



**CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT**

**ALLIANCE TO END ABUSE
REQUEST FOR PROPOSALS (RFP) 1228
*Services and Access For Everyone (SAFE) Center***

On behalf of the Contra Costa County Employment and Human Services Department (EHSD), the Alliance to End Abuse (Alliance) announces its **Request for Proposals (RFP) 1228**. The Alliance is seeking bidders to submit proposals for the development, setup, and operation of the Services and Access For Everyone (SAFE Center). The SAFE Center will provide backbone functions needed for the effective and sustainable delivery of resources for immigrants in Contra Costa County by building shared vision, supporting and coordinating aligned activities, building public will, advancing policy, and mobilizing funding. The SAFE Center will coordinate and facilitate access to services in nine (9) areas of focus: legal services, school and education, healthcare, financial services, safety net, economic opportunities, social connections, civic engagement, and cultural celebrations. The SAFE Center will create opportunities to foster belonging and increase community connectedness in Contra Costa County.

Funding consists of 70% County General funds (formerly ARPA/FEMA funds) and 30% Measure X funds. The total amount of funds available is \$4,719,825. The anticipated contracting period will be from February 1, 2026, to January 31, 2029 (36 months). This funding can be used in conjunction with other funding.

This RFP is the process by which the County will solicit proposals to enter into a contract with one (1) selected Bidder from February 1, 2026, to January 31, 2029 (36 months). Any unused funds will be returned to the County at the end of the contract period.

Please read this entire packet carefully.
**Interested parties are invited to attend the recommended Bidders’
Conference scheduled for
Wednesday, October 29, 2025
Time: 2:00 p.m. to 4:00 p.m. PST**

Attendance at the Bidder’s Conference is not required for a proposal to be considered. Organizations interested in attending the virtual Bidder’s Conference must register for RFP 1228 Safety and Access For Everyone (SAFE) Center webinar at the following link:

<https://attendee.gotowebinar.com/register/7335106402279949910>

After registering, you will receive a confirmation email containing information about how to join the webinar.

**Proposal submission is due
by 5:00 PM PST on November 14, 2025**

Questions about the RFP 1228 must be submitted in writing to contractbid@ehsd.ccounty.us. This will ensure EHSD has received proper notification of your questions. Questions will be accepted through close of Bidders' Conference on **Wednesday, October 29, 2025**.

All comments and inquires received will be posted publicly along with the responses on the EHSD website at <https://ehsd.org/verview/contracting-opportunities/> on **November 7, 2025**.

Thank you in advance for your effort in preparing your response.



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SECTION 1: LEGAL NOTICE

REQUEST FOR PROPOSAL #1228

ALLIANCE TO END ABUSE

SERVICES AND ACCESS FOR EVERYONE (SAFE) CENTER

On behalf of the Contra Costa County Employment and Human Services Department (EHSD), the Alliance to End Abuse (Alliance) announces its **Request for Proposals (RFP) 1228**. The Alliance is seeking bidders to submit proposals for the development, setup, and operation of the Services and Access For Everyone (SAFE Center). The SAFE Center will provide backbone functions needed for the effective and sustainable delivery of resources for immigrants in Contra Costa County by building shared vision, supporting and coordinating aligned activities, building public will, advancing policy, and mobilizing funding. The SAFE Center will coordinate and facilitate access to services in nine (9) areas of focus: legal services, school and education, healthcare, financial services, safety net, economic opportunities, social connections, civic engagement, and cultural celebrations. The SAFE Center will also create opportunities to foster belonging and increase community connectedness in Contra Costa County.

Funding consists of 70% County General funds and 30% Measure X funds. The total amount of funds available is \$4,719,825. The anticipated contracting period will be from February 1, 2026, to January 31, 2029 (36 months). This funding can be used in conjunction with other funding.

This RFP is the process by which the County will solicit proposals to enter into a contract with a selected Bidder from February 1, 2026, to January 31, 2029 (36 months). Any unused funds will be returned to the County at the end of the contract period.

Submission of proposals in response to RFP 1228 are due on November 14, 2025, 5:00 PM PST, without exception.

For complete RFP details, submission requirements, and a copy of the RFP, visit the EHSD website at: <https://ehsd.org/overview/contracting-opportunities/>.



SECTION 2: RFP 1228 TIMELINE

<u>Event/Location</u>	<u>Date</u>
RFP Published & Announced	October 16, 2025
Question Submittal Period	October 16 – 29, 2025 by 5:00 pm PST
Bidder’s Conference Webinar	Wednesday, October 29, 2025 2:00 pm to 4:00 pm PST
Responses to RFP Questions Published by EHSD	November 7, 2025
RFP Proposal Response Submission Due Date	November 14, 2025 By 5:00 PM PST
EHSD Compliance Review and Evaluation (1 week)	Completed by November 21, 2025
EHSD Fiscal Review and Evaluation (1 week)	Completed by November 28, 2025
Division Committee Review and Evaluation (2 weeks)	Completed by December 12, 2025
Award Letter Notification	December 17, 2025
Appeal Period (10 business days after Award Letter issuance)	January 2, 2026
Contract Negotiation and Processing	January - February 2026
Anticipated Contract Start Date	February 1, 2026

All dates are subject to change as deemed in the best interest of EHSD.

Contact (RFP Process only): EHSD Contracts Unit
 Contact Phone: (925) 608-4969
 Contact Email: contractbid@ehsd.cccounty.us



SECTION 3: REQUEST FOR PROPOSALS INTRODUCTION

3.1 Solicitation

The purpose of this RFP is to find one Contractor to develop, set up, and operate the SAFE Center. The SAFE Center will provide backbone functions needed for the effective and sustainable delivery of resources for immigrants in Contra Costa County by building shared vision, supporting and coordinating aligned activities, building public will, advancing policy, and mobilizing funding. The SAFE Center will coordinate and facilitate access to services in nine (9) areas of focus: legal services, school and education, healthcare, financial services, safety net, economic opportunities, social connections, civic engagement, and cultural celebrations. The SAFE Center will also create opportunities to foster belonging and increase community connectedness in Contra Costa County.

This RFP includes a schedule for proposal procedures and deadlines, describes the context and purpose of the SAFE Center, provides instructions and forms for the preparation and submittal of the proposal, outlines the review process, and contains administrative and program information useful to prospective Bidders.

3.2 Qualified Bidders

For this RFP, “agency” and “organization” are used interchangeably.

Eligible Bidders are non-profit agencies having 501(c)(3) status with the IRS and operating in Contra Costa County. Governmental agencies are not eligible to apply for this RFP.

