

SANTA CLARA COUNTY CENTRAL FIRE PROTECTION DISTRICT



REQUEST FOR PROPOSAL FOR

Individuals or Firm to Fill the Role of Fire Service Occupational Fitness and Wellness
Trainer/Coordinator

RFP NUMBER: Bid #OccupFitWell 013123LT
ISSUE DATE: 1/31/2023

PROPOSAL DUE
DATE
2/15/2023 by 3:00 pm

SUBMIT BY US MAIL OR
EMAIL TO:
Santa Clara County Central Fire Protection District
Attn: Bid #OccupFitWell 013123LT
14700 Winchester Blvd.
Los Gatos, CA 95032
procurements@sccfd.org

RFP POINT OF CONTACT:
Mark Shumate, Deputy Chief, Training Division

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APPENDICES

All applicable Appendices must be submitted with the proposal and signed as indicated.

Appendix A: PROPOSAL RESPONSE COVER SHEET

Appendix B: DECLARATION SUBMITTAL FORM

Appendix C: DECLARATION OF INTENT TO COMPLY WITH DISTRICT COVID-19 REQUIREMENTS

EXHIBITS

The Attachments listed below are for reference only and are not required to be submitted with the proposal.

EXHIBIT A: SAMPLE AGREEMENT WITH STANDARD TERMS AND CONDITIONS

EXHIBIT B: INSURANCE REQUIREMENTS

I. INTRODUCTION

A. INVITATION

The Santa Clara County Central Fire Protection District (“District”, “Fire District” or “Fire Department” or “County Fire”) is seeking proposals from qualified individuals or firms that will provide ongoing occupational fitness and wellness education and coaching, primarily to fire suppression/safety first responders. Work will include coaching functional exercise activities specific to the work of firefighters. Work will also include coordinating, planning and facilitating wellness, mind-body and lifestyle programming to groups and customized rehabilitation exercises and programs for individuals. The Fire Service Occupational Fitness and Wellness Trainer/Coordinator will provide back-up support and retesting for annual firefighter physical fitness and cardio health testing.

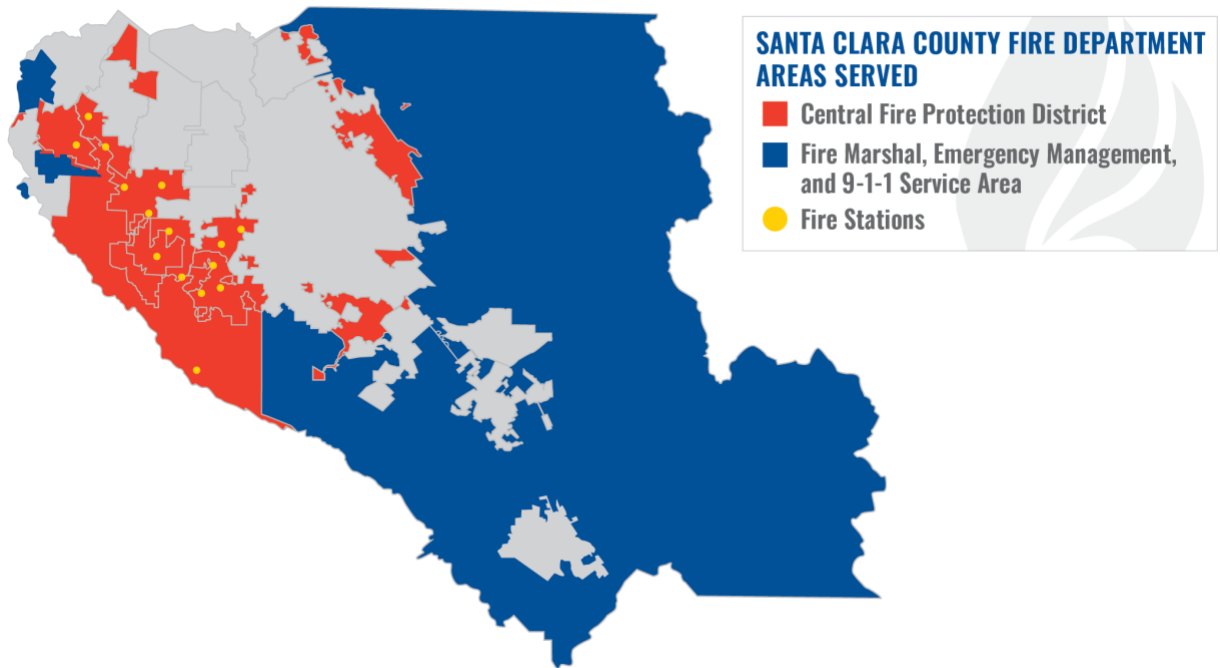
The Fire District is seeking a Fire Service Occupational Fitness and Wellness Trainer/Coordinator with a specialized skillset and expertise in addressing the needs of First Responders, related to fitness level, injury prevention during dynamic and demanding work, and injury rehabilitation and recovery. The Fire District is building one of the most comprehensive and innovative Wellness Programs based on evidenced-based program components available in the industry. Therefore, the Minimum Qualifications and standards are targeted to this goal and the expectations will be that respondents be highly qualified in the areas outlined in Section II Scope of Work and Role.

The **Minimum Qualifications** for those (individuals or firms) responding to this RFP are that key personnel will have a minimum of five (5) years’ experience training and providing related wellness services to First Responders, Firefighters, Paramedics, Law Enforcement, Military, Department of Defense/Special Forces, professional or collegiate athletes or sports teams, or related tactical athletic programs geared towards physically demanding situations that require tactical strength and conditioning, mobility, movement efficiency, aerobic capacity, and power. Additionally, highly qualified respondents will be able to demonstrate the ability to train in the fire station, during shift work, and at an appropriate intensity while on staff is on duty. Education or background in exercise physiology, physical therapy, or kinesiology is desirable.

This RFP is expected to yield an exceptional individual or firm with specialized experience with First Responders or related staff and the expertise and capability to serve as the District’s contracted Fire Service Occupational Fitness and Wellness Coordinator as outlined in Section II Scope of Work and Role.

B. ORGANIZATIONAL BACKGROUND

Established in 1947, Santa Clara County Fire Department is an internationally accredited emergency services agency serving the largest county in Northern California. We provide emergency response to over 226,000 residents in the communities of Campbell, Cupertino, Los Altos, Los Altos Hills, Los Gatos, Monte Sereno, Redwood Estates, Saratoga and adjacent unincorporated areas.



Daily 24-hour emergency response staffing consists of 66 firefighters and officers operating out of 15 fire stations with 31 front-line fire apparatus and 3 command vehicles.

Governed by the Santa Clara County Board of Supervisors acting as County Fire's Board of Directors, the Fire Chief serves as the County Fire Marshal and also provides management oversight for the County's Office of Emergency Management and 9-1-1 Communication Center.

The department employs over 300 fire prevention, suppression, investigation, administration, and maintenance personnel.

C. TRAINING DIVISION AND FIRE DEPARTMENT WELLNESS PROGRAM

The Fire Service Occupational Fitness and Wellness Trainer/Coordinator will report to and be organized within the Training Division. The Training Division is responsible for ensuring mandated and necessary training, and continued professional development, for all department personnel. County Fire utilizes a variety of training venues including classrooms and/or drill sites. County Fire encourages its personnel to pursue continuing education, and the Training Division facilitates this for all its personnel.

