Non-Profit Surf Schools Program Application

Application Opens	October 22nd, 2026
Application Workshop	October 29th, 2026, optional for non-profits 2:00-4:00pm Parks Office
Question Deadline	5:00 PM Pacific Time, November 6th, 2026 Submit questions by email to Garrett.Smart@santacruzcountyca.gov
Submittal Deadline	**5:00 PM Pacific Time, November 30th, 2026** Proposal must be submitted by this Deadline.
Submittal Location	Santa Cruz County Parks Office 979 17th Ave Santa Cruz, CA 95062
Contact Person	Garrett Smart Email: Garrett.smart@santacruzcountyca.gov Phone: 831.454.7901

SECTION I. INVITATION

Since June 1, 2017, a Surf School 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 Department has issued three (3) commercial 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.

In a strategic effort to engage with the entire county of Santa Cruz and ensure our coastal access points are truly open to all a Municipal Access Partnership Permit (MAPP) was implemented in 2024. Alongside the current standing commercial Surf School Concessionaire Program this new MAPP was introduced and awarded in a separate application system to additional non-profit groups for similar services. Yearly, until dissolved, The Department will award up to three (3) non-profit agencies a MAPP. All granted agencies must coordinate/schedule with the Parks department so daily use does not exceed 8 students in total.

Overview of new MAPP and how it works with the Commercial Surf Schools

- Every 5 years, the current Commercial Permit Process will take place.
    - Commercial permit will be awarded to 3 schools, up to 8 students (24 total in water for lessons at any time)
    - Awards are granted for one year and can be renewed up to 4 (four) times

- The MAPP Permit will be awarded annually.
    - MAPP will be awarded to up to 3 non-profit agencies annually, allowing up to 8 students daily in water between all granted permits; efforts must be coordinated between MAPP awarded groups and the Parks department for daily use not to exceed 8 students.

All Applicants, Commercial or MAPP will be held to the same following policies and procedures:

- Formal proposal or application process-indicating request for Commercial Permit or Municipal (MAPP) Access Partner Permit
- Award guidelines

- Safety/insurance requirements, terms and conditions of use
- Percentage of fees due to Parks Department

SECTION 2. INSTRUCTIONS TO RESPONDENTS

Preparation of Application

Respondents shall submit the completed application with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent's name.

Application Documents

Refer to Section 5

Application Process Schedule

a. The following is an anticipated application timeline. The County may change the estimated dates and process as deemed necessary.
The proposed schedule for the submittal reviews and notification is as follows:

Activity	Date
Release Applications	October 22 2026
Deadline for Questions	November 6 2026
Disseminations of Written Questions and Answers	November 13 2026
Deadline for Proposals	November 30 2026
Tentative Award	December 15 2026
Submission of Permit Requirements/ Documentation	December 20 2026
Permit Start Date	January 1 2027

b. Self-Guided Site Walkthrough (optional)

Applicants are encouraged to do a self-guided walk-through as indicated on the map in Attachment 1 to familiarize themselves with the location.

Submission of Application

a. Respondent shall submit one (1) hardcopy set signed in blue ink; and if possible one (1) electronic copy (USB drive) of the completed application.

b. Responses to the APPLICATION shall be delivered in a sealed envelope, clearly marked
Non-profit Surf Schools Program Application addressed to:

Santa Cruz County Parks
Attn: Garrett Smart
979 17th Ave
Santa Cruz, CA 95062

c. The deadline to submit proposals is **5:00 PM Pacific Time, November 30th , 2026**

Proposal 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:

	Evaluation Criteria		Points
1.	Level of quality and performance of the services offered based on contractor qualifications and experience, in accordance with established requirements.		**20**
2.	Non-profits business plan, including proposed plan for responsible business practices and standard operating procedures.		**20**
3.	Non-profits proposed Safety Plan, including employee/volunteer training program, patron safety plan, and adherence to permit rules and regulations to promote safety and minimize impact upon the public.		**20**
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.		**20**
5.	Compliance with program requirements, terms and conditions, organization, staff, and any applicable training.		**10**
6.	Program reach serves a diverse population		**5**
7.	Organization is a local, Santa Cruz County Non Profit		**5**
	Total		**100**

B. A committee of County employees will evaluate all applications and select the applicants who best meets the needs as set forth in this application.

