

1. JUNE 2002

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

Offeror to Complete Blocks 12, 17, 23, 24, & 30

1. Requisition Number 02-1391 PAGE 1 OF 12

2. Contract No. GS23F77001\* 9750H 3. Award/Effective Date Sep 24, 2002 4. Order Number CPSC-F-02-1391 5. Solicitation Number CPSC-Q-02-1391 6. Solicitation Issue Date Aug 12, 2002

7. For Solicitation Information Call: a. Name JOYCE LAWN jlw@cpsc.gov b. Telephone Number (No collect calls) (301) 504-0444 8. Offer Due Date/Local Time Aug 28, 2002 / 03:00 PM

9. Issued By Code CPSC US CONSUMER PRODUCT SAFETY COMM DIVISION OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA, MD 20814-4408 10. This Acquisition is [X] Unrestricted [ ] Set-Aside % for [ ] Small Business [ ] HubZone Small Business [ ] 8(A) NAICS: 541990 Size Standard: 11. Delivery for FOB Destination Unless Block is Marked. [ ] See Schedule 12. Discount Terms Discount: 0% Days: 0 Net due: 0 13a. This contract is a rated order under DPAS (15 CFR 700) 13b. Rating 14. Method of Solicitation [X] RFQ [ ] IFB [ ] RFP

15. Deliver To Code ESHF4430 U.S. CONSUMER PRODUCT SAFETY COMMISSION DIVISION OF HUMAN FACTORS 4330 EAST WEST HIGHWAY, ROOM 717 BETHESDA, MD 20814-4408 16. Administered By Code JL JOYCE LAWN (301) 504-0444/1148

17a. Contractor/Offeror Code 00017867 Facility Code XL ASSOCIATES ATTN: Mike Jones 11140 ROCKVILLE PIKE, STE 350 ROCKVILLE MD 20852 Telephone No. (301) 770-0090 TIN: 52-1653076 18a. Payment Will Be Made By Code PAYOFF CONSUMER PRODUCT SAFETY COMMISSION DIVISION OF FINANCIAL SERVICES 4330 EAST WEST HWY, ROOM 522B BETHESDA, MD

17b. Check if Remittance is Different and Put Such Address in Offer. [ ] 18b. Submit Invoices to Address Shown in Block 18a Unless Box Below is Checked. [ ] See Addendum.

Table with 5 columns: 19. ITEM NO., 20. SCHEDULE OF SUPPLIES/SERVICES, 21. QUANTITY, 22. UNIT, 23. UNIT PRICE, 24. AMOUNT. Row 1: Sec Page 2

25. Accounting and Appropriation Data 02 PS EXOB 4000 34380 252h 26. Total Award Amount (For Govt. Use Only) US 78,413.00 Not To Exceed

27a. Solicitation incorporates by reference FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 are attached. Addenda [ ] are [ ] are not attached 27b. Contract/Purchase Order incorporates by reference FAR 52.212-4, 52.212-5 is attached. Addenda [X] are [ ] are not attached

[X] 28. Contractor is required to sign this document and return 1 copies to Issuing Office. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein. [X] 29. Award of Contract: Reference. quote dated 8/27/02 Offer Dated . Your offer on Solicitation (Block 5), including any additions or changes which are set forth herein, is accepted as to items:

30a. Signature of Offeror/Contractor [Signature] 31a. United States of America (Signature of Contracting Officer) [Signature]

30b. Name and Title of Signer (Type or Print) MICHAEL S. JONES VICE PRESIDENT 30c. Date Signed 9/23/02 31b. Name of Contracting Officer (Type or Print) DONNA HUTTON dhutton@cpsc.gov 31c. Date Signed 9/23/02

32a. Quantity in Column 21 Has Been [ ] Received [ ] Inspected [ ] Accepted, and Conforms to the Contract, Except as Noted:

32b. Signature of Authorized Government Representative 32c. Date 32d. Printed Name and Title of Authorized Government Representative

32e. Mailing Address of Authorized Government Representative 32f. Telephone Number of Authorized Government Representative 32g. E-mail of Authorized Government Representative

33. Ship Number 34. Voucher Number 35. Amount Verified Correct For 36. Payment [ ] Complete [ ] Partial [ ] Final 37. Check Number

38. S/R Account Number 39. S/R Voucher Number 40. Paid By 41a. I certify this account is correct and proper for payment 42a. Received By (Print)

41b. Signature and Title of Certifying Officer 41c. Date 42b. Received At (Location) 42c. Date Rec'd (YY/MM/DD) 42d. Total Containers

SCHEDULE Continued

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	The Contractor shall provide a literature search on consumer behavior as it relates to product recall in accordance with the attached Statement of Work.	1	LT	78,413.00	78,413.00

## SECTION B: SUPPLIES/SERVICES AND PRICES/COSTS

### B.1. Description of Services

The Contractor shall conduct an extensive literature search on consumer behaviors and motivations as they relate to product recalls, safety, and compliant behavior; and provide a summary evaluation of findings and an annotated bibliography in accordance with the Statement of Work. The U.S. Consumer Product Safety Commission's (CPSC) Project Officer will provide Government Furnished Property.