The Deputy Chief of Training is the designated Department Health and Safety Officer. As the Department Health and Safety Officer, the Deputy Chief of Training oversees the Employee Health and Safety Program, the Wellness Program, the On-Call Incident Support Program, the Safety Committee, and the Fitness Committee (Health and Wellness).

The Department Wellness Program supports County Fire's Healthy In-Healthy Out Initiative, which focusses on organizational health and wellness practices that maintain firefighter health from the first day on the job through retirement. The key elements include preventative medicine and early identification of disease and includes: annual medical examinations with lab work of key health markers, vision test, pulmonary test, EKG, comprehensive cancer screen, heavy metal screen and consultation with the employee on personal health related topics. These exams are scheduled by the Training Division and conducted by a contracted occupational health company. Fitness testing is conducted every year for all safety (fire suppression) employees.

In addition to the preventative and ongoing physical wellness monitoring components of the Wellness Program, there is a mental health component. Mental health components are first addressed by Concern Employee Assistance (EAP) that provides general lifestyle wellness information and topics specific to first responders. To augment Concern EAP and to provide first responder-targeted support and critical incident debriefing, First Alarm Wellness is contracted with the County Fire to provide telemedicine, referral, and on-site support as needed in specific situations. There are benefits available to all employees related to referral to professional and career support to address assessment and general education.

The Fire Service Occupational Fitness and Wellness Trainer/Coordinator that will be selected from this solicitation may serve as a back-up to the cardio and physical fitness portions of the annual fitness testing tests, when needed. A portion of the Fire Service Occupational Fitness and Wellness Trainer/Coordinator's time will be spent on group training, a portion of time

one-on-one coaching, and administrative time ensuring there is adequate record-keeping done related to employee progress notes for the consultations provided. Additionally, the Fire Service Occupational Fitness and Wellness Coordinator will develop healthy-lifestyle educational messaging based on scientifically tested and proven approaches.

The Fitness Committee reviews fitness standards and evaluates fitness equipment, and provides feedback on the Fitness and Wellness Program. Santa Clara County Fire supplies a variety of fitness equipment to fire stations and facilities. The Fire Service Occupational Fitness and Wellness Coordinator will not be required to maintain or test fitness equipment as these functions are managed in-house.

II. PROJECT SCOPE OF WORK AND ROLE

The purpose of the Fire Service Occupational Fitness and Wellness Coordinator is to help support employees in meeting annual fitness standards, rehabilitation from injury, functional fitness and injury prevention. Work will include individual and group coaching and education which may include, but is not limited to, mind-body and nutrition education. Assisting Training Staff to complete necessary documentation for the program and individual training records is anticipated.

The following key areas of the scope of the work are outlined generally below, but do not represent the full list of duties. Proposals will be rated based on the degree to which proposing individuals or firms demonstrate expertise and ability to provide a wide range of services related to County Fire's Occupational Fitness and Wellness Program and the Project Scope of Work:

A. PHYSICAL FITNESS COACHING—GROUP

1. Station and shift Work
2. Friday Drills—15 Minutes Incorporated into standing Weekly Drill

B. PHYSICAL FITNESS COACHING—INDIVIDUAL

1. Develop programs to bring fire suppression and other staff into required and non-required fitness standards, as applicable
2. Injury Rehabilitation programs
3. Customized programs to address individual risk factors

C. FITNESS TESTING AND RE-TESTING

1. Back-Up annual fitness testing, as needed, including:
 - a. VO2 Max
 - b. Treadmill/Cardio Fitness
 - c. Pull Up
 - d. Push Up
 - e. Sit Up
 - f. Flexibility
 - g. 1.5 Mile Run (less than 12 minute/mile)
 - h. 45 Lb-Carry for 3 miles in less than 45 minutes

D. WELLNESS EDUCATION

- a. Nutrition
- b. Sleep
- c. Stress Reduction
- d. Preventative Health Lifestyle
- e. Functional Wellness

E. REPORTING AND ADMINISTRATIVE TASKS

- a. Documenting Program Goals and work towards meeting them
- b. Reporting and secure handling of notes for individuals and customize plans
- c. Management of the Wellness and Fitness Calendar of Events
- d. Develop and present Annual Occupational Wellness Summary Report to Training Chiefs

III. SCHEDULE AND EXPLANATION OF EVENTS

The Fire District will make every effort to adhere to the following anticipated schedule. Note that revisions and modification to the schedule will be posted to both Periscope (formerly Bidsync) and the Santa Clara County Fire Department website (<http://www.sccfd.org/about-sccfd/request-for-proposals>) and that it is the responsibility of the proposer to monitor for updates.

A. SCHEDULE OF EVENTS

	EVENT	DATE
1.	Issue of RFP	1/31/2023
2.	Deadline to Submit Written Questions	2/8/2023 at NOON
3.	Response to Written Questions/RFP Addendum	2/10/2023
4.	Submission of Proposal Deadline	2/15/2023 by 3:00 pm PST
5.	Proposal Evaluation	Week of 2/20/2023
6.	Selection of Short List (if applicable)	By COB 3/3/2023
7.	Conduct Oral Presentations/Interviews (if applicable)	Week of 3/20/2023
8.	Selection of Finalist(s)	3/27/2023 (approximate)
9.	Contract Negotiations	Through 4/7/2023
10.	Issue Notice of Intent to Award (tentative). Note that the procurements@sccfd.org email will cease to be regularly monitored after this date.	4/10/2023 (approximate)
11.	Contract Approval and Execution	5/10/2023 (approximate)
12.	Commencement of Contract	Upon Execution of the Agreement by the parties

B. POINT OF CONTACT

The District has designated a Procurement Lead who is responsible for the conduct of this Procurement whose name, address and email are listed below:

Mark Shumate, Deputy Chief, Training Division
Santa Clara County Central Fire Protection District
14700 Winchester Blvd.
Los Gatos, CA, 95032
mark.shumate@sccfd.org

Any inquiries or request regarding this procurement should be submitted to the Procurement Lead in writing, as per the table in *Paragraph A. Schedule of Events*, above. Proposers may ONLY contact the Procurement Lead regarding this procurement. Other County or Fire District employees do not have the authority to respond on behalf of the Santa Clara County Central Fire Protection District.

C. EXPLANATION OF EVENTS

1. Issue RFP

This RFP is being issued by the Santa Clara County Central Fire Protection District Training Division. Copies of this RFP including supporting documents may be obtained from <https://www.periscopeholdings.com/s2g>

2. Deadline to Submit Written Questions

Potential Proposers may submit written questions to this RFP until the deadline indicated in **Paragraph A of Section I**. Written questions may be submitted via email to the Procurement Lead for this RFP, as indicated in Section B above (mark.shumate@sccfd.org). The Fire District plans to only have one opportunity to accept written questions; thereafter, the Fire District does not guarantee that it will respond to questions submitted before the RFP closing date and time.

The Designated Procurement Lead will not respond to questions submitted in any other manner or format, or timeline.

3. Response to Written Questions/RFP Addendum

Written responses to written questions regarding the substance of the RFP will be listed on an addendum to the RFP and posted on the bid management site: <https://www.periscopeholdings.com/s2g>. The Fire District plans to only have one opportunity to respond to written questions; thereafter, the Fire District does not guarantee that it will respond to questions submitted before the RFP closing date and time.

Any material changes to the RFP will be issued as an Addendum, and posted on <https://www.periscopeholdings.com/s2g>. The Fire District reserves the right to post additional Addenda until the RFP closing date and time.

