



**Mexican American Opportunity Foundation**

Empowering Families from Child to Senior

## **Request For Proposal RFP 25-013**

### **Music in the Classroom**

October 10, 2025

The Mexican American Opportunity Foundation (hereinafter alternately "MAOF"), operated under a nonprofit agency, is seeking bids from highly qualified **Firms / Consultants** with expertise in providing professional development to teachers and staff on the research-based benefits of music in the classroom, through a competitive bid process. The primary purpose of this engagement is to provide professional services, advice, and consultation for the MAOF. The main objective of the consultant is to perform the tasks described in Exhibit- B Statement of Work. The price shall remain firm and fixed until the completion of the project.

This process requires Consultants to submit a proposal that includes a complete bid for the "Statement of Work" outlined below in Exhibit-B (SOW) and three references.

The CLOSING of this **RFP 25-013** is **October 24, 2025, at 4 pm (PST)**. All correspondence regarding this request shall be submitted in writing to [Procurement@maof.org](mailto:Procurement@maof.org). To download this RFP, Proposers must go to the webpage: [www.maof.org](http://www.maof.org), under the About Section/Click Procurement to look for the RFP. Proposals must be received by MAOF no later than October 24, 2025. **Electronic responses to the proposal are acceptable**: Please submit the proposal in referencing: "**RFP No. 25-013, Music in the Classroom**" in the subject line.

Proposals received after the deadline will be automatically disqualified. For physical mailing address, please courier or deliver to:

**Mexican American Opportunity Foundation (MAOF)**  
**Attn: Procurement Department**  
**401 N. Garfield Avenue**  
**Montebello, CA 90640**  
**T: 323-278-3600**

To request this RFP bidding packet, please contact Procurement Department at [Procurement@maof.org](mailto:Procurement@maof.org).

Respectfully,

**MAOF**  
**Procurement Department**

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## Introduction

The Mexican American Opportunity Foundation (MAOF) is a nonprofit, community-based organization established in 1963 to serve disadvantaged individuals and families in the Los Angeles area. MAOF is the largest Latino-oriented family services organization in the United States. It has achieved this status by providing high-quality social services and programs to those communities where the need is the greatest.

**Mission Statement:** “The mission of the Mexican American Opportunity Foundation (MAOF) is to provide for the socio-economic betterment of the greater Latino community of California while preserving the pride, values, and heritage of the Mexican American culture. This is accomplished through programs in early childhood education and family services, job training, and senior lifestyle development throughout the multi-cultural communities served by MAOF.” MAOF is joined in this mission by government agencies, public and private foundations, and Corporate America.

## **1.0 GENERAL INFORMATION**

- A. **Purpose.** The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents who provide the goods and services identified on the RFP cover sheet and further described in Section 2 of this RFP. The Agency intends to award a Contract for the initial period specified on the RFP cover sheet. In its sole discretion, the Agency may extend the Contract for up to the number of extensions identified on the RFP cover sheet.

- B. **Definition.** For this RFP and the resulting Contract, the following terms shall mean:

**“Agency”** means the MAOF, the Agency, boards, and any political subdivisions making purchases from the Contract as permitted by this RFP.

**“Contract”** means the Contract(s) entered into with the successful Respondent(s).

**“General Terms and Conditions”** means the General Terms and Conditions for Service Contract as referenced on the RFP cover page.

**“Proposal”** means the Respondent’s proposal submitted in response to the RFP.

**“Respondent”** means the company, organization or other business entity submitting a proposal in response to this RFP.

**“Responsible Respondent”** means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether the Respondent is a Responsible Respondent, the Agency may consider various factors, including, but not limited to, the Respondent’s competence and qualifications to provide the goods or services requested, the Respondent’s integrity and reliability, the past performance of the Respondent, and the best interest of the Agency.

**“Responsive Proposal”** means a Proposal that complies with the material provisions of this RFP.

**“RFP”** means Request for Proposals and any attachments, exhibits, schedules, or addenda hereto.

- C. **Overview of the RFP Process,** This RFP is designed to provide Respondents with the information necessary to prepare competitive Proposals. The RFP process is for the Agency's benefit and intends to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive, and each Respondent is responsible for determining all factors necessary to submit a comprehensive Proposal.

The Agency intends to evaluate Proposals from all Respondents that submit timely responsive proposals and award the Contract following the evaluation and selection criteria provided in this RFP.

