



## INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **GreatBlue Research**, a Connecticut corporation ("Contractor"), to be effective for all purposes June 30, 2021.

**WHEREAS** the County, through the Department of Public Utilities ("Department"), provides various public utility services within the county which includes the production and distribution of electricity, and potable water, collection and treatment of wastewater, and distribution of natural gas; and

**WHEREAS**, the Department's governing board adopted a strategic objective and long-term goal for the Department to measure and improve its customer satisfaction and engagement; and

**WHEREAS**, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the services and County issued Request for Proposals No. 21-31 (the "RFP") on December 17, 2020, requesting proposals for Customer Satisfaction Survey/Program, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated January 14, 2021 ("Contractor's Response"); and

**WHEREAS**, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

**WHEREAS**, the Board of Public Utilities approved this Agreement at a public meeting held on June 16, 2021; and

**WHEREAS**, the County Council approved this Agreement at a public meeting held on June 29, 2021; and

**WHEREAS**, Contractor shall provide the Services, as described below, to County.

**NOW, THEREFORE**, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

**SECTION A. SERVICES.** The overall scope of this Agreement is for the Contractor to develop and implement a customer satisfaction survey program that measures County Department of Public Utility ("Department") customer satisfaction and engagement and loyalty of the Department's customers using survey instruments to provide benchmarks comparisons to appropriate peer utility organizations and provide actionable recommendations to improve the Department's overall services to its customers. The following are the specific services ("Services") that will be provided by Contractor:

**1. Definitions.** The following are definitions used in this Agreement, unless otherwise noted:

- a) **“Voice of the Customer”** is the customers’ perception of the Department’s performance in the following areas:
  - i. Quality and Reliability which measures customers’ satisfaction with reliability and quality of all four (4) utility services.
  - ii. Price of service and the customers’ satisfaction regarding the price for all four (4) utility services both combined and individually.
  - iii. Billing and Payment services for and customer-based satisfaction related to Departmental interactions, Department website, and Department online services including billing and payment services.
  - iv. Corporate/Organizational Citizenship and customers’ satisfaction with the Department’s organizational citizenship which is how the Department responsibly manages not only its financial performance but also the environmental and social impacts as a community partner in the County and the region.
  - v. Communications and the customers’ satisfaction with regard to communication quality, timeliness, and method.
- b) **Customer Engagement** is the customer’s loyalty to the Department or the degree to which the customer would advocate the Department’s services over a peer utility company using a standard industry accepted methodology.
- c) **Customer Care** is the measure of the Department’s customers’ satisfaction of their transactional experience with Department’s employees’ (Customer Care Center and Field Crews) in the following areas:
  - i. job knowledge,
  - ii. courtesy,
  - iii. resolution of issue, and
  - iv. overall service provided.

**2. Project Kick-Off Meeting.**

- a) The Contractor shall, within thirty (30) calendar days from the Effective Date of this Agreement host a virtual meeting (1-2 hours) with the Department’s designated Project team. As part of the Project kick-off meeting, the parties shall:
  - i. Introduce and assign the Contractor’s Project Manager, Department Project Manager and other Contractor and Department team members.
  - ii. Establish a mutually agreed on project schedule including appropriate steps, timelines and milestones for the development and deployment of surveys, collection of data, presentation of executive briefings, receipt of written reports of findings, deliverable due dates, and communication protocols (“Project Schedule”).
  - iii. As part of the Project Kick-Off meeting, the Contractor and Department Project teams shall agree on the: a) work scopes for each survey instrument, questions, survey scales, b) measurement goals to capture the “Voice of the Customer,” “Customer Engagement” sentiments as well as transactional “Customer Care” experiences, each as defined herein, c) survey methodologies, d) data collection, e) benchmarking, f) reports and briefings, g) planning assumptions and project progression.

- iv. Contractor shall provide a written memorandum to the Department's Project Manager within ten (10) business days from the date of the kick-off meeting outlining the final Project Schedule and methods for performing the Services, which may include separate schedule for the General Survey and the Transactional Survey. The Project Schedule may be modified by mutual written agreement of the parties during the Term of this Agreement.
  - v. Identify the data file types and transfer methods for Department Project Staff to provide customer contact information (phone numbers, emails, transaction dates) and other information needed by Contractor in performance of this Agreement.
- b) Department Project Staff shall, as agreed to in the Project Kick-Off meeting, issue communications and outreach to the Department's customers in the form of press releases, emails and/or text messages to support the collection of customer responses.