Though the Santa Clara County Central Fire Protection District posts all materials at the bid management site Periscope (formerly Bidsync), the same materials may also be available on the District's website www.sccfd.org.

4. Submission of Proposals

Proposals must be addressed to and received at the location listed below, either at County Fire Headquarters or via email as indicated below. All received proposals will be time stamped at the time received.

Via Delivery to County Fire Headquarters:

Santa Clara County Central Fire Protection District
Procurement Section
Ref: **Bid #OccupFitWell 013123LT**
14700 Winchester Blvd.
Los Gatos, CA 95032
Telephone: 408-378-4010

Mailed proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **Bid #OccupFitWell 013123LT** as referenced on the cover page.

OR

Via Email: procurements@Sccfd.org

The procurement@SCCFD.org email inbox will only be monitored during an active RFP process. Please contact 408-378-4010 if you do not receive an e-mail reply within 3 business days confirming your submission.

5. Review of Proposals for Responsiveness/Conformity
Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of this RFP, includes all documentation, is submitted in the format in this RFP, is submitted by or before the deadline, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being evaluated as non-responsive and, therefore, rejected. A non-responsive proposal is deemed a non-conforming submission and therefore is ineligible for consideration, because it does not conform to the requirements of this RFP.

IV. EVALUATION, NEGOTIATIONS AND AWARD PROCESS

A. OVERVIEW OF EVALUATION PROCESS

Responsive proposals will be evaluated by the Evaluation Committee members who will independently evaluate, and rate proposals. Evaluation Committee members will rate each element and each proposal. The contract award for this solicitation will be based on the determination of the Best Value proposal for the District.

B. EVALUATION CRITERIA AND PROCESS

The evaluation criteria listed below will be used in the evaluation of written proposals. The expectation is that those proposals in the acceptable range may be considered to progress in the selection process. Proposal should provide clear, concise information in sufficient detail to allow an evaluation based on the criteria below. A Proposer must be acceptable in all criteria for a contract to be awarded to that Proposer.

The criteria are itemized below with their respective weights for a **maximum total of one hundred (100) points.**

1. Required and demonstrated Specialized Experience and Expertise **(25 Points)**
2. Education, certifications and continuing education **(25 Points)**
3. Reference Checks **(15 Points)**
4. Proposer's approach to how they will use their expertise and experience in relation to the potential role of the Fire Service Occupational Fitness and Wellness Trainer/Coordinator, as it relates to the Fire District's Wellness Program and goals of program. **(30 Points);**
5. Cost **(5 Points).**

NOTE: Background clearance is required of anyone working in this role and the criteria above is applied with the assumption that the Background Clearance, LiveScan Fingerprinting, and medical clearance will be conducted and approved for anyone who is selected. Current covid vaccination and masking requirements and health orders that are in effect for vendors working for the County of Santa Clara will apply to Santa Clara County Fire Department contractors. The link to view the current information in effect, please check this website:

<https://procurement.sccgov.org/doing-business-county/contractor-vaccinations>

The proposal will be evaluated by a rating panel based on the above point system with the goal of determining how well the Proposer highlights relevant education, experience and approach to the role, and how well the proposal content matches the Fire District's needs and program goals described in this Solicitation. Once a list of qualified contractors has been assembled based on the written submission, the most qualified will be invited for an onsite interview and/or presentation.

Proposers that demonstrate their specialized knowledge, expertise, capacity, ability and capability to meet the Santa Clara County Fire Department's requirements, will be deemed responsive and continue in the selection process. The highest ranked proposers will be selected to the shortlist and

may then progress to the next round of evaluation, at the discretion of the Fire District.

A shortlist of proposers will only be developed if there are a number of highly qualified candidates, in which the shortlist interview process (which may include an oral presentation and/or a demonstration) will have the purpose to break a tie between or amongst several highly qualified proposers. Interviews may include question-answer format, demonstrations and/or presentations as required. Upon completion of the interview process, the Fire District may re-evaluate, re-score, and/or re-rank the proposals remaining under consideration, to include the rating of the interview.

At the discretion of the District, one or more Proposers may be selected as finalist(s) to enter into negotiations with the Fire District with an intent to award a contract. The District reserves the right to conduct as many rounds of evaluation it needs deems reasonable or necessary in the public best interest. If only one highly qualified proposer is yielded from this RFP, the Fire District may cancel shortlist interviews, at its discretion, and progress to the final interview and negotiation phase.

C. NEGOTIATIONS

The District may direct negotiations with the highest ranked proposer, negotiations with multiple proposers, and /or may request best and final offers. The discussion may include price and conditions attendant to price. Each proposer agrees that its proposal shall constitute a firm offer that it is bound to, and that the District may accept for at least one year after closing the RFP. The District always reserves the right to terminate or suspend negotiations and may begin negotiations with another proposer(s). This process may continue until a contract acceptable to the District has been executed or all proposals are rejected. No proposer shall have any rights against the District arising from such negotiations, suspensions, or terminations thereof.

D. NOTICE OF INTENT TO AWARD

Pursuant to the completion of the final negotiations, the Procurement Lead will issue a Notice of Intent to Award a contract and notify all Proposers directly or as posted on a website. This information may be publicly posted on the procurement portal or Fire District website.

E. SUBMISSION OF CONTRACT FOR EXECUTION

Based on the total value of the agreement, either the Fire District Board of Directors or the Fire Chief will execute the agreement along with the winning bidder. It is anticipated that this contract will be under the Fire Chief's Delegation of Authority from the Fire District Board of Directors, and will not

need to go to the Fire Board for approval.

F. COMMENCEMENT OF AGREEMENT

Commencement of agreement is upon execution by all parties.

V. PROPOSAL PREPARATION AND SUBMISSION

A. The Proposal must include information/responses to the following items in the sequence indicated. Additionally, all required forms provided in the RFP should be thoroughly reviewed, completed, signed and included with proposal.

1. *Cover Letter and Statement of Qualifications* including:
 - a. Introduction of the individual or firm, with the signature(s) of the individual or firm's principal. Include proposer's complete name, business address, email, mailing address, and telephone number of the person the Fire District should contact regarding the proposal. If the proposer is a firm, provide the description of the proposer's organization, including names of principals, number of employees, longevity, client base, areas of specialization and expertise. Please indicate any degrees, training courses, related certifications, or related credentials as these will be factored into scoring.
 - b. Qualifications/Experience/Expertise with names, qualifications, and experience relevant to providing fitness and wellness training to first responders (or similar experience) related to the **I. Introduction** and **II. Project Scope of Work** outlined above. Please note the minimum qualifications before submitting a proposal. The minimum qualifications will need to be met to be evaluated as responsive to this RFP and this must be clear in the cover letter. In summary, the **Minimum Qualifications** for those (individuals or firms) responding to this RFP are:
 - i. A minimum of five (5) years' experience for key staff, training and providing related wellness services to First Responders, Firefighters, Paramedics, Law Enforcement, Military, Department of Defense/Special Forces, professional or collegiate athletes or sports teams, or related tactical athletic programs geared towards physically demanding situations that require tactical strength and conditioning, mobility, movement

- efficiency, aerobic capacity, and power.
- ii. Highly qualified respondents will be able to demonstrate the ability to train in the fire station, during shift work, and at an appropriate intensity while on staff is on duty.
- iii. Education or background in exercise physiology, physical therapy, or kinesiology is desirable
- c. Billable rate per hour. Please see “Section 5: Cost” below to make sure the rate you propose is inclusive of both the service and travel costs.

