

**LAS CRUCES SCHOOL DISTRICT NO. 2**  
**PURCHASING DEPARTMENT**  
**505 S. MAIN STREET, SUITE 249**  
**LAS CRUCES, NM 88001**  
**OFFICE (575) 527-5844/FAX (575) 527-6619**

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To:

Please bid on the attached listed material. Final submissions are required to be turned in no later than the below listed bid opening date and time by hard copy or via fax to the above listed address or fax number. Please retain a copy for your records. Additional copies of the bid may be downloaded at <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=b006d03c-8caf-494f-a267-2a40765d3bc4>.

The information below is provided for your reference and compliance. Schools and address listing are enclosed for review and price consideration. To be compliant with this Bid completely fill in all spaces requiring the company name, bid number, name, title, and signature and date of the person submitting the bid.

BID NUMBER: 18-19-08  
BID TITLE: Annual Kitchen Exhaust System Cleaning Services Commodity Code: 16594, 96221  
BID DUE **DATE**: May 2, 2019 @2:00PM  
DELIVERY REQUIREMENT: **F.O.B. Las Cruces, NM; Prepaid/Allowed**  
DESIRED DELIVERY DATE: **ASAP After Receipt of Order (ARO)**

Questions and/or requests for site visits must be sent via email by (April 24th, 2019). Return responses to questions will be conveyed to prospective contractors with a valid email address and/or fax number. Otherwise, interested contractors will not be provided the information. Use the below contact information for general questions about this solicitation.

Thank you for your prompt response.

Cesar Chavez  
District Buyer  
Business Phone: (575)527-5845  
Email Address:  
[cchavez3@lcps.net](mailto:cchavez3@lcps.net)

**SCOPE OF WORK  
FOR  
ANNUAL KITCHEN EXHAUST CLEANING SERVICES**

Prospective contractor shall comply with all Federal, OSHA and State of New Mexico regulations pertaining to kitchen exhaust system cleaning. Service must meet and pass local fire and health inspection and follow NFPA 96 guidelines. Contractor shall assume all responsibility for any penalties, violations and fines.

Certification of completion sticker shall be left on site. All applicable licensing shall be in force and any required permits pulled for the service. The contractor is responsible for providing all Safety Data sheets (SDS) for every chemical used or required to clean kitchen exhaust system. All SDS will be bound in a protective cover. Contractor will update SDS when any product is changed or substituted.

The School District permits the contractor the use of such spaces as necessary to carry out the terms of the contract; such spaces, as defined by the Physical Plant Director or designee also referred to as "District Representative", as areas for exhaust system cleaning equipment and limited supplies. Subsequent modifications of space needs shall be subject to mutual agreement of the School District and contractor. The School District shall provide sewer, electricity, cold and hot (120-degree F) water. The contractor agrees to exercise care to keep these energy services to a minimum, and comply with established energy conservation practices, regulations and policies and mutual endeavor to conserve the use of energy. It is recommended the equipment used be Energy Star compliant when possible.

The School District shall have the right of inspection of all exhaust system cleaning areas and the operation of the contractor with respect to the quality and quantity of exhaust system cleaning service.

The contractor shall furnish all services, labor material and equipment necessary to thoroughly clean exhaust ducts, dampers, fans and hoods in the kitchen areas located at District School Facility Sites enclosed as **attachment 1** within.

**Cleaning Process in each kitchen area will consist of the following:**

- Steam or hot water clean kitchen exhaust fans, fan housings and dampers.
- Scrape and degrease all horizontal and vertical ductwork connecting the exhaust fans to the kitchen canopy hoods.
- Chemically clean entire kitchen canopy hood.
- Chemically clean all pans.
- Polish all stainless steel that is part of the exhaust system.
- Clean out all ridges, drain pans, grease cups, and floor drains.
- Clean all floor and wall areas in cleaning area.

**Work shall include, but is not necessarily limited to the following operations:**

- Provide all equipment, materials and labor necessary for the steam and/or hot water cleaning of kitchen exhaust systems.
- The removal and reinstallation of necessary ceiling tile to gain access to the clean out panels in the ductwork.