3. **Survey Instruments:**

- a) Pursuant to the Project Schedule, Contractor shall design the first draft of the two survey instruments (General and Transactional) and provide the drafts to Department Project team. The Department Project team will review the initial drafts and provide comments and suggested edits to the Contractor pursuant to the Project Schedule. In accordance with the Project Schedule, Contractor shall finalize the survey instruments and provide discussion on what Department Project team recommendations were included or rejected. Upon the Department Project Manager approval, the Contractor shall conduct the two (2) surveys in accordance with this Agreement and Project Schedule.

b) **Survey Instrument: General Survey.**

- i. The Contractor shall develop and conduct an annual General Survey that assesses the "Voice of the Customer" ("VOC") and "Customer Engagement" for each year of the Term of this Agreement.
- ii. The General Survey shall be a maximum of forty (40) questions and shall not to exceed ten minutes in length for the customer response time and shall be deployed to:
  - (a) Appropriate sample of Department's residential customers (see SECTION A.4.a) at the time of the survey, and
  - (b) Appropriate sample of Department's commercial customers (see SECTION A.4.a) at the time of the survey.

c) **Survey Instrument: Transactional Surveys.**

- i. Contractor shall conduct a transactional survey once every three months per year, via digital survey of Department customers who have interacted with Department employees.
- ii. The survey shall be a maximum of fifteen (15) questions and answerable in five (5) minutes for the customers' response time.
- iii. Contractor in the digital survey shall measure Customer Care as defined herein.
- iv. Contractor shall quantify the factors that drive overall customer satisfaction and engagement among the Department's residential and business customers and compare Department's results to established relative performance of peer electric, natural gas, water, and wastewater utility companies in the United States in terms of how well they satisfy their residential and business customers.

- v. Contractor shall provide to the Department information that may be acted on by the Department by developing insights about the needs of its utility customers.
  - vi. Contractor shall review prior DPU performance results from 2005 and compare, where and if information is available for comparison, to show upward or downward trends in comparable areas of Voice of Customer and Customer Engagement. Comparisons shall be made for each year of the Term of this Agreement.
4. **Survey Sample Size.** The Contractor shall utilize the following in setting survey sample sizes:
- a) **Sample Size: General Survey**  
Contractor shall sample an adequate number of the Department's residential customers and commercial customers by conduct digital, telephone surveys, and possible yearly focus groups to ensure a minimum 95% confidence level with a +/- 5% confidence interval.
  - b) **Sample Size: Transactional Survey**
    - i. The sample size of Department customers which Contractor shall utilize in the Transactional Surveys shall be determined based on the pool of customers who have interacted with a Department employee and meet the agreed upon criteria established by the Department and Contractor Project teams at the Project Kick-Off meeting.
    - ii. The Department's Project Manager or designee will provide a digital survey link, or mailable document, to each customer meeting the agreed upon criteria.
    - iii. The Contractor shall use completed customer survey responses for the Transactional Survey.
5. **Survey Methodologies.** The Contractor shall utilize the following Survey Methodologies:
- a) **Digital Surveys-**  
Contractor will allow for unlimited number of completed digital surveys to be collected on the Contractor's web-based platform for both the Department's residential and commercial customers within the pre-determined timeframe established by the Department and Contractor project teams at the Project Kick-Off meeting.
    - i. **Digital Surveys: General Survey**  
For the General Survey, the Contractor will distribute the survey to the appropriate number of customers to achieve the sample size defined in A.3.a. for the Department's residential and commercial customers through its web-based survey platform. The Department will provide to the Contractor customer contact information such as telephone numbers, email addresses and other data as deemed necessary to allow Contractor to achieve appropriate sample sizes defined herein. The Department will work with Contractor, where necessary, to distribute the web-based survey link to its customers either through an email, SMS (text) message, press release, or social media.
    - ii. **Digital Surveys: Transactional Survey**  
The Contractor shall distribute the Transactional Survey as provided herein.
  - b) **Telephone Surveys: General Survey**  
Where online surveys do not meet the appropriate sample size, Contractor shall conduct telephone surveys through its in-house call-center to ensure that the per customer class

response meets the applicable sample size thresholds. Contractor shall not be responsible for conducting no more than 400 completed residential surveys and no more than 400 completed telephone surveys per year. Contractor shall attempt to call the customers up to three times.

