PROPOSAL: Issue RFP to Solicit Proposals to Plan and Execute Latino Advertising and Outreach Initiative

SYNOPSIS: In May 2012, the Board approved a Latino and Korean Advertising and Outreach Initiative with a total budget of up to $450,000. The Korean outreach portion is underway. This action is to issue an RFP in an amount not to exceed $375,000 to solicit proposals from advertising agencies, public relations firms or other organizations with the necessary expertise to plan and execute the Latino advertising and outreach portion of the overall initiative.

COMMITTEE: Administrative, September 14, 2012; Recommended for Approval

RECOMMENDED ACTIONS:
Authorize the issuance of RFP #2013-07 to solicit proposals for the planning and execution of an integrated marketing campaign for AQMD’s Latino Advertising and Outreach Initiative, in an amount not to exceed $375,000.

Barry R. Wallerstein, D.Env.
Executive Officer

Background
In May 2012, the Board appropriated $450,000 for the Latino and Korean initiatives to be transferred on an as-needed basis to the Media Office’s FY 2012-13 Budget. The Board in May also authorized the Executive Officer to execute contracts to implement these initiatives.

The objective of the Latino and Korean initiative is to increase awareness of AQMD; increase awareness of the Southland’s air quality problem and solutions, and promote a call to action consisting of ways that individuals can help reduce air pollution in their communities.
Proposal
It is proposed that AQMD release an RFP to solicit proposals from advertising agencies, public relations firms or other organizations with the necessary expertise to plan and execute a six-month integrated marketing campaign for the Latino advertising and outreach initiative. The campaign will target Latino residents aged 18 and older living in environmental justice areas in AQMD’s jurisdiction. Results of two focus groups conducted in early September with Spanish-dominant and bilingual residents will help guide the development of the marketing campaign.

Statement of Work
The RFP’s statement of work includes the following tasks:

- Develop an overall strategy for the campaign
- Develop a detailed plan for the campaign including a budget and milestones
- Develop all campaign themes, messages and slogans
- Implement low-cost pre- and post-campaign surveys
- Propose, and once approved by AQMD, negotiate and execute a six-month advertising buy for Spanish-language media
- Seek value-added components to the media buys
- Develop all creative content and produce it in Spanish
- Develop and execute community outreach component
- Develop and execute mechanism for responding to ads
- Monitor campaign progress
- Produce final report

Partnerships
AQMD is seeking a cost-effective campaign that will achieve the greatest value for its investment. As such, prospective contractors may want to consider partnerships with a media organization, discounted agency fees, etc. to maximize AQMD’s dollars.

Timeframe
The entire period of performance for the contractor is expected to be approximately 12 months. Following execution of a contract, approximately four months will be spent planning and preparing for the campaign. The campaign will last for six months. The contractor will complete a post-campaign survey and final report during the two months following the end of the campaign.

If the RFP and contracting process proceed as scheduled, the campaign will take place from approximately June 1, 2013 to November 30, 2013. This will encompass summer smog season, which runs from May through September.

Required Qualifications
Proposers under this solicitation should have significant prior experience in the planning and executing of integrated marketing campaigns for Spanish-dominant and bilingual
residents in Southern California, preferably for government agencies. Key members of
the contractor team must be fluent in Spanish.

**Budget**
The budget for the Latino integrated marketing campaign is $375,000, which
encompasses all costs including compensation for the contractor and any
subcontractors, creative development and production of ads, paid advertising buys,
community event sponsorships and any other direct costs. The contractor will not
receive commissions from any media outlets as part of this initiative.

**Outreach**
In accordance with AQMD’s Procurement Policy and Procedure, a public notice
advertising the RFP and inviting bids will be published in the Los Angeles Times, the
Orange County Register, the San Bernardino Sun, and the Riverside Press-Enterprise
newspapers to leverage the most cost-effective method of outreach to the entire South
Coast Air Basin.

Additionally, potential bidders may be notified utilizing AQMD’s own electronic listing
of certified minority vendors. Notice of the RFP will be mailed to the Black and Latino
Legislative Caucuses and various minority chambers of commerce and business
associations, the State of California Contracts Register website, and placed on the
AQMD’s Website (http://www.aqmd.gov) where it can be viewed by making menu
sections “Inside AQMD”/”Employment and Business Opportunities”/”Business
Opportunities” or by going directly to http://www.aqmd.gov/rfp/index.html.
Information is also available on AQMD’s bidder’s 24-hour telephone message line
(909) 396-2724.

**Bid Evaluation**
Proposals will be reviewed and evaluated by a diverse, technically qualified panel in
accordance with criteria contained in the attached RFP.

**Proposed Budget**
The total funding for this RFP will not exceed $375,000.

**Resource Impacts**
Funding for these services will be requested from AQMD’s Undesignated Fund Balance

**Attachment**
RFP #2013-07
The South Coast Air Quality Management District (AQMD) requests proposals for the following purpose according to terms and conditions attached. In the preparation of this Request for Proposals (RFP) the words "Proposer," "Contractor," and "Consultant" are used interchangeably.

**PURPOSE**
The purpose of this Request for Proposals (RFP) is to solicit advertising agencies, public relations firms or other qualified organizations to submit proposals to plan and execute an integrated marketing campaign for AQMD’s Latino Advertising and Outreach Initiative. The maximum amount available for the campaign, including compensation to the contractor, its subcontractors (if any,) direct costs, media buys, community event sponsorships, etc., is $375,000.

**INDEX** - The following are contained in this RFP:

- Section I Background/Information
- Section II Contact Person
- Section III Schedule of Events
- Section IV Participation in the Procurement Process
- Section V Statement of Work/Schedule of Deliverables
- Section VI Required Qualifications
- Section VII Proposal Submittal Requirements
- Section VIII Proposal Submission
- Section IX Proposal Evaluation/Contractor Selection Criteria
- Section X Funding
- Section XI Draft Contract

Attachment A - Certifications and Representations
SECTION I: BACKGROUND/INFORMATION

Background
AQMD’s four-county jurisdiction covers more than 10,000 square miles and a population of nearly 17 million. AQMD’s Environmental Justice Policy seeks to ensure healthful air quality for all residents. It also recognizes that low-income, ethnic minority residents frequently bear a disproportionate burden of air pollution for various reasons, including the close proximity of pollution sources to their neighborhoods. As part of its overall mission, AQMD periodically conducts targeted outreach efforts to various ethnic minority groups to increase their awareness of AQMD and its mission and to encourage their personal involvement in improving air quality in their communities.

In 2010, AQMD conducted a 52-week newspaper advertising campaign targeting the African American community.

In 2011, AQMD conducted a 26-week newspaper, radio and television advertising campaign directed at the Chinese American community. In addition to advertising, AQMD sponsored a booth at a Lunar New Year festival, ran a Chinese-language ad contest for high school students, and sponsored an air-quality themed issue of a youth newspaper.

With the assistance of the chosen contractor, AQMD now intends to implement a six-month integrated marketing campaign aimed at Latino residents in AQMD’s four-county jurisdiction.

Audience
The campaign will target low-income Latino residents aged 18 and older living predominantly in environmental justice areas in AQMD’s jurisdiction. They will be first-generation (Spanish-dominant, speaking little or no English) or second-generation (bilingual in Spanish and English) residents. Accordingly, the campaign will be largely or entirely in Spanish.

Focus group
Under separate contract, AQMD conducted two focus groups in early September with Spanish-dominant and bilingual Spanish residents to help guide the development of this initiative. A final report from the focus groups is attached to this RFP. The contractor will use this report as a key resource in developing the overall plan for this initiative.

Goals
The goals of the initiative are as follows:
1. Increase awareness of AQMD
2. Increase awareness of Southland’s air quality problem & solutions
3. Promote a call to action consisting of one or two ways that individuals can help reduce air pollution in their communities.

Strategy
The contractor will develop a proposed strategy to achieve the initiative’s goals with the available budget.

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1 A map of AQMD’s jurisdiction is available at http://www.aqmd.gov/map/MapAQMD1.pdf
**Tactics**
Since the target audience is so large, AQMD intends that the campaign will rely primarily on paid advertising. However, AQMD would also like to include in the campaign a community relations element such as sponsorship of Latino-oriented health fairs, sporting or other community events. In addition, the contractor should consider opportunities for earned media.

**Pre- and post-campaign survey**
While recognizing the substantial cost of traditional research, AQMD would like the contractor to conduct a low-cost pre- and post-campaign survey, or other procedure, to determine the campaign’s effectiveness.

**Partnerships**
AQMD is seeking a cost-effective campaign that will achieve the greatest value for its investment. As such, prospective contractors may want to consider partnerships with a media organization, discounted agency fees, etc. to maximize AQMD’s dollars.

**Timeframe**
The entire period of performance for the contractor is expected to be approximately 12 months. Following execution of a contract, approximately four months will be spent planning and preparing for the campaign. The campaign will last for six months. The contractor will complete a post-campaign survey and final report during the two months following the end of the campaign.

If the RFP and contracting process proceed as scheduled, the campaign will take place from approximately June 1, 2013 to November 30, 2013. This will encompass summer smog season, which runs from May through September.

**Number of awards**
One award is anticipated under this RFP.

**Budget and contractor compensation**
The maximum amount available for the campaign, including compensation to the contractor, direct costs, media buys, community event sponsorships, etc., is $375,000.

This is a fixed-priced contract. AQMD will pay the contractor for all services rendered. AQMD will pay media outlets directly for media buys. The contractor will not receive any commissions from the media outlets for ad buys.

**Review process**
Before implementation, the final plan and all creative material will be reviewed and approved by AQMD’s Media Relations Manager, Executive Officer and AQMD’s Governing Board Administrative Committee.

**Support from AQMD**
AQMD will provide technical and background information to help support the campaign, such as:
- Results of the Latino focus groups
- Locations of environmental justice areas
• Information on past ethnic outreach campaigns
• General information on air quality in the Southland, such as actions that residents can take to improve air quality, etc.
• Samples of existing collateral in Spanish. Proposers may wish to review AQMD’s existing Spanish website at http://www.aqmd.gov/spanish/Ver2/Clean_Air_Connections-Espanol.htm.

Existing resources supporting this campaign
In anticipation of this campaign, AQMD has purchased 4,500 AQMD-branded giveaways in Spanish, including magnetic clips, personal item pouches, etc. It is intended that all of these giveaways be distributed during the campaign. The items are paid for and their cost is not included in the total budget.

SECTION II: CONTACT PERSON:

Questions regarding the content or intent of this RFP or on procedural matters should be addressed to:

Sam Atwood
Media Relations Manager
satwood@aqmd.gov
SCAQMD
21865 Copley Drive
Diamond Bar, CA 91765-4178
(909) 396-3456

SECTION III: SCHEDULE OF EVENTS

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<td>Oct. 5, 2012</td>
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<td>Oct. 16, 2012</td>
<td>Bidder’s Conference*</td>
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<td>Nov. 6, 2012</td>
<td>Proposals Due – <strong>No Later Than 5:00 pm</strong></td>
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<td>Nov. 8-16</td>
<td>Proposal Evaluations</td>
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<td>Dec. 14, 2012</td>
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<td>Jan. 11, 2013</td>
<td>Governing Board Approval</td>
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<td>Feb. 1, 2013</td>
<td>Anticipated Contract Execution</td>
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*Participation in the Bidder’s Conference is optional. The conference will include a detailed presentation on the RFP and an opportunity for Q&A. The Bidder’s Conference will be on:

Tuesday, October 16, 2012 at 10:00 am

AQMD Headquarters
Room CC-6
21865 Copley Dr.
Diamond Bar, Calif., 91765
SECTION IV: PARTICIPATION IN THE PROCUREMENT PROCESS

A. It is the policy of the South Coast Air Quality Management District to ensure that all businesses including minority business enterprises, women business enterprises, disabled veteran business enterprises and small businesses have a fair and equitable opportunity to compete for and participate in AQMD contracts.

