

Because of the scope of this project, the Agencies recognize that various qualitative research techniques may be proposed. The research techniques may include in-depth interviews, cognitive interviewing, focus groups, or form usability testing that may be used either singly or in combination to accomplish the desired tasks. The Agencies intend to assess the adequacy and efficiency of the proposed research approach in our evaluation of proposals. The Agencies also recognize that Offerors require some guidance about what constitutes an adequate research approach and the desired level of effort for the study. Therefore, this Statement of Work includes a proposed benchmark approach that Offerors must take into account when submitting proposals, but proposals of alternative approaches for conducting form development and usability testing are also invited. Offerors must explain their reasoning for any proposed alternatives to the benchmark and discuss the cost implications of such alternatives in their

country (approximately 7 interviews per site) using simulated usage situations and cognitive interviewing/think-aloud techniques and using the materials refined during the pretest. The Contractor will select 28 participants for Round 1 interviews, consistent with target ranges provided by the COTR in terms of age range, sex, education level, and U.S. Census region. The values of the target ranges will approximately reflect the makeup of the U.S. adult population. The Contractor will make video recordings of the interviews in cases where the participants have given permission. The Contractor will also permit one Agency staff person to videotape interviews using Agency equipment and materials at selected locations at the COTR's option. The interviews at the four selected sites should be conducted sequentially to allow for revisions to the testing materials based on what is learned from the testing at each previous site. The COTR will work with the Contractor after the testing is completed at each site to revise and improve the testing materials, and the COTR will approve the materials to be tested at each site. The Contractor will brief staff of the Agencies on the results of the testing at the conclusion of the round and also provide a copy of all data produced or generated from the interviews including copies of videotape recordings, interviewer notes, coding and analysis, and verbatim transcripts as appropriate (*Deliverable 10*). (See Section V.1 for formatting details.)

The Contractor will provide the COTR with a consolidated report (*Deliverable 11*) that, at a minimum, includes the following elements: a description of the research and design methodology for the Form Development Project; a summary of what was learned from all phases of the consumer testing; a final database containing all underlying data; notes regarding the consistency of findings across sites; an explanation of the changes to the draft privacy notices made after each round of testing; final recommendations for how to effectively communicate privacy notices consistent with the GLBA requirements; and at least three alternative forms of privacy notices or elements of privacy notices (or combination of notices and certain elements) that consumers will find easy to comprehend and use as supported by the tests. This report is subject to the approval of the COTR.

B. Optional: Alternative methodologies or approaches

Offerors may also propose alternative methodologies or approaches to the benchmark approach in Task 4A. Please state the relative advantages and disadvantages of the alternative methodology when compared to the benchmark approach. Describe in some detail the tasks and assessment measures that the Offeror would use to assess consumer understanding and usability of the sample materials provided in Task 3. The Offeror should also specify the nature of the deliverables they propose, subject to the same formats and media specified below in section V.1. Any alternative methodology or approach proposed must provide better value for the same level of effort provided for in the benchmark approach.

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population. The Contractor will videotape interviews as described in Task 4A. The COTR will provide the materials to be tested in these interviews, but the Contractor will develop and the COTR will approve the Interviewer Guide (*Deliverable 12*). The Contractor will revise the initial consolidated report, Deliverable 11, to reflect what is learned from this additional testing and provide a revised consolidated report subject to the approval of the COTR (*Deliverable 13*). The Contractor will also provide a copy of all data generated from the additional interviews, including copies of videotape recordings, interviewer notes, coding and analysis, and verbatim transcripts as appropriate (*Deliverable 14*). (See Section V.1 for formatting details.)

Task 5B: The Offeror will conduct an additional 14 in-depth interviews at two sites in geographically different regions from those used in Task 4 and 5A, bringing the total number of interviews to 56 and the number of sites to 8. The Contractor will select the 14 participants consistent with the target ranges provided by the COTR in terms of age range, sex, education level, and U.S. Census region. The values of the target ranges will approximately reflect the makeup of the U.S. adult population. The Contractor will videotape interviews as discussed in Task 4A. The COTR will provide the materials to be tested in these interviews, but the Contractor will develop and the COTR will approve the Interviewer Guide (*Deliverable 15*). The Contractor will revise the previous consolidated report, Deliverable 13, to reflect what is learned from this additional testing and provide a revised consolidated report subject to the approval of the COTR (*Deliverable 16*). The Contractor will also provide a copy of all data generated from the additional interviews, including copies of videotape recordings, interviewer notes, coding and analysis, and verbatim transcripts as appropriate (*Deliverable 17*). (See Section V.1 for formatting details.)

Task 5C: The FTC will conduct additional rounds of testing using the methodology or approach described in response to Task 4B.