- The School District is responsible for shutting off gas and to disconnect or unplug electrical power to kitchen equipment and moving equipment for the access to hoods. The School District is responsible when there is a need to disconnect electrical service to any hard-wired equipment. The contractor will put equipment back in place including safety guides. The School District will reconnect all gas hoses; check for leaks and make electrically connections. It will be the responsibility of the School District to turn gas on to the equipment and re-light pilots.
- All floors, walls and equipment in the immediate area of the cleaning process are to be covered including electrical outlets of any size. To be protected from cleaning chemicals and residue. Contractor will remove all protection materials and dispose of in a legal manner.
- As part of the submittal for bid, contractors must provide the School District with their proposed equipment for use in cleaning services for approval by the District.
- Contractor shall be responsible for maintaining the security of all areas involved in the project.
- The entire project will be coordinated and scheduled by the District Representative in addition, adhered to by the contractor. Scheduling of the work on the project must be in coordination with the needs of the buildings operation and meet with the approval of the District Representative.
- During and upon completion of each cleaning any problems encountered shall be reported and discussed with the District Representative.
- Contractor is to provide inspection sheets for every hood, ductwork, damper and fan systems, which will be filled out by the contractor to include the condition of the total exhaust system. The inspection sheet must be signed by the District Representative or appointed designee. If the inspection sheet is not approved it is assumed that system was not cleaned.
- The contractor will also place a sticker on the outside of the canopy hoods showing the date of the cleaning.
- Contractor will provide all stainless steel cleaners for cleaning the canopy hoods.
- Contractor is responsible for providing all mops, buckets and cleaning solvents for area clean-up post system cleaning.

**Material use:**

- All cleaning chemicals used must be USDA and Federal Food and Drug Administration and State of New Mexico approved. The School District encourages the use of environmentally friendly and green products.
- All chemicals used must be compatible with the metal exhaust system. A list of SDS sheets will be submitted for each chemical used at the time of the bid and updated when a chemical is changed.
- Cleaning chemicals must be of alkaline base for best results in removing grease.
- Contractor shall supply all tarps and other protective and cleaning equipment required to maintain and protect kitchen equipment, motors, electrical outlets and interior of the building floors and walls.

**Clean-up:**

- Contractor is responsible for removal and legal disposal of all goods, material incidentals as necessary to maintain a clean and orderly job site during the cleaning process.
- The contractor is responsible for final cleaning of all surfaces involved in the job (grills, convection ovens, deep fryers, kettles, steamers, floors, walls interior and exterior surfaces of exhaust hoods, exhaust fans and roof areas located near the exhaust fans). All areas involved shall be in a clean and sanitary state when project is completed.
- If applicable, the School District will re-install electrical cords, gas hoses, safety cables and test for gas leaks.

**Final Inspection:**

- The District Representative or designated staff person will make a final inspection. At this time, any discrepancies or problems will be discussed and corrected to the satisfaction of the District Representative. The work is not completed until inspection has been completed and approval to proceed is given. A final inspection sheet will be filled out by the contractor and must be signed by the District Representative involved in the inspection.

Mr. Bobby Stout, Physical Plant Director and/or his designee, business phone (575) 527-6002 is the District representative having oversight authority for the operations kitchen exhaust cleaning services. Upon execution and award of services, he shall direct and/or coordinate required services with the contractor.

**VENDOR (s) MUST COMPLETE ALL REQUIRED INFORMATION BELOW:**

Prices Valid Through: \_\_\_\_\_ Delivery: \_\_\_\_\_

**Company Name & Address Info**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Phone:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**Bid submitted by:**

\_\_\_\_\_ /

\_\_\_\_\_ Print Name

Title

/

Signature

Date

Representing:

**CONDITIONS & SPECIFICATIONS**

**BIDDER  
COMPLIANCE  
YES**

**BIDDER  
COMPLIANCE  
NO**

**SPECIFY  
DEVIATION**

**I. BID AWARD**

**A.** Bid(s) will be awarded to the LOWEST RESPONSIVE bidder meeting or exceeding the specifications of this solicitation.

**B.** The School District reserves the right to issue single or multiple awards, whichever serves in the best interest of the School District to fulfill the requirements of this solicitation.

**II. SUBMITTALS REQUIRED WITH BID**

**A.** Prospective bidders must provide a copy of current company/firm/or business license(s) with their Bid. Respondents are required to provide company or individual profile detailing work experience of owner and personnel. Provide at least three (3) references from other School Districts or customers that highlight work performance of satisfied services. Provide any other business credentials, correspondence or certification for proof of capabilities.

**B.** Bidders are referenced to the ***CONDITIONS OF BIDDING SCHEDULE*** enclosed as **attachment 2** in order to become informed with the details of the conduct of this bid. Bidders must also fill out a Debarment, Campaign Contribution and Conflict of Interest form attached as **attachments 3, 4, & 5**.