B. Definitions:

The definition of minority, women or disadvantaged business enterprises set forth below is included for purposes of determining compliance with the affirmative steps requirement described in Paragraph G below on procurements funded in whole or in part with federal grant funds which involve the use of subcontractors. The definition provided for disabled veteran business enterprise, local business, small business enterprise, low-emission vehicle business and off-peak hours delivery business are provided for purposes of determining eligibility for point or cost considerations in the evaluation process.

1. "Women business enterprise" (WBE) as used in this policy means a business enterprise that meets all of the following criteria:
   a. a business that is at least 51 percent owned by one or more women, or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more women.
   b. a business whose management and daily business operations are controlled by one or more women.
   c. a business which is a sole proprietorship, corporation, or partnership with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business.

2. "Disabled veteran" as used in this policy is a United States military, naval, or air service veteran with at least 10 percent service-connected disability who is a resident of California.

3. "Disabled veteran business enterprise" (DVBE) as used in this policy means a business enterprise that meets all of the following criteria:
   a. is a sole proprietorship or partnership of which at least 51 percent is owned by one or more disabled veterans or, in the case of a publicly owned business, at least 51 percent of its stock is owned by one or more disabled veterans; a subsidiary which is wholly owned by a parent corporation but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture’s management and control and earnings are held by one or more disabled veterans.
b. the management and control of the daily business operations are by one or more disabled veterans. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business.

c. is a sole proprietorship, corporation, or partnership with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm, or other foreign-based business.

4. "Local business" as used in this policy means a company that has an ongoing business within the South Coast AQMD at the time of bid or proposal submittal and performs 90% of the work related to the contract within the South Coast AQMD and satisfies the requirements of subparagraph H below.

5. “Small business” as used in this policy means a business that meets the following criteria:

   a. 1) an independently owned and operated business; 2) not dominant in its field of operation; 3) together with affiliates is either:

      • A service, construction, or non-manufacturer with 100 or fewer employees, and average annual gross receipts of ten million dollars ($10,000,000) or less over the previous three years, or

      • A manufacturer with 100 or fewer employees.

   b. Manufacturer means a business that is both of the following:

      1) Primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products.


6. "Joint ventures" as defined in this policy pertaining to certification means that one party to the joint venture is a DVBE or small business and owns at least 51 percent of the joint venture.

7. "Low-Emission Vehicle Business" as used in this policy means a company or contractor that uses low-emission vehicles in conducting deliveries to the AQMD. Low-emission vehicles include vehicles powered by electric, compressed natural gas (CNG), liquefied natural gas (LNG), liquefied petroleum gas (LPG), ethanol, methanol, hydrogen and diesel retrofitted with particulate matter (PM) traps.

8. “Off-Peak Hours Delivery Business” as used in this policy means a company or contractor that commits to conducting deliveries to the AQMD during off-peak traffic hours defined as between 10:00 a.m. and 3:00 p.m.
9. “Benefits Incentive Business” as used in this policy means a company or contractor that provides janitorial, security guard or landscaping services to the AQMD and commits to providing employee health benefits (as defined below in Section VIII.D.2.d) for full time workers with affordable deductible and co-payment terms.

10. "Minority Business Enterprise" as used in this policy means a business that is at least 51 percent owned by one or more minority person(s), or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons.

   a. a business whose management and daily business operations are controlled by one or more minority persons.

   b. a business which is a sole proprietorship, corporation, or partnership with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business.

   c. "Minority person" for purposes of this policy, means a Black American, Hispanic American, Native-American (including American Indian, Eskimo, Aleut, and Native Hawaiian), Asian-Indian (including a person whose origins are from India, Pakistan, and Bangladesh), Asian-Pacific-American (including a person whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, and Taiwan).

11. Disadvantaged Business Enterprise” as used in this policy means a business that is an entity owned and/or controlled by a socially and economically disadvantaged individual(s) as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d)(8% statute), respectively;

   a Small Business Enterprise (SBE);

   a Small Business in a Rural Area (SBRA);

   a Labor Surplus Area Firm (LSAF); or

   a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program.

C. Under Request for Quotations (RFQ), DVBEs, DVBE business joint ventures, small businesses, and small business joint ventures shall be granted a preference in an amount equal to 5% of the lowest cost responsive bid. Low-Emission Vehicle Businesses shall be granted a preference in an amount equal to 5 percent of the lowest cost responsive bid. Off-Peak Hours Delivery Businesses shall be granted a preference in an amount equal to 2 percent of the lowest cost responsive bid. Local businesses (if the procurement is not funded in whole or in part by federal grant funds) shall be granted a preference in an amount equal to 2% of the lowest cost responsive bid.

D. Under Request for Proposals, DVBEs, DVBE joint ventures, small businesses, and small business joint ventures shall be awarded ten (10) points in the evaluation process. A non-DVBE or large business shall receive seven (7) points for subcontracting at least twenty-five (25%) of the total contract value to a DVBE and/or small business. Low-Emission Vehicle Businesses shall be awarded five (5) points in the evaluation process. On procurements which are not funded in whole or in part by federal grant funds local
businesses shall receive five (5) points. Off-Peak Hours Delivery Businesses shall be awarded two (2) points in the evaluation process.

E. AQMD will ensure that discrimination in the award and performance of contracts does not occur on the basis of race, color, sex, national origin, marital status, sexual preference, creed, ancestry, medical condition, or retaliation for having filed a discrimination complaint in the performance of AQMD contractual obligations.

F. AQMD requires Contractor to be in compliance with all state and federal laws and regulations with respect to its employees throughout the term of any awarded contract, including state minimum wage laws and OSHA requirements.

G. When contracts are funded in whole or in part by federal funds, and if subcontracts are to be let, the Contractor must comply with the following, evidencing a good faith effort to solicit disadvantaged businesses. Contractor shall submit a certification signed by an authorized official affirming its status as a MBE or WBE, as applicable, at the time of contract execution. The AQMD reserves the right to request documentation demonstrating compliance with the following good faith efforts prior to contract execution.

1. Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and Local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

H. To the extent that any conflict exists between this policy and any requirements imposed by federal and state law relating to participation in a contract by a certified MBE/WBE/DVBE as a condition of receipt of federal or state funds, the federal or state requirements shall prevail.
I. When contracts are not funded in whole or in part by federal grant funds, a local business preference will be awarded. For such contracts that involve the purchase of commercial off-the-shelf products, local business preference will be given to suppliers or distributors of commercial off-the-shelf products who maintain an ongoing business within the geographical boundaries of the AQMD. However, if the subject matter of the RFP or RFQ calls for the fabrication or manufacture of custom products, only companies performing 90% of the manufacturing or fabrication effort within the geographical boundaries of the AQMD shall be entitled to the local business preference.

J. In compliance with federal fair share requirements set forth in 40 CFR 35.6580, the AQMD shall establish a fair share goal annually for expenditures covered by its procurement policy.

SECTION V: STATEMENT OF WORK/SCHEDULE OF DELIVERABLES

A. Statement of Work

1. Working with AQMD’s Media Office and using the final report from the Latino focus groups, the contractor will develop an integrated marketing campaign plan that will encompass all of the following:
   a. Campaign themes, messages and slogans to achieve the initiative’s goals;
   b. A six-month advertising buy for Spanish-language media. This could include any mix of television, radio, print, outdoor, Internet/social media or other advertising mechanisms;
   c. A community outreach component that could include sponsorship of Latino-oriented health fairs, sports events or other community events;
   d. Low-cost pre- and post-campaign surveys to determine the effectiveness of the campaign;
   e. A mechanism for Latino residents to respond to the ad campaign by phone, e-mail, social media or other means. This will enable AQMD to increase its database of interested residents and to communicate with them in the future about air quality issues and events;
   f. All creative content in Spanish for the campaign such as 30-second TV spots, outdoor ads, etc. English translations will be provided for AQMD; and
   g. Any other elements recommended by the contractor to achieve the goals of the initiative.

Once the plan is reviewed and approved by AQMD, the contractor will:

2. Conduct a pre-campaign survey.
3. Produce all creative material needed for the campaign such as 30-second TV or radio spots; print or billboard ads, etc.
4. Produce any needed tangible materials in sufficient quantities for the campaign, such as bus billboards, flyers, etc.
5. Negotiate and execute all media buys on behalf of AQMD.
6. Seek value-ads to the media buys, such as additional spots, interviews, etc.
7. Monitor all ad flights and ensure any missed ads are made up.
8. Ensure that media outlets provide to AQMD on a regular basis statistics such as viewer impressions, web page views, etc.
9. Conduct a post-campaign survey.
B. Schedule of deliverables

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SECTION VI: REQUIRED QUALIFICATIONS

Proposers under this solicitation should have significant prior experience in the planning and executing of integrated marketing campaigns for Spanish-dominant and bilingual residents in Southern California. Key members of the contractor team must be fluent in Spanish.

Proposers should have demonstrated knowledge of:

- The Latino population in AQMD’s jurisdiction in Los Angeles, Orange, San Bernardino and Riverside counties; and
- Latino media outlets in AQMD’s jurisdiction.

Proposers should also have demonstrated experience in:

- Executing integrated marketing campaigns for government agencies or non-profits seeking to increase awareness of their agency or organization;
- Successfully promoting behavior change that benefits public health or society at large;
- Developing and implementing advertising campaigns across all media, including television, radio, print, Internet, social media and other means;
- Developing and producing creative advertising content in Spanish;
• Use of the Internet and social media to reach Latino audiences;

• Developing and implementing pre- and post-campaign surveys and/or assessments to quantify the effectiveness of the campaign;

• Negotiating the best ad rates and “added value” elements such as additional ad spots, etc.; and

• Monitoring advertising campaigns, including optimizing ad timing/placement if warranted, ensuring that any missed ads are made up.

SECTION VII: PROPOSAL SUBMITTAL REQUIREMENTS

Submitted proposals must follow the format outlined below and all requested information must be supplied. Failure to submit proposals in the required format will result in elimination from proposal evaluation.

Each proposal must include the following four sections.

- Cover Letter -- including the name, address, and telephone number of the contractor, and signed by the person or persons authorized to represent the firm should accompany the proposal submission. It should also include the address and telephone number of office in, or nearest to, Diamond Bar, California, and the name and title of firm's representative designated as contact.

- Part I - Technical Proposal (Individual tables of contents for Parts I and II are useful but not required.)

- Part II - Cost Proposal

- Part III - Certifications and Representations included in Attachment A to this RFP, should be executed by an authorized official of the Contractor.

The following provides specific requirements for Parts I and II:

PART I - TECHNICAL PROPOSAL

(Do not include any cost information in the technical proposal.)

Summary (Section A) - State overall approach to meeting the objectives and satisfying the scope of work to be performed.

Campaign Design (Section B) – This section comprises the body of the technical proposal. The proposer should describe their proposed campaign in detail, addressing all project requirements as specified in RFP sections I and V above.

Program Schedule (Section C) - Provide a projected time schedule and milestones for all elements of the campaign.
Proposer qualifications (Section D) - Describe the technical capabilities of the firm, including other similar campaigns performed during the last five years, including any for governmental organizations, demonstrating ability to successfully complete the project.

References (Section E) – List references of prior clients, preferably those for whom similar campaigns were planned/executed. Include contact name, title, and telephone number for any references listed.

Assigned Personnel (Section F) - Provide the following information on the staff to be assigned to this project:

1. Describe the proposed management structure and organization of the proposed team.

2. List all key personnel assigned to the project by level and name. Provide a resume or similar statement of the qualifications of the lead person and all persons assigned to the project. Substitution of project manager or lead personnel will not be permitted without prior written approval of AQMD.

3. Provide a statement indicating whether or not 90% of the work will be performed within the geographical boundaries of the AQMD.

Subcontractors (Section G) - This project may require subcontractors. List any subcontractors that may be used and the work to be performed by them.