Optional Task 6: Additional expert advice

The FTC is considering contracting separately with an independent company for the Survey Project consisting of a quantitative analysis designed to evaluate consumer comprehension of the alternative privacy notices developed under this SOW. If such a survey is done, and the quantitative analysis suggests that some minor changes to the privacy notices are needed, the FTC may choose to ask the Contractor for the Form Development Project to review the results of such research and to make changes as appropriate. (The quantitative survey will be conducted under a separate contract and only after this SOW has been completed.) The FTC is requesting the Offeror to provide its hourly rate for such expert advisory services.

V. General Considerations.

1. Format of deliverables. The Contractor will provide all written deliverables to the COTR via email and/or CD in the following formats: Word and WordPerfect formats for text and Excel formats for tables, charts, and databases.

In addition to the enumerated written deliverables, the Contractor will permit one Agency staff person to videotape each focus group (Optional Task 2) and pretest interview (Task 4) using the

Agency's equipment and materials. In those instances where Agency staff has done the taping, the COTR will supply one copy of each recording to the Contractor in mini DV tape format. The Contractor will then provide the COTR with three copies of each recording in VHS tape format and six copies in DVD+R disc format.

For each individual interview videotaped by the Contractor (Task 4 and Optional Task 5), the Contractor will make video recordings of the interviews in cases where the participants have given permission. For each individual interview videotaped by the Contractor, the Contractor will provide the COTR with one copy of each recording in mini DV tape format, three copies in VHS tape format, and six copies in DVD+R disc format.

2. Confidentiality and Release Form. Before conducting any focus groups or interviews, the Contractor will provide each participant with a written notice that states the purpose of the research, introduces the Contractor, provides Contractor contact information, explains the need for videotaping or audio-taping (if applicable), and offers an appropriate pledge of confidentiality. Participants will also be asked to sign a release form that would permit the Agencies to use the participant's image and voice in any public communication the Agencies may develop in connection with this project.

The COTR will provide the Contractor with a draft written notice and a draft release form. The Contractor will propose changes to make the written notice and release form readily understood by those with only a grade school education, but final approval for use of the notice and release form shall remain with the COTR.

3. System to assure confidentiality and privacy. The Contractor will propose a system for assuring confidentiality of the research data and privacy of the participants (see the "Maintaining Confidentiality and Privacy" section below), and will obtain approval of this system in advance of implementation of the consumer research. The Contractor will make every reasonable effort to protect the privacy of the participants in this project. As described in the "Maintaining Confidentiality and Privacy of Participants" provision below, the Contractor is required to minimize the collection of personally identifiable information from research participants. Notwithstanding the requirements set forth below, the Contractor will obtain information necessary to compile demographic information regarding the research participants to assure the respondents represent the various target ranges called for in this SOW.

VI. Maintaining Confidentiality and Privacy of Participants.

1. Generally. The Contractor shall comply with all requirements and restrictions of this Contract concerning release of information, non-disclosure, and unauthorized use of FTC files or information, physical security, records, Privacy Act, records access and custody, and any other provisions regarding confidentiality, privacy, and security. Violation of any such requirement or restriction shall be deemed a material breach of the Contract and may give rise to damages and/or withholding of payment and any other legal or equitable remedies to which the Government may be entitled.

2. Minimizing the collection of personally identifiable information; notice. Information that

identifies research participants (“personally identifiable information” or “PII”) may include, but is not limited to, name, physical address, email address, telephone number, account number, or any information that would enable someone to contact a participant.

To minimize the collection of PII, the Contractor shall not solicit PII from individual participants, except to the extent relevant, material, and necessary to the Contractor’s performance of this Contract, or as may otherwise be expressly directed by the Government under this Contract. The Contractor’s interviewers shall affirmatively advise participants to avoid divulging PII about themselves unless specifically requested by the interviewer.

The Contractor shall also ensure that all requests by the Contractor for PII in connection with the performance of this Contract (*e.g.*, waivers, registration forms, interview questions, etc.), whether the request is made in writing (*i.e.*, paper or electronic) or orally, include any and all notices that may be required by the Privacy Act of 1974, if applicable, as prescribed by FAR 52.224-1 & 2, which this Contract incorporates by reference, and/or any other notices that may be specified by the Government, to advise participants of, among other things, whether submission of the requested information is voluntary or mandatory, and the consequences, if any, if the individual declines to provide the information. The text of such notices, if any, shall be provided to the Contractor by the Government

3. Redaction of deliverables: access to redacted materials and other information; disclosure by the Government. The Contractor shall redact from any or all reports, transcripts, audio or videotapes, microdata files or other deliverables under this Contract all PII about research participants prior to delivery of such materials to the Government under this Contract. Notwithstanding redaction, the Government hereby reserves the right under the Contract to request and obtain timely access, under terms and conditions specified in this Contract, to inspect and obtain copies of any and all redacted portions for purposes of evaluating the deliverables and the Contractor’s performance under this Contract. For purposes of this Contract, this right of access to inspect and copy records shall also extend to any and all documents or information reflecting the research methodology or protocol utilized by the Contractor in conducting the research or performing any other requirements of this Contract. Any such access request shall be made in writing by the COTR.

