



Finance Department
General Services Division

REQUEST FOR PROPOSALS (RFP)
Specification No. 19-11291
FOR
Berkeley Early Childhood Trauma and Resiliency Project
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals to provide an evaluation of the Berkeley Early Childhood Trauma and Resiliency Project at four Head Start centers in Berkeley. As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached).

Proposals must be received no later than 2:00 pm, on Tuesday, February 12, 2019. All responses must be in a sealed envelope and have the Project Name, "**Berkeley Early Childhood Trauma and Resiliency Project**", and **Specification No. 19-11291** clearly marked on the **outer most mailing envelope**. Please submit **one (1)** unbound original and **four (4)** unbound copies of the proposal as follows:

Mail or Hand Deliver To:

City of Berkeley
Finance Department/General Services Division
2180 Milvia Street, 3rd Floor
Berkeley, CA 94704

Proposals will not be accepted after the date and time stated above. Incomplete proposal or proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate the City to award a contract, nor is the City liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. The City retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions.

For questions concerning the anticipated work, or scope of the project, please **contact Nina Goldman, Berkeley's 2020 Vision Manager**, at ngoldman@cityofberkeley.info no later than **January 28, 2019**. Answers to questions will **not** be provided by telephone or email. Rather, answers to all questions or any addenda will be **posted** on the City of Berkeley's site at <http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128>. It is the vendor's responsibility to check this site. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your proposal.

Sincerely,

Shari Hamilton
General Services Manager

I. BACKGROUND

The Berkeley Early Childhood Trauma and Resiliency Project is being implemented through the City of Berkeley's 2020 Vision collaborative (located in the City Manager's Office) in partnership with the YMCA of the Central Bay Area's Head Start Program. Berkeley's 2020 Vision is a citywide partnership that strives to eliminate racial disparities in Berkeley's public education system, with a primary focus on African American and Latina children and their families. Berkeley's 2020 Vision is a Strategic Plan Priority Project to advance the City of Berkeley's goal to champion and demonstrate social and racial equity. The Berkeley Early Childhood Trauma and Resiliency Project advances Berkeley's 2020 Vision priority that all Berkeley children enter kindergarten ready to learn.

The underlying theory of change for this project is:

- Trauma has a significant impact on the mental health of Head Start students, parents/guardians, educators, and staff.
- Introducing a trauma-informed approach and strategies to Head Start educators and staff will enable them to better recognize their own trauma and triggers.
- This knowledge will help educators and staff approach students and parents/guardians from a trauma-informed perspective (including shifting from "What's wrong with you?" to "What happened to you?").
- Supported by agency-wide trainings, peer support learning circles and in-class coaching, teachers and staff will develop more positive, empathic relationships with students and their parents/guardians helping them to better identify trauma in the children and families they serve.
- Equipped with trauma-informed tools and stronger relationships with students and their parents/guardians, educators will make more successful and "appropriate" mental health referrals.
- Finally, this project will build Head Start's in-house capacity to lead trainings, facilitate peer support circles, and onboard new staff to ensure sustainability beyond the current funding term.

An overview of the project with timelines is included in the attached draft work plan [ATTACHMENT I]. Key components of the project include:

1. **All-Staff Trainings** across four (4) Berkeley Head Start sites. We anticipate two (2) full-day trainings a year on trauma and resiliency practices. Head Start will hire a training consultant with expertise in early childhood education and trauma-informed practices to conduct all-staff trainings and other training, coaching, support, and services needed over the course of the project.
2. **Training of Trainers** will include additional training and coaching for 16 - 20 Head Start educators and staff across the sites. These "Resiliency Champions" are at the heart of this project's Training of Trainers approach. The Resiliency Champions will receive in-depth training/coaching from the training consultant aimed at recognizing and addressing their own and others' trauma and trauma triggers to prepare for and support their key organization roles in co-leading all-staff and new staff trainings and co-facilitating peer support learning circles.
3. **Peer Support Learning Circles** for Resiliency Champions, Center Directors/Administrators, and Educators/Staff. These regular sessions will reinforce use of the trauma- and resiliency-informed lens among educators and staff at all levels of the organization. These circles will address staff trauma that arises during the work, with a strong focus on tools and strategies for approaching students, families, and colleagues' issues from a Trauma- and Resiliency-Informed perspective. Circles will be co-facilitated by a Resiliency Champion and a member of Head Start's mental health team.