Conflict of Interest (Section H) - Address possible conflicts of interest with other clients affected by actions performed by the firm on behalf of AQMD. Although the Proposer will not be automatically disqualified by reason of work performed for such firms, AQMD reserves the right to consider the nature and extent of such work in evaluating the proposal.

Additional Data (Section I) - Provide other essential data that may assist in the evaluation of this proposal.

PART II - COST PROPOSAL

Name and Address - The Cost Proposal must list the name and complete address of the Proposer in the upper left-hand corner.

Cost Proposal – AQMD anticipates awarding a fixed price contract. Cost information must be provided as listed below:

1. Detail must be provided by the following categories:

   A. Labor - List the total number of hours and the hourly billing rate for each level of professional staff. A breakdown of the proposed billing rates must identify the direct labor rate, overhead rate and amount, fringe benefit rate and amount, General and Administrative rate and amount, and proposed profit or fee. Provide a basis of estimate justifying the proposed labor hours and proposed labor mix.

   B. Media buy – Provide an estimate of the cost of each media buy by media, e.g. print, radio, TV, etc. Please note that AQMD will not allow the selected contractor to receive a commission from any media outlet.

   C. Subcontractor Costs - List subcontractor costs and identify subcontractors by name. Itemize subcontractor charges per hour or per day.
D. **Production Costs** – List the cost for production of all ads, including print, radio, TV, outdoor, Internet, etc. This should list any cost for creative development of ads and production costs themselves, e.g. TV studio time, talent fees, printing of outdoor billboards, etc.

E. **Other Direct Costs** - Provide a basis of estimate for any such costs such as community event sponsorships, collateral items, reproduction of flyers, etc.

**PART III - CERTIFICATIONS AND REPRESENTATIONS** (see Attachment A to this RFP)

**SECTION VIII: PROPOSAL SUBMISSION**

All proposals must be submitted according to specifications set forth in the section above. Failure to adhere to these specifications may be cause for rejection of proposal.

**Signature** - All proposals should be signed by an authorized representative of the Proposer.

**Due Date** - The Proposer shall submit five (5) complete copies of the proposal in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Proposer and the words "Request for Proposals #2013-07." **All proposals are due no later than 5:00 p.m. on November 6, 2012, and should be directed to:**

Procurement Unit  
South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765-4178  
(909) 396-3520

**Late bids/proposals will not be accepted under any circumstances.** Any correction or resubmission done by the Proposer will not extend the submittal due date.

**Grounds for Rejection** - A proposal may be immediately rejected if:

- It is not prepared in the format described, or
- It is signed by an individual not authorized to represent the firm.

**Disposition of Proposals** - AQMD reserves the right to reject any or all proposals. All responses become the property of AQMD. One copy of the proposal shall be retained for AQMD files. Additional copies and materials will be returned only if requested and at the proposer’s expense.

**Modification or Withdrawal** - Once submitted, proposals cannot be altered without the prior written consent of AQMD. All proposals shall constitute firm offers and may not be withdrawn for a period of ninety (90) days following the last day to accept proposals.

**SECTION IX: PROPOSAL EVALUATION/CONTRACTOR SELECTION CRITERIA**

A. Proposals will be evaluated by a panel of three to five AQMD staff members familiar with the subject matter of the project. The panel shall be appointed by the Executive Officer or his designee. In addition, the evaluation panel may include such outside public sector or academic community expertise as deemed desirable by the Executive Officer. The panel
will make a recommendation to the Executive Officer and/or the Governing Board of the AQMD for final selection of a contractor and negotiation of a contract.

B. Each member of the evaluation panel shall be accorded equal weight in his or her rating of proposals. The evaluation panel members shall evaluate the proposals according to the specified criteria and numerical weightings set forth below.

**Campaign Design** 50
The review panel will assign a score of up to 50 points to each proposal based on sections A, B and C in the required technical proposal detailed in Section VII, Part I.

**Proposer Qualifications** 25
The review panel will assign a score of up to 25 points to each proposal based on sections D, E and F in the required technical proposal detailed in Section VII, Part I.

**Value-added Elements** 15
Value-added features such as a discount on contractor’s standards rates, media partnerships, etc.

**Cost** 10
Ten (10) points will be awarded to the lowest-cost proposal. All other cost proposals will receive points on a prorated basis. For example, if the lowest cost proposal is $1,000 it will receive the full 10 points. If the next lowest proposal is $1,100 it will receive nine (9) points reflecting the fact that it is 10% higher than the lowest cost. (90% of 10 points = 9 points)

**TOTAL** 100

(c) **Additional Points**
- Small Business or Small Business Joint Venture 10
- DVBE or DVBE Joint Venture 10
- Use of DVBE or Small Business Subcontractors 7
- Local Business (Non-Federally Funded Projects Only) 5

The cumulative points awarded for small business, DVBE, use of small business or DVBE subcontractors, and local business shall not exceed 15 points.
Note: The award of these additional points shall be contingent upon Proposer completing the Self-Certification section of Attachment A – Certifications and Representations and/or inclusion of a statement in the proposal self-certifying that Proposer qualifies for additional points as detailed above.

2. To receive additional points in the evaluation process for the categories of Small Business or Small Business Joint Venture, DVBE or DVBE Joint Venture or Local Business (for non-federally funded projects), the proposer must submit a self-certification or certification from the State of California Office of Small Business Certification and Resources at the time of proposal submission certifying that the proposer meets the requirements set forth in Section III. To receive points for the use of DVBE and/or Small Business subcontractors, at least 25 percent of the total contract value must be subcontracted to DVBEs and/or Small Businesses. To receive points as a Low-Emission Vehicle Business, the proposer must demonstrate to the Executive Officer, or designee, that supplies and materials delivered to the AQMD are delivered in vehicles that operate on either clean-fuels or if powered by diesel fuel, that the vehicles have particulate traps installed. To receive points as an Off-Peak Hours Delivery Business, the proposer must submit, at proposal submission, certification of its commitment to delivering supplies and materials to AQMD between the hours of 10:00 a.m. and 3:00 p.m. The cumulative points awarded for small business, DVBE, use of Small Business or DVBE Subcontractors, Local Business, Low-Emission Vehicle Business and Off-Peak Hour Delivery Business shall not exceed 15 points.

The Procurement Section will be responsible for monitoring compliance of suppliers awarded purchase orders based upon use of low-emission vehicles or off-peak traffic hour delivery commitments through the use of vendor logs which will identify the contractor awarded the incentive. The purchase order shall incorporate terms which obligate the supplier to deliver materials in low-emission vehicles or deliver during off-peak traffic hours. The Receiving department will monitor those qualified supplier deliveries to ensure compliance to the purchase order requirements. Suppliers in non-compliance will be subject to a two percent of total purchase order value penalty. The Procurement Manager will adjudicate any disputes regarding either low-emission vehicle or off-peak hour deliveries.

C. During the selection process the evaluation panel may wish to interview some proposers for clarification purposes only. No new material will be permitted at this time.

D. The Executive Officer or Governing Board may award the contract to a proposer other than the proposer receiving the highest rating in the event the Governing Board determines that another proposer from among those technically qualified would provide the best value to AQMD considering cost and technical factors. The determination shall be based solely on the Evaluation Criteria contained in the Request for Proposal (RFP), on evidence provided in the proposal and on any other evidence provided during the bid review process. Evidence provided during the bid
review process is limited to clarification by the Proposer of information presented in his/her proposal.

E. Selection will be made based on the above-described criteria and rating factors. The selection will be made by and is subject to Executive Officer or Governing Board approval. Proposers may be notified of the results by letter.

F. The Governing Board has approved a Bid Protest Procedure which provides a process for a bidder or prospective bidder to submit a written protest to the AQMD Procurement Manager in recognition of two types of protests: Protest Regarding Solicitation and Protest Regarding Award of a Contract. Copies of the Bid Protest Policy can be secured through a request to the AQMD Procurement Department.

G. The Executive Officer or Governing Board may award contracts to more than one proposer if in (his or their) sole judgment the purposes of the (contract or award) would best be served by selecting multiple proposers.

H. If additional funds become available, the Executive Officer or Governing Board may increase the amount awarded. The Executive Officer or Governing Board may also select additional proposers for a grant or contract if additional funds become available.

I. Upon mutual agreement of the parties of any resultant contract from this RFP, the original contract term may be extended.

SECTION X: FUNDING

The total funding for the work contemplated by this RFP will be a maximum $375,000.
1. **PARTIES** - The parties to this Contract are the South Coast Air Quality Management District (referred to here as "AQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and *** (referred to here as "CONTRACTOR") whose address is ***.

2. **RECITALS**
   A. AQMD is the local agency with primary responsibility for regulating stationary source air pollution in the South Coast Air Basin in the State of California. AQMD is authorized to enter into this Contract under California Health and Safety Code Section 40489. AQMD desires to contract with CONTRACTOR for services described in Attachment 1 - Statement of Work, attached here and made a part here by this reference. CONTRACTOR warrants that it is well-qualified and has the experience to provide such services on the terms set forth here.
   B. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
   C. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.
   D. CONTRACTOR agrees to obtain the required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.

3. **PERFORMANCE REQUIREMENTS**
   A. CONTRACTOR warrants that it holds all necessary and required licenses and permits to provide these services. CONTRACTOR further agrees to immediately notify AQMD in writing of any change in its licensing status.
   B. CONTRACTOR shall submit reports to AQMD as outlined in Attachment 1 - Statement of Work. All reports shall be submitted in an environmentally friendly format: recycled paper; stapled, not bound; black and white, double-sided print; and no three-ring, spiral, or plastic binders or cardstock covers. AQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
   C. CONTRACTOR shall perform all tasks set forth in Attachment 1 - Statement of Work, and shall not engage, during the term of this Contract, in any performance of work that is in direct or indirect conflict with duties and responsibilities set forth in Attachment 1 - Statement of Work.
   D. CONTRACTOR shall be responsible for exercising the degree of skill and care customarily required by accepted professional practices and procedures subject to AQMD’s final approval which AQMD will not unreasonably withhold. Any costs incurred due to the failure to meet the foregoing standards, or otherwise defective services which require re-performance, as directed by AQMD, shall be the responsibility of CONTRACTOR. CONTRACTOR’s failure to achieve the performance goals and objectives stated in Attachment 1 - Statement of Work, is not a basis for requesting re-performance unless work conducted by CONTRACTOR is deemed by AQMD to have failed the foregoing standards of performance.
   E. CONTRACTOR shall post a performance bond in the amount of *** Dollars ($***). [USE IF REQUIRED]
   F. AQMD has the right to review the terms and conditions of the performance bond and to request modifications thereto which will ensure that AQMD will be compensated in the event CONTRACTOR
fails to perform and also provides AQMD with the opportunity to review the qualifications of the entity designated by the issuer of the performance bond to perform in CONTRACTOR's absence and, if necessary, the right to reject such entity. [USE IF REQUIRED]

G. CONTRACTOR shall ensure, through its contracts with any subcontractor(s), that employees and agents performing under this Contract shall abide by the requirements set forth in this clause.

4. TERM - The term of this Contract is from the date of execution by both parties (or insert date) to ***, unless further extended by amendment of this Contract in writing. No work shall commence until this Contract is fully executed by all parties.

5. TERMINATION
   A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in Clause 11. The non-breaching party reserves all rights under law and equity to enforce this contract and recover damages.
   B. AQMD reserves the right to terminate this Agreement, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by AQMD, discontinue any Work being performed under this Agreement and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to AQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by AQMD.
   C. CONTRACTOR shall be paid in accordance with this Agreement for all work performed before the effective date of termination under Clause 5.B. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to AQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Agreement with the exception of a record copy of such materials, which may be retained by CONTRACTOR.

