



Performance Requirements Summary



SECOND AMENDED DO NOT CALL PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Summary of Standards Applicable to Award Term Scope-of-Work Requirements

Required Task	Performance Standard	Performance Requirement (PR)	Surveillance Method	Maximum Payment Percentage for Meeting PR
Respond to consumer registration, confirmation, or alteration requests in a timely manner. (Sub-tasks 1-1 and 1-4)	<p>Answer incoming calls without busy signals and within twenty seconds of the call being placed.</p> <p>Ensure the appropriate web page is immediately displayed. Requests are processed immediately after submitting the request.</p>	99%	<p>Contractor will provide a monthly report summarizing the tests that contractor ran to ensure that the performance standards were met. The report will highlight any deviations from the performance standard.</p> <p>FTC testing</p>	60% of the payment in Line Items DNC-2(A) and DNC-2(B) of the Schedule of Line Items ("SLI").
Complete transition activities and deliverables in a timely and accurate manner.	All transition activities and deliverables must be completed in accordance with the schedule of transaction activities and deliverables agreed to by the parties.	100%	Surveillance methods may include a mix of (1) up to 100% inspection; (2) random sampling; and/or (3) FTC testing.	100% of the payment in Line Item DNC-1 of the SLI.
Maintain accurate consumer registration information. (Sub-task 1-3)	The consumer registration database may not contain incorrect information.	99%	<p>Contractor will provide a monthly report summarizing the tests that contractor ran to ensure that the information is correct.</p> <p>Consumer complaints</p>	20% of the payment in Line Items DNC-2(A) and DNC-2(B) of the SLI.
Update consumer registration information in a timely and accurate manner (Sub-task 1-5)	Process telephone number removals, where a consumer has been disconnected and reassigned, on a monthly basis.	95%	Review of consumer complaints where the telephone number was removed in error.	8% of the payment in Line Items DNC-2(A) and DNC-2(B) of the SLI.
Respond to telemarketer access requests in a timely manner. (Sub-tasks 2-1 to 2-2)	Provide immediate response to telemarketer access requests.	97%	<p>Contractor will provide a monthly report that measures the number of telemarketer access requests that were not immediately successful as a fraction of the total number of telemarketer access requests.</p> <p>Telemarketer complaints</p>	10% of the payment in Line Item DNC-3 of the SLI.
Provide for the collection, deposit, refund, and chargeback of fee payments (Sub-task 2-3)	Process records of each fee transaction, deposit, refund, and chargeback in a timely and accurate manner.	97%	Contractor will provide a report reconciling the contractor's records with those maintained by Pay.gov. This report shall highlight any differences between the contractor's records and those maintained by Pay.gov and provide the reason, if any, for the discrepancy.	20% of the payment in Line Item DNC-3 of the SLI.



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Respond to telemarketer access requests correctly. (Sub-task 2-4)	Provide complete and correct information in response to telemarketer access requests.	97%	Contractor will provide a monthly report summarizing the tests that contractor ran to ensure that the performance standards were met. The report will highlight any deviations from the performance standard. This report shall also include: (1) the total number of access requests made by type of request (e.g., subscribing, passwords, ordering area codes, downloads, payments, and legal); (2) number of successfully resolved requests by type of request; and (3) number of unsuccessfully resolved requests by type of request.	10% of the payment in Line Item DNC-3 of the SLI.
Provide timely and accurate assistance to TMs that experience problems accessing the national registry or paying the user fee. (Sub-task 2-5)	Resolve telemarketer assistance requests within two hours of receipt, for requests received during normal business hours, or for all others, within two hours after start of normal business hours.	95%	Contractor will provide a monthly report summarizing the tests that contractor ran to ensure that the performance standards were met. The report shall also include: (1) the total number of Help Desk requests; (2) total number of organizations requesting assistance; and (3) total number of organizations that submitted more than 2 Help Desk requests within a two month period. Contractor will provide a report listing the percentage of assistance requests that were not responded to within the required time frame. FTC testing	10% of the payment in Line Item DNC-3 of the SLI.
Respond to LE access requests in a timely manner (Sub-task 3-1 and 3-2)	Provide immediate response to LE access requests	97%	Contractor will provide a monthly report that measures the number of LE access requests that were not immediately successful as a fraction of the total number of LE access requests.	10% of the payment in Line Item DNC-3 of the SLI.
Respond to LE access requests correctly (Sub-task 3-2)	Provide correct information in response to law enforcement access requests.	97%	Contractor will provide a monthly report summarizing the tests that contractor ran to ensure that the performance standards were met. The report will highlight any deviations from the performance standard.	10% of the payment in Line Item DNC-3 of the SLI.
Provide FTC with timely and accurate reports (Task Five)	Provide accurate reports to FTC in a timely manner	95%	FTC review of the reports.	18% of the payment in Line Item DNC-3 of the SLI.



