

Request for Proposal

IETF SECRETARIAT SERVICES

The IETF Administration LLC On behalf of The Internet Engineering Task Force

Timeline

24 Jun 2019: RFP Issued

05 Jul 2019: Questions and Inquiries deadline

12 Jul 2019: Answers to questions issued, Addenda & Update issued

12 Aug 2019: Proposals due

30 Aug 2019: Selection made, negotiations begin

30 Sep 2019: Contract execution

01 Jan 2020: Work begins

Date of Issuance: June 24, 2019

Proposal Submission Deadline: August 12, 2019; 5:00pmET

IETF Secretariat Request for Proposal

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Section I: General Procedural Information

- A. Summary
- B. Procurement Office
- C. Questions & Inquiries
- D. Addenda to RFP and Corrigenda
- E. Conference Calls, Oral Presentations & Site Visits
- F. Proposal Review Panel
- G. Escalation
- H. Process Modification
- I. Projected Schedule of Events

A. Summary

The IETF Administration LLC Board of Directors, on behalf of the IETF, announces this Request for Proposal for IETF Secretariat Services. The IETF Administration LLC is the Client.

The Secretariat performs the following four types of services in support of the IETF. Each of the following sections must be bid separately for consideration.

- 1. Meeting Services
- 2. Clerical Support Services
- 3. IT Support Services
- 4. CPA Financial Support Services

Supported Organizations include the Working Groups, Internet Engineering Steering Group (IESG), Internet Architecture Board (IAB), IETF Administration LLC Board of Directors (IETF LLC), Internet Research Task Force (IRTF), Internet Research Steering Group (IRSG), RFC Series Oversight Committee (RSOC), RFC Series Editor (RSE), Independent Submissions Editor (ISE) and the Nominating Committee (NomCom).

The services are further described in the Statement of Work at Appendix 2.

The initial contract(s) term will be for two (2) years, commencing on January 1, 2020, with two renewal options on the part of the parties of up to two (2) additional years each, for a possible total of six years.

The closing date for submission of proposals is Monday, August 12, 2019 not later than 5:00 P.M. ET.

B. Procurement Office

Proposals are to be emailed to pwdanley@ietf.org.

C. Questions & Inquiries

- 1. The sole point of contact regarding this RFP is the IETF Executive Director (ED), Portia Wenze-Danley. Members of the IETF Administration LLC Board of Directors and IETF leadership are not responsible for responding to or forwarding inquiries of any kind.
- 2. All questions/inquiries must be submitted in writing and must be received no later than midnight, ET, July 05, 2019.
- 3. Questions/inquiries shall be directed by email to pwdanley@ietf.org.
- 4. Responses to questions and inquiries shall be posted on the IETF website, ietf.org, no later than July 12, 2019.

D. Addenda to RFP and Corrigenda

- 1. If the Board of Directors finds it necessary to revise any part of this RFP or correct any errors, an addendum will be provided in the same manner as the original RFP.
- 2. Addenda will be posted to the IETF website.
- 3. Addenda to the RFP will not be issued after July 12, 2019.
- 4. The proposal shall reflect acknowledgement of receipt of all amendments, addenda and changes, if issued, with the proposal.

E. Conference Calls, Oral Presentations & Site Visits

- 1. Conference calls may be conducted with Offerors.
- 2. Oral presentations may be required. If requested, the oral presentations may be conducted at a location designated by the IETF ED. Offerors will be responsible for their own expenses associated with such presentations.
- 3. The IETF LLC and others may conduct a visit(s) to Offerors' site prior to award. Visit(s) will be at the IETF LLC's expense.

F. Proposal Review Panel

1. The Board of Directors may establish a Proposal Review Panel.

G. Escalation

- 1. An Offeror may submit a request in writing to the IETF LLC via the Executive Director at pwdanley@ietf.org for a review and re-evaluation within seven (7) days of being notified of its rejection or disqualification. Such written request shall include the basis for the escalation.
- 2. The IETF LLC shall respond in writing within seven (7) days.
- 3. They may accept or reject the escalation in whole or in part. All decisions of the IETF LLC are final.

H. Process Modification

- 1. In the case where timely responses to the RFP fail to meet the basic requirements, the IETF LLC reserves the right to modify this RFP process.
- 2. The IETF LLC may choose to re-open the RFP or to enter into further negotiations with one or more of the Offerors in order to achieve the highest level of service possible within financial constraints.

I. Projected Schedule of Events

The IETF LLC intends to process this RFP in accordance with the following schedule:

IETF Secretariat RFP Projected Schedule of Events		
Date	Action	
June 24, 2019	RFP Issued	
July 05, 2019	Questions and Inquiries Deadline	
July 12, 2019	Answers to Questions Deadline	
July 12, 2019	Addenda & Corrigenda Deadline	
August 12, 2019	Proposals Due	
August 30, 2019	Contract Award	
September 30, 2019	Contract Execution	
October - December	Vendor Transition	
January 1, 2020	Contract Commence	

Section II: Specifications

This section provides details about the proposal submission, contract terms and contractor requirements.

- A. Term of Contract
- B. Closing Date & Submittal Requirements
- C. Duration of Proposal Offer
- D. IETF LLC Discretion; Cancellation, Negotiation, Contracting, Rejection, Clarification
- E. Public Information
- F. Subcontractors
- G. Incurred Expenses
- H. Nature of Contract
- I. Type of Contract
- J. General Contractual Conditions
- K. Offeror Affidavit
- L. Experience
- M. Key Personnel
- N. Vendor Obligations

A. Term of Contract

- 1. The initial contract term will be for two (2) years, commencing on January 1, 2020 with two renewal options on the part of the parties of up to two (2) additional years each, for a possible total of six years.
- 2. It is the intent of the IETF LLC to obtain the best combination of performance and cost for the benefit of the IETF. In order to avoid any possible conflict of interest, the CPA Financial Services contract cannot be awarded to the successful Offeror of any of the other three services (Meeting Services; Clerical Support Services; IT Support Services). The Offeror must bid on each of the four services separately: Meeting Services; Clerical Support Services; IT Support Services; and CPA Financial Services. A contract may be awarded to an Offeror providing one or multiple services.
- 3. The renewal of the contract should not be presumed, as it will be based on each party's sole discretion, the needs of the IETF Community and performance under the contract.

B. Closing Date & Submittal Requirements

- 1. A signed "Original" of the proposal in PDF format with a scanned handwritten signature must reach the pwdanley@ietf.org email account by Monday, August 12, 2019 not later than 5:00 P.M. ET in order to be considered.
- 2. Proposals or unsolicited amendments to proposals arriving after the closing time and date will not be considered

C. Duration of Proposal Offer

- 1. Proposals shall be valid and irrevocable for 180 days following the closing date for this RFP.
- 2. This period may be extended by written agreement between Offerors and the ED.