Pre-Award Conference

If requested by County, successful applicants shall meet with the County representatives prior to the Award of Permit to review the specifications and finalize the initiation of the proposed Contract.

Respondent Qualifications

Respondent shall provide the following information/documentation in attachment form as indicated including reference to the applicable APPLICATION 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. Respondent shall provide a brief statement of organization background including years in business and experience of support staff.
B. References: Respondent shall provide customer references and request and provide personal and business references. Refer to Exhibit B – Customer 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.

SECTION 3. STATEMENT OF WORK AND SPECIFICATIONS

Overview

It is the County's intent to receive applications for surf school services and to award services to the most qualified Organization(s). Depending on the response received, the County may move forward to award more than one Organization.

Surf School Services are defined as an organization offering structured instruction and training in the sport of surfing. Orgaziations teaching students the skills and techniques needed to ride waves safely and effectively are considered Surf Schools for the intent of this application.

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.

Scope: General Requirements

A. Organization's Duties

1. Organization 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 Organization Permit Terms and Conditions of Use.
2. Organization will have the right and privilege to conduct 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. Organization agrees to implement an approved surf school operational plan that provides appropriate activity for this area that maintains safety and access, reduces impact to the residential neighborhood from this activity, provides qualified trained instructors, and provides services to underserved residents in Santa Cruz County.
4. Organization understands that the operation of the surf school services does not entitle Organization 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 Organization will be in accordance with the generally accepted best practices of surf school businesses, surf school instruction, and surf etiquette.
6. Organization 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 Organization.
7. Organization agrees to submit to the County a complete list of all fees for surf school services that the Organization 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. Organization agrees to be in compliance with all of the Surf School Organization 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 Organization. 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 services must be approved by the County prior to disbursement.
12. Organization may include the status as a permitted Organization 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. Organization shall be an independent agent and shall not be an employee of County, nor shall any County employee(s) be employed by Organization. Organization 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 Organization shall at all times and for all purposes be deemed solely Organization's employees.
14. Organization 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. Organization 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. Organization 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. <u>County Duties</u>
1. The County will be responsible for conducting a RFP process every five (5) years.
2. The County will be responsible for reviewing this program annually to administer long-term program guidelines as deemed appropriate.
3. For the safety and enjoyment by the public, the County has established the Surf

School Organization Permit Terms and Conditions of use, attached, which are to be strictly adhered to at all times. These requirements may be amended at any time by the County.

4. The County may administer surveys at any time requesting public feedback regarding the Surf School Organization Program.
5. Upon request, County will assist Organization in promotion of publicity materials on the County Parks Department website related to services.
6. Should County decide that the surf school services provided under Permit are no longer necessary or desired by County, County shall endeavor to provide Organization 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. Non-profits awarded permit may seek reduced annual permit fee.
2. Organization shall provide a detailed accounting each month of all concession activities. County's compensation (portion of gross revenue) shall be 10% of Organization's gross revenues from the surf school services.
3. Organization shall pay County its portion of gross revenues within thirty (30) days following each month end. Organization 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. Organization will be responsible for paying all taxes associated with the concession operation.
6. On or before ninety (90) days following each calendar year end, Organization 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 Organization'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. Organization shall submit operating statements to the Parks Department in a mutually agreed upon format. Organization 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 APPLICATION shall be adjusted, by mutual agreement of the parties, to reflect changes in Organization'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 application will run through December 31, 2027.

SECTION 4. STANDARD TERMS AND CONDITIONS

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

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

Term of Permit
The term of Permit shall be for one (1) year.