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<p>Process consumer complaints in a timely manner (Sub-task 4-1)</p>	<p>Answer incoming calls without busy signals and within twenty seconds of the call being placed.</p> <p>Ensure the consumer complaint web page is immediately displayed. Complaints are processed immediately after submitting the request.</p>	<p>99%</p>	<p>Contractor will provide a monthly report that measures the number of consumer complaints that were not answered within the required time frame as a fraction of the total number of consumer complaint calls for each type (<i>i.e.</i>, telephone and Internet).</p> <p>FTC testing</p>	<p>35% of the payment in Line Items DNC-4(A) and DNC-4(B) of the SLI.</p>
<p>Gather accurate consumer complaint information over both the telephone and Internet (Sub-task 4-1)</p>	<p>"Valid processed consumer complaints" may not contain incorrect information; the determination that a complaint is "invalid" must be correct.</p>	<p>99%</p>	<p>Contractor will provide a monthly report summarizing the tests that contractor ran to ensure that the performance standards were met. The report will highlight any deviations from the performance standard.</p> <p>Random sampling</p>	<p>35% of the payment in Line Items DNC-4(A) and DNC-4(B) of the SLI.</p>
<p>Transfer consumer complaint information gathered over both the telephone and the Internet to the FTC's Consumer Sentinel system in a timely and accurate manner. (Sub-task 4-2)</p>	<p>All "valid processed complaints" must be transferred to the FTC no later than five business days following the date the complaint is received</p>	<p>95%</p>	<p>Contractor will provide a monthly report demonstrating that the contractor provided the complaints as set forth in the contract.</p> <p>Random sampling</p>	<p>18% of the payment in Line Items DNC-4(A) and DNC-4(B) of the SLI.</p>
<p>Conduct call log analysis (Task 6)</p>	<p>All requested call log analysis may not contain incorrect information; deliverables must be produced to the FTC in accordance with the requirements of the proposal.</p>	<p>100%</p>	<p>Random sampling and FTC testing</p>	<p>100% of the payment in Line Item DNC-5 of the SLI.</p>
<p>Compliance with all of the requirements, terms, and conditions of this contract.</p>	<p>Comply with all requirements, terms, and conditions in this contract.</p>	<p>100%</p>	<p>Continuous monitoring of the contractor's performance, system operations, reports, and complaints.</p>	<p>2% of the payment in Line Items DNC-2(A), DNC-2(B), DNC-3, DNC-4(A), and DNC-4(B) of the SLI.</p>
<p>Compliance with information and physical security requirements (C.1.12) and the Privacy Act of 1974 (C.1.14).</p>	<p>Meet requisite NIST provisions, OMB Memorandum M-06-16, FTC guidelines pertaining to information systems security, and other discrete information and physical security requirements in section C.1.12; meet provisions of Privacy Act as detailed in C.1.14.</p>	<p>100%</p>	<p>Review of contractor reports and, if applicable, inspections (as described in C.1.12 and C.1.14).</p>	<p>5% of the payment in Line Items DNC-2(A), DNC-2(B), DNC-3, DNC-4(A), and DNC-4(B) of the SLI.</p>