4. **Onboarding of New Head Start Staff on Trauma and Resiliency Practices** will be led by Resiliency Champions, who will work with the training consultant and supervisors to develop and deliver training and support to all new staff related to Head Start's trauma and resiliency approach.
5. **Parent/Guardian Engagement with Trauma and Resiliency.** Early implementation will focus educators and staff on nonjudgmentally engaging parents/guardians consistent with the trauma- and resiliency-informed lens. In the final year of the project, we plan to launch trainings and peer support learning circles for Head Start parents/guardians.

This project is funded through the Mental Health Services Act (MHSA) Innovations Program. The funding is available through June 2021.

II. SUMMARY OF PROPOSED SERVICES

The requested proposals are to evaluate the Berkeley Early Childhood Trauma and Resiliency Project. The contract will start as early as February 2019 and will conclude when MHSA funding ends on June 30th, 2021. The evaluation will assess whether early childhood providers who are trained to better recognize trauma triggers and symptoms in themselves and others will, in turn, make more effective and appropriate referrals of Head Start students to mental health services and supports they may need.

The evaluation should be built around these primary outcomes/learning objectives for the project:

1. To create a change in the way Head Start educators and staff view and handle challenging student and parent behaviors (which often mask trauma)
2. To create an increase in access to mental health services and supports for children/families in need; and
3. To promote better mental health outcomes by increasing child/family referrals to "appropriate" mental health services

III. SCOPE OF SERVICES

The term of the proposed contract will be from February 2019 – June 30, 2021. Services will include:

- a. Convene a kick-off meeting and monthly check-in meetings with the Berkeley's 2020 Vision Manager and, as needed, Head Start and other partners.
- b. Develop an evaluation plan framed around this project's theory of change and three (3) outcomes/learning objectives.
- c. Develop/refine data collection instruments, including surveys
- d. Provide guidance on use of instruments and enter data received from data collection activities
- e. Coordinate and monitor data tracking database
- f. Collect/review/clean/analyze pre- and post-data on mental health referrals and access, including:
 - number and types of referrals
 - "appropriateness" of referrals
 - "success" of referrals
- g. Collect/review/clean/analyze pre- and post-data on student behavior and interactions among students, parents/guardians, and educators, including: student disciplinary actions, suspensions, parent-teacher meetings, etc.
- h. Collect/review/clean/analyze pre- and post-survey data on how Head Start educators and staff:

- Perceive, understand, and respond to trauma and resiliency in themselves, their students, and their students' parents/guardians
 - Perceive and handle challenging student and parent behavior
 - View the impact of different components of the project (e.g., training, peer support learning circles, classroom coaching, resiliency champions, etc.)
- i. Conduct the following reporting activities:
- Prepare two (2) interim reports that describe evaluation activities and results to date due on May 1, 2019, and on May 1, 2020, or as requested by the Berkeley's 2020 Vision Manager
 - Prepare a final, cumulative report that details evaluation activities and results over the life of the project due on May 1, 2021, or as requested by the Berkeley's 2020 Vision Manager
 - Each report will include lessons learned and opportunities for improving the project
 - Present findings from each report to Berkeley's 2020 Vision, Head Start, and others on an agreed upon date
 - Solicit feedback and incorporate changes as requested by Berkeley's 2020 Vision into final versions of each report.

The total amount of Contractor invoices shall not exceed \$37,300 from February 2019 through June 30, 2021 (29 months). Payments will be made in installments upon receipt of an invoice and upon satisfactory completion of deliverables.

IV. SUBMISSION REQUIREMENTS

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point.

1. Contractor Identification:

Provide the name of the firm, the firm's principal place of business, the name and telephone number of the contact person and company tax identification number.

