Trustees of Luna Community College.

**Proposal** means the package on which the proposers will bid and is more fully described in this RFP.

**<u>Proposer</u>** means an entity submitting a proposal in response to this RFP in accordance with the requirements specified herein.

**<u>Request for Proposal (RFP)</u>** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

**<u>Responsible Offeror</u>** means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

**<u>Responsive Offeror or Responsive Proposal</u>** means an offeror or proposal which conforms in all material respects to the requirement set forth in the RFP. Material respects of a RFP include, but are not limited to, price, quality, quantity or delivery requirements.

**Shall** denotes the imperative.

<u>State</u> means State of New Mexico.

# **1.3 PROCURING AND CONTRACTING AGENCY**

This RFP is issued by LCC; therefore, all questions regarding the RFP process shall be directed to the Luna Community College Director of Purchasing, Miguel Martinez as outlined within this document.

# 1.4 CLARIFICATION AND/OR REVISIONS TO SPECIFICATION AND REQUIREMENTS

Any question concerning this RFP must be submitted in writing on or before **4:00 PM on May 31, 2012**. These requests shall be sent by electronic mail to <u>mmartinez@luna.edu</u>. Please mark your correspondence, "URGENT INQUIRY REQUEST. **RFP 2012-LCC004.**"

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP at this point in the process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFP, the proposer should immediately notify the above named individual of such error and request modification or clarification of the RFP.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of the RFP, revisions, amendments, and/or supplements will be provided to all recipients of this initial RFP.

Any contact with LCC employees concerning this RFP is prohibited, except as authorized by the RFP manager, during the period from date of release of the RFP until the notice of intent to contract is released.

# **1.5 CONTRACT TERM**

The contract term shall commence on the date of the final signature of the contract and shall be for 120 days.

# 2.0 PREPARING AND SUBMITTING PROPOSAL

# 2.1 PROPOSAL RESPONSE SUBMISSION REQUIREMENT

In order to be considered in the evaluation process and to ensure confidentiality of this RFP, all proposals must be submitted in hard copy, packaged, sealed, and show the following information on the outside of the package: Proposer's Name, Title and Address, RFP 2012-LCC004: due on June 7, 2012 by 2:00 P.M. Local Time.

The ORIGINAL proposal and four (4) identical copies must be delivered to:

Luna Community College Director of Purchasing RE: RFP 2012-LCC004 366 Luna Drive Las Vegas, NM 87701

Proposals must be received in the Fiscal/Business Office by the specified time stated above. All proposals must be time-stamped as accepted by the Purchasing Office or designee by the stated time. Proposals not so stamped will not be accepted.

#### 2.2 PROPOSAL ORGANIZATION AND FORMAT

Proposals should be typed and submitted on 8.5 x 11 inch paper and bound securely. Proposals should be organized and presented in order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked.

#### A. Letter of Transmittal

Identify the transmitting organization and the primary contact of your company.

#### B. Completed Luna Community College Request for Proposal

The services proposed should be described in such a way that the requirements are addressed in the same sequence set forth in the Scope of Work on page 10. Briefly state the company's ability and manner of compliance. The shall be section where the comprehensive report with recommendations

#### C. References and Experiences

Each offeror is requested to submit with his proposal a minimum of three (3), but no more than five (5), comparable organizations, with telephone numbers and names of contact persons for each, for whom the offeror has provided equivalent service. Include, in detail, any previous or existing contracts or arrangements offeror has entered into of the type called for in this RFP. Owner reserves the right to contact any present or former customer of offeror, whether or not provided as a reference, and to include the result of that contact in the reference segment of the evaluation.

The Offeror shall be qualified by experience, adequate financing, and equipment to provide the goods and/or services called for in this Request for Proposal. This will be demonstrated in part by Offeror submitting a description of Offeror's company and capabilities. Include financial responsibility and strength, and any other information that would aid the evaluation committee in determining the Offeror's ability to meet the requirements of this Request.

#### D. Ability to meet RFP Criteria

The evaluation committee will be reviewing all RFPs for adherence to the Scope of Services.

# **E.** Financial Considerations

Describe in detail the elements and costs for the complete list of services being proposed in this RFP.

# F. Signature Page

Additionally, proposers should clearly state any exceptions to any of the terms contained herein.

#### 2.3 CERTIFICATION OF INDEPENDENT OFFER DETERMINATION

By submitting a proposal the proposer certifies, and in the case of a joint proposal with respect to its own firm, that in connection with this RFP:

- **2.3.1** <u>Independent Offer.</u> The proposal has been arrived at independently, without consultation, communication or contact with any competitor for the purpose of restricting competition, and
- **2.3.2** <u>Offer Disclosure.</u> Unless otherwise required by law, the offer cited in this RFP has not been and will not be knowingly disclosed by the proposer prior to opening directly or indirectly to any other proposer, and
- **2.3.3** <u>Restriction of Competition.</u> No attempt has been made, nor will be made by the proposer, to induce another person or firm to submit or not submit a proposal for the purpose of competition restriction.