## **2.0 STATEMENT OF WORK**

See Exhibit-A, page 17-18.

## **3.0 PROPOSAL REQUIREMENTS & CONTENTS**

- A. **GENERAL REQUIREMENTS:**

1. To be considered for selection, proposers must submit a complete response to this solicitation either electronic or email bid to the addresses as directed in referencing “**RFP No. 25-013, Music in the Classroom**”. The proposer shall make no other distribution of the proposals.
2. Proposals shall include a letter of transmittal signed by an authorized representative of the proposer. All information requested should be submitted. Please submit all requested information. MAOF may reject proposals that are substantially incomplete or lack key information.
3. Proposals should be prepared, as thorough and detailed as possible, providing a straightforward, concise description to satisfy the solicitation's requirements. Emphasis should be placed on completeness and clarity of content.
4. All responses are to be submitted on standard 8.5” X 11” paper size and 12-point font minimum type. Proposers shall respond to the items in the order they are shown in the solicitation. The responses should describe the most favorable terms and remain firm for 60 days from the proposal opening date.
5. Price should be submitted on the attached rate worksheet (Exhibit-A), including any applicable federal, State, and local taxes. The Contractor shall provide an all-inclusive price, including labor and material for the services.
6. Ownership of all data, materials, and documentation originated and prepared for this solicitation by any proposer shall belong exclusively to MAOF.

All pages of the proposal should be numbered and should be addressed in the proposer’s response in the following order:

- a. Proposer’s Cover Page in Appendix-B of this RFP must be completed and signed.
- b. Letter of transmittal, signed by an authorized representative of the proposer.
- c. Table of Contents, cross-referencing the contents of the proposal.
- d. Rate worksheet in the attachment Exhibit-B to this solicitation must be completed and signed.
- e. Vendor Identification Form must be completed and signed. A blank form is included in the attachment (Appendix-B) to this RFP.
- f. Contractor shall include a copy of the current business license.
- g. Include a copy of the current certificate of liability insurance evidencing coverage of the minimum required in this solicitation.

Award of the Contract resulting from this RFP will be based upon the most responsive vendor whose offer will be the most advantageous to MAOF in terms of cost, functionality, qualifications, and other factors as specified elsewhere in this RFP.

**MAOF reserves the right to:**

- a. Reject any or all offers and discontinue this RFP process without obligation or liability to any potential candidate, when it is in the Agency’s best interest; and
- b. Accept other than the lowest priced offer.

**The proposal shall:**

- a. Include the completed Contractor Bid Submittal Services per Rate Worksheet on Exhibit-B. Costs must be identified as per service rate. Contractor’s rates shall remain firm and fixed for the term of the contract. The contract (hourly, daily, monthly, Unit Rate, etc.)
- b. Provide at least three current client references for which you have performed similar work. References should include contact name, address and telephone number.
- c. Complete and return rate worksheet, EXHIBIT-A as Consultants proposed, along with other documentation and references.

- d. Two (2) sets of copies of proposals, including rate worksheet shall be submitted via **email marked: “RFP No. 25-013, Music in the Classroom”** or via courier to:

**PLEASE DELIVER TO:**

Mexican American Opportunity Foundation (MAOF)  
**Attn: Procurement Department**  
401 N. Garfield Avenue  
Montebello, CA 90640  
T: 323-278-3600  
[Procurement@maof.org](mailto:Procurement@maof.org)

**DEADLINE FOR SUBMISSION: All proposals are due by Friday, October 24, 2025, at 4 pm. Any bid received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. Any late proposals will not be considered and evaluated.**

The Consultant Service Contractor must possess good communication skills (verbal and written). They must have the ability to establish working relationships with staff members and adults from a wide variety of educational and socio-economic backgrounds. They must also have knowledge of a wide variety of community resources and ability to establish working relationships with staff members of administrative related agencies and institutions.

- W-9
- Professional Liability Insurance
- Written statements regarding Worker’s Compensation Insurance
- Vehicle Insurance
- California Driver’s License

**B. MINIMUM QUALIFICATIONS & REQUIREMENTS:**

Prospective proposers must be aware of correct practices when work is being performed. Prospective proposers must have a business license to operate in State of California or in their home state with a reciprocity qualification.

