COUNTY OF SANTA CRUZ
General Services Department
Purchasing Division

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073
(831) 454-2210  FAX: (831) 454-2710  TDD: 711

COUNTY OF SANTA CRUZ, CALIFORNIA

Request for Proposal (RFP) # 18P3-001

FOR

Surf School Concessions Opportunity

Pre-Proposal Walkthrough 3:00 PM, PST, November 13, 2018
(Not Mandatory) Pleasure Point Park, Santa Cruz, CA 95062

Question Deadline 5:00 PM; PST, November 21, 2018
Submit questions by email to Shauna.Soldate@santacruzcounty.us

Submittal Deadline 5:00 PM, PST, December 7, 2018
Proposal must be submitted by this Deadline.

Submittal Location General Services Department - Purchasing Division
701 Ocean Street, 3rd floor, Room 330
Santa Cruz, CA 95060

Contact Person Shauna Soldate, Buyer
Email: Shauna.Soldate@santacruzcounty.us
Phone (831) 454-2526
Fax (831) 454-2710
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Section Title</th>
<th>Page(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Invitation</td>
<td>4</td>
</tr>
<tr>
<td>2</td>
<td>Instructions to Respondents</td>
<td>4-5</td>
</tr>
<tr>
<td>2.1</td>
<td>Preparation of RFP</td>
<td>5</td>
</tr>
<tr>
<td>2.2</td>
<td>RFP Documents</td>
<td>5</td>
</tr>
<tr>
<td>2.3</td>
<td>RFP Process Schedule</td>
<td>5</td>
</tr>
<tr>
<td>2.4</td>
<td>Submission of RFP Responses</td>
<td>5</td>
</tr>
<tr>
<td>2.5</td>
<td>Site Walkthrough</td>
<td>5</td>
</tr>
<tr>
<td>2.6</td>
<td>Deadline for Proposals</td>
<td>6</td>
</tr>
<tr>
<td>2.7</td>
<td>Multiple Proposals</td>
<td>6</td>
</tr>
<tr>
<td>2.8</td>
<td>Late Responses</td>
<td>6</td>
</tr>
<tr>
<td>2.9</td>
<td>Point of Contact</td>
<td>6</td>
</tr>
<tr>
<td>2.10</td>
<td>Non-Collusion Declaration</td>
<td>6</td>
</tr>
<tr>
<td>2.11</td>
<td>References</td>
<td>6</td>
</tr>
<tr>
<td>2.12</td>
<td>RFP Evaluation Criteria</td>
<td>6</td>
</tr>
<tr>
<td>2.13</td>
<td>Reservations</td>
<td>6</td>
</tr>
<tr>
<td>2.14</td>
<td>Modification or Withdrawal of Proposals</td>
<td>6</td>
</tr>
<tr>
<td>2.15</td>
<td>Discrepancies, Omissions, and Interpretation</td>
<td>6</td>
</tr>
<tr>
<td>2.16</td>
<td>Notice of Intent to Award</td>
<td>6</td>
</tr>
<tr>
<td>2.17</td>
<td>Pre-Award Conference</td>
<td>6</td>
</tr>
<tr>
<td>2.18</td>
<td>Execution of Agreement</td>
<td>6</td>
</tr>
<tr>
<td>2.19</td>
<td>Concessionaire Responsibilities and Performance</td>
<td>6</td>
</tr>
<tr>
<td>2.20</td>
<td>Concessionaire Qualifications</td>
<td>6</td>
</tr>
<tr>
<td>2.21</td>
<td>Addenda</td>
<td>6</td>
</tr>
<tr>
<td>2.22</td>
<td>Proprietary Information</td>
<td>6</td>
</tr>
<tr>
<td>2.23</td>
<td>Protest and Appeals Procedures</td>
<td>6</td>
</tr>
<tr>
<td>2.24</td>
<td>Local Vendor Preference</td>
<td>6</td>
</tr>
<tr>
<td>3</td>
<td>Statement of Work and Specifications</td>
<td>10-11</td>
</tr>
<tr>
<td>3.1</td>
<td>Overview</td>
<td>10</td>
</tr>
<tr>
<td>3.2</td>
<td>Scope: General Requirements</td>
<td>10</td>
</tr>
<tr>
<td>4</td>
<td>Standard Terms and Conditions</td>
<td>14-15</td>
</tr>
<tr>
<td>4.1</td>
<td>Purpose of Permit</td>
<td>14</td>
</tr>
<tr>
<td>4.2</td>
<td>Term of Permit</td>
<td>14</td>
</tr>
<tr>
<td>4.3</td>
<td>Changes</td>
<td>14</td>
</tr>
<tr>
<td>4.4</td>
<td>Licenses, Permits, and Certifications</td>
<td>14</td>
</tr>
<tr>
<td>4.5</td>
<td>Compliance with Laws</td>
<td>14</td>
</tr>
<tr>
<td>4.6</td>
<td>Termination</td>
<td>14</td>
</tr>
<tr>
<td>4.7</td>
<td>Assignment</td>
<td>14</td>
</tr>
<tr>
<td>4.8</td>
<td>Inclusion of Documents</td>
<td>14</td>
</tr>
<tr>
<td>4.9</td>
<td>Off-Shore Outsourcing of Services</td>
<td>14</td>
</tr>
<tr>
<td>4.10</td>
<td>Force Majeure</td>
<td>14</td>
</tr>
<tr>
<td>4.11</td>
<td>Severability</td>
<td>14</td>
</tr>
<tr>
<td>4.12</td>
<td>Controlling Law</td>
<td>14</td>
</tr>
<tr>
<td>4.13</td>
<td>Amendment</td>
<td>14</td>
</tr>
<tr>
<td>Section</td>
<td>Title</td>
<td>Page</td>
</tr>
<tr>
<td>------------------</td>
<td>------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>4</td>
<td><strong>Standard Terms and Conditions (continued)</strong></td>
<td></td>
</tr>
<tr>
<td>4.14</td>
<td>Indemnity and Insurance Requirements</td>
<td>15</td>
</tr>
<tr>
<td>4.15</td>
<td>Tropical Wood Products</td>
<td>15</td>
</tr>
<tr>
<td>4.16</td>
<td>Default</td>
<td>15</td>
</tr>
<tr>
<td>4.17</td>
<td>Equal Employment Opportunity</td>
<td>16</td>
</tr>
<tr>
<td>4.18</td>
<td>Independent Contractor Status</td>
<td>17</td>
</tr>
<tr>
<td>4.19</td>
<td>Retention and Audit of Records</td>
<td>17</td>
</tr>
<tr>
<td>4.20</td>
<td>Presentation of Claims</td>
<td>17</td>
</tr>
<tr>
<td>5</td>
<td><strong>Official RFP Form</strong></td>
<td>18</td>
</tr>
<tr>
<td>6</td>
<td><strong>Attachments and Exhibits</strong></td>
<td></td>
</tr>
<tr>
<td>Exhibit A</td>
<td>Respondent Fact Sheet</td>
<td>20</td>
</tr>
<tr>
<td>Exhibit B</td>
<td>Customer References</td>
<td>22</td>
</tr>
<tr>
<td>Exhibit C</td>
<td>Designation of Subcontractors</td>
<td>23</td>
</tr>
<tr>
<td>Exhibit D</td>
<td>Non-Collusion Declaration</td>
<td>24</td>
</tr>
<tr>
<td>Exhibit E</td>
<td>Insurance Requirements &amp; Certificates</td>
<td>25</td>
</tr>
<tr>
<td>Exhibit F</td>
<td>Experience and Personal/Business References</td>
<td>27</td>
</tr>
<tr>
<td>Exhibit G</td>
<td>Statement of Financial Condition</td>
<td>31</td>
</tr>
<tr>
<td>Exhibit H</td>
<td>Protests and Appeals Procedures</td>
<td>32</td>
</tr>
<tr>
<td>Exhibit I</td>
<td>Locally Operated Business Preference Affidavit of Eligibility</td>
<td>34</td>
</tr>
<tr>
<td>Exhibit J</td>
<td>Overview Map</td>
<td>35</td>
</tr>
<tr>
<td>Exhibit K</td>
<td>Sample Concessionaire Permit</td>
<td>36</td>
</tr>
<tr>
<td>Exhibit L</td>
<td>Questionnaire</td>
<td>37</td>
</tr>
</tbody>
</table>
SECTION I. INVITATION

The County of Santa Cruz (County) invites sealed proposals for the operation of Surf School Concession Services for East Cliff Drive Parkway beaches and coastal access points between Pleasure Point Park and the Hook at 41st Avenue from fully insured Concessionaire(s) to furnish all labor and incidentals.