Qualified Bidders must attest to their qualifications on **Form #2, Statement of Qualifications** (see **Section 9. REQUIRED FORMS**). They must also demonstrate experience in implementing programs/projects, and/or networks focused on the needs of immigrant communities in Contra Costa County, in providing backbone functions for a collective impact initiative, and in fostering belonging and community connectedness.

By applying, a Bidder agrees to be bound by all the terms and conditions of the County’s standard contract and the special conditions outlined in this RFP if selected. The proposal submitted by the successful Bidder shall become part of the contract service plan, unless negotiated, amended, or modified by the County. Two (2) authorized representatives of the successful Bidder shall be required to sign the Standard County Contract.

3.3 Estimated Funding and Contract Period

Funding consists of 70% County General funds and 30% Measure X funds. This funding can be used in conjunction with other funding.

- Total funding available: \$4,719,825. The following shows the anticipated amounts broken down by Fiscal Year:



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- *FY 2025-2026*: \$655,531.25 for February 1, 2026, to June 30, 2026 (5 months)
- *FY 2026-2027*: \$1,573,275.00 for July 1, 2026, to June 30, 2027 (12 months)
- *FY 2027-2028*: \$1,573,275.00 for July 1, 2027, to June 30, 2028 (12 months)
- *FY 2028-2029*: \$917,743.75 for July 1, 2028, to January 31, 2029 (7 months)

The anticipated contracting period is from February 1, 2026, to January 31, 2029 (36 months), for up to a total of \$4,719,825. This funding can be used in conjunction with other funding. Any unused funds will be returned to the County at the end of the contract period.

The Contractor will be paid through a fee for service budget schedule subject to changes at the discretion of the Alliance during contract negotiations. Upon bid award and contract execution, the Contractor must issue a monthly invoice specifying the services/activities provided and related flat fee(s).

3.4 Questions about RFP

Potential Bidders may pose questions about the RFP process or content by submitting questions to EHSD.

Questions about RFP content must be submitted via email to contractbid@ehsd.cccounty.us by the "RFP Questions due to EHSD" date referenced in Section 2, RFP 1228 Timeline. All questions submitted in accordance with the schedule will be answered with responses posted on the EHSD website under this RFP at <https://ehsd.org/overview/contracting-opportunities/>.

Upon conclusion of the "RFP Questions due to EHSD" date referenced in Section 2, RFP Timeline, only RFP process related questions will be accepted and can be sent via email to contractbid@ehsd.cccounty.us. All emails should include "RFP 1228" in the subject line.

3.5 Ex Parte Communication

EHSD will enforce the prohibition on *ex parte* communication during this RFP process. The *ex parte* communication restricts RFP bidders from contacting members of the EHSD Staff directly to provide information regarding this RFP to any bidder.

3.6 Right to Amend or Cancel

EHSD reserves the right to delay, amend, or cancel all or any part of this RFP at any time without prior notice. EHSD also reserves the right to modify the RFP process and timeline as is deemed necessary. This RFP does not commit EHSD to accept any proposal, nor is EHSD responsible for any costs incurred by Bidders in the preparation of responses to this RFP.

EHSD reserves the right to reject any or all proposals, to accept or reject any or all items in the proposal, and to award contracts in whole or in part as is deemed to be in the best interest of EHSD.



3.7 Restriction and Disclosure

Any information deemed confidential or proprietary by the Bidder must be clearly marked and identified by the Bidder as such and include an explanation of why such information is exempt from disclosure under applicable law. Such clearly marked and identified confidential or proprietary information will be protected and treated with confidentiality only to the extent permitted by law. Information not protected from disclosure by law will be considered a public record.

Proposals will be received, maintained, and may be disclosed to the public consistent with the California Public Records Act and the Freedom of Information Act. Proposals will be exempt from disclosure until the evaluation and selection process has been completed. Bidders should be aware that EHSD is required by law to make its records available for public inspection and copying, with certain exceptions (see California Public Records Act, California Government Code Section 6250 et seq. and the Freedom of Information Act - 5 U.S.C. Sec. 552).

EHSD will not notify Bidder of requests for release of information or that EHSD released data unless EHSD receives a request for information previously marked and identified by Bidder as confidential or proprietary. If EHSD receives a request for release of such previously marked and identified confidential or proprietary information, EHSD will notify Bidder of such request to allow Bidder to challenge such request consistent with applicable law.



SECTION 4: PROGRAM/PROJECT DESCRIPTION

4.1 General Information about the Alliance to End Abuse

In 2001, the Contra Costa County Board of Supervisors launched the “Zero Tolerance for Domestic Violence Initiative,” the first public-private partnership in California aimed at eradicating domestic violence. Now part of the Employment and Human Services Department, this initiative was renamed the Alliance to End Abuse (Alliance) in 2016 to reflect the broadening of its scope of work to include additional forms of interpersonal violence.

In 2020, the Alliance published “[Contra Costa County’s Call to Action: Preventing Interpersonal Violence](#),” a framework grounded in the public health approach to violence prevention for coordinated and strategic action to end the epidemic of interpersonal violence. The Call to Action seeks to address the root causes of interpersonal violence through four workable strategies, including: 1) building a sustainable infrastructure, 2) fostering early childhood development, 3) encouraging community connectedness, and 4) improving economic opportunity and stability.

The Alliance works to bring forth systems change to interrupt and eradicate interpersonal violence in the County through collaborative, coordinated, and integrated services, supports, interventions, and prevention activities.

4.2 Background on Measure X

Measure X is a countywide 20-year, ½ cent sales tax approved by Contra Costa County voters on November 3, 2020. Collection of the tax began on April 1, 2021. The ballot measure language stated that the intent of Measure X is “to keep Contra Costa’s regional hospital open and staffed; fund community health centers, emergency response; support crucial safety-net services; invest in early childhood services; protect vulnerable populations; and for other essential county services.” See [Measure X | Contra Costa County, CA Official Website](#).

4.3 Background for the Services and Access For Everyone (SAFE) Center

On January 28, 2025, the Board of Supervisors (BOS) received significant public comment supporting the establishment of an immigrant services center. The BOS acknowledged that 27% of Contra Costa residents are foreign-born, received testimony about the rising fear in the immigrant community since 2016, and heard about the effects of the U.S. Immigration Court moving into Concord in February 2024. Supervisor Ken Carlson took the lead on this issue.

During the April 28-29, 2025, BOS’ budget hearings, Supervisor Carlson asked for funding for the SAFE Center highlighting the critical need for comprehensive services for immigrants in Contra Costa County. On May 20, 2025, the BOS unanimously approved a one-time allocation of Measure X funds and General Funds for the planning, development, and operation of the SAFE Center, over three years, starting in Fiscal Year 2025-2026.