- c) **Survey Platform** - Contractor shall provide the two survey methods to the Department for testing and approval, prior to full scale launch of the survey instruments. Contractor shall collect and capture data once through the Contractor's in-house call center and web-based survey platform which shall be accessible by the Department Project Team at any time. Contractor shall monitor completion rates and progress throughout the entire survey fielding process. Contractor shall provide regular status updates to the Department as agreed upon at kick-off meeting.

- d) **Focus Groups: General Survey**

The Department's Project Manager reserves the option to request the Contractor, for an additional Focus Group fee set forth in Exhibit A, to conduct a virtual focus group, no more than one per year of either the commercial customers or of the residential customers. Contractor shall schedule, select, and recruit between 8 and 10 appropriate customers. Contractor shall develop a guidebook for each focus group and moderate the group discussion with pre-determined questions and talking points as approved by the Project Manager. Contractor shall analyze the responses and provide a written report of findings to the Department within 10 business days after the Focus Group or as may be agreed upon by the Parties.

## 6. **Data Analysis and Compilation**

- a) Contractor shall prepare collected data for final reporting: compiling all data collected in a single, organized file based on Department specific goals utilizing Contractor's statistical software ("SPSS").
- b) Contractor shall review and clean all collected data and information to ensure accuracy of entire data set.
- c) Contractor shall classify all open-ended responses for purposes of quantifying and analyzing results to include in final reports and executive briefings.
- d) Contractor shall run cross tabulations and frequencies per specific goals and objectives of the study.
- e) Contractor shall provide raw data files to the Department's Project Team.
- f) Contractor shall review data, prepare an outline the report, and determine where the most important insights and actionable recommendations are based on the Contractor's review.
- g) Contractor shall provide to the Department's Project Team, as part of the Project, any and all: 1) research assistance and information; 2) unlimited data reports and cross tabulations; 3) maintenance of all data and unlimited access to data.
- h) Contractor shall provide data analysis for the General Survey within ten (10) business days upon completion of data collection, and data analysis for the Transactional Surveys within ten (10) business days upon completion of data collection for the quarter.

7. **Benchmarking**

- a) Contractor shall provide the Department with benchmarking and comparison data via its Public Power Data Source ("PPDS") to 3,000 residential public power customers.
- b) Contractor shall also benchmark Department's survey results with Contractor's pool of research data for residential customers and their electric, water, and gas services to non-specific utilities with information such as utility size, type, and geographic region information.
- c) Contractor shall benchmark Department's survey results for wastewater or sewer services using a methodology agreed to by the Department and Contractor Project teams at the Project Kick-Off meeting.

8. **Final Deliverables.** Contractor shall, pursuant to the Project Schedule, deliver to the County the following:

- a) **General Survey Instrument** as described in SECTION A.3.b.
- b) **Transaction Survey Instrument** as described in SECTION A.3.c.
- c) **Reports of Findings: General Survey**
  - i. Contractor shall provide to the Department a full report on an annual basis for the General Survey within ten business days upon completion of data analysis.
  - ii. Contractor shall include in the annual report key comparisons per question, metrics, graphics, actionable recommendations as they relate to the categories for the VOC: Quality and Reliability, Price, Billing and Payment, Organizational Citizenship, and Communications (set forth in A.1.a.); and Customer Engagement and Loyalty (set forth in A.1.b.).
  - iii. Each report prepared by the Contractor shall also include:
    - (1) Respondent overview;
    - (2) Methodology;
    - (3) Key findings;
    - (4) Benchmarking data as described in SECTION A.7;
    - (5) All respondent data by question;
    - (6) Comparison data from previous research findings for tracking purposes; and
    - (7) Overarching themes, opportunities, and gaps to be addressed through considerations.
- d) **Reports of Finding: Transactional Survey**
  - i. Contractor shall provide automated reports of the Transactional Survey to the Department on a quarterly basis within ten business days upon completion of data analysis for the quarter.
  - ii. Contractor shall ensure that automated reports include key comparisons per question, metrics, graphics, actionable recommendations as they relate to the Customer Care: job knowledge, courtesy, resolution of issue, and overall service provided (set forth in A.1.c.).
  - iii. Each automated report generated from Contractor's survey platform shall also include:
    - (1) Respondent overview;
    - (2) Methodology;
    - (3) Key findings;