Since June 1, 2017, a Surf School Pilot Program has been administered through the Santa Cruz County Parks Department. Santa Cruz County Code Section 10.80.010 requires a permit to use County property for commercial purposes. All provisions of the Department’s Park and Building Facility Rules and Regulations and Unified Fee Schedule have applied to the annual pilot surf school permit program at County Parks beaches and coastal access points along East Cliff Drive Parkway. Additionally, Surf School Permit Terms and Conditions of Use provide for safety in the water while minimizing impact upon neighborhoods adjacent to beaches and coastal access points.

The County now seeks to establish a long-term surf school concessionaire program to perform these services. The Department may issue up to a total of three (3) concessionaire permits to allow surf schools to provide surf instruction at the designated beaches and coastal access points between Pleasure Point Park and The Hook Park at 41st Avenue, including access points at Pleasure Point, 36th Avenue, 38th Avenue, and The Hook. At this time, there are no facilities available for staging or storage located on the sites.

The purpose of the program is to regulate commercial use, reduce conflicts among users, and promote public safety, health, welfare, and recreation opportunities in the Pleasure Point beaches and coastal access points and adjacent neighborhoods. Proposals are being solicited for surf school concession services that preserve public safety, maximize recreational use by all beach visitors, and maintain quality surfing instruction opportunities for the public.
SECTION 2. INSTRUCTIONS TO RESPONDENTS

2.1 Preparation of RFP
Respondent shall submit a completed proposal with the required attachments, exhibits and explanatory materials, as applicable, and as specified herein. All attachments shall be identified with the Respondent’s name, RFP number and page number. No oral, telegraph, telephone, facsimile or electronic responses will be accepted. Proposal must be completed in ink, typewritten, or word-processed as specified herein.

2.2 RFP Documents
Refer to Section 5 - Official Proposal Form.

2.3 RFP Process Schedule
The proposed schedule for submittal and review of responses and notification of Respondents follows. The County may change the proposed dates and/or RFP process as it deems necessary or appropriate.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertise RFP – Santa Cruz Sentinel</td>
<td>October 31, 2018, November 7, 2018</td>
</tr>
<tr>
<td>Release RFP</td>
<td>October 31, 2018</td>
</tr>
<tr>
<td>Site Walkthrough (not mandatory)</td>
<td>November 13, 2018 3:00 PM</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>November 21, 2018 5:00 PM</td>
</tr>
<tr>
<td>Disseminations of Written Questions and Answers</td>
<td>November 28, 2018, 5:00 PM</td>
</tr>
<tr>
<td>Deadline for Proposals</td>
<td>December 7, 2018 5:00 PM</td>
</tr>
<tr>
<td>Tentative Award</td>
<td>Week of December 10, 2018</td>
</tr>
<tr>
<td>Submission of Permit Requirements/</td>
<td>December 10 through December 28, 2018</td>
</tr>
<tr>
<td>Documentation</td>
<td></td>
</tr>
<tr>
<td>Concessionaire Permit Issuance/</td>
<td>December 28, 2018</td>
</tr>
<tr>
<td>Notification of Respondents</td>
<td></td>
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<tr>
<td>Permit Start Date</td>
<td>January 1, 2019</td>
</tr>
</tbody>
</table>

2.4 Submission of RFP Response
a. Respondent shall submit four (4) hardcopy sets: one (1) original signed in blue ink and marked “ORIGINAL” and three (3) identical copies; and one (1) electronic copy (USB drive or CD) of the completed proposal as specified herein.

b. Responses to the RFP shall be delivered in a sealed envelope, clearly marked RFP #18P3-001, addressed to:

GSD - Purchasing Division
Attn: Shauna Soldate
701 Ocean Street, Room 330
Santa Cruz, CA 95060
2.5 **Site Walkthrough**  
An optional walkthrough of the site will occur on Thursday, **November 13, 2018, at 3:00 PM PST** at Pleasure Point Park, Santa Cruz, CA 95062. Attendance is strongly recommended but not mandatory. No minutes will be recorded for this meeting.

2.6 **Deadline for Proposals**  
The Deadline to Submit Proposals is **December 7, 2018, at 5:00 PM PST**.

2.7 **Multiple Proposals**  
Only one RFP will be accepted from any one person, partnership, corporation or other entity; however, several alternatives may be included in one proposal.

2.8 **Late Responses**  
Proposals not received by **December 7, 2018, at 5:00 PM PST** will be rejected and/or returned unopened.

2.9 **Point of Contact**  
Respondents shall direct all questions regarding the RFP to Shauna Soldate, Buyer, via e-mail at Shauna.Soldate@santacruzcounty.us. No other person has the authority to respond to any questions submitted unless specifically authorized by Ms. Soldate. Respondents may be disqualified for failure to adhere to this process.

2.10 **Non-Collusion Declaration**  
Respondent shall execute a Non-Collusion Declaration on the form furnished by the County. Refer to Exhibit D.

2.11 **References**  
A. Respondent shall complete and submit Exhibit B - Customer References and Exhibit F - Experience and Personal/Business References.
B. The County reserves the right to check any or all references:
   1. Necessary to assess a prospective Respondent’s past performance;
   2. Pertaining to similar projects that demonstrate experience that is relevant to the RFP scope of work; and/or
   3. Explicitly specified in the proposal or that result from communication with other entities involved with similar projects, including other industry sources and users of similar services, or others known to County.
C. All contact information must be correct and current and contacts must be reachable. Verify that contact information is current and confirm that contacts will be available to receive calls the **week of December 7, 2018 or note alternate dates**.
2.12 RFP Evaluation Criteria

A. It is the County’s intent to select the most responsive and responsible Respondent(s) that offer(s) the County the greatest value based on an analysis involving a number of criteria, including but not necessarily limited to the following:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Level of quality and performance of the services offered based on contractor qualifications and experience, in accordance with RFP requirements.</td>
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</tr>
<tr>
<td>2. Respondent’s business plan, including proposed plan for responsible business practices and standard operating procedures.</td>
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</tr>
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<td>3. Respondent’s proposed Safety Plan, including employee training program, patron safety plan, and adherence to permit rules and regulations to promote safety and minimize impact upon the public.</td>
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</tr>
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<td>4. Quality and performance of the services offered based on previous contracts, permits, or reference checks for the same or similar services, including compliance with rules and regulations.</td>
<td>20</td>
</tr>
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<td>5. Compliance with RFP requirements, terms and conditions, organization, staff, and any applicable training.</td>
<td>10</td>
</tr>
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<td>6. Revenue potential with percentage of gross sales offered</td>
<td>5</td>
</tr>
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<td>7. Locally operated business</td>
<td>5</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

B. A committee of County employees will evaluate all RFPs and select the Respondent who best meets the needs as set forth in this RFP, is the best qualified and is best able to provide the requested services. Evaluation of the RFPs shall be within the sole judgment and discretion of the Purchasing Division. County reserves the right to reject any or all RFPs. Award of permit is contingent upon approval from the County Board of Supervisors.