4.4 Purpose and Scope of Work

A Contractor is a successful Bidder. The purpose of this RFP is to identify and fund one (1) Contractor to develop, set up, and operate the SAFE Center in Contra Costa County. The SAFE Center will provide backbone functions needed for the effective and sustainable delivery of resources for immigrants in Contra Costa County by building shared vision, supporting and coordinating aligned activities, building public will, advancing policy, and mobilizing funding. The SAFE Center will coordinate and facilitate access to services in nine (9) areas of focus: legal services, school and education, healthcare, financial services, safety net, economic opportunities, social connections, civic engagement, and cultural celebrations. The SAFE Center will also create opportunities to foster belonging and increase community connectedness in Contra Costa County.

4.5 Minimum Qualifications

See also Section 3.2, Qualified Bidders. Eligible Bidders are non-profit agencies having 501(c)(3) status with the IRS and operating in Contra Costa County. To qualify, a Bidder must demonstrate the skills, experience, and capacity to implement and achieve the proposed project's goal(s), objective(s), and services/activities. The Bidder must also demonstrate experience in implementing programs/projects, and/or networks focused on the needs of immigrant communities in Contra Costa County, in providing backbone functions for a collective impact initiative, and in fostering belonging and community connectedness.

By submitting a proposal, a Bidder agrees to be bound by all the terms and conditions of the County's standard contract **if selected**. The proposal submitted by the successful Bidder shall become part of the contract service plan, unless negotiated, amended, or modified by the County. Two (2) authorized representatives of the successful Bidder shall be required to sign the Standard County Contract.

An organization may only submit one (1) proposal for this RFP.

4.6 Project Monitoring and Evaluation

On behalf of EHSD, the Alliance will actively monitor the SAFE Center project and related services/activities provided by the agency awarded a contract through this RFP. At a minimum, the Contractor will be expected to:

1. Perform all services/activities without material deviation from an agreed-upon Service Plan, which includes project goals, metrics, deliverables (services/activities), and performance outcomes;
2. Maintain up-to-date and accurate records of services provided/activities accomplished and management controls, document compliance with the Service Plan, complete any forms furnished by and submit reports to the Alliance as requested, including any required State data collection forms if applicable;



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3. Cooperate with the collection of fiscal, administrative, and service data as requested by the Alliance, which may require active collaboration and cooperation with other agencies providing similar services;
4. Utilize web-based database and data reporting tools (minimum Excel format), as required by the Alliance, to input service activities and other project related tasks and deliverables;
5. Participate in fiscal monitoring which may include review of agency budget, cost allocation plan and procedures, audited financial statements, fiscal policy manual, supporting documentation for selected invoices, and any other related fiscal data that County may request;
6. Complete and submit monthly, quarterly, mid-year, and/or annual (year-end) summary of projects and related services provided/activities accomplished and other information as requested by the Alliance;
7. Attend all mandatory meetings, trainings, and workshops as outlined in the awarded Contract Service Plan;
8. Adhere to the Alliance's confidentiality policies as outlined in the awarded Contract Service Plan; and
9. Submit to the Alliance monthly information for ongoing project monitoring, which may include, but is not limited to, the following units:
 - a. Number of clients served.
 - b. Number of collaborative meetings held.
 - c. Number of outreach events attended.
 - d. Number of residents reached.
 - e. Qualitative data and anecdotes from projects.
 - f. Fiscal and project reports.



SECTION 5: REQUIRED PROPOSAL FORMAT

The Bidder requirements in this section are mandatory. The RFP provides information regarding the format in which proposals should be submitted, the requirements that must be met to be eligible for consideration, the Bidder's responsibilities, and the documents that must be included. Failure to comply with the required proposal format may deem a proposal as nonresponsive. Contra Costa County reserves the right to waive any nonmaterial variation.

5.1 General Submittal Requirements

Electronic Submission – RFP Proposal Submissions are accepted via **EHSD.org website only** at <https://ehsd/overview/contracting-opportunities/>.

Submissions **must be separated into two (2) files**, first file for the agency's Proposal and the second file for the agency's Financial documents. **DO NOT SUBMIT MULTIPLE PDFs IN EACH OF THE TWO (2) FILES.** Each file will consist of one (1) PDF of the submission documents in the order as indicated in the Proposal Checklist.

- **File #1:** Save as "RFP 1228-Agency Name-Proposal". This file must contain agency proposal and all required attachments as specified in the RFP and must be signed by officials authorized to bind the Bidder to the provisions of the RFP.
- **File #2:** Save as "RFP1228-Agency Name-Financials". This file must contain all required financial documents as specified in the RFP.

Once the files have been uploaded, please select the "Submit Bid" button at the bottom of the proposal announcement page. Complete the required fields on each screen and upload the two files when prompted to do so. Once you hit "Submit Bid", a notification will be emailed to you confirming that your bid has been received. The email will be sent to the address provided during the submission process. **DO NOT** email files to contractbid@ehsd.org.

To ensure EHSD has received proper notification of your RFP submission, you must call (925) 957-5645 and follow the instructions provided after you submit your proposal.

Any Proposal submitted to EHSD.org after the deadline will be rejected. Mail-in, hand-delivery, fax, or email submissions are not acceptable.

A proposal and required attachments must be submitted as specified and must be signed by officials authorized to bind the Bidder to the provisions of the RFP.

A proposal may be withdrawn in person by a bidder's authorized representative prior to **12:00 p.m. on the submission due date**. If withdrawing a proposal, the bidder's authorized representative must provide appropriate identification (i.e. driver's license) and sign a receipt attesting to withdrawal of the proposal.



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Proposals must be clear and include all requested information and documentation in the order in which they appear on the Proposal Checklist. The proposal must set forth accurate and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may not be considered for contract award. Falsification of any information may result in disqualification.

Proposals received are considered the property of EHSD and will not be returned.

All costs of proposal preparation shall be borne by the Bidder. EHSD shall not be liable for any pre-contractual expenses incurred by Bidders in the preparation and/or submission of their proposals. Proposals shall not include any such expenses as part of their proposed budgets.

The submissions deadline is Friday, November 14, 2025, at 5:00 PM PST.

The County reserves the right to reject any proposal and negotiate any terms as best serves the County. All proposals become the property of the County, without obligation to the Bidder.

The RFP process may be cancelled at any time without written notice.

5.2 Formatting Requirements

Submissions in response to this RFP must be in the form of a proposal package containing the complete proposal and all the required supporting information, documentation, and attachments.

EHSD supports electronic submission of proposals as previously explained. Each Bidder must submit **one proposal package with all attachments** included, unless otherwise noted.

