Mountain View Whisman School District

Independent Contractor for Professional Services Agreement

(Non-Construction Related)

THIS AGREEMENT is made and entered into on _____, 20_____ (**"Agreement"**), by and between and **Mountain View Whisman School District** (**"District"**) and Therma LLC (**"Contractor"**). Contractor and District may be referred to herein individually as a **"Party"** or collectively as the **"Parties."**

1. Services Check one of the options below

The District is authorized by Gov. Code § 53060 to contract with any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required. Contractor shall furnish to the District the following services (**"Services"** or **"Work"**). The Contractor warrants that it is specially trained, licensed and experienced and competent to perform the Services.

☐ **Option 1** - As indicated in Exhibit A – attached ☑ **Option 2** - Services explained as follows:

Provide Full-Service Plumbing maintenance and repair services and administer the duties and responsibilities outlined in the Request for Proposals (RFP) No. 2025-05-16

2. Price & Payment Check one of the options below

Contractor shall furnish the Services to the District for the following compensation (**"Agreement Price"**): Payment for the Services shall be made in accordance with the Terms and Conditions. District must approve Contractor's form of invoice, which must be sufficiently detailed (e.g., name of school or department service was provided to, period of service, number of hours of service, brief description of services provided).

☐ **Option 1** – Flat Fee of $ _____

☑ **Option 2** - Maximum number of hours at an hourly rate of $ See Attached Total not to exceed $ 175,000.00

☐ **Option 3** – Other, please explain: _____

3. Contract Dates "Agreement Time"

Services Start Date: July 1, 2025 Services End Date: June 30, 2026

4. Submittal of Documents

Contractor shall not commence the Services under this Agreement until Contractor has submitted the following documents.

☑ Signed Agreement
☑ Insurance Certificates & Endorsements
☑ W-9 Form

5. Classified Service

☐ **YES** ☑ **NO**

Education Code Sections 45100-45139/88000-88040 defines what constitutes classified service. Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System?

6. Notice

Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service addressed as follows (effective the business day next following delivery thereof to the overnight delivery service).

Mountain View Whisman School District	**Contractor:**	Therma LLC
1400 Montecito Ave.	**Street**	1601 Las Plumas Ave.
Mountain View, CA 94043	**City, Sate, Zip**	San Jose, CA 95133
Attn: Chief Business Officer	**Attn:**	Mike Fisher

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District.

Contractor's Initials Here: [ ]

(This portion to be filled out by District Representative)

7. Fingerprinting/Criminal Background/Megan's Law (Sex Offenders)

Check one of the options below:

☐ **1. Contact with Students:** Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "**Employees**") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☑ **2. No Contact:** Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **3. Emergency /Exceptional Situation:** Agreement is provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do no interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

☐ **4. Sole Proprietor:** Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative Name & Initials: Dalewyn Spinks [ ]

8. Tuberculosis (TB) Screening

Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request. **Contractor's Initials Here:** [ ]

(This portion to be filled out by District Representative)

8. Tuberculosis (TB) Screening Select one option below:

☐ Contractor has obtained any required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.

☑ **Waiver of TB Screening.** Contractor is not required to provide evidence of TB Clearance because Contractor will not work directly with students on more than an occasional basis.

District Representative initials here: [ ]

9. Insurance Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	$1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	$1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000
Professional Liability (E&O), If Contractor is providing professional services or advice (on a claims-made form)	$1,000,000

10. Terms & Conditions The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: _____

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Expenses**. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work.

2. **Materials**. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

3. **Independent Contractor**. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **Standard of Care**.

4.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

4.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

4.4. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

5. **Originality of Services**. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

6. **Copyright/Trademark/Patent**. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7. **Termination.**

7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

7.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. material violation of this Agreement by the Contractor; or

7.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

7.3.3. Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

7.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

8. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (**"the indemnified parties"**) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages (**"Claim"**), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

9. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, or pandemic when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor. Any delay associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Services impossible, and that event was not reasonably foreseeable at the time of the execution of this Agreement.

10. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

11. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

13. **Safety and Security.** Contractor is responsible for

maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment with Public Agency**. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Workers' Compensation.** Contractor shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

17. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors**. The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance and announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

19. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

20. **Disputes**: In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

21. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, Contractors, or subcontractors are to smoke or use drugs or alcohol on these sites.

28. **Conflict of Interest.** Contractor shall abide by and be

subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of District to perform any service by this Agreement. Contractor affirms to the best of Contractor's knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 *et seq*. and Section 87100 *et seq*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall notify District of this information.

29. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to Contractor absent formal approval.