2.13 Reservations

County reserves the right to do the following at any time:

A. Reject any and all proposals without indicating any reasons for such rejection;
B. Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFP or any RFP procedure or any subsequent negotiation process;
C. Terminate the RFP and issue a new RFP anytime thereafter;
D. Procure any services specified in the RFP by other means;
E. Extend any or all deadlines specified in the RFP by issuance of an addendum (addenda) at any time prior to the deadline for submittals;
F. Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the proposal or by other means or other information available to County;
G. Reject the proposal of any Respondent that is in breach of or in default under any other agreement with County;
H. Reject any Respondent County deems to be non-responsive, unreliable, or unqualified;
I. Accept all or a portion of a Respondent’s proposal;
J. Negotiate with any or no Respondents; and
K. Terminate failed negotiations with any Respondents without liability, and negotiate with other Respondents.
2.14 Modification or Withdrawal of Proposals
Respondents may modify or withdraw proposals prior to the Deadline for Proposals by formal written notice. All proposals (including all related materials) not withdrawn prior to the Deadline for Proposals will become the property of County.

2.15 Discrepancies, Omissions and Interpretation
If Respondent observes a discrepancy or omission in, or is unclear about any RFP specifications or requirements, Respondent shall notify the Buyer via e-mail. The Buyer may issue clarifications or instructions in the form of an addendum. Respondent is responsible for seeking clarification on anything in the RFP that is unclear. County shall not be held responsible for interpretations. Respondent must submit questions in writing via email by November 28, 2018, 5:00 PM PST. The Buyer will disseminate written questions and answers in the form of an addendum. All addenda issued shall be incorporated into the permit awarded as a result of the RFP.

2.16 Notice of Intent to Award
Notice of Intent to Award may be issued upon receipt of all required documents.

2.17 Pre-Award Conference
The successful Respondent shall meet with County representative(s) prior to the Award of Permit to review the scope of work and finalize the proposed Permit.

2.18 Execution of Agreement
Upon successful reference checks, evaluations and receipt of all required documents, the agreement (Permit) must be executed by both parties.

2.19 Concessionaire Responsibilities and Performance
A. It is the responsibility of Respondent to read ALL sections of this RFP prior to submitting a proposal.
B. Respondent shall confirm compliance with all RFP specifications, requirements, terms and conditions. Respondent shall provide, on company letterhead in attachment form, a detailed explanation including the RFP section and paragraph number for each instance of non-compliance.
C. Failure to comply with the RFP requirements provided herein could result in disqualification.
D. County may at its sole discretion elect to not reject a proposal due to an error, omission, or deviation in the proposal. Such an election by County will neither modify the RFP nor excuse Respondent from full compliance with the specifications of the RFP or any permit awarded pursuant to the RFP.
E. County will consider Respondent to be the sole point of contact with regard to all contractual matters.
F. Respondent shall provide the services of one (1) or more qualified and dedicated permit manager(s) who will ensure that the services provided under the awarded permit are satisfactory.

2.20 Concessionaire Qualifications
Respondent shall provide the following information/documentation in attachment form as indicated including reference to the applicable RFP paragraph number.
A. Experience: Respondent shall be an established entity that has conducted business of the nature specified herein for at least two (2) years. Concessionaire shall provide a brief statement of company background including years in business and experience of support staff that will be assigned to permit. Refer to Exhibit F.
B. **References:** Respondent shall provide customer references and request and provide personal and business references. Refer to Exhibit B – Customer References and Exhibit F – Experience and Personal/ Business References.

C. **Licenses and Permits:** Respondent shall possess and provide copies of business licenses and/or permits, including a Fictitious Business Name Statement from the County of Santa Cruz, as applicable. Respondent shall submit copies of all applicable licenses.

D. **Other Information:** Respondent shall provide sample pricing for instruction and supply/equipment rentals. Respondent may also provide any other information deemed appropriate.

### 2.21 Addenda

A. These documents may not be changed by any oral statement. Changes to these documents will be by written addenda issued by the Buyer or her designee.

B. Addenda will be posted on the General Services Department website. If/when necessary, the Buyer will email written addenda to all known Respondents of record.

C. Respondents shall be responsible for ensuring that their proposals reflect any and all addenda issued by the Buyer or her designee prior to the Deadline for Proposals regardless of when the proposals are submitted. All addenda issued shall be incorporated into the permit awarded as a result of this RFP.

### 2.22 Proprietary Information

Proposals will be subject to public inspection in accordance with the California Public Records Act (CPRA). To protect proprietary information, if any, Respondent must clearly mark proprietary information as such, submit it in a separate sealed envelope and only reference it within the body of the proposal. Respondent should not include in the proposal any material that Respondent considers confidential but that does not meet CPRA disclosure exemption requirements. Respondent shall be responsible to defend and indemnify the County from any claims or liability to compel disclosure of any part of its proposal claimed to be exempt from disclosure.

### 2.23 Protest and Appeals Procedures

Refer to Exhibit H – Protest and Appeals Procedures.

### 2.24 Local Vendor Preference

County of Santa Cruz will give a local business a local vendor preference of five (5) points toward a 100 point criteria scale. A local vendor is defined as one that has an established business located within the boundaries of the County as defined in the County Code 2.37.108. In order to qualify, a local vendor must request from, complete, and return the Locally Operated Business Preference Affidavit of Eligibility form to the Purchasing Division of the General Services Department County of Santa Cruz within 3 days after the bid opening. After review of the completed Affidavit, Purchasing shall allow a qualified local vendor the five points.
SECTION 3. STATEMENT OF WORK AND SPECIFICATIONS

3.1 Overview

It is the County’s intent to solicit an RFP for surf school concession services and to award services to the most qualified concessionaire(s). Depending on the response received, the County may move forward to award more than one concessionaire.

County maintains the right, as it deems necessary or appropriate, to add or delete services to Permit, with thirty (30) day written notice, to accommodate any future County-offered programs or due to a reduction in County funds.

3.2 Scope: General Requirements

A. Concessionaire’s Duties

1. Concessionaire agrees to manage and operate surf school concession services at permitted beaches and coastal access points along East Cliff Drive Parkway between Pleasure Point Park and The Hook Park at 41st Avenue only, subject to the Surf School Concessionaire Permit Terms and Conditions of Use.

2. Concessionaire will have the right and privilege to conduct concessions operations of their surf school services at the designated beaches and coastal access points. County reserves the right to use the sites for County business or events during hours of operation.

3. Concessionaire agrees to implement an approved surf school operational plan that provides appropriate commercial activity for this area that maintains safety and access, reduces impact to the residential neighborhood from this commercial activity, provides qualified trained instructors, and provides compensation to the County for the use of public facilities.

4. Concessionaire understands that the operation of the surf school concession services does not entitle Concessionaire to exclusive use of any premises or water. The beaches, coastal access points, and ocean are open for public use. Public right-of-way must always be maintained. Safe practices and etiquette in the water must be observed at all times.

5. All operations conducted by the Concessionaire will be in accordance with the generally accepted best practices of surf school businesses, surf school instruction, and surf etiquette.

6. Concessionaire shall furnish, at his/her own expense, all equipment and supplies and other items necessary for the operation of the concession services, including off-site storage for any equipment and supplies. All services and operations shall be of the highest quality in presentation and safety. County has the right at any time to inspect all on-site operations by Concessionaire.

