

The FTC, FRB, OCC, FDIC, SEC, and NCUA are currently engaged in an interagency notice research project, to develop through consumer testing alternative forms of privacy notices for consumers. The agencies issued this statement of work describing the research design for the first phase and hired a contractor to begin form development and testing.

**Statement of Work:  
Form Development Project  
Designing Easy-to-Understand Consumer Financial Privacy Notices**

**I. Summary of Project**

The Gramm-Leach-Bliley Act (GLBA) and its implementing regulations require financial institutions to provide to their customers initial and annual notices (privacy notices) of their privacy policies and practices.<sup>1</sup> The Federal Trade Commission (FTC) requires the support of a Contractor to develop one or more alternative forms of privacy notices including various components of such notices, such as formats, clauses, or vocabulary that may be used in privacy notices. The overall objective of this project, referred to as the Form Development Project, is to design alternative privacy notices that are easier for consumers to understand and use, relative to current privacy notices commonly used by financial institutions. The Contractor must have experience in developing forms to be used by consumers, including experience in applying appropriate qualitative, in-person research methods for studying the use of such forms.

**II. Background**

This research is co-sponsored by six of the federal agencies (the Agencies) authorized under the GLBA to implement regulations that require financial institutions to provide privacy notices to their customers.<sup>2</sup> The Agencies are interested in conducting consumer research into how privacy notices may be made more understandable and useful to consumers.<sup>3</sup> The Agencies plan to conduct this research in two sequential projects: (1) the Form Development Project and (2) the Survey Project. Each of these projects will be performed under separate contracts. This is the Statement of Work (SOW) for the contract for the Form Development Project. This project

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<sup>1</sup> 15 U.S.C. 6801 *et seq.* The Fair and Accurate Credit Transactions Act of 2003 also provides for privacy notices with respect to information sharing among affiliated companies.

<sup>2</sup> The Agencies are: the Office of the Comptroller of the Currency (OCC); Board of Governors of the Federal Reserve System (Board); Federal Deposit Insurance Corporation (FDIC); National Credit Union Administration (NCUA), Federal Trade Commission (FTC); and Securities and Exchange Commission (SEC). The Agencies have published consistent final regulations that implement the privacy provisions of the GLBA, which are codified at 12 CFR part 40 (OCC); 12 CFR part 216 (Board); 12 CFR part 332 (FDIC); 12 CFR part 716 (NCUA); 16 CFR part 313 (FTC); and 17 CFR part 248 (SEC). Similar regulations have been codified by the Commodity Futures Trading Commission (CFTC) and the Office of Thrift Supervision (OTS) at 17 CFR part 160 (CFTC) and 12 CFR part 573 (OTS).

<sup>3</sup> The Agencies have issued an Advance Notice of Proposed Rulemaking (ANPR), which explored whether or not to conduct a rulemaking to address notices, but are not proceeding at this time to issue a proposed rule. See “Interagency Proposal to Consider Alternative Forms of Privacy Notices under the Gramm-Leach-Bliley Act,” December 30, 2003. The ANPR is posted at <http://www.ftc.gov/opa/2003/12/privnoticesjoint.htm>.

will involve form development expertise and qualitative consumer research to develop alternative forms of privacy notices including various components of such notices, such as formats, clauses, or vocabulary that may be used in privacy notices.

The Survey Project, which is to be contracted separately, is a quantitative survey that will assess the quality of the sample forms developed in this Form Development Project. The Agencies will negotiate the contract for the Survey Project at a later date.

The Agencies recognize that it is important to clearly structure the processes of decision-making, communication, deliverables, and approvals for this project. Staff of the Agencies will work together closely as members of an interagency working group (IAWG) and its delegated Project Advisory Group (PAG) to approve all deliverables and guide the decision-making for this project. Throughout this project, the Contractor will interact with members of the IAWG and/or the PAG. However, as the contracting agency, the FTC will make all payments to the Contractor and the FTC's contracting officer's technical representative (COTR) will receive all deliverables from the Contractor and communicate all approvals and decisions to the Contractor. This structure of decision-making, communication, deliverables, and approvals applies to all tasks under this SOW even where not specifically mentioned.

This SOW includes a number of separate tasks that may be purchased as part of the Form Development Project. In addition to the identified benchmark methodology described below, the Agencies invite Offerors to provide descriptions of any alternative methodologies in form development and qualitative, in-person consumer research to achieve the objectives of this project.