**C.** Bidders are required to review the School District's ***Contracted Services Agreement (CSA)*** enclosed as **attachment 6**. **BIDDERS DO NOT NEED TO FILL OUT CSA. IT IS FOR REVIEW PURPOSES ONLY.**

**D.** Upon selection and award of a successful respondent(s), a *CSA will be used to enter into agreement* between the successful *contractor(s)*.

**E.** Annual Pricing shall remain effective July 1, 2019 through June 30, 2020. Pending mutual agreement, pricing may be extended annually for up to three additional years.

**F.** Annual extensions shall be made in one (1) year increments not to exceed three additional years.

**G.** Additional items not covered under this price agreement will be ordered through a separate purchase order as necessary.

**III. EMPLOYEE BACKGROUND CHECKS**

A. The Contractor shall be responsible for complying to the provisions of 22-10A-5 NMSA 1978 requiring two fingerprint cards from employees having unsupervised access to students. The cards shall be submitted to the Owner (School District) for obtaining the employees' Federal Bureau of Investigation record. Convictions of felonies or misdemeanors contained in the Federal Bureau of Investigation record, if supported by independent evidence, may form the basis for the employment decisions for good and just cause. Records and any related information shall be privileged and shall not be disclosed to any person not directly involved in employment decision of Contractor's employee with unsupervised access to students.

**IV. SITE VISIT**

A. Site visits may be requested via email to [cchavez3@lcps.net](mailto:cchavez3@lcps.net) by (April 24, 2019). Any requests made after given date will be denied.

B. Questions regarding this bid may be sent via email to [cchavez3@lcps.net](mailto:cchavez3@lcps.net). Responses to questions will be sent to a valid email address and/or fax number. Any questions asked after given date (April 24, 2019) will not be answered.

<p><b>III. <u>EMPLOYEE BACKGROUND CHECKS</u></b></p> <p>A. The Contractor shall be responsible for complying to the provisions of 22-10A-5 NMSA 1978 requiring two fingerprint cards from employees having unsupervised access to students. The cards shall be submitted to the Owner (School District) for obtaining the employees' Federal Bureau of Investigation record. Convictions of felonies or misdemeanors contained in the Federal Bureau of Investigation record, if supported by independent evidence, may form the basis for the employment decisions for good and just cause. Records and any related information shall be privileged and shall not be disclosed to any person not directly involved in employment decision of Contractor's employee with unsupervised access to students.</p> <p><b>IV. <u>SITE VISIT</u></b></p> <p>A. Site visits may be requested via email to <a href="mailto:cchavez3@lcps.net">cchavez3@lcps.net</a> by (April 24, 2019). Any requests made after given date will be denied.</p> <p>B. Questions regarding this bid may be sent via email to <a href="mailto:cchavez3@lcps.net">cchavez3@lcps.net</a>. Responses to questions will be sent to a valid email address and/or fax number. Any questions asked after given date (April 24, 2019) will not be answered.</p>	<hr/> <hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/> <hr/>	
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**V. OTHER TERMS AND CONDITIONS**

**A. Appropriations:**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the agency to the Contractor. The agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**B. Collusion:**

The bidder shall not engage in collusion of any sort and shall ensure that no person or other legal entity, other than the bidder has an interest in the bidder's submission and prepare the submission without any knowledge of, comparison of figures with, or arrangement with any other person or firm preparing a Submission for the same work.






**E. Termination:**

I. Grounds.

-The District/Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this agreement based upon the Agency's uncured, material breach of this Agreement.

II. Notice; Agency Opportunity to Cure.

-The Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

-Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

- Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the Las Cruces Public Schools District; or (iii) the Agreement is terminated pursuant to the section titled, "Appropriations", of this Agreement.

III. Liability:

Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the contractor's default/breach of this agreement.