7. Concessionaire agrees to submit to the County a complete list of all fees for surf school concession services that the Concessionaire intends to charge prior to the effective date of the agreement. Any changes or modifications to this list must be submitted in writing to the County for approval.
8. Concessionaire agrees to be in compliance with all of the incorporated Surf School Concessionaire Permit Terms and Conditions of Use, including but not limited to the following:

- Required maximum student to instructor ratios
- Maximum allowable students in the water per surf school
- Instructor qualifications for ocean safety training/first aid/CPR
- Uniform and equipment requirements
- Safety/emergency response plan
- Safe practices and surf etiquette
- Beach access, off-site staging location, parking, public right-of-way
- Insurance requirements
- Indemnification

9. All transportation of the operation from the approved staging location to and from East Cliff Drive Parkway is the sole responsibility of the Concessionaire. All shuttles and vehicles must abide by all applicable vehicle and parking statutes and regulations. Vehicles must not impede pedestrian and bike access through the area, which must remain open for use by the public at all times. Drivers must have a valid driver’s license.

10. No structural site or other changes shall be permitted without written approval from the County.

11. All printed advertisement of the concession services must be approved by the County prior to disbursement.

12. Concessionaire may include the status as a permitted concessionaire at the designated beaches and coastal access points in their publicity materials; however, upon completion or revocation of the permit, this must be removed from all publicity materials and social media.

13. Concessionaire shall be an independent agent and shall not be an employee of County, nor shall any County employee(s) be employed by Concessionaire. Concessionaire shall provide qualified instructors to operate any surf school concession services. Instructors must be sufficiently trained and proficient in ocean safety, surfing, and surf instruction, and possess all required certifications and clearances. The qualifications and performance of the instructors shall be subject to County’s approval. All personnel employed by Concessionaire shall at all times and for all purposes be deemed solely Concessionaire’s employees.

14. Concessionaire and its agents and employees shall at all times comply with and abide by all rules, regulations, terms and conditions of use heretofore adopted or that may hereinafter be adopted by the County Board of Supervisors. Concessionaire shall comply with all laws and ordinances of the County of Santa Cruz, the State of California, and the United States, including applicable noise ordinances.

15. Concessionaire shall not assign or sublease any rights under approved Permit without prior approval of the County. Any such assignment or sublease shall be void, and the County shall have the right to exclude any and all persons from the premises attempting to exercise any right or privilege under such assignment or sublease.

16. County is authorized to revoke Permit at any time for a violation of its conditions or for cause.
B. County Duties
1. The County will be responsible for conducting a RFP process every five (5) years.
2. For the safety and enjoyment by the public, the County has established the Surf School Concessionaire Permit Terms and Conditions of use, attached as Exhibit K, which are to be strictly adhered to at all times. These requirements may be amended at any time by the County.
3. The County Parks Department will maintain a webpage with Surf School Concessionaire Permit information, including the names of the up to three (3) selected surf school concessionaires, with the designated vest/jersey colors and main contact information, and a method to submit comments and/or report violations to the Department. Signage may be placed at the permitted coastal access points referring to the surf school permit requirement and webpage for information.
4. The County may administer surveys at any time requesting public feedback regarding the Surf School Concessionaire Program.
5. Upon request, County will assist Concessionaire in promotion of publicity materials on the County Parks Department website related to concession services.
6. Should County decide that the surf school concession services provided under Permit are no longer necessary or desired by County, County shall endeavor to provide Concessionaire at least thirty (30) days written notice of County’s intent to void Permit. At the end of the thirtieth day following such notice, Permit shall become null and void.

C. County Compensation
1. An annual permit processing fee of $100.00 shall be paid no later than January 1st.
2. Concessionaire shall provide a detailed accounting each month of all concession activities. County’s compensation (portion of gross revenue) shall be 10% of Concessionaire’s gross revenues from the surf school concession services.
3. Concessionaire shall pay County its portion of gross revenues within thirty (30) days following each month end. Concessionaire is responsible for providing financial documentation of monthly gross revenues with payment to County.
4. Gross income will include the entire price charged for all operations, services, or rentals at the permitted beaches and coastal access points and shall not include any other taxes due to the City, County and State.
5. Concessionaire will be responsible for paying all taxes associated with the concession operation.
6. On or before ninety (90) days following each calendar year end, Concessionaire shall, at its sole cost and expense, provide County with an audited statement of profits and losses and gross and net sales for the preceding year prepared in accordance with generally accepted accounting principles. The auditor’s opinion shall state whether or not Concessionaire’s profits have been accurately computed, and whether the compensation paid to County has been accurately calculated. County reserves the right to audit all operating statements. Concessionaire shall submit operating statements to the Parks Department in a mutually agreed upon format. Concessionaire shall maintain its books and records in accordance with generally accepted accounting principles.
7. The financial terms of any permit awarded as a result of this RFP shall be adjusted, by mutual agreement of the parties, to reflect changes in Concessionaire’s costs and expenses resulting from any changes in County’s policies and practices, and/or changes in applicable Federal or State laws.

8. The terms of any permit awarded as a result of this RFP will run through December 31, 2019, renewable for a one (1) year extension, both at 10% of gross revenues, with an option to renew for an additional three (3) years at 10% or more of gross revenues, based on County’s continued receipt of satisfactory services from Concessionaire and by mutual agreement.
SECTION 4. STANDARD TERMS AND CONDITIONS

The following provisions are expected to form the basis for the permit between County and the successful Concessionaire(s).

4.1 Purpose of Permit
The purpose of Permit is to establish the terms and conditions under which the Concessionaire shall provide concession sales and services to County.

4.2 Term of Permit
The term of Permit shall be for one (1) year, renewable up to one (1) year extension, with an option to renew for an additional three (3) years by mutual agreement.

4.3 Changes
After Permit award, no changes or additional service charges shall be made or imposed during the life of Permit, nor will bills for changes or extra charges, modifications or deviations be recognized or paid except upon written order from the County of Santa Cruz Parks Department, in advance of any additional work being performed.

4.4 Licenses, Permits, and Certifications
The Concessionaire shall maintain all business and professional licenses that may be required by Federal, State and local codes or rules. Concessionaire's employees shall also possess all applicable licenses and certifications required by the State of California and the County of Santa Cruz. Such licenses and certifications are to be presented to the County prior to the permit signing.

4.5 Compliance with Laws
Concessionaire shall, during the term of Permit, comply with all applicable Federal, State and local rules, regulations and laws.

4.6 Termination
The County reserves the right to terminate Permit, in whole or in part, at any time, for any reason, without penalty. County shall give Concessionaire thirty (30) days written notice prior to the effective date of termination. Concessionaire may terminate Permit with thirty (30) days written notice stating the reason for cancellation mailed to the Purchasing Division at 701 Ocean St. #330, Santa Cruz, CA 95060.

4.7 Assignment
Concessionaire shall not assign the Permit, or any interest herein, without the written consent of the County, and then only to a person or persons approved by the County on such terms and conditions as County may require. Concessionaire must provide County thirty (30) days written notice prior to sale of Concessionaire. County may elect to cancel the Permit at that time or permit the new owner to assume all existing Permit terms and conditions. Similarly, the Concessionaire must inform the County and receive approval for changes in Concessionaire’s Project Manager.

4.8 Inclusion of Documents
This RFP, all addenda and the submittal in response to this RFP shall be become a part of any permit awarded as a result of this RFP.
4.9 **Off-Shore Outsourcing of Services**
Concessionaire shall certify that all services performed on any purchase order or permit with County, either by Concessionaire or any subcontractor will be performed solely by workers within the United States.

4.10 **Force Majeure**
Concessionaire shall not be liable for any delays with respect to Permit due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

4.11 **Severability**
Should any part of Permit be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of Permit, which shall continue in full force and effect; provided that the remainder of Permit can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

4.12 **Controlling Law**
Permit shall only be governed and construed in accordance with the laws of the State of California. The County of Santa Cruz shall be the proper venue for legal action regarding Permit.

4.13 **Amendment**
Amendment to or modification of the terms and conditions of Permit shall be effective only upon the mutual consent in writing by the parties hereto.