2. *Resume*—

- a. **Individuals** must include a resume in the proposal which clearly outlines jobs, experiences and clear descriptions of the role within the organization, which demonstrates that the Minimum Qualifications have been met through describing relevant experience and qualifications. Please include information on client type and needs, as well as challenges and how those were addressed with your training, certification, accreditation, and/or education.
- b. **Firms** must attach resumes of key staff assigned to the Fire District. Describe relevant experience and qualifications of key individuals that will be involved in providing the requested services. Include client needs and challenges and how those were addressed with the firm’s approach. Note that if key staff resign or are no longer with the firm during the duration of the contracted service, the firm will be contractually obligated to fill the role with replacement staff with the same or equivalent qualifications and experience, subject to notice and approval to and by the District of replacement staff.

3. *References*—Three references for whom the proposer has performed similar services of similar scope within the past five years must be provided. Include the name and address of the organization, the name, email and telephone number of a contact person, and a description of the services performed by the Proposer. The District will notify the Proposer in advance and request that the references be able to freely speak to the respondent's experience and qualifications for the work they performed in the context of the requirements of this RFP scope.
4. *Proposal*—Refer to the **I. Introduction** and **Section II. Project Scope of Work and Role** and provide basic programmatic activities that the Proposer would plan for each task identified in Section II Project Scope of Work and Role in sequential order, addressing implementation of the plan, and Proposer's proficiency, experience, and expertise as it relates to first responders or similar client base.
 - a. Physical Fitness Coaching—Group
 - b. Physical Fitness Coaching—Individual
 - c. Fitness Testing and Retesting
 - d. Wellness Education
 - e. Reporting and Administrative Tasks
5. *Cost*—Please indicate the per-hour billable rate into the Cover Letter as required in Section 1, above. Note that in developing pricing the following details apply. It is anticipated that the Fire Service Occupational Fitness and Wellness Trainer/Coordinator will work approximately 15 hours per week, year-round. Ultimately the District will choose the best qualified respondent and if the proposed hourly rate falls outside of industry standards, then this will be addressed during contract negotiations.

Take consideration that travel within the District will not be reimbursed and hourly rate will be inclusive of travel within the District. Travel outside the District is not anticipated, but if a situation and need arises for the Fire Service Occupational Fitness and Wellness Trainer/Coordinator to travel outside the District, then travel must be approved in advance and at the discretion of the District, and in compliance with the District's standard Travel Policy.

6. *Proposer's acceptance of the Fire District's sample agreement/terms and conditions listed in Exhibit A*—If the proposer has any additional terms and conditions or objects to the Fire District's terms and conditions in Exhibit A, proposer shall provide those details in writing as part of its submittal as indicated in **Section VI Conditions Governing the Procurement, 11. Terms**. If nothing is submitted to that effect, it will be assumed that the proposer agrees to the District's standard terms
7. *Insurance Requirements*—Certificate of Insurance (COI) or a copy of insurance declaration as written evidence of the Proposer's ability to meet the insurance certificate and other applicable insurance requirements in accordance with the provisions listed in the Exhibit B. A COI in the name of the District, with endorsement is not required at this time. Only the ability to have or be able to get the insurance is required as part of the proposal.
8. *Required Submittal Forms*—Execute the attached required forms and submit with the proposal:
 - Appendix A: Proposal Response Cover Sheet
 - Appendix B: Declaration Submittal Form
 - Appendix C Declaration of Intent to Comply with District Covid-19 Requirements

B. NOTES ON PROPOSAL PREPARATION

1. The Fire District does not pay for services before it receives them. Therefore, do not propose contract terms that call for up-front payments, retainers, or deposits.
2. Proposers must submit only one written proposal.
3. A Proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter.
4. District personnel will not merge, collate, or assemble proposal materials.
5. Proposers will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Proposer must submit a written withdrawal request signed by the Proposer's duly authorized representative addressed to the Point of Contact.

C. PROPOSAL FORMAT

1. Original and Copies

Hardcopies and Electronic Copies

If submitting a hardcopy proposal by mail, proposers must provide one (1) original and four (4) identical copies of their proposal, and an electronic copy included on a storage device such as a thumb-drive or memory stick, delivered to the location specified on or before the closing date and time for receipt of proposals.

The original binder/submittal must be stamped "ORIGINAL" and contain original signatures on the necessary forms and printed single-sided if practicable. The remaining sets should be copies of the originals. Please use double-sided copies for the remaining copied sets, if practicable.

If submitting a proposal by email, please send a PDF to the following email: procurements@sccfd.org. Your email will be acknowledged within 2 business days. If you do not receive a reply, please call (408)-341-4010 and ask to be transferred to the Contracts Compliance Analyst.

2. Format Specifications

All proposals shall be typewritten on standard 8 ½ x 11 paper (or if submitted electronically, with a standard 8 1/2 x 11 layout and margins (larger size is permissible for charts, spreadsheets, plans, etc.)). Within each section of the proposal, proposer should address the requirements in order in which they appear in **Section V** of this RFP. Please include the name of proposing firm and the page number and total pages in a header or footer, on each page. For example, "Acme Printing Page 2 of 10" would appear either in the footer or header of each page.

VI. CONDITIONS GOVERNING THE PROCUREMENT

The Santa Clara County Central Fire Protection District allows the use of the District contract by other political subdivisions, municipalities, tax supported agencies and non-profit entities in the United States. Such participating agencies shall make purchases in their own name, make payments directly to the Contractor and shall be liable directly to Contractor holding the District harmless.

This Section contains the conditions governing the Request for Proposals (RFP) process. Proposers are required to adhere to these conditions.

A. INCURRING COST

This RFP does not commit the District to award, nor does it commit the District to pay any cost incurred in the submission of the proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

B. CLAIMS AGAINST THE SANTA CLARA COUNTY CENTRAL FIRE PROTECTION DISTRICT

Neither proposers' organization nor any of their representatives shall have any claims whatsoever against the District or any of its respective officials, agents, or employees arising out of or relating to this RFP or these RFP procedures.

C. BASIS FOR PROPOSAL

Only information supplied by the District in writing via the District's solicitation management system, <https://www.periscopeholdings.com/s2q> by the procurement staff in connection with this RFP should be used as the basis for the preparation of proposer's proposal.

D. NO PUBLIC PROPOSAL OPENING

There will be no public opening for this RFP.

E. CALIFORNIA PUBLIC RECORDS ACT (CPRA)

All proposals become the property of the District, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If proposer's proprietary information is contained in documents submitted to District, and proposer claims that such information falls within one or more CPRA exemptions, proposer must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the District will make reasonable efforts to provide notice to proposer prior to disclosure. If proposer contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the District's deadline for responding to the CPRA request. If proposer fails to obtain such remedy within District's deadline for responding to the CPRA request, the District may disclose the requested information without penalty or liability.

Proposer further agrees that it shall defend, indemnify and hold the District harmless against any claim, action, litigation, damage or injury

(including but not limited to all judgments, costs, fees, and attorney's fees) that may result from partial or complete denial of access to, or non-disclosure or redaction of, documents arising from any representation, or any action (or inaction), by the proposer.