**4.0 CRIMINAL BACKGROUND CHECK**

If applicable, MAOF can require the awarded Contractor to provide the following for their team members assigned to each MAOF location:

- Criminal background check for each team member performing services;
- Drug screening check for each team member performing services;
- TB Test; and
- Child Protection Registry checks for each team member performing services.

**5.0 INVOICING/BILLING**

Invoice of Consultant Service timesheet will be given to the Facilities or Maintenance Coordinator on the first of each month. Payment for services rendered will be made 30 calendar days from date of submitting monthly accountability service summary and invoice to Facilities or Maintenance Coordinator.

**6.0 SCHEDULE OF EVENTS**

The dates provided in the procurement timetable on the RFP cover sheet below are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Respondent submissions, the Agency will issue an addendum to the RFP.

Release of RFP **October 10, 2025**

Deadline for submission **October 24, 2025**

Selection completed/contract negotiations begin by **October 27, 2025**

Contracts will be mailed or emailed to the Contractor on or about **October 27, 2025**.

## **7.0 INQUIRIES**

Questions regarding this RFP are to be submitted to [Procurement@maof.org](mailto:Procurement@maof.org) with “**RFP No. 25-013, Music in the Classroom**” in the subject line. Questions regarding this RFP will only be accepted by email.

## **8.0 TERMINATION**

**8.1** This Contract may also be terminated by MAOF in the event that the project is permanently abandoned, as determined in the sole discretion of MAOF. MAOF may terminate the Contract in whole or in part whenever MAOF specifies, in its sole discretion, that such termination is in the interest of MAOF. Whenever the Contract is terminated following this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made. Still, such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Contract by MAOF at any time during the term, whether for default or convenience, shall not constitute a breach of Contract by MAOF.

**8.2** In addition, either Party may terminate the Contract if the other Party breaches any of its duties and obligations under this Contract and fails to cure such breach within thirty (30) days after receiving notice specifying the breach. MAOF reserves the right to terminate without warning in case of a critical or material breach of the Contract.

## **9.0 HOLD-HARMLESS AND INDEMNIFICATION**

The successful Contractor shall be liable for any injury, damage, or loss occasioned by negligence or omission of the successful Contractor, its agents, or any other person the successful Contractor has designated to visit MAOF property and shall indemnify and hold harmless the Board, its officers, employees, agents, volunteers from any liability arising in the performance of this Contract. The Contractor's obligation under this section shall not extend to any.

## **10.0 CONFIDENTIALITY**

**10.1 Confidential Information.** Under this Agreement, “Confidential Information” refers to any Information of a Party (“Disclosing Party”) that has been disclosed to the other Party (“Receiving Party”), which is designated in writing as confidential, proprietary, or secret or under the context of its disclosure ought to reasonably be considered as confidential. Personal information includes, but is not limited to, all information concerning a Party’s existing business, business systems, business plans and information systems, trade secrets, prices, and pricing information.

**10.2 Use of Confidential Information.** Each Party will comply with all laws and regulations for the use, transmission, storage, disclosure, or destruction of Confidential Information. Both Parties agree to hold the other Party’s Confidential Information in strict confidence. The Contractor agrees not to use

Company's Confidential Information in any way except as expressly permitted by or required to achieve the purposes of this Agreement, and the company agrees to use Contractor's Confidential Information solely to perform the Services. Both Parties agree to use all reasonable efforts to protect against unauthorized use or distribution of Confidential information, and the Receiving Party agrees to use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the Disclosing Party as the Disclosing Party uses to protect its own Confidential Information. The Receiving Party further agrees not to disclose or permit any third-party access to the Disclosing Party's Confidential Information, except such disclosure or access will be permitted in order to perform the Services provided under this Agreement. Each Party agrees to ensure that its employees, agents, representatives, and contractors are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Agreement.

## **11.0 GENERAL TERMS AND CONDITIONS**

### **1. Additions and Deletions of Service:**

MAOF reserves the right to add and delete goods or services to any contract with the Contractor. Should a requirement be deleted, payment to the Contractor shall be reduced proportionally to the amount of service reduced following the bid price. Should additional services be required from the Contract, prices for such additions will be negotiated between the Contractor and MAOF.

### **2. Termination of Contract:**

**2.1** MAOF may also terminate this Contract in the event that the project is permanently abandoned, as determined in the sole discretion of MAOF. MAOF may terminate the Contract in whole or in part whenever MAOF determines, in its sole discretion, that such termination is in the interest of MAOF. Whenever the Contract is terminated following this paragraph, the Contractor (s) shall be entitled to payment for actual work performed at unit contract prices for completed work items. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include a provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Contract by MAOF at any time during the term, whether for default or convenience, shall not constitute a breach of Contract by MAOF.