### B.2. Contract Type

This is a firm fixed price contract for services in accordance with the attached Statement of Work and with the MOBIS rates specified in the GSA Schedule.

## SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C.1. Background

- a. The CPSC protects the public against unreasonable risks of injury associated with consumer products. One way the Commission accomplishes this mission is by negotiating and subsequently monitoring product recalls and public notice of those recalls. The type of notice for any given recall is tailored to the nature of the risk of injury. The more serious the risk of injury or death, the greater the means of effort used to reach consumers.
- b. There are two critical aspects to any recall – getting notice of a recall to those consumers who possess a recalled product; and getting those consumers to act on the recall. The CPSC has worked over the years to explore new and innovative methods of consumer notification to reach as many owners of recalled products as possible. When possible (e.g. the company has purchaser information) direct notification is used. In addition, when announcing a recall, the Commission uses a multifaceted approach including press releases, video news releases, web site notice, pediatrician posters, in-store posters, paid advertisements in print media, (e.g. newspapers and magazines), as well as paid advertisements on radio and television. Because recalls at CPSC are primarily cooperative, the Compliance staff works with the recalling firm to achieve a mutually acceptable recall program.
- c. The other challenge is getting consumers to comply with the recalls. CPSC staff is seeking information to better understand what motivates consumers to respond to recall notices.

### C.2. Objectives

The objective of this procurement is to conduct an extensive search of research and literature that may relate to consumer behavior and motivation in response to consumer product recalls. This shall include, but not be limited to, research in the fields of human factors, social psychology, cognitive psychology, marketing, communications, and in the areas of influence, compliance with communications, and compliance with warnings (not research on warning labels specifically) and other safety-related messages. The final report shall include a summary of the findings and an annotated bibliography.

### C.3. Statement of Work

Independently, and not as an agent of the Federal Government, the Contractor shall furnish all necessary personnel, materials, services, and facilities to perform the specific work set forth below, except as provided in H.1, GOVERNMENT FURNISHED MATERIALS/EQUIPMENT.

- a. By October 8, 2002, the Contractor's key contact person, that person who will be most directly involved in supervising the work on a daily basis, shall meet with the CPSC Project Officer to discuss the requirements of the contract. This one-day meeting will be held at CPSC headquarters in Bethesda, Maryland. At this meeting, the Contractor's work plan will be reviewed and discussed to assure the objectives of the contract will be met within the time constraints specified. The work plan must demonstrate an understanding of the objectives of the contract, how they are to be met, and the schedule of work to be completed.
- b. By October 15, 2002, the Contractor shall submit a revised work plan, if necessary, which incorporates and addresses all changes agreed upon at the initial meeting (see C.3.a) and during follow-up discussions between the Contractor and CPSC Project Officer.
- c. By October 29, 2002, the Contractor shall commence verbal telephone updates to the CPSC Project Officer, which shall occur once every two (2) weeks or as required by the CPSC Project Officer, in accordance with Section C.4, Reporting Requirements.
- d. By October 29, 2002, the Contractor shall commence email updates to the CPSC Project Officer, which shall occur once every two (2) weeks or as required by the CPSC Project Officer, in accordance with Section C.4, Reporting Requirements.
- e. The Contractor shall examine the government-furnished documents (see H.1, GOVERNMENT-FURNISHED MATERIALS/EQUIPMENT).
- f. The Contractor shall perform an extensive literature search and shall provide a summary evaluation of the findings and an annotated bibliography as the final report. This literature search shall include, but not be limited to, locating and examining journal articles (web-based and otherwise) and textbooks from various disciplines related to social psychology, cognitive psychology, human factors, consumer behavior, consumer compliance, recall management, marketing, communications, and any other discipline which display sound scientific research that may lend understanding to the influencing factors of consumer behavior and motivation as they relate to recalls, safety, and compliant behavior.
- g. By January 7, 2003, the Contractor shall prepare and submit one (1) original and three (3) copies of the first-draft version of the summary evaluation report of findings and the annotated bibliography to the CPSC Project Officer, in accordance with Section C.4, Reporting Requirements.
- h. By January 7, 2003, the Contractor shall provide the CPSC Project Officer with a 3 ½-inch floppy disk or CD-ROM containing an editable electronic first-draft version of the document described in C.3.g, completed in Microsoft Word and compatible with Windows® 98.
- i. By February 11, 2003, the Contractor shall prepare and submit one (1) original and three (3) copies of the second-draft version of the written document described in Section C.3.g to the CPSC Project Officer, in accordance with Section C.4, Reporting Requirements. This version shall be revised based on first-draft comments from the CPSC Project Officer.
- j. By March 11, 2003, the Contractor shall prepare and submit one (1) original and three (3) copies of the final version of the written document described in Section C.3.g to the CPSC Project Officer, in

