



County of Santa Cruz

HUMAN SERVICES DEPARTMENT

Randy Morris, Director

1000 Emeline Avenue, Santa Cruz, CA 95060

(831) 454-4130 FAX: (831) 454-4642

COUNTY OF SANTA CRUZ, CALIFORNIA ***Human Services Department***

2025 Annual Request for Qualifications (RFQ) ***For*** ***Housing for Health (H4H) Vendor Pool***

Question Deadlines 5:00 PM, Pacific Time, February 12, 2025
5:00 PM, Pacific Time, May 13, 2025
5:00 PM, Pacific Time, August 12, 2025
5:00 PM, Pacific Time, November 12, 2025

Submission Deadlines 5:00 PM, Pacific Time, March 31, 2025
5:00 PM, Pacific Time, June 30, 2025
5:00 PM, Pacific Time, September 30, 2025
5:00 PM, Pacific Time, December 31, 2025

Submittal Location Via email to: HSDCCUProposals@santacruzcountyca.gov

Questions Via email to: HSDCCUProposals@santacruzcountyca.gov

Contact Person Melissa McCuiston, Sr. Administrative Analyst
Email: HSDCCUProposals@santacruzcountyca.gov

TABLE OF CONTENTS

Section	Section Title	Page
1	Invitation	3
2	Instructions to Respondents	
2.1	Preparation of RFQ Response	4
2.2	RFQ Documents	4
2.3	RFQ Process Schedule	4
2.4	Submission of RFQ Response	4
2.5	Evaluation Process	4
2.6	Late Responses	4
2.7	Point of Contact	5
2.8	References	5
2.9	RFQ Evaluation Criteria	5
2.10	Reservations	5
2.11	Notifications of Withdrawals of RFQ Responses	6
2.12	Interpretation	6
2.13	Compliance	6
2.14	Qualifications	6
2.15	Addenda	6
2.16	Proprietary Information	7
2.17	Cost Liability	7
3	Scope of Work	
3.1	Project Description	8
3.2	General Information and Requirements	8
3.3	Scope	9
4	Official RFQ Response Form	12
5	Exhibits	
A	Respondent Fact Sheet	14
B	Customer References	16
C	Protests and Appeals Procedures	18
D	Insurance Requirements	19

SECTION I - INVITATION

Established in 1850 as one of the state's original 27 counties, the County of Santa Cruz was originally called Branciforte. The name was later changed to Santa Cruz, which is "holy cross" in Spanish. The County of Santa Cruz geographically is the second smallest county within the State of California, yet it has one of the largest unincorporated area populations. The 2020 estimated population for the County of Santa Cruz by the U.S. Census Bureau was 270,861. The County encompasses an urban service area of 440 square miles.

It is the intent of this Request for Qualification (RFQ) to identify qualified vendors interested in providing various health and housing-related services to Santa Cruz County through the Human Services Department (HSD) Housing for Health Vendor Pool (Vendor Pool). The Vendor Pool serves as a repository for a selection of qualified vendors to partner with the County on the critical issue of homelessness. The purpose of the Vendor Pool is to help people experiencing or at-risk of homelessness improve their health and obtain permanent homes. The Vendor Pool will accelerate the County's efforts to prevent and end homelessness.

The County has established a vendor pool list with vendors who meet the Vendor Qualification Criteria for one or more of the following core service categories:

- 1) Supportive Services
- 2) Operations
- 3) Leasing/Rental Assistance
- 4) Consulting/Project Management Services

Qualification of vendors will be performed by County staff and/or consultants who have expertise or experience in the areas of health and housing-related services and housing and facility pre-development work for persons experiencing or at-risk of homelessness. These experts will evaluate and verify applicant responses and recommend vendors for inclusion in the Vendor Pool. The Vendor Pool Contract Analyst shall notify vendors of the qualification outcome. Only qualified and approved vendors will have the opportunity to provide the services requested.