### **III. Overview**

The core objectives of the project are the following:

- Identify barriers to consumer understanding of GLBA privacy notices.
- Propose several alternative formats or approaches to GLBA privacy notices (*i.e.*, possible wording, presentation formats, or complete sample privacy notices) that communicate more effectively to consumers while still conforming to statutory requirements.
- Evaluate these proposed alternative formats or approaches in simulated situations with consumers to observe their usage of the notices. Such usability research will help to further refine and modify specific features of the wording and/or presentation formats to maximize communication effectiveness.

The project is conceived as a qualitative study that diagnoses the weaknesses in currently available GLBA privacy notices, suggests creative approaches to correcting these weaknesses, and subjects these suggested approaches to usability testing. The successful Offeror will necessarily have a high level of expertise and experience in developing effective consumer communications such as notices and forms. In addition, the Contractor will be required to work closely and iteratively with the IAWG and the PAG, who will provide necessary policy guidance about the appropriateness of possible approaches.

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 proposals. The formats and media for all deliverables in this SOW are specified below in section V.1.

#### **IV. Scope of Work**

##### **Task 1. Obtain background information on GLBA privacy notices.**

As the first step in this project, the Contractor will become knowledgeable in all relevant and necessary respects about GLBA privacy notices and the objectives of this project. The COTR will provide the Contractor with all of the necessary background materials, including the GLBA regulations, samples of current approaches to privacy notices, selected comments to the ANPR, and other literature relevant to designing privacy notices. The Contractor will hold initial startup meetings with Staff of the Agencies to brief the Contractor on the issues relevant to this project. In addition, the Contractor will help facilitate a one-day retreat with staff of the Agencies at a government location provided by the COTR. The purpose of the retreat is to further identify and refine the principal goals and objectives for this project. After completing its review of the background materials and conducting the retreat, the Contractor will prepare (1) a summary of the goals and objectives to serve as an initial guide for this project and (2) a draft schedule for the deliverables and other tasks (*Deliverable 1*). This initial guide will be updated after completing the focus group(s) to reflect what is learned from these consumer interactions.

##### **Optional Task 2. Focus groups.**

The Offeror will conduct at least one focus group to explore barriers to consumer understanding of privacy notices. The focus group testing will help inform the development of the materials to be used in the usability research. The COTR will provide the Contractor with a number of sample privacy notices to be used with the focus group(s). The Contractor will prepare a Moderator's Guide (*Deliverable 2*) that will be approved by the COTR. The focus group(s) must take place in a facility outside of Washington, D.C., but within two hours driving time, such as in the Baltimore or Richmond area, and in a facility that will permit selected staff of the Agencies to observe. The Contractor will permit one Agency staff person to videotape the focus group(s) using the Agency's equipment and materials. Each focus group will consist of approximately 10 participants. The Contractor will select participants consistent with age, sex, and education ranges suggested by the COTR, but we will also be open to recommendations by the Contractor.

After conducting the focus group(s), the Contractor will provide a briefing for staff of the Agencies on what was learned from this research, including any findings regarding the materials tested, and will 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 3*). (See Section V.1 for formatting details.) The Contractor will also update Deliverable 1, the initial guide summarizing the goals and objectives of this project, to reflect what was learned from the focus group(s) (*Deliverable 4*).

### **Task 3. Developing materials for testing.**

The Contractor will develop at least three sample privacy notices (*Deliverable 5*) to be used in the testing described in Task 4. These samples will be approved by the COTR before being used in any testing with consumers. The sample notices will be based on the Contractor's expertise in form development and the information learned from any previously contracted tasks under this SOW.

### **Task 4. Pretest and testing Round 1**

Offerors are asked to submit proposals on the benchmark methodology described below in Task 4A. The benchmark description provides guidance on the level of research effort the Agencies are seeking in this project. In addition to the benchmark approach, Task 4B invites those Offerors who may have alternative methodologies or approaches to propose such alternatives. Please note that any alternative methodology or approach proposed in Task 4B, which is optional, must provide better value for the same level of effort provided for in the benchmark approach.