D. IETF LLC Discretion; Cancellation, Negotiation, Contracting, Rejection, Clarification

- 1. The IETF LLC may cancel this RFP, in whole or in part, at any time.
- 2. The IETF LLC may appoint a Proposal Review Panel.
- 3. The IETF LLC may contract with one or more Offerors to accomplish the services reflected in the Statement of Work.
- 4. The IETF LLC may disqualify proposals that it deems to be non-responsive.
- 5. The IETF LLC may reject an Offeror's proposal if the Offeror:
 - a. Fails to submit by the deadline,
 - b. Fails to submit the information required,
 - c. Fails to submit a proposal in accordance with the required format,
 - d. Fails to submit a costs quotation response,
 - e. Fails to respond to requests for clarification, to make an oral presentation, to participate in a site visit, if requested,
 - f. Fails to complete the Offeror Affidavit, or
 - g. For any other reason that the IETF LLC deems to be reasonable.
- 6. The IETF LLC may seek clarification of any element of an Offeror's proposal.
- 7. The IETF LLC may require Offerors to make oral presentations in person at a location designated by the ED. Each Offeror will be responsible for its own expenses associated with such presentations.
- 8. The IETF LLC may select one or more Offerors for contract negotiations on the basis of the strength, viability and financial terms of their proposals and presentations, their known track records for similar functions, and the credentials and experience presented in their proposals. The IETF LLC does not make any commitment regarding the outcome of these negotiations.

- 9. The IETF LLC will seek to enter into a contract with an Offeror or a Prime Contractor that IETF LLC deems, in its sole discretion, to represent the best value combination of performance and cost for the IETF community, but not necessarily the low bidder.
- 10. Following the successful negotiation of the principal financial and performance terms with an Offeror, the IETF LLC may enter into a Memorandum of Understanding with such Offeror prior to negotiating and executing a definitive service contract. A contract shall not be deemed to be awarded hereunder unless and until the execution of a definitive contract with the Offeror.
- 11. All proposals shall become the property of the IETF LLC.

E. Public Information

The IETF is a community committed to transparency in the manner in which it conducts its operations. Accordingly, the following will apply to the contract, proposal, and negotiations:

- 1. The contract, including total cost and Budget Summary, will be made public after discussion with Offeror.
- 2. The names of all Offerors will be announced on September 30, 2019.
- 3. Offeror proposals will NOT be released.
- 4. Negotiations are confidential among the Offeror, and ED, IETF LLC, and any review panel.

F. Subcontractors

- 1. The IETF LLC will enter into agreements with a selected Offeror only, not the Offeror's subcontractors.
- 2. The selected Offeror shall be responsible for all products and services required by their respective contracts, even if they are permitted to use subcontractors to provide some or all of the services.
- 3. Subcontractors, if any, shall be identified with a complete description of qualifications and roles relative to this proposal, and shall be included at the time of proposal submission.
- 4. Subcontractors may not be placed under contract in any way that obligates IETF LLC, or that delegates work that the proposal indicates will be performed by Offeror personnel without the written approval of the Executive Director.

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G. Incurred Expenses

1. The Offeror shall be responsible for its costs incurred in the preparation and submission of a proposal, oral presentations in support of such proposal, and negotiation of a Memorandum of Understanding, if any, and a definitive services agreement.

H. Nature of Contract

- 1. The Secretariat performs many services. IETF LLC is willing to entertain bids for all services from one Offeror, or from a Prime Contractor with multiple subcontractors; the exception is the CPA Financial Services as noted in Section II Paragraph A and I.
- 2. Those proposing to bid as Prime Contractors must explain how they propose to integrate and manage those services.

I. Type of Contract

The contract(s) will cover the four services and pricing separately. As previously stated, in order to avoid any possible conflict of interest, the CPA Financial Services contract cannot be awarded to the successful Offeror of any of the other three services (Meeting Services; Clerical Support Services; IT Support Services). A contract may be awarded to an Offeror providing one or multiple services.

- 1. Meeting Services
 - a. Fixed price for delivering service, and
 - b. Identify meeting-related costs and expected means of payment.
- 2. Clerical Services
 - a. Fixed price for delivering service.
- 3. IT Services
 - a. Fixed price for delivering service, and
 - b. Costs for software development.
- 4. CPA Financial Services
 - a. Fixed price for delivering service.

J. General Contractual Conditions

- 1. Each contract will contain the general provisions included in this RFP.
- 2. This RFP, including the Statement of Work, and the applicable portions of the successful Offeror(s)' proposal(s) will be incorporated by reference and made a part of the contract.
- 3. The contract will be negotiated based on IETF LLC's standard services contract form.

K. Offeror Affidavit

Each proposal shall include a completed Offeror Affidavit, a copy of which is included in Appendix 1.

L. Experience

Offeror must have experience in the functional area for which it is bidding, and such technical expertise as appropriate to the proposal.

M. Key Personnel

- 1. Offeror shall identify and provide the resumes of Key Personnel.
- 2. Key Personnel shall include the proposed Senior Manager for each functional area if applicable to the nature of the bid.
- 3. The contract may be adjusted or terminated if Key Personnel are identified but cannot be supplied by Offeror at contract execution or within sixty days thereafter, at the discretion of IETF LLC.

N. Vendor Obligations

- 1. Offeror shall adhere to all IETF LLC Policies as set forth here. https://www.ietf.org/blog/ietf-llc-draft-policies-comment/
- 2. Offeror shall provide for and pay the compensation of its personnel, including Subcontractors, and shall pay all taxes, contributions and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees.
- 3. The IETF LLC will not be responsible for providing any compensation, insurance, medical, disability or other benefits to Offeror's personnel or subcontractors.
- 4. A Certified Public Accountant is required to be on Offeror's staff for consideration of the CPA Financial Support Services section of the RFP.

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Section III: Proposal Format

- A. Proposals
- B. Preparation
- C. Costs
- D. Proposal Format

A. Proposals

- 1. Proposals shall be submitted in the specified proposal format described in Part D below to facilitate proposal review.
- 2. Failure to submit the proposal in the specified format may be grounds for proposal rejection.
- 3. The Offeror will define its proposed methodology for meeting the requirements set forth in the RFP and why the approach is the preferred approach.

B. Preparation

Proposals should be prepared simply and economically, providing a concise and straightforward, but a complete and detailed, description of the Offeror's abilities and methodologies to meet the requirements set forth in the RFP.

C. Costs

- 1. Offeror shall identify all direct costs in the proposed budget.
- 2. Offeror shall state whether it is bidding for one, two, or three services.
- 3. Meeting Services Quote
 - a. Fixed price for delivering service
 - b. Identify meeting costs for reimbursement
- 4. Clerical Services Quote
 - a. Fixed price for delivering service
- 5. IT Services Quote
 - a. Fixed price for delivering service
 - b. Costs for software development
- 6. CPA Financial Services Quote
 - a. Fixed price for delivering service

D. Proposal Format

- 1. Transmittal letter with signature of authorized representative
- 2. Executive Summary with costs
- 3. Table of Contents
- 4. Experience, Qualifications and Accomplishments in this area
- 5. Key Personnel and resumes
- 6. Commitment to meet functional requirement and service levels
- 7. Methodologies for meeting functional requirements and service levels
- 8. Describe improvements you would recommend to improve the value of the ietf.org and rfc-editor.org websites.
- 9. Implementation and transition plan to assume responsibilities by January 1, 2020, including barriers and risks to Offeror achieving success.
- 10. References (Three references, where possible, attesting to performance in a similar function.)
- 11. Cost Quotation (See C above)
- 12. Subcontractor Information
- 13. Assumptions
- 14. Exceptions to any specifications, terms, conditions, service levels
- 15. Offeror Affidavit
- 16. Annual Reports of Business
- 17. Miscellaneous Information
- 18. Signature Page

Section IV: Selection

- A. Selection Procedure
- B. Selection Criteria as Judged by the IETF LLC
- C. Negotiation Phase
- D. Award

A. Selection Procedure

- 1. The IETF LLC will or will cause the review and evaluation of all proposals to determine if they are qualified.
- 2. The IETF LLC will contact references.
- 3. The IETF LLC will conduct interviews and may require oral presentations.
- 4. The IETF LLC may perform a site visit to the Offeror's facilities at the IETF LLC's expense and/or interview key personnel.
- 5. Requests for clarity may be made of the Offeror.
- 6. Offerors will be notified by August 15, 2019 if their proposal has been disqualified or rejected, the reasons for the disqualification and their rights to appeal within seven (7) days in writing.
- 7. Qualified Offerors will be notified of their selection for advancement to the negotiation phase by August 19, 2019.