11. Infectious Disease Requirements

The Contractor has read and agrees to comply with the Terms & Conditions attached hereto.

Contractor's Initials Here: _____

INFECTIOUS DISEASE REQUIREMENTS FOR INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to site safety, the Work, and the District site(s), in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure its employees on District sites are trained and knowledgeable of all these requirements to ensure full compliance on any District site(s) and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at District site(s).

2. **Infectious Disease & Extra Work.**

   2.1. Contractor agrees that the Agreement Price is based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and District site(s) in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

      2.1.1. It occurred after the date the Parties entered into this Agreement;

      2.1.2. It materially increases the Agreement Price by imposing different, additional or more stringent requirements; and

      2.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Agreement Price due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation.

   2.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety, the Work, and/or District site(s) in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Agreement Amount due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a notice of equitable adjust for an amount of time and money it determines to be both reasonable and appropriate.

3. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Agreement for the Work and deciding to perform the Work which will require Contractor to enter upon and into District site(s) and that Contractor use of District site(s) includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all

liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using any District site(s) for the performance of the Work. Contractor shall include this paragraph in all subcontracts with subcontractors/subconsultants.

4. Contractor shall ensure it has employees onsite that are trained and knowledgeable of these requirements to ensure full compliance on District site(s).

5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense but may be included in the Agreement Price.

12. Type of Entity check one of the following:

☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Corporation
☑ Limited Liability Company ☐ Other: _____

Employer Identification and/or SSN#: 82-0905523

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the district requires your federal tax identification number or Social Security number, whichever is applicable.

(This portion to be filled out by District Representative)

13. Dept/Site Budget Program

Please provide full SACS coding 010-8150-0-5830-00-0000-8110-000000-009-0550

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Approvals Required Prior to Contract Start Date

Requesting Administrator	Contractor:
Mountain View Whisman School District	**Contractor Name:** THERMA LLC
Dated: June 3rd, 2025	Dated: June 4th, 2025
Signature:	Signature:
Print Name: Dalewyn Spinks	Print Name: Mike Fisher
Print Title: Director, MOT	Print Title: President

APPROVAL	
Authorized Signer	**Superintendent/Designee**
Dated: July 31, 20 25	Dated: 31, 20 25
Signature: Digitally signed by Dr. Rebecca Westover Date: 2025.07.31 09:44:02 -07'00'	Signature:
Print Name: Dr. Rebecca Westover	Print Name: Jeffrey Baier
Print Title: Chief Business Officer	Print Title: Superintendent

Board of Trustees Action (District Office Use Only)

Board of Trustees Meeting Date: _____ For Contract: Review Ratification

ATTACHMENT C: COST PROPOSAL

In consideration of the performance of the terms of the agreement, MVWSD and the Contractor agree to the following rates in the Cost Proposal for Plumbing labor services. The bidder shall submit, along with their proposal, a detailed rate schedule that includes hourly labor rates for regular time, overtime, and double time, as well as all applicable additional charges such as material markup percentages and equipment usage fees. All rates must be fully supported by documentation to the satisfaction of MVWSD.

Labor Category	Hourly Rate (Mon-Fri, 7AM-5PM, excluding holidays)	Hourly Rate (Outside of Normal Business Hours)	Hourly Rate (Holidays)	Minimum Call-Out Hours (hrs)
Journeyman	$200.00	$300.00	$400.00	2 hours
Apprentice	$	$	$	hours
Other: _____	$	$	$	hours

Response Time Commitment (Emergency Calls): 2 hours
Response Time Commitment (Non-Emergency Calls): 2 hours

Description	Rate/Amount	Notes
Truck/Service Call Fee	$85.00	Per Visit
Mileage Fee	$	Round Trip
Material Upcharge	25 %	Over actual Cost
Other: _____	$	If applicable

NOTE: The MVWSD has requested pricing in the format provided to ensure uniformity of response. Pricing based on the suggested formulas is proven to be accurate and verifiable. If you believe an alternative methodology is equally accurate and verifiable, and would like to use an alternative methodology in your submission, please indicate on your cost proposal form. In addition, provide the formula used and list all different and additional factors (if any). Proposals using alternative methodologies must include an explanation that fully describes and supports your methodology so that MVWSD can verify the adequacy of your formula and further verify that the amount stated is achievable. Be advised that failure to provide sufficient evidence to support an alternative methodology shall constitute grounds for non review and/or rejection of resubmittal packages.