6. INSURANCE
   A. CONTRACTOR shall furnish evidence to AQMD of workers' compensation insurance for each of its employees, in accordance with either California or other states' applicable statutory requirements prior to commencement of any work on this Contract.
   B. CONTRACTOR shall furnish evidence to AQMD of general liability insurance with a limit of at least $1,000,000 per occurrence, and $2,000,000 in a general aggregate prior to commencement of any work on this Contract. AQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to AQMD.
   C. CONTRACTOR shall furnish evidence to AQMD of automobile liability insurance with limits of at least $100,000 per person and $300,000 per accident for bodily injuries, and $50,000 in property damage, or $1,000,000 combined single limit for bodily injury or property damage, prior to commencement of any work on this Contract. AQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to AQMD.
   D. CONTRACTOR shall furnish evidence to AQMD of Professional Liability Insurance with an aggregate limit of not less than $5,000,000. [OPTIONAL FOR PROFESSIONAL SERVICES]
E. If CONTRACTOR fails to maintain the required insurance coverage set forth above, AQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or terminate this Contract for breach.

F. All insurance certificates should be mailed to: AQMD Risk Management, 21865 Copley Drive, Diamond Bar, CA 91765-4178. The AQMD Contract Number must be included on the face of the certificate.

G. CONTRACTOR must provide updates on the insurance coverage throughout the term of the Contract to ensure that there is no break in coverage during the period of contract performance. Failure to provide evidence of current coverage shall be grounds for termination for breach of Contract.

7. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend and indemnify AQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, demands, judgments, legal fees, or any other expenses incurred or required to be paid by AQMD, its officers, employees, agents, representatives, or successors-in-interest arising from or related to any injury to persons or damage to property caused directly or indirectly, in whole or in part, by any willful or negligent act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract.

8. CO-FUNDING [USE IF REQUIRED]

A. CONTRACTOR shall obtain co-funding as follows: ***, *** Dollars ($***); ***, *** Dollars ($***); ***, *** Dollars ($***); ***, *** Dollars ($***); ***, *** Dollars ($***); and ***, *** Dollars ($***).

B. If CONTRACTOR fails to obtain co-funding in the amount(s) referenced above, then AQMD reserves the right to renegotiate or terminate this Contract.

C. CONTRACTOR shall provide co-funding in the amount of *** Dollars ($*** for this project. If CONTRACTOR fails to provide this co-funding, then AQMD reserves the right to renegotiate or terminate this Contract.

9. PAYMENT

[FIXED PRICE]-use this one or the T&M one below.

A. AQMD shall pay CONTRACTOR a fixed price of *** Dollars ($*** for work performed under this Contract in accordance with Attachment 2 - Payment Schedule, attached here and included here by reference. Payment shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an invoice prepared and furnished by CONTRACTOR showing services performed and referencing tasks and deliverables as shown in Attachment 1 - Statement of Work, and the amount of charge claimed. Each invoice must be prepared in duplicate, on company letterhead, and list AQMD's Contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to: South Coast Air Quality Management District, Attn: ***.

B. An amount equal to ten percent (10%) shall be withheld from all charges paid until satisfactory completion and final acceptance of work by AQMD. [OPTIONAL]

C. AQMD reserves the right to disallow charges when the invoiced services are not performed satisfactorily in AQMD sole judgment.

[T & M]-use this one or the Fixed Price one above.

A. AQMD shall pay CONTRACTOR a total not to exceed amount of *** Dollars ($***, including any authorized travel-related expenses, for time and materials at rates in accordance with Attachment 2 – Cost Schedule, attached here and included here by this reference. Payment of charges shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an itemized invoice prepared and furnished by CONTRACTOR referencing line item expenditures as listed in Attachment 2 and the amount of charge claimed. Each invoice must be prepared in duplicate, on company letterhead, and list AQMD’s Contract number, period covered by invoice, and CONTRACTOR's social security number or
B. CONTRACTOR shall adhere to total tasks and/or cost elements (cost category) expenditures as listed in Attachment 2. Reallocation of costs between tasks and/or cost category expenditures is permitted up to One Thousand Dollars ($1,000) upon prior written approval from AQMD. Reallocation of costs in excess of One Thousand Dollars ($1,000) between tasks and/or cost category expenditures requires an amendment to this Contract.

C. AQMD's payment of invoices shall be subject to the following limitations and requirements:
   i) Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR). AQMD's reimbursement of travel expenses and requirements for supporting documentation are listed below.
   ii) CONTRACTOR's failure to provide receipts shall be grounds for AQMD's non-reimbursement of such charges. AQMD may reduce payments on invoices by those charges for which receipts were not provided.
   iii) AQMD shall not pay interest, fees, handling charges, or cost of money on Contract.

D. AQMD shall reimburse CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 – Cost Schedule of this Contract or pre-authorized by AQMD in writing.
   i) AQMD's reimbursement of travel-related expenses shall cover lodging, meals, other incidental expenses, and costs of transportation subject to the following limitations:
      Air Transportation - Coach class rate for all flights. If coach is not available, business class rate is permissible.
      Car Rental - A compact car rental. A mid-size car rental is permissible if car rental is shared by three or more individuals.
      Lodging - Up to One Hundred Fifty Dollars ($150) per night. A higher amount of reimbursement is permissible if pre-approved by AQMD.
      Meals - Daily allowance is Fifty Dollars ($50.00).
      ii) Supporting documentation shall be provided for travel-related expenses in accordance with the following requirements:
         Lodging, Airfare, Car Rentals - Bill(s) for actual expenses incurred.
         Meals - Meals billed in excess of $50.00 each day require receipts or other supporting documentation for the total amount of the bill and must be approved by AQMD.
         Mileage - Beginning each January 1, the rate shall be adjusted effective February 1 by the Chief Financial Officer based on the Internal Revenue Service Standard Mileage Rate
         Other travel-related expenses - Receipts are required for all individual items.

E. AQMD reserves the right to disallow charges when the invoiced services are not performed satisfactorily in AQMD sole judgment.

10. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to any software, documents, or reports developed under this Contract shall at all times remain with AQMD. Such material is agreed to be AQMD proprietary information.
   A. Rights of Technical Data - AQMD shall have the unlimited right to use technical data, including material designated as a trade secret, resulting from the performance of services by CONTRACTOR under this Contract. CONTRACTOR shall have the right to use technical data for its own benefit.
   B. Copyright - CONTRACTOR agrees to grant AQMD a royalty-free, nonexclusive, irrevocable license to produce, translate, publish, use, and dispose of all copyrightable material first produced or composed in the performance of this Contract.
11. **NOTICES** - Any notices from either party to the other shall be given in writing to the attention of the persons listed below, or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. Notice shall be given by certified, express, or registered mail, return receipt requested, and shall be effective as of the date of receipt indicated on the return receipt card.

**AQMD:** South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765-4178  
Attn: ***

**CONTRACTOR:** ***  
***  
***  
Attn: ***

12. **EMPLOYEES OF CONTRACTOR**

A. AQMD reserves the right to review the resumes of any of CONTRACTOR employees, and/or any subcontractors selected to perform the work specified here and to disapprove CONTRACTOR choices. CONTRACTOR warrants that it will employ no subcontractor without written approval from AQMD. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay and pay for legal holidays.

B. CONTRACTOR, its officers, employees, agents, representatives or subcontractors shall in no sense be considered employees or agents of AQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by AQMD to its employees.

C. AQMD requires Contractor to be in compliance with all state and federal laws and regulations with respect to its employees throughout the term of this Contract, including state minimum wage laws and OSHA requirements.

13. **CONFIDENTIALITY** - It is expressly understood and agreed that AQMD may designate in a conspicuous manner the information which CONTRACTOR obtains from AQMD as confidential. CONTRACTOR agrees to:

A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees or subcontractors of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.

B. Ensure that CONTRACTOR’s officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this clause.

C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.

D. Notify AQMD promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this clause.
E. Take at CONTRACTOR expense, but at AQMD's option and in any event under AQMD's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.

F. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information.

G. Prevent access to such information by any person or entity not authorized under this Contract.

H. Establish specific procedures in order to fulfill the obligations of this clause.

I. Notwithstanding the above, nothing herein is intended to abrogate or modify the provisions of Government Code Section 6250 et.seq. (Public Records Act).

14. PUBLICATION

A. AQMD shall have the right of prior written approval of any document which shall be disseminated to the public by CONTRACTOR in which CONTRACTOR utilized information obtained from AQMD in connection with performance under this Contract.

B. Information, data, documents, or reports developed by CONTRACTOR for AQMD, pursuant to this Contract, shall be part of AQMD public record unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information provided to AQMD. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

"This report was prepared as a result of work sponsored, paid for, in whole or in part, by the South Coast Air Quality Management District (AQMD). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of AQMD. AQMD, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. AQMD has not approved or disapproved this report, nor has AQMD passed upon the accuracy or adequacy of the information contained herein."

C. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and require compliance with the above.

15. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.

16. SOLICITATION OF EMPLOYEES - CONTRACTOR expressly agrees that CONTRACTOR shall not, during the term of this Contract, nor for a period of six months after termination, solicit for employment, whether as an employee or independent contractor, any person who is or has been employed by AQMD during the term of this Contract without the consent of AQMD.

17. PROPERTY AND SECURITY - Without limiting CONTRACTOR obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by AQMD for access to and activity in and around AQMD premises.
18. **ASSIGNMENT** - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.

19. **NON-EFFECT OF WAIVER** - The failure of CONTRACTOR or AQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

20. **ATTORNEYS’ FEES** - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys’ fees and costs.

21. **FORCE MAJEURE** - Neither AQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of AQMD or CONTRACTOR.

22. **SEVERABILITY** - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.

23. **HEADINGS** - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.

24. **DUPLICATE EXECUTION** - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.

25. **GOVERNING LAW** - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.

26. **CITIZENSHIP AND ALIEN STATUS**
   A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations.
   B. Notwithstanding paragraph A above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
   C. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless AQMD, its officers and employees from
employer sanctions and other liability which may be assessed against CONTRACTOR or AQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

27. FEDERAL FAIR SHARE POLICY - As a recipient of Environmental Protection Agency (EPA) grant funds, AQMD is required to flow down to all of its contractors the provisions of 40 CFR Section 31.36(e) which addresses affirmative steps for contracting with small-and-minority firms, women's business enterprises, and labor surplus area firms. CONTRACTOR agrees to comply with these provisions.

28. REQUIREMENT FOR FILING STATEMENT OF ECONOMIC INTERESTS - In accordance with the Political Reform Act of 1974 (Government Code Sec. 81000 et seq.) and regulations issued by the Fair Political Practices Commission (FPPC), AQMD has determined that the nature of the work to be performed under this Contract requires CONTRACTOR to submit a Form 700, Statement of Economic Interests for Designated Officials and Employees, for each of its employees assigned to work on this Contract. These forms may be obtained from AQMD's District Counsel's office. [USE IF REQUIRED]

29. COMPLIANCE WITH SINGLE AUDIT ACT REQUIREMENTS [OPTIONAL - TO BE INCLUDED IN CONTRACTS WITH FOR-PROFIT CONTRACTORS WHICH HAVE FEDERAL PASS-THROUGH FUNDING] - During the term of the Contract, and for a period of three (3) years from the date of Contract expiration, and if requested in writing by the AQMD, CONTRACTOR shall allow the AQMD, its designated representatives and/or the cognizant Federal Audit Agency, access during normal business hours to all records and reports related to the work performed under this Contract. CONTRACTOR assumes sole responsibility for reimbursement to the Federal Agency funding the prime grant or contract, a sum of money equivalent to the amount of any expenditures disallowed should the AQMD, its designated representatives and/or the cognizant Federal Audit Agency rule through audit exception or some other appropriate means that expenditures from funds allocated to the CONTRACTOR were not made in compliance with the applicable cost principles, regulations of the funding agency, or the provisions of this Contract.

