




**10. Approval as to Form (City Attorney):**

Service Order Form Approved by the Office of the City Attorney

(Maximum Service Order Compensation: \_\_\_\_\_)

(All other terms and conditions of the service order form are not altered.)

Approved as to Form:

  
Colleen Winchester (11/28/2021)  
Email: colleen.winchester@sanjoseca.gov

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

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(Sr.) Deputy City Attorney

**11. City Director Approval:**

  
Napp Fukuda (11/30/2021)  
Email: napp.fukuda@sanjoseca.gov

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

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## Attachment A: Tasks

The Consultant shall provide the services and deliverables set forth in this **Attachment A**. The Consultant shall provide all services and deliverables required by this **Attachment A** to the satisfaction of the City's contract manager.

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### General Description of Project for which Consultant will Provide Services:

Consultant will conduct environmental market research surveys to determine customer awareness of available services, knowledge of local environmental issues, community priorities in environmental areas, and satisfaction with the Environmental Services Department's ("ESD") programs and services. This performance measure data is gathered every two years for budget process reporting. The last performance measure survey was conducted in 2020.

The work by consultant will consist of four surveys.

#### Survey One: Commercial Garbage & Recycling Customer Survey

The purpose of this survey is to track the following performance measure: Percent of commercial facility customers rating recycling and garbage services as good or excellent, based on ease of system use, and lack of disruption

This performance measure will be assessed among commercial garbage and recycling customers in San José. It will be accomplished using a telephone survey of customers from a list provided by ESD. A random selection of 450 customers will be surveyed from this list, with a margin of error of plus or minus 4.6 percentage points. The average interview length will be approximately 12 minutes, and the survey will be conducted in English only. EMC anticipates receiving a customer list from ESD's Integrated Waste Management Division for this survey.

#### Survey Two: San José Resident Survey

The purpose of this survey is to track the following five performance measures:

1. Percent of San José residents in favor of using recycled water
2. Percent of San José garbage/recycling customers rating recycling and garbage service as good or excellent, based on ease of system use and lack of disruption (separate measures for SFD and MFD)
3. Percent of San José residents rating the City's job of providing information on how to recycle as good or excellent
4. Percent of San José residents who understand that any substances that get washed down the street end up in the Bay without treatment through the storm drain system
5. Percent of San José residents rating street sweeping services as good or better, based upon effectiveness and satisfaction with street appearance

These performance measures will be assessed among adult residents in San José. To ensure a diverse sample representative of residents, EMC will employ a mixed-mode approach, combining a telephone survey of listed households (both landlines and cell phones) with an online survey component. The survey link will be distributed via postcard to a random selection of households (whether or not they have listed telephone numbers) and recipients will be able to access the survey online or dial in to request to take the survey by telephone. All components of the survey will be multilingual (English, Spanish and Vietnamese) to ensure the survey is accessible to a diverse set of residents. The average interview length will be 15 minutes. Data from all modes will be combined and weighted as needed to reflect the diversity of San José's adult population, according to U.S. Census data.

### Survey Three: Recycled Water Customer Survey

The purpose of this project is to track the following performance measure: Percent of recycled water customers rating services as good or excellent, based on reliability, ease of system use, lack of disruption, water quality, and responsiveness

This performance measure will be assessed among customers of South Bay Water Recycling. This will be accomplished using an email survey of tributary-wide South Bay Water Recycling customers from a list provided by ESD. The average interview will take approximately 5 minutes, and the survey will be available in English only. EMC anticipates receiving a customer list from South Bay Recycling for this survey.

### Survey Four: Muni Water Customer Survey

The purpose of the project is to track the following five performance measures:

1. Percent of Muni Water Service customers rating services as good or excellent, based on reliability, ease of system use, lack of disruption, water quality, and responsiveness
2. Percent of Muni Water Service customer service requests handled within 24 hours
3. Percent of Muni Water Service customers demonstrating water conservation knowledge
4. Percent of Muni Water Service customers with water saving fixtures in their homes
5. Percent of Muni Water service customers demonstrating water conserving behaviors

These performance measures outlined will be assessed among residential and non-residential customers of the San José Municipal Water System. This will be accomplished using an email and telephone survey of Muni Water customers from a list provided by ESD. A total sample size of 1,500 interviews will be targeted, with an estimated 1,000 conducted by telephone and 500 conducted online. The final proportion will reflect the proportion of records with email addresses and those with phone but no email in the customer list delivered by Muni Water. The average interview length will be approximately 5 minutes, and the survey will be available in English, Spanish and Vietnamese. EMC anticipates receiving a customer list from Muni Water for this survey.

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#### **Task No. 1: Research existing information**

- A. **Services:** Review current performance measures, and past research methodologies and results
- B. **Deliverable:** Summary of existing information
- C. **Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:
  - On or before the following date: November 29, 2021.
  - On or before \_\_\_\_ Business Days from \_\_\_\_\_.