**2.2** In addition, either Party may terminate the Contract if the other Party breaches any of its duties and obligations under this Contract and fails to cure such breach within thirty (30) days after receiving notice specifying the breach. MAOF reserves the right to terminate without warning in the event of a critical and material breach of the Contract.

### **3. Licenses:**

By submitting a proposal, the proposer certifies that it has procured and shall maintain in full force all permits and state bar licenses required to conduct its business lawfully and that it shall remain informed of and in compliance with all federal and local laws, ordinances, and regulations that affect in any manner contractor's fulfillment of the Contract.

### **4. Anti-Kickback Provision:**

This Contract is subject to the provisions of the AntiKickback Enforcement Act of 1986. By agreeing to this binding Agreement, the transacting parties (1) certify that they have not paid kickbacks directly or indirectly to any employee of MAOF for the purpose of obtaining this or any other agreement, purchase order, or Contract from MAOF and (2) agree to cooperate fully with any Federal Agency investigating a possible violation of the Act.

### **5. Non-Collusion/Fraud:**

By submitting a proposal, the proposer warrants and certifies that neither the proposer nor its employees or associates have contacted any unauthorized UPO employee, officer, or elected official regarding the contents of this solicitation or the solicitation process. Proposer further warrants and certifies that neither the proposer nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in response to this solicitation. Suppose at any given time, it is found that the proposer or its employees or associates have, in the presenting of its proposal, colluded with any other party or parties to prevent or restrict free competitive bidding. In that case, its proposal shall be immediately rejected. Any contract awarded prior to MAOF's discovery of proposer's collusion shall be terminated, and the proposer shall be liable for all damages sustained by MAOF due to the proposer's collusion.

**6. Equal Opportunity:**

The proposer agrees not to discriminate against any employee or applicant for employment on Account of any services or activities made possible by or resulting from this RFP on the grounds of actual or perceived sex, race, color, religion, national origin, age, marital status, disability, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, source of income, place of residence or business, veteran status or any other characteristic protected under federal or District law. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination, or suspension in whole or in part of the Agreement by MAOF, which may result in ineligibility for further MAOF contracts. At all times in the proposal and contract process, the proposer shall comply with all applicable MAOF, CA, and Federal Anti-Discrimination Laws, Rules, Regulations, and Requirements.

**7. Right to Audit:**

MAOF shall have the right to audit all invoices submitted by the Contractor. The organization shall have the right to audit all relevant data based on the Contractor's fees.

**8. Informal Communication:**

From the date of receipt of this RFP by each proposer and until a binding contractual agreement exists with the awarded Contractor and all other proposers have been notified, or when MAOF rejects all proposals, informal communications regarding this procurement shall cease. There shall be no requests from proposers to any Office or Department at MAOF except contact for information, comments, etc., and they shall be emailed.

**9. Formal Communication:**

From the date of receipt of this RFP by each proposer and until a binding contractual agreement exists with the selected Contractor and all other proposers have been notified, or when MAOF rejects all proposals, all communications between MAOF and the proposers will be formal emails.

**10. Costs Incurred:**

The proposer's sole responsibility shall assume any costs incurred by proposers in preparing or submitting a proposal or subsequent oral presentation demonstration.

**11. Minority/Women-Owned Business Enterprises:**

Pursuant to Federal Acquisition Regulations and MAOF's procurement policy, MAOF may offer contracting opportunities to small and minority firms, women's business enterprises, and labor surplus area firms to the extent possible.

**12. Federal, State, and Local Taxes:**

MAOF is not exempt from State and federal taxes. Such applicable taxes shall be included in quoted prices, but also if any taxes are known to be borne by the Contractor to apply, they shall be shown separately. If not so shown, they shall be considered an expense of the proposer and deemed a part of the quoted prices.

**13. Payment Terms:**

Preferred invoice payment terms will be 30 calendar days from the date of invoice. If there is a discrepancy between the order and the invoice, payment terms shall be practical starting when the discrepancy is resolved. Monies due or to become due to the Contractor under the Contract may be retained by MAOF as necessary to satisfy any outstanding claim that MAOF may have against the Contractor. At any time or times before final payment and three years thereafter, MAOF may have the Contractor's invoices or vouchers, and statement of cost audited.