[OPTIONAL - TO BE INCLUDED IN CONTRACTS WITH NON-PROFIT CONTRACTORS WHICH HAVE FEDERAL PASS-THROUGH FUNDING] - Beginning with CONTRACTOR's current fiscal year and continuing through the term of this Contract, CONTRACTOR shall have a single or program-specific audit conducted in accordance with the requirements of the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations), if CONTRACTOR expended Five Hundred Thousand Dollars ($500,000) or more in a year in Federal Awards. Such audit shall be conducted by a firm of independent accountants in accordance with Generally Accepted Government Audit Standards (GAGAS). Within thirty (30) days of Contract execution, CONTRACTOR shall forward to AQMD the most recent A-133 Audit Report issued by its independent auditors. Subsequent A-133 Audit Reports shall be submitted to the AQMD within thirty (30) days of issuance.

CONTRACTOR shall allow the AQMD, its designated representatives and/or the cognizant Federal Audit Agency, access during normal business hours to all records and reports related to the work performed under this Contract. CONTRACTOR assumes sole responsibility for reimbursement to the Federal Agency funding the prime grant or contract, a sum of money equivalent to the amount of any expenditures disallowed should the AQMD, its designated representatives and/or the cognizant Federal Audit Agency rule through audit exception or some other appropriate means that expenditures from funds allocated to the CONTRACTOR were not made in compliance with the applicable cost principles, regulations of the funding agency, or the provisions of this Contract.
30. **OPTION TO EXTEND THE TERM OF THE CONTRACT** - AQMD reserves the right to extend the contract for a one-year period commencing **enter date** at the (option price or Not-to-Exceed Amount) set forth in Attachment 2. In the event that AQMD elects to extend the contract, a written notice of its intent to extend the contract shall be provided to CONTRACTOR no later than thirty (30) days prior to Contract expiration. [USE IF REQUIRED]

31. **KEY PERSONNEL** - *insert person's name* is deemed critical to the successful performance of this Contract. Any changes in key personnel by CONTRACTOR must be approved by AQMD. All substitute personnel must possess qualifications/experience equal to the original named key personnel and must be approved by AQMD. AQMD reserves the right to interview proposed substitute key personnel. [USE IF REQUIRED]

32. **PREVAILING WAGES** – [USE FOR INFRASTRUCTURE PROJECTS] CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the AQMD’s headquarters, of which shall be made available to any interested party on request. Notwithstanding the preceding sentence, CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. CONTRACTOR shall indemnify, defend and hold harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.

33. **APPROVAL OF SUBCONTRACT**

   A. If CONTRACTOR intends to subcontract a portion of the work under this Contract, written approval of the terms of the proposed subcontract(s) shall be obtained from AQMD's Executive Officer or designee prior to execution of the subcontract. No subcontract charges will be reimbursed unless such approval has been obtained.

   B. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or cost schedule shall also require the written approval of the Executive Officer or designee prior to execution.

   C. The sole purpose of AQMD's review is to insure that AQMD's contract rights have not been diminished in the subcontractor agreement. AQMD shall not supervise, direct, or have control over, or be responsible for, subcontractor’s means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure of subcontractor to comply with any local, state, or federal laws, or rules or regulations.

34. **ENTIRE CONTRACT** - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to AQMD and there are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.
IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT ***

By:__________________________  By:__________________________

Barry R. Wallerstein, D.Env., Executive Officer  Name:
Dr. William A. Burke, Chairman, Governing Board  Title:

Date:__________________________  Date:__________________________

ATTEST:
Saundra McDaniel, Clerk of the Board

By:__________________________

APPROVED AS TO FORM:
Kurt R. Wiese, General Counsel

By:__________________________
Business Information Request

Dear SCAQMD Contractor/Supplier:

The South Coast Air Quality Management District (SCAQMD) is committed to ensuring that our contractor/supplier records are current and accurate. If your firm is selected for award of a purchase order or contract, it is imperative that the information requested herein be supplied in a timely manner to facilitate payment of invoices. In order to process your payments, we need the enclosed information regarding your account. Please review and complete the information identified on the following pages, complete the enclosed W-9 form, remember to sign both documents for our files, and return them as soon as possible to the address below:

Attention: Accounts Payable, Accounting Department  
South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765-4178 

If you do not return this information, we will not be able to establish you as a vendor. This will delay any payments and would still necessitate your submittal of the enclosed information to our Accounting department before payment could be initiated. Completion of this document and enclosed forms would ensure that your payments are processed timely and accurately.

If you have any questions or need assistance in completing this information, please contact Accounting at (909) 396-3777. We appreciate your cooperation in completing this necessary information.

Sincerely,

Michael B. O’Kelly  
Chief Financial Officer

DH:tm

Enclosures: Business Information Request  
Disadvantaged Business Certification  
W-9  
Federal Contract Debarment Certification  
Campaign Contribution Disclosure
# BUSINESS INFORMATION REQUEST

| Business Name |  |
| Division of |  |
| Subsidiary of |  |
| Website Address |  |

<table>
<thead>
<tr>
<th>Type of Business</th>
<th>Check One:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Individual</td>
<td></td>
</tr>
<tr>
<td>□ DBA, Name _______________, County Filed In _______________</td>
<td></td>
</tr>
<tr>
<td>□ Corporation, ID No. _______________</td>
<td></td>
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<tr>
<td>□ LLC/LLP, ID No. _______________</td>
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<tr>
<td>□ Other _______________</td>
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</tbody>
</table>

## REMITTING ADDRESS INFORMATION

| Address |  |
| City/Town |  |
| State/Province | Zip |
| Phone | ( ) - Ext |
| Fax | ( ) - |
| Contact | Title |
| E-mail Address |  |
| Payment Name if Different |  |

All invoices must reference the corresponding Purchase Order Number(s)/Contract Number(s) if applicable and mailed to:

**Attention: Accounts Payable, Accounting Department**

South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
DISADVANTAGED BUSINESS CERTIFICATION

Federal guidance for utilization of disadvantaged business enterprises allows a vendor to be deemed a small business enterprise (SBE), minority business enterprise (MBE) or women business enterprise (WBE) if it meets the criteria below.

- is certified by the Small Business Administration or
- is certified by a state or federal agency or
- is an independent MBE(s) or WBE(s) business concern which is at least 51 percent owned and controlled by minority group member(s) who are citizens of the United States.

Statements of certification:

As a prime contractor to the SCAQMD, __________________________ (name of business) will engage in good faith efforts to achieve the fair share in accordance with 40 CFR Section 31.36(e), and will follow the six affirmative steps listed below for contracts or purchase orders funded in whole or in part by federal grants and contracts.

1. Place qualified SBEs, MBEs, and WBEs on solicitation lists.
2. Assure that SBEs, MBEs, and WBEs are solicited whenever possible.
3. When economically feasible, divide total requirements into small tasks or quantities to permit greater participation by SBEs, MBEs, and WBEs.
4. Establish delivery schedules, if possible, to encourage participation by SBEs, MBEs, and WBEs.
5. Use services of Small Business Administration, Minority Business Development Agency of the Department of Commerce, and/or any agency authorized as a clearinghouse for SBEs, MBEs, and WBEs.
6. If subcontracts are to be let, take the above affirmative steps.

Self-Certification Verification: Also for use in awarding additional points, as applicable, in accordance with SCAQMD Procurement Policy and Procedure:

Check all that apply:

☐ Small Business Enterprise/Small Business Joint Venture  ☐ Women-owned Business Enterprise
☐ Local business  ☐ Disabled Veteran-owned Business Enterprise/DVBE Joint Venture
☐ Minority-owned Business Enterprise

Percent of ownership: ________ %

Name of Qualifying Owner(s): ______________________________________

I, the undersigned, hereby declare that to the best of my knowledge the above information is accurate. Upon penalty of perjury, I certify information submitted is factual.

_________________________  __________________________
NAME  TITLE

_________________________
TELEPHONE NUMBER

_________________________
DATE

C:\TEST\121004AB.docx
DEFINITIONS

**Disabled Veteran-Owned Business Enterprise** means a business that meets all of the following criteria:

- is a sole proprietorship or partnership of which is at least 51 percent owned by one or more disabled veterans, or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more disabled veterans; a subsidiary which is wholly owned by a parent corporation but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture’s management and control and earnings are held by one or more disabled veterans.
- the management and control of the daily business operations are by one or more disabled veterans. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business.
- is a sole proprietorship, corporation, partnership, or joint venture with its primary headquarters office located in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other foreign-based business.

**Joint Venture** means that one party to the joint venture is a DVBE and owns at least 51 percent of the joint venture. In the case of a joint venture formed for a single project this means that DVBE will receive at least 51 percent of the project dollars.

**Local Business** means a business that meets all of the following criteria:

- has an ongoing business within the boundary of the SCAQMD at the time of bid application.
- performs 90 percent of the work within SCAQMD’s jurisdiction.

**Minority-Owned Business Enterprise** means a business that meets all of the following criteria:

- is at least 51 percent owned by one or more minority persons or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons.
- is a business whose management and daily business operations are controlled or owned by one or more minority person.
- is a business which is a sole proprietorship, corporation, partnership, joint venture, an association, or a cooperative with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign business.

“Minority” person means a Black American, Hispanic American, Native American (including American Indian, Eskimo, Aleut, and Native Hawaiian), Asian-Indian American (including a person whose origins are from India, Pakistan, or Bangladesh), Asian-Pacific American (including a person whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, or Taiwan).

**Small Business Enterprise** means a business that meets the following criteria:

a. 1) an independently owned and operated business; 2) not dominant in its field of operation; 3) together with affiliates is either:

- A service, construction, or non-manufacturer with 100 or fewer employees, and average annual gross receipts of ten million dollars ($10,000,000) or less over the previous three years, or
- A manufacturer with 100 or fewer employees.

b. Manufacturer means a business that is both of the following:

1) Primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products.

**Small Business Joint Venture** means that one party to the joint venture is a Small Business and owns at least 51 percent of the joint venture. In the case of a joint venture formed for a single project this means that the Small Business will receive at least 51 percent of the project dollars.

**Women-Owned Business Enterprise** means a business that meets all of the following criteria:

- is at least 51 percent owned by one or more women or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more women.
- is a business whose management and daily business operations are controlled or owned by one or more women.
- is a business which is a sole proprietorship, corporation, partnership, or a joint venture, with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign business.
Form W-9

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):

☐ Individual/capital proprietor
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/Estate

☐ Limited liability company. Enter the tax classification (C, S corporation, P, partnership) here

☐ Other (see instructions) here

Address (number, street, and apt or suite no)

City, state, and ZIP code

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the “Name” line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see here to get a TIN on page 3.

Note, if the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN to the person requesting it (the requester) and, when applicable:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note, if a requester gives you a form other than Form W-9 to request your TIN, you must use the requester’s form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien,

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

• An estate (other than a foreign estate), or

• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners’ share of income from such business. Further, in certain cases, when a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of non-income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax continue for certain periods of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if he or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).
3. The IRS tells the requester that you furnished an incorrect TIN.
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax returns (but not reportable interest and dividends only).
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see Special rules for partnerships on page 1.