accordance with Section C.4, Reporting Requirements. This version shall be revised based on second-draft comments from the CPSC Project Officer.

- k. By March 11, 2003, the Contractor shall provide the CPSC Project Officer with 3 ½-inch floppy disks or CD-ROM containing the final, editable electronic version of the document described in Section C.3.g. This electronic version shall be a Microsoft Word document that is compatible with Windows® 98.
- l. By March 11, 2003, the Contractor shall provide copies of all journal articles, textbooks, and other documents obtained and determined to be relevant to this contract to the CPSC Project Officer, in accordance with Section C.4, Reporting Requirements.

#### C.4. Reporting Requirements

##### a. Oral Reports

Within five (5) weeks after the effective date of the contract, the Contractor shall provide verbal telephone updates to the CPSC Project Officer every two (2) weeks, or as required by the CPSC Project Officer (see C.3.c). The contents of these reports shall include:

- 1) Current status and progress of the work
- 2) Unresolved problems encountered or anticipated by the Contractor, and proposed resolutions to these problems
- 3) Work expected to be conducted and/or completed during the following two (2) weeks.

##### b. Electronic Reports

Within five (5) weeks after the effective date of the contract, the Contractor shall provide email updates to the CPSC Project Officer every two (2) weeks, or as required by the CPSC Project Officer (see C.3.d). The contents of these reports shall include:

- 1) A list of all databases and sources searched
- 2) A list of all articles, research, and textbooks selected for review
- 3) The emails shall contain the lists as Microsoft Word document attachments that are compatible with Windows® 98

##### c. Written Draft/Final Reports Describing Work Performed by Contractor for Duration of Contract

- 1) The Contractor shall submit one (1) original and three (3) copies of the following written reports to the CPSC Project Officer, with a copy of the cover letter to the Contracting Officer:
  - a) First-draft report: No later than fifteen (15) weeks of effective date of contract
  - b) Second-draft report: No later than twenty (20) weeks of effective date of contract
  - c) Final report: No later than twenty-four (24) weeks of effective date of contract
- 2) The reports shall be printed on paper, and in the following format:

- a) Standard 8 ½ inches x 11 inches paper size
- b) One-inch margins
- c) Word processed
- d) Reproducible

3) The reports shall contain the following:

- a) Cover in heavier stock paper than inner pages (only necessary for originals)
- b) Title page, which includes:
  - (1) Contract number
  - (2) Title of the report
  - (3) Name of the Contractor
  - (4) Version of the report (i.e., First Draft, Second Draft, or Final)
- c) Names of all personnel who worked on the contract
- d) Table of contents
- e) All data including methodology, qualitative and quantitative results, and all other detailed findings that address the issues and objectives set forth in the Statement of Work
- f) Descriptions of unresolved problems encountered by the Contractor, and recommendations for future research and/or special projects that may resolve these problems
- g) Recommendations for future work, research, or projects to further enhance the effectiveness of product recall notification and consumer compliance.

d. Journal Articles, Textbooks, And Other Documents

- 1) All journal articles, textbooks, and other documents obtained and determined to be relevant to this contract shall be provided to the CPSC Project Officer as Government Property.

#### SECTION D: PACKAGING AND MARKING

##### D.1 Packaging and Marking

All materials to be delivered shall be packaged and packed in accordance with the Contractor's best commercial practice to guarantee undamaged delivery to final destination. In addition to normal markings, the contract number shall be cited on the outside package.

#### SECTION E: INSPECTION AND ACCEPTANCE

##### E.1. Acceptance of Deliverables

- a. All materials submitted for approval will be reviewed by the Commission staff within 15 working days after date of receipt.
- b. Acceptance/rejection will be transmitted to the Contractor by the CPSC Project Officer, in writing, within two (2) working days after review of deliverables.
- c. Acceptance/rejection will be based on conformance with C.3, Statement of Work, and with professional standards.