B. Selection Criteria as Judged by the IETF LLC

The IETF LLC must have confidence in the Vendor - its qualifications, experience, capabilities, personnel, timely performance, and professionalism. To that end the IETF LLC will evaluate the following to inform its decision:

- 1. Vendor Qualifications and Experience performing similar services
- 2. Key Personnel qualifications
- 3. Vendor Ability to Meet Requirements
- 4. Proposal as a reflection of Offeror's understanding of the Supported Organizations, their processes, culture, and the scope of work and methodologies
- 5. Oral presentation, if conducted.

- 6. Site visit, if conducted.
- 7. Cost to furnish the services. (Note: The lowest cost offer will not necessarily be awarded a contract.)

C. Negotiation Phase

- 1. The IETF LLC may enter into a contract with an Offeror that represents the best value combination of performance and cost to the IETF, not necessarily the low bidder.
- 2. The ED will submit questions to each Offeror seeking clarification of any element of their proposal, if needed.
- 3. Negotiations will be undertaken in accordance with the timetable in Section I.
- 4. Negotiations may include face-to-face sessions in Reston, VA. Offerors are responsible for their own expenses associated therewith.
- 5. The IETF LLC reserves the right to solicit a best and final offer from each remaining Offeror.

D. Award

- 1. The current Secretariat Contract is expected to be concluded by December 31, 2019 however, if it appears that date will not be met, the essential terms of an agreement may be concluded in an MoU by that date.
- 2. The new Contract(s) will not be awarded until a definitive contract is executed by the parties.
- 3. The Contract(s) term begins January 1, 2020.

Section V: Other Terms and Conditions

- A. Intellectual Property Rights
- B. Marketing and Promotion
- C. External & Media Relationships

A. Intellectual Property Rights

All work performed, and all software and other materials developed by the Vendor under the contract, shall be "works for hire" and shall be owned exclusively by IETF LLC. The Vendor shall obtain or retain no rights therefrom.

B. Marketing and Promotion

The Vendor will not be entitled to use the IETF trademarks or logos, whether or not registered, without prior written authorization.

C. External & Media Relationships

- 1. The Vendor is not responsible for, nor will engage in, public relations, relationships with the media, or other third-party standards organizations on behalf of the IETF without prior written authorization.
- 2. The Vendor will not speak for or about the IETF without prior written authorization.

Section VI: Signature Page

Date Proposal Submitted:			
Offeror:			
Name/Title of Offeror Representative:			
Address of Offeror:			
		-	
		-	
		-	
Telephone:	Facsimile:		
Offeror Representative Email Address:			
			_
Signature of Offeror Representative:			
Date:			

Appendix 1: Offeror's Affidavit

(Date)	(Affiant)		
	By:		
•		enalties of perjury that the coknowledge, information, and b	
3. The Offeror's cor	porate registration number or	equivalent:	
2. The Offeror has b	een in business for	years and months.	
payment of all taxes	in the applicable jurisdictions	5.	
filed all required stat	utory reports and, except as v	validly contested, has paid or arra	anged for the
country and state of		and that it is in good standing	ng and that has
1. The Offeror name	d above is a {Insert type of e	entity]	in the
I FURTHER AFFIR	M THAT:		
for which I am acting	<u>.</u>		
and that I possess the	legal authority to make this	Affidavit on behalf of myself an	d the Offeror
and the duly authoriz	ed representative of (Offero	r)	,
I HEREBY DECLAI	RE AND AFFIRM that I am	the (Title)	,

For Sample Purposes Only

Terms of Statement of Work to be Finalized During Contract Phase

Appendix 2: Secretariat Statement of Work

THIS DOCUMENT IS A STATEMENT OF WORK ("Statement of Work" or "SOW") as defined in the Services Agreement (the "Agreement"), between Vendor and the IETF Administration LLC, a Delaware Limited Liability Company (IETF LLC) (each a "Party" and, collectively, the "Parties"). This Statement of Work is subject to, and is made a part of, the Agreement. The effective date of this Statement of Work is the effective date of the Agreement. Terms not defined in this document shall have the meaning set forth in the Agreement.

GENERAL UNDERSTANDINGS

- 1. It is understood between the parties that this SOW is based on the information known by the Parties at the time of execution of this SOW and may require revision as the relationship between the Parties progresses.
- 2. Supported Organizations include Working and Research Groups as well as the Internet Engineering Steering Group (IESG), Internet Architecture Board (IAB), IETF Administration LLC (LLC), Internet Research Task Force (IRTF), Internet Research Steering Group (IRSG), RFC Series Oversight Committee (RSOC), RFC Series Editor (RSE), Independent Submissions Editor (ISE) and Nominating Committee (NomCom).
- 3. Vendor will provide secretariat services for the IETF Community in accordance with this Statement of Work.

The Secretariat services include:

- A. Meeting Services
- B. Clerical Support Services
- C. IT Support Services
- D. CPA Financial Support Services

1. OBLIGATIONS

- a. **Vendor Obligations.** The timely and professional delivery of services is essential to the effectiveness and efficiency of the IETF.
 - i. Work. Vendor will perform the services ("Work") as set forth in the SOW.
 - ii. **Personnel.** Vendor shall assign and supervise employees and subcontractors with suitable qualifications to perform the Work. More specifically, Vendor shall provide a list of proposed qualified Key Personnel and include their resumes.
 - iii. **Work Standards.** Vendor shall perform the Work in a professional and efficient manner and in accordance with the prevailing industry standard for

the performance of comparable Work. Vendor may define further work standards ("Work Standards"). Failure to perform services in accordance with standards may result in a reduction in fees or, possibly, termination.

- b. **Subcontractors.** Vendor may engage the services of third-party contractors, subcontractors, or consultants ("Subcontractors") in the performance of its obligations. Vendor shall be fully responsible for each such Subcontractor's compliance with the applicable terms of the Agreement, and Vendor shall be liable, without limitation, for all actions and omissions of such Subcontractors and their performance or failure to perform as required hereunder. Vendor shall identify proposed Subcontractors and provide information substantiating their qualifications for the services proposed.
- c. **Benefits.** Vendor shall provide for and pay the compensation of its personnel, including Subcontractors, and shall pay all taxes, contributions and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. The Client will not be responsible for providing any compensation, insurance, medical, disability or other benefits to Vendor personnel. Vendor shall indemnify, defend, and hold the Client harmless from and against all such taxes, contributions, and benefits, and will comply with all associated governmental regulations, including the filing of all necessary reports and returns with respect to its personnel.

A. Meeting Services

Each year the IETF conducts three, one-week meetings in locations throughout the world, usually in March, July and November. Over a two-year cycle the IETF intends to hold six meetings, alternating between North America, Europe and Asia. Attendance is approximately 1200 engineers, computer scientists, and academics per meeting. These meetings are in furtherance of mission development the IETF's of standards for the Internet. [See https://www.ietf.org/how/meetings/proceedings/.]