THERMA
A LEGENCE Company

Service Department

2025-2026 COMBINED LABOR RATES

HVAC RATES			
Type	Straight	Overtime	Double Time
HVAC CONTRACT	203.00	304.50	406.00
HVAC NON-CONTRACT	223.00	334.50	446.00
HVAC SF CONT	234.00	351.00	468.00
HVAC SF NON CONT	254.00	381.00	508.00
CHILLER CONT	232.00	348.00	464.00
CHILLER NON CONT	252.00	378.00	504.00
CHILLER SF CONT	247.00	370.50	494.00
CHILLER SF NON CONT	265.00	397.50	530.00

PLUMBING RATES			
Type	Straight	Overtime	Double Time
CONTRACT	200.00	300.00	400.00
SF CONTRACT	235.00	352.50	470.00
NON-CONTRACT	200.00	300.00	400.00
SF NON-CONTRACT	235.00	352.50	470.00

CONTROLS & ELECTRICAL			
Type	Straight	Overtime	Double Time
CONTROLS CONTRACT	240.00	360.00	480.00
CONTROLS NON-CONTRACT	260.00	390.00	520.00
CONTROLS SF CONTRACT	260.00	390.00	520.00
CONTROLS SF NON-CONT	280.00	420.00	560.00
ELECTRICAL CONTRACT	240.00	360.00	480.00
ELECTRICAL NON CONT	260.00	390.00	520.00
ELECTRICAL SF CONT	260.00	390.00	520.00
ELECTRICAL SF NON CONT	280.00	420.00	560.00

TAB RATES			
Type	Straight	Overtime	Double Time
CONTRACT	203.00	304.50	406.00
SF CONTRACT	234.00	351.00	468.00
ADMIN	140.00	210.00	280.00
PROJECT MANAGER	212.00	318.00	424.00

A truck charge of $85.00 will be applied per call

All labor rates are based on current Union Contracts and are subject to change on the anniversary date of July 1st of each year.

24/7 Phone: 408-347-3500

Award of Contract – Plumbing Maintenance and Repair Services
Dalewyn Spinks: Director, MOT
Mountain View Whisman School District

Proposals were evaluated based on several key criteria, with scoring conducted in alignment with the evaluation methodology outlined in the RFP. While total extended cost played a significant role in vendor ranking, a balanced scorecard approach was used to ensure that providers also met the District's expectations in areas such as technical compliance, experience, and references.

Results:

Vendor	Total Extended Cost (50)	Specifications (15)	Qualifications (25)	References (10)	Total Score (100)
Therma LLC	50	10	25	10	95

Participating vendors were deemed responsive and responsible, with proposals that demonstrated the capability to deliver high-quality plumbing maintenance and repair services that align with the District's operational, safety, and infrastructure standards.

Recommended Contract Awards:

- *Therma LLC* – Based on the highest overall score and demonstrated capacity to meet the District's needs for comprehensive plumbing maintenance, repair, emergency response, and infrastructure support services, it is recommended that *Therma LLC* be awarded the contract for District-wide Plumbing Maintenance and Repair Services.

It is further recommended that the Board of Trustees approve the contract award to *Therma LLC* in accordance with the proposal evaluations and service designation described above. Thank you for your time and consideration.

NOTICE OF INFORMAL REQUEST FOR PROPOSAL

Notice is hereby given that the Governing Board of the Mountain View Whisman School District in Mountain View, CA will receive emailed or sealed Request for Proposals (RFP) No. 2025-05-16 for the procurement of the following:

Maintenance and Repair of Plumbing

Submission Deadline:

RFP's must be received no later than May 30th, 2025 (1:00 PM PST). Proposals received on or before the deadline will be accepted. Proposals that are received after the deadline will not be accepted.
Proposals must be emailed (dspinks@mvwsd.org) or delivered in a sealed envelope and identified with the RFP number. Faxed RFP's will not be accepted.

Deliver proposals to the following location:

Mountain View Whisman School District
Dalewyn Spinks, Director M.O.T.
1400 Montecito Avenue
Mountain View, CA 94043
Office hours: M–F, 8:00 AM – 4:00 PM

Companies interested in proposing should request appropriate documents or can access the documents online using the following instructions: MVWSD.org, District Business.

Mountain View Whisman School District (MVWSD) reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. MVWSD will award the contract based on a review and analysis of the proposals that determines which proposal best meets our needs. Following the review and analysis of all responsive proposals, MVWSD will make a recommendation to our governing board, as applicable, at a regularly scheduled governing board meeting.