**14. Indemnification:**

The Contractor shall indemnify, protect, defend, and hold harmless MAOF, its directors, officers, employees, and representatives from and against any claims arising from or connected with: (1) any alleged or actual breach by the Contractor or (2) any act or omission by the Contractor and only to the extent such claim arises by negligence or intentional misconduct or as may be allowed under applicable law. Monies due or to become due to the Contractor under the Contract may be retained by MAOF as necessary to satisfy any outstanding claim that MAOF may have against the Contractor.

**15. Insurance:**

Contractor shall, at all times, at its own expense, obtain and carry comprehensive liability insurance, including errors and omissions coverage, property damage insurance, and workers' compensation insurance in adequate amounts. The Contractor shall keep such insurance in full force for the duration and term of this Agreement. All certificates of insurance or evidence of insurance must contain a ten(10) business day written notice of any cancellation, change, or termination of coverage. The insurance required shall be obtained from the insurance company(ies) licensed to do business in the State of California and shall be kept in full force for 90 days after the last payment under the Contract.

- ✓ Workers' Compensation Insurance provides statutory limits in the State of California.
- ✓ Business Automobile Liability Insurance with a minimum of \$1,000,000 per occurrence.
- ✓ Commercial General Liability Insurance coverage with a minimum of \$1,000,000 per occurrence / \$2,000,000 aggregate limit. The Contractor shall provide immediate notice in the event there is any change of insurance or that it has reached the insurance limits due to claims made.

**16. RFP Addendum:**

In the event that it becomes necessary to revise this RFP, in whole or in part, an addendum will be posted on the MAOF website: <https://maof.org/about-us/procurement-department>.

**17. Completed Proposals:**

A proposer may submit no more than one (1) proposal in response to this RFP. The proposal shall be completed and signed by an individual who is authorized to bind the firm submitting the proposal.

**18. Withdrawal of Bids:**

At any time prior to the hour and date set for submitting proposals, a proposer may withdraw the proposal. This will not preclude another proposal's submission before the deadline for submitting

the bid. After the scheduled time and date for submitting proposals, a proposer will be permitted to withdraw the bid if the award is delayed for a period exceeding 60 days.

**19. Receipt and Opening of Proposals:**

Proposers are responsible for ensuring their bid is delivered to MAOF by the scheduled date and time. Only those bids received promptly, as outlined in this RFP, will be considered. Proposals received after the date and hour designated are automatically disqualified and will not be considered; late bids will be dated, marked as received late, and placed unopened in the bid file. Proposers must pay particular attention to ensure the proposal is properly addressed. MAOF is only responsible if the proposal reaches the destination specified by the appointed date and time.

**20. Contract Award Notification:**

When the evaluation process of the proposals is completed, the selected proposer will be formally notified by mail or email. Other notifications will not be honored and should not be considered as a valid offer of award.

**21. By submitting a proposal:**

The proposer represents that:

- a. The proposer has read and understands the RFP and submits the response in accordance therewith.
- b. The proposer possesses the capabilities, equipment, and professional personnel necessary to provide an efficient and successful service as required by MAOF.
- c. The proposer has all the required licenses and insurance during the duration of the contract terms.

**22. Other claims:**

No claim will be allowed for additional compensation or time for completion based on a lack of knowledge or lack of understanding of any part of the RFP.

**12.0 MAOF SERVICE LOCATIONS**

See Appendix-A

**13.0 DAVIS BACON:**

Per Federal Rules and Regulations, whenever the amount of **any contract in excess of \$2,000** which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency, the Contractor must abide by the following:

**Title 29 CFR, Subtitle A, Part §5.5(a) Contract provisions and related matters.**

- (1) *Minimum wages.*

- (i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be always posted by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).
- (ii) (A) The sub-recipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sub-recipient to IEPA. IEPA shall forward the report to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub-recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), IEPA shall refer the questions, including the views of all interested parties and the recommendation of the sub-recipient, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day

period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) *Withholding.*

(3) The sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the sub-recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(4) *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the sub-recipient. Such documentation shall be available upon request of IEPA or USEPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site [<https://www.dol.gov/whd/forms/index.htm>]. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub-recipient, for transmission to the IEPA, USEPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete.
- That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deduction have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3.
- (2) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(5) *Apprentices and trainees:*