#### **A. The benchmark approach.**

As a benchmark, the Contractor will conduct a pretest comprising one round of four, in-depth, one-on-one interviews (total of four interviews) utilizing simulated usage situations and cognitive interviewing and think-aloud verbal protocol techniques to give guidance on the adequacy of the materials developed in Task 3. The pretest must take place in a facility outside of Washington, D.C., but within two hours driving time, such as in the Baltimore or Richmond area, and in a facility that will permit selected staff of the Agencies to observe. The Contractor will permit one Agency staff person to videotape the pretest interviews using the Agency's equipment and materials. The Contractor will develop an Interviewer Guide (*Deliverable 6*), which must be approved by the COTR. After conducting and analyzing the pretest, the Contractor will brief staff of the Agencies on its analysis of the pretest and will 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 7*). (See Section V.1 for formatting details.) The Contractor will then develop at least three revised sample privacy notices suitable for testing in the Round 1 (*Deliverable 8*) and an Interviewer Guide (*Deliverable 9*). These testing materials will be subject to approval by the COTR.

The pretest will be followed by one round of 28 in-depth interviews at four sites around the

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.

## **Optional Task 5: Requests for additional rounds of testing**

**Task 5A:** Offeror will conduct 14 additional in-depth interviews at two sites in regions geographically different from those used in Task 4, bringing the total number of interviews to 42 and the number of sites to 6. The Contractor will select those 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 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 "Rights in Data - Special Works" clause contained in FAR 52.227-17, including, but not limited to, paragraph (d), which states: "Except 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 the Government by the Contractor and any of its employee, agents, or sub-contractors under this Contract or relevant Delivery Order, whether or not performance under the Contract or relevant Delivery Order has been completed, and regardless of any claim or dispute, if any, arising thereunder.

This general, unilateral right of access and custody is in addition to any other access or custody to records provided for by the SOW described in this Contract and any applicable Delivery Order. The Government shall not be liable for additional costs, if any, that the Contractor may incur in providing records access or custody pursuant to a request under this provision. The Government, however, shall use best efforts to limit the timing and scope of such request so as to cause minimal disruption, if any, to the Contractor's operations and continued performance under this Contract, and to provide reasonable prior notice, where practicable, before making such a request.

Should a person or entity, including any governmental agency other than the FTC, seek or request access, whether through voluntary means or compulsory process, to public comments or other records compiled for, or otherwise relating to, the performance of this Contract or

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 opportunity to intervene in any such third-party request for access and/or take other appropriate and necessary measures to assert any applicable privileges, ownership rights, or any other legal or equitable interests of the Government, and, in any event, shall not provide any such third party with access to such records, which shall be treated as the property of the Government, without prior written authorization of the Contracting Officer.

#### **IX. Time for Performance; breach**

It is expected that the performance period will commence immediately after awarding this contract and be completed by September 30, 2005. The COTR and the Contractor will mutually establish a schedule for the deliverables and other tasks, which may be relaxed or waived only by mutual agreement, on a case-by-case basis. Failure to adhere to such deadlines may constitute grounds for termination by the Government. Any breach of this SOW, whether related to the deadlines established for timely performance or not, shall not discharge the Contractor from its continuing duty of timely and complete performance in accordance with this SOW and any applicable Delivery Order, unless and until the Contracting Officer otherwise directs in writing that such performance be discontinued.

Further, the Government's acceptance of work performed subsequent to any such breach shall be without prejudice to the Government's right to withhold payment or obtain other relief to recover costs or other damages to the Government resulting from the failure of the Contractor to meet the specified deadline(s). Such costs or other damages may include, but are not limited to, additional labor, material, overhead, or other costs or fees that may be reasonably incurred by the Government and/or the Contractor in order to complete required performance in as timely a manner as possible following the breach.

In its sole discretion, the Government may, but shall not be required to, provide the Contractor with an opportunity to cure a breach without recovery of costs or other damages against the Contractor, provided the Government determines that providing such an opportunity to cure is practicable, consistent with the purposes of this SOW, and would otherwise be in the best interest of the Government.

#### **X. Project Management**

The Contractor will submit the names, resumes, and labor rates of key personnel who will manage this project. To the extent possible, the same key personnel will staff any additional tasks that are purchased.

#### **XI. Qualifications and Evaluation Criteria**

The Contractor will be selected on the basis of its proposal being the most advantageous to the Government, price and other factors considered. The technical proposal is more important than price. The Contractor must have a proven track record in: (a) form simplification and form development; (b) developing effective consumer communications; (c) qualitative research

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.

<b>CLIN</b>	<b>Description of items</b>	<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>Required:</b>					
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