2. Client References:

Provide a minimum of five (5) client references. References should be California cities or other large public sector entities. Provide the designated person's name, title, organization, address, email address, telephone number, and the type and scope of project(s) that were completed under that client's direction.

3. Organization Qualifications:

Describe what makes your organization positioned to successfully execute this work, including knowledge of and experience with program evaluation, trauma informed practices, early childhood education, and/or MHSA evaluations. Include qualifications of key staff who would be involved with this project.

4. Evaluation Plan:

Evaluation should be framed around measurement of the outcomes/learning objectives listed in Section II (above) and should integrate the activities listed in the Section III (above). The plan should also include timelines for each significant activity.

5. Evaluation Budget:

The Proposal shall itemize all services, including hourly rates for all professional, technical and support personnel, and all other charges related to completion of the work shall be itemized. Budget should be presented over three fiscal years as follows: FY 19 (remainder through June 30, 2019), FY 20, and FY 21.

6. Contract Terminations:

If your organization has had a contract terminated in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the vendor's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

If the firm has not experienced any such termination for default or early termination in the past five (5) years, so indicate.

V. SELECTION CRITERIA

The following criteria will be considered, although not exclusively, in determining which firm is hired.

1. Organization Qualifications	20 points
2. References	15 points
3. Evaluation plan	30 points
4. Evaluation Budget	35 points

A selection panel will be convened of City staff and/or agency partners

VI. PAYMENT

Invoices: Invoices must be fully itemized, and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. Mail invoices to the Project Manager and reference the contract number at:

City of Berkeley
Accounts Payable
PO Box 700
Berkeley, CA 94701
Attn: Nina Goldman, Berkeley's 2020 Vision Manager

Payments: The City will make payment to the vendor within 30 days of receipt of a correct and complete invoice.

VI. CITY REQUIREMENTS

A. Non-Discrimination Requirements:

Ordinance No. 5876-N.S. codified in B.M.C. Chapter 13.26 states that, for contracts worth more than \$3,000 bids for supplies or bids or proposals for services shall include a completed Workforce Composition Form. Businesses with fewer than five employees are exempt from submitting this form. (See B.M.C. 13.26.030)

Under B.M.C. section 13.26.060, the City may require any bidder or vendor it believes may have discriminated to submit a Non-Discrimination Program. The Contract Compliance Officer will make this determination. This applies to all contracts and all consultants (contractors). Berkeley Municipal Code section 13.26.070 requires that all contracts with the City contain a non-discrimination clause, in which the contractor agrees not to discriminate and allows the City access to records necessary to monitor compliance. This section also applies to all contracts and all consultants. **Bidders must submit the attached Non-Discrimination Disclosure Form with their proposal**

B. Nuclear Free Berkeley Disclosure Form:

Berkeley Municipal Code section 12.90.070 prohibits the City from granting contracts to companies that knowingly engage in work for nuclear weapons. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that engages in nuclear weapons work. If your company engages in work for nuclear weapons, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Nuclear Free Disclosure Form with their proposal.**

C. Oppressive States:

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution No. 59,853-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Oppressive States Disclosure Form with their proposal.**

D. Conflict of Interest:

In the sole judgment of the City, any and all proposals are subject to disqualification on the basis of a conflict of interest. The City may not contract with a vendor if the vendor or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee,

board or commission member of the City who influences the making of the contract or has a direct or indirect interest in the contract.

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. **Please identify any person associated with the firm that has a potential conflict of interest.**

E. Berkeley Living Wage Ordinance:

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract. The Living Wage rate is currently \$14.97 (if medical benefits are provided) or \$17.45 (if medical benefits are not provided). The Living Wage rate is adjusted automatically effective June 30th of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

F. Berkeley Equal Benefits Ordinance:

Chapter 13.29 of the Berkeley Municipal Code requires that contractors offer domestic partners the same access to benefits that are available to spouses. A certification of compliance with this ordinance will be required upon execution of a contract.

G. Statement of Economic Interest:

The City's Conflict of Interest Code designates "consultants" as a category of persons who must complete Form 700, Statement of Economic Interest, at the beginning of the contract period and again at the termination of the contract. The selected contractor will be required to complete the Form 700 before work may begin.

VII. OTHER REQUIREMENTS

A. Insurance

The selected contractor will be required to maintain general liability insurance in the minimum amount of \$2,000,000, automobile liability insurance in the minimum amount of \$1,000,000 and a professional liability insurance policy in the amount of \$2,000,000 to cover any claims arising out of the performance of the contract. The general liability and automobile insurance must name the City, its officers, agents, volunteers and employees as additional insureds.

Insurance not Necessary: *If the services are such that the risk of exposure to liability is very low, insurance may not be required. An example of such a service is an individual using his/her computer at home to lay out a newsletter for the City. This determination must be made by the Risk Manager in writing before the RFP is issued.*

Insurance Waiver: *A situation in which insurance is not necessary is different from a case in which insurance may be waived. An insurance waiver is appropriate where insurance would usually be necessary but when, as a policy matter, the City is willing to take the risk of allowing an uninsured or under-insured individual or business to perform the work (usually when the risk of liability is low). An insurance waiver may be granted only by the Risk Manager in writing with the approval of the City Manager. If a potential bidder expresses an inability to*

meet the insurance requirement, he or she should be encouraged to contact the Project Manager & Risk Manager for assistance in obtaining insurance.)

B. Worker’s Compensation Insurance:

A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker’s Compensation Insurance.

C. Business License

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. Warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305). Persons who, by reason of physical infirmity, unavoidable misfortune, or unavoidable poverty, may be granted an exemption of one annual free license at the discretion of the Director of Finance. (see B.M.C. sections 9.04.290).

Vendor must apply for a City business license and show proof of application to Purchasing Manager within seven days of being selected as intended contractor.

The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, issues business licenses. Contractors should contact this division for questions and/or information on obtaining a City business license, in person, or by calling 510-981-7200.

D. Recycled Paper

All reports to the City shall be on recycled paper that contains at least 50% recycled product when such paper is available at a cost of not greater than ten percent more than the cost of virgin paper, and when such paper is available at the time it is required. If recycled paper is not available the Contractor shall use white paper. Written reports or studies shall be *printed on both sides of the page* whenever practical.

E. State Prevailing Wage:

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. These labor categories, when employed for any “work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work,” constitute a “Public Work” within the definition of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages.

Wage information is available through the California Division of Industrial Relations web site at: http://www.dir.ca.gov/OPRL/statistics_and_databases.html

VIII. SCHEDULE (dates are subject to change)

- | | |
|---|-------------------|
| <input type="checkbox"/> Issue RFP to potential bidders: | January 15, 2019 |
| <input type="checkbox"/> Questions Due | January 28, 2019 |
| <input type="checkbox"/> Responses to questions posted | February 1, 2019 |
| <input type="checkbox"/> Proposals due from potential bidders | February 12, 2019 |

<input type="checkbox"/> Complete Selection Process	February 22, 2019
<input type="checkbox"/> Council Approval of Contract (over \$50k)	n.a.
<input type="checkbox"/> Award of Contract	February 26, 2019
<input type="checkbox"/> Sign and Process Contract	March 12, 2019
<input type="checkbox"/> Notice to proceed	March 13, 2019

Thank you for your interest in working with the City of Berkeley for this service. We look forward to receiving your proposal.

Attachments:

- Check List of Required items for Submittal Attachment A
- Non-Discrimination/Workforce Composition Form Attachment B
- Nuclear Free Disclosure Form Attachment C
- Oppressive States Form Attachment D
- Living Wage Form Attachment E
- Equal Benefits Certification of Compliance Attachment F
- Right to Audit Form Attachment G
- Insurance Endorsement Attachment H
- Evaluation Work Plan, Berkeley Early Childhood Trauma and Resiliency Project Attachment I

ATTACHMENT A

CHECKLIST

- One (1)** unbound original and **four (4)** unbound copies of the full proposal components listed below.
- Contractor Identification and Company Information
- Client References (a minimum of **five (5)**)
- Organization qualifications
- Evaluation Plan
- Evaluation Budget
- Contract Terminations
- The following forms, completed and **signed in blue ink** (attached):
 - Non-Discrimination/Workforce Composition Form Attachment B
 - Nuclear Free Disclosure Form Attachment C
 - Oppressive States Form Attachment D
 - Living Wage Form (*may be optional*) Attachment E
 - Equal Benefits Ordinance Certification of Compliance (EBO-1) Attachment F

ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED VENDOR AFTER COUNCIL APPROVAL TO AWARD CONTRACT.

- Provide **original-signed in blue ink** Evidence of Insurance
 - Auto
 - Liability
 - Worker's Compensation
- Right to Audit Form Attachment G
- Commercial General & Automobile Liability Endorsement Form Attachment H
- Berkeley Business License

For informational purposes only: Sample of Personal Services Contract can be found on the City's website on the current bid and proposal page at the top of the page.

NON-DISCRIMINATION/WORKFORCE COMPOSITION FORM FOR NON-CONSTRUCTION CONTRACTS

To assist the City of Berkeley in implementing its Non-Discrimination policy, it is requested that you furnish information regarding your personnel as requested below and return it to the City Department handling your contract:

Organization: _____

Address: _____

Business Lic. #: _____

Occupational Category: _____ (See reverse side for explanation of terms)	Total Employees		White Employees		Black Employees		Asian Employees		Hispanic Employees		Other Employees	
	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
	Official/Administrators											
Professionals												
Technicians												
Protective Service Workers												
Para-Professionals												
Office/Clerical												
Skilled Craft Workers												
Service/Maintenance												
Other (specify)												
Totals:												

Is your business MBE/WBE/DBE certified? Yes _____ No _____ If yes, by what agency? _____

If yes, please specify: Male: _____ Female: _____ Indicate ethnic identifications: _____

Do you have a Non-Discrimination policy? Yes: _____ No: _____

Signed: _____ Date: _____

Verified by: _____ Date: _____

City of Berkeley Contract Compliance Officer

Occupational Categories

Officials and Administrators - Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy superintendents, unit supervisors and kindred workers.

Professionals - Occupations that require specialized and theoretical knowledge that is usually acquired through college training or through work experience and other training that provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, systems analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

Technicians - Occupations that require a combination of basic scientific or technical knowledge and manual skill that can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers and operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences) and kindred workers.

Protective Service Workers - Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police officers, fire fighters, guards, sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, and kindred workers.

Para-Professionals - Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a staff development and promotion under a "New Transporters" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.

Office and Clerical - Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearings reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

Skilled Craft Workers - Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairpersons, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, and kindred workers.

Service/Maintenance - Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **Berkeley Early Childhood Trauma and Resiliency Project/19-11291**

Attachment C

CITY OF BERKELEY
Oppressive States Compliance Statement

The undersigned, an authorized agent of _____ (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution No. 59,853-N.S. (hereafter "Resolution"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of Abo, Kham and U-Tsang**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No.: **Berkeley Early Childhood Trauma and Resiliency Project/19-11291**

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date: _____

CITY OF BERKELEY
Living Wage Certification for Providers of Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of \$25,000.00 or more?

YES ____ **NO** ____

If **no**, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question **1(b)**.

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES ____ **NO** ____

If you have answered, "**YES**" to questions **1(a)** and **1(b)** this contract **IS** subject to the LWO. If you responded "NO" to **1(b)** this contract IS NOT subject to the LWO. **Please continue to Section II.**

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?

YES ____ **NO** ____

If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question **2(b)**.

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES ____ **NO** ____

If you have answered, "**YES**" to questions **2(a)** and **2(b)** this contract **IS** subject to the LWO. If you responded "NO" to **2(b)** this contract IS NOT subject to the LWO. **Please continue to Section II.**

Section II

Please read, complete, and sign the following:

THIS CONTRACT **IS** SUBJECT TO THE LIVING WAGE ORDINANCE.

THIS CONTRACT **IS NOT** SUBJECT TO THE LIVING WAGE ORDINANCE.