- (i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the jobsite in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid no less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by form certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the

applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (6) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (7) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA may by appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (8) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 Title 29 CFR, Subtitle A, Part CFR 5.12.
- (9) *Compliance with Davis Bacon and Related Act requirements.* All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (10) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (11) *Certification of eligibility.*
  - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).
  - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).
  - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

(12) *Additional Davis Bacon Contract Requirements*

In addition to the clauses contained in section 5.5(a) above, the following additional clauses (1) through (4) of Section 5.5(b) of the Davis Bacon Act shall apply **in full** in **any contract in excess of \$100,000** and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards:

## Title 29 CFR, Subtitle A, Part §5.5(b) Contract Work Hours and Safety Standards Act

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanics, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
  - (3) *Withholding for unpaid wages and liquidated damages.* The sub-recipient, shall upon its own action or upon written request of the USEPA award official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
  - (4) *Subcontracts.* The contractor or subcontractor shall insert any subcontractors for the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- (13) Contract Work hours and Safety Standards Act In addition to the clauses contained in Section 5.5(b) above, the following Section 5.5(c) of the Davis Bacon Act shall apply in **full** in **any contract subject to the Contract Work Hours and Safety Standards Act** and not to any of the other statutes cited in §5.1.

## Title 29 CFR, Subtitle A, Part §5.5(c)

The contractor or subcontractor shall maintain payrolls and basic payroll records during the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and

address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the USEPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees.

# EXHIBIT-A RATE WORKSHEET

## RFP 25-013 Music in the Classroom (Must be completed and returned to MAOF)

| # | LOCATION                                   | SERVICE TIME FRAME<br>(Estimated Months) | \$ PRICING COST<br>Lump sum |
|---|--------------------------------------------|------------------------------------------|-----------------------------|
| 1 | 401 N Garfield Ave<br>Montebello, CA 90640 |                                          |                             |

**NOTE:** The price shall remain firm and fixed for the duration of the project. The contract Rate will be all inclusive pricing .

| Print Name | Title | Certified Signature | Date |
|------------|-------|---------------------|------|
|            |       |                     |      |

## **EXHIBIT-B**

### **STATEMENT OF WORK (SOW)**

#### **RFP 25-013 Music in the Classroom**

Provide four professional development sessions for teachers on using music to support dual language learners, with a focus on Spanish-language songs and culturally relevant examples.

##### **Scope of Work:**

- Deliver four interactive sessions (60–90 minutes each).
- Demonstrate strategies for incorporating music into everyday classroom activities to support language development in both English and Spanish.
- Provide examples of Spanish songs and culturally relevant musical materials from diverse Spanish-speaking communities.
- Include practical activities, lesson ideas, and resource materials for teachers to take back to their classrooms.
- Offer opportunities for teachers to create and share their own music-based lesson plans.

##### **Deliverables:**

- 4 professional learning sessions (virtual or in-person)
- Digital resource packet with song lists, lyrics (public domain or educator-created), and classroom activity templates
- Summary report or reflection of outcomes after the final session

## **APPENDIX-A**

### **RFP 25-013 Music in the Classroom**

#### **MAOF SERVICE LOCATIONS**

**401 N Garfield Ave  
Montebello, CA 90640**

**APPENDIX – B**  
**VENDOR IDENTIFICATION**

**RFP 25-013 Music in the Classroom**  
**(Must be completed and returned to MAOF)**

|                                                        |              |                             |             |
|--------------------------------------------------------|--------------|-----------------------------|-------------|
| <b>Firm/Individual's Name:</b>                         |              |                             |             |
| <b>Doing Business As (DBA):</b>                        |              |                             |             |
| <b>Company Federal ID# or Social Security No.:</b>     |              |                             |             |
| <b>Address:</b>                                        |              |                             |             |
| <b>Remit To Address:</b>                               |              |                             |             |
| <b>Telephone:</b>                                      |              |                             |             |
| <b>Fax:</b>                                            |              |                             |             |
| <b>Email:</b>                                          |              |                             |             |
| <b>Web address:</b>                                    |              |                             |             |
| <b>Main Contact Person:</b>                            |              |                             |             |
| <b>Person responsible for response (if different):</b> |              |                             |             |
| <b>Print Name</b>                                      | <b>Title</b> | <b>Authorized Signature</b> | <b>Date</b> |
|                                                        |              |                             |             |