#### **Task No. 2: Kickoff meeting**

- A. **Services:** Meet with program staff to discuss research needs and structure
- B. **Deliverable:** In-person meeting
- C. **Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:
  - On or before the following date: December 10, 2021.
  - On or before \_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 3: Project design**

- A. **Services:** Develop survey methodology and questionnaire
- B. **Deliverable:** Draft and final sample plan and questionnaire
- C. **Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:
  - On or before the following date: December 17, 2021.
  - On or before \_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 4: Conduct research**

- A. **Services:** Telephone interviewing in English
- B. **Deliverable:** Regular updates on survey progress
- C. **Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:
  - On or before the following date: February 11, 2022.
  - On or before \_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 5: Data preparation**

- A. **Services:** Clean and weight data, code open-ended responses
- B. **Deliverable:** Notification when process is complete
- C. **Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:
  - On or before the following date: February 22, 2022.
  - On or before \_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 6: Data analysis**

- A. **Services:** Conduct data analysis, calculate Performance Measure outcomes
- B. **Deliverable:** Four survey topline (one for each survey), one Performance Measure summary memo
- C. **Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:
  - On or before the following date: February 25, 2022.
  - On or before \_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 7: Prepare report**

- A. Services:** Generate survey crosstabulations, prepare summary report of the research, including summary of findings, detailed research results, and recommendations
- B. Deliverable:** One Executive Summary Memo, survey crosstabulations, hard copies of the final reports (five reports will be produced: South Bay Water Recycling Program, Municipal Water System, IWM Commercial Program, IWM Residential Program, and Watershed Program); Presentation of report to interested parties
- C. Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:
  - On or before the following date: March 25, 2022.
  - On or before \_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 8: Ongoing consultation on use of survey results**

- A. Services:** Provide additional analysis and address questions as needed
- B. Deliverable:** Analysis as needed
- C. Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:
  - On or before the following date: August 31, 2022.
  - On or before \_\_\_\_ Business Days from \_\_\_\_\_.

## Attachment B: Terms and Conditions

1. **City's Contract Manager:** The City's contract manager for this Approved Service Order is:

Name: Aaron Kinney	Phone No.: 415-517-0836
Department: Environmental Services Department	E-mail: aaron.kinney@sanjoseca.gov
Address: 200 E. Santa Clara St., San Jose, CA 95113	

2. **Consultant's Contract Manager and Other Staffing:** Identified below are the following: (a) the Consultant's contract manager for this Approved Service Order, and (b) the Consultant(s) and/or employee(s) of the Consultant who will be principally responsible for providing the services and deliverables. ***If an individual identified below does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, and is required to file a Form 700, the Consultant must comply with the requirements of Subsection 17.2 of the Master Agreement, entitled "Filing Form 700."***

<b><u>Consultant's Contract Manager</u></b>		<b><u>Required to File Form 700?</u></b>		
		<b>Yes Already Filed (Date Filed)</b>	<b>Yes Need to File</b>	<b>No</b>
Name: Sara LaBatt, Principal	Phone No.: 510-550-8924			<b>X</b>
Address: 436 14 <sup>th</sup> Street, Suite 820, Oakland, CA 94612	E-mail: sara@emcresearch.com			
<b><u>Other Staffing</u></b>				
<b><u>Name:</u></b>	<b><u>Assignment:</u></b>			
1. Sara LaBatt	Principal			<b>X</b>
2. Ayse Toksaz	Senior Strategy Associate			<b>X</b>
3. Kevin White	Senior Strategy Associate			<b>X</b>

4. Greta Frost	Senior Strategy Associate			X
5. Sabrina Smith-Holmes	Strategy Associate			X
6. Derek Shan	Data Associate			X
7. Darius Fuller	Data Associate			X
8. Shani McElroy	Principal (Field Department)			X

3. **Subconsultants:** Whichever of the following is marked applies to this Approved Service Order:

- The Consultant can **not** use any subconsultants.
- The Consultant can use the following subconsultants to assist in providing the required services and deliverables:

<u>Subconsultant's Name</u>	<u>Area of Work</u>
1. KGS Research	Telephone Interviewing
2.	
3.	

4. **Reimbursable Expenses:** If the Compensation Table set forth in **Attachment C** of this Approved Service Order states that the City will reimburse the Consultant for expenses, then only the expenses identified in Subsection 10.5.3 of the Master Agreement are Reimbursable Expenses unless the following box is marked and additional reimbursable expenses are set forth:

- In addition to the expenses identified in Subsection 10.5.3 of the Master Agreement, the following expenses are Reimbursable Expenses:

<u>Additional Reimbursable Expense(s)</u>	<u>Mark-up</u>
1. _____	_____
2. _____	_____
3. _____	_____

**Notwithstanding the foregoing, any additional reimbursable expense(s) set forth in the above table will be disregarded if the Compensation Table states that the City will *not* reimburse the Consultant for any expenses.**



## Attachment C: Compensation Table

The City will compensate the Consultant for providing the services and deliverables set forth in **Attachment A** in accordance with this Compensation Table. This Compensation Table is subject to the terms and conditions set forth in the Master Agreement, including without limitation Section 10 of the Master Agreement.

Part 1 – Compensation for Services and Deliverables			
Column 1	Column 2	Column 3	Column 4
Task Nos. from Attachment A	Basis of Compensation	Invoice Period	Compensation
1	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input checked="" type="checkbox"/> Completion of Work	\$7,250
2	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input checked="" type="checkbox"/> Completion of Work	\$7,250
3	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input checked="" type="checkbox"/> Completion of Work	\$29,000
4	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input checked="" type="checkbox"/> Completion of Work	\$50,750
5	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input checked="" type="checkbox"/> Completion of Work	\$21,750
6	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input checked="" type="checkbox"/> Completion of Work	\$7,250
7	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input checked="" type="checkbox"/> Completion of Work	\$21,750
8	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input checked="" type="checkbox"/> Completion of Work	\$0
Part 2 – Reimbursable Expenses			
<input checked="" type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.		<input type="checkbox"/> Expenses are separately reimbursable in the maximum amount of: \$	
Part 3 – Subconsultant Costs			
<input checked="" type="checkbox"/> Subconsultant costs are <b>not</b> separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.		<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of: \$	
<b>Maximum Service Order Compensation</b> (sum of Parts 1 through 3):			\$

## Attachment D: Sub Consultant Schedule of Rates and Charges

KGS Research	
Description	Rate
Interviewer Rate	\$32.50 per hour