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **Berkeley Early Childhood Trauma and Resiliency Project/19-11291**

Section III

-
- **** FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY ****

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract **IS / IS NOT** (circle one) subject to Berkeley's Living Wage Ordinance.

Department Name

Department Representative

To be completed by
 Contractor/Vendor



**Form EBO-1
 CITY OF BERKELEY**

CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

If you are a **contractor**, return this form to the originating department/project manager. If you are a **vendor** (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

Name:		Vendor No.:	
Address:	City:	State:	ZIP:
Contact Person:		Telephone:	
E-mail Address:		Fax No.:	

SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
 Yes No (If "Yes," proceed to Section 5; if "No," continue to the next question.)
- B. Does your company provide (or make available at the employees' expense) any employee benefits?
 Yes No
 If "Yes," continue to Question C.
 If "No," proceed to Section 5. (The EBO is not applicable to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? Yes No

If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.) If you answered "Yes" to both Questions C and D, please continue to Question E. If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.

- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? Yes No

**If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
If you answered "No," continue to Section 3.**

SECTION 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
 - By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
 - At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor's infrastructure, not to exceed three months; or
 - Upon expiration of the contractor's current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?* Yes No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this _____ day of _____, in the year _____, at _____, _____
(State) (City)

Name (please print)

Signature

Title

Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

- Non-Compliant (The City may not do business with this contractor/vendor)
- One-Person Contractor/Vendor Full Compliance Reasonable Measures
- Provisional Compliance Category, Full Compliance by Date: _____
- Staff Name(*Sign and Print*): _____ Date: _____

Attachment F

CITY OF BERKELEY
Right to Audit Form

The contractor agrees that pursuant to Section 61 of the Berkeley City Charter, the City Auditor's office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this contract.

In the event of such audit, Contractor agrees to provide the Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's office. City agrees to provide Contractor an opportunity to discuss and respond to/any findings before a final audit report is filed.

Signed: _____ Date: _____

Print Name & Title: _____

Company: _____

Contract Description/Specification No: **Berkeley Early Childhood Trauma and Resiliency Project/19-11291**

Please direct questions regarding this form to the Auditor's Office, at (510) 981-6750.

Attachment G

CITY OF BERKELEY
Commercial General and Automobile Liability Endorsement

The attached Certificates of Insurance are hereby certified to be a part of the following policies having the following expiration dates:

Policy No.	Company Providing Policy	Expir. Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The scope of the insurance afforded by the policies designated in the attached certificates is not less than that which is afforded by the Insurance Service Organization's or other "Standard Provisions" forms in use by the insurance company in the territory in which coverage is afforded.

Such Policies provide for or are hereby amended to provide for the following:

- The named insured is _____.
- CITY OF BERKELEY ("City") is hereby included as an additional insured with respect to liability arising out of the hazards or operations under or in connection with the following agreement:
_____.

The insurance provided applies as though separate policies are in effect for both the named insured and City, but does not increase the limits of liability set forth in said policies.

- The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.
- Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to _____, Department of _____, Berkeley, CA.
- This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

The term "City" includes successors and assigns of City and the officers, employees, agents and volunteers.

Insurance Company

Date: _____

By: _____
Signature of Underwriter's
Authorized Representative

Contract Description/Specification No: **Berkeley Early Childhood Trauma and Resiliency Project/19-11291**

Attachment H

Evaluation Work Plan, Berkeley Early Childhood Trauma and Resiliency Project (Draft -- 1.15.19)