All narrative materials are to be single-spaced, 8 1/2" X 11" page size, with no less than 1" margins on each side of the page. Bidders must use an easily readable typeface no less than size 11-point font for their proposals.

The total proposal should not exceed twenty (20) pages excluding cover statement, table of contents, program fee/budget schedule, budget narrative, required fiscal attachments and addendums.

Proposals should be without expansive artwork, unusual printing, or other materials not requested or essential to the utility and clarity of the proposal. Italics, bold, and underline, graphs, tables, charts, and logic models are permissible. Information on evaluation criteria and weight factors is included in this RFP packet.

All pages should be numbered consecutively with each section identified by an appropriate number.



5.3 Required Documents

Required forms as reflected in the Proposal Checklist and included in this RFP must be completed fully and incorporated into the submitted proposal package.

All information and forms included in the proposal package must be presented in the order outlined in the Proposal Submission Checklist and numbered sequentially (excluding the Fiscal Attachments). Electronic templates are posted on the EHSD website under this RFP at <https://ehsd.org/overview/contracting-opportunities/>.

5.4 Proposal Outline

Assemble and arrange each proposal in the order reflected on the Proposal Submission Checklist and address the required content/questions. **The order in which items are presented is important**, as proposal reviewers will follow this order in looking for specific areas to evaluate. Refer to proposal evaluation criteria to assure adherence and responsiveness to scoring requirements.

5.4.1 Proposal Cover Statement (Form #1)

This must be the first page of every proposal. The Proposal Cover Statement (**Form #1**) with original signatures of the Bidder's Board of Directors' President and Executive Director must be attached to the original proposal and must precede the narrative. Do not place anything in front of this page.

5.4.2 Table of Contents

Each proposal must include a Table of Contents that clearly identifies each section of the proposal. The Proposal Checklist may serve as the Table of Contents with the addition of proposal page numbers. The Proposal Checklist is included as Section 8 of this RFP. The Proposal Checklist identifies all narratives and forms that must be submitted with the proposal. This sequence must be followed in assembling the completed proposal.

5.4.3 Project Proposal Narrative (maximum of twenty (20) pages)

The total proposal narrative should not exceed a maximum of **twenty (20) pages** excluding the Proposal Cover Statement, Proposal Checklist/Table of Contents, resumes, required fiscal attachments and addendums, and Budget and Financial Information.

5.4.3.1 Agency Overview, Qualifications, and Organizational Capacity (6 pages max., 29 possible points)

1. Describe the organization's governance, history, mission, purpose, and programs/services in Contra Costa County. Include as an Addendum to the proposal a list of the organization's Board of Directors (**FORM #3**), the agency's IRS tax exempt



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letter documenting 501(c)(3) status. Also include a job description and/or resume of the agency's Executive Director, Chief Executive Officer, or of the most senior leadership.

2. Provide a summary of the organization's knowledge of or experience in implementing programs, projects, and/or networks focused on the needs of the immigrant communities in Contra Costa County. You may highlight the experience of the organization's leadership and staff in response to this question.
3. Describe the organization's experience in or approach to providing backbone functions for a collective impact initiative, e.g., extensive understanding of the Family Justice Center model as implemented in Contra Costa County. Identify and explain the role of project partners. You may highlight the experience of the organization's leadership and staff in response to this question.
4. Describe the organization's experience in or approach to fostering belonging and generating community connectedness in Contra Costa County. You may highlight the experience of the organization's leadership and staff in response to this question.

5.4.3.2 Project Design, Implementation, and Oversight
(12 pages max., 65 possible points)

1. Paying attention to the nine (9) areas of focus specified in Section 4.3, identify the overall **goal(s)** in developing, setting up, and operating the SAFE Center and specific measurable outcome-based **objectives** with a proposed **timeline** to fulfill the project goal(s). Describe the **activities** to be undertaken to implement the project goal(s) and objective(s), including providing quarterly progress reports with quantitative and qualitative data.
2. Describe how the organization will evaluate the SAFE Center's impact and outcomes to address these barriers. Identify the ways the organization will measure its performance in reaching the overall goal(s) and objectives and the methods for collecting the information. Identify the metrics information the organization will use to continuously improve the quality of the SAFE Center. You may include a logic model as part of your response.
3. Include a realistic plan for making the SAFE Center self-sustainable within a maximum of three (3) years of funding. The funding source does not need to be secured but should be identified as much as possible. Do explain the plan for securing funding and/or what processes are in place to sustain the project beyond the life of this funding.

5.4.3.3 Project Administration
(2 pages max., 6 possible points)



1. Describe the direct and indirect staff that will operate and support the SAFE Center (e.g., full time equivalencies, responsibilities, experience, licenses, etc.). Include **an Addendum** containing the job descriptions and/or resumes of the Executive Director and Key Program and Fiscal Staff, and an organizational chart illustrating how the proposed project(s) and related services/activities connect with other agency projects and programs.

5.4.4 Fiscal Management Documentation, Narrative, and Budget

Provide a brief description of the accounting system and internal controls. Include the following as appropriate:

1. Overall system (accrual, double-entry, automated or manual)
2. Timekeeping system
3. Inventory system
4. Payroll system
5. Cost allocation plan and methodology
6. Ledger system for receivables, payables, expenses, disbursements, petty cash
7. Any other internal management and control systems.

Explain how the agency's fiscal system is administered and by whom. Include responsibilities of Board of Directors, Executive Director and staff in fiscal management. Describe experience and qualifications of fiscal staff.

Complete and attach **Form #3, Board of Directors** as an Addendum as referenced in the Proposal Submission Checklist in Section 8. Discuss any additional sources of income that have been or will be added to support the proposed project.

Describe how the agency will plan for the long-term sustainability of the proposed project.

Describe fiscal procedures and policies or attach a manual of fiscal procedures and policies in the "**Fiscal Attachments**" section referenced in the Proposal Checklist.

Submit one (1) copy of current Agency Operating Budget with revenues and expenses indicated.

5.4.4.1 Project Budget and Budget Narrative

Complete and attach **Form #4, Budget Template (Fee For Service)**, showing the amount and purpose of the requested funds, as well as the other available resources, if any, to the agency to support the proposed project for a 36-month period. Budgets should reflect common business practices and be adequate to ensure the success of the proposed project. **Check calculations.**



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The Fee for Service budget should be completed so that the “Services Provided” line item shows all services/activities full compensation for services, work, expenses or costs provided or incurred by Contractor. The Fee for Service budget should be inclusive of all direct and indirect program expenses (e.g., staffing and fringe costs, materials and supplies, reporting costs, payroll processing, fund development, insurance, other administrative costs, etc.) Please attach a separate Word document titled “Budget Narrative” to justify how the rate/fee for each service was calculated. See Appendix 10.3 for a sample budget narrative.