Meeting venues include hotels with conference space (the preference), as well as stand-alone convention centers within close proximity of hotels. Meeting space requirements are typically 25,000 square feet, comprised of eight (8) meeting rooms holding between 75 and 300 people; one plenary room holding 1,000 people; a terminal room; a lounge; 10 offices; a network operations center and a registration area. A hackathon takes place Saturday and Sunday. The public meetings generally run from 9:00 am to 8:00 pm Monday through Thursday, and the last session on Friday typically ends by 3:30 pm. On Sundays, registration opens at 10:00 local time; multiple education sessions are scheduled during 1:00 to 5:00 pm, followed by a Meet and Greet Reception for newcomers and a Welcome Reception for all attendees. Registration takes place Sunday through Thursday. The meeting host frequently arranges for a social event; this event typically takes place on Tuesday evening at a separate facility and involves a fee to participate. The plenary session is conducted with an attendance of about 900 people. There are also other related meetings. Staff support will be performed as necessary to ensure smooth operation of all these meetings.

The Vendor identifies potential meeting locations and venues, evaluates potential locations in accordance with the specified venue selection criteria, organizes and conducts site visits, negotiates contracts with the meeting venue, third party vendors and one or more hotels for each meeting; organizes and attends pre-meeting venue visits; sets the agenda for the sessions throughout the week; schedules and executes additional meetings outside the main agenda; runs the registration desk; oversees contract performance by the venues and hotels, including food and beverage, housing, teleconference support, and audio visual support; arranges for retreat venues; provides comprehensive reporting services and other duties as more specifically set forth below.

1. IETF Meetings.

- a. Location, Selection, and Sponsors.
 - i. Based on the selection of meeting locations by the IETF LLC, Vendor shall identify the available meeting venues for three (3) meetings each calendar year for the IETF Community ("Meetings"). Vendor will prepare a preliminary report outlining potential economic, human rights and immigration issues, solicit, compile and, together with the Executive Director, assess community input for potential meeting locations and recommend locations to be determined "acceptable". Vendor will issue RFPs to acceptable venues, evaluate proposals and negotiate terms, arrange and conduct all necessary site visits, prepare comprehensive site report for each location considered, prepare assessment of venue options in conjunction with specified venue selection criteria to ensure venue conforms with the criteria and requirements. Vendor, together with the Executive Director, will make the final recommendation for approval of a venue for a specific meeting. Following Board approval, Vendor will negotiate the contract terms, provide to the Executive Director for review and ultimately sign the approved contract.
 - ii. The location selection shall be made by the IETF LLC Board and venue selection shall be made by the Executive Director, based on input from and recommendations of the Vendor.
 - iii. The Vendor will not be responsible for finding or negotiating with Meeting Hosts or Sponsors.
 - iv. The Vendor will work with the IETF Fundraiser to ensure Meeting Hosts and Sponsors are informed of their responsibilities and ensure their benefits are fulfilled and tracked.
 - v. The Vendor shall work with local destination management organizations to identify and apply for available funding and services, manage fulfillment of the related conditions and work with the destination management organization to ensure payment and services are received.

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b. Meeting Calendar.

- i. The Vendor and ED shall use commercially reasonable efforts to select Meeting venues no less than two (2) year in advance of such Meetings and to the extent possible three (3) years in advance.
- ii. Meeting dates shall be fixed at least three (3) years in advance so as to avoid clashes with other major networking standards organizations or relevant events in accordance with the IETF LLC Meeting Clash Policy. The Vendor shall gather information with those other organizations, as appropriate, to avoid clashes.

c. Competitive Bids and Contracting.

i. Based on the selection of meeting locations and venues by the ED, Vendor shall be responsible for soliciting, qualifying and negotiating written bids from third party venue and hotel vendors for such Meeting venues and dates. Vendor shall use the IETF Venue Selection Criteria to qualify venues and hotels.

[https://datatracker.ietf.org/doc/draft-ietf-mtgvenue-iaoc-venue-selection-process/]

- ii. Vendor shall provide all contracts to the ED for review and approval.
- iii. All contracts with third party vendors relating to Meetings and Retreats, other than Host and Sponsor agreements, shall be executed by Vendor as an agent of IETF LLC, provided, however, that each such contract shall be approved in writing by ED and recognize Vendor as an agent of IETF LLC or expressly permit Vendor to assign such contract in its entirety to IETF LLC.

d. Hotel Accommodations.

- i. Vendor shall reserve an appropriate number of hotel rooms (approximately 3,500 room nights) in as many hotels as necessary based upon the anticipated attendance for such Meetings as provided by the Executive Director.
- ii. Vendor shall provide hotel reservation coordination services for the NomCom chair, IRTF chair, IAB members, IESG members, IETF LLC board members, and the NOC.

e. Commissions.

i. Commissions have impacts on attendance, costs and meeting fees. Vendor shall obtain the consent of and any guidance from the Executive Director

- prior to negotiating contracts with commissions. Any commissions obtained shall be paid as directed by the Executive Director.
- ii. Commissions impact meeting revenues and accordingly, meeting registration fees and attendance. Vendor shall negotiate commissions on guest rooms, F&B and other items, wherever possible, with commissions obtained to be paid to IETF LLC, or as otherwise director by the Executive Director.

f. Meeting Accommodations.

- i. Vendor shall make arrangements for meeting and Hackathon accommodations.
- ii. Vendor shall coordinate (with the assistance of a scheduling tool) with Area Directors, Working Group Chairs, Birds of a Feather (BOF) session chairs, and Research Group Chairs to provide a schedule for meeting sessions that is best able to meet their requirements.
- iii. Within the Meeting venues, Vendor shall arrange for food and beverage, audio visual, and an appropriate number of conference rooms, while adhering to strict budgetary constraints as assigned for each group, to accommodate anticipated Working and Research Group sessions and other breakout meetings which includes at least the following:
 - 1. At least one room, or a combination of meeting rooms, which can accommodate approximately 85% of the anticipated Meeting attendees for the IETF plenary sessions;
 - 2. Office and storage space for the Vendor staff, IETF LLC Board of Directors, the NOC, and other volunteers of the IETF Community to handle the administration and management of the Meetings;
 - 3. Meeting rooms, including audio visual equipment and speakerphones for the IAB, IESG, IETF LLC, IRTF, Hackathon, the Host, the IETF NomCom, IETF Systers, and various IETF programming and committees for breakfast meetings, lunches, dinners and such other meetings as required in accordance with the IETF LLC Meeting Room Policy; [https://www.ietf.org/how/meetings/meeting-rooms-policy/]
 - 4. Conference rooms that can be used for training sessions as determined in consultation with the EDU Team and Executive Director;
 - 5. A network access room (commonly referred to as the "Terminal Room") to accommodate approximately 5% of expected attendees

- where participants can sit and obtain wired and wireless Internet access, electrical power, and printing facilities;
- 6. An accommodation in venue contracts of wireless Internet access in all meeting rooms and appropriate public areas, such as meeting lounge areas;
- 7. A network operations center (commonly referred to as the "NOC") and Help Desk of appropriate size and location to handle the network operations and customer support during the Meetings;
- 8. Audio visual equipment in each of the Meeting rooms to accommodate presentations from laptop computers via wired or wireless Internet connections and microphones for the chairs, speakers, confidence monitors and at least two microphones for session attendees;
- 9. Remote participation services in each of the breakout sessions and all appropriate AV equipment to support remote participation services; and
- 10. Electrical services and power supplies in each of the conference rooms, which may or may not include the plenary facilities, at the Meeting venue, adequate for a majority of participants to obtain electrical power.
- iv. Vendor shall provide a mailing list for IETF meeting attendees to communicate issues/problems directly to the NOC team, during the meeting.
- v. Catering for morning and afternoon breaks, and possibly light breakfast and/or lunch, as required and approved by the Executive Director.
- vi. Arrangements for and coordination of the Welcome Reception, Newcomers' Meet and Greet, Systers' networking event and other receptions as requested by the Executive Director.
- vii. Provide for promotion of the IETF social event on the meeting web page.

g. Registration Services.

i. Vendor shall arrange for advance and onsite registration services for each Meeting. Such registration services shall be conducted both online, at least three (3) months in advance of such meetings, as well as real-time onsite registrations during the actual Meetings.