- (4) Benchmarking data as described in SECTION A.6;
- (5) All respondent data by question;
- (6) Comparison data from previous research findings for tracking purposes; and
- (7) Overarching themes, opportunities, and gaps to be addressed through considerations.

e) **Executive Briefings**

Contractor shall provide a minimum of one executive briefing per year of each year's final reports' findings to the Department Project team. Contractor shall focus on providing the Department's management with insights including strategic recommendations, study results, recommended ongoing best practices, and analyses of high performing peer utilities. Department Project Manager may request the Contractor to also present executive briefings to the Board of Public Utilities, County Council and/or other key stakeholders all included in the Project Fee. Executive briefing(s) will be onsite and in-person, unless otherwise agreed to by the Department Project Manager and Contractor Project Manager to conduct briefing(s) virtually. Contractor shall be reimbursed travel costs, as found in Exhibit "A" ("Reimbursable"), for any travel related to in-person presentation(s).

f) **Calculator and Simulator**

Contractor shall design a calculator at the completion of the data collection for the General Survey that shall assist the Department Project team with identifying improvement opportunities to adapt to different scenarios depending on the various inputs. In addition to the calculator, Contractor shall also design a simulator to work together with the calculator that shall create cause and effect models to continually improve customer service. Both tools shall be created in an Excel™ spreadsheet and made available to the Department at the time of the first final report and will be accessible to the Department at any time thereafter through an online dashboard. The Excel spreadsheet shall permit the Department to manipulate the metrics for key demographic groups and/or home in on specific question(s) using cross-tabulation survey results and rolling results into average index numbers to determine how changes to these results positively or negatively impact the overall customer satisfaction scores which shall assist the Department to strategically focus resources and target specific customer demographics to improve overall customer satisfaction results in areas it deems most important.

**SECTION B. TERM:** The term of this Agreement shall commence June 30, 2021 and shall continue through June 29, 2028, unless sooner terminated, as provided herein.

**SECTION C. COMPENSATION:**

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed THREE HUNDRED TWENTY- NINE THOUSAND DOLLARS (\$329,000.00 US), which amount does not include applicable New Mexico gross receipts taxes ("NMGR") or reimbursable travel expenses. Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
2. **Invoices.** Contractor shall submit itemized invoices to County's Project Manager in accordance with Exhibit A showing amount of compensation due, amount of any NMGR,

and total amount payable. Payment of undisputed amounts shall be due and payable fifteen (15) days after County's receipt of the invoice.

**SECTION D. TAXES:** Contractor shall be solely responsible for timely and correctly billing, collecting, and remitting all NMGRS levied on the amounts payable under this Agreement.

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

**SECTION F. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

**SECTION G. DELIVERABLES AND USE OF DOCUMENTS:** All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

**SECTION H. EMPLOYEES AND SUB-CONTRACTORS:** Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

**SECTION I. INSURANCE:** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay



compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

**SECTION J. RECORDS:** Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

**SECTION K. APPLICABLE LAW:** Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

**SECTION L. NON-DISCRIMINATION:** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

**SECTION M. INDEMNITY:** Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

**SECTION N. FORCE MAJEURE:** Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

**SECTION O. NON-ASSIGNMENT:** Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

**SECTION P. LICENSES:** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

**SECTION Q. PROHIBITED INTERESTS:** Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

**SECTION R. TERMINATION:**

1. **Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

**SECTION S. NOTICE:** Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Project Manager  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 130  
Los Alamos, New Mexico 87544

Contractor:

Brady Lee  
GreatBlue Research, Inc.  
20 Western Boulevard, First Floor  
Glastonbury, Connecticut 06033

**SECTION T. INVALIDITY OF PRIOR AGREEMENTS:** This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

**SECTION U. NO IMPLIED WAIVERS:** The failure of the County to enforce any provision of this Agreement is not a waiver by the County of the provisions or of the right thereafter to enforce any provision(s).