4.14 **Indemnity and Insurance Requirements**
A. Refer to Exhibit G - Indemnification and Insurance.
B. County reserves the right to cancel Permit in the event of non-compliance with the insurance requirements provided herein.

4.15 **Tropical Wood Products**
Any RFP, bid, or other response to a solicitation for RFP or bid which proposes or calls for the use of any tropical hardwood or tropical wood product in performance of Permit shall be deemed non-responsive. Concessionaire shall not provide any items in performance of Permit which are tropical hardwoods or tropical hardwood products. In the event any Respondent or Concessionaire fails to comply in good faith with any of the provisions of County Code Section 2.37.107, the Respondent or Concessionaire shall be liable for liquidated damages in an amount equal to the Respondent’s or Concessionaire’s net profit under Permit, or five percent (5%) of the total amount of Permit, whichever is greater. Concessionaire acknowledges and agrees that the liquidated damages assessed shall be payable to County upon demand and may be offset against any monies due to the Respondent or Concessionaire from any permit with County.

4.16 **Default**
A. In addition to its remedies under Section 4.6 of this RFP, the County may, by written notice of default to the Concessionaire, terminate the whole or any part of a permit if:
1. If Concessionaire fails to perform as agreed within the time specified herein or promised, or any extension thereof; or
2. If Concessionaire fails to perform any of the other provisions of Permit.
B. In the event County terminates Permit in whole or in part, as provided in Paragraph (a) of this clause, County may procure, upon such terms and in such manner as County deems appropriate, supplies, services or work similar to those so terminated,
and Concessionaire shall be liable to County for any excess costs for such similar supplies, services or work; provided that Concessionaire shall continue the performance of Permit to the extent not terminated under the provisions of this clause. Concessionaire shall not be liable for any excess costs if the failure to perform Permit arises out of causes beyond the control and without the fault and negligence of Concessionaire.

4.17 Equal Employment Opportunity

During and in relation to the performance of Permit, Concessionaire agrees as follows:

A. Concessionaire shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Concessionaire agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If Permit provides compensation in excess of $50,000 to Concessionaire and if Concessionaire employs fifteen (15) or more employees, the following requirements shall apply:

1. Concessionaire shall, in all solicitations or advertisements for employees placed by or on behalf of Concessionaire, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, Concessionaire shall make a good faith effort to consider Minority/Women/Disabled-Owned Business Enterprises in Concessionaire’s solicitation of goods and services.

2. Concessionaire may be declared ineligible for further agreements with County in the event of non-compliance with the non-discrimination clauses of Permit or with any of said rules, regulations or orders.

3. Concessionaire shall cause the foregoing provisions of this subparagraph to be inserted in all subcontracts for any work covered under Permit by a subcontractor compensated more than $50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to permits or subcontracts for standard commercial supplies or raw materials.
4.18 Independent Contractor Status

a. Concessionaire and County have reviewed and considered the principal test and secondary factors below and agree that Concessionaire is an independent contractor and not an employee of County. Concessionaire is responsible for all insurance (workers’ compensation, unemployment, etc.) and all payroll related taxes. Concessionaire is not entitled to any employee benefits. County agrees that Concessionaire shall have the right to control the manner and means of accomplishing the result permitted for herein. It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that Concessionaire is an independent contractor.

b. Principal Test: Concessionaire rather than County has the right to control the manner and means of accomplishing the result permitted for.

c. Secondary Factors:
   1. The extent of control which, by agreement, County may exercise over the details of the work is slight rather than substantial;
   2. Concessionaire is engaged in a distinct occupation or business;
   3. In the locality, the work to be done by Concessionaire is usually done by a specialist without supervision, rather than under the direction of an employer;
   4. The skill required in the particular occupation is substantial rather than slight;
   5. Concessionaire rather than the County supplies the instrumentalities, tools and work place;
   6. The length of time for which Concessionaire is engaged is of limited duration rather than indefinite;
   7. The method of payment of Concessionaire is by the job rather than by the time;
   8. The work is part of a special or permissive activity, program, or project, rather than part of the regular business of County;
   9. Concessionaire and County believe they are creating an independent contractor relationship rather than an employer-employee relationship; and
   10. County conducts public business.

4.19 Retention and Audit of Records

Concessionaire shall retain records pertinent to County-issued permit for a period of not less than five (5) years after final payment under Permit or until a final audit report is accepted by County, whichever occurs first. Concessionaire hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under Permit.

4.20 Presentation of Claims

Presentation and processing of any or all claims arising out of or related to any permit shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
### SECTION 5. OFFICIAL RFP FORM

The undersigned offers and agrees to furnish all work, materials, equipment and incidentals required to provide the services subject to this Request for the costs stated and in conformance with the requirements, conditions and instructions of County of Santa Cruz RFP #____________.

1. **Respondent/Primary Concessionaire:**

<table>
<thead>
<tr>
<th>Concessionaire Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Concessionaire Address</td>
<td></td>
</tr>
<tr>
<td>Concessionaire Phone</td>
<td></td>
</tr>
<tr>
<td>Concessionaire Website</td>
<td></td>
</tr>
</tbody>
</table>

2. Agreement to remittance of monthly gross sales to County:

- [ ] Yes  [ ] No  Agree to remit 10% of monthly gross sales to County.

3. Response Checklist: Complete and/or execute and submit the following with your response:

- [ ] Yes  [ ] No  Provide Sample Services and/or List of Rental Supplies/Equipment with Anticipated Pricing
- [ ] Yes  [ ] No  Provide Copies of Valid Licenses, Permits, and Certifications
- [ ] Yes  [ ] No  Exhibit A  Respondent Fact Sheet
- [ ] Yes  [ ] No  Exhibit B  Customer References
- [ ] Yes  [ ] No  Exhibit C  Designation of Subcontractors
- [ ] Yes  [ ] No  Exhibit D  Non-Collusion Declaration
- [ ] Yes  [ ] No  Exhibit E  Insurance Requirements & Certificates
- [ ] Yes  [ ] No  Exhibit F  Experience and Personal/Business References
- [ ] Yes  [ ] No  Exhibit G  Statement of Financial Condition
- [ ] Yes  [ ] No  Exhibit H  Protests and Appeals Procedures
- [ ] Yes  [ ] No  Exhibit I  Locally Operate Business Preference Affidavit of Eligibility
- [ ] Yes  [ ] No  Exhibit J  Overview Map of Permitted Beaches/Coastal Access Points
- [ ] Yes  [ ] No  Exhibit K  Sample Surf School Concessionaire Permit
- [ ] Yes  [ ] No  Exhibit L  Questionnaire

4. **Primary Contact:**

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
</tr>
</tbody>
</table>

5. **Compliance:**

- [ ] Yes  [ ] No  Compliance with RFP specifications, requirements, terms and conditions.

If “No”, provide on company letterhead in attachment form a detailed explanation referencing all exceptions including the RFP section, paragraph, etc.
If you are the successful Respondent, will you extend costs quoted to the County of Santa Cruz to other municipalities, districts or jurisdictions (political subdivisions)?

Yes _________  No __________

If discounts quoted herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between that political subdivision and the Supplier.

I declare under penalty of perjury that I have not been a party with any other respondent to offer a fixed cost in conjunction with this Request for Proposal.