- ii. Moreover, such registration services shall include the collection of all Meeting fees on behalf of the IETF Community, with a variety of payment methods including all major credit cards, PayPal and wire transfers. Fees shall be deposited directly into an IETF LLC account.
- iii. Registration services must include the ability to support multiple registration types, fee schedules, and special event registration systems.
- iv. Vendor shall be responsible for identifying local sponsors, hosts, or government agencies to provide local letters of invitation to attendees. Vendor shall work with identified organization and provide templates and information to ensure letters of invitation are appropriately created. Vendor shall incorporate local letter of invitation into registration system to provide electronic Letters of Invitation within one (1) business day. Vendor shall ensure signatory at local organization receives hard copy requests and issues letters within three (3) business days to participants who register and need them in order to obtain visas or other travel documents. Prepayment of registration fee shall not be required for the issuance of a Letter of Invitation when the participant has previously attended an IETF meeting.
- v. Vendor shall provide online ticketing system for IETF social events. Social event payments will be deposited directly into the IETF LLC bank account when event registration opens or as soon thereafter as the Social details are fixed. Vendor shall be responsible for distribution and tracking of social tickets.

h. Pre-Meeting Preparation.

- i. Vendor shall coordinate with the venues, local sponsors and meeting hosts (if any), and with other vendors, as well as IETF Community volunteers to deploy the network services.
- ii. Vendor shall organize a pre-meeting venue visit, including a set agenda and hotel reservations, in coordination with venue, A/V, NOC volunteers, NOC Network Vendor, Meeting Hosts and other necessary Vendors and/or Sponsors.
- iii. Vendor shall call for session agendas from Working Group chairs and BOF session chairs, and the Vendor shall provide a means for posting session agendas and presentations prior to the meetings.
- iv. Vendor shall work with Area Directors, the IETF Chair, the IAB Chair, and the IRTF Chair to plan and approve the meeting schedule, including plenary sessions and any additional sessions that they approve. Vendor shall gather information for the schedule from Working Group and Research Group Chairs.

- v. Vendor shall provide name badges, and printed and electronic agendas for attendees.
- vi. Vendor shall develop, print and deploy all meeting signage, including signage to recognize meeting and event sponsors.
- vii. Vendor shall arrange for IETF equipment to be shipped to venue and provide shipping assistance as necessary for special events.
- viii. Vendor shall provide additional services, such as printing, tickets or accepting credit card or check payment for the Social on site.
- ix. Vendor shall prepare a detailed timeline of various deadlines leading up to each meeting, such as start of registration, dates for submission of agenda requests, Internet-Draft submission deadlines, etc., which shall be approved by the IETF Chair and then published at least 4 months in advance of the meeting. Vendor shall strictly adhere to the published schedule.
 - x. Vendor shall establish a schedule of announcements, in alignment with the meeting deadlines, to announce various aspects of the meeting and provide reminders to the community.
- xi. Vendor will create, manage and maintain web pages detailing various aspects of the upcoming three meetings.
- xii. Vendor will create, manage and maintain a Meeting Wiki to provide attendees with information related to the location of the meeting.

Sessions.

i. Vendor shall arrange for the logging of attendance at Working Group and BOF sessions ("blue sheets"), including creation, distribution, collection thereof, and for the posting of minutes, presentations and blue sheets to online Proceedings.

j. Security.

- i. Vendor shall review security threats and emergency plans with the Venue prior to each meeting. Any issues or concerns shall be brought to the attention of the ED.
- ii. Vendor shall make arrangements for onsite security as requested by the Executive Director.

k. Community Meeting Feedback.

- i. Vendor shall develop surveys, under the guidance of the Executive Director, regarding the overall satisfaction of the IETF community with the Meetings, including the performance of Vendor in the delivery of its services.
- ii. Vendor will collate survey data for presentation to the IETF LLC Board.
- iii. Survey results shall be one criterion used to evaluate Vendor performance.

2. Retreats

a. Requirements

- i. The IESG, IAB, IRSG, RSOC, and IETF LLC Board of Directors each may take one or two retreats annually.
- ii. The Vendor shall, upon request by the Executive Director, negotiate contracts for meeting space, hotel accommodations, food and beverage, Internet access, teleconference, and audio-visual support as needed.
- iii. Vendor shall provide hotel reservation coordination services for attendees.
- iv. Executive Director will approve the venue and contracts prior to execution of contracts.

B. Clerical Support Services

Vendor provides direct support for the technical standards process. This support extends to the Supported Organizations. Automated tools provide support for many Secretariat activities (see Appendix 4).

Vendor prepares, moderates, minutes, and follows up on actions for the twice-monthly IESG teleconferences at which the Area Directors review protocol actions, document actions, working group actions, and management issues. In addition the Vendor handles IETF Last Calls; management of the IESG agenda's document queue; interim Working and Research Group meeting approvals; the creation, re-chartering and closure of working and research groups; the posting of implementation reports, appeals and responses to appeals, IESG statements, Internet-Drafts, IPR Disclosures, and Liaison Statements; the maintenance of the IESG web pages; the maintenance of the IESG mailing lists; the support of the Nominating Committee; the provision of information on IESG procedures and processes.

Vendor is responsible for processing requests to ensure that the repository is kept up-to-date.

Internet-Drafts are submitted by participants in IETF working groups, IRTF research groups, and by individual submitters at any time. Internet-Drafts are normally processed automatically and immediately, except for two weeks before a scheduled meeting, but when manual processing is required, they are processed within one (1) business day of their submission.

Vendor is responsible for publishing official IETF actions to the IETF community. Most of the official actions that the Vendor publishes on a routine basis are actions taken by the IESG. These include Protocol Actions, Document Actions, Working Group Actions, Decisions on Appeals to the IESG, and IESG Statements.

Vendor shall maintain a ticket system for tracking requests for information and assistance from the IETF community. Authors, working group chairs, Area Directors, and the RFC Editor normally submit requests for assistance with documents. Other members of the community may also submit requests for assistance. Vendor shall process requests for assistance with document and working group management within two (2) business days.

The following services provided to the IESG may be extended to other members of Supported Organizations as approved by them and requested by the Executive Director. It is not expected that such services would represent a significant fraction of the workload and would not be extended to one additional FTE without discussion with and approval of the Executive Director.