# 2.4 PROPOSAL SIGNATORY AUTHORITY

Each person signing this proposal certifies that:

- 2.4.1 <u>Offer Responsibility.</u> S/he is the person responsible for the decision to offer, or
- **2.4.2** <u>Agent Authorization</u>. S/he is not the person responsible for the decision to offer, but has been authorized in writing to act as agent to quote for the persons responsible for such decisions.

# 2.5 CONFLICT OF INTEREST

By submitting a proposal, the proposer certifies that no relationship exists between the proposer and the College that interferes with fair competition or is a conflict of interest; and no relationship exists between such proposer and another person or firm that constitutes a conflict of interest that is adverse to the College. (See Appendix B)

#### 2.6 **PROPOSAL COSTS**

LCC is not liable for any cost incurred by proposers in replying to this RFP.

#### 2.7 WITHDRAWAL OF PROPOSALS

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw a proposal in writing at any time. To accomplish this, the written request must be signed by an authorized representative of the proposer and submitted to the Director of Purchasing. If a previously submitted proposal is withdrawn before the proposal due date and time, the proposer may submit another proposal at any time up to the proposal closing date and time.

## 3.0 PROPOSAL ACCEPTANCES, EVALUATION AND AWARD

#### 3.1 PRELIMINARY EVALUATION

The proposals will be reviewed initially to determine if mandatory requirements are met. Failure to meet mandatory requirements will result in rejection of the proposal. In the event that all proposers fail to meet one or more of the mandatory requirements, the College reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

#### 3.2 RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS

LCC reserves the right to accept or reject any part of any proposal, or to request modification or clarification of any part of a proposal, and to accept or reject any or all proposals without penalty. Additionally, the College reserves the right to negotiate with any or all proposers or to make an award based solely on the written offer.

#### 3.3 **PROPOSAL SCORING**

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. A proposer may not contact any member of the evaluation committee concerning this RFP during the period from date of release of the RFP until the notice of intent to contract is released except at the Director of Purchasing direction. The committee may review references, request presentations, interviews, and/or conduct on-site visits and use the results in scoring the proposals. The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received. The scoring criteria shall consist of the following:

A. Ability to Conduct Human Resources Management Consultant Service	15 points
B. Proposed work plan	15 points
C. Resume and Experience with Higher Education HR Management	15 points
D. Ability to meet proposed time frames	15 points
E. Financial Considerations	20 points
Total	100 points

#### Indicators by which criteria will be measured are outlined below:

- A. Ability to Conduct Human Resources Management Consultant Service: Key team member resumes, consultant team qualifications.
- B. **Proposed work plan:** Methodology in providing deliverables to LCC
- C. **Resume and Experience with Higher Education HR Management**: Past experience in projects of similar scope and complexity, particularly any in schools with similar profiles and populations as Luna Community College; unique aspects of the firm's expertise for

the specifics of this project; showcase of the firm's standards of excellence; track record. Also, proposed plan of approach.

- D. Ability to meet proposed time frame: Proposed timeline of work plan
- E. **Financial Considerations**: Cost is a consideration in the selection process; however, the College may award this contract to a higher cost proposal if it is deemed to be in the best interest of the College.

# 3.4 ADDITIONAL SERVICES

During the term of this agreement, the College reserves the right to contract with the awarded proposer for additional services as required. Such services shall be performed by mutual consent of the parties and shall be documented by addendum to the contract.

#### 3.5 TENTATIVE SCHEDULE

The following schedule is submitted for information purposes. Progress towards these projected dates is completely at the discretion of Luna Community College.

Proposal Advertised	May 25, 2012
Proposal Distributed	May 25, 2012
Last Day for Inquiries	May 31, 2012
Proposal Due Date	June 7, 2012
Award	June 2012

\* **Note:** LCC reserves the right to invite the vendor(s) who have a likelihood of award to come to campus and make presentations regarding their offering. All such visits shall be considered a cost of doing business with no financial obligation to Luna Community College. Failure to make such presentations if invited may result in disqualification.

#### 3.6 OFFICIAL NOTICES

The contract shall be awarded to the proposer who, in the sole judgment of the College, best meets the RFP needs and is awarded the highest amount of points based on the Evaluation Criteria stated in Section 3.3. All proposers shall be notified in writing, via U.S. First Class Mail, of the award results by the Purchasing Office.

Official notices shall be communicated via hand carried means, including U.S. Certified Mail. Unless otherwise indicated, such notices shall be addressed as follows:

For the Contractor:	To the name and address of the person whose name appears on the Signature Page of this RFP unless otherwise indicated.
For the College:	Luna Community College Attention: Miguel Martinez, Purchasing Director RE: RFP 2012-LCC004 366 Luna Drive Las Vegas, NM 87701

Notices sent via any other means or to any other addresses shall not be considered official unless this term is amended in writing by both parties.