This Notice is to be posted on:
Dated: May 16th, 2025

RFP Introduction: This solicitation is requesting sealed proposals from California State licensed Plumbing Contractors for Plumbing Maintenance and Repair Services at various District facilities. Contractors will provide full-service plumbing maintenance and repair and administer the duties and responsibilities outlined in this Request for Proposals ("RFP"), in compliance with all applicable laws, regulations, policies, and procedures. Firms submitting proposals must be prepared to immediately enter into a contract ("Agreement") for the services and duties as set forth in this RFP.

The scope of work will include the provision of a comprehensive plumbing maintenance and management program, which includes, but is not limited to, inspection, preventive maintenance, emergency response, general repairs, leak detection, backflow certification, grease trap service, hydro flushing and excavation, drain cleaning, pipe and fixture replacement, storm and sewer line repair, camera inspections and other necessary services to ensure the proper functioning of all plumbing systems districtwide. Services may include work on domestic water systems, sanitary sewer systems, storm drainage systems, gas lines, water heaters, backflow devices, and related plumbing infrastructure.

The successful vendor must be equipped to provide 24/7 emergency response services and must have all necessary equipment, including but not limited to Hydro Excavation Trucks, to safely and efficiently address a wide range of plumbing issues. The vendor will be responsible for furnishing all labor, supervision, materials, equipment, transportation, and disposal of used materials, as well as maintaining service and shop facilities necessary to perform high-quality work.

It is the intent of the Mountain View Whisman School District (MVWSD) to identify and establish long-term partnerships with highly qualified Contractors. To achieve the best level of service, the District believes that the relationship must be built on mutual trust and respect. Teamwork, flexibility, and cooperation will be essential characteristics of the successful Contractor.

A contractor who submits a proposal in response to this solicitation will be hereinafter referred to as "Proposer."

Background information: The Mountain View Whisman School District (MVWSD) is a public school district serving the city of Mountain View, California. The district operates 11 elementary schools and 2 middle schools, providing high-quality education to over 4,500 students from diverse backgrounds.

MVWSD is committed to maintaining safe, efficient, and sustainable facilities to support student learning and staff operations. As part of our ongoing efforts to ensure reliable water delivery, sanitation, and drainage infrastructure across all campuses, we are seeking qualified plumbing contractors to assist in the maintenance, repair, and potential upgrades of our plumbing systems.

*Email questions to dspinks@mvwsd.org

Submission of Proposals: Proposers may email (dspinks@mvwsd.org) or mail sealed proposals, to the address and staff member designated, by the proposal submission deadline defined on the NOTICE OF REQUEST FOR PROPOSAL page. It is the Proposer's responsibility to assure that its proposal is received by this deadline, no exceptions. Proposers may also request confirmation of receipt by emailing Dalewyn Spinks, dspinks@mvwsd.org. Regardless of submission method, it is the responsibility of the proposer to confirm and ensure that the email or sealed proposal was received by the submission deadline.

Proposals will be accepted up to, and no proposals will be accepted after, the RFP submission deadline. Time is Pacific Standard Time as indicated on the designated clock at the District. Proposals that arrive after the submission deadline will not be considered. It is the responsibility of the Proposer to ensure that the proposal arrives at the required location by the submission deadline.

If the District determines there is a discrepancy in or omission from this solicitation prior to the RFP submission deadline, an addendum will be issued to all Proposers that have submitted proposals or Proposers that have requested a copy of the solicitation.

The District will not be responsible for the opening of, post-opening of, or failure to open a proposal not properly addressed or identified.

The District will not assume the responsibility for any delay as a result of failure of the mail or other delivery service to deliver proposals on time

Signatures: All proposals must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

Cost of Preparing Proposal: Proposers are responsible for the costs of preparing and submitting the RFP. Materials submitted as part of the proposal will become the property of the District unless otherwise noted.

Proposal Withdrawal: The proposer may withdraw Proposals prior to the time denoted for opening the submissions, but after the opening, submissions may not be withdrawn for a period of sixty (60) days. A successful proposer shall not be relieved of the submitted proposal without the consent of the District recourse to Public Contract Code Section 5100 et. seq.

Reservation of Rights: The District expressly reserves the following rights:

1. To reject all proposals for reasonable cause;
2. To reject any part of the proposal not meeting the specifications set forth in the RFP documents
3. To waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals;

4. To negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the District considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in different proposals from all respondents.
5. To re-award the solicitation to another Proposer in the event the Proposer to whom an RFP is awarded defaults in executing the formal agreement; and
6. In the best interests of the District, accept or reject any and all portions thereof, select the next most responsive proposal, or if necessary, issue a new solicitation or take other action as the District deems appropriate.