5.4.5 Attachments

See Proposal Checklist in Section 8 for a complete list of Attachments. See also Section 9 for required forms.

5.4.6 Fiscal Attachments

Submit one (1) copy of the agency’s most recent audit including any applicable corrective action plans, in the “**Fiscal Attachments**” section referenced in the Proposal Checklist.

A review or compilation of the financial statements prepared by a CPA may be submitted in lieu of an audit/audited financial statements if the latter are not available. A copy of the latest filed tax return must be submitted if a review or compilation is not available.

Bidders who currently **do not** have audited financial statements must provide a certified letter stating that a financial statement audit will be performed during the period of performance should the Bidder be awarded the contract. A sample certified letter can be found in Appendix 10.4.

See Section 8: Proposal Checklist for complete list of Fiscal Attachments.



SECTION 6: EVALUATION PROCESS AND CONTRACT AWARD

6.1 Evaluation Process

Each proposal is subject to a three (3) stage evaluation process to determine responsiveness to the RFP requirements: Compliance Review, Fiscal Review, and Division Committee Review. Proposals will be stored in a designated secure location to ensure confidentiality. No proposals will be opened until after the submission deadline identified in the RFP.

The proposal evaluation stages are as follows:

6.2 Compliance Review

Compliance Review is a **Pass/Fail** evaluation. Contracts Unit staff will review submitted proposals for completeness and technical compliance with the terms and conditions of the RFP. All proposals should adhere to the required format and, to be competitive, should include all the requested information, all sections awarding points, completed forms, and attachments. Proposals that do not follow the formatting requirements found in section 5: Required Proposal Format will be determined nonresponsive and will not be considered for contract award/funding.

Minor irregularities in submissions may be waived. All proposals deemed responsive will be referred to EHSD fiscal staff.

6.3 Fiscal Review

Proposals that pass the Compliance Review, as referenced above, will be submitted for review by EHSD Fiscal staff. Proposals must receive a fiscal review evaluation score of at least **seventy percent (70%)** of the total available 100 points; if not, it will be eliminated from further review.

Proposals that do not provide the required audit, financial statements, or certified letter as outlined in Section 5: Required Proposal Format, will be determined non-responsive and will not be considered for funding.

Points will be awarded based on the agency's demonstration of:

- Agency solvency;
- Adequate agency accounting systems and internal controls;
- Ability to administer financial system(s); and
- Compliance with budget specifications.

EHSD Fiscal staff will examine the required audit or audited financial statement, or if those are not available, the review or compilation of financial statements prepared by a CPA and the certified letter stating that a financial statement audit will be performed during the period of performance should the Bidder be awarded the contract, included with each proposal. The audit or audited financial statement must be the most recent and complete available. The proposal



with financial statements will be forwarded to the EHSD Fiscal Department for review and evaluation.

EHSD reserves the right to reject any proposal submitted. EHSD will remove any excess pages from proposals exceeding the stated limits before the proposals are distributed for further evaluation.

6.4 Division Committee Review

RFP Proposals that successfully complete the Contracts Compliance Review and the Fiscal Review (referenced above) will be submitted for Division Committee Review. The RFP Division Review Committee may be comprised of Employment and Human Services Department staff, community-based organizations staff, private for-profit corporation staff, public sector representatives, technical experts, and/or community members not applying for the funding. The Division Committee will review all proposals then evaluate and score all service and budget elements per the Scoring Methodology/Rating Sheet and program service delivery requirements included in this RFP.

EHSD and the RFP Division Review Committee may make on-site visits and use other information available before making final recommendations.

Members of the Division Review Committee will be required to sign an impartiality statement.

6.5 Scoring Methodology

Project elements will be weighted as follows with a maximum score of 100 points using the following criteria. **Proposals that do not attain an average of seventy (70) points from the Division Review Committee are unlikely to be eligible for further consideration for funding.**

RFP Scoring Methodology/Rating Sheet	Available Points
Agency Overview, Qualification, and Organizational Capacity	29
Describes the organization’s governance, history, mission, purpose, and programs/services in Contra Costa County. The organization’s IRS tax exempt letter documenting 501(c)(3) status and a job description and/or resume of the agency’s Executive Director, Chief Executive Officer, or of the most senior leadership are included.	4
Summarizes the organization’s knowledge of and/or experience in implementing programs, projects, and/or networks focused on the needs of the immigrant communities in Contra Costa County. This may include the experience of the organization’s leadership and staff.	10
Describes the organization’s experience in or approach to providing backbone functions for a collective impact initiative, e.g., extensive understanding of the Family Justice Center model as implemented in	10



Contra Costa County. Identifies and explains the role of project partners. This may include the experience of the organization’s leadership and staff.	
Describes the organization’s experience in and/or approach to fostering belonging and generating community connectedness in Contra Costa County. This may include the experience of the organization’s leadership and staff.	5
Project Design, Implementation, and Oversight	65
Identifies the overall goal(s) in developing, setting up, and operating the SAFE Center and specific measurable outcome-based objectives with a proposed timeline to fulfill the project goal(s) paying attention to the nine (9) areas of focus specified in Section 4.3. Describes the activities to be undertaken to implement the project goal(s) and objectives, including providing quarterly progress reports with quantitative and qualitative data.	30
Describes how the organization will evaluate the SAFE Center’s impact and outcomes. Identifies the ways the organization will measure its performance in reaching the overall goal(s) and objectives and the methods for collecting the information. Identifies the metrics information the organization will use to continuously improve the quality of the SAFE Center. A logic model is allowed to be included as part of the response.	30
Includes a realistic plan for making the SAFE Center self-sustainable within a maximum of (3) years of funding. Explains the plan for securing funding and/or the processes in place to sustain the project beyond the life of this funding. The funding source does not have to be currently identified.	5
Project Administration	6
Describes the direct and indirect staff that will operate and support the project (e.g., full time equivalencies, responsibilities, experience, licenses, etc.). Includes an Addendum containing the job descriptions and/or resumes of the Executive Director and Key Program and Fiscal Staff, and an organizational chart illustrating how the proposed project(s) and related services/activities connect with other agency projects and programs.	6
Total available points	100

6.6 Appeals Process

Only Bidders submitting a proposal in accordance with this RFP shall have an opportunity to appeal the funding decision of EHSD. **Proposals disqualified for not meeting the deadline for submission are not eligible for appeal.**

All Bidders will receive a written and emailed notification from EHSD informing them of the funding decisions. If a Bidder wishes to appeal the selection or award decision, the Bidder must submit a written appeal request.