Updating Your Information
You must provide updated information to any person to whom you claimed to be an exempt payee if you no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you should advise the payor of a change in address or information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties
Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with respect to withholding, you are subject to a $5000 penalty

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name
If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity’s name on the “Name” line and business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner’s name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner’s name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on the “Business name/disregarded entity name” line. If the name of the disregarded entity is a foreign person, you must complete an appropriate Form W-9.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C Corporation or “S” for S Corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.
Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding, for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
2. The United States or any of its agencies or instrumentalities.
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.
6. Other payees that may be exempt from backup withholding include:
   A. A corporation.
   B. A foreign central bank of issue.
   C. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
   D. A futures commission merchant registered with the Commodity Futures Trading Commission.
   E. A real estate investment trust.
   F. An entity registered at all times during the tax year under the Investment Company Act of 1940.
   G. A common trust fund operated by a bank under section 584(a).
   H. A financial institution.
   I. A fiduciary.
   J. A business that is a "current" or "main" member of the investment community as a nominee or custodian, or
   K. A trust exempt from tax under section 664 or described in section 4047.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

<table>
<thead>
<tr>
<th>Type of Payment</th>
<th>Exempt Payee Requirements</th>
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<tbody>
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<td>Interest and dividend payments</td>
<td>All exempt payees except</td>
</tr>
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<td>Broker transactions</td>
<td></td>
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<tr>
<td>Extraordinary exchange transactions and payments</td>
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<tr>
<td>Payments over $500 required to be reported and direct sales over $5,000</td>
<td>Generally, exempt payees</td>
</tr>
</tbody>
</table>

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see "How to get a TIN" below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN. If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on page 2), enter the owner’s SSN (or EIN, if the owner has one). Do not enter the disregarded entity’s EIN. If the LLC is classified as a corporation or partnership, enter the entity’s EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see Exempt Payee on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester’s trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments, IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and SSN of:</th>
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<tbody>
<tr>
<td>1. Individual</td>
<td>The individual</td>
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<tr>
<td>2. Two or more individuals (joint account)</td>
<td>The actual owner of the account or, if combined funds, the first individual on the account *</td>
</tr>
<tr>
<td>3. Custodial account of a minor (Uniform Gifts to Minors Act)</td>
<td>The minor *</td>
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<td>4. The usual remarried savings trust account is also trust)</td>
<td>The grantor trustee *</td>
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<td>5. So-called trust account that is not a legal or valid trust under state law</td>
<td>The actual owner *</td>
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<tr>
<td>6. Sole proprietorship or disregarded entity owned by an individual</td>
<td>The owner *</td>
</tr>
<tr>
<td>7. Joint trust filing under Optional Form 1099-MFT Method 1 (see Regulations sections 1.671-1(b)(2)(x)(A))</td>
<td>The grantor</td>
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</table>

For this type of account: Give name and EIN of:

| 1. Disregarded entity not owned by an individual | The owner |
| 2. A valid trust, estate, or pension trust | Legal entity * |
| 3. Corporation or LLC declaring corporate status on Form 5500 or Form 2553 | The corporation |
| 4. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 5. Partnership or multi member LLC | The partnership |
| 6. A broker or registered nominee | The broker or nominee |
| 7. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or private that receives agricultural program payments | The public entity |
| 8. GST trust filing under the Form 1041 Filing Method 1 or Optional Form 1041 Filing Method 2 (see Regulations sections 1.671-1(b)(2)(x)(A)) | The trust |

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Note. If more than one name is listed, the certification is not valid unless the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:
- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-909-4486 or submit Form 14039.

For more information, see Publication 4557, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help for problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free email intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to appear legitimate and to steal personal information. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to obtain the user’s private information. The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@usdoj.gov or contact them at www.ftc.gov/idtheft or 1-877-438-1635.

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt or contributions you made to IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, regardless of the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to other states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3408, payers must generally withhold a percentage of interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.
Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them or commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property:

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

________________________________________________________________________
Typed Name & Title of Authorized Representative

________________________________________________________________________
Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49 (11-88)
CAMPAIGN CONTRIBUTIONS DISCLOSURE

California law prohibits a party, or an agent, from making campaign contributions to AQMD Governing Board Members or members/alternates of the Mobile Source Pollution Reduction Committee (MSRC) of $250 or more while their contract or permit is pending before the AQMD; and further prohibits a campaign contribution from being made for three (3) months following the date of the final decision by the Governing Board or the MSRC on a donor’s contract or permit. Gov’t Code §84308(d). For purposes of reaching the $250 limit, the campaign contributions of the bidder or contractor plus contributions by its parents, affiliates, and related companies of the contractor or bidder are added together. 2 C.C.R. §18438.5.

In addition, Board Members or members/alternates of the MSRC must abstain from voting on a contract or permit if they have received a campaign contribution from a party or participant to the proceeding, or agent, totaling $250 or more in the 12-month period prior to the consideration of the item by the Governing Board or the MSRC. Gov’t Code §84308(c). When abstaining, the Board Member or members/alternates of the MSRC must announce the source of the campaign contribution on the record. Id. The requirement to abstain is triggered by campaign contributions of $250 or more in total contributions of the bidder or contractor, plus any of its parent, subsidiary, or affiliated companies. 2 C.C.R. §18438.5.

In accordance with California law, bidders and contracting parties are required to disclose, at the time the application is filed, information relating to any campaign contributions made to Board Members or members/alternates of the MSRC, including: the name of the party making the contribution (which includes any parent, subsidiary or otherwise related business entity, as defined below), the amount of the contribution, and the date the contribution was made. 2 C.C.R. §18438.8(b).

The list of current AQMD Governing Board Members can be found at the AQMD website (www.aqmd.gov). The list of current MSRC members/alternates can be found at the MSRC website (http://www.cleantransportationfunding.org).

SECTION I. Please complete Section I.

Contractor: ____________________________________________________________

RFP #: P2013-07

List any parent, subsidiaries, or otherwise affiliated business entities of Contractor: (See definition below).

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

SECTION II

Has contractor and/or parent, subsidiary, or affiliated company, or agent thereof, made a campaign contribution(s) totaling $250 or more in the aggregate to a current member of the South Coast Air Quality Management Governing Board or members/alternates of the MSRC in the 12 months preceding the date of execution of this disclosure?

☐ Yes ☐ No

If YES, complete Section II below and then sign and date the form. If NO, sign and date below. Include this form with your submittal.
**Campaign Contributions Disclosure, continued:**

<table>
<thead>
<tr>
<th>Name of Contributor</th>
<th>Governing Board Member or MSRC Member/Alternate</th>
<th>Amount of Contribution</th>
<th>Date of Contribution</th>
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I declare the foregoing disclosures to be true and correct.

By: ________________________________

Title: ________________________________

Date: ________________________________
DEFINITIONS

Parent, Subsidiary, or Otherwise Related Business Entity.

(1) Parent subsidiary. A parent subsidiary relationship exists when one corporation directly or indirectly owns shares possessing more than 50 percent of the voting power of another corporation.

(2) Otherwise related business entity. Business entities, including corporations, partnerships, joint ventures and any other organizations and enterprises operated for profit, which do not have a parent subsidiary relationship are otherwise related if any one of the following three tests is met:

(A) One business entity has a controlling ownership interest in the other business entity.

(B) There is shared management and control between the entities. In determining whether there is shared management and control, consideration should be given to the following factors:
   (i) The same person or substantially the same person owns and manages the two entities;
   (ii) There are common or commingled funds or assets;
   (iii) The business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis;
   (iv) There is otherwise a regular and close working relationship between the entities; or

(C) A controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

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EXECUTIVE SUMMARY

In 2012, the South Coast Air Quality Management District (AQMD) contracted with Gomez Research to conduct a series of focus groups with Latino residents living in the AQMD service area. The purpose of the research was to inform a Latino outreach campaign designed to increase awareness about the causes and health effects of air pollution and to promote public behaviors that improve air quality. Findings will be used to identify the most effective strategies for motivating Latinos to change their behavior and to determine the optimal media outlets for communicating key messages.

The following report presents results from two focus groups conducted with low-income Latino residents living in areas with notably poor air quality. The first focus group was conducted with bilingual Latinos, between the ages of 18 and 35, born and educated in the United States, who consume both Spanish-language and English-language media. The second focus group was conducted in Spanish with Spanish-dominant Latinos, 50 years and older, born outside the United States, with low-educational attainment and dependent on Spanish-language media exclusively. Spanish-dominant participants were recruited from East Los Angeles and the surrounding communities of Commerce and Montebello. Bilingual participants were recruited from the city of San Bernardino.

The focus groups were conducted in the evening at professional focus group facilities in Riverside and Pasadena on Tuesday, September 4 and Wednesday, September 5, 2012. Focus group participants received an honorarium of $85 to thank them for their time and were given a light meal. AQMD Media Office and L&PA staff attended and observed both focus groups.

Key findings are summarized below, followed by recommendations.

Study Themes:

Overall Values and Concerns

- Findings suggest that regardless of age or primary language spoken, Latinos in the targeted communities are most concerned about financial security, including limited job opportunities, the rising cost of living, and Social Security.

- Health concerns were important to a minority of participants who were directly experiencing health problems, such as asthma. For most participants, however, concerns over health centered around the cost of health care and insurance.

- Environmental concerns were a lower priority for both demographic groups, particularly younger, bilingual participants.

- Younger Latinos were more likely than older participants to raise concerns about limited job opportunities, safety, and crime. Education
was also a higher priority among this demographic, specifically the quality of public secondary schools and the cost of higher education.

- Older, Spanish-dominant speakers were more likely than other participants to cite concerns over inflation and social security.

**Beliefs and Awareness about Air Pollution**

- Awareness regarding air pollution varied significantly by age. Older, Spanish-dominant Latinos were well informed about the causes and effects of air pollution and were more likely than younger participants to place a high importance on air quality.

- Findings suggest, however, that views regarding air quality can change when individuals are confronted with new information. When a young mother explained to the group how air pollution affects her daughter’s asthma, other participants became engaged, asked her questions, and several participants reiterated her point in agreement.

- While air quality is not a top concern among Latinos in these communities who are struggling with daily economic survival, results suggest that most are receptive to an environmental message—particularly when they are well informed about the causes, effects, and consequences of air pollution.

**Motivators and Barriers to Changing Behaviors**

- While participants are interested in protecting the environment, improved air quality does not appear to be a key driver of behavior for Latinos in these communities, particularly among younger, bilingual residents.

- Findings suggest that low-income Latinos would be responsive to programs that involve a financial incentive or rebate, such as programs to scrap an old vehicle for money or trade in a gas-powered lawn mower for a low-emission model. Participants described these programs as good financial opportunities/deals.

- Other calls to action that were popular included maintaining a used vehicle and—among younger, bilingual Latinos—joining **Conexiones Para Aire Limpio**.

- Many participants in the younger bilingual group expressed interest in carpooling as a way to save on gas and parking, but they acknowledged the difficulty of finding and coordinating with a carpool partner.
• The most significant barrier to participation for many call-to-action items was financial resources, such as funds to repair a vehicle or invest in new equipment.

• Reporting smoking and polluting vehicles was among the least popular activities. Many participants felt uncomfortable reporting people in their communities who might not have the money to make repairs. Some participants were concerned about reprisals. Participants were more comfortable reporting commercial trucks for violations.

• Buying a low-emission vehicle was also ranked low by participants, primarily because of the financial resources required to make the purchase but also because of concerns that low-emission vehicles are less reliable and/or unsafe.

• Participants in both groups reported that they would be interested in receiving daily air quality reports that are specific to their communities.

**Communication Channels**

• Findings suggest that the best communication channels for reaching the low-income Latino market are television, radio, and, for younger Latinos also text messages and social media. Participants reported watching television frequently at home, while using the radio in the car or at work.

• Younger Latinos were more likely to use their smart phones to access the Internet than they were to use a laptop or other computer. The majority of younger participants are involved in some type of social network, most frequently Facebook. Twitter was not widely used among study participants.

• Older, Spanish-dominant speakers were less likely to use the Internet, although they reported asking younger family members to search for information on their behalf.

• Print media does not appear to be an effective approach with either demographic. Focus group participants, regardless of age and language spoken, reported that they do not read newspapers or magazines on a regular basis.

**Recommendations based on findings:**

Based on these findings, we recommend the following to help guide the Latino outreach campaign:

• In educating people about the causes and effects of air pollution, consider using personal stories and testimonies. Even if a Latino
celebrity is used, study findings suggest that a “real story” will resonate best with this market.

- **Look for opportunities to develop and promote programs that include a financial incentive or rebate when reaching out to low-income Latinos.** Focus group participants were very responsive to the *Mow Down Pollution* program and the vehicle-scrapping program. In addition, the primary barrier preventing this market from acting responsibly is often financial constraints. For example, many participants supported the idea of maintaining their older vehicles but reported that they do not always have the money to make repairs.