Prices: Proposers are encouraged to submit the most competitive pricing possible because the District will be soliciting multiple bids from Bidders to achieve the lowest possible price for the specifications and requirements outlined in this solicitation.
Prices should be stated and shown as instructed on the Cost Proposal Sheet Sheet for each service, based on requirements specified.

Experience and Service: Proposers are advised they must demonstrate the ability to provide the necessary services required under this agreement.

Proposers are required to submit three references listing currently serviced school districts. The list shall include district name, MOT director's name and phone number. Proposers may be required to verify that they have been in the business called for in this Request for Proposal for at least twelve (12) months. Experience and service are factors in the award of this contract.

A contractor's recent performance under any previous or existing contract may be examined. Poor performance or references of current or past customers may be used in the evaluation. Proposers, therefore, release the organizations and individuals listed from any claim or liability, because of responses given to requests for information by the District regarding the Proposer and/or the Proposer's performance of work.

Method of Award: Proposals that are submitted timely and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. In addition, the District may conduct a pre-award audit. A contract will be awarded to the responsive and responsible Proposer with the highest total score. Winning Proposer will be herein referred to as the "Selected Contractor."

- A "responsive Proposer" will be able to meet the requirements described in this solicitation.
- A "responsible Proposer" is willing and capable of furnishing the goods or services described in this solicitation.

Bids will be evaluated on the basis of price (50%), compliance to the specifications (15%), qualifications (25%), and references (10%) provided by the Bidder. Because it is known that the

lowest bidder may not be able to meet all the needs of the District on any given date/time, qualified contractors will be awarded contracts and will be given the opportunity to provide service in order of the ranking that will result from the bids submitted by responsive and responsible contractors.

Safety & Security: The Contractor and all associated personnel must adhere to all established safety protocols to ensure the well-being of students, staff, and the public. The Contractor is responsible for maintaining a secure work environment and shall take precautions to prevent any hazards or security risks. At the conclusion of work in each room, the Contractor must ensure that all doors are properly secured. All exterior doors must remain locked at all times. Contractors shall not prop open or leave exterior doors unsecured. If an interior door is found open or unlocked, it should be left in the same condition as it was found unless instructed otherwise by authorized school personnel. Contractors must follow all district safety procedures and immediately report any security concerns, hazards, or incidents to the designated district representative. Failure to comply with these security and safety requirements may result in termination of the contract and/or restricted access to district facilities.

Emergency Situation: For any emergencies occurring at district facilities, contractors must follow proper procedures. In the event of a medical emergency, fire, or other public safety incident, immediately call 9-1-1 and provide the dispatcher with the facility name and address, then notify the designated district representative as soon as it is safe to do so. For urgent facility issues such as water leaks, power outages, gas leaks, or structural damage, contact the Director, MOT or designated district staff immediately, as they are available 24 hours a day to address critical maintenance concerns. All contractors are expected to familiarize themselves with site-specific emergency procedures and contacts before beginning work at any district facility, and failure to report emergencies promptly may result in corrective action.

Proposer Agreement: Mountain View Whisman School District will have an Independent Contractor for Professional Services Agreement (PSA) with the selected contractor which will serve as the awarded contract. The contract includes all terms and conditions as described in this RFP, submission responses from the Selected Contractor and any other negotiated terms and conditions agreed to by both parties and will represent the complete contractual requirements for both the MOT and Selected Contractor.

Contract Maintenance: The District will monitor the awarded contract for contractor compliance and will communicate with the Selected Contractor as needed to discuss service availability, scheduling and response times, equipment performance and maintenance, invoicing issues, special service requests, or any other relevant matters related to Plumbing services.

Contract Modification: The District reserves the right to renew or modify the awarded contract by mutual agreement between the District and Selected Contractor, so long as such modification would not result in a service change to the solicitation and awarded contract. Such modifications will be evidenced by issuance of a written authorized amendment by the District.

RFP RESPONSE PACKET REQUIREMENTS

RFP Requirements: The District assumes no responsibility for errors or misinterpretations resulting in incomplete solicitation documents. It is the Proposer's responsibility to use a complete set of RFP documents in the preparation and submission of its proposal. The forms furnished as part of this solicitation MUST be used for the proposal and must be signed by the proposer. No proposals will be considered unless made on the forms provided and must not be detached from the solicitation document of which it forms a part. Failure to follow these instructions may result in your proposal being disqualified.

Services to be provided: The Contractor is responsible for providing an adequate level of staffing, along with the necessary tools, equipment, and vehicles, to support all facility plumbing maintenance functions during scheduled service hours and for emergency responses outside of normal working hours. The Contractor must maintain a valid California State License Board (CSLB) contractor's license for plumbing and comply with all applicable licensing, insurance, and permit requirements set forth by the City, State, and Federal governments, as well as all other legal requirements.

