

REQUEST FOR PURCHASE IN EXCESS OF \$20,000/CHANGE ORDER



To: Mayor and Council Members

From: Jennifer Bennerotte, Communications & Technology Services
Director

Date: April 16, 2013

Subject: 2013 Quality of Life Survey

Agenda Item #: IV.D.

The Recommended Bid is

Within Budget

Not Within Budget

Date Bid Opened or Quote Received:

Bid or Expiration Date:

Company:
Decision Resources

Amount of Quote or Bid:
\$26,000

Recommended Quote or Bid:

Decision Resources

General Information:

Staff has been directed to complete a Quality of Life, or public opinion, survey every two years to measure residents' satisfaction with City services and facilities and to gauge interest on various topics.

Staff has been working with Decision Resources, Limited, the leading public opinion research firm for area municipalities and school districts, to develop the 2013 survey. To measure change, many of the questions asked in 2011 will be asked again in 2013. Most of the new questions focus on the City's image, capital needs and redevelopment activities. A representative sample of 400 residents would be interviewed via telephone as part of the project.

The proposed 180-question survey will cost \$26,000, half of which is due before the interviews can be completed. The balance will be paid once the City receives the results of the survey. Each additional question would cost \$135. In anticipation of its work on a parks master plan, the Park Board has asked that five more questions be added to the survey. The Parks & Recreation Department will cover the cost of the additional questions.

In 2011, the City paid \$24,000 for a 156-question survey.

If approved, Decision Resources hopes to begin survey work April 29 and complete its report by the end of May.

AGREEMENT

PREAMBLE

Whereas, Decision Resources, Limited, (hereinafter referred to as DRL) offers its services to organizations in the public and private sectors for the purpose of conducting market research by telephone survey to ascertain such information as may be requested by its clients, and

Whereas, the City of Edina (hereinafter referred to as CLIENT) wishes to employ DRL (as an independent contractor) for the above stated purpose, DRL and CLIENT agree to the following terms, conditions, and fees governing such employment.

SERVICES

- (A.) DRL shall conduct a telephone survey: the sample size of which shall be 400 residents of the City of Edina.
- (B.) DRL will submit the questionnaire for the survey to CLIENT for its approval prior to the commencement of interviews. The specific details of the survey as to timing, questionnaire content, and population sample to be surveyed (except as otherwise specified in paragraph A) shall be mutually agreed upon by the parties as circumstances may require. In the event the parties fail to agree, CLIENT shall have the final authority to determine the subject matter content of the survey, while DRL shall have final authority to determine the specific wording of questions on the questionnaire and the specific individuals within the given population to be sampled. DRL shall not be obligated to ask questions of persons interviewed in addition to those questions included on the approved questionnaire or to provide data or interpretations with respect to topics or issues not covered by the questionnaire. DRL will proceed with a survey only after it receives notice of CLIENT's approval of the questionnaire.
- (C.) The survey shall be commenced as soon as is practicable following:
 - (1) Approval of the questionnaire by CLIENT, and
 - (2) Down payment of one-half the total survey cost is paid.

- (D.) Upon payment of all fees due to date, DRL shall furnish to CLIENT a written report of the survey results including interpretations which may be reasonably drawn there from. At that time, CLIENT, in consultation with DRL, will schedule meetings for the presentation and discussion of these results. Further time commitments of DRL personnel deemed needed by CLIENT shall be billed upon a mutually agreed-to hourly basis prior to their execution.

FEES

- (A.) CLIENT shall remit to DRL fees in the amounts, at the times, and in the manner specified hereunder: The fee shall be \$26,000.00 for a 180 question survey. Each additional question would be \$135.00. Half of the total cost will be due before fieldwork; the remaining half is due upon delivery of the final report.
- (B.) All fees due under this agreement shall be payable by ordinary check, except that DRL reserves the right to require payment by certified check, after having given CLIENT three days notice of such requirement.

PROPRIETARY RIGHTS AND DISCLOSURE

The written report required under Section II (D.) shall become the sole property of CLIENT after payment to DRL of the TOTAL AMOUNT required in Section III. The survey questionnaires and replies and all related data, materials, and information shall remain the property of DRL. DRL agrees not to divulge or use for any purpose, including but not limited to advertising and public relations, the information obtained in the survey without the written consent of CLIENT; provided, however, if the data or results of the survey are directly or indirectly made public by CLIENT or anyone else, DRL may make public the following information: the population from which the sample was taken, the method of obtaining the interviews, including the size and design of the sample, and the basis of the data if the sample is less than the total sample, the dates and times when the interviews were conducted, the exact wording of questions asked and the client's name. CLIENT agrees that if it or anyone else acting on its behalf wishes to release in whole or in part to the public by press release, speech, or otherwise, the data or results of the survey or contents of the written report, that CLIENT or such other person will first notify DRL

in writing, and that there will be also stated in the release, speech, or otherwise, that the survey was done by DECISION RESOURCES, LIMITED, OF MINNEAPOLIS, MINNESOTA. CLIENT further understands and agrees that the names and addresses of interviewers used by DRL and the names and/or addresses of persons sampled are confidential and will not be made available to CLIENT.

EXCLUSION OF WARRANTIES

DRL agrees to utilize its best efforts to insure the accuracy of any survey by it pursuant to this Agreement. However, it is specifically understood and agreed that nothing in this Agreement, or any survey or written report furnished under Section II (D.), shall be considered as either a prediction or guarantee of the results of any election or the outcome of any event, and any representations or warranties, express or implied, to that effect are hereby excluded. In addition, DRL shall not be responsible or liable for any failure by it to conduct any survey or render any written report if such failure results from labor disturbances, fires, floods, wars, riots, civil disturbances, and other events beyond the control of DRL.

MODIFICATIONS

Modifications of this Agreement shall not be enforceable unless in writing and signed by the party to be charged. Neither parties' waiver of any rights due him/her under this Agreement shall have the effect of waiving other or subsequent rights due hereunder.

MISCELLANEOUS

- (A.) This Agreement merges and supersedes all other agreements, verbal and written, between the parties and represents all agreements between them and binds their administrators, heirs, successors, and assignees.
- (B.) Any provision of this Agreement which may be held unenforceable shall be severable and the balance of the Agreement enforced.
- (C.) CLIENT agrees that it shall comply with all laws respecting disclosure of this

Agreement.

- (D.) DRL reserves the right to use the findings from this survey in anonymous form as to the specific population and client for purposes of aggregate and comparative analyses to be made available to other clients of DRL or publications.
- (E.) This agreement may be subject to amendment based upon the mutual consent of both parties.
- (F.) DRL shall indemnify and hold harmless the CLIENT and its agents and employees from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising directly or indirectly out of this project.

 In witness whereof, the parties affix their signature on this 10th day of April, 2013.

DECISION RESOURCES, LTD.

By:

Client

PRESIDENT

Position