**SECTION V. SEVERABILITY:** If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language enforceable; and (ii) all other provisions of this Agreement shall remain in effect.

**SECTION W. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

**SECTION X. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES:** Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

**SECTION Y. DUPLICATE ORIGINAL DOCUMENTS:** This document may be executed in two (2) counterparts, each of which shall be deemed an original.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**NAOMI D. MAESTAS**  
**COUNTY CLERK**

BY: \_\_\_\_\_  
**PHILO S. SHELTON, III, P.E.** **DATE**  
**UTILITIES MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

**GREATBLUE RESEARCH, INC. A CONNECTICUT CORPORATION**

BY: \_\_\_\_\_  
**MICHAEL VIGEANT** **DATE**  
**CEO**

**Exhibit "A"**  
**Compensation Rate Schedule**  
**AGR21-31**

<b>COST CATEGORY</b>		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>
<b>1. Project Fee</b>	Project Management & Kick-Off meeting	\$39,500.00						
	Design, Development & Programming of Survey Instruments (General & Transactional)							
	Data Collection Annual Study (General Survey)							
	Data Collection Quarterly Study (Transactional Survey)							
	Data Analysis & Reporting (1 written annual report – General Survey; 4 automated reports – Transactional Survey)		\$39,000.00	\$38,500.00	\$38,000.00	\$37,500.00	\$37,000.00	\$36,500.00
	Custom Calculator & Simulator Development							
	Executive Briefing(s) - a minimum of one per year, to be conducted onsite, unless otherwise agreed to by Department Project Manager and Contractors Project Manager,							
2. Focus Group		\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
3. Travel Reimbursement (billed at cost, not to exceed \$1500)		\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
<b>TOTAL Not to Exceed</b>		<b>\$48,500.00</b>	<b>\$48,000.00</b>	<b>\$47,500.00</b>	<b>\$47,000.00</b>	<b>\$46,500.00</b>	<b>\$46,000.00</b>	<b>\$45,500.00</b>

**Notes and Additional Payment Terms:**

1. Payment terms are Net 15 days.
2. PROJECT FEE: Contractor shall bill the Department for services rendered as follows:
  - a. Year 1: Contractor shall bill the Department in an amount of \$13,825.00 after the Project Kick-Off Meeting and upon delivery to the Department the memorandum summarizing the agreed upon project schedule and project details as described herein. Contractor shall issue to the Department: a second bill in the amount of \$17,775 after data collection for the annual General Survey, and a final bill for the remaining year one project fee in the amount of \$7,900 upon delivery of the written report of findings for the General Survey.
  - b. Years 2 – 7: Contractor shall bill the Department an amount equal to 25% of the corresponding yearly Project Fee upon delivery to the Department the quarterly transactional survey (generated every three months).

3. FOCUS GROUP FEE:

- a. Focus Group: Upon the Department Project Manager's written request to Contractor's Project team to conduct a Focus Group, Contractor shall bill the Department in an amount equal to 50% or \$3,750 of the annual Focus Group fee. The balance of the Focus Group fee shall be billed by the Contractor to the Department after the Focus Group has been conducted and findings shared with the Department.

4. TRAVEL REIMBURSEMENT:

- a. Travel for Contractor in-person presentations (once per year) shall be reimbursed at actual cost and will not exceed \$1,500 per trip. Copies of all travel expenses must accompany invoices submitted to County and shall only include the following:
  1. The most economical means of transportation shall be used, commercial airlines coach fare rates;
  2. Business-related tolls and parking fees;
  3. Rental car, taxi service or shuttle services;
  4. Mileage shall be reimbursed at the standard mileage rate for business miles driven as established from time to time by the Internal Revenue Service;
  5. Hotel or motel lodging;
  6. Meals, per Los Alamos County Travel Policy, currently \$60.00 per diem daily;
  7. Internet connectivity charges;
  8. Any other reasonable costs directly associated with conducting business with County.
  9. If reimbursement for lodging or airfare is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and non-reimbursable.
- b. Travel Expenses that will not be reimbursed are as follows:
  1. Entertainment; in-room movies, games, etc. and
  2. Alcoholic beverages, mini bar refreshments or tobacco products.