Service Availability: The Contractor shall provide plumbing trouble-call service 24 hours a day, seven days a week, with response times not to exceed the following: Emergency plumbing issues must be responded to within four (4) hours, and non-emergency issues must be addressed within five (5) working days from the time the District reports the issue to the Contractor's designated emergency phone number. Additionally, the Contractor must have the capability to respond immediately to situations impacting the health and safety of employees, students, or the public, as well as any plumbing issues affecting the comfort and operational functionality of public meeting spaces. Routine plumbing repairs, service requests, or other non-urgent tasks must be completed by journey-level plumbing staff within five (5) working days from the date of request by the District Representative. Failure to respond to emergencies in a timely manner may result in a penalty fee of $100 per occurrence.

Trouble Calls and Repair Services: Should the District request the Contractor to address issues with plumbing systems or equipment, the District shall be responsible for the associated labor and travel costs. These costs, as outlined in the proposal, will be a key factor in the bid evaluation process. All rates shall remain firm for the duration of the contract. The District reserves the right to utilize other vendors or contractors for plumbing trouble calls and repairs as needed.

Staffing, Workmanship and Quality Level: The Contractor shall provide a staffing level that ensures the desired level of customer service, program support, and plumbing maintenance and repair services at designated District facilities. All work shall be performed by journey-level plumbing staff who are directly employed and supervised by the Contractor. The Contractor shall provide competent management and technical supervision as required. The Contractor is responsible for the skills, methods, and actions of all employees and subcontractors, as well as the quality of all work performed. The Contractor must also have the capability to diagnose and

repair complex plumbing systems and infrastructure, including but not limited to domestic water systems, sanitary sewer lines, storm drains, gas piping, backflow prevention devices, and associated control systems.

Equipment and Materials:
The Contractor shall furnish and maintain all equipment necessary for properly servicing and maintaining plumbing systems in Mountain View Whisman School District (MVWSD) buildings. The District reserves the right to inspect equipment used to perform services under this contract. Any equipment determined to be in poor condition must be replaced immediately at the Contractor's expense. Failure to provide suitable equipment to fulfill all requirements of this contract may be grounds for termination.

The Contractor shall furnish all parts and materials necessary for properly maintaining and repairing plumbing systems in MVWSD buildings. Mark-up on parts and materials may not exceed 15% of the Contractor's cost. Invoices must clearly identify the work performed, cost of labor, parts/materials used, parts/materials cost, and parts/materials mark-up cost.

All services must be performed in compliance with MVWSD policies, safety regulations, and industry standards.

The proposer will need to complete, sign, and return all attachments:

1. Attachment A: Vendor Questionnaire
2. Attachment B: Response to Technical Questions Form
3. Attachment C: Cost Proposal

ATTACHMENT A: VENDOR QUESTIONNAIRE

The following information is required when submitting a response to this solicitation. Please complete ALL areas. The information provided herein will be used for evaluating the qualifications of the Contractor to perform the work to be done. The questionnaire must be filled out accurately and completely and submitted with the other parts of your bid proposal. Any errors, omissions, or misrepresentation of information may be considered as a basis for the rejection of the bid proposal and may be grounds for the cancellation of any agreement executed as a result of the Request for Bid Proposals.

Where space is not provided for an answer, or your answer will not fit in the space provided, please attach additional sheets marked with the question they address (e.g., I.B.3). The answer sheet must respond to each of the following questions, in precise order, as presented.

When completed, this questionnaire and the responses contained within it or attached to it shall be considered a part of the Plumbing Service Agreement Contract.

Mark "N/A" for those which are not applicable. Type or print legibly.

I. DESCRIPTION OF CONTRACTOR'S ORGANIZATION

A. FIRM

LEGAL NAME OF BUSINESS:

THERMA LLC

DBA OR BUSINESS NAME (IF DIFFERENT)

ADDRESS OF BUSINESS

STREET ADDRESS:

1601 Las Plumas Avenue

CITY:

San Jose STATE: CA ZIP: 95133

PAY OR REMIT ADDRESS

LEGAL NAME OF BUSINESS:

THERMA LLC

STREET ADDRESS:

P.O. BOX 515580

CITY: Los Angeles STATE: CA

ZIP: 90051-4596

TELEPHONE NUMBER: (408) 726-5881

TOLL FREE NUMBER: (____) _____

FAX NUMBER: (____) _____

EMAIL: ar@therma.com

BUSINESS FEDERAL IDENTIFICATION NUMBER:
82-0905523
(SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM)