- d. Upon submission of any contract deliverable, including reports specified in C.4; Reporting Requirements, the Contractor shall submit to the Contracting Officer a copy of the dated cover letter transmitting such deliverable.

## SECTION F: DELIVERIES OR PERFORMANCE

### F.1. Period of Performance

The period of performance of work shall begin on the effective date of the award of this contract and shall not extend beyond March 11, 2003.

### F.2. Deliveries or Performance

ITEM DESCRIPTION	QUANTITY	DELIVERY/PERFORMANCE
a. Initial meeting with CPSC Project Officer (see Section C.3.a)	One (1)	No later than October 8, 2002
b. Revised work plan (see Section C.3.b)	One (1)	No later than October 15, 2002
c. Verbal telephone updates to CPSC Project Officer (see Section C.3.c)	N/A	October 29, 2002, and once every two (2) weeks thereafter, or as required
d. Email updates to CPSC Project Officer (see Section C.3.d)	One (1)	October 29, 2002, and once every two (2) weeks thereafter, or as required
e. First-draft written report (see Section C.3.g)	One (1) set of original and three (3) sets of copies	No later than January 7, 2003
f. 3 ½-inch floppies or CD-ROM containing electronic first-draft version of written report (see Section C.3.h)	One (1) set of original	No later than January 7, 2003
g. Second-draft written reports (see Section C.3.i)	One (1) set of original and three (3) sets of copies	No later than February 11, 2003
h. Final written reports (see Section C.3.j)	One (1) set of original and three (3) sets of copies	No later than March 11, 2003

- |    |                                                                                                                              |                         |                               |
|----|------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------------|
| i. | 3 ½-inch floppies or CD-ROM containing electronic version of the final written report (see Section C.3.k)                    | One (1) set of original | No later than March 11, 2003* |
| j. | Journal articles, textbooks, and other documents obtained and determined to be relevant to this contract (see Section C.3.l) | One (1) set of original | No later than March 11, 2003  |

F.3. Place of Delivery or Performance

- a. Items specified in Section F.2, Deliveries or Performance, shall be mailed to the following address:

U.S. Consumer Product Safety Commission  
 Division of Human Factors, Room 717  
 Washington, DC 20207-0001  
 Attention: Celestine Kiss

or hand delivered to:

U.S. Consumer Product Safety Commission  
 Division of Human Factors, Room 717  
 4330 East West Highway  
 Bethesda, MD 20814  
 Attention: Celestine Kiss

- b. A copy of the cover letter transmitting the above shall be submitted to the Contracting Officer at the following address:

U.S. Consumer Product Safety Commission  
 Division of Procurement Services, Room 517  
 Attention: Donna Hutton  
 Washington, DC 20207

Section G: CONTRACT ADMINISTRATION DATA

G.1. Consideration

As consideration for its satisfactory performance, the Contractor shall be paid up to a maximum of \$78,413.00. This is based upon a maximum of 604 labor hours and materials required to obtain and analyze articles as specified in the Contractor's proposal. If fewer articles are discovered, the Contractor shall only invoice and be paid for actual hours worked and materials. Invoices shall include a breakdown of the hourly rates and expenses at the rates specified in the MOBIS Schedule to support the invoice.

G.2. Payment

- a. In accordance with the Prompt Payment Act (P.L. 97-177), payments under this contract will be due on the 30th calendar day after the later of:
  - 1) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
  - 2) The seventh (7th) day after the equipment or service is actually delivered or performed and accepted by the Government.
- b. The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System shall be considered to be the date payment is made.
- c. Partial Payments
  - 1) The Contractor shall submit vouchers for partial payment as follows:
    - a) Delivery of first draft written report (based on actual hours and material expenditures)
    - b) Delivery and acceptance of all remaining deliverables (based on actual hours and material expenditures)
  - 2) Final Payment will be made only after delivery and acceptance of all items required by this contract.
  - 3) Payment will be made as close as possible to, but not later than, the 30th day after receipt of a proper invoice as defined in G.3., "BILLING INSTRUCTIONS," except as follows:
  - 4) When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified.

**G.3.**

- a. Pursuant to the Prompt Payment Act (P.L. 97-177), all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period.
- b. To assure compliance with the Act, vouchers and/or invoices shall be submitted on SF 1034 and Continuation Form 1035 (or any acceptable form of the Contractor's choosing) in ORIGINAL AND FOUR (4) copies in accordance with the Partial Payments section (see G.1.c.). As a minimum, each invoice shall include:
  - 1) The name of the business concern.
  - 2) The voucher/invoice number and date.
  - 3) The contract number, and/or any other authorization for delivery.
  - 4) Accounting and appropriation data.
  - 5) Description, price, and quantity of goods or services actually delivered.
  - 6) Actual labor hours billed by labor category.