- 1. Clerk Functions. The Vendor shall be responsible for providing the following services:
 - a. Supported Organizations support services.
 - i. The Vendor shall arrange for cost-effective Teleconference services as requested by the ED.
 - ii. The Vendor shall provide administrative support for (i) IETF document tracking, (ii) mailing lists, including but not limited to the IETF general discussion and announcement mailing lists and Working and Research Group mailing lists, (iii) charters WG and RG, (iv) handling actions for working group formation and re-chartering (v) Working Group milestone tracking, (vi) IETF websites, (vii) current working documents, and the (viii) archives of mailing lists, (ix) expired Internet-Drafts (I-Ds), and (x) any other documents belonging to the IETF standards process. Tools maintenance is covered under IT Support Services.
 - b. Standards Process Support. The Vendor shall support the IETF standards and document process. [See Appendix 3] This process includes:
 - i. Publication and digital signature of I-Ds and support of the I-D repository,
 - ii. Document tracking,
 - iii. Ticket-system-based response (document and working group management),

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- iv. Announcements of last calls,
- v. Data management, including I-D Tracker updates,
- vi. Handling the Intellectual Property Rights disclosures, including interaction with patent holders [RFC8179],
- vii. Publication of official actions, such as document approvals, and other IESG/IAB/IETF LLC/NomCom announcements,
- viii. Communication of status to relevant groups,
 - ix. Registration and publication of liaison statements,
 - x. Publication of intellectual property rights disclosures,
 - xi. Documentation of IESG processes and background material on the internal wiki in order to capture the organizational history as members turn over,
- xii. Tracking of IESG deliverables and action items, and
- xiii. Collection and archiving of presentations, minutes, videos, audio recordings, and attendance lists from IETF meetings, including interim meetings of Working Groups.
- c. Managing meetings. Vendor shall perform the following services specifically for the IESG. Such service may be extended to the Supported Organizations upon request by the ED.
 - i. Scheduling of and facilitating regular, normally bi-weekly, teleconference meetings.
 - ii. Coordinating with the members of the IESG to create meeting agendas.
 - iii. Create minutes following IESG Teleconferences.
 - iv. Collecting, maintaining and administering the IESG process documents, including, but not limited to, "narrative" meeting minutes, and IESG statements.
 - v. Creating, maintaining and administering the long-term archives of IESG meeting minutes.
 - vi. Creating minutes of plenary sessions.

- d. Support of the Nominating Committee (NomCom). Vendor shall provide support to the NomCom of the IETF for the purpose of ensuring a smooth nomination and selection process for the leadership of the IETF.
- e. Archive Services. Vendor shall use commercially reasonable efforts to collect and store historical IETF Community records for which the Vendor is given access. Commercially reasonable backup practices shall be employed to ensure the availability of the records. These records include:
 - i. Archives from mailing lists, including IETF mailing lists not hosted by the Vendor, where Vendor is provided access authority or where provided to Vendor in a format able to be archived by Vendor, including Working Groups (WG),
 - ii. Expired I-Ds,
 - iii. Working Group and Research Group charters and each of their versions,
 - iv. Administrative records,
 - v. Minutes,
 - vi. Jabber logs,
 - vii. Audio and video files,
 - viii. Meeting attendance records (blue sheets) shall be uploaded to the meeting Proceedings for archiving,
 - ix. Meeting proceedings,
 - x. Long-term archive service to provide the members of the IETF leadership the ability to submit documents for archive, and all community members the ability to retrieve archived documents.
- 2. IAB Executive Administrative Manager Services See IAB Executive Administrative Manager SOW in Appendix 6.
- 3. LLC Administrative Support Services See LLC Board of Directors Executive Administrator Statement of Work in Appendix 10.

4. Minutes

a. Vendor shall provide high-level and/or narrative (transcript-style) minutes for various meetings and teleconferences, including but not limited to:

- i. High-level minutes of formal IESG teleconferences
- ii. Narrative minutes of formal and informal IESG teleconferences
- iii. Narrative minutes of in-person IESG meetings
- iv. High-level minutes of IAB teleconferences
- v. Narrative minutes of IAB teleconferences (for IAB use only)
- vi. High-level minutes of in-person IAB meetings
- vii. Narrative minutes of in-person IAB meetings (for IAB use only)
- viii. High-level minutes of RSOC teleconferences
- ix. High-level minutes of in-person RSOC meetings
- x. Transcripts of Q&A sessions during IETF plenaries
- xi. High-level minutes of LLC board meetings
- xii. Narrative minutes of LLC board meetings (for board use only)
- xiii. High-level and/or narrative minutes of LLC subcommittee meetings as needed

C. IT Support Services

Vendor will provide for Internet presence, website support, mailing list services (including signing with DKIM), customer support services, instant messaging support, IP support (IPv4 and IPv6), subdomain support (signed with DNSSEC), Internet-Draft signing, and tools maintenance and development services (currently in Python and Django). These IT services provide vital support to all of the Supported Organizations. Vendor must deploy IETF protocols where possible, but must use open standards where no IETF alternative is available.

- 1. **IETF Infrastructure Services.** Vendor shall adhere to the IT Infrastructure Guidelines and the Customer Support Guidelines (See Appendices 8 and 9) in support of these objectives. Vendor shall provide the following technical services for the IETF Community:
 - a. Network Presence. Vendor shall provide a reliable and resilient network presence for the website and the following technical services:
 - i. co-location, providing at least two (2) independent sites (separate power grids and widely separate geographic locations) capable of serving 100+ Mb/sec of data (i.e., located on different subnets and/or with different service providers), designed for scalable access and resistance to denial of service attacks.
 - ii. secure name service [RFC 4035 and references],
 - iii. routing,
 - iv. transit,
 - v. monitoring & security,
 - vi. provisioning core services such as rsync and FTP, and
 - vii. listing of and coordination with mirror sites.

Vendor shall provide in its offer the network and infrastructure measurements and Service Level Agreements it is prepared to deliver and maintain.

- b. **Websites Support.** The Vendor shall provide distributed Web service for the following URLs:
 - https://www.ietf.org/
 - https://www.iesg.org
 - https://www.iab.org/
 - https://www.irtf.org/ and
 - https://www.rfc-editor.org

as well as related URLs, and select subdomains approved by the ED.

Website support includes:

- i. develop content as directed by ED,
- ii. update web pages on request and within specified time limits,
- iii. review, test, and deploy updates to the website CMS as approved by the Tools Team Project Manager
- c. **Mailing Lists Services.** With respect to all authorized IETF mailing lists, including those administered by the Clerical Services Vendor, the Vendor shall provide the following services:
 - i. capacity of 50,000 messages/hour (recipient side),
 - ii. the ability to host 2000+ mailing lists,
 - iii. Web-based mailing list maintenance,
 - iv. commercially reasonable spam filtering measures, including, at a minimum, DKIM, and those spam filtering measures the Vendor takes to protect its own internal and external mailing lists,
 - v. dual redundant systems except during scheduled maintenance,
 - vi. collection and storage of archives for all IETF lists, including IETF mailing lists not hosted by the secretariat where Vendor has been provided access authority or that are provided to Vendor in a format for which Vendor is able to archive in accordance with Section 2(e) above, and
 - vii. spam moderation of the IETF list, and other lists as requested by the ED, not to exceed 25 mail lists
- d. **Customer Support Services**. Vendor shall provide a trouble ticketing service that provides a ticket queue system with customizable queues. Messages sent to certain conventional addresses such as iesg-secretary@ietf.org and ietf-action@ietf.org shall automatically enter the ticket system.
- e. **Instant messaging service.** Vendor shall maintain an instant messaging service that provides for chat sessions. In addition, such chats shall be logged and archived for future viewing. The jabber (XMPP) standard shall be used. There are currently approximately 500 chat rooms. User accounts are not currently issued, users are required to provide their own Jabber accounts from external hosts. Vendor shall take reasonable steps to ensure broad compatibility with global Jabber servers, subject to support availability from those global servers.