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All written letters of appeal must state the following:

- The issue(s) appealed;
- How the alleged issue detrimentally affects the appellant; and,
- The rectification sought by the appellant.

An appeal will only be considered valid if there has been a violation of one of the following criteria:

- The procurement process as outlined by the RFP was violated in some manner; and/or
- Federal, state, and/or EHSD procurement guidelines have been violated.

An appeal would not be allowed to contest individual scores, the rating system, or dissatisfaction with the evaluation results unless there is a violation of the process as outlined above.

Letters of appeal must be sent to:

**EHSD Director
40 Douglas Drive
Martinez, CA 94553**

or via email to: contractbid@ehsd.cccounty.us

Letters of appeal must be sent and received no later than 5:00 p.m. by the tenth (10) business day from the date email is sent of the award status. The appeal will be conducted in accordance with the EHSD process.

Notification of a final decision on an appeal shall be made in writing to the Bidder.

Appeals unresolved by the initial appeal process may be pursued with the Contra Costa County Board of Supervisors.

6.7 Contract Award and Negotiations

The successful Bidder will be expected to promptly enter contract negotiation with EHSD. This may result in mutually agreed upon changes in plans or activities identified in the proposal. As a result of this negotiation, the actual contract may include other agreements and clarifications of activities, consistent with the intent of this RFP.

Services will begin upon the signing of a contract according to a mutually agreed upon start-up schedule. The County is not liable for any cost incurred by the Contractor prior to the effective date of any contract.

The selected Contractor will be responsible for all services offered in their RFP proposal, whether the Contractor performs them directly or through sub-Contractors.



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EHSD will actively monitor service implementation and delivery and provide contract monitoring. Any material breach of contract requirements will constitute grounds for terminating the contract.

The contracting agency receiving funding awarded under this RFP will be responsible for adhering to the then current and applicable County health orders and associated policies.

EHSD will actively monitor service implementation and delivery and provide contract monitoring. Any material breach of contract requirements will constitute grounds for terminating the contract.

6.8 Contract Terms and Litigation Warranty

EHSD will negotiate contract terms and agreements with the successful Bidder. Satisfactory performance and delivery of services are conditions of contract renewal. The initial anticipated contract period is from February 1, 2026, to January 31, 2029 (36 months). Any unused funds will be returned to the County at the end of the contract period.

By submitting a proposal, Bidders warrant that they are not currently involved in litigation or arbitration concerning their performance as it relates to the same or similar services to be supplied pursuant to the referenced contract and that no judgments or awards have been made against the Bidder based on their performance in supplying the same or similar services, unless such fact is disclosed to EHSD in the proposal. Disclosure will not automatically disqualify the Bidder; however, EHSD reserves the right to evaluate proposal(s) based on facts surrounding such litigation or arbitration. These will be reviewed and decided upon at the discretion of EHSD.



SECTION 7: CONTRACTING REQUIREMENTS

7.1 County Contract Requirements

Upon acceptance of a proposal, the successful Bidder will enter a standard County contract that specifies:

Parties to the Contract

Effective Dates Legal Type

Signatories to the Contract

Service Specifications and Provisions for Reporting, Monitoring, and Evaluation

Fiscal Provisions Method of payment to contractor

Provisions for audit

General Conditions Contractor must comply with standard County Contract General Conditions included in this RFP in Appendix 10.1.

Special Conditions, Contractor must also comply with the Special Conditions included in this RFP in Appendix 10.2.

7.2 Additional Requirements

As applicable, Contractor must submit the required audit as specified in Appendix 10.1, General Conditions, Paragraph 27. Required Audit.

- If a consortium of agencies is submitting a proposal, a lead agency must be responsible for overseeing and monitoring its partners. The lead agency must act as the cognizant fiscal agent for the other partners. Partners must have similar budget requests for similar items. All other service providers requesting funding under the proposal will be required to subcontract with the lead agency.
- All equipment requests will be evaluated for their necessity and reasonableness in carrying out the program. All equipment requests must explain in detail how the equipment will be used in the performance of services.
- Budgets submitted in response to the RFP will be negotiated on a line-item basis. Line items will be examined for reasonableness and necessity in providing services.



7.3 Type of Contract

The contract will be on a reimbursement basis with monthly billing required. Contractor is required to provide detailed fee for service budgets. All costs reported on monthly and final cost statements shall be supported by appropriate accounting documentation.

7.4 Discrimination and Confidentiality

Discrimination: A Contractor awarded funds under this RFP shall not discriminate against any employee or applicant for employment because of race, sex, gender, age, religion, creed, national origin, ancestry, color, ethnic group identification, gender identity, gender expression, disability (mental or physical), political affiliation, sexual orientation, marital status, medical condition (including pregnancy, childbirth, breastfeeding or related medical conditions), or genetic information. This includes, but is not limited to the following: employment, upgrading or promotion, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or form of compensation, and selection for training, including apprenticeship. The Contractor shall not, in connection with the employment, advancement, or discharge of employees, discriminate against them because of their age, except upon the basis of a bona fide occupational requirement or retirement plan, or statutory regulation.

Confidentiality: Contractor shall use any client information provided by EHSD or by the client, only for the purpose of administering the program. The improper use or disclosure of confidential case information for any other purpose is a misdemeanor under California Welfare & Institutions Code Section 10850. Contractor shall inform all of their employees of the requirements concerning Confidentiality in the handling of client information. EHSD may take further steps to ensure Contractor's awareness of the provisions of California Welfare and Institutions Code Section 10850 and may require that Contractor have employees sign acknowledgment of their understanding of said statute and its provisions.

Any Contractor awarded funds under this RFP must maintain all information gathered pertaining to program clients in a secure environment to ensure the client's right to confidentiality. The Contractor will not release such information to any Third Party who is not directly responsible for management of the client's services, without the prior written consent of the client.

7.5 Monitoring, Reporting and Record Keeping

Monitoring: County, state, or federal staff may conduct routine monitoring of all programs. Representatives of EHSD, the State of California, Department of Health and Human Services or Contractors of these units of government, and others who have a direct concern in administration of this funding may visit the Contractor selected for this program at any time. All agency records must be available for inspection. All areas of the project will be subject to examination, which may include, but not be limited to, inspection of clients' case files, attendance records, and financial and bookkeeping records. Clients may be interviewed to verify eligibility, ensure required procedures are being followed, and to ensure provision of adequate services as prescribed by contract. In addition, monitoring may include interviews with employers,



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supervisors, instructors, and staff of agencies partnering with the Contractor to ensure provision of agreed-upon services. If contract requirements are not met, termination of contract may be considered after all other corrective action fails to improve grantee's compliance with contract requirements or performance goals. EHSD will conduct financial monitoring reviews of all sub-recipients.