- **In communicating with younger, bilingual Latinos, look for opportunities to create and/or leverage social networks, including the promotion of Conexiones Para Aire Limpio.** The majority of younger participants were involved in at least one social network and were interested in opportunities to connect with others.

- **Explore the feasibility of working with local colleges to coordinate and promote carpooling programs for students.** Unlike other residents, students were very interested in carpooling since they tend to have similar schedules, and parking costs are high.

- **Explore opportunities to provide Latinos with daily air quality reports specific to their neighborhood/community.** Participants in both groups expressed interest in receiving daily air quality reports. Younger Latinos were particularly interested in receiving reports via text message.

- **In selecting media outlets, consider focusing on television and radio over print media.**
INTRODUCTION

As part of an ongoing effort to raise public awareness regarding air quality and to promote public behaviors that reduce air pollution, the South Coast Air Management District (AQMD) will launch a six-month integrated marketing campaign in 2013 targeting low-income, Latino residents. The campaign aims to increase awareness of AQMD and its mission and to encourage Latinos, including those living in areas disproportionately affected by air pollution, to become personally involved in improving air quality in their communities.

To help guide campaign strategy, AQMD contracted with Gomez Research to conduct preliminary research with first generation, Spanish-dominant residents and second-generation Spanish-bilingual residents living in Los Angeles and San Bernardino counties. The purpose of the research was to identify the most effective messages for motivating Latinos to change their behavior and to determine the optimal media outlets for communicating with target markets.

METHODOLOGY

The following report presents results from two focus groups conducted with low-income Latino residents living in areas with notably poor air quality. The first focus group was conducted with bilingual Latinos, between the ages of 18 and 35, born and educated in the United States, who consume both Spanish-language and English-language media. The second focus group was conducted in Spanish with Spanish-dominant Latinos, 50 years and older, born outside the United States, with low-educational attainment and who depend on Spanish-language media exclusively. Spanish-dominant participants were recruited from East Los Angeles and the surrounding communities of Commerce and Montebello. Bilingual participants were recruited from the city of San Bernardino.

The focus groups were conducted in the evening at professional focus group facilities in Riverside and Pasadena on Tuesday, September 4 and Wednesday, September 5, 2012. Focus group participants received an honorarium of $85 to thank them for their time and were provided with a light meal. Each focus group lasted approximately one hour and 45 minutes. AQMD Media Office and L&PA staff attended and observed both focus groups.

Potential participants were screened to determine the area in which they lived, their ethnicity, primary language, and gender and asked if they would like to participate in a focus group. Interested individuals were provided with details regarding dates, times, directions and parking. Since attrition is expected in focus group recruitment, 12 participants were recruited for each group, resulting in a total of 10 participants attending each discussion. Both groups included men and women. For a complete demographic profile of participants, please see Appendix B.

Statements presented in this report regarding majority and minority opinions on particular topics are based not only on the frequency with which statements were made but also in how those responses were delivered, including the tone and emphasis of a statement, context, and whether the statement was prompted or unprompted.
DETAILED FINDINGS

The following section presents detailed findings for the focus groups, organized around the following topic areas:

- Overall values and concerns;
- Beliefs and awareness about air pollution;
- Motivators and barriers to responsible behavior; and,
- Communication channels.

Major trends are summarized under each heading, followed by any observed differences by age or primary language spoken.

Overall Values and Concerns

To better understand the values and concerns of Spanish-dominant and Spanish-bilingual residents, focus group participants were first asked to discuss their quality of life, including their top concerns.

Findings suggest that regardless of age or primary language spoken, Latinos in these communities are most concerned about financial security, including limited job opportunities, the increasing cost of living, and social security. Health concerns were important to a few participants who were directly experiencing health problems, including asthma. For most participants, however, concerns over health centered around the cost of health care and insurance. Environmental concerns were also a low-priority across both groups. Prior to prompting from the moderator, environmental concerns were not raised among younger, bilingual participants and only one participant in the Spanish-dominant group mentioned the environment when discussing quality-of-life issues.

Although these trends were consistent across both groups, differences were observed by age and language spoken. Younger, bilingual Latinos were more likely than older, Spanish-dominant speakers to stress limited job opportunities as well as safety and crime. Education was also a higher priority among this demographic, specifically the quality of public secondary schools and the cost of higher education. Older, Spanish-dominant speakers were more likely than younger participants to cite concerns over inflation and social security. (Only a few Spanish-dominant speakers mentioned job opportunities.)

Beliefs and Awareness Regarding Air Pollution

A key objective of the research was to understand the extent to which Latinos in these communities are aware of the causes and effects of air pollution and what priority they place on air quality. Focus group participants were asked how concerned they were about the quality of the air they breathe and how they think poor air quality might be affecting their health and the health of their families.

Awareness regarding air pollution varied significantly by age. Older, Spanish-dominant Latinos were well informed about the causes and effects of air pollution and were more likely than younger participants to place a high importance on air quality. Although participants across both groups could readily identify the most significant contributors to air pollution—including cars, trucks, aircraft, industry, power plants, and oil refiners—only older,
Spanish-dominant Latinos could name a variety of secondary causes, such as dry-cleaning and lawn mowers, without prompting. In addition, when naming the health effects of air pollution, younger, bilingual participants could only identify asthma and other respiratory problems, while older, Spanish-dominant speakers also named heart disease and cancer.

When asked where air pollution ranked among their general concerns, the older, Spanish-dominant speakers were more impassioned about the quality of the air, while younger participants were more passive in their support. The exception to this general pattern, however, was when a younger, bilingual mother of an asthmatic daughter shared her story about how the air quality affects her daughters’ health. Upon hearing her experiences, participants appeared to become sensitive to the issue, asked her questions, and expressed increased concern over the poor air quality.

Overall, findings suggest that while air quality is not a top concern among Latinos in these communities who are struggling with daily economic survival, they would like to see the air quality improved in their communities and are receptive to an environmental message—particularly when they are well informed about the causes, effects, and consequences of air pollution.
Motivators and Barriers to Changing Behaviors

After discussing their beliefs and concerns about air pollution, participants were asked to respond to a series of proposed behaviors that would help to mitigate air pollution in their communities. Participants were presented with ten call-to-action items and asked how likely they would be to participate in each. Overall, findings suggest that low-income Latinos would be most likely to perform action items that involve a financial incentive, such as programs to scrap an old vehicle for money or trade in a gas-powered lawn mower for a low-emission model. While participants were interested in protecting the environment, improved air quality does not appear to be a key driver of behavior for Latinos in these communities, particularly among the younger cohort. The most significant barrier to participation for many call-to-action items was financial resources, such as funds to repair a vehicle or invest in new equipment.

The most popular action items were maintaining an older vehicle, scrapping a used vehicle for cash, and trading in a gas-powered lawn mower for a low-emission model, and--among the younger participants--connecting to the social network, Conexiones Para Aire Limpio. Some younger participants also expressed moderate interest in carpooling and using low-emission paints. The least popular action items included purchasing a low-emission vehicle, reporting smoking vehicles, using transit, and converting a wood-burning fireplace. Detailed findings are presented in Table 1 and discussed below.

- Participants in both groups reported that they would be interested in maintaining their older vehicles, scrapping a used vehicle for cash, and trading in a gas-powered lawn mower for a low-emission model because doing so would save them money and/or was a good financial opportunity. Male participants were interested in the Mow Down Pollution program because it provides an opportunity to buy new, state-of-the-art equipment.

- Most barriers to participating in these activities were financial. The primary barrier to maintaining an older vehicle was funds to make repairs. Some participants were concerned that $1,000 incentive for scrapping an old vehicle was insufficient to replace the vehicle and suggested $4,000. Finally, participants with gas-powered lawn mowers who had purchased them cheaply were concerned with the out-of-pocket costs of buying a new, low-emission mode, even with the discount.

- Younger, bilingual Latinos were interested in the social network, Conexiones Para Aire Limpio because it provided them with the opportunity to connect with others. Most younger participants currently had Facebook accounts and participated in one or more online community. Older participants reported that they did not use the Internet.

1AQMD’s vehicle scrapping program does offer up to $4,000 for low-income individuals.
Younger participants, particularly students, were interested in carpooling and some had carpooled in the past. The motivators to carpooling included saving money on gas and parking. The primary barriers to carpooling were finding interested individuals and coordinating schedules and locations.

Several younger participants expressed interest in purchasing low-emission paints in order to cut down on toxic fumes and to protect the environment. When asked how much more they would be willing to pay per gallon, participants said “a few dollars.” In addition to cost, some participants were concerned that low-emission paints might peel off quickly, would be difficult to clean, or might exclude high-gloss finishes.

Buying a low-emission vehicle, while appealing, was largely dismissed by participants in both groups primarily because of the perceived high cost of a purchase and repairs. In addition, several participants said they thought hybrid vehicles were less reliable and that small cars were unsafe. Transit was not as popular.

Among the least popular activities were reporting smoking vehicles. Many participants felt uncomfortable reporting people in their communities who might not have the money to make repairs. Some participants also expressed concern regarding reprisals. Participants were more comfortable reporting commercial trucks for violations.

Few participants reported using public transportation, citing long wait times between vehicles, unreliable service, and the slow travel time.

None of the 20 focus group participants reported having a working fireplace that was in use.
Table 1: Feedback on Proposed Call to Action Items  
Younger/Bilingual and Older/Spanish Dominant Participants

<table>
<thead>
<tr>
<th>Call to Action</th>
<th>Interest Level</th>
<th>Motivators</th>
<th>Barriers/Concerns</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintain an older vehicle</td>
<td>High (both groups)</td>
<td>A well-maintained car saves money and is more reliable</td>
<td>Limited funds to make repairs</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Appeals more to men with responsibility for household vehicles</td>
<td></td>
</tr>
<tr>
<td>Scrap an old vehicle for $1,000</td>
<td>High (both groups)</td>
<td>Would love to have a new, working car</td>
<td>Limited funds to buy a new car. $1,000 is too low, suggested $4,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Incentive programs seems like a good deal/opportunity</td>
<td></td>
</tr>
<tr>
<td>Trade in gas powered lawn mower for discount on a low-emission model</td>
<td>High (both groups)</td>
<td>Like to have new/high-end equipment</td>
<td>Limited funds to invest</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Incentive programs seem like a good deal/opportunity</td>
<td>Concerns that new mower might lack “power/performance”</td>
</tr>
<tr>
<td>Conexiones Para Aire Limpio</td>
<td>High (younger/bilingual only)</td>
<td>Already involved in social networks, like to be connected and to be part of effort to improve their community</td>
<td>Don’t send too much information at once, too many calls to action, overwhelming</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Older, Spanish-dominant speakers not using the Internet</td>
</tr>
<tr>
<td>Near zero-emission paints</td>
<td>Moderate (younger, bilingual only)</td>
<td>Less fumes, less harmful to family</td>
<td>Will not last, not easy to clean, low quality</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Higher cost</td>
</tr>
<tr>
<td>Carpool</td>
<td>Moderate (younger bilingual)</td>
<td>Saves money on parking, gas</td>
<td>Not going to the same place</td>
</tr>
<tr>
<td>Report smoking vehicles</td>
<td>Low (both groups)</td>
<td>Could improve environment, more willing to do it with commercial vehicles</td>
<td>Feel like “a rat,” concerned about retaliation</td>
</tr>
<tr>
<td>Buy low emission vehicle</td>
<td>Low (both groups)</td>
<td>Nice to have a new car, nice to protect environment</td>
<td>No resources, believe new technology might have performance problems, small cars not as safe</td>
</tr>
<tr>
<td>Replace wood burning fire place</td>
<td>Low (both groups)</td>
<td>NA</td>
<td>Most don’t have fireplace. Those that do are not using it</td>
</tr>
<tr>
<td>Transit</td>
<td>Low (both groups)</td>
<td>Saves money</td>
<td>Transit is too slow. Transit is option when you have no vehicle.</td>
</tr>
</tbody>
</table>
Communication Channels

Finally, the study explored which communication channels might be effective in communicating air quality messages to bilingual and Spanish-dominant audiences. Focus group participants were asked if they would be interested in receiving daily air quality reports and, if so, how would they like to receive that and other information related to air pollution. The majority of participants in both groups reported that they would be interested in receiving air quality updates if the data were specific to their neighborhoods.