ACCOUNT MANAGER: Guadalupe Pattison
TELEPHONE NUMBER: (408) 347-3400
CELL PHONE NUMBER: (669) 210-5348
FAX NUMBER: (____) _____
EMAIL: gpattison@therma.com

CUSTOMER SERVICE REPRESENTATIVE: N/A
TELEPHONE NUMBER: (____) _____
CELL PHONE NUMBER: (____) _____
FAX NUMBER: (____) _____
EMAIL: _____

BILLING QUESTIONS CONTACT PERSON: _____
TELEPHONE NUMBER: (408) 347-3400
CELL PHONE NUMBER: (____) _____
FAX NUMBER: (____) _____
EMAIL: billingDept@therma.com

EMERGENCY CONTACT PERSON FOR BEFORE/AFTER HOURS
Guadalupe Pattison
TELEPHONE NUMBER: (____) _____
CELL PHONE NUMBER: (669) 210-5348
FAX NUMBER: (____) _____
EMAIL: gpattison@therma.com

B. TYPE OF ORGANIZATION

1. INDICATE YOUR ORGANIZATION TYPE: Mechnical Contractor
   - ○ CORPORATION (LIST OFFICERS AND POSITIONS):
Mike Fisher, President, Scott Carstairs, Executive Vice President
Chris Parrette, Vice President Risk Management

STATE IN WHICH INCORPORATED: CA
   - ○ SUBSIDIARY (PROVIDE NAME AND ADDRESS OF PARENT CORPORATION):

2. IS YOUR FIRM OR A PARENT FIRM PUBLICLY HELD?
   - ○ YES
   - ⊗ NO

IF NOT, LIST THE PRIVATE INDIVIDUAL(S) OR FAMILY(IES) WHO OWN MORE THAN 20% OF YOUR FIRM, OR IDENTIFY THE GENERAL PARTNER OR SOLE PROPRIETOR:

3. PLEASE LIST ALL NAMES YOUR COMPANY HAS OPERATED UNDER FOR THE PAST TEN (10) YEARS. INCLUDE THE CITY, ADDRESS, AND COUNTRY OF ORIGIN FOR EACH NAME: N/A

C. REFERENCES

1. DISTRICT/COMPANY NAME: _____
   a. MAINTENANCE DIRECTOR_____
   b. PHONE NUMBER: _____

2. DISTRICT/COMPANY NAME: _____
   a. MAINTENANCE DIRECTOR_____
   b. PHONE NUMBER: _____

3. DISTRICT/COMPANY NAME: _____
   a. MAINTENANCE DIRECTOR_____
   b. PHONE NUMBER: _____

ATTACHMENT B: RESPONSE TO TECHNICAL QUESTIONS FORM

On a separate sheet of paper, please provide a brief narrative titled "Attachment B – Response to Technical Questions Form," addressing the questions in Sections 1 through 4 below. Be sure to include your company's complete legal name and form of entity (for example, "Corporation") on each page of your response.

SECTION 1: PREVIOUS EXPERIENCE PROVIDING PLUMBING SERVICES TO PUBLIC AND/OR PRIVATE CLIENTS

1. Describe your previous experience providing Plumbing maintenance and repair services to like-sized public agencies and/or private companies. (Provide a narrative outlining your experience with public agencies, school districts, or private companies that are similar in size and scope to MVWSD. Include contract duration, scope of work, and key accomplishments.)

2. Describe management personnel's experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement. (Provide details about management personnel, their roles, years of experience, and how they oversee operations for contracts of this nature.)

3. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances. (If applicable, provide details regarding any contract terminations, including explanations and resolutions. If no such instances exist, state "Not applicable.")

SECTION 2: ASSESSMENT OF WORK QUALITY, PERFORMANCE, AND WORKING RELATIONSHIPS WITH CURRENT AND RECENT CLIENTS

1. List three (3) like-sized customers that you have provided ongoing Plumbing maintenance services to within the last three (3) years. Provide the following information for each:
    a. Customer Name:
    b. Customer Contact Name:
    c. Phone Number:
    d. E-Mail Address:
    e. Number of years your firm has provided Plumbing maintenance services to the customer:
    f. Names of facilities/locations where services have been provided:

SECTION 3: QUALIFICATIONS OF STAFF TO BE ASSIGNED TO PROVIDE PLUMBING MAINTENANCE SERVICES AT MVWSD FACILITIES

1. Attach an organizational chart for your company, or the local office that would service this contract. (Attach a detailed organizational chart showing reporting structures and key personnel.)

