

Department of Natural Resources and Environmental Control

CONTRACT FOR PROFESSIONAL SERVICES

State Funds & Federal Funds

THIS CONTRACT, is made by **RESPONSIVE MANAGEMENT, INC** "CONTRACTOR" and the Department of Natural Resources and Environmental Control, Division of Parks and Recreation "DIVISION", as follows:

1. Service Contract

DIVISION agrees to pay CONTRACTOR and CONTRACTOR agrees to perform certain technical or professional services.

2. Scope of Services

The purpose of this Contract for Professional Services is to conduct a telephone survey of Delaware residents for the DIVISION to assess participation, lifestyles, patterns, and trends related to outdoor recreation activities. Specifically, the survey will be designed to 1) gauge public demand for and satisfaction with outdoor recreation activities and facilities; 2) identify outdoor recreation trends; and 3) provide key research for the DIVISION to project outdoor recreation facility needs. Public trends, facility needs and projections are core elements of the State Comprehensive Outdoor Recreation Plan (SCORP) – the state's five-year outdoor recreation facility investment plan.

Nemours Health and Prevention Services "NEMOURS" is partnering with the DIVISION providing technical support for the development of the survey instrument as well as financial support for the over-sampling costs of the five municipalities outlined below.

The CONTRACTOR will complete the following tasks:

TASK SUMMARY

1. Plan, design, and computer code the survey based on modifications to the 2008 SCORP survey instrument. The CONTRACTOR, the DIVISION and NEMOURS will collaboratively design the survey instrument. The CONTRACTOR will pretest the survey instrument and recommend revisions for logic, wording, and clarification.
2. Administer a telephone survey to at least 2,150 Delaware residents, age 16 and older, with representative samples from among the five planning regions (North New Castle County, South New Castle County, Kent County, East Sussex County, and West Sussex County) and over-sampling in Wilmington, Newark, Dover, Milford, and Seaford.
3. Fully analyze data and interpret findings and create graphs to correspond to each question for easy review and visual display of survey data.
4. Submit a final report of the survey results including an analysis of overall findings, regional and municipal breakdowns, and trends analyses for comparison with 2002 and 2008 SCORP results.

TASK DETAILS

TASK 1: DEVELOP AND PRETEST SURVEY INSTRUMENT

- The CONTRACTOR will work collaboratively with the DIVISION and NEMOURS to design a survey that will assess residents' participation, lifestyles, patterns, and trends related to outdoor recreation activities in Delaware. The final survey instrument will reflect the goals and objectives of the DIVISION and will incorporate modifications and revisions to the 2008 SCORP survey instrument.
- The survey will be designed so that telephone interviews will take approximately 15 minutes to complete, and the CONTRACTOR will provide a final list of questions for approval by the DIVISION and NEMOURS.
- Upon approval, the CONTRACTOR will pretest the survey instrument and recommend revisions if necessary.
- Final approval of the methodology and survey instrument will be given by the DIVISION, in partnership with NEMOURS, prior to survey implementation.

TASK 2: ADMINISTER SURVEY

- The CONTRACTOR will complete at least 2,150 telephone interviews with Delaware residents, age 16 and older. Random selection of the sample will be obtained from among the five planning regions (North New Castle County, South New Castle County, Kent County, East Sussex County, and West Sussex County) and over-sampling in Wilmington, Newark, Dover, Milford, and Seaford. The survey sample will be a proportionate size for meaningful results at the statewide, regional, and municipal levels
- The survey will include 380 completed interviews from each planning region and 50 additional interviews from each of the five municipalities.
- The sample size will be large enough to allow accurate data analyses at the 95% confidence level and a sampling error that will not exceed plus or minus 2.11 percentage points on a statewide basis.
- The CONTRACTOR will provide an interim status report on survey implementation.
- Random digit dialing (RDD) will be used. The RDD telephone survey methodology is the best and most accurate methodology available for gathering data representative of the general population and will ensure that each state resident has an equal chance of being selected for general population studies.
- The CONTRACTOR will conduct the telephone interviews and enter responses using Questionnaire Programming Language 4.1 (QPL), which is a comprehensive system for computer-assisted telephone interviewing (CATI) that provides complete capabilities for designing, administering, and managing telephone-based research operations.
- Interviews will be conducted Monday through Friday from 9:00 a.m. to 9:00 p.m., Saturday from 10:00 a.m. to 4:00 p.m., and Sunday 3:00 p.m. to 9:00 p.m., local time. A seven-callback design, placed at different times of the day and different days of the week, will be used to maintain the representativeness of the sample, avoid bias toward people easy-to-reach by telephone, and provide an equal opportunity for all to participate.