- f. **IP Support.** Vendor shall provide world-class IP support IPv4 and IPv6. All IT services should be accessible from IPv4 and IPv6, with no difference in performance, quality, delay, and support.
- g. **Subdomain Support.** Vendor shall provide DNS delegation and DNS support (signed with DNSSEC) for IETF subdomains, e.g., tools.ietf.org, operated within the community and approved by the ED.
- h. **Backups.** Vendor shall follow best commercial practices to provide a robust backup capability.
- i. **Internet-Draft Signing**. Drafts shall be digitally signed shortly after their posting as specified in RFC 5485 and RFC 8358.
- j. **Tools**. All Tools shall be open sourced and with a license as directed by the ED.
 - i. Vendor shall, at no additional charge, maintain, correct and update the current suite of "tools" utilized in connection with IETF secretariat functions, a list of which is below. (See Appendix 4) Vendor's obligation to so update such tools at no additional charge shall be limited to any correction of any bugs or performance issues that arise during the term of the Agreement, as well as minor extensions and enhancements (i.e. fewer than 8 programmer hours for each minor extension or enhancement) requested by the ED.
 - ii. Periodic reporting of Tools development shall be provided to the ED, as requested.
 - iii. Future tools shall be separately contracted and may be put out for separate bid

The timeline for implementing additional IETF requests will depend on available staff time and resources. That said, if there is a project that the IETF deems extremely important and urgent, Vendor may choose to bid it as a separate project so that we can expedite the delivery of the new feature.

k. IETF Community Participation

- i. The IETF has a Tools Team that participates in the tools development and maintenance process for community tools and their interfaces, for example, in specifications development, tools design and development, tools testing, and project management.
- ii. Vendor will be expected to cooperate and coordinate activities in these areas with the Tools Team.

l. IETF Outside Vendors

- i. The IETF may from time to time contract outside vendors to develop and maintain various software tools to be hosted on the IETF servers. Vendor will coordinate with these outside vendors to install and operate these software packages and update them as directed by the ED.
- ii. Vendor shall maintain PCI DSS compliance for all payment processing services operating on any and all Vendor operated servers.

m. GDPR/CCCP

i. Vendor shall implement and maintain practices to provide GDPR/CCCP compliance as regulations and requirements evolve.

D. CPA Financial Support Services

- 1. Certified Public Accounting Financial Management
 - a. **Professional Service**. The Vendor will provide (i) a Certified Public Accounting professional on staff for financial management in accordance with applicable laws and regulations, (ii) budgets and year-end forecasts in a timely fashion, and (iii) invoices with appropriate supporting documentation. The Vendor will issue 1099s as required and file 1096 as required and will work with selected auditor to perform year-end audit. Year-end audited financial reports will be provided to the Internet Society as required according to the IETF Administration LLC/Internet Society agreement. [https://www.ietf.org/documents/180/IETF-LLC-Agreement.pdf]
 - b. **Bank Accounts**. The Vendor will maintain a separate checking and savings account for the IETF Administration LLC. Payments and withdrawals from the IETF accounts must be approved by the Executive Director. The IETF bank accounts will be funded by registration fees, meeting and other IETF-related sponsorship payment, other revenues, when received, and from the Internet Society as agreed to in the IETF Administration LLC/Internet Society agreement.
 - c. Monthly Financial Statements. The Vendor will perform monthly bank account reconciliations and will produce IETF-formatted monthly and meeting specific financial statements for the IETF Board, including Board requested notes, according to the approved schedule. Monthly financials will be based on Generally Accepted Accounting Principles. The format and schedule of the financial statements may be modified by the IETF LLC Board or Executive Director. Vendor will provide customized financial reports to the Executive Director or Board as requested. Vendor will also participate in Board Finance Committee calls, as requested.

- d. **Annual Budget**. The Secretariat, with the review by and approval of the IETF LLC Board and the Executive Director, will develop an initial draft of the IETF LLC Budget. A Chart of Accounts will be used to track all transactions against the yearly budget.
- e. **Accounts Payable**. The Vendor will review and process all approved Accounts Payable for the IETF LLC. This includes:
 - i. Timely payment of invoices
 - ii. Management of payment schedules (ie. track deadlines) for all meeting deposits
 - iii. Reconciliation of meeting expenses after each meeting
- f. **Accounts Receivables**. The Vendor will review and process all Accounts Receivable for the IETF LLC. This includes but is not limited to:
 - i. Reconcile all meeting registration fees including credit card and PayPal payments
 - ii. Invoice and follow up on payments for all meeting sponsors both multiyear and event specific sponsors. This includes establishing the IETF LLC as a qualified supplier for the companies that agree to sponsor IETF meetings.
 - iii. Invoice and follow upon on payment with hotels to ensure receipt of all hotel commissions
 - iv. Reconcile meeting revenue (sponsorship, registration, hotel commissions, other)
 - v. Ensure all monies received are deposited into the IETF LLC bank account.
 - vi. For IETF meetings that require VAT payments, work with the selected IETF LLC VAT Tax Authority vendor to ensure that the IETF complies with all reporting requirements in order to qualify for VAT tax reimbursement

g. Meeting Financial Management.

- i. Vendor shall provide a proposed budget before venue contract execution.
- ii. Vendor shall provide a forecast prior to each meeting.
- iii. Vendor shall provide a financial report of each Meeting to the ED. The preliminary meeting financial report shall be provided within 30 days of the meeting, with a final report due upon the Master Account reconciliation, but not later than sixty (60) days after the meeting.
- iv. The Master Account reconciliation will be pursued in a diligent and expeditious manner, typically within thirty (30) days.
- v. Vendor will provide a statement of meeting and social registrations fee payments weekly.

- vi. Vendor will provide a report of its actual versus budget performance for each meeting.
- vii. All budgets shall be subject to Executive Director approval.
- viii. Year-End-Forecasts shall be provided after the first and second meeting, in a diligent and expeditious manner, typically within forty-five (45) days.

h. Clerical Financial Management

i. Any expenses that are to be reimbursed require prior approval by the Executive Director, and Vendor shall provide invoices within 30 days of incurring the cost.

i. IT Financial Management

- i. Vendor shall provide invoices within 30 days of incurring the cost.
- ii. Each software development project requires an approved schedule and budget before work begins.
- iii. All schedules and budgets shall be subject to Executive Director approval.

Appendix 3: Secretariat References and Sources of Information

- A. Introduction
- B. References and Sources of Information

A. Introduction

The Secretariat is responsible for four functional areas: Meetings, Clerical, IT, and Financial. Appendix 2 is a statement of work providing a detailed breakdown of those functions. The purpose of this section is to provide historical information, or sources of information, from which one might gain a greater understanding of the customer, the workload, and service level expectations.

B. References and Sources of Information

Although not a complete list, Offerors should be familiar with the following material.