**ATTACHMENT 1**

**Bid NO: 18-19-08 – Kitchen Exhaust Cleaning Services**

**Pricing Agreement – School Listing**

ITEM	DESCRIPTION OF WORK	QTY	U/I	U/P	EXT COST
<b>1</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
					\$ -
	Location: Alameda Elementary School				\$ -
	1325 N. Alameda				\$ -
	Las Cruces, NM 88005				\$ -
<b>2</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
					\$ -
	Location: Booker T. Washington Elementary School				\$ -
	755 E. Chestnut				\$ -
	Las Cruces, NM 88001				\$ -
<b>3</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
					\$ -
	Location: Central Elementary School				\$ -
	150 N. Alameda				\$ -
	Las Cruces, NM 88005				\$ -
<b>4</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
					\$ -
	Location: Cesar Chavez Elementary School				\$ -
	5250 N. Holman Rd.				\$ -
	Las Cruces, NM 88012				\$ -

**ATTACHMENT 1: CONTINUED**

<b>5</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
					\$ -
	Location: Columbia Elementary School				\$ -
	4555 Elks Drive				\$ -
	Las Cruces, NM 88005				\$ -
<b>6</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
					\$ -
	Location: Conlee Elementary School				\$ -
	1701 Boston				\$ -
	Las Cruces, NM 88001				\$ -
<b>7</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
					\$ -
	Location: Desert Hills Elementary School				\$ -
	280 N. Roadrunner Parkway				\$ -
	Las Cruces, NM 88011				\$ -
<b>8</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
					\$ -
	Location: Dona Ana Elementary School				\$ -
	5551 Camino de Flores				\$ -
	Las Cruces, NM 88005				\$ -
<b>9</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
					\$ -
	Location: East Picacho Elementary School				\$ -

**ATTACHMENT 1: CONTINUED**

	4450Highway 85 North				\$ -
	Las Cruces, NM 88005				\$ -
<b>10</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
					\$ -
	Location: Fairacres Elementary School				\$ -
	4501 W. Picacho Avenue				\$ -
	Las Cruces, NM 88033				\$ -
<b>11</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
					\$ -
	Location: Hermosa Heights Elementary School				\$ -
	1655 E. Amador				\$ -
	Las Cruces, NM 88001				\$ -
<b>12</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
					\$ -
	Location: Highland Elementary School				\$ -
	5221 N. Main Street				\$ -
	Las Cruces, NM 88012				\$ -
<b>13</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
					\$ -
	Location: Hillrise Elementary School				\$ -
	1400 S. Curnutt				\$ -
	Las Cruces, NM 88011				\$ -

**ATTACHMENT 1: CONTINUED**

<b>14</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -	
					\$	-
	Location: Jornada Elementary School				\$	-
	3400 Elks Drive				\$	-
	Las Cruces, NM 88005				\$	-
<b>15</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -	
					\$	-
	Location: Loma Heights Elementary School				\$	-
	1600 E. Madrid				\$	-
	Las Cruces, NM 88001				\$	-
<b>16</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -	
					\$	-
	Location: MacArthur Elementary School				\$	-
	655 N. Fourth Street				\$	-
	Las Cruces, NM 88005				\$	-
<b>17</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -	
					\$	-
	Location: Mesilla Elementary School				\$	-
	2363 Calle del Sur				\$	-
	Mesilla, NM 88047				\$	-
<b>18</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -	
					\$	-
	Location: Mesilla Park Elementary School				\$	-

**ATTACHMENT 1: CONTINUED**

	955 W. Union Avenue				\$ -
	Mesilla Park, NM 88047				\$ -
<b>19</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
	Location: Monte Vista Elementary School				
	4675 Peachtree Hills				
	Las Cruces, NM 88012				
<b>20</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
	Location: Sonoma Elementary School				
	4201 Northrise Drive				
	Las Cruces, NM 88011				
<b>21</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
	Location: Sunrise Elementary School				
	4501 W. Picacho Avenue				
	Las Cruces, NM 88033				
<b>22</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
	Location: Tombaugh Elementary School				
	226 Carver Road				
	Las Cruces, NM 88005				
<b>23</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -

**ATTACHMENT 1: CONTINUED**

	Location: University Hills Elementary School				\$ -
	2005 S. Locust				\$ -
	Las Cruces, NM 88001				\$ -
<b>24</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
					\$ -
	Location: Valley View Elementary School				\$ -
	915 E. California Avenue				\$ -
	Las Cruces, NM 88001				\$ -
	<b>MIDDLE SCHOOLS</b>				
<b>25</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
					\$ -
	Location: Camino Real Middle School				\$ -
	2961 N. Roadrunner Parkway				\$ -
	Las Cruces, NM 88011				\$ -
<b>26</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
					\$ -
	Location: Lynn Middle School				\$ -
	950 S. Walnut				\$ -
	Las Cruces, NM 88001				\$ -
<b>27</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
	Location: Mesa Middle School				
	7225 Jornada Road North				
	Las Cruces, NM 88012				