Executed in ______________________________, California, on __________________________, 2018

SIGNATURE _________________________ TITLE ____________________________

PRINTED NAME OF PERSON WHO’S SIGNATURE APPEARS _____________________________

NAME OF FIRM ____________________________

ADDRESS _______________________________ CITY __________ STATE____ ZIP _______

TELEPHONE ______________________________ DATE __________________________

EMAIL ADDRESS ____________________________
SECTION 6. EXHIBITS

Exhibit A
RESPONDENT FACT SHEET

Name of Concessionaire: ______________________________________

Concessionaire Tax ID#: ______________________

Concessionaire operates and business is classified as:
___ Sole Proprietor  ___ Partnership  ___ Corporation
___ Government  ___ Fiduciary  ___ Other

Is Concessionaire:
1. Authorized to do business in California? Yes ___ No ___
2. A California-registered small business? Yes ___ No ___
3. A disabled-owned business? Yes ___ No ___
4. A women-owned business? Yes ___ No ___
5. A minority-owned business? Yes ___ No ___
6. Certified as a minority business by any public agency? Yes ___ No ___

If yes, name of agency: ___________________________________________________________________

Name of certifying officer: ______________________ Phone #: ______________________

7. A Disadvantaged Business Enterprise (DBE) according to the definitions on page 24. If yes, indicate composition of ownership below.
   ___% Disabled  ___% Women  ___% Black
   ___% Hispanic  ___% Asian American  ___% Native American

Concessionaire has been in continuous operation under the present business name for ___ years.

Concessionaire's annual sales volume is $______________

Debarment/Suspension Information: Has the Concessionaire or any of its principals been debarred or suspended from contracting with any public entity?
Yes* ___ No ___
*If Yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension below, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Name: ______________________ Phone: ______________________

Reason for debarment/suspension (use additional pages if needed):
STANDARD DEFINITIONS FOR MINORITY/WOMEN/DISABLED BUSINESS ENTERPRISE
FOR THE PURPOSES OF SANTA CRUZ COUNTY CONTRACT COMPLIANCE
PROCEDURES SHALL BE AS FOLLOWS:

1. A Minority Business Enterprise (MBE) is a small business owned and controlled by one or more minorities or women. Owned and controlled means that:
   
a. at least 51 percent of the small business concern is owned and controlled by one or more Minorities or women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities or women; and

   b. whose management and daily business operations are controlled by one or more such individuals.

2. A Women Business Enterprise (WBE) is a small business, owned and controlled by one or more women. Owned and controlled means that:
   
a. at least 51 percent of the small business concern is owned by one or more women; and

   b. whose management and daily business operations are controlled by one or more women who own it.

3. A Disabled Owned Business Enterprise (DOBE) is a small business owned and controlled by one or more disabled persons. Owned and controlled means that:
   
a. at least 51 percent of the small business concern is owned by one or more disabled persons; and

   b. whose management and daily business operations are controlled by one or more disabled persons who own it.

NOTE: Certain projects conducted under state and federal oversight may have additional definitions and requirements.
Exhibit B
Customer References

Provide four (4) customer references for whom you have furnished similar services in size and nature. Customers within the County and public agencies are preferred.

1. Agency Name: ____________________________
   Agency Address: ____________________________
   Contact Name: ____________________________
   Contact Title: ____________________________
   Contact Phone: ____________________________
   Contact Email: ____________________________
   Service Type: ____________________________

2. Agency Name: ____________________________
   Agency Address: ____________________________
   Contact Name: ____________________________
   Contact Title: ____________________________
   Contact Phone: ____________________________
   Contact Email: ____________________________
   Service Type: ____________________________

3. Agency Name: ____________________________
   Agency Address: ____________________________
   Contact Name: ____________________________
   Contact Title: ____________________________
   Contact Phone: ____________________________
   Contact Email: ____________________________
   Service Type: ____________________________

4. Agency Name: ____________________________
   Agency Address: ____________________________
   Contact Name: ____________________________
   Contact Title: ____________________________
   Contact Phone: ____________________________
   Contact Email: ____________________________
   Service Type: ____________________________
Exhibit C
Designation of Subcontractors

Provide the following information for each subcontractor. A Subcontractor is one who either (1) performs work for or (2) provides a service to the Respondent. If there are no subcontractors, please state “NONE”.

1. Subcontractor Name: ____________________________________________
   Subcontractor Address: ____________________________________________
   Services to be performed:__________________________________________

2. Subcontractor Name: ____________________________________________
   Subcontractor Address: ____________________________________________
   Services to be performed:__________________________________________

3. Subcontractor Name: ____________________________________________
   Subcontractor Address: ____________________________________________
   Services to be performed:__________________________________________

4. Subcontractor Name: ____________________________________________
   Subcontractor Address: ____________________________________________
   Services to be performed:__________________________________________
Exhibit D
Non-Collusion Declaration

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH Proposal

I, ____________________________________________________________, am the
(Name)
_________________________________ of ________________________________,
(Position/Title)                                                 (Company)
the party making the foregoing Proposal 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 Proposal is genuine and not collusive or sham; that the respondent has not
directly or indirectly induced or solicited any other respondent to put in a false or sham
Proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any
respondent or anyone else to put in a sham Proposal, or that anyone shall refrain from bidding;
that the respondent has not in any manner directly or indirectly, sought by agreement,
communication, or conference with anyone to fix the bid price of the respondent or any other
respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other
respondent, 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 Proposal are
true; and, further, that the respondent 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.

I declare under penalty of perjury under the laws of the State of California that the foregoing is
true and correct:

__________________________   ______________________________
(Date)    Signature of Authorized Representative

__________________________   ______________________________
Name of Bidder (Firm, Corp., Individual)    Title of Authorized Representative
Exhibit E
INSURANCE REQUIREMENTS & CERTIFICATES

Indemnification for Damages, Taxes and Contributions

In conjunction with work performed at and/or for County, to the fullest extent permitted by applicable law, Concessionaire shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

i. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with the CONCESSIONAIRE’S performance under the terms of this Permit, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONCESSIONAIRE and third persons.

ii. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONCESSIONAIRE and CONCESSIONAIRE’S officers, employees and agents engaged in the performance of this Permit (including, without limitation, unemployment insurance, social security and payroll tax withholding).

Insurance

CONCESSIONAIRE, at its sole cost and expense, for the full term of this Permit (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONCESSIONAIRE’S insurance coverage and shall not contribute to it. If CONCESSIONAIRE normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Permit, that greater amount shall become the minimum required amount of insurance for purposes of this Permit. Therefore, CONCESSIONAIRE hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Permit. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

If CONCESSIONAIRE utilizes one or more subcontractors in the performance of this Permit, CONCESSIONAIRE shall obtain and maintain CONCESSIONAIRE’s Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONCESSIONAIRE in this Permit, unless CONCESSIONAIRE and COUNTY unless modified or waived by COUNTY.

1. Types of Insurance and Minimum Limits
   a. Worker’s Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the Concessionaire has no employees and certifies to that fact.
   b. Automobile Liability Insurance for each of Concessionaire’s vehicles used in the performance of Permit, including owned, non-owned (e.g. owned by Concessionaire’s employees), leased or hired vehicles, in the minimum amount of $500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the Concessionaire does not drive a vehicle in conjunction with any part of the performance of Permit and Concessionaire and County both certify to that fact.
c. Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of $1,000,000 per occurrence, and $1,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

d. Professional Liability Insurance in the minimum amount, to be determined by Concessionaire and County as applicable, combined single limit.

2. Other Insurance Provisions

   a. As to all insurance coverage required herein any deductible or self-insured retention exceeding $5,000 shall be disclosed to and be subject to written approval by County.

   b. If any insurance coverage required in Permit is provided on a “Claims Made” rather than “Occurrence” form, Concessionaire agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of Permit (hereinafter “post Permit coverage”) and any extensions thereof. Concessionaire may maintain the required post Permit coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Permit coverage being both available and reasonably affordable in relation to the coverage provided during the term of Permit. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of Permit in order to purchase prior acts or tail coverage for post Permit coverage shall be deemed to be reasonable.

   c. All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of Concessionaire, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

   d. All required policies shall be endorsed to contain the following clause:

       This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to the permitting department. Should Concessionaire fail to obtain such an endorsement to any policy required hereunder, Concessionaire shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the County as a material term of Permit.

   e. Concessionaire agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide County on or before the effective date of Permit with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the Concessionaire’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to the permitting department.

   f. Concessionaire hereby grants to County a waiver of any right of subrogation which any insurer of said Concessionaire may acquire against the County by virtue of the payment of any loss under such insurance. Concessionaire agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
EXHIBIT F
EXPERIENCE AND PERSONAL/BUSINESS REFERENCES

Eligible Respondents must possess at least two (2) years of verifiable surf school instruction and/or concession services experience in a comparable concessions operation. List your present or recent business or employment that satisfies this requirement.