2. For the local office to serve this contract, list the following:
    a. Total number of staff assigned to Mountain View Whisman School District: (Provide number.)
    b. Names and qualifications of key staff, including years in the industry and with your firm: (Provide detailed information on key personnel.)
    c. Number of new hires in the last six months: (Provide hiring data.)

3. Briefly describe your employee training program and requirements. (Provide an overview of employee training, including safety training, technical certifications, ongoing education, and any other professional development initiatives.)

SECTION 4: WELL-ORGANIZED COMMUNICATION SYSTEMS AND REPORTING CAPABILITIES

1. Describe the systems your company uses to communicate between supervisors, office staff, and field staff. Also, describe the systems you use to assign, track, and evaluate work performed by your employees. (Describe the communication tools and platforms used for internal coordination, such as work order management software, dispatching systems, and reporting tools.)

2. Describe your existing customer service program, how you would monitor customer satisfaction, how complaints will be resolved, and your plan for quality control. (Outline your customer service approach, feedback collection methods, escalation processes, and quality assurance procedures.)

3. Describe your communication plan to assure proper communication between your representative and MVWSD's representative. (Provide details on scheduled meetings, reporting structures, designated points of contact, and response protocols.)

4. Describe in detail your Safety Program. (Provide an overview of workplace safety protocols, compliance with OSHA regulations, employee safety training, and any relevant safety certifications.)

ATTACHMENT C: COST PROPOSAL

In consideration of the performance of the terms of the agreement, MVWSD and the Contractor agree to the following rates in the Cost Proposal for Plumbing labor services. The bidder shall submit, along with their proposal, a detailed rate schedule that includes hourly labor rates for regular time, overtime, and double time, as well as all applicable additional charges such as material markup percentages and equipment usage fees. All rates must be fully supported by documentation to the satisfaction of MVWSD.

Labor Category	Hourly Rate (Mon-Fri, 7AM-5PM, excluding holidays)	Hourly Rate (Outside of Normal Business Hours)	Hourly Rate (Holidays)	Minimum Call-Out Hours (hrs)
Journeyman	$200.00	$300.00	$400.00	2 hours
Apprentice	$	$	$	hours
Other: _____	$	$	$	hours

Response Time Commitment (Emergency Calls): 2 hours
Response Time Commitment (Non-Emergency Calls): 2 hours

Description	Rate/Amount	Notes
Truck/Service Call Fee	$85.00	Per Visit
Mileage Fee	$	Round Trip
Material Upcharge	25%	Over actual Cost
Other: _____	$	If applicable

NOTE: The MVWSD has requested pricing in the format provided to ensure uniformity of response. Pricing based on the suggested formulas is proven to be accurate and verifiable. If you believe an alternative methodology is equally accurate and verifiable, and would like to use an alternative methodology in your submission, please indicate on your cost proposal form. In addition, provide the formula used and list all different and additional factors (if any). Proposals using alternative methodologies must include an explanation that fully describes and supports your methodology so that MVWSD can verify the adequacy of your formula and further verify that the amount stated is achievable. Be advised that failure to provide sufficient evidence to support an alternative methodology shall constitute grounds for non review and/or rejection of resubmittal packages.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Therma LLC

***REQUIRED CHECKBOX* for Service Contracts**

☒ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**

☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

☐ **Contract for Professional Services / Special Services**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 and above**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

If it is advantageous for the district to pursue a particular vendor, a justification can be attached.

☐ **Contract for Services (*NOT* Special Services)**

- ☐ **$50,000 or below**, no further steps required.
- ☐ **$50,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation (Bus, Cars, etc.) Services**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ **$75,000 or below**, no further steps required.
- ☐ **$75,001 - $114,500**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ **$114,501 and above,** followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials {Ed Services}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**

- ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☒ **Contract for Construction, Repair and Maintenance {MOT or CBO}**

- ☐ **Up to $75,000**, completed the following items:
  - ☐ ____ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☒ **$75,001 - $220,000,** followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **$220,001 and above,** followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ **Lease-Leaseback,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ **Design-Build,** utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

☐ **Emergency Contracts {CBO Only}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)		**Approval by Person with Delegated Authority** (Superintendent, CBO, Assoc. / Asst. Superintendent)	
Signature:		Signature:	Digitally signed by Dr. Rebecca Westover Date: 2025.07.31 09:48:26 -07'00'
Date:	June 3rd, 20 25	Date:	July 31, 20 25
Print Name:	Dalewyn Spinks	Print Name:	Dr. Rebecca Westover
Print Title:	Director, MOT	Print Title:	Chief Business Officer

For Department: MOT

Checklist not required for school sites