**ATTACHMENT 1: CONTINUED**

<b>28</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
	Location: La Academia Dolores Huerta				\$ -
	400 W. Bell				\$ -
	Las Cruces, NM 88005				\$ -
<b>29</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
	Location: Picacho Middle School				\$ -
	2700 W. Picacho Avenue				\$ -
	Las Cruces, NM 88005				\$ -
<b>30</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
	Location: Sierra Middle School				\$ -
	1700 E. Spruce Avenue				\$ -
	Las Cruces, NM 88001				\$ -
<b>31</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
	Location: Vista Middle School				\$ -
	4465 Elks Road				\$ -
	Las Cruces, NM 88005				\$ -
<b>32</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
	Location: White Sands				\$ -
	1 Vicking Way				\$ -

**ATTACHMENT 1: CONTINUED**

	White Sands, NM 88002				\$ -
<b>33</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
					\$ -
	Location: Zia Middle School				\$ -
	1300 W. University				\$ -
	Las Cruces, NM 88005				\$ -
	<b>HIGH SCHOOLS</b>				
<b>34</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
					\$ -
	Location: Centennial High School				\$ -
	1950 S. Sonoma Ranch				\$ -
	Las Cruces, NM 88011				\$ -
<b>35</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
					\$ -
	Location: Las Cruces High School				\$ -
	1755 El Paso Rd				\$ -
	Las Cruces, NM 88001				\$ -
<b>36</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -
					\$ -
	Location: Mayfield High School				\$ -
	1955 N. Valley Drive				\$ -
	Las Cruces, NM 88005				\$ -

**ATTACHMENT 1: CONTINUED**

<b>37</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$ -	\$ -	
					\$ -	
	Location: Onate High School				\$ -	
	5700 Mesa Grande Drive				\$ -	
	Las Cruces, NM 88011				\$ -	
<b>CHARTER SCHOOLS</b>						
<b>38</b>	* Annual Service of Complete Kitchen Exhaust System to include: vent hood(s), duct(s) and fan(s)	1	Lot	\$		
	Location: J Paul Taylor Academy					
	402 W. Court Ave. Building 2					
	Las Cruces, NM 88005					
<b>BID SUMMARY</b>				\$ -		
PRICES EFFECTIVE AS BID DATE						
DELIVERY						
5% IN-STATE PREFERENCE						
TOTAL BID SUBMITTED w/o NMGRT				\$ -	\$ -	
TOTAL BID - INCL. NMGRT				\$ -	\$ -	

**Company Name:**

\_\_\_\_\_

**Print Name of Person Submitting Pricing:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**ATTACHMENT 2**

**LAS CRUCES SCHOOL DISTRICT NO. 2 PURCHASING OFFICE  
CONDITIONS OF BIDDING SCHEDULE**

- 1. Bidders are advised that all bids are subject to the legal requirements as provided in the State of New Mexico Procurement Code, Chapter 13, NMSA, 1978 Compilation.
- 2. All bids are to be received by the Las Cruces School District by the specified due date/time provided on the Invitation for Bid.
  - a. To facilitate timely delivery, bid response envelopes should clearly **list the BID NUMBER** and due date on the exterior of the envelope, and be mailed, or delivered to:
 