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.

Licenses, Permits, and Certifications
The Organization shall maintain all business and professional licenses that may be required by Federal, State and local codes or rules. Organization'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.

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

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 Organization thirty (30) days written notice prior to the effective date of termination. Organization may terminate the Permit with thirty (30) days' written notice stating the reason for cancellation.

Assignment
Organization 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. Organization must provide County thirty (30) days written notice prior to sale of Organization. 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 Organization must inform the County and receive approval for changes in Organization's Project Manager.

Inclusion of Documents
This APPLICATION , all addenda and the submittal in response to this APPLICATION shall be become a part of any permit awarded as a result of this APPLICATION .

Off-Shore Outsourcing of Services
Organization shall certify that all services performed on any purchase order or permit with County, either by Organization or any subcontractor will be performed solely by workers within the United States.

Force Majeure
Organization 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.

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.

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

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.

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.

Equal Employment Opportunity
During and in relation to the performance of Permit, Organization agrees as follows:
A. Organization 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. Organization agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

SECTION 5. OFFICIAL APPLICATION

1. Organization Information Contact

Organization Name	
Organization Address	
Organization Email	
Organization Website	

2. Primary Contact:

Name	
Title	
Phone	
Email Address	

3. Organization is an established 501(c3) Non-profit organization providing services within Santa Cruz County (provide evidence of status)

4. Agreement to remittance of monthly gross sales to County:
   ☐ Yes ☐ No Agree to remit 10% of monthly gross sales to County.

5. 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 Questionnaire

6. Compliance:
   ☐ Yes ☐ No Compliance with application specifications, requirements, terms and conditions.

   If “No”, provide on company letterhead in attachment form a detailed explanation referencing all exceptions including the APPLICATION section, paragraph, etc.

SECTION 6. EXHIBITS

Exhibit A

FACT SHEET

Name of Non-Profit _____

Organization Tax ID#:_____

Is Organization

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

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

Debarment/Suspension Information: Has the Organization 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, Organization 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 ORGANIZATION'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 ORGANIZATION and third persons.

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

Insurance

ORGANIZATION, 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 ORGANIZATION'S insurance coverage and shall not contribute to it. If ORGANIZATION 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, ORGANIZATION 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 ORGANIZATION utilizes one or more subcontractors in the performance of this Permit, ORGANIZATION shall obtain and maintain ORGANIZATION's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of ORGANIZATION in this Permit, unless ORGANIZATION 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 Organization has no employees and certifies to that fact.
   b. Automobile Liability Insurance for each of Organization's vehicles used in the performance of Permit, including owned, non-owned (e.g. owned by Organization'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 Organization does not drive a vehicle in conjunction with any part of the performance of Permit and Organization 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 Organization 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, Organization 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. Organization 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 Organization, 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 Organization fail to obtain such an endorsement to any policy required hereunder, Organization 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. Organization 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 Organization’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to the permitting department.
    f. Organization hereby grants to County a waiver of any right of subrogation which any insurer of said Organization may acquire against the County by virtue of the payment of any loss under such insurance. Organization 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 services 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
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 a proposed Operational Plan covering the period from January 1, 2026 through December 31, 2026. 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 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 commercial students and 8 non-profit organization 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 in 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 experience 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.