F. CONFIDENTIALITY

All data and information obtained from the Santa Clara County Central Fire Protection District by the proposers and their agents in this RFP process, including reports, recommendations, specifications and data, shall be treated by the proposer and its agents as confidential. The proposers and its agents shall not disclose or communicate this information to a third party or use it in advertising, publicity, propaganda, marketing, or in another job or jobs, unless prior written consent is obtained from an authorized representative of the District. Generally, each proposal and all documentation, including financial information, submitted by a proposer to the District is to be treated as confidential by a proposer. Notwithstanding the foregoing, the proposal and all documentation are subject to the California Public Records Act, as described in Section V.E of this RFP.

G. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

In submitting a response to a solicitation issued by the District, the responding person and/or entity offers and agrees that if the response is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the responding person and/or entity for sale to the District pursuant to the solicitation document. Such assignment shall be made and become effective at the time the District tenders final payment to the responding person and/or entity.

H. FIRE DISTRICT RIGHTS

The District reserves the right to do any of the following at any time:

1. Reject any or all proposal(s);
2. Waive or correct any minor defect, irregularity or error in a proposal or the RFP process;
3. Request that proposers supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
4. Terminate the RFP, and, at its option, issue a new RFP;
5. Procure any equipment or services specified in this RFP by any other means;

6. Modify the selection process, the specifications or requirements for materials or services, or the contents or format requirements for proposals;
7. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
8. Accept proposals through other sources (besides Periscope Holdings and the procurements@sccfd.org email and by US Mail to our headquarters address) and beyond the due date and time at its sole discretion.
9. Negotiate with any or none of the proposers;
10. Modify in the final agreement any terms and/or conditions described in this RFP;
11. Terminate failed negotiations with a proposer without liability, and negotiate with other proposers;
12. Disqualify any proposer on the basis of a real or apparent conflict of interest or evidence of collusion evaluated by the District;
13. Eliminate, reject or disqualify a proposal of any proposer who is not a responsible proposer or fails to submit a responsive offer as determined solely by the District; and/or
14. Accept all or a portion of a proposer's proposal.

I. PROTEST PROCESS

The Santa Clara County Central Fire Protection District generally follows the Protest Process contained in the Santa Clara County Board of Supervisors' Policy Manual Section 5.6.5.3 Protest Process. This allows proposers to submit a protest to an award of a contract to another proposer or to otherwise challenge any steps taken during a solicitation process. This process is located on the County of Santa Clara's [Procurement Department's website](#) and is [linked here](#).

J. TERMS AND CONDITIONS

If proposer objects to any of the District's terms and conditions listed in the Standard Terms and Conditions Exhibit and any other contract exhibits included in this RFP, proposer must indicate their objection and reason for their objection. Proposer should also propose specific alternative language. The District may or may not accept the alternative language. The District will not accept general references to the proposer's terms and conditions or attempts at complete substitutions. Proposer should provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

In addition, proposer must submit with their proposal any additional terms and conditions that they propose to have included in the contract negotiated with the District. Proposer must provide specific proposed

wording and a brief discussion of the purpose and impact, if any. Proposer must also include any applicable required agreement, such as license, service level, maintenance, etc.

Failure to specifically object to terms and conditions, propose additional terms or conditions, or provide any additional required agreement may be deemed by the District as a waiver of such items.

**APPENDIX A: PROPOSAL RESPONSE COVER SHEET
FIRE SERVICE OCCUPATIONAL FITNESS AND WELLNESS
TRAINER/COORDINATOR**

Agency of Name: _____

Mailing Address: _____

City, State, and Zip Code: _____

Agency Telephone Number: _____ **Fax Number:** _____

Name & Title of Contract Person: _____

Contact Person Telephone Number: _____

Fax Number: _____

Email Address: _____

VENDOR understands, agrees, and warrants:

- A. That Vendor has carefully read and fully understands the information that was provided by the District to serve as the basis for submission of this proposal;
- B. That Vendor has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted;
- C. That all information contained in the proposal is true and correct to the best of Vendor's knowledge;
- D. That Vendor signed a non-collusion affidavit herewith attached with the proposal;
- E. That Vendor did not receive unauthorized information from any District staff or consultant during the proposal period except as provided in the RFP packet, or addenda thereto;
- F. That by submission of this proposal, the Vendor acknowledges that the District has the right to make any inquiry it deems appropriate to substantiate or supplement any information supplied by the Vendor, and Vendor hereby grants the District permission to make said inquiries, and to provide any and all requested documentation in a timely manner; and
- G. That Vendor offers and agrees to furnish the services specified in the proposal.

No proposal shall be accepted which has not been signed in ink in the appropriate space below.

I hereby certify that I am an authorized representative of the above-mentioned agency or name and to the best of my knowledge and belief that:

The data in this response is true and accurate; the Vendor has investigated all aspects of the RFP; the Vendor is aware of the applicable facts pertaining to the RFP process, procedures, and requirements; the Vendor has read and understands the RFP; the Vendor has the capability to successfully undertake and complete the responsibilities and obligations of their response being submitted; the Vendor will be able to meet all of the minimum proposal requirements as specified in this RFP; and, the Vendor will comply with the necessary certifications and assurances if a contract is awarded.

I hereby certify that the information in this response is true and accurate; I am capable of successfully undertaking and completing the responsibilities and obligations of the response being submitted.

By signing below, the submission of a proposal shall be deemed a representation and certification by the Vendor that it has investigated all aspects of the RFP; that the Vendor is aware of the applicable facts pertaining to the RFP process, its procedures and requirements; and that the Vendor has read and understands the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Vendor was not fully informed as to any fact or condition.

This shall constitute a warranty, the falsity of which entitles the District to pursue any remedy authorized by law, at the option of the District, the right of declaring any agreement made as a result thereof to be void

Representative's Name and Title (Printed): _____

Representative's Signature: _____ Date: _____

APPENDIX B: Declaration Submittal Form

Solicitation: Fire Service Occupational Fitness and Wellness Trainer/Coordinator	Agency: Santa Clara County Central Fire Protection District
Legal Company Name (include d/b/a if applicable):	Federal Tax Identification Number:
Type of Business (Check One): <input type="checkbox"/> Individual Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other: _____	Company Address:
Company Contact Person:	Company Internet Web Address:
Email Address:	Phone Number:
<p>NON-COLLUSION DECLARATION</p> <p>The party making the foregoing proposal declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the proposer has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the proposer has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.</p>	

DECLARATION OF COMPLIANCE WITH EQUAL OPPORTUNITY/NONDISCRIMINATION AND WAGE THEFT PREVENTION

The District of Santa Clara does not tolerate acts of discrimination or wage theft as defined below. Accordingly, Santa Clara District Board of Supervisors' Policy Manual, Section 5.5.5.4, includes the following:

Equal Opportunity/Nondiscrimination

No party contracting with the District will discriminate against any subcontractor, employee, or applicant for employment, because of age, race, color, national origin, ancestry, religion, sex, gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status with respect to recruitment, selection for training including apprenticeship, hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. It is further the policy of the District that no party contracting with the District may discriminate in the provision of services under the contract because of age, race, color, national origin, ancestry, religion, sex, gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

It is the policy of the District that parties contracting with the District must comply with all applicable federal, state, and local pay equity laws, including, but not limited to, the Federal Equal Pay Act, Title VII of the Civil Rights Act of 1964, the California Fair Pay Act, and the California Fair Employment and Housing Act. A potential contractor that has submitted a formal bid to provide goods and/or services to the District may be disqualified if the potential contractor has been found, by a court, arbitrator, arbitral panel, or a final administrative action of an investigatory government agency, to have violated applicable pay equity laws in the five years prior to the submission of a bid to provide goods and/or services. A current contractor found by a court, arbitrator, arbitral panel, or final administrative action of an investigatory government agency to have violated applicable pay equity laws, in the five years prior to or during the term of the contract with the District, may be in material breach of its contract with the District if the violation is not fully disclosed and/or satisfied per District guidelines and contract requirements. Such breach may serve as a basis for contract termination and/or any other remedies available under law, including a stipulated remediation plan. Pay equity violations disclosed by a contractor or potential contractor will be assessed on a case-by-case basis in light of the totality of the circumstances, including whether the violation is serious, repeated, willful, and/or pervasive, the size of the contractor, and any mitigating factors.

Wage Theft Prevention

It is the policy of the District that all parties contracting with the District must comply with all applicable federal, state, and local wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any Minimum Wage Ordinance enacted by the District or any city within the District of Santa Clara. A potential contractor that has submitted a formal or informal bid to provide goods and/or services to the District may be disqualified if the potential contractor has been found, by a court or by final administrative action of an investigatory government agency, to have violated applicable wage and hour laws in the five years prior to the submission of a bid to provide goods and/or services. A current contractor found by a court or by final administrative action of an investigatory government agency to have violated applicable wage and hour laws, in the five years prior to or during the term of the contract with the District, may be in material breach of its contract with the District if the violation is not fully disclosed and/or satisfied per District guidelines and contract requirements. Such breach may serve as a basis for contract termination and/or any other remedies available under law, including a stipulated remediation plan.

Please complete the certification below:

- ☐ Check mark here if Proposer has no violations to disclose pursuant to Board Policy Manual § 5.5.5.4.
- ☐ Check mark here if Proposer has been found by a court or final administrative action of an investigatory government agency to have violated federal, state, or local wage and hour laws within the last five (5) years.
- ☐ Check mark here if Proposer has included in the proposal response the following for each violation: (1) a copy of the court order and judgment and/or final administrative decision; and (2) documents demonstrating either that the order/judgment has been satisfied, or, if the order/judgment has not been fully satisfied, a written and signed description of proposer's efforts to date to satisfy the order/judgment.

APPENDIX C: DECLARATION OF INTENT TO COMPLY WITH DISTRICT COVID-19 REQUIREMENTS

The Fire District follows the COVID-19 requirements of the County of Santa Clara. The Fire District requires contractors and subcontractors to comply with all County requirements relating to COVID-19 for their personnel who routinely perform services for the Fire District onsite and share airspace with or proximity to other people at a Fire District facility as part of their services for the Fire District, including but not limited to vaccination, as applicable and periodically updated, and available at <https://procurement.sccgov.org/doing-business-county/contractor-vaccinations> . Proposer acknowledges that if awarded a contract resulting from this solicitation, Proposer and any subcontractors (at any tier) shall, for the duration of the contract, comply with the County's COVID-19 vaccination mandate and other workplace safety protocols (e.g., masking) as set forth in the COVID-19 REQUIREMENTS contract term in the contract template incorporated into this solicitation. All contractors subject to the vaccination requirement must certify their compliance with the vaccination mandate using the form available on the website.

The undersigned declares that he or she is an official/agent of responding firm or individual and is empowered to represent, bind, and execute contracts on behalf of the firm or individual. The undersigned declares under penalty of perjury, under the laws of the State of California, that all statements in this Submittal Form and response are true and correct, with full knowledge that all statements are subject to investigation and that any incomplete, unclear, false or dishonest response may be grounds for denial or revocation of the accompanying bid or proposal and may result in being barred from doing business with the Santa Clara County Central Fire Protection District as well as additional legal consequences.

Proposer's Authorized Representative Signature:**Print Name:****Title:****Date:**

**AGREEMENT BETWEEN
SANTA CLARA COUNTY CENTRAL FIRE PROTECTION DISTRICT
AND
[INSERT CONTRACTOR NAME]
FOR [INSERT PROJECT TITLE/CONTRACT SUBJECT]**

This Agreement (“Agreement”) entered into by and between the Santa Clara County Central Fire Protection District (“DISTRICT”) and [Insert Contractor Name] (“CONTRACTOR”) (collectively referred to herein as the “Parties,” and individually, as a “Party”) for [Insert brief description of services] is effective as of the date of its full execution.

1. **Rendition of Services.** The CONTRACTOR agrees to provide professional services to the DISTRICT in accordance with the terms and conditions of this Agreement (“Services”). In the performance of its Services, CONTRACTOR represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by contractors providing similar services.
2. **Scope of Services.** CONTRACTOR shall provide the services as specified in the Scope of Work in **Exhibit A**, attached hereto and incorporated herein by this reference.
3. **Term.** This Agreement shall be effective as of the date of its full execution, and shall be in force and effect [Insert end date] through [Insert end date], unless terminated earlier in accordance with this Agreement.
4. **Termination.**
 - a. **Termination for Convenience.** DISTRICT may terminate this Agreement without cause by giving CONTRACTOR [30] days’ written notice specifying the effective date and scope of such termination. CONTRACTOR shall be compensated in accordance with the provisions this Agreement for the services performed and expenses incurred as of the date of such termination.
 - b. **Termination for Cause.** DISTRICT may terminate this Agreement for cause upon [14] days’ written notice to CONTRACTOR. For purposes of this Agreement, “cause” includes, but is not limited to, any of the following: (a) assignment, delegation, or subcontracting by CONTRACTOR of this Agreement without the prior written consent of DISTRICT, which DISTRICT may withhold in its sole and absolute discretion, (b) violation by CONTRACTOR of any applicable laws, rules, regulations, policies or procedures, (c) failure to respond to requests for information as required by this Agreement, and (d) any other material breach of this Agreement by CONTRACTOR. Such notice shall specify the reason for termination and shall indicate the effective date of such termination.
5. **Duties Upon Termination.** If the Agreement terminates for any reason, or when the Agreement expires, CONTRACTOR shall cooperate with the DISTRICT and any other CONTRACTOR to

ensure prompt and smooth transition of services without interruption or adverse impact to the DISTRICT. Within ten (10) calendar days of the termination or expiration of the Agreement, CONTRACTOR shall return all materials to the DISTRICT provided to CONTRACTOR; all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials prepared by CONTRACTOR under this Agreement shall become the property of the DISTRICT and shall be promptly delivered to the DISTRICT.

6. Compensation and Billing.

a. **Maximum Financial Obligation.** The Parties agree that the maximum amount payable by the DISTRICT to the CONTRACTOR under this Agreement shall not exceed \$[Insert amount].

b. **Payment / Invoices.** Payment will be made according to the Payment Schedule in **Exhibit C**, attached hereto and incorporated herein by this reference. CONTRACTOR's invoices shall be submitted to DISTRICT on a form or in a format approved by DISTRICT. DISTRICT has the right to request clarification of any line-items or entire invoices prior to issuing payment under a particular invoice. A request for clarification must be made within fifteen (15) calendar days of receipt of the invoice at issue. If a request for clarification is made, the amount at issue is not due until thirty (30) calendar days after clarification has been requested, and received and accepted. For invoices where clarification is not sought in whole or in part, payment shall be submitted within thirty (30) calendar days of receipt of the applicable invoice.

7. **Audit Rights.** Pursuant to California Government Code Section 8546.7, the Parties acknowledge and agree that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor. All payments made under this Agreement shall be subject to an audit at the DISTRICT's option, and shall be adjusted in accordance with said audit. Necessary adjustments may be made from current billings.

CONTRACTOR shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in DISTRICT audits. CONTRACTOR shall pay to DISTRICT the full amount of any audit determined to be due because of DISTRICT audit exceptions. This provision is in addition to other inspection and access rights in this Agreement.

8. **Relationship of the Parties.** CONTRACTOR shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of DISTRICT. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the Parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Agreement. The Parties are not, and will not be construed to be in a relationship of joint venture, partnership, or employer-employee. Neither Party has the authority to make any statements, representations, or commitments of any kind on behalf of the other Party, or to use the name of the other Party in any publications or advertisements, except with the written consent of the other Party or as is explicitly provided herein. CONTRACTOR will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

- 9. Ownership Rights to Materials / Restrictions on Use.** All materials obtained, developed, or prepared by CONTRACTOR in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively “Deliverables”), shall be the sole and exclusive property of the DISTRICT. To the extent CONTRACTOR owns or claims ownership rights to said Deliverables, CONTRACTOR hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the DISTRICT pursuant to the terms and conditions of this Agreement and at no additional cost. The DISTRICT has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If CONTRACTOR wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational, or commercial purposes, the CONTRACTOR shall obtain prior written authorization from the DISTRICT, which consent may be withheld by the DISTRICT in its sole discretion. CONTRACTOR acknowledges that all original works of authorship that are made by CONTRACTOR (solely or jointly with others) within the scope of this Agreement and that are protectable by copyright are “works made for hire,” as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to DISTRICT.

CONTRACTOR agrees that the DISTRICT will be the copyright owner in all copyrightable works of every kind and description created or developed by CONTRACTOR, solely or jointly with others, in connection with any Agreement with the DISTRICT. If requested to, and at no further expense to the DISTRICT, CONTRACTOR will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the DISTRICT and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this Agreement. If any property of the DISTRICT is lost, damaged, or destroyed before final delivery to the DISTRICT, the CONTRACTOR shall replace it at its own expense and the CONTRACTOR hereby assumes all risks of loss, damage, or destruction of or to such materials.

- 10. Indemnification and Insurance.** Insurance and indemnity terms are incorporated in **Exhibit [X]** CONTRACTOR shall immediately notify DISTRICT upon learning of any potential or asserted claim, liability, loss, injury, or damage for which the CONTRACTOR may be obligated to indemnify, defend, or hold the DISTRICT harmless pursuant to any provision of this Agreement.
- 11. Notices.** Any notice required to be given by either Party, or which either Party may wish to give, shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows:

To the DISTRICT: Santa Clara County Central Fire Protection District
14700 Winchester Boulevard
Los Gatos, CA 95032
Attention: Fire Chief **[or Other Fire District Staff]**

To the CONTRACTOR: **[Insert Name]**
[Insert Address]
Attn: **[Insert Individual]**

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) business days after deposit in the mail. Either Party may designate a different person and/or address for the receipt of notices by sending written notice to the other Party.

- 12. District Data.** “District Data” means data and information that the DISTRICT provides to CONTRACTOR, but does not include data and information already known to CONTRACTOR, that is publicly available, or that is disclosed to CONTRACTOR by a third party who is not subject to any restrictions or obligations of confidentiality. All District Data is the property of the DISTRICT, and CONTRACTOR will not have any ownership interest in District Data. Other than performing obligations under this Agreement, CONTRACTOR will not use or disclose District Data without prior written permission from the DISTRICT. CONTRACTOR is responsible for ensuring the security and confidentiality of District Data; protecting against any anticipated threats or hazards to the security or integrity of District Data; protecting against unauthorized access to or use of District Data that could result in substantial harm or inconvenience to the DISTRICT; and ensuring the proper disposal of District Data upon termination of this Agreement. CONTRACTOR will take appropriate action to address any unauthorized access to District Data, including notifying DISTRICT as soon as possible of any unauthorized access and resolving the cause of the unauthorized access. If CONTRACTOR discloses confidential and/or legally protected District Data to unauthorized persons or entities, CONTRACTOR will comply with all applicable federal and state laws and regulations, including California Civil Code sections 1798.29 and 1798.82, at CONTRACTOR’s sole expense (if applicable). CONTRACTOR will not charge the DISTRICT for any expenses associated with CONTRACTOR’s compliance with the obligations set forth in this section.
- 13. Confidentiality.** To the extent that CONTRACTOR is provided with, collects, or maintains information about third-party individuals pursuant to this Agreement, CONTRACTOR shall treat such information as confidential. CONTRACTOR shall not disclose such information to any person or entity other than the DISTRICT unless CONTRACTOR has obtained the prior written consent of the affected individual or the DISTRICT.
- 14. Covid 19 Requirements.** Contractor shall comply with all District requirements relating to COVID-19 for persons who routinely perform services for the District onsite and share airspace with or proximity to other people at a District facility as part of their services for the District, including but not limited to vaccination, as applicable and periodically updated, and available at <https://procurement.sccgov.org/doing-business-county/contractor-vaccinations> and incorporated herein by this reference. If applicable, Contractor shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements (“Certification”), attached hereto as Exhibit D. Contractor shall comply with the requirements of this Section for the entire term of this Agreement.

Contractor shall comply with all reasonable requests by District for documentation demonstrating Contractor’s compliance with this Section. Failure by Contractor to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the District may, in its sole discretion terminate this Agreement immediately or take other action as the District may determine to be appropriate.

15. County No-Smoking Policy. CONTRACTOR and its employees, agents, and subcontractors shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

16. Food and Beverage Standards. Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by CONTRACTOR with DISTRICT funds for DISTRICT-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, CONTRACTOR shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the CONTRACTOR should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the District's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

17. General Contract Provisions.

A. Assignment; Delegation; Subcontracting. CONTRACTOR may not assign any of its rights, delegate any of its duties, or subcontract any portion of its work or business under this Agreement without the prior written consent of DISTRICT, which DISTRICT may withhold in its sole and absolute discretion. No assignment, delegation, or subcontracting will release CONTRACTOR from any of its obligations or alter any of its obligations to be performed under the Agreement.

B. Assignment of Clayton Act, Cartwright Act Claims. CONTRACTOR assigns to the DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions

Code), arising from purchases of goods, materials, or services by the CONTRACTOR for sale to the DISTRICT pursuant to this Agreement.

- C. **Governing Law; Venue.** This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.
- D. **Binding on Successors.** All of the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives.
- E. **Waiver.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing, and shall apply to the specific instance expressly stated.
- F. **Entire Agreement; Modification.** This document represents the entire Agreement between the Parties with respect to the subject matter hereof. All prior negotiations and written and/or oral Agreements between the Parties with respect to the subject matter of this Agreement are merged into this Agreement. This Agreement may only be amended by a written instrument signed by the Parties.
- G. **Conflicts of Interest.** CONTRACTOR shall comply, and require its sub-contractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the DISTRICT.

In accepting this Agreement, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement.