1. Name and description of business:

   a. Length of experience (month/year to month/year): ____________________________
   b. Location of services (specific names or addresses): ____________________________
   c. Number of people employed and/or supervised: ____________________________
   d. Contact name: ______________________   Contact phone: ______________________
   e. Average number of people served. _______
   f. Other pertinent information (optional).

2. Name and description of business:

   a. Length of experience (month/year to month/year): ____________________________
   b. Location of services (specific names or addresses): ____________________________
   c. Number of people employed and/or supervised: ____________________________
   d. Contact name: ______________________   Contact phone: ______________________
   e. Average number of people served. _______
   f. Other pertinent information (optional).

3. Name and description of business:

   a. Length of experience (month/year to month/year): ____________________________
   b. Location of services (specific names or addresses): ____________________________
   c. Number of people employed and/or supervised: ____________________________
   d. Contact name: ______________________   Contact phone: ______________________
   e. Average number of people served. _______
   f. Other pertinent information (optional).
4. Name and description of business:

a. Length of experience (month/year to month/year): __________________________
b. Location of services (specific names or addresses): __________________________
c. Number of people employed and/or supervised: __________________________
d. Contact name: ______________________   Contact phone: ______________________
e. Average number of people served: _______
f. Other pertinent information (optional).

__________________________________________

5. If your present or recent business or employment does not cover the past ten (10) years, list businesses or employment including a description of each for the past ten year period. (Use additional sheet if necessary.)

__________________________________________

6. List any professional organizations and/or associations to which you belong. (Use additional sheet if necessary.)

__________________________________________
Personal reference for _____________________________________  

RESPONDENT

I have submitted a proposal to conduct business with the County of Santa Cruz, and I request a personal reference from you. Please note the “Authorization to Release Information” below.

Please complete the bottom section of this form, and return the completed form to me at:

Name: ___________________________________
Address: ___________________________________

AUTHORIZATION TO RELEASE INFORMATION

I hereby authorize the release of all business and personal information and/or verification of employment to the County of Santa Cruz, General Services Department, as said items related to my interest in securing an agreement with the County. This form may be reproduced or photocopied to be utilized as my consent to release business and personal information and/or verification of employment.

___________________________ ____________________________      _______________
Print Respondent’s Name                   Respondent’s Signature                              Date

Please provide the following information for this person:

How long have you known this person? ___________________________________________

In what capacity do you this person? _____________________________________________

___________________________________________________________________________

___________________________________________________________________________

What positive comments can you provide about this person?

___________________________________________________________________________

___________________________________________________________________________

Do you have any apprehensions about providing a reference for this person?

___________________________________________________________________________

___________________________________________________________________________

Please provide any additional comments below.

___________________________________________________________________________

___________________________________________________________________________

Please place in sealed envelope and return to me at the address indicated above as soon as possible.

Thank you.
Business reference for ____________________________,

RESPONDENT

I have submitted a proposal to conduct business with the County of Santa Cruz, and I request a business reference from you, the addressee of this form. Please note the “Authorization to Release Information” below. This form may be reproduced or photocopied to be utilized as my consent to release business and personal information and/or verification of employment.

Please complete the bottom section of this form, and return the completed form to me at:

Name: ___________________________________
Address: ___________________________________

___________________________________

AUTHORIZATION TO RELEASE INFORMATION

I hereby authorize the release of all business and personal information and/or verification of employment to the County of Santa Cruz, General Services Department, as said items related to my interest in securing an agreement with the County. This form may be reproduced or photocopied to be utilized as my consent to release business and personal information and/or verification of employment.

_________________________ ____________________________      _______________
Print Respondent’s Name                   Respondent’s Signature                              Date

Please provide the following information for this person:

How long have you known this person? ___________________________________________

In what capacity do you this person? _____________________________________________

___________________________________________________________________________

What positive comments can you provide about this person?

___________________________________________________________________________

___________________________________________________________________________

Do you have any apprehensions about providing a reference for this person?

___________________________________________________________________________

___________________________________________________________________________

Please provide any additional comments below.

___________________________________________________________________________

___________________________________________________________________________

Please place in sealed envelope and return to me at the address indicated above as soon as possible. Thank you.
Exhibit G
Statement of Financial Condition

This statement forms a part of the proposal for the Surf School Concession Services along East Cliff Drive Parkway at permitted beaches and coastal access points between Pleasure Point Park and The Hook Park at 41st Avenue. As part of the selection procedure, it will be necessary for the County to verify each Respondent’s financial condition and credit rating. So that we may do so, please provide the following information. Material inaccuracies may result in your proposal being deemed non responsive. Submit a separate statement for each business or Respondent(s).

Name: ___________________________________
Address: ___________________________________
Telephone: _________________________________

1. Bank References: (List bank name and address, account type and number for each account.)

_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________

2. Suppliers: (List name, address and phone number for each supplier.)

_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________

3. Indicate whether Respondent or any partnership, joint venture, and/or LLC in which Respondent was a member has ever declared bankruptcy or participated in a restructuring of debt commitments. Describe circumstances if applicable. (Use additional sheet if necessary.)

_________________________________________________________________________

I certify that the forgoing is true and correct. Material falsification is grounds of rejection on the proposal.

________________________
Signature

________________________
Print Name

________________________
Date
Exhibit H
PROTESTS AND APPEALS PROCEDURES

1. Protests to the General Services Director
   Any actual or prospective bidder, offeror or concessionaire who is allegedly aggrieved in
   connection with the solicitation or award of a permit, other than a bid protest, may
   protest to the General Services Director. The protest shall be submitted in writing to the
   General Services Director (Purchasing Agent) within five (5) working days after
   Respondents have been notified of the County Board of Supervisors approval of an
   award.

2. Decision of the General Services Director
   Following consultation with County Counsel, the General Services Director shall issue a
   written decision within ten (10) working days after receipt of the protest. The decision
   shall:
   (a) State the reason for the action taken;
   (b) Inform the protestant that a request for further administrative appeal of an adverse
decision must be submitted in writing to the Clerk of the Board of Supervisors within
seven (7) working days after receipt of the decision made by the General Services
Director. However, if the underlying protested award is not subject to approval by
the Board of Supervisors (contracts for services for up to $35,000), then the General
Services Director’s decision shall be final.

3. Protests and Appeals to the Board of Supervisors
   (a) If permitted under Section 2(b) above, the decision of the General Services Director
may be appealed to the Board of Supervisors.
   (b) Any actual or prospective bidder, offeror or concessionaire who is allegedly
aggrieved may protest a bid to the Board of Supervisors.

4. Time Limits for Filing Protests and Appeals to the Board of Supervisors
   Protests and appeals to the Board of Supervisors must be filed no later than ten (10)
working days after the date of the decision being protested or appealed. The County
shall be considered an interested party. When the appeal period ends on a day when the
County offices are not open to the public for business, the time limits shall be extended
to the next full working day.