- 7) Other direct costs, with sufficient detail to determine allowability and acceptability of charges (if applicable).
  - 8) Travel costs, with applicable receipts and adequate detail to permit review/approval of costs (if applicable).
  - 9) Shipping cost terms (if applicable).
  - 10) Payment terms.
  - 11) Other substantiating documentation or information as specified in the contract or purchase order.
  - 12) Name, where practicable, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- c. Invoices not submitted in accordance with the above-stated minimum documentation may not be processed for payment until complete documentation is received.
- d. Vouchers/invoices shall be sent to:
- Ms. Cecelia R. Smith, Agency Payment Officer  
Accounting Operations  
Consumer Product Safety Commission  
Room 522  
Washington, DC 20207  
(Phone: 301-504-0018, ext. 1137)
- e. Inquiries regarding payment should be directed to the above-named payment officer. Problems related to the late payment of an invoice should be directed to:
- Ms. Deborah Peebles Hodge, Prompt Payment Contact  
Division of Financial Management  
Consumer Product Safety Commission  
Room 522  
Washington, DC 20207  
(Phone: 301-504-0018 ext. 1132)
- f. SF 1034 and 1035 forms will be furnished by CPSC, Contracts Branch, upon request of the Contractor.

#### G.4. Method of Payment

- a. Effective July 26, 1996, all vendors receiving federal payments under new purchase orders, delivery orders, and contracts or new modifications to existing purchase orders, delivery orders, and contracts will be paid by electronic funds transfer (through the Automated Clearing House (ACH)). After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments, and shall submit this designation to the Accounting Officer designated in G.3.d.
- b. The Contractor shall provide the following information:

- 1) Routing transit number of the financial institution receiving payment.
  - 2) Number of account to which funds are to be deposited.
  - 3) Type of depositor account ("C" for checking, "S" for savings).
  - 4) If the Contractor is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed. A copy of this form may be obtained by contacting the Accounting Officer on (301) 504-0018.
- c. In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.
  - d. The documents furnishing the information required in this clause must be dated and contain the signature, title and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.
  - e. Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

#### G.5. WITHHOLDING OF CONTRACT PAYMENT

Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or deliver required work, supplies, or services, will result in the withholding of payments under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor. The Government shall promptly notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

#### G.6. Project Officer Designation

- a. Celestine Kiss has been designated as the Government's Project Officer for this contract. This individual may be reached on 301-504-0468.
- b. The Project Officer is responsible for:
  - 1) Monitoring the Contractor's technical progress, including surveillance and assessment of performance, and notifying the Contract Officer within one (1) week when deliverables, including reports, are not on schedule in accordance with Section F.2., Delivery/Performance Schedule
  - 2) Performing technical evaluation as required and assisting the Contractor in the resolution of technical problems encountered during performance
  - 3) Inspection and acceptance of all items required by the contract.
- c. The Project Officer is not authorized to and shall not:

- 1) Make changes in scope of work, contract schedules, and/or specifications to meet changes and requirements
- 2) Direct or negotiate any change in the terms, conditions, or amounts cited in the contract
- 3) Take any action that commits the Government or could lead to a claim against the Government.

#### G.7. KEY PERSONNEL

- a. The following individuals have been identified as key personnel for performance under this contract:

Edward Heiden – Senior Executive Associate  
Carol Pollack-Nelson – Senior Executive Associate

- b. The personnel specified in the schedule of the contract are considered to be essential to the work being performed hereunder. If these individuals are unavailable for assignment for work under the contract, or it is anticipated that their level of involvement will be significantly different from the negotiated level, the Contractor shall immediately notify the Contracting Officer and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. Prior to substitution of key personnel, the Contractor shall obtain the written consent of the Contracting Officer as to the acceptability of the succeeding personnel: Provided, that the Contracting Officer may ratify in writing such substitution and such ratification shall constitute the consent of the Contracting Officer required by this clause.

### SECTION H – SPECIAL CONTRACT REQUIREMENTS

#### H.1. GOVERNMENT FURNISHED MATERIALS/EQUIPMENT

- a. CPSC shall provide the Contractor with the following documents:
  - 1) Recall Effectiveness Study (1978)
  - 2) Report of the Recall Effectiveness Task Force of the Consumer Product Safety Commission (1980)
  - 3) Recall Handbook (1999)
  - 4) Other relevant information as specified by the CPSC Project Officer