#### 3.7 EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT

In the event of contract award, the contents of this RFP (including all attachments), RFP addenda and revisions, the proposal of the successful proposer, and additional terms agreed to in writing by the College and the proposer shall become part of the contract. Failure of the successful proposer to accept these as a contractual agreement may result in a cancellation of award. If a vendor does not agree with any terms or conditions stated herein comments as such must be outlined in the proposal.

## **3.8 TERMINATION OF CONTRACT**

#### 3.8.1 TERMINATION FOR CAUSE

If, through any cause and as determined solely by LCC, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this agreement or if the Contractor shall violate or fail to meet any of the covenants, agreements or stipulations of this agreement, LCC shall thereupon have the right to terminate this agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this agreement shall, at the option of LCC, become the property of LCC, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to LCC for damages sustained by LCC by virtue of any breach of this agreement by the Contractor, and LCC may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due to LCC from the Contractor is determined.

# 3.8.2 TERMINATION FOR CONVENIENCE

LCC may terminate this agreement at any time by giving ninety (90) days written notice to the Contractor. If the Contractor is terminated by LCC as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this agreement, less payments of compensations previously made. If this agreement is terminated due to the fault of the Contractor, the "Termination for Cause" clause will apply.

#### Section **B**

#### **Scope of Work**

Luna Community College is requesting proposals from a Human Resource Management Expert, with the ability to provide job descriptions analysis, conduct a job positioning on range schedule, review and provide input on revised pay range schedules, review an impact analysis, conduct an affirmative action practices evaluation, provide mechanisms for aging the pay range schedule based on formula based increases and conduct a market study for competitive salaries.

Services provided by successful bidder shall provide the Luna Community College Human Resource Director, President and Board of Trustees with a baseline job analysis, a job positioning on range schedule, review and recommendations for aged pay range schedule, provide mechanisms to keep both the Job Ranges and Salary Ranges aged and current with employment market, and provide an evaluation on the affirmative action hiring practices.

The contract term shall commence on the date of the final signature and shall be for a 120 days.

Offerors shall state a firm fee for the total project.

#### **Additional Requirements**

- a. Offerors shall submit a complete firm profile, including resumes of key personnel, with their proposal.
- b. Accompanying documentation shall include a timeline and plan of approach, as well as any required conditions or contingencies.
- c. Offerors shall submit a minimum of three (3) and a maximum of five (5) recent competition client references, with names and telephone numbers of institutional representatives involved in program administration.
- d. Any and all information for LCC to properly evaluate the services specified in this RFP per section 3.3.
- e. Completion of Appendices A and B
- f. Current W-9 of the firm

# LUNA COMMUNITY COLLEGE ACCEPTANCE OF CONDITIONS

# NOTICE: TO BE A VALID PROPOSAL, PROPOSAL MUST BE SIGNED BELOW

The undersigned certifies that he/she has read and understood the following general conditions and that the firm represented accepts the conditions and submits the attached proposal in full compliance with the General Proposal Conditions.

Name of Firm

Mailing Address of Firm

City, State and Zip Code

Telephone Number

Fax Number

Signature of Owner, Partner, Officer or Authorized Agent

Date

# Appendix A

# CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract

with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor, a family member or a representative of the prospective contractor.

#### THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source of small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution: includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement subject to the competitive sealed proposal process set forth in the Procurement Code or is not subject to the competitive sealed proposal process because it qualifies for sole source or small purchase contract

**"Family Member"** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Person**" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**"Prospective contractor"** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (if none sign bottom signature line)

Contributions Made By:	
Relation to Prospective Contractor:	
Name of Applicable Public Official:	
Date Contribution(s) Made:	
Amount(s) of Contribution(s):	
Nature of Contribution(s):	
Purpose of Contribution(s):	
(The above fields are unlimited in size)	

Signature

Date

Title (position)

-OR-

**NO CONTRIBUTIONS** IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

#### Appendix B

#### VENDOR CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

#### I. <u>Conflict of Interest</u>

No employee or Trustee of Luna Community College has a direct or indirect interest in the Contractor or in the proposed transaction (unless Contractor is a publicly traded company and the employee or Trustee's interest is less than one percent of the Contractor).

Contractor neither employs nor is negotiating to employ any LCC employee or member of the LCC Board of Trustees.

Contractor did not participate directly or indirectly in the preparation of specifications upon which the quote or offer is made.

If the Contractor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Contractor, please identify legislator: \_\_\_\_\_\_.

List below the name(s) and social security number(s) of any employee(s) of the Contractor or person assisting in the proposed transaction in any way who was a LCC employee within the preceding 12-month period. If not applicable please state so.

\_\_\_\_\_

II. <u>Debarment/Suspension Status</u>

- 1. The Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency.
- 2. The Contractor agrees to provide immediate notice to Luna Community College Purchasing Department Buyer in the event of being suspended, debarred or declared ineligible by any department or Federal Agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

#### III. <u>Certification</u>

The undersigned hereby certifies that he/she has read the above Conflict of Interest and Debarment/Suspension Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Contractor named below.

Signature:	Title:
Company:	Date: