



**Request for Proposal**  
**For**  
**Prison to Employment Initiative**  
**Video Production Project**

**Contact: Amy Frost**  
**Deputy Director**

**Telephone: (209) 533-3396**

**Email: [afrost@mljt.org](mailto:afrost@mljt.org)**

**Mother Lode Job Training Agency (MLJT)**

**197 Mono Way, Suite B**

**Sonora, CA 95370**

**[www.mljt.org](http://www.mljt.org)**

# Request for Proposal For Prison to Employment Initiative Video Production Project

## **BACKGROUND AND INTENT**

The Corrections Workforce Partnership Agreement is intended to strengthen linkages between the state workforce and corrections systems in order to improve the process by which the formerly incarcerated and justice-involved individuals reenter society and the labor force. The goal is to improve labor market outcomes by creating a systemic and ongoing partnership between rehabilitative programs within California Department of Corrections and Rehabilitation (CDCR) and the state workforce system by bringing CDCR under the policy umbrella of the State Workforce Plan.

In keeping with the premise that an unbroken continuum of services is a critical strategy for successfully connecting formerly incarcerated individuals to employment, the Mother Lode Job Training Agency (MLJT) is seeking proposals from qualified sources to serve as video producer for the Prison to Employment Initiative Video Production Project, commissioned to increase inmate awareness of workforce services available to them upon parole. Commissioned videos will be shown on each of the area prison television systems, on a regular basis, thereby reaching the full inmate population and providing a strong knowledge base regarding California's workforce system, its services, locations and benefits.

The MLJT serves Amador, Calaveras, Tuolumne, and Mariposa counties.

Applicants should be aware that MLJT's activities, as well as those of any MLJT-funded contractor, are subject to modifications based on the needs, services, and funding, as well as modifications required by federal and state legislation, their regulations, local laws, specific funding-source requirements, and applicable MLJT policies and procedures.

## **PURPOSE OF SOLICITATION**

This Request for Proposal (RFP) has been released to allow MLJT to secure a qualified vendor for the design and production of a series of Corrections-Focused Videos promoting California's Workforce Development System.

## **PROPOSED SERVICES**

The successful applicant will be instrumental in the design and production of a series of corrections-focused promotional videos which will be geared toward increasing the awareness of the incarcerated population regarding workforce services available to them upon parole. The goal of this pilot program will be to air the videos repeatedly and regularly, promoting California's workforce development system, its services, benefits, and outcomes, at every CDCR adult facility.

To this end, MLJT is requesting proposals for:

- A series of short vibrant videos that highlight each of the benefits of participation in pre-employment programs.

### **QUALIFIED APPLICANTS**

Qualified applicants include established companies or individuals with proven success in directing and producing promotional videos. Examples of videos produced could include advertisements, documentaries, and/or infomercials.

### **AVAILABLE FUNDS**

Primary funding for this project is provided by The Prison to Employment Initiative, a grant program in the Governor's 2018 Budget proposal that includes \$37 million over three budget years to operationalize integration of workforce and reentry services in the state's 14 labor regions. Estimated budget for this project is \$80,000 to \$100,000.

### **FORMAL CONTRACT**

All successful applicants selected to provide services will be required to enter into a standard form service agreement with MLJT. (See Exhibit B)

Applicants are advised that MLJT may require that all recipients of funds publicize the fact that the program it operates is funded, in whole, or in part, by MLJT. All contracts will contain a provision requiring the contractor to abide by this requirement.

### **REQUIRED RESPONSE**

Interested applicants must respond using the Proposal Form (Exhibit A) provided herein or downloaded from MLJT's website at [www.mljt.org](http://www.mljt.org).

### **PERIOD OF SOLICITATION**

#### **Timelines**

RFP opens **April 12, 2021; 9:00 a.m.**

Final questions due **April 26, 2021**

RFP responses due ~~May 14, 2021; 5:00 p.m.~~ **June 7, 2021; 5:00 p.m.**

Review period closes ~~May 19, 2021~~ **June 14, 2021**

Award announcement ~~May 21, 2021; 9:00 a.m.~~ **June 19, 2021**

***This RFP may be updated without notice at any time to promote successful outcomes and ensure program compliance.***

## **SUBMITTAL PROCEDURE**

To be considered for Video Production Provider, applicants must submit a proposal packet (Exhibit A) to either the physical address or email address listed below. The proposal must be signed by an appropriate official who is authorized to submit the packet for the responding entity.

Completed proposal packet should be submitted to:

**Mother Lode Job Training Agency**  
**197 Mono Way, Suite B**  
**Sonora, CA 95370**  
**Attn: Amy Frost, Deputy Director**  
**Email: [afrost@mljt.org](mailto:afrost@mljt.org)**

Questions regarding the RFP and/or the submission process should be directed to:

**Mother Lode Job Training Agency**  
**197 Mono Way, Suite B**  
**Sonora, CA 95370**  
**Attn: Amy Frost, Deputy Director**  
**Email: [afrost@mljt.org](mailto:afrost@mljt.org)**

## **SELECTION/EVALUATION PROCEDURE**

Proposals will be evaluated by a qualified evaluation team. Applicants may be contacted in writing to answer questions or provide clarification to the evaluation team. Upon completion of the evaluation process and submittal of supplemental documents, staff will notify all vendors of proposal status.

## **EVALUATION CRITERIA**

### **Capabilities (30 points)**

Description of the history and experience of the applicant as it applies to successful creation, implementation, direction, and production of promotional videos, including advertisements, documentaries, and/or infomercials; the organizational structure; and references.

### **Service (50 points)**

Description of the proposed services to be provided.

### **Reasonableness of Cost (20 points)**

Comparisons will be made of proposed cost to the historical cost of vendors with similar services and those of other proposers.

## **SUPPLEMENTAL DOCUMENTS**

All contractors that successfully pass the evaluation process will be required to submit administrative (W-9) and insurance (outlined in the contract template) documents. Only verification of insurance is required at this point; endorsement will be required if selected to provide services.

## **MODIFICATION OF CONTRACTS**

Any contract awarded pursuant to this RFP may be unilaterally modified by MLJT upon written notice to the contractor under the following circumstances:

- Contractor fails to meet performance and service expectations set forth in the contract, or
- The Federal or State government increases, reduces, or withdraws funds allocated to MLJT, which impact services solicited under this RPF, or
- There is a change in Federal or State legislation and/or their regulations, local laws, or applicable MLJT policies or procedures.

## **RULES FOR WITHDRAWAL OR REVISION OF PROPOSALS**

A proposal which is submitted prior to the deadline may be withdrawn or revised any time prior to, but not after, the deadline for receipt of proposals provided that the request for withdrawal or revision is in writing and executed by the Bidder's duly authorized representative. The request for withdrawal or revision of the proposal must be filed with the WDB of Madera County, before the deadline for the receipt of proposals. The withdrawal of a proposal shall not prejudice the right of a Bidder to submit a new proposal, provided the Bidder can submit the new proposal by the deadline stated herein.

## **INDEPENDENT CONTRACTOR**

It is expressly understood that in the performance of any services resulting from this RFP, Bidder is an Independent Contractor and is not an agent or employee of MLJT and warrants that all persons assigned to the program/project are employees, or subcontractors, of the Bidder. In the event the awarded Bidder shall employ others to complete or perform the services provided, Bidder shall be solely responsible and hold MLJT harmless from all matters relating to the payment of such person(s).

It is mutually understood and agreed that no employee-employer relationship will be created between MLJT and Bidder or MLJT and Bidder's employees, and that the awarded Bidder shall hold MLJT harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premium imposed or required by workers' compensation, unemployment insurance, social security, income tax or other statutes or codes applying to Bidder, or its sub-Contractors and employees, if any. It is mutually agreed and understood that the Bidder, its Sub-Contractors and employees, if any, shall have no claim under any Agreement that may result from this RFP or otherwise against MLJT for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

## **SUBCONTRACTING**

Subcontracting for specialized, technical portions of services, may be permitted upon the approval of the evaluation team. In such instances, applicants must clearly delineate in the proposal any plans to subcontract, identify the nature and scope of any planned subcontracting activity, and identify and verify the capability of the proposed subcontractor(s). MLJT reserves the right to approve the form and content of all subcontracts.

## **CONFLICT OF INTEREST**

The Bidder covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this RFP. Bidder shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or sub-Contractors, and MLJT. Bidder shall make all reasonable efforts to ensure that no MLJT officer or employee, whose position in MLJT enables them to influence any award of this RFP or any competing offer, shall have any direct or indirect financial interest resulting from any Agreement that may be derived from this RFP or shall have any relationship to the Bidder or officer or employee of the Bidder, nor that any such person will be employed by Bidder in the performance of any Agreement that may be derived from this RFP without immediate divulgence or such fact to the MLJT.

## **PUBLIC AGENCY PARTICIPATION**

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation of California (hereinafter referred to as Public Agency) located in the State of California shall have the option of participating in this agreement at the same prices and terms and conditions. The MLC is not an agent, partner, or representative of the Public Agency, and is not obligated or liable for any financial responsibility in connection with purchase orders issued by any Public Agency. The Public Agency shall accept sole responsibility for placing orders or payments to the successful Bidder.

## **PROTECTION OF HUMAN SUBJECTS**

Successful applicants shall comply with the provisions of applicable federal regulations, including but not limited to Executive Order 13627 dated September 25, 2012, which requires safeguarding the rights and welfare of human subjects who are involved in activities supported by federal program funds.

## **PROTEST PROCEDURES TO RESOLVE PROCUREMENT DISPUTES**

All protests to resolve disputes concerning this RFP shall be submitted in writing, must specify in detail the grounds of the protest, the facts and evidence in support thereof, and the remedy sought. The written protest must be delivered to MLJT within the time limits provided below. In the absence of a timely and properly submitted written protest, no party responding to the RFP shall be eligible for any remedy.

Any applicant desiring to protest a determination concerning the RFP or the recommendation of MLJT staff, must file a protest, in writing, no later than five (5) calendar days following release of the staff recommendation. The MLJT Executive Director shall resolve any protest based upon the written protest and any oral and written response thereto provided by MLJT staff. Any resolution of the protest shall be deemed final.

## **APPEALS**

- a. An appeal of a denial of award can only be brought on the following grounds:

- i. Failure of MLJT Staff to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments;
  - ii. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq;
  - iii. A violation of State or Federal law.
- b. Appeals will not be accepted for any reasons other than those stated above.
- c. Appeals must be sent to:

**Mother Lode Job Training Agency  
Attn: Executive Director  
197 Mono Way, Suite B  
Sonora, CA 95370**

- d. Accepted appeals will be processed and reviewed by the Executive Director of the Agency;
- e. The Executive Director will consider only those specific issues addressed in the written appeal.

### **LIMITATIONS**

MLJT shall not pay for any costs incurred by the applicant agency in the completion of this proposal. Submission of proposals does not in any way obligate MLJT to award a contract.

MLJT reserves the right to accept or reject any proposal, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP, if it is in the best interest of MLJT to do so.

MLJT may require successful applicants to participate in contract negotiations and to submit additional programmatic or financial information as a result of negotiations prior to contract finalization. MLJT shall reserve the right to terminate, with or without cause, any contract entered as a result of the RFP process.

### **CONFIDENTIALITY**

The contents of all proposals, correspondence, agenda, memoranda, or any other medium which discloses any aspect of a Bidder's proposal shall be held in the strictest confidence until after negotiations for the contract are negotiated. If you contend that any submission contains trade secrets or proprietary data, please be advised that MLJT cannot and does not give any assurances or guarantees that such information will not be released under the California Public Records Act. The Bidder should clearly mark any of the information within their proposal that is proprietary, however, MLJT will be guided by the California Public records Act and the definition of Trade Secrets under California Civil Code Section 3426.1, but in no case will the following be considered proprietary: a) the final cost of the bid or proposal; b) information that is not clearly marked as proprietary in nature; c) information that, though marked as proprietary, is not actually proprietary d) information that is otherwise generally available as information or technology within the subject trade, industry or profession.

## **PUBLIC DISCLOSURE**

All public records of MLJT are available for disclosure except the contents of the proposals received in response to an RFP, which are not open for public review until the contract between the awarded Bidder and MLJT is announced. In the event that an unsuccessful Bidder files an official request to view the awarded Bidder's proposal, the MLJT must comply with appropriate public disclosure procedures. However, if information specifically designated in the proposal as proprietary is requested MLJT may attempt to notify Bidder should Bidder wish to pursue protections against disclosure, at its own cost, so that the information will not be made available.

Pursuant to the California Public Records Act, Government Code Sections 6250 *et seq.*, any contract that eventually arises from this Request for Proposal is a public record, in its entirety. All information submitted in response to this Request for Proposals is itself a public record **without exception**, and will be disclosed upon request, but only after negotiations are complete. Submission of any materials in response to this Request for Proposals constitutes your consent to release materials, and a waiver of any claim that the information is protected from disclosure. Furthermore, by submitting materials, you agree to indemnify and hold harmless MLJT for release of such information.



## PRISON TO EMPLOYMENT VIDEO PRODUCTION PROPOSAL

**A) Organizational History, Experience, and Structure: (25 points)**

- 1) Describe your organization. Include history, purpose, years of operation, number of staff and services provided.
- 2) Describe your company's experience and proven success in directing and producing promotional videos, including advertisements, documentaries, and/or infomercials.

**B) References (5 points)**

Applicants who have not received funding from MLJT within the past two years of the submitting this proposal must complete the References section and provide at least three (3) complete references from organizations/agencies (other than MLJT), that applicant has had direct involvement with, or received federal funding for, the provision of services for which applicant is applying. The following information for each reference must be included:

- Reference's organization name
- Contact person
- Address, phone number and email address
- Grant period or funding source (if applicable)
- Description of services provided

**C) Services (50 points)**

In detail, describe how you will fulfill each of the objectives outlined below:

- 1) The production of a series of short vibrant TV spots that highlight each of the benefits of participation in pre-employment programs.

**D) Cost (20 points)**

Provide the following:

- Cost breakout (staff, travel, materials, etc.)
- Estimated # of hours to provide service

**EXHIBIT B**  
Sample Agreement

**AGREEMENT FOR SPECIAL  
SERVICES (CONTRACTOR)**

**MOTHER LODE JOB  
TRAINING**

**AGREEMENT NO. \_\_\_\_\_**

**THIS AGREEMENT**, is made and entered into by and between Mother Lode Job Training (hereinafter referred to as MLJT); and, *(name of Agreeing company or individual; specify the type of organization such as -government agency, individual, corporation, or partnership, located at (Street Address, Suite No., City, State) (hereinafter referred to as "Contractor").*

**WHEREAS**, the MLJT desires to contract with Contractor for special services which consist of *(list the type of services you desire to Agreement for)*; and

**WHEREAS**, Contractor is specially trained, experienced, and competent to perform such services in connection with *(list type of services to be rendered)* pursuant to *(include any government code sections that may be applicable to this Agreement)*; and

**WHEREAS**, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

**1. SCOPE OF SERVICES**

Contractor shall provide *(list type of services to be rendered)* services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. Contractor's services include, but are not limited to, the following:

- *(describe in detail the service(s) to be performed by Contractor)*
- \_\_\_\_\_

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

- Exhibit A - *(i.e., Request for Proposal, Statement of Work, etc.)*
- Exhibit B - *(i.e., Contractors Responding Proposal, Proposed Budget, etc.)*
- Exhibit C - *(i.e., Related Documentation)*

**2. TERM**

The term of this Agreement shall commence on the \_\_\_\_ day of \_\_\_\_ 20 \_\_, and continue until the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CONVENIENCE" or "TERMINATION FOR CAUSE", as set forth elsewhere in this Agreement.

**3. COMPENSATION**

MLJT agrees to a Total Agreement Price of *(type out contract price, i.e., Five Thousand Dollars and No/100 Cents)* Dollars and No/100 Cents (\$) *(type numerical amount, i.e., \$5000.00)* for all of CONTRACTOR's services to be provided herein, as are more specifically set forth under Section, "SCOPE OF SERVICES."

**4. PRICING CONDITIONS**

MLJT agrees to pay Contractor for all services required herein as prescribed, fixed at the submitted pricing, which shall include reimbursement for all expenses incurred. No other expenses shall be paid to Contractor without formal approval by MLJT. In no event shall the total services to be performed hereunder exceed \$ \_\_\_\_.

MLJT shall not be held responsible for any charges or expenses incurred by Contractor, his/her agents, employees, or independent Contractors, other than those listed herein, in connection with the performance of services hereunder unless authorized in advance in writing by MLJT.

**5. TERMS OF PAYMENT**

Payment shall be only for full, complete satisfactory performance of the services required to be provided herein and as set forth under Section "SCOPE OF SERVICES." Payment shall be made in the following manner:

Upon completion of the required services as set forth under Section "SCOPE OF SERVICES," Contractor shall submit an invoice within 30 calendar days of each invoice period, detailing the services it has provided and the amount owed under this Agreement. In addition to the invoice submitted by the Contractor for payment, Contractor must complete and submit to MLJT, Form W-9, "A Request for Taxpayer Identification Number and Certification". Both the invoice and W-9 form shall be forwarded to the points of contact at the address shown under Section "NOTICES" of this Agreement, not later than thirty (30) calendar days after completion and acceptance by MLJT of all tasks identified on the invoice. Upon approval by Fiscal, the fee due hereunder shall be paid to Contractor within thirty (30) days following receipt of a complete and correct invoice.

Each invoice or approved alternate documentation must:

- Detail by task the service performed by Contractor.
- Detail the labor cost (number of hours) attributed to each task.

- Show the cumulative cost for all tasks performed to date.
- Provide any additional information and data requested by MLJT to properly evaluate or process Contractor's claim.

In no event shall MLJT be liable for the payment of any invoice not submitted within thirty (30) calendar days following termination of the Agreement.

**6. NO PAYMENT FOR SERVICE PROVIDED FOLLOWING EXPIRATION /TERMINATION OF AGREEMENT**

Contractor shall have no claim against MLJT for payment of any kind whatsoever for any services provided by Contractor which were provided after the expiration or termination of this Agreement. Should MLJT elect to terminate this Agreement for any reason, then MLJT shall provide thirty (30) calendar days written notice to the Contractor of the termination date.

**7. NOTICES**

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.
- Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

**Contractor**

\_\_\_\_\_  
\_\_\_\_\_

**Mother Lode Job Training**

\_\_\_\_\_  
\_\_\_\_\_

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

#### **8. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING**

The compensation paid to CONTRACTOR pursuant to this Agreement is based on MLJT's continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of MLJT from this Agreement shall be immediately discharged. MLJT agrees to inform CONTRACTOR no later than ten (10) calendar days after MLJT determines, in their judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by CONTRACTOR arising out of performance of this Agreement must be submitted to MLJT prior to the final date for which funding is available. In the alternative, MLJT and CONTRACTOR may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous Agreement terms in the event funding is reinstated. Also in the alternative, MLJT may, if funding is provided to MLJT in the form of promises to pay at a later date, whether referred to as "government warrants," "IOUs," or by any other name, MLJT may, in its sole discretion, provide similar promises to pay to the CONTRACTOR, which the CONTRACTOR hereby agrees to accept as sufficient payment until cash funding becomes available.

#### **9. INDEMNIFICATION**

Contractor has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, MLJT, their Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, Agreement or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and Contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents, and officers of Contractor.

Contractor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct, or negligent conduct of any kind, on the part of the Contractor, its agents, sub-Contractors, and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of MLJT. This duty shall arise at the first claim or allegation of liability against MLJT. Contractor will on request and at its expense defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

The Contractor agrees to indemnify, defend, and hold harmless MLJT, their Board, officers, employees, and agents from and against all claims, demands, liability, judgments, awards,

interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with services rendered to that specific entity under this agreement by Contractor.

**10. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that Contractor is an independent Contractor in the performance of the work duties and obligations devolving upon Contractor under this Agreement. MLJT shall neither have, nor exercise any control or direction over the methods by which Contractor shall perform the assigned work and functions. The contractual interest of MLJT is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

It is agreed that no employer-employee relationship is created and Contractor shall hold MLJT harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security income tax; and any other obligations from statutes or codes applying to Contractor, or its sub-Contractors and employees, if any.

It is mutually agreed and understood that Contractor, its sub-Contractors, and employees, if any, shall have no claim under this Agreement or otherwise against MLJT for vacation pay, sick leave, retirement, or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

Contractor shall insure that all its personnel and employees, sub-Contractors and their employees, and any other individuals used to perform the Contracted services are aware and expressly agree that MLJT is not responsible for any benefits, coverage, or payment for their efforts.

**11. PERSONNEL**

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

**12. SUB-CONTRACTS - ASSIGNMENT**

Contractor shall not sub-contract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent by MLJT. Contractor remains legally responsible for the performance of all Agreement terms including work performed by third parties under sub-contracts. Any sub-contracting will be subject to all applicable provisions of this Agreement. Contractor shall be held responsible by MLJT for the performance of any sub-contractor whether approved or not.

**13. MLJT NOT OBLIGATED TO THIRD PARTIES**

MLJT shall not be obligated or liable hereunder to any party other than Contractor.

**14. QUALITY OF SERVICE**

Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Agreement.

Contractor shall, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports, drawings, specifications, designs, and/or other related items or services.

**15. CONFLICT OF INTEREST**

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor shall ensure that no conflict of interest exists between its officers, employees, or sub-Contractors, and MLJT. Contractor shall ensure that no officer or employee of MLJT in a position that enables them to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. Contractor shall ensure that no employee of MLJT shall have any relationship to the Contractor or officer or employee of the Contractor, nor that any such person will be employed by Contractor in the performance of this Agreement without immediate divulgence of such fact to MLJT.

**16. ENTIRE AGREEMENT**

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

**17. LAWS, LICENSES, PERMITS AND REGULATIONS**

Contractor and MLJT agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Contractor and MLJT, their sub-grantees, Contractors, or sub-Contractor, and their work. Such laws and regulations include:

- **Rights to Inventions Made Under a Contract or Agreement**  
Contractor agrees to abide by Uniform Guidance 2 CFR Part 200.315 regarding intangible property. In addition, contracts, or agreements for the performance of experimental, developmental or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with

37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organization and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the award agency.

- **Energy Efficiency**  
Contractor agrees to maintain compliance with mandatory standards and policies related to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy Conservation Act (Public Law 94-163)
- **Equal Employment Opportunity**  
Contractor will ensure compliance with Equal Employment Opportunity requirements of 41 CFR Part 60, codified for DOL programs at 29 CFR Parts 33 and 37.
- **Nondiscrimination in Employment, Services, Benefits and Facilities**  
Contractor and any sub-Contractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of MLJT, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of MLJT's employees and agents, and recipients of services are free from such discrimination and harassment.

Contractor represents that it complies with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.) and ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

Contractor shall include this nondiscrimination provision in all sub-agreements related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

- **Debarment and Suspension (E.O.s 12549 and 12689)**  
Contractor and MLJT agree that no contract shall be made to the parties listed on the General Services List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension.

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California; and all other appropriate governmental agencies, including any certification and credentials required by MLJT. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by MLJT.