5. Content of Protest and Appeal; Stay of Award
   Any appeal or protest shall be filed in writing with the Clerk of the Board of Supervisors
and shall state, as appropriate, any of the following:
   - A determination or interpretation is not in accord with the purpose of these
     procedures or County Code;
   - There was an error or abuse of discretion;
   - The record includes inaccurate information; or
   - A decision is not supported by the record.
   In the event of a timely appeal before the Board of Supervisors under this Section, the
County shall not proceed further with the solicitation or with the award of the permit until
the appeal is resolved, unless the County Administrative Officer, in consultation with
County Counsel, the General Services Director, and the using department, makes a
written determination that the award of the permit without delay is necessary to protect a
substantial interest of the County.
6. Protest and Appeal Procedure

(a) Hearing Date. A hearing before the Board shall be scheduled within thirty (30) days of the County’s receipt of a protest or appeal unless the protestor and County both consent to a later date.

(b) Notice and Public Hearing. The hearing shall be a public hearing. Notice shall be mailed or delivered to the protestor not later than ten (10) days before the scheduled hearing date.

(c) Hearing. At the hearing, the Board shall review the record of the process or decision, and hear oral explanations from the protestor and any other interested party.

(d) Decision and Notice. After the hearing, the Board shall affirm, modify or revise the original decision. When a decision is modified or reversed, the Board shall state the specific reasons for modification or reversal. The Clerk of the Board of Supervisors shall mail notice of the Board decision. Such notice shall be mailed to the protestor within five (5) working days after the date of the decision, and to any other party requesting such notice.

(e) A decision by the Board shall become final on the date the decision is announced to the public.

__________________________
Signature

__________________________
Print Name

__________________________
Date
Exhibit I

LOCALLY OPERATED BUSINESS PREFERENCE AFFIDAVIT OF ELIGIBILITY

Please review County Code Section 2.37.108 “Local Business Preference”. Complete all areas below. Incomplete forms will be rejected. Submit completed form by email, mail or in person to the above address.

1) LEGAL NAME OF BUSINESS: ____________________________________________
   Mailing address: _______________________________________________________
   Physical address (if different): ___________________________________________

2) Month/year this business was established in Santa Cruz County: ________________

3) Business license issued by an incorporated city within Santa Cruz County:
   Business license #: __________________________ Issued by: __________________

4) For transactions that require sales tax, provide the following reseller information:
   Reseller’s permit #: __________________________
   Company name and address as it appears on the reseller’s permit:
   _______________________________________________________
   _______________________________________________________
   _______________________________________________________

5) Does this business have more than one (1) physical location in California?
   Yes____ No____
   If yes, please specify the physical location considered the point-of-sale for sales tax purposes:
   _______________________________________________________

6) Does this business have at least one (1) physical location staffed by at least one (1) full-time employee or owner/operator located in Santa Cruz County?
   Yes____ No____
   Address
   _______________________________________________________
   _______________________________________________________

7) In the most recent tax year, was this business required to pay any or all of the following:
   Income taxes? Yes____ No____
   Payroll taxes? Yes____ No____
   Sales tax? Yes____ No____
   Property taxes for property located in Santa Cruz County? Yes____ No____

8) Is the local business delinquent in the payment of any taxes, charges or assessments owed to Santa Cruz County or to an incorporated city within Santa Cruz County?
   Yes____ No____

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the County of Santa Cruz in an attempt to qualify for a local preference shall be prohibited from bidding on Santa Cruz County projects for a period of three (3) years.

Authorized Signature: __________________________________ Date: _______________

Printed Name & Title: __________________________________ Phone: ____________

(GSD350)
Beaches and coastal access points along East Cliff Drive Parkway between Pleasure Point Park and The Hook Park at 41st Avenue, as shown below, to include Pleasure Point, 36th Avenue, 38th Avenue, and The Hook.
**Exhibit K**

**Sample Concessionaire Permit**

---

**Permit**

Santa Cruz County Parks

979 10TH AVENUE
Santa Cruz, CA 95062

PHONE (831) 464-7991
FAX (831) 464-7946
EMAIL: provwebmaster@parks.com

---

**Exhibit K**

**Sample Concessionaire Permit**

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Santa Cruz County Parks Department hereby grants to the Customer or Organization represented by its Authorized Agent, herein "Permittees", permission to use the Parks facilities named herein. This permission is subject to the limitations set forth in this document and in the attached and incorporated Terms and Conditions and Assumptions, Waiver, and Indemnity documents.

**Organization Name:** Surf School Concessionaire - 21%  
**Organization Address:** 1234 ABC Lane  
Santa Cruz, CA 95062

**Agent Name:** Sample Concessionaire  
**Primary Phone Number:** (831) 464-8567

**Permit #**: R344  
**Status:** Approved  
**Date:** Oct 12, 2018 10:49 AM

---

**Sample Surf School Concessionaire**

**Booking Summary**

<table>
<thead>
<tr>
<th>Event</th>
<th>Ticket Price</th>
<th>Subtotal</th>
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</thead>
<tbody>
<tr>
<td>Surf School Concessionaire</td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

---

**Custom Questions**

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is the surf school concessionaire jersey/uniform?</td>
<td>Yellow</td>
</tr>
</tbody>
</table>

---

**Waivers and Information**

<table>
<thead>
<tr>
<th>Waiver Name</th>
<th>Due Date</th>
<th>For</th>
<th>Signing Status</th>
</tr>
</thead>
</table>

---

**Permit Fee:** $100.00

**Total Payment:** $100.00

**Refunds:** $0.00

**Balance:** $100.00

---

See Attached File To Review Sample Permit

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https://anprodactive.com/santacruzcountyparksrainer/ui.do?method=showPermitContract... 10/12/2018
Questionnaire

Instructions: Answer all of the following questions on a separate paper. Answers should be typed, complete, and in the order presented. A simple "yes" or "no" answer is not adequate.

1) Describe your business background and qualifications operating as a Surf School. Include any training or experience in teaching within the County of Santa Cruz. Emphasis should be placed on those areas and qualifications which evidence the capability to effectively manage an operation of this type.

2) Provide background, work history, and qualifications of personnel that will be assigned to provide surf school instruction.

3) Describe experience doing similar work for other public, private, or non-profit agencies.

4) Provide a detailed outline of the Operational plan to fulfill the requirements of the Permit. Your proposed Operational Plan should cover the period from January 1, 2019 through December 31, 2019. A schedule of classes, number of students per class, days and hours of operation, and a price list must be included. The Operational Plan should also include a brief summary of the material to be covered in each class offering.

5) Describe the process/system you will use to communicate with the Parks Department and the other permitted surf schools to ensure the maximum of 24 students in the water requirement is adhered to at all times.

6) What is your teaching philosophy, and describe the methods you use to instruct students. Share any adult-learning methods you intend to utilize.

7) Describe your instructor training program for ocean safety, surf school instruction, and rules of conduct. Describe company policies which ensure that instructors communicate a professional demeanor toward the public both in and out of the water? Specifically list the criteria you use to determine adherence to your standards.

8) Explain your understanding of and your ability to deal with surf breaks between Pleasure Point and the Hook. What is your operational plan to provide surf instruction at various skill levels while maintaining appropriate surf etiquette in the water with the public and minimizing unreasonable overcrowding of any one surf break?

9) Submit a written safety and emergency response plan that you intend to utilize.

10) Provide the specific details of the off-site staging location and plan to minimize negative impact upon the adjacent neighborhoods in Pleasure Point. Please include the plan for off-site registration and pre-water instruction, student and instructor parking, shuttling and drop off along East Cliff Drive Parkway, and maintaining public rightaway and access at the beaches and coastal access points before, during, and after instruction in the water.

11) Describe any incidents of non-compliance with and violation of local, state, federal laws, ordinances, or permit conditions by the applicant, Respondent’s business or by any Respondent’s employees.

12) Describe any experience by Respondent, Respondent’s business or employees with any prior surf school permit or similar type of permit to operate and provide surfing or similar sports instruction for County or other public entity.

13) Describe any experience by Respondent, Respondent’s business or employees of any suspension, revocation or breach of any conditions of a surf school permit or similar type of permit issued by any other public entity.