Santa Cruz County does not guarantee any minimum or maximum dollar amount or any awarded scope of services under this RFQ.

SECTION 2 - INSTRUCTIONS TO RESPONDENTS

2.1 Preparation of RFQ Response

Respondents shall submit the completed Request for Qualifications (RFQ) response with required exhibits, attachments, and explanatory materials, as applicable, as specified herein. No oral, telegraph, telephone, or facsimile will be accepted.

2.2 RFQ Documents

Refer to Section 4- Official RFQ Form (Exhibit A)

2.3 RFQ Process Schedule

The anticipated RFQ Process Schedule for 2025 follows. The County may change these dates and/or the RFQ process if deemed necessary.

Activity	Date
2025 RFQ Release Cycle	January 1, 2025 - December 31, 2025
Question Deadlines	5:00 PM, Pacific Time February 12, 2025 May 13, 2025 August 12, 2025 November 12, 2025
Deadlines to submit RFQ responses	March 13, 2025 June 30, 2025 September 30, 2025 December 31, 2025
Vendor Notification of RFQ Results	Cycle 1= April 30, 2025 Cycle 2= July 31, 2025 Cycle 3= October 31, 2025 Cycle 4= January 31, 2026

2.4 Submission of RFQ Response

A. Submit one (1) electronic copy of the completed RFQ response as specified herein

B. RFQ Responses shall be delivered via email (no larger than 32MB) in .PDF form, clearly marked as **RFQ # 25VPQ02** to HSDCCUProposals@Santacruzcountyca.gov

2.5 Evaluation Process

The evaluation team may determine presentations are necessary to fully access Respondents' qualifications. Respondents shall be required to participate in these presentations to qualify for consideration.

2.6 Late Responses

Respondents shall be responsible for the timely delivery of their RFQ responses. Responses received after the posted quarterly deadlines will be reviewed during the next quarterly cycle.

2.7 Point of Contact

All questions regarding this RFQ shall be submitted in writing to the Contact Person or their authorized designee. No other individual has the authority to respond to any questions on behalf of the County. Failure to adhere to this process may disqualify the Respondent.

2.8 References

- A. Respondent shall complete and submit Exhibit B – Customer References.
- B. County reserves the right to check any or all references:
 - 1. Necessary to assess a Respondent’s performance; and
 - 2. Explicitly specified in the RFQ response or that result from communication with Respondent’s references or other entities involved with similar or other projects, including other industry sources and users of similar services known to County.
- C. County expects reference’s contact information to be accurate and contacts to be reachable.

2.9 RFQ Evaluation Criteria

- A. An evaluation team comprised of County and Community staff will evaluate the RFQ responses based on the following criteria:

Evaluation Criteria		Points
1.	Three Year Experience serving Target Population (in each service area vendor is applying for)	Pass/Fail
2.	Qualifications and Content	75
3.	Compliance with Administrative Requirements	25
Total		100

2.10 Reservations

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

- A. Reject any or all responses from vendors that could in any way restrict or give preference to, or which could be perceived to restrict or give preference to the bidding of any other vendors;
- B. Reject any or all responses without indicating any reasons for such rejection;
- C. Waive or correct any minor or inadvertent defect, irregularity, or technical error in the RFQ or any RFQ procedure or any subsequent negotiation process;
- D. Terminate this RFQ and issue a new RFQ or Request for Information anytime thereafter;
- E. Extend any or all deadlines specified in the RFQ by issuance of an addendum at any time prior to the deadline to submit RFQ responses;
- F. Disqualify, at the sole discretion of the County, any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the RFQ response or by other data or means available to the County;
- G. Reject the response of any Respondent that is in breach of or in default under any other agreement with the County;
- H. Reject any Respondent deemed by the County to be non-responsive, unreliable, or unqualified or who submits false information.