**LAS CRUCES SCHOOL DISTRICT NO. 2  
PURCHASING DEPARTMENT  
505 SOUTH MAIN STREET, SUITE 249  
LAS CRUCES, NM 88001**
  - b. Or faxed to (575) 527-6619.
    - 1. Bids received after bid opening shall not be accepted and shall be returned unopened.
  - c. State the **UNIT PRICE** and **TOTAL PRICE** for each item/service offered. **UNIT PRICE** shall govern any extension errors.
    - 1. Pricing shall be stated **F.O.B.-Las Cruces, New Mexico; prepaid and allowed** unless otherwise specified.
    - 2. Pricing shall exclude the applicable New Mexico gross receipts tax or local option tax.
    - 3. Pricing shall remain effective for a minimum of thirty (30) days after the bid opening date
  - d. Be complete with all required information.
    - 1. Detailed literature and specifications shall be included with the bid when no Brand/Model Number is specified or when an "or equal" item is offered. Bidders are requested to provide products that are recyclable and/or biodegradable.
      - a) Failure to provide this information shall subject bid to rejection.
    - 2. Where required, bidders shall state brand names and model numbers of items offered as "or equal".
      - a) Where a "brand name or equal" is specified, it is for the purpose of describing a standard of quality, performance, or characteristic desired and not to limit or restrict competition.
    - 3. Any changes or clarification to bid requirements shall be made via written addendums when required. Verbal understandings shall not be binding.
    - 4. Bids received unsigned are not acceptable until signed by the bidder or bidder's representative.
- 3. Bidders shall be required to:
  - a. Provide samples at no cost for evaluation purposes when requested by the School District or bid documents.
    - 1. Samples shall be returned at suppliers request only, otherwise samples shall become property of the School District after 60 days.
    - 2. When return is requested, samples shall be returned **F.O.B.-Las Cruces, New Mexico, Freight Collect.**
  - b. Comply to the criminal laws prohibiting bribes, gratuities and kickbacks.
  - c. Submit with the bid, a self-addressed, stamped envelope when bid pricing results are desired.
    - 1. Phone requests for bid pricing results are and will be discouraged.
- 4. The School District reserves the sole right to:
  - a. Determine responsible bidders and responsive bids.
  - b. Determine and waive minor technicalities in the bid form or requirements not affecting price, quality, or quantity of items or services sought.
  - c. Delete, decrease or increase quantities of bid items or services within their effective price date.
  - d. Negotiate an extension of effective price date.
  - e. Accept and award responsive bids to responsible bidders offering the lowest:
    - 1. Individual Unit Price, or
    - 2. Grouped Unit Price, or
    - 3. Lump Sum Unit Price;
 whichever is determined most beneficial by and to the School District.
  - f. Reject any or all bids partially or wholly.
- 5. Bid awards shall be made within thirty (30) days of the bid opening date.
  - a. Contracts resulting from this bid shall be open-ended, indefinite quantity contracts and may be "piggybacked" during the effective price dates.

Successful bidders shall extend pricing on the same goods and/or services awarded as a result from this bid to other school districts and public entities in New Mexico.

- b. Successful bidders shall receive notice of award via Purchase Order showing unit price, item or service description, delivery and payment terms and any other pertinent information.
  - 1. Purchase Order number shall appear on all subsequent packing lists, bills of lading, invoices, and other related correspondences.
- c. For award purposes, a five-percent (5%) price preference shall be applied to in-state bidders as defined by the New Mexico Procurement Code, Section 13-1-21. Bidders shall include in their bid a copy of the certificate issued by State of New Mexico Taxation & Revenue.
 

**5% Resident Preference Certification. State of New Mexico Resident Certification Number: \_\_\_\_\_.**

**(IF AVAILABLE)**

6. Name of Business \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

**In compliance with the Bid Specifications and the Conditions of Bidding Schedule, I the undersigned, offer and agree to furnish any or all items, upon which prices are offered at the price set as opposite each item, to the School District within the time specified.**

BIDDER GUARANTEES DELIVERY OF ITEMS WITHIN \_\_\_\_\_ DAYS. PAYMENT TERMS: \_\_\_\_\_.

UNIT PRICES EFFECTIVE FROM \_\_\_\_\_ TO \_\_\_\_\_.

AUTHORIZED SIGNATURE \_\_\_\_\_ Type or Print Name \_\_\_\_\_.

TITLE OF PERSON SUBMITTING BID \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

ATTACHMENT 3



Subject: Certification

As a potential vendor/contractor awardee to the Las Cruces Public School District, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form. **Please return the completed form with your solicitation submittal.**

**DEBARMENT:**

***Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all vendors/contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.***

---

I hereby certify that my company listed below and its principles, have not been debarred, suspended, proposed for debarment, declared ineligible are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department, an agency of the federal government, or the State of New Mexico.

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

COMPANY CITY/STATE/ZIP: \_\_\_\_\_

COMPANY PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

COMPANY **DUNS** IDENTIFICATION NO: \_\_\_\_\_

---

NAME AND SIGNATURE OF COMPANY REPRESENTATIVE AUTHORIZED TO CERTIFY THE ABOVE:

PRINTED NAME OF REPRESENTATIVE: \_\_\_\_\_

SIGNATURE OF REPRESENTATIVE: \_\_\_\_\_

Date

If you have any questions, please contact me at (575)527-5845.

Sincerely,

Cesar Chavez  
Buyer, Purchasing Department Las Cruces  
Public Schools

## ATTACHMENT 4

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. 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 to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

**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 or 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 include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“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.