The most popular communication channels were television and radio and--for younger Latinos--text messages and social media. Participants reported watching television frequently at home and using the radio in the car or at work. Younger participants listen primarily to music stations on the radio, rather than news. Specific stations that were mentioned included K-LOVE (107.5 FM), Que Buena (105.5 FM), 99.1 FM, 93.9 FM, and 102.7 FM. Specific television stations included Univision (Channel 34), Spanish-language cable networks Galavision and Televisa, and Channel 5 KTLA. Very few participants from either group reported that they read newspapers or magazines on a regular basis.

Younger Latinos were more likely to use their smart phones to access the Internet than they were to use a laptop or other computer. The majority of younger participants reported that they participate in at least one social network, most frequently Facebook. Twitter was not widely used among study participants.

The majority of older, Spanish-dominant speakers reported that they did not use the Internet, although they reported asking younger family members to search for information on their behalf.

When asked if there were any celebrities they thought might make a good spokesperson for a public service announcement, participants in the Spanish-dominant group mentioned Teresa Quevedo (from Channel 34), Jorge Ramos, Maria Elena Salinas, and Vicente Fernandez. Younger, bilingual participants mentioned Leonardo DiCaprio, Cameron Diaz, and Edward James Olmos. It was also suggested that the best choice would be a celebrity “with asthma who can speak personally.”
CONCLUSIONS/RECOMMENDATIONS

Study findings suggest while many low-income Latinos must focus on their daily lives and economic survival, they care about the environment and are receptive to air quality messages. Findings indicate that outreach programs with financial incentives and rebates would be particularly effective in this market. Lack of financial resources was the number one barrier preventing individuals from repairing older vehicles, responding to rebate programs, and participating in other behaviors that improve air quality.

In addition, the research points to significant differences between the older, Spanish-dominant market and younger, bilingual Latinos. The study found that first generation Latinos are better informed about the causes and impacts of air pollution and place a higher priority on the environment compared to their younger cohort. Despite low awareness regarding air pollution, younger Latinos expressed determination to improve their lives and the lives of their children, particularly when confronted with personal stories from others about the devastating impact of air pollution on health. Finally, results suggest that social networks and other online media continue to be an increasingly important communication channel for reaching the younger Latino market.

Based on these findings, we recommend the following to help guide Latino outreach campaign:

- **In educating people about the causes and effects of air pollution, consider using personal stories and testimonies.** Even if a Latino celebrity is used, study findings suggest that a “real story” will resonate best with this market.

- **Look for opportunities to develop and promote programs that include a financial incentive or rebate when reaching out to low-income Latinos.** Focus group participants were very responsive to the Mow Down Pollution program and the vehicle-scrapping program. In addition, the primary barrier preventing this market from acting responsibly is often financial constraints. For example, many participants supported the idea of maintaining their older vehicles but reported that they do not always have the money to make repairs.

- **In communicating with younger, bilingual Latinos, look for opportunities to create and/or leverage social networks, including the promotion of Conexiones Para Aire Limpio.** The majority of younger participants were involved in at least one social network and were interested in opportunities to connect with others.

- **Explore the feasibility of working with local colleges to coordinate and promote carpooling programs for students.** Unlike other residents, students were very interested in carpooling since they tend to have similar schedules, and parking costs are high.
• Explore opportunities to provide Latinos with daily air quality reports specific to their neighborhood/community. Participants in both groups expressed interest in receiving daily air quality reports. Younger Latinos were particularly interested in receiving reports via text message.

• In selecting media outlets, consider focusing on television and radio over print media.
Appendix A: Moderator’s Guide
INTRODUCTION:
Good Afternoon. Thank you for coming. My name is ___________. I’m with an independent research firm hired by the South Coast Air Quality Management District (AQMD) to talk with you about the quality of the air where you live.

GROUND RULES:
Before we start the discussion, I want to go over a few things.

• We have colleagues from AQMD listening to this conversation and taking notes. We are also making an audio recording of the discussion so that we do not miss anything that you have to say.

• Everything is confidential. No one will know who said what. We don’t identify people by name in any of our reports.

• I want this to be a group discussion, so feel free to respond to me and other members in the group without waiting to be called on. However, for the sake of the note-takers, please let someone finish speaking before you begin.

• There are no right or wrong answers. You can disagree with each other, and you can change your mind. I would like you to feel comfortable saying what you think.

• The discussion will last approximately an hour and a half to two hours. There is a lot I want to discuss, so at times I may move us along a bit. You can leave to use the restroom at any time.

• Do you have any questions before we begin?

PARTICIPANT INTRODUCTIONS
1. Let’s start with a quick introduction. Tell us your first name and a little about yourself. I’ll start, my name is ____________...

OVERALL VALUES AND CONCERNS (up to 15 minutes)
2. When you think about your overall quality of life, what concerns do you have, if any? [Moderator: write comments on a flip chart.]

   Probe if needed:
   • Financial concerns
   • Health concerns (who/what)
   • Education
   • Crime and Safety

3. Of the items listed here, which ones are most important to you?
BELIEFS AND AWARENESS ABOUT AIR POLLUTION  

(up to 25 minutes)

4. What about air pollution? How concerned are you about the quality of the air that you breathe? (Probe: Where does air pollution rank among your concerns?)

5. How do you think air pollution might affect your health and the health of your family?

6. What causes air pollution? [Moderator: Write on flip chart]
   Probe if necessary:
   - Cars and trucks,
   - Trains and ships
   - Factories and businesses
   - Power plants and oil refineries
   - Paints and solvents
   - Wood-burning fireplaces
   - Lawn & garden equipment including gas-powered lawn mowers
   - Dry cleaning

MOTIVATORS AND BARRIERS TO RESPONSIBLE BEHAVIOR  

(up to 50 minutes)

7. AQMD put together a list of things that people can do to help reduce air pollution. I want to know which of these you would be most likely to try and why.

Here is the first one:

**If you have an older car, keep the car well maintained and in good working order**

Is that something you would consider doing?  
Probe: Why or Why not? (Identify the motivators and barriers)

[Moderator: Continue with each “action item”]

- Scrapping an old vehicle for about $1,000
- When you are ready to purchase a new car, buy a low-emission model
- Carpool or take transit instead of driving alone
- If you have a wood-burning fireplace, replace it with gas logs (AQMD has an incentive program offering up to $200 discount for the purchase of a gas-log set)
- If you use a gas-powered lawn mower at your home, replace it with a battery electric model. (AQMD sells cordless electric mowers at a deep discount each spring when you turn in a working, gas-powered mower.)
- Use near-zero emission paints
- Join AQMD’s Conexiones Para Aire Limpio (Social network, in Spanish, that connects residents to air quality updates, experts, and policy makers and notifies of community meetings)
- Report smoking vehicles or suspected air pollution violations by calling 1-800-CUT-SMOG, online at www.aqmd.gov or through AQMD’s iPhone app.
COMMUNICATION CHANNELS

(up to 10 minutes)

8. Would you be interested in getting daily information about the air quality in your neighborhood?
   Probe: Why or why not?

9. How would you like to get information about air quality?
   Probe (ask for specific names of media outlets):
   • In the newspaper?
   • On the radio?
   • On television?
   • On a website?
   • Through e-mail or text message?
   • Through Twitter or other social media?

CLOSING

(5 minutes)

10. Those are all the questions I have. Does anyone have something they would like to add?

    That concludes our discussion. Thank you all very much for your participation. I hope that this was an enjoyable experience. Have a good afternoon.
Appendix B:
Focus Group Participant Demographics
## Spanish Dominant/First Generation Focus Group Participants
**East Los Angeles, Commerce, and Montebello**  
**September 5, 2012 (n=10)**

<table>
<thead>
<tr>
<th>Gender</th>
<th>Age Range</th>
<th>Where born?</th>
<th>Language prefer to speak?</th>
<th>How well speak Spanish?</th>
<th>Language prefer to speak w/friends &amp; family?</th>
<th>Language prefer to read, listen to the radio, TV?</th>
<th>Household Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>F</td>
<td>50-64</td>
<td>Mexico</td>
<td>Spanish</td>
<td>Very Well</td>
<td>Spanish</td>
<td>Spanish</td>
<td>$30K</td>
</tr>
<tr>
<td>F</td>
<td>50-64</td>
<td>Mexico</td>
<td>Spanish</td>
<td>Very Well</td>
<td>Spanish</td>
<td>Spanish</td>
<td>$20K</td>
</tr>
<tr>
<td>F</td>
<td>50-64</td>
<td>Mexico</td>
<td>Spanish</td>
<td>Very Well</td>
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<td>Spanish</td>
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</tr>
<tr>
<td>F</td>
<td>50-64</td>
<td>Mexico</td>
<td>Spanish</td>
<td>Very Well</td>
<td>Spanish</td>
<td>Spanish</td>
<td>$15K</td>
</tr>
<tr>
<td>M</td>
<td>50-64</td>
<td>Mexico</td>
<td>Spanish</td>
<td>Very Well</td>
<td>Spanish</td>
<td>Spanish</td>
<td>Less than $15K</td>
</tr>
<tr>
<td>M</td>
<td>50-64</td>
<td>Mexico</td>
<td>Spanish</td>
<td>Very Well</td>
<td>Spanish</td>
<td>Spanish</td>
<td>$15K</td>
</tr>
<tr>
<td>M</td>
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<td>Spanish</td>
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<tr>
<td>M</td>
<td>50-64</td>
<td>Mexico</td>
<td>Spanish</td>
<td>Very Well</td>
<td>Spanish</td>
<td>Spanish</td>
<td>$10K</td>
</tr>
<tr>
<td>F</td>
<td>50-64</td>
<td>Central America</td>
<td>Spanish</td>
<td>Very Well</td>
<td>Spanish</td>
<td>Spanish</td>
<td>$25K</td>
</tr>
<tr>
<td>M</td>
<td>50-64</td>
<td>Mexico</td>
<td>Spanish</td>
<td>Very Well</td>
<td>Spanish</td>
<td>Spanish</td>
<td>$20K</td>
</tr>
<tr>
<td>Gender</td>
<td>English Language Proficiency</td>
<td>Spanish Language Proficiency</td>
<td>Language Preference</td>
<td>Age</td>
<td>Education</td>
<td>People in Household</td>
<td>Income</td>
</tr>
<tr>
<td>--------</td>
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<td>---------</td>
</tr>
<tr>
<td>M</td>
<td>Well</td>
<td>Very Well</td>
<td>Both Spanish &amp; English</td>
<td>25-35</td>
<td>HS Grad</td>
<td>Four or more</td>
<td>$20-$32K</td>
</tr>
<tr>
<td>F</td>
<td>Very Well</td>
<td>Very Well</td>
<td>English Mostly</td>
<td>25-35</td>
<td>Some college</td>
<td>Three</td>
<td>$10-$15K</td>
</tr>
<tr>
<td>F</td>
<td>Very Well</td>
<td>Very Well</td>
<td>English Mostly</td>
<td>18-24</td>
<td>Some College</td>
<td>One</td>
<td>$10-$15K</td>
</tr>
<tr>
<td>F</td>
<td>Very Well</td>
<td>Very Well</td>
<td>English Mostly</td>
<td>18-24</td>
<td>College Grad</td>
<td>Three</td>
<td>$20-$32K</td>
</tr>
<tr>
<td>F</td>
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<td>Very Well</td>
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