The Government shall retain unlimited rights to disclose, reproduce, distribute or otherwise use in any manner and for any purpose all data delivered or first produced under this contract, as provided by FAR 52.227-17 (rights in data--special works), which is expressly incorporated herein. In accordance with that provision the Contractor shall not, among other things, assert any claim or other interest in such data, or release, reproduce, distribute, publish any such data, nor authorize others to do so, including any data that the Contract may require the Contractor to redact from such deliverable. For purposes of this contract, "data" (see FAR 52.227-17(a)) shall include any and all information or material in whatever form or matter, whether documentary, electronic, visual, or otherwise, delivered or first produced for the Government under this contract. See also section VII *infra*.

Similarly, nothing in this Contract shall be construed to limit or waive the Government’s right or ability, where the Government deems it necessary or appropriate, to disclose any

document or other information or data that is deliverable or otherwise made accessible to the Government under this Contract; provided, however, that no disclosure shall be made of any trade secret or other commercial or financial information that is confidential or privileged within the meaning of applicable federal law, except to the extent, if any, that such disclosure is legally required or authorized.

4. Record disposition schedule. All data first produced under this Contract, as described above, including any information redacted from deliverables, shall be transferred or destroyed according to a schedule and any other instructions to be provided to the Contractor in writing by the COTR.

5. System to assure quality assurance. The Contractor will propose a system for assuring quality control, and will obtain approval of this system in advance of implementation of the consumer research.

VII. Records. The Contractor shall be responsible for creating, maintaining, and disposing of only those government required records that are specifically listed in the SOW. If requested by the contracting officer or COTR, the Contractor shall provide the original record, or a reproducible copy of such record, within three working days of receipt of the request. This contract specifically incorporates the ARights in Data - Special Works@ clause contained in FAR 52.227-17, including, but not limited to, paragraph (d), which states: AExcept as otherwise specifically provided for in this contract, the contractor shall not use for purposes other than the performance of this contract, nor shall the contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.@

VIII. Access to and custody of records; effect of disputes, if any: In addition to the duties specified elsewhere in this Contract and any applicable Delivery Order, the Government may request, and the Contractor shall provide upon such request, full and immediate access to and custody of all interview data or other information or data compiled for or generated on behalf of

applicable Delivery Order, the Contractor shall immediately notify, orally and in writing, the COTR and the Contracting Officer. The Contractor shall also provide the Government with an

methodologies including, but not limited to, focus groups, in-depth interviews, cognitive interviewing, form usability testing; (d) conducting quality recruitment and training of interviewers; (e) providing accurate data collection and reporting; (f) protecting the privacy of participants and the confidentiality of the data; and (g) working with government agencies.

The Offeror should demonstrate in its proposal that it has expertise in each of the areas above and provide samples and/or examples of such projects. In addition, the Offeror should state and document where possible its ability to provide high quality data, quality training or selection of its interviewers, quality control procedures for any interviews conducted with consumers, and quality control procedures for the resulting data.

The FTC will evaluate the relevant experience and past performance of each Offeror and of the persons proposed to fill the key positions of the contract. Substitutions for the project manager and other key personnel will not be allowed once the evaluation begins, unless the COTR determines that it is in the best interest of the Government to allow a substitution. The proposed contract will be a firm fixed-price contract. The Offeror must provide resumes and labor rates for the key personnel that would be involved in this project, including the project manager, interviewers, and a staff loading chart.

XII. Cost and Pricing Schedule

The Contractor shall provide the required services specified in this Statement of Work for Tasks 1, 3, and 4A at the firm fixed price specified in Contract Line Item Number (CLIN) 0001. The Contractor shall itemize which, if any, of this amount is to be used to make payments to participants for each of the enumerated tasks, along with the amount per participant of any such payments.

The Contractor shall provide costs for each of the optional services specified in the Statement of Work, for Optional Tasks 2, 4B, and 5 at the firm fixed price specified in CLINs 0002, 0004B, and 0005, and the hourly rate in 0006, if exercised. If the Agencies determine that it is in their best interest to exercise one or more of these optional services, the Contractor shall provide the service at the specified fixed price amount. The Agencies reserve the right to unilaterally exercise the optional service(s) at any time during the performance period.

The period of performance for Tasks 1, 3 and 4A, and optional tasks, if any, will be from date of contract award through September 30, 2005.

The Contractor shall provide pricing for Tasks 1 through 6 in the spaces provided below.

CLIN	Description of items	Quantity	UOM	Unit Price	Total Price
Required:					
0001	Summary of Tasks 1, 3, and 4A				

Of which: Payments to
Participants in the Testing

Optional:

0002 Focus Group(s) (price per focus group)

0004B Summary of Tasks 1, 3, and 4B

0005A Pricing of Additional Testing

0005B Pricing of Additional Testing

0005C Pricing of Additional Testing

0006 Hourly Rate for Expert Advice

Of which: Payments to
Participants in the Testing