**ATTACHMENT 4: CONTINUED**

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution 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): \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

\_\_\_\_\_  
Company Name

**--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)

\_\_\_\_\_  
Company Name



**CONFLICT OF INTEREST**

Offeror/Bidder warrants that he/she or other members of proposed project team has no interest, and shall acquire no interest, which would directly or indirectly conflict in any manner or degree with the performance of this proposal. No person or selling agency may be employed or regained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained or utilized by offeror for the purpose of securing business.

For violation or breach of this warrant, LCPS shall have the right to annul this contract without liability or, at its discretion, to deduct price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

In signing this bid/proposal, the offeror certifies that he/she has neither directly nor indirectly entered into action in restraint of the formal competitive process in connection with this solicitation.

Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
\_\_\_\_\_

Address

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date



## ATTACHMENT 6

**LAS CRUCES SCHOOL DISTRICT**  
**CONTRACTED SERVICES AGREEMENT**  
**BID NO: 18-19-08 – KITCHEN EXHAUST CLEANING SERVICES**

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This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2019, between Las Cruces School District No. 2 Board of Education (“the School District”) and \_\_\_\_\_ (“the Contractor”).

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the School District hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. Non-appropriation of Funding. If the School District's performance under this Agreement depends upon the appropriation of funds, and if the School District does not appropriate the funds necessary for performance, then the School District may provide written notice to Contractor and cancel this Agreement without further obligation except for payment due as mutually agreed for work in progress or completed by the Contractor.
3. Duties, Term, and Compensation. The Contractor’s duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in SUPPLEMENT A herein which may be amended only upon written, mutual agreement between the parties.
4. Expenses. Unless otherwise agreed in writing by the School District, the Contractor’s out-of-pocket expenses that are incurred in connection with the performance of the duties hereunder shall be considered inclusive within the terms of SUPPLEMENT A. Expenses for the time spent by Contractor in traveling to and from School District facilities shall not be reimbursable.
5. Written Reports. The School District may request that Contractor provide updates on project plans and/or written progress reports on a monthly basis. A final written report shall be due at the conclusion of the project and shall be submitted to the School District at such time. The final report shall be in such form and setting forth such information and data as is reasonably requested by the School District.
6. Inventions. Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the School District; and the Contractor hereby assigns all right, title, and interest in the same to the School District. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by the Contractor in rendering duties to the School District are hereby licensed solely to the School District for use in its operations.
7. Confidentiality. The Contractor acknowledges that during the engagement the Contractor will have access to and become acquainted with various information, records and specifications owned or licensed by the School District and/or used by the School District in connection with the operation of its business including, without limitation, the School District’s processes, methods, staff/student data, accounts and procedures, etc. The Contractor agrees that the Contractor will not disclose any of the previously mentioned, directly or indirectly, or use any of them in any manner, during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the School District. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the mission of the School District, whether prepared by the Contractor or otherwise coming into the

## ATTACHMENT 6: CONTINUED

Contractor's possession, shall remain the exclusive property of the School District. The Contractor shall not retain any copies of the foregoing without the School District's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the School District, the Contractor shall immediately deliver to the School District all such files, records, documents, specifications, information, and other items in the Contractor's possession or under the Contractor's control.

8. Conflicts of Interest; Non-hire Provision. The Contractor represents that Contractor is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering the Contractor's duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which Contractor does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of the Contractor's productive time, energy and abilities to the performance of the Contractor's duties hereunder as is necessary to perform the required duties within the time outlined in this agreement or otherwise, in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the School District. The Contractor shall not, directly or indirectly hire any employee of the School District, and no School District employee may be simultaneously employed by the Contractor during the effective period of this agreement.
9. Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the School District under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any legal action, and the breach by the Contractor of any of the provisions of this Agreement will cause the School District irreparable injury and damage. The Contractor expressly agrees that the School District shall be entitled to injunctive and other equitable relief in the event of, or in prevention of, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the School District may have for damages or otherwise. The various rights and remedies of the School District under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.
10. Termination. The School District may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the School District, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the School District at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
11. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, or agent of with the School District for any purpose. The Contractor is and will remain an independent contractor in the Contractor's relationship to the School District. The School District shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the School District hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