Activity	Notes	FY 2019 (YR 1)		FY 2020 (YR 2)				FY 2021 (YR 3)			
		Jan - Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun
PHASE 1: PLANNING/KICKOFF											
Collect baseline evaluation data	Collect data from Head Start prior to starting or near the start of project implementation.										
Training/planning session for Leadership Team	Head Start Leaders/Managers meet for overview of project, i.d. ways to support and sustain trauma- and resiliency-informed organizational culture, identify process for selecting Resiliency Champions. Lead Trainer/Consultant facilitates part/all of the session.										
Recruit Resiliency Champions	16-20 leaders (4 Mgrs, 3 internal MH consultants, 3 Inclusion Specialists, 2 CDs, 2 teachers, 2 FAs)										
Conduct Team Building for Resiliency Champions	Possibilities: (1) Watch <i>Resilience</i> film; (2) Formal training/team building around trauma and resilience.										
Hold All-Staff Project Kickoff	Show <i>Resilience</i> , introduce Lead Trainer/ Consultant and Resiliency Champions, share purpose of project and project plan. Held on staff development day. Resiliency Champions help plan and integrated into the day.										
PHASE 2: TRAINING AND PEER GROUP LEARNING											
Launch Resiliency Champion Peer Support Learning Circles	Meet every 2 weeks for at least two months, then monthly. Purpose: (1) Champions come together to learn; (2) Receive coaching from consultant; (3) Troubleshoot issues from the circles.										
Launch Leadership Team Peer Support Learning Circles	Meet monthly. Purpose: (1) Leaders come together to learn; (2) Receive coaching from consultant; (3) Troubleshoot issues associated with implementing the TRI framework. Note: <i>Need to determine if Center Directors will have separate circles.</i>										
Conduct all staff resilience/trauma trainings (2 full-day trainings/yr)	Topics to be determined. Dates flexible.										
Launch Staff Resiliency Learning Circles (Monthly)	Champions co-lead circles focusing on their own trauma triggers and how to approach student, family, and colleague's issues from a Trauma- and Resiliency-Informed (TRI) perspective. Circles will include teachers, family advocates, etc.										
Complete year 1 evaluation and make needed adjustments	Evaluation will include a written report and at least one session with Head Start, 2020 Vision and Evaluation team.										

		FY 2019 (YR 1)		FY 2020 (YR 2)				FY 2021 (YR 3)			
Activity	Notes	Jan - Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun
PHASE 3: CLASSROOM COACHING AND SUSTAINABILITY											
Establish/Launch Training Modules for new staff orientation	Internal staff Champions design and deliver training for new staff members as they come on. Also provide make up sessions for staff who miss trainings.										
Launch one-on-one teacher/classroom coaching	Mental Health consultants work with teachers individually on adopting TRI approaches in their classrooms.										
PHASE 4: PARENT/CAREGIVER INVOLVEMENT											
Launch TRI Training for Parents/ Caregivers	Resiliency Champions will provide training and/or parents/caregivers will participate in staff trainings.										
Complete year 2 evaluation and make needed adjustments	Evaluation will include a written report and at least one session with Head Start, 2020 Vision and Evaluation team.										
Establish/Launch Training Modules for new parent orientation	Internal staff Champions design and deliver training for new parents/caregivers. Also provide make up sessions for parents/caregivers who miss trainings.										
Launch Resiliency Learning Circles for parents	Champions co-lead circles focusing on trauma triggers and how to support children and family members from a TRI perspective.										
Complete year 3 + FINAL evaluation and make needed adjustments	Evaluation will include a written report and at least one session with Head Start, 2020 Vision and Evaluation team.										

DEFINITIONS:

Leadership Team: Head Start leaders and managers who oversee the work of the centers. This group of leaders will guide the transformation of Head Start to becoming a trauma- and resiliency-informed (TRI) organization. They will model the new TRI practices and behaviors for staff and with each other to support a smooth and successful adoption of the TRI framework.

Lead Trainer/Consultant: External expert in trauma/resilience hired by Head Start to design and deliver the TRI training and provide technical assistance and support during the implementation of this project.

Resiliency Champions: A small group of Head Start staff selected to serve as organizational "culture change" forerunners, internal trainers, and peer support learning circle facilitators. This group will play a key role in coaching and supporting their peers in the adoption of the TRI framework and practices and in sustaining this culture change over time by on-boarding new staff and maintaining a focus on the TRI framework.

Trauma and Resiliency Informed (TRI): An approach and strategies that are sensitive to people who may have experienced trauma. Also, known as Trauma-Informed Care (TIC) or Trauma-Informed Practice (TIP).