TASK 3: ANALYZE DATA

- The CONTRACTOR, the DIVISION, and NEMOURS will work collaboratively to determine the findings that will be included in the final survey report.
- All survey data will be processed and analyzed using SPSS for Windows software and proprietary software developed by the CONTRACTOR. Data processing and analysis will include coding, cleaning of data, preparing of the straight tabulations and printouts.
- The CONTRACTOR will create graphs showing differences among regions and municipalities. All data will be available in both hard copy and on CD in SPSS or Excel formats.
- Descriptive analysis will be used to describe attitudes, perceptions, opinions, and characteristics and summarized in graphs and tables.
- Inferential analysis will be used to describe the relationships and differences among attitudes, perceptions, opinions, and characteristics being measured.
- The CONTRACTOR will provide an interim status report on data analysis.
- The CONTRACTOR will make data comparisons with findings from Delaware's 2002 and 2008 SCORP report. The analysis will identify the trends and implications of changes in Delawareans' behaviors, patterns, and participation in outdoor recreation activities.
- The findings of this study will be reported at the 95% confidence level with a margin of error of at most plus or minus 2.11 percentage points for the entire sample.

TASK 4: FINAL REPORT

- The CONTRACTOR will provide a detailed report outlining the results of the survey and survey findings designed to assess participation, lifestyles, patterns, and trends related to outdoor recreation activities of State of Delaware residents, with particular focus on the state's five planning regions and municipalities in Task 2. The results will provide key research to help the DIVISION project facility needs for the delivery of outdoor recreational opportunities that most directly meet public priorities and to assist in the development of the State Comprehensive Outdoor Recreation Plan (SCORP).

- The final report will include an Executive Summary with a “bullet” narrative of key findings and a brief description of methodology; an introduction; survey methodology, including a discussion of data analysis and statistical procedures; a tabular data report, including survey graphs and tables; frequency distributions for all questions; trends analysis with the 2002 and 2008 survey conducted for the state; regional breakdowns of data; and cross tabulations.
- The final report will be delivered to the DIVISION by no later than August 31, 2011.

3. Data Furnished to CONTRACTOR.

DIVISION shall furnish all information necessary for the execution of the work to CONTRACTOR, including the SCORP planning and municipal regions, modifications to the 2008 SCORP survey instrument and other information as necessary, without charge by DIVISION, and DIVISION shall reasonably cooperate with CONTRACTOR in carrying out the work.

4. Personnel

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract.
- B. CONTRACTOR, or persons under CONTRACTOR'S supervision, shall perform all of the services required by this Contract, and all personnel engaged in the work shall be fully qualified and shall be authorized to perform such services.
- C. CONTRACTOR shall not subcontract any of the work or services covered by this Contract without the prior written approval of DIVISION.

5. Time of Performance

The services of CONTRACTOR are to commence as soon as practicable after the execution of this Contract and shall be undertaken in such sequence as to assure their expeditious completion in the light of the purposes of this Contract, but in any event all of the services required by this CONTRACT shall be completed no later than Sept 15th, 2011. Time is of the essence in this Contract.

6. Total Cost and Compensation

- A. It is agreed that the total cost for the services provided under this Contract shall not exceed \$56,000.59.
- B. CONTRACTOR is responsible for costs incurred in excess of the total cost of this Contract and DIVISION is not liable for such costs.

7. Condition Precedent

The rights and obligations of each party to this Contract are not effective and no party is bound by the terms of this Contract unless and until a valid executed purchase order is approved by the Secretary of Finance and received by CONTRACTOR. The rights and obligations of DIVISION under this Contract are limited to the amount of any approved purchase order.

8. Obligations and Payment

- A. The obligations of the DIVISION under this Contract shall be subject to the receipt of sufficient funds appropriated by the General Assembly and the obligations of the DIVISION are limited to the amount of such appropriation.
- B. A first payment, in the amount of \$28,000.00, shall be made upon satisfactory completion, in DIVISION's sole discretion, of the successful completion of pre-testing the survey (see Task 1 above) and upon submission of an invoice by CONTRACTOR. A second payment, in the amount of \$28,000.59, shall be made upon satisfactory completion, in DIVISION'S sole discretion, of all tasks outlined above (see Tasks 2, 3 and 4) and upon submission of an invoice by CONTRACTOR. Invoices shall be paid within 30 days after receipt by DIVISION, if services are performed satisfactorily, in DIVISION'S sole discretion.
- C. The obligations of each party to this Contract are not effective and no party is bound by the terms of this Contract unless and until a valid executed purchase order has been approved by the Secretary of finance, and all the procedures of the Department of Finance have been complied with.

D. CONTRACTOR will maintain accurate financial records and make them available to Federal and State auditors, as needed, up to 3 years following Contract termination.