2.11 Notification of Withdrawals of RFQ Responses

Respondents or authorized representatives may, by formal written notice to the Buyer (email is acceptable), modify or withdraw responses prior to the deadline to submit RFQ responses. All responses not withdrawn prior to this deadline will become the property of County.

2.12 Interpretation

Should any discrepancies or omissions be found in the RFQ, or doubt as to its meaning, the respondent shall notify the Buyer in writing at once (e-mail is acceptable). The Buyer may issue written instructions or addenda to all participants in this RFQ process. No oral statement of interpretation by County staff shall be binding. Questions must be received at least by the Question Deadline. All addenda issued shall be incorporated into the Contract.

2.13 Compliance

- A. It is the responsibility of Respondent to read ALL sections of this RFQ prior to submitting a response.
- B. Failure to comply with the RFQ requirements provided herein could result in disqualification.

2.14 Qualifications

Respondent shall provide the following information/documentation in attachment form as indicated including reference to the applicable RFQ paragraph number.

- A. Experience: Respondent must be engaged in the business of providing services to people currently experiencing homelessness, living unstably and/or formerly homeless for at least three (3) years of the last ten (10) years (cumulative experience will be accepted). Respondents must demonstrate at least three (3) years of experience serving the target population for each of the core service categories for which they are qualifying. Interested vendors who do not have three years of experience can partner with a primary applicant who meets the three years of experience requirement.
- B. References: Respondent shall provide customer references and request and provide personal and business references. Refer to Exhibit B – Customer References and Exhibit E – 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.

2.15 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 his designee.
- B. Addenda will be posted on Purchasing's 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 responses reflect any and all addenda issued by the Buyer or his designee prior to the deadline to submit RFQ responses regardless of when the responses are submitted.
- D. All addenda issued shall be incorporated into the contract awarded as a result of this RFQ.

2.16 Proprietary Information

Responses 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 separate sealed envelope and only reference it within the body of the response. Respondent should not include in the response any material that Respondent considers confidential but that does not meet CPRA disclosure exemption requirements.

2.17 Cost Liability

Respondent is solely responsible for all costs incurred in the preparation and submission of an RFQ response.

SECTION 3 - SCOPE OF WORK

3.1 Project Description

This RFQ intends to build upon a pool of qualified vendors interested in contributing their services to addressing the crisis and providing health and housing services that will impact homelessness, including reducing racial and ethnic disparities. HSD encourages existing vendors and vendors new to County contracting to submit a response (See Exhibits below) and partner with the County on the critical issue of preventing and ending homelessness. The Vendor Pool was established as part of a new Housing for Health procurement process that is still under development.

Qualified vendors will be **eligible** to provide services to the County in one of the four identified service areas outlined in section 3.3.

3.2 General Information and Requirements

The number of people experiencing homelessness in Santa Cruz County reflects a health and humanitarian crisis. [Housing for a Healthy Santa Cruz](#)¹, a strategic framework for addressing homelessness in Santa Cruz, sets goals to reduce the number of households experiencing homelessness at a point-in-time by just over 25% between January 2019 and January 2024. It also calls for a 50% reduction in the number of households living “unsheltered” in places such as the streets, parks, cars, and unsafe structures.

The County, along with our community partners, has learned what services, supports, and housing resources are needed to help people end and prevent their homelessness; however, large-scale replication of these proven interventions, the ability to respond quickly, take advantage on one-time and time limited funding and adjust to the evolving needs of a dynamic population, remains a challenge.

It is known that people struggle to recover from medical, mental health, or substance use disorders without a stable home. Decent, safe, and affordable housing coupled with appropriate support services are critical to promoting personal and community health. In addition to housing, other health and support services must be available and coordinated to address the complex physical and behavioral health conditions experienced by many people without homes. The range of services supported by HSD represent critical components of the County’s overall effort to prevent and end homelessness. HSD, provides services for people experiencing and/or at-risk of homelessness directly and through its network of community-based partners.