Reporting: Contractor awarded funds under this RFP shall be responsible for submitting accurate management information reports and forms on time and in the manner prescribed by the EHSD and will coordinate with the EHSD designated staff. Contractor will ensure that fiscal claims are submitted in their entirety and the manner prescribed by the EHSD Fiscal Officer. Contractor shall receive reimbursement for costs by submitting monthly cost statements together with a request for payment by the tenth day of the following month.

Contractor will be required to provide additional reports as designated in Section 4 Program Description and agreed upon in the resulting contract.

Record Keeping: Contractor will be expected to maintain complete up-to-date and accurate records and management controls. Complete any required State data collection forms as supplied by EHSD. Maintain adequate records of service provision to document compliance with service plan and information on the performance outcomes stated in this RFP.

Contractor will be expected to maintain complete fiscal and accounting records, including, but not limited to, backup documentation to the contract budget, and demonstration of acceptable accounting methods to disburse costs.



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SECTION 8: PROPOSAL CHECKLIST

All items listed below shall be completed and included in submittal package at time of submission to County as per the RFP. This list is intended to assist responding organizations. It is the sole responsibility of each Bidder to ensure that their proposal conforms to the requirements of the RFP. Forms are provided in Section 9. The Proposal Checklist may be used as a Table of Contents if it includes the relevant proposal page numbers for each section listed on the form.

Proposal File [File #1]

- Proposal Cover Statement (*Form #1*)**
- Table of Contents**
- Project Proposal Narrative**
 - Agency Overview, Qualifications, and Organizational Capacity
 - Project Design, Implementation, and Oversight
 - Project Administration
- Attachments**
 - Statement of Qualifications (*Form #2* with original signatures must accompany original proposal), completed and signed by Agency Executive Director and President of Agency's Board of Directors.**
 - Organizational Chart**
 - Job Descriptions and/or Resumes of Executive Director and Key Program and Fiscal Staff.**

Fiscal File [File #2]

- Fiscal Management Narrative**
- Board of Directors Form (*Form #3*)**
- Project Budget and Budget Narrative**
 - Budget Template (Fee for Service) (*Form #4*)**
 - Budget Narrative** as a separate Word document.
- Fiscal Attachments**
 - 1 copy of Bidder's IRS 501(c)(3) determination letter attached to original proposal copy.**



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- 1** copy of Bidder's manual of fiscal procedures and policies, if available, attached to original proposal copy (reference Section 5.4).
- If audit/audited financial statements are available, **1** copy of Bidder's last audited financial statement attached to original proposal copy.
- If audit/audited financial statements are not available:
 - 1** copy of review or compilation of Bidder's financial statements prepared by a CPA, and
 - A Certified Letter of commitment for Future Financial Statement Audit signed by the organization's authorized representative of designee (reference Appendix 10.4 for a sample certified letter).
- 1** copy of current Agency Budget with revenues and expenses indicated.



SECTION 9: REQUIRED FORMS

All forms must be completed and attached to submitted proposals

<u>Form #</u>	<u>Form Title</u>
9.1 #1	Proposal Cover Statement
9.2 #2	Statement of Qualifications
9.3 #3	Board of Directors
9.4 #4	Budget Template (Fee For Service)



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9.1 FORM #1: Proposal Cover Statement

This form must accompany the proposal package when submitted. Only one copy with original signatures is required. Mark "N/A" if any of the fields are not applicable.

PROPOSAL COVER STATEMENT – RFP 1228	
BIDDER ORGANIZATION NAME	
ADDRESS	Bidder Phone
	Bidder Fax
	Web Address
CONTACT PERSON	Contact Phone
	Contact E-mail
	Contact Fax
ADDRESS OF PROJECT (if different than above)	
PROJECT TITLE: SAFE Center	
COLLABORATIVE PARTNERS/SUBCONTRACTORS (If applicable)	
AMOUNT OF FUNDING REQUEST	
TOTAL AMOUNT REQUESTED	\$ _____
FEDERAL EMPLOYER NUMBER	501(C)(3) EXEMPTION _____
AGENCY PRIOR YEAR NET OPERATING BUDGET	\$ _____
AUTHORIZATION	
<p><i>We submit the attached response to the Notice of Request for Proposal No. 1228 dated _____ and all attachments and declare that: If this Response is accepted by the Board of Supervisors of Contra Costa County, I will enter into a standard contract with Contra Costa County to provide all work specified herein at the costs, which I have proposed, or in accordance with modifications required by Contra Costa County. Funds obtained through this contract will not be used to supplant or augment funding for other programs operated by the Bidder/Contractor unless stipulated within the proposal and accepted by the County.</i></p>	
AUTHORIZED REPRESENTATIVES: (two signatures required)	
Name: _____	Title: Executive Director
Signature: _____	Date: _____
Name: _____	Title: Board President
Signature: _____	Date: _____



9.2 FORM #2: Statement of Qualifications

1. List any licenses or certifications held by the agency, with expiration dates.

2. a) Who administers the agency's fiscal system?
Name: _____
Phone: _____
Title: _____
Work Schedule: _____
- b) What CPA firm prepares the agency's annual audit?
Name: _____
Phone: _____
Address _____
3. Number of years Bidder operated under the present business name. List related prior business names, if any and timeframe for each.
4. Number of years Bidder has provided the services described in this proposal or related services.
5. Has Bidder failed or refused to complete any contract? Yes _____ No _____
If yes, briefly explain.
6. Is there any past, present or pending litigation in connection with contracts for services involving the Bidder or any principal officer of the agency? Yes _____ No _____
If yes, briefly explain.
7. Does Bidder have a controlling interest in any other firm(s)? Yes _____ No _____
8. Does Bidder have commitments or potential commitments that may impact assets, lines of credit or otherwise affect agency's ability to fulfill this RFP? Yes _____ No _____
If yes, specify below.
9. Supply names, addresses and phone numbers of two references, one each in the areas of financial/administrative management and social service delivery to substantiate experience and qualifications.



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FORM #2, Continued

Bidder attests, under penalty of perjury, that all information provided herein is complete and accurate. Bidder agrees to provide to County other information the County may request as necessary for an accurate determination of Bidder's qualifications to perform proposed services.

Signature

Date

Printed Name and Title (Executive Director)

Signature

Date

Printed Name and Title (Board President)

Note: When more than one agency will collaborate in providing services(s), above signatures are required of only the lead agency. Lead agency will certify that each member of the agency consortium will meet service and fiscal requirements.