9. Contractor and Subcontractor Agreements

CONTRACTOR shall indemnify, save and hold harmless and defend the DIVISION, its directors, employees, representatives or agents against any demand, claim, suit, loss, costs, or damages sustained in connection with performance of services provided under this agreement.

CONTRACTOR shall require each and every contractor or subcontractor for the project to indemnify, save and hold harmless, and defend the DIVISION, its directors, employees, representatives, or agents against any demand, claim, suit, loss, costs, or damages sustained in connection with performance of services provided under this agreement.

10. Termination of Contract for Cause

If, for any reasons, or through any cause, CONTRACTOR shall fail to fulfill in timely or proper manner its obligations under this Contract, or if CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, DIVISION shall then have the right to terminate this Contract by giving written notice to CONTRACTOR of such termination and specifying the effective date, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by CONTRACTOR under this Contract shall, at the option of DIVISION, become its property, and CONTRACTOR shall be entitled to receive reasonable compensation as determined by DIVISION in its sole discretion for any satisfactory work completed on such documents and other materials which is usable to DIVISION. Whether such work is satisfactory and usable is determined by DIVISION in its sole discretion.

11. Termination for Convenience of DIVISION.

DIVISION may terminate this Contract in its sole discretion at any time for any reason by giving written notice of such termination and specifying the effective date, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of DIVISION, become its property and CONTRACTOR shall be entitled to receive reasonable compensation as determined by DIVISION in its sole discretion for any satisfactory work completed on such documents and other materials which is usable to DIVISION. Whether such work is satisfactory and usable to is determined by DIVISION in its sole discretion. Such reasonable compensation shall be CONTRACTOR'S sole compensation. Exercise of this right by DIVISION shall not be deemed a breach of this Contract, and no damages shall be awarded to CONTRACTOR for exercise of this paragraph. If this Contract is terminated due to the fault of CONTRACTOR, Paragraph 9 hereof relative to termination shall apply.

12. Changes; Fragmentation Prohibition

DIVISION may, from time to time, require changes in the Scope of Services of the CONTRACTOR to be performed under this Contract in DIVISION'S sole discretion, provided, however, if such changes include any decrease in the amount of CONTRACTOR'S compensation, then such changes must be mutually agreed upon by DIVISION and CONTRACTOR, and shall be incorporated in written amendments to this Contract. The parties represent and agree that this Contract is not a fragmentation of a project, and that this Contract is not part of or a continuation of an ongoing project. The parties understand that any intentional fragmentation of a project, in order to make a professional services contract subjects a violator to a fine of not less than one thousand (\$1,000) dollars nor more than two thousand (\$2,000) dollars, and to imprisonment for not more than one year, pursuant to 29 Del. C. §6903.

13. Interest of CONTRACTOR

CONTRACTOR covenants 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 services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed.

14. Publication, Reproduction and Use of Material

No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. DIVISION shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. CONTRACTOR shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for DIVISION'S support will be given in the publication.

15. Assignment of Antitrust Clauses

As consideration for the award and execution by DIVISION of this Contract, CONTRACTOR hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by DIVISION or CONTRACTOR pursuant to this Contract.

16. DIVISION'S Responsibilities

DIVISION shall:

- A. Provide regional and municipal maps as required.
- B. Examine and review in detail the survey pre-test results and the report content prior to submission by CONTRACTOR to DIVISION and render to CONTRACTOR findings and decisions pertaining thereto within a reasonable time so as not to delay the services of CONTRACTOR.
- C. Pay CONTRACTOR \$28,000 with the successful completion of Task 1 and the remaining \$28,000 after successfully completing all Tasks.
- D. Give prompt written notice to CONTRACTOR whenever DIVISION observes or otherwise becomes aware of any development that affects the scope or timing of CONTRACTOR'S services.

17. The Parties Agree:

- A. The laws of the State of Delaware shall apply to the management and coordination of this Contract.
- B. This contract is the entire agreement between the CONTRACTOR and the DIVISION and supersedes any prior agreement, whether oral or written, between the CONTRACTOR or any predecessor of the CONTRACTOR and the DIVISION. It may be altered only by a written agreement signed by the CONTRACTOR and the DIVISION. The CONTRACTOR's rights and obligations under this agreement will be binding on the CONTRACTOR's successors and assigns.
- C. The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in it, without the prior written consent of the DIVISION.
- D. The Contractor shall comply with 30 DE Code Chapter 23 regarding business licenses throughout the term of this agreement.

STATE OF DELAWARE

DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL

Collin P. O'Mara, Secretary

By: Mark Damian Duda

Title: Executive Director

RESPONSIVE MANAGEMENT, INC.

Date: 3/25/11