HSD recognizes the racial and ethnic disparities that exist among Black, Indigenous, and People of Color experiencing homelessness, and aims to eliminate those disparities. HSD seeks to identify opportunities and make recommendations to shape homeless response systems and programs to effectively meet the needs of groups most impacted by racial and ethnic disparities in the homeless population. Department action steps include:

- Evaluating the system annually through a race equity lens
- Disaggregating performance outcomes by race
- Looking at Department policies and practices including:
 - Direct services with clients
 - Hiring processes
 - Organizational culture
 - Acknowledging the importance of cultural competency in the provision of services to the homeless population

¹ [Housing for a Healthy Santa Cruz](#)

HSD understands that race matters. Closing equity gaps requires strategies developed through an intentional focus on race with services provided by organizations deeply rooted in, and trusted by, traditionally underserved communities of color. Moreover, HSD seeks to work in partnership with vendors to provide services to Santa Cruz County residents that are culturally competent. This competency spans not just racial equity and language capacity, but also includes an understanding of and ability to reflect clients' shared experience, existing and emerging community and organizational strengths, and the unique experiences of community members as they relate to gender and sexual orientation, race, age, exposure to trauma, immigration experience, mental health status, socioeconomic status, disabilities, and other risk and protective factors.

3.3 Scope

The scope of services for the Vendor Pool is broad to reflect the County's philosophy of providing an all-inclusive approach to meeting the complex needs of the target population. The Vendor Pool shall be established with a qualified list of vendors that can provide health and housing services to people who are currently experiencing homelessness; living unstably; and/or were formerly homeless and have transitioned into short-term or long-term housing.

The Vendor Pool is intended to improve the County's ability to respond more effectively to ongoing service needs and qualify both existing vendors and vendors new to County contracting procedures to engage in the qualification process. Vendors that successfully demonstrate that they have met the required Vendor Qualification Criteria per Section 2.14 in one or more of the four core service categories listed below will be added to the Vendor Pool.

The specific activities listed under each service category below are examples and may not be exhaustive of the actual services provided under contract. The Human Services Department (HSD) is the lead agency for the Vendor Pool.

HSD intends to qualify vendors who can provide services in each of the four core service categories:

1. Supportive Services (including, but not limited to):

- a. Reaching out to people experiencing homelessness in any and all locations with the goal of establishing a trusting relationship and offering services that will result in improved health and safety and access to temporary and/or permanent housing. Examples of outreach locations include streets, encampments, parks, vehicles, and institutional settings such as acute hospitals, emergency departments, psychiatric facilities, and jails.
- b. Activities related to helping individuals obtain and retain housing including tenant screening and housing assessments, developing an individualized housing support plan, assistance with housing applications and securing required documentation, searching for housing, and presenting options, reunification with family and/or friends, etc.
- c. Activities to support move-in such as covering moving costs, setting up utilities, transportation, etc.

- d. Assisting with benefits advocacy, including assistance with obtaining identification and documentation for Supplemental Security Income eligibility and supporting the SSI application process.
- e. Educating and engaging with landlords.
- f. Case management/advocacy and linkage to community resources.
- g. Behavioral health care, such as assessment, crisis counseling, individual and group therapy, peer support groups, substance use services, etc.
- h. Education and employment service.

2. Operations (including, but not limited to):

- a. Shelter operations including staffing and operating a shelter facility.
- b. Recuperative care, also referred to as medical respite, operations including interim housing with a bed and meals and ongoing monitoring of ongoing medical and/or behavioral health conditions.
- c. Housing operations including staffing and operating permanent or interim housing.