**18. RECORDS, INFORMATION AND REPORTS**

**Record Retention and Access (2 CFR 200.333-337)**

Contractor will retain all records pertinent to this agreement for a period of three years from the date of final payment of this agreement. Access to records by the awarding agency, the grantee, the DOL, or the Comptroller General of the United States for the purposes of audit, examination, excerpts, and transcriptions (for other than small purchase transactions) must be granted. If, at the end of three years, there is anticipated litigation, active litigation, an administrative proceeding, an investigation, or an audit involving those records, the Subrecipient will retain the records, and grant access, until the resolution of such litigation, proceeding, investigation, or audit. Refer to Uniform Guidance, Subpart D, Part 200.333-200.337.

To the extent permitted by law, Contractor shall furnish MLJT such periodic reports as MLJT may request pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith shall be borne by the Contractor.

**19. OWNERSHIP OF DOCUMENTS**

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by Contractor hereunder are the exclusive property of MLJT and if requested shall be delivered upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of MLJT, and to the extent permitted by law, shall become the property of MLJT. Contractor may retain copies thereof for its files and internal use.

Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by MLJT.

**20. INSURANCE - (If Applicable)**

**A.** Prior to the commencement of work, and as a precondition to this Agreement, Contractor shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Contractor shall provide a certificate of insurance and endorsements naming MLJT as an additional insured on each policy. The insurance carrier shall be required to give MLJT notice of termination at least 10 days prior to the intended termination of any specified policy. Notice shall be given as specified above. Each certificate of insurance shall specify if Contractor has a SIR, and if so, Contractor shall be required to provide the entire policy of insurance with which it has a SIR.

- Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury, and property damage. MLJT and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from

the performance of this Agreement.

- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, or alternatively split limits of \$500,000 per person and \$1,000,000 per accident for bodily injury with \$250,000 per accident for property damage.
- Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against MLJT.
- Professional Liability: \$1,000,000 limit per occurrence and \$5,000,000 annual aggregate limit covering CONTRACTOR's wrongful acts, errors, and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.

**B. Insurance Conditions - (If Applicable)**

- Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, may be accepted.
- Each of the above required policies shall be endorsed to provide MLJT with 30 days prior written notice of cancellation. MLJT is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

**21. APPLICABLE LAW; VENUE**

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance. No interpretation of any provision of this Agreement shall be binding upon MLJT unless agreed in writing by MLJT

Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in the county where services are being provided, unless the parties agree otherwise or are otherwise required by law.

**22. BREACH OF AGREEMENT**

Upon breach of this Agreement by Contractor, MLJT shall have all remedies available to it both in equity and/or at law.

**23. LIMITATION ON LIABILITY**

Contractor shall have no cause of action against MLJT, their Board of Supervisors, officers, employees, and agents. Contractor expressly waives any right to recovery in any amount for any cause of action or legal theory against MLJT.

**24. REMEDY FOR BREACH AND RIGHT TO CURE**

Notwithstanding anything else in this Agreement to the contrary, if Contractor fails to perform any obligation of this Agreement, MLJT may themselves perform, or cause the performance of, such agreement or obligation. In that event, Contractor will, on demand, fully reimburse MLJT for all such expenditures. Alternatively, MLJT, at their option, may deduct from any funds owed to Contractor the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to MLJT by law or as otherwise stated in this agreement.

**25. SEVERABILITY**

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to Contractor from MLJT may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

**26. TERMINATION FOR CONVENIENCE**

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by MLJT at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination. Upon effective date of termination, MLJT shall have no further liability to Contractor except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by MLJT. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by Contractor prior to, and in connection with, discontinuing the work hereunder.

**27. TERMINATION FOR CAUSE**

MLJT may terminate this Agreement and be relieved of making any payments to Contractor, and all duties to Contractor should the Contractor fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination MLJT may proceed with the work in any manner deemed proper by MLJT. All costs to MLJT shall be deducted from any sum otherwise due the Contractor and the balance, if any, shall be paid to the Contractor upon demand. Such remedy is in addition to such other remedies as may be available to MLJT provided by law.

**28. MODIFICATION OF THE AGREEMENT**

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or Agreement not incorporated herein shall be binding on any of the parties hereto.

**29. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by all parties.

**Mother Lode Job Training**

**Contractor/Vendor**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_