9.3 FORM #3: Board of Directors

1. Number of Board members required by agency's bylaws: _____
2. Number of members on current Board: _____
3. When and how often does the Board meet: _____
3. List current Board members below (or attach Board List in this format):

Member Name	Address	Occupation/ Affiliation	Board Position	# Years on Board

5. Describe key roles and responsibilities of the Board: _____



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9.4 FORM #4: Budget Template (Fee for Service)

BUDGET TEMPLATE (Fee for Service)				
Fiscal Year:		FY 2025/2026; FY 2026/2027; FY 2027/2028; FY 2028/2029		
Contractor:		AGENCY/ORGANIZATION NAME		
RFI / RFP Number:		XX		
Period From:		2/1/2026	Period To:	1/31/2029
Total Budget:		4,719,825.00		
Services Provided	Rate/Fee	Units/Basis (describe)	Number of Units	Total Budget
<i>Example: Operating the SAFE Center 36 months</i>	57,500	months	36	2,070,000
<i>Example: Coordinate and facilitate partnership meetings</i>	5,506	meeting	18	99,101
				-
Example: TOTAL				2,169,101
Services Provided	Rate/Fee	Units/Basis	Number of Units	Total Budget
1				-
2				-
3				-
4				-
5				-
6				-
7				-
8				-
9				-
10				-
11				-
12				-
13				-
14				-
15				-
			Total Budget	-
			Total budget	4,719,825.00
			must be zero	(4,719,825.00)

Make sure to attach a separate Word document titled "Budget Narrative" explaining the calculations used to justify the rate/fee for each type of service. See Appendix 10.3 for sample.



SECTION 10: APPENDICES

10.1 General Conditions

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Sub-Contractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the sub-Contractor must make available to the County, the



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Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the sub-Contractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.
5. **Termination and Cancellation.**
 - a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
 - b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
 - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited



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to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. Modifications and Amendments.

a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$200,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$200,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

10. Choice of Law and Personal Jurisdiction.

a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.



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11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.
12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.
14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent Contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.
15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any



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other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, Contractors, sub-Contractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures,



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including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.
 - b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
 - c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
 - d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage



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required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract.

20. **Notices**. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions**. In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal**. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest**. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
24. **No Third-Party Beneficiaries**. Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire**. Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's



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sub-Contractors, consultants, and other agents in connection with this Contract are “works made for hire” (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County’s prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

26. **Endorsements.** In its capacity as a Contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-Contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-Contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other Contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.**

- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
- b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
- c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200,



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Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.



10.2 Special Conditions

1. **Insurance Requirements.** Paragraph 19. (Insurance) of the General Conditions is hereby modified by the addition of subparagraphs e. and f. below, to read as follows:
 - e. **Professional Liability.** Throughout the term of this Contract, Contractor shall maintain all necessary insurance for services to be provided by Contractor hereunder, including but not limited to professional malpractice or Errors and Omissions liability coverage. Malpractice or Errors and Omissions liability insurance shall be in an amount no less than **\$1,000,000** per **claim** and **\$1,000,000** annual aggregate and shall be from a reputable insurance company acceptable to the County. Contractor shall provide the County with a valid certificate of insurance evidencing the coverage required by this clause and shall promptly advise County of any and all claims paid by the insurer(s) under said insurance.
 - f. **Cyber Liability Insurance.** Contractor shall procure and maintain Cyber Liability Insurance, with limits of not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for data breach response costs, regulatory fines, and penalties as well as credit monitoring expenses."



10.3 Sample Budget Narrative

Instructions: Justify how the “Rate/Fee” for each service appearing on Form #4 Budget Template (Fee for Service) was calculated. To determine your service rate or fee, calculate your total costs such as personnel (salary and benefits), program expenses or materials, and overhead (indirect). Please keep your narrative under ten (10) pages. Below you will find two examples.

SAMPLE NARRATIVE:

- SERVICE: To operate the SAFE Center, it will cost a total of \$690,000 per year, \$57,500 per month.

\$57,500 per month x 36 months = \$2,070,000.

Budget for Operating SAFE CENTER	Cost
<i>Personnel Expenses</i>	
Executive Director (.10 FTE)	\$ 10,000.00
Program Manager (1 FTE)	\$ 85,000.00
Program Assistant (1 FTE)	\$ 65,000.00
Benefits (25%)	\$ 40,000.00
<i>Program Expenses</i>	
Language translations and interpretations	\$ 100,000.00
Rent and Utilities	\$ 150,000.00
Printing and copies	\$ 50,000.00
Client financial assistance	\$ 100,000.00
Indirect de minimis at 15%	\$ 90,000.00
Total	\$ 690,000.00



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- **SERVICE: Coordinate and Facilitate Partnership Meetings**
The coordination and facilitation of partnership meetings will cost \$66,067.50 per year or \$5,505.625 per month or per meeting. For 18 months, it will cost \$99,101. \$5,505.625 per month x 18 meetings.

Budget Partnership Meetings	Cost
<i>Personnel Expenses</i>	
Coordinator (.30 FTE)	\$ 25,000.00
Benefits (25%)	\$ 6,250.00
<i>Program Expenses</i>	
Language translations and interpretations	\$ 25,000.00
Zoom cost	\$ 200.00
Internet cost	\$ 1,000.00
Indirect de minimis at 15%	\$ 8,617.50
Total	\$ 66,067.50



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10.4 Sample Certified Letter of Commitment for Future Financial Statement Audit

[Bidder's Letterhead]

[Date]

Employment and Human Services Department
c/o Marla Stuart, MSW PhD, Director
40 Douglas Drive
Martinez, CA 94553

**Re: Certified Letter of Commitment for Future Financial Statement Audit
RFP 1228 – Safety and Access For Everyone (SAFE) Center**

Dear Ms. Stuart,

This letter certifies that [Name of Bidder], currently bidding on the Request for Proposal 1228 – Safety and Access for Everyone (SAFE) Center for Contra Costa County via the Employment and Human Services Department, understands and accepts the requirement for providing audited financial statements. As [Name of Bidder] does not currently possess audited financial statements, this letter serves as a formal commitment.

Should [Name of Bidder] be awarded the contract, we will perform a financial statement audit by an independent Certified Public Accountant (CPA) during the period of performance of the contract. The results of this audit will be provided to Contra Costa County via the Employment and Human Services Department upon completion.

This commitment demonstrates [Name of Bidder]'s dedication to financial transparency and accountability throughout the contract's duration. We fully understand that this is a critical component of our bid submission and a prerequisite for contract award.

Sincerely,

[Signature]

[Printed Name of Bidder's Executive Director or Designee]

[Title]