3. Leasing/Rental Assistance (including, but not limited to):

- a. Real estate search, including establishing relationships with private and non-profit property owners willing to assist the County in their goal of reducing homelessness.
- b. Agencies that lease and/or master lease units/properties to be used for transitional and permanent housing.
- c. Administer funding, including but not limited to: 1) move-in funds such as application fees and deposits for clients to facilitate their transition to housing, 2) rent subsidies that help clients experiencing homelessness access any and all safe and healthy residential options such as shelter, medical respite and long-term housing, and 3) flexible funding for clients experiencing homelessness and clients at imminent risk of homelessness to help resolve their housing crisis.
- d. Client annual income re-certification, housing quality standard inspections, and rent adjustment as necessary.
- e. Performance of site inspections, maintenance, and repair in order to ensure a high standard of safety, security, health and accessibility for site occupants. These activities also include ensuring that the overall aesthetic and up-keep of the property is maintained so that the property is a “good neighbor” in the community.
- f. Administer funding to help with payment of rent, utilities, services, taxes, insurance, etc. for people who were formerly experiencing homelessness as necessary to maintain a safe and secure building environment for occupants and staff.

- 4. Consultant/Project Management Services (including but not limited to):**
 - a. Technical assistance and or capacity building related to services and/or systems designed to prevent or end homelessness.
 - b. Training related to services, data, and/or systems for preventing and/or ending homelessness.
 - c. Pre-development or development of new programs or interim or permanent housing opportunities.

SECTION 4 - OFFICIAL RFQ RESPONSE FORM

The undersigned offers and affirms that the information provided herein is true and accurate, and in conformance with all requirements, conditions, and instructions of County of Santa Cruz RFQ #25VPQ02. Complete and submit this page and the following in the format specified.

Respondent/Primary Contact:

Vendor Name:	
Vendor Address:	
Vendor Phone:	
Vendor Website:	
Primary Contact	
Name:	
Title:	
Phone:	
Email Address:	

Service Categories Applicant is Qualifying for (check all that apply):

1. Supportive Services
2. Operations
3. Leasing/Rental Assistance
4. Consulting/Project Management

1. Section 4: Official RFQ Response Form
2. Cover letter including information about the vendor’s mission and qualifications, team, including each company in the team, and a statement(s) of qualifications to provide the services, specifically services to people who have experienced or are at risk of experiencing homelessness, required. Cover letter should include:
 - i. Qualifications section should clearly lay out that vendor’s qualifications in meeting at least three (3) years of cumulative experience during the last ten (10) years required for **each** of the core service categories respondent is qualifying for. For **each** core service category, respondent should state the specific services performed, the exact year(s) services were performed (e.g., 2016-2019, etc.), and describe the target populations served, including experience working with people who are currently homeless or at risk of homelessness, living unstably and/or were formerly homeless and have transitioned into short-term or long-term housing. Any particular sub-populations such as transition aged youth, people who are pregnant or parenting, LGBTQ individuals, people with disabilities, etc. should also be described and if a population served is at-risk of homelessness the proposal should clearly make the connection between the population and how that population is at-risk of becoming homeless.
 - ii. Geographic regions and/or neighborhoods served within Santa Cruz County
 - iii. Ability and experience in collecting data and generating reports on performance measures and data metrics
 - iv. Experience working in Santa Cruz County or ability to expand to Santa Cruz County

3. **List of Contracts:** Responses must list all entities for which the respondent has held contracts for at least the last three (3) years specific to experience in the core service area(s) vendor is qualifying for. Respondents may add additional contracts within the last ten (10) years as needed to demonstrate minimum qualifications and to substantiate experience in the core service area(s). For each contract listed, Respondents must include the following information for items (a) through (h) in order for the List of Contracts to be considered complete:
- i. Client Name
 - ii. Client Address
 - iii. Client Contact Person (Name, Telephone, e-mail)
 - iv. Name of Contract
 - v. Contract Period
 - vi. Dollar Amount
 - vii. Type of Service Provided (brief description)
4. Resumes of project team members that would be assigned to a project of this nature.
5. Complete and submit the following exhibits:
- Exhibit A – Respondent Fact Sheet (Applicable to the lead firm only);
 - Exhibit B – Customer References;
 - Exhibit C – Protest and Appeals Procedures
 - Proof of Insurance should be provided per Exhibit D.