## ATTACHMENT 6: CONTINUED

12. Insurance. The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner:
  - a. Comprehensive General Liability Insurance:
    1. Property damage: Not less than \$100,000 each occurrence,
    2. Medical expense: Not less \$300,000 each occurrence,
    3. Bodily injury (excludes medical expense): Not less than \$400,000 any one person, and
    4. Maximum per occurrence (excluding medical expense): Not less than \$750,000 each occurrence.
  - b. Workers' Compensation Insurance (if applicable) in statutory form covering all contractor's employees.
13. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
14. Choice of Law. The laws of the state of New Mexico shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
15. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in accordance with the rules of the American Arbitration Association. The parties agree that any arbitration proceeding shall be conducted in Las Cruces, New Mexico, and any subsequent judicial filing or review will be filed in the Third Judicial District of New Mexico or in the federal courts of New Mexico. Furthermore, any judgments upon award shall be entered in the courts of New Mexico.
16. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
17. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
18. Assignment and Subcontract. The Contractor shall not assign any of the Contractor's rights under this Agreement, or delegate the performance of any of the Contractor's duties hereunder, without the prior written consent of the School District.
19. Background Checks. The Contractor shall be responsible for complying with the provisions of §22-10A-5. NMSA 1978 requiring two fingerprint cards from employees having unsupervised access to students. The cards shall be submitted to the School District for obtaining the employees' Federal Bureau of Investigation record. Convictions of felonies or misdemeanors contained in the Federal Bureau of Investigation record, if supported by independent evidence, may form the basis for the employment decisions for good and just cause. Records and any related information shall be privileged and shall not be disclosed to any person not directly involved in employment decision of Contractor's employee with unsupervised access to students.
20. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such

**ATTACHMENT 6: CONTINUED**

personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor:            **NAME**  
   **ADDRESS**  
   **CITY, STATE, ZIP**

If to the School District:        Superintendent  
   Las Cruces School District  
   505 S. Main St.; Suite 249  
   Las Cruces, NM 88001

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

21. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
22. Entire Understanding. This document and any supplement attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
23. Non-enforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

ATTACHMENT 6: CONTINUED

SUPPLEMENT A

LAS CRUCES SCHOOL DISTRICT  
CONTRACT SERVICE AGREEMENT

**BID NO: 18-19-08 – KITCHEN EXHAUST CLEANING SERVICES**

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**DUTIES, TERM, AND COMPENSATION**

DUTIES: The Contractor will: **INSERT DUTIES, DESCRIPTION OF SERVICES AND DELIVERABLES HERE** Any change to the work must be within the scope of work described herein.

Contractor will report directly to **[name]** and to any other party designated by **[name]** in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the School District and agreed to by the Contractor.

TERM: This engagement shall commence upon execution of this Agreement and shall continue in full force and effect through **[date]** or earlier upon completion of the Contractor's duties under this Agreement. The work may be temporarily stopped or delayed due to unforeseen circumstances upon written approval by the Owner. The Agreement may be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

COMPENSATION: (Choose A or B)

A. As full compensation for the services rendered pursuant to this Agreement, the School District shall pay the Contractor at the hourly rate of **[dollar amount]** per hour, with total payment not to exceed **[dollar amount]** without prior written approval by an authorized representative of the School District. Such compensation shall be payable within 30 days of receipt of Contractor's monthly invoice for services rendered supported by reasonable documentation. After the thirtieth day from the date written certification of acceptance is issued by the School District, late payment charges shall be paid on the unpaid balance due on the contract to the contractor at the rate of one and one-half percent per month.

B. As full compensation for the services rendered pursuant to this Agreement, the School District shall pay the Contractor the sum not to exceed **[dollar amount]**, to be paid **[time and conditions of payment]**. The total payment shall not exceed **[dollar amount]** without prior written approval by an authorized representative of the School District. Such compensation shall be payable within 30 days of receipt of Contractor's monthly invoice for services rendered supported by reasonable documentation. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the contractor at the rate of one and one-half percent per month.

ATTACHMENT 6: CONTINUED

**LAS CRUCES SCHOOL DISTRICT**  
**CONTRACT SERVICES AGREEMENT**  
**(BID NO: 18-19-08 – KITCHEN EXHAUST CLEANING SERVICES)**

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

\_\_\_\_\_

*Contractor*

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Las Cruces School District No 2**

Finance Department: \_\_\_\_\_ Date: \_\_\_\_\_

Principal/Administrative Head: \_\_\_\_\_ Date: \_\_\_\_\_

Purchasing Department: \_\_\_\_\_ Date: \_\_\_\_\_