CONTRACTOR further covenants that, in the performance of this Agreement, it will not employ any person having such an interest. CONTRACTOR, including but not limited to CONTRACTOR's employees and sub-contractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, CONTRACTOR shall, upon execution of this Agreement, provide the DISTRICT with the names, description of individual duties to be

performed, and email addresses of all individuals, including but not limited to CONTRACTOR's employees, agents and sub-contractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of CONTRACTOR's service to the DISTRICT under this Agreement. CONTRACTOR shall immediately notify the DISTRICT of the names and email addresses of any additional individuals later assigned to provide such service to the DISTRICT under this Agreement in such a capacity. CONTRACTOR shall immediately notify the DISTRICT of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the DISTRICT.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, CONTRACTOR shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

H. Compliance with All Laws, Including Nondiscrimination, Equal Opportunity, and Wage Theft Prevention.

(1) Compliance with All Laws: CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

(2) Compliance with Non-Discrimination and Equal Opportunity Laws: CONTRACTOR shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, CONTRACTOR shall not discriminate against any subcontractor, employee, or CONTRACTOR for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall CONTRACTOR discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual

orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

(3) Compliance with Wage and Hour Laws: CONTRACTOR shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.

(4) Definitions: For purposes of this Subsection, the following definitions shall apply. A “Final Judgment” shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual’s sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose’s Office of Equality Assurance.

(5) Prior Judgments, Decisions or Orders against CONTRACTOR: By signing this Agreement, CONTRACTOR affirms that it has disclosed any Final Judgments that (a) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (b) found that CONTRACTOR violated an applicable wage and hour law or pay equity law. CONTRACTOR further affirms that it has satisfied and complied with – or has reached Agreement with the DISTRICT regarding the manner in which it will satisfy – any such Final Judgments.

(6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, CONTRACTOR receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then CONTRACTOR shall promptly satisfy and comply with any such Final Judgment. CONTRACTOR shall inform the DISTRICT’s Director of Business Services of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. CONTRACTOR shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Santa Clara County Central Fire Protection District, Attn: Director of Business Services, 14700 Winchester Blvd., Los Gatos, CA 95032. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the DISTRICT’s Director of Business Services satisfies the notice requirements in this paragraph.

(7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to CONTRACTOR's records, CONTRACTOR shall permit the DISTRICT and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the DISTRICT's request, CONTRACTOR shall provide the DISTRICT with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection, except where prohibited by federal or state laws, regulations or rules. DISTRICT's access to such records and facilities shall be permitted at any time during CONTRACTOR'S normal business hours upon no less than 10 business days' advance notice.

(8) Pay Equity Notification: CONTRACTOR shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to CONTRACTOR for a job in California (collectively, "Employees and Job Contractors") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of CONTRACTOR's Employees and Job Contractors.

(9) Material Breach: Failure to comply with any part of this Subsection shall constitute a material breach of this Agreement. In the event of such a breach, the DISTRICT may, in its discretion, exercise any or all remedies available under this Agreement and at law. DISTRICT may, among other things, take any or all of the following actions:

- (i) Suspend or terminate any or all parts of this Agreement.
- (ii) Withhold payment to CONTRACTOR until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
- (iii) Offer CONTRACTOR an opportunity to cure the breach.

(10) Subcontractors: CONTRACTOR shall impose all of the requirements set forth in this Subsection on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

- I. Budget Contingency.** This Agreement is contingent upon the appropriation of sufficient funding by the DISTRICT for the services covered by this Agreement. If funding is reduced or deleted by the DISTRICT for the services covered by this Agreement, the DISTRICT has the option to either terminate this Agreement with no liability occurring to the DISTRICT or to offer an amendment to this Agreement indicating the reduced amount.
- J. Contracting Principles.** All entities that contract with the DISTRICT to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, CONTRACTOR shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the DISTRICT copies of any financial audits that have been

completed during the term of the contract; (4) upon the DISTRICT's request, provide the DISTRICT reasonable access, through representatives of CONTRACTOR to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

- K. California Public Records Act.** All proposals become the property of the DISTRICT, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If CONTRACTOR's proprietary information is contained in documents submitted to DISTRICT, and CONTRACTOR claims that such information falls within one or more CPRA exemptions, CONTRACTOR must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the DISTRICT will make best efforts to provide notice to CONTRACTOR prior to such disclosure. If CONTRACTOR contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before DISTRICT responds to the CPRA request. If CONTRACTOR fails to obtain such a remedy before the DISTRICT responds to the CPRA request, DISTRICT may disclose the requested information.

CONTRACTOR further agrees that it shall defend, indemnify, and hold DISTRICT harmless against any claim, action, or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by DISTRICT of a CPRA request for information arising from any representation, or any action (or inaction) by CONTRACTOR.

- L. Third Party Beneficiaries.** This Agreement does not, and is not intended, to confer any rights or remedies upon any person or entity other than the Parties.
- M. Severability.** The provisions of this Agreement shall be severable, and if any clause, sentence, paragraph, provision or other part shall be adjudged by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement will be valid and binding on DISTRICT and CONTRACTOR.
- N. Survival.** Termination, expiration, or cancellation of this Agreement does not affect any provision that survives as a matter of law or expressly survives termination, expiration, or cancellation.
- O. Incorporation of Exhibits.** All Exhibits, addenda, schedules and other documents referenced herein and attached hereto are hereby fully incorporated and made part of this Agreement as if the terms and content thereof had been fully set forth in the body of this Agreement.
- P. Contract Execution.** Unless otherwise prohibited by law or DISTRICT policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic

mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the DISTRICT.

Q. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

**SANTA CLARA COUNTY CENTRAL
FIRE PROTECTION DISTRICT:**

[INSERT CONTRACTOR NAME]:

By: _____
Suwanna L. Kerdkaew
Fire Chief

By: _____
[Insert Individual Name]
[Insert Individual's Title]

Date: _____

Date: _____

**APPROVED AS TO FORM AND
LEGALITY:**

By: _____
Christopher R. Cheleden
Lead Deputy County Counsel

Date: _____

Exhibits to this Agreement:

Exhibit A: Scope of Work

Exhibit B: Insurance Requirements

Exhibit C: Payment Schedule

Exhibit D: Contractor Certification of Compliance with COVID-19 Vaccine Requirements

NOTE TO BIDDERS: Exhibit A Scope of Work will be developed based on the scope of the RFP and winning proposal. Exhibit B is attached for reference. Exhibit C: will be based on a combination of best practices and vendor negotiation. The current Exhibit D will be added at the time of contracting phase. For reference, current COVID-19 requirements are located at

<https://procurement.sccgov.org/doing-business-county/contractor-vaccinations>

EXHIBIT B

INSURANCE REQUIREMENTS **FOR** **STANDARD SERVICE CONTRACTS** **BETWEEN \$50,001 AND \$100,000**

Indemnity

The Contractor shall indemnify, defend, and hold harmless the Santa Clara County Central Fire Protection District (hereinafter "District"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the District. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the District. The Contractor shall reimburse the District for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the District, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the District, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the District. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's

Key Rating Guide or a company of equal financial stability that is approved by the District's Insurance Manager.

Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified District insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the Santa Clara County Central Fire Protection District or its designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$1,000,000
 - c. Products/Completed Operations aggregate - \$1,000,000
 - d. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the District:

Additional Insured Endorsement, which shall read:

"Santa Clara County Central Fire Protection District, and members of the Board of Directors of the Santa Clara County Central Fire Protection District, and the officers, agents, and employees of the Santa Clara County Central Fire Protection District, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the Santa Clara County Central Fire Protection District, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$100,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$100,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the District or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The District acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this

Agreement. Any self-insurance shall be approved in writing by the District upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The District reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.