REQUIRED FORMAT: Typed in Arial 11 point font with pages clearly and consecutively numbered in Submit via email (no larger than 32MB) in PDF format to HSDCCUProposals@santacruzcountyca.gov

Respondent shall confirm by selecting "Yes" or "No" below compliance with all RFQ specifications, requirements, terms, and conditions.

Yes _____ No* _____

*If No is selected, Respondent shall provide, on company letterhead in attachment form, a detailed explanation including the RFQ section number and paragraph number for each instance of non-compliance.

Executed in _____ on _____
City, State Date

Signature: _____

Name: _____ Title: _____

Company: _____

Address: _____

Telephone: _____ Email: _____

License No.: _____

SECTION 5 - EXHIBITS

**Exhibit A
Respondent Fact Sheet**

(Please reference Standard Definitions on the following page.)

Name of Contractor: _____

Contractor Tax ID#: _____

Contractor operates and business is classified as:

___ Sole Proprietor ___ Partnership ___ Corporation

___ Government ___ Fiduciary ___ Other

Is Contractor:

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

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

Contractor's annual sales volume is \$_____

Minority/Women/Disabled-Owned Business Enterprises Definitions
(Refer to Exhibit A)

Standard definitions for Minority/Women/Disabled-Owned Business Enterprises 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. The 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. The 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. The management and daily business operations are controlled by one or more disabled persons who own it.

NOTE: Certain projects conducted under Federal and/or State oversight may have additional definitions and requirements.

**Exhibit B
Customer References**

List and submit with this RFQ four (4) customer references for whom you have furnished similar services in size and nature.

1. Agency Name: _____
Agency Address: _____

Contact Name: _____
Contact Title: _____
Contact Email: _____
Contact Telephone: _____ Fax: _____
Project Name: _____
Project Description: _____
Project Cost: Preliminary: _____ Final: _____
Completion Date: _____

2. Agency Name: _____
Agency Address: _____

Contact Name: _____
Contact Title: _____
Contact Email: _____
Contact Telephone: _____ Fax: _____
Project Name: _____
Project Description: _____
Project Cost: Preliminary: _____ Final: _____
Completion Date: _____

Exhibit B
Customer References
(Continued)

3. Agency Name: _____
Agency Address: _____

Contact Name: _____
Contact Title: _____
Contact Email: _____
Contact Telephone: _____ Fax: _____
Project Name: _____
Project Description: _____
Project Cost: Preliminary: _____ Final: _____
Completion Date: _____

4. Agency Name: _____
Agency Address: _____

Contact Name: _____
Contact Title: _____
Contact Email: _____
Contact Telephone: _____ Fax: _____
Project Name: _____
Project Description: _____
Project Cost: Preliminary: _____ Final: _____
Completion Date: _____

Exhibit C
Protests and Appeals Procedures

1. Protests to the General Services Director

Any actual or prospective Respondent who is allegedly aggrieved in connection with the solicitation for qualifications, 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 whether they have been determined to meet the qualifications set in the RFQ.

Protests shall be submitted in writing to the following address:

General Services Department
Attn: Director of General Services
701 Ocean Street, Room 330
Santa Cruz, CA 95060

2. Content of Protest and Appeal

Any appeal or protest shall be filed in writing with the General Services Director and shall state, as appropriate, any of the following:

- There was an error or abuse of discretion;
- The record includes inaccurate information; or
- A decision is not supported by the record.

3. Decision of the General Services Director

Following consultation with the Human Services Director and County Counsel if indicated, the General Services Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall state the reason for the action taken.

By signing below, the Respondent agrees to these procedures.

Signature

Print Name

Date

Exhibit D

Insurance Requirements

Indemnification for Damages, Taxes and Contributions

In conjunction with work performed at and/or for County, to the fullest extent permitted by applicable law, Respondent 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:

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

Insurance

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