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<p>Implementation of improvements and enhancements to the system (C.1.19).</p>	<p>Meeting or exceeding the performance requirements in this PRS and the proposal and implementation of significant improvements and system enhancements that are approved by the FTC in advance.¹</p> <p>Meeting or exceeding the performance requirements in this PRS and the proposal and implementation of moderate improvements and system enhancements that are approved by the FTC in advance.²</p> <p>Meeting or exceeding the performance requirements in this PRS and the proposal and implementation of minor improvements and system enhancements that are approved by the FTC in advance.³</p> <hr/> <p>¹ “Significant improvements” include either a single improvement, or group of improvements that results in 1) a dramatic improvement in the end-user experience, 2) a dramatic decrease in costs to the FTC, or 3) a dramatic increase in operational efficiency.</p> <p>² “Moderate improvements” include either a single improvement, or group of improvements that results in 1) a moderate improvement in the end-user experience, 2) a moderate decrease in costs to the FTC, or 3) a moderate increase in operational efficiency.</p> <p>³ “Minor improvements” include either a single improvement, or group of improvements that results in 1) a minor improvement in the end-user experience, 2) a minor decrease in costs to the FTC, or 3) a minor increase in operational efficiency.</p>	<p>100%</p>	<p>Continuous surveillance</p> <p>Review of the improvement(s) and enhancement(s), along with such documentation and other items as the COTR may deem reasonably necessary to complete a thorough inspection of such improvement(s) and enhancement(s).</p>	<p>During any one month period, the Contractor will be eligible for a maximum of 5% of the payment in Line Items DNC-2(A), DNC-2(B), DNC-3, DNC-4(A), and DNC-4(B) of the SLI, for all quality improvements and enhancement that have been implemented during that one month period⁴:</p> <ul style="list-style-type: none"> • For Significant Improvements, the contractor will be eligible for 5% of the payment in Line Items DNC-2(A), DNC-2(B), DNC-3, DNC-4(A), and DNC-4(B) of the SLI. • For Moderate Improvements, the contractor will be eligible for 2.5% of the payment in Line Items DNC-2(A), DNC-2(B), DNC-3, DNC-4(A), and DNC-4(B) of the SLI. • For Minor Improvements, the contractor will be eligible for 1% of the payment in Line Items DNC-2(A), DNC-2(B), DNC-3, DNC-4(A), and DNC-4(B) of the SLI. <hr/> <p>⁴ For improvements / enhancements that take more than one month to complete, the COTR may authorize payment of previously unearned payments under this line item upon delivery of the enhancements, along with such documentation and other items as the COTR may deem reasonably necessary to complete a thorough inspection of such enhancements.</p>
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GOVERNMENT QUALITY ASSURANCE: Contractor performance will be monitored to determine if it meets the contract standards as set forth above. A variety of methods may be used, including the following: (1) statistical random sampling of recurring service outputs using a statistically based sampling procedure; (2) one-hundred percent inspection of the outcome; (3) periodic inspection of the processes or output; and (4) customer complaints.

PERFORMANCE EVALUATION: Performance of a service will be evaluated to determine whether or not it meets the performance requirements of the contract, as follows:

Satisfactory performance is defined as meeting the Performance Requirements for the tasks set forth above. If the contractor maintains a satisfactory performance in each of the tasks set forth above in a specific month, the FTC will pay the contractor 100 percent of the monthly contract maximum payment percentage for meeting the Performance Requirement for that particular service.

Excellent performance is defined as exceeding the Performance Requirements for the tasks set forth above.

Unsatisfactory performance is defined as failing to meet the Performance Requirements for the tasks set forth above. If the contractor engages in unsatisfactory performance in any of the tasks set forth above in any calendar month, a deduction shall be made from the contract payment for that month. The deduction shall be computed as follows: The appropriate contract payment for that month, based on workload, is multiplied by the maximum payment percentage for the specific service to determine the maximum payment for satisfactory performance. This payment is multiplied by the percentage of the sample found satisfactory to determine the percentage of the contract price that the contractor will be paid for the specific service.

When a performance requirement is not met, the contracting officer will issue a Contract Discrepancy Report ("CDR") to the contractor. Upon evaluation of the contractor's response to a CDR for tasks surveilled by random sampling or 100 percent inspection, the contractor's payment for the month in which the performance in question occurred will be calculated as stated above. The contractor must respond to the CDR and return it to the contracting officer within five (5) business days of receipt. Any deductions from payment shall be taken from the payment for the month in which the contracting officer makes the determination that the deduction is appropriate, regardless of the period in which the performance occurred.

The dispute mechanism for the contractor in those cases where there is disagreement between the parties as to the measurement or the penalty shall be the following: If the Contractor does not agree with the results of the FTC's performance metrics computation for any period, a meeting will be held with all appropriate/necessary Contractor personnel, the FTC's Contracting Officer and the FTC's COTR and other necessary FTC personnel. At this meeting, the Contractor may provide data that supports its position for consideration by the Contracting Officer. The FTC's Contracting Officer is the deciding official for the resolution of all disputes/disagreements with respect to the performance metrics computation for any performance period. Additionally, if the Contracting Officer believes that the data provided by both the COTR and the Contractor cannot be reconciled as needed to determine the amount of an incentive or disincentive, the FTC Contracting Officer may determine that no incentive or disincentive will apply for the period under dispute. The decision of the FTC Contracting Officer is final.



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and may not be appealed by the Contractor through the use of an equitable adjustment request, a claim, or any other means of appeal or dispute.