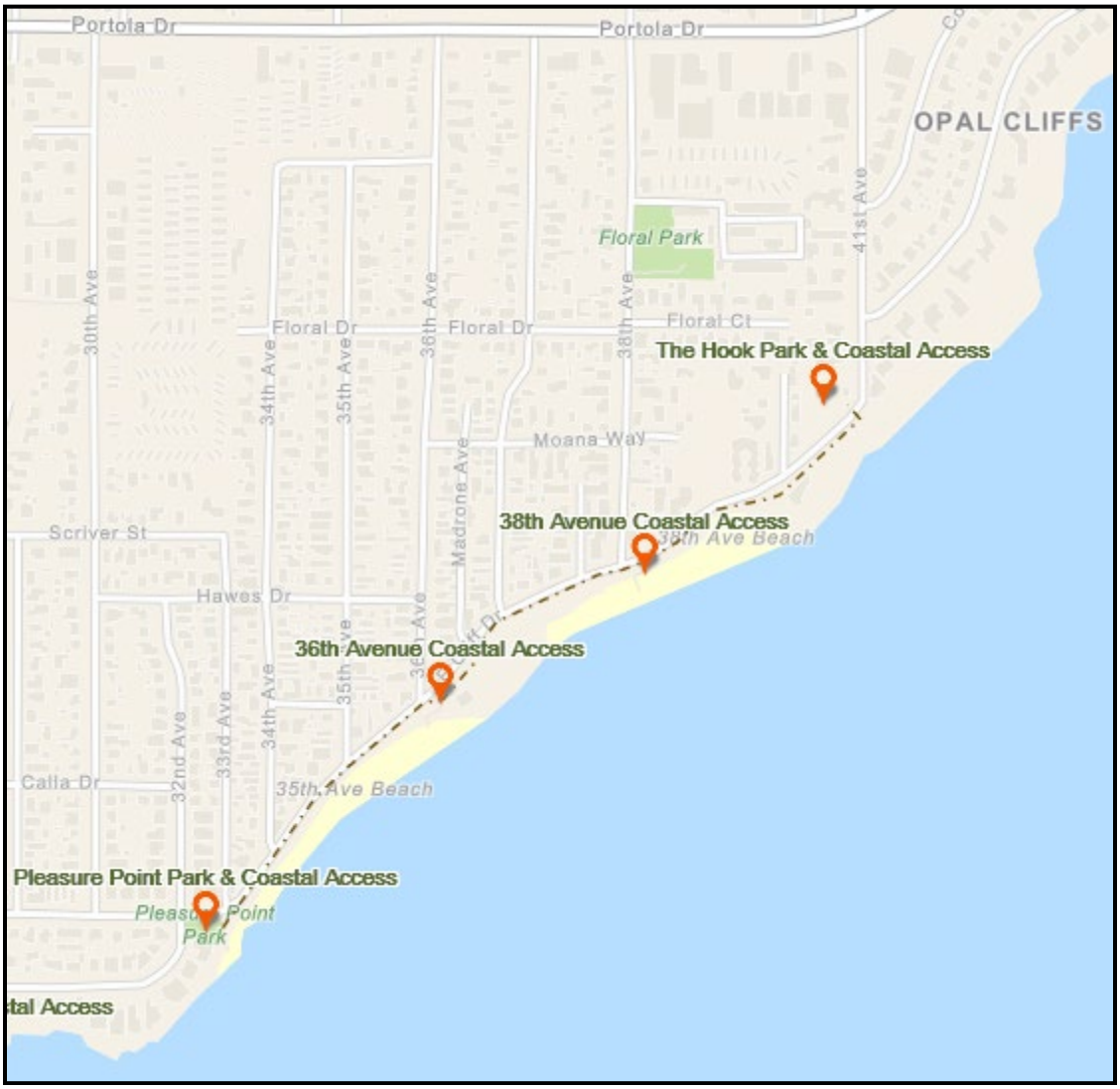
10) Provide the specific details of the off-site staging location and plan to minimize negative impact upon the adjacent neighborhoods in Pleasure Point. Please include the plan for off-site registration and pre-water instruction, student and instructor parking, shuttling and drop off along East Cliff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

11) 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 instructions for County or other public entity.

12) How does your non-profit organization demonstrate a commitment to inclusivity, cultural competence, and equitable access to services, ensuring that the program reaches and benefits individuals from various racial, ethnic, socioeconomic and demographic backgrounds within Santa Cruz County?

Attachment 1

Overview Map

For Reference Only

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.