1. References

- a. RFC 2026: The Internet Standards Process -- Revision 3
- b. RFC 2418: IETF Working Group Guidelines and Procedures
- c. RFC 5378 & 8179: IETF Rights in Contributions and Intellectual Property Rights in IETF Technology
- d. The Tao of IETF: A Novice's Guide to the Internet Engineering Task Force, https://www.ietf.org/about/participate/tao/
- e. The IETF Process: an Informal Guide, https://www.ietf.org/standards/process/informal/
- f. Guidelines to Authors of Internet Drafts, https://www.ietf.org/standards/ids/guidelines/

2. Sources of Information

- a. IETF
 - i. General: www.ietf.org
 - IESG: https://www.ietf.org/about/groups/iesg/, https://trac.ietf.org/trac/iesg/

- iii. Working Groups: https://datatracker.ietf.org/wg/
- iv. Secretariat Operations Reports: https://www.ietf.org/secretariat-reports/tickets/

b. Meetings

- i. Meetings Calendar 2019 2028, https://www.ietf.org/how/meetings/upcoming/
- ii. Meetings 1986 2018, https://www.ietf.org/how/meetings/past/
- iii. Meeting Proceedings, https://www.ietf.org/how/meetings/proceedings/
- iv. IETF Administration LLC Budget, https://www.ietf.org/llc/
- v. Meeting Financial Statements, https://www.ietf.org/about/administration/financial-statements/
- vi. Meeting Surveys, https://www.ietf.org/how/meetings/admin/meeting-surveys/

c. Clerical

- i. IESG Teleconference Minutes, https://www.ietf.org/about/groups/iesg/minutes/
- ii. IAB Teleconference Minutes, https://www.iab.org/documents/minutes/
- iii. IETF Administration LLC Board Minutes, https://www.ietf.org/about/groups/llc-board/minutes/

d. IT

- i. Web Stats, https://www.ietf.org/usagedata/
- ii. IETF Web Tools, https://www.ietf.org/how/tools/
- iii. IETF Volunteer Tools, https://tools.ietf.org/
- e. IETF LLC Policies: https://www.ietf.org/search/?query=policies
 - a. Policies & Procedures
 - i. Meeting Minutes
 - ii. Electronic Voting
 - iii. Covered Individuals

- Whistleblower iv.
- Travel & Expense V.
- vi. Records Retention
- vii. Conflict of Interest
- viii. Code of Conduct
- b. IETF Meeting Photography Policyc. Meeting Rooms Policy
- d. IETF Anti-Harassment Policy

Appendix 4: Secretariat Tools List

WEB TOOLS

* The datatratracker (Django)

Components developed, maintained, and operated by the Secretariat

Area Tool

Announcement Tool

Blue Dot Report Tool

Blue Sheet Creator

Internal Chairs Management Tool

Internal Draft Management Tool

Internal Group Management Tool

Internal Proceedings Management Tool

Meeting & BOF Session Request Tool

Rolodex Tool (which includes the E-mail Address Update and Secretariat Staff Management functions)

Telechat Management Tool

Components operated by the Secretariat:

API access to datatracker data

Community Draft Tracking Tool

Documents Tool (includes Internet-Draft management)

Groups Tool

ID Index generation Tool

IESG Tool

IETF Authorization / Account Management Tool

Internet-Draft Submission Tool

IPR Tool

Liaison Statement Management Tool

MailTrigger Mail Destination Management Tool

Meeting Management Tool (which includes Interim Meetings and the Meeting Materials functions)

NomCom Management Tool

Person Management Tool

Proceedings Management Tool

Review Management Tool

Statistics Tool

* Stand-alone tools developed, maintained and operated by Secretariat

Onsite Self Registration tool

Registration Management tool

Meeting Registration system

Email archive tool

* Stand-alone tools operated by Secretariat

IDnits

Email archive tool (mailarchive.ietf.org)

Group trac wikis

IETF website

IMAP email archive access tool

RFCDiff

* Other services operated by Secretariat

ftp

IMAP email archive access tool

Jabber

MailMan

rsync

Appendix 5: IAB Executive Administrative Manager Statement of Work

I. Background

The IAB is chartered both as a committee of the Internet Engineering Task Force (IETF) and as an advisory body of the Internet Society (ISOC). Its responsibilities include architectural oversight of IETF activities, Internet Standards Process oversight and appeal, and the appointment of the RFC Editor. The IAB is also responsible for the management of the IETF protocol parameter registries. https://www.iab.org/>

The Executive Administrative Manager will be the Secretariat's primary contact for the Internet Architecture Board (IAB) Chair in the day-to-day management and operation of the board. It is expected the task will take 10-20 hours per week on average, more for IETF meeting weeks and closer to full time during IAB retreats.

II. Executive Administrative Manager Position

A. Administrative Responsibilities

- 1. The Executive Administrative Manager must maintain a rough state of the full scope of IAB activities in order to:
 - a. Drive meeting agendas,
 - b. Complete recurring events on time (e.g. personnel appointments), and
 - c. Progress IAB work items

This is an important aspect where the Executive Administrative Manager aids the Chair, since most IAB members tend to focus on just a subset of IAB issues or technical areas.

2. Other duties include:

- a. Coordinating the IAB meeting schedule
- b. Constructing meeting agendas
- c. Assisting in running meetings
- d. Capturing and tracking action items
- e. Producing and posting public minutes once they are approved by the board
- f. Maintaining the IAB's public calendar
- g. Documenting IAB processes and background material on the internal wiki in order to capture the organizational history as board members turnover.
- h. Drafting and maintaining timelines for various IAB appointments
- i. Drafting and sending correspondence related to IAB appointment processes
- j. Scheduling interviews for various IAB appointments
- k. Overseeing collection of monthly reports to the IAB from various liaisons

- 1. Compiling and sending reports to the ISOC Board of Trustees on IAB liaison activities
- m. Taking on specific projects or tasks for the board, such as assisting with the updating / upgrading of infrastructure components (e.g. website redesign).
- n. As need is determined by the IAB Chair, provide support for designated IAB Projects similar to that provided for the full IAB.
- 3. The Executive Administrative Manager also handles various IAB logistics and elements of the IAB information flow, such as:
 - a. Managing mailing lists
 - b. Running polls
 - c. Building and maintaining the IAB website and internal wiki.

B. Technical Responsibilities

1. It is helpful if the Executive Administrative Manager has some understanding of the organizational and political environment in which the IAB operates; the working model of the IAB allows for very frank and open discussion among board members, and often the Executive Administrative Manager needs to summarize these discussions into a form that is appropriate for public distribution (e.g. meeting minutes).

C. IETF Meeting Weeks and IAB Retreats

- 1. The week of each IETF meeting is busy for the IAB Chair, and consequently for the Executive Administrative Manager. The IAB, and various subsets of the IAB, have numerous meetings during IETF, and the Executive Administrative Manager assists with planning and logistics for many of these. For this reason, the Executive Administrative Manager's participation at IETF meetings is quite important, usually beginning the Saturday before the meeting and lasting through Friday evening.
- 2. The Executive Administrative Manager assists in a similar manner during the annual IAB retreat (usually 2-3 days), and may participate in other IAB workshops and meetings throughout the year.

D. Operational Structure

- 1. The Executive Administrative Manager reports to the IAB Chair in the performance of his/her responsibilities.
- 2. The IETF LLC will define the approach to fill the Executive Administrative Manager position that meets the requirements defined in this SOW.

E. Travel

- 1. The Executive Administrative Manager is expected to attend the three (3) IETF meetings per year, plus such retreats or workshops as the IAB Chair may require, subject to available funds in the Budget.
- 2. Travel policies regarding class of travel, compensable expenses, invoicing requirements, etc. in effect are those of the IETF LLC.

F. Confidentiality

1. The Executive Administrative Manager is privy to confidential IAB information and is bound by the same disclosure rules as all IAB members.

Appendix 6: Secretariat IT Infrastructure Guidelines

I. Purpose

This document contains definitions, general information and guidelines for operational functions with regard to the VENDOR IT Infrastructure Guidelines for the IETF community.

II. Definitions

Reference VENDOR Customer Support Guidelines document.

III. Guidelines

A. Collocation

VENDOR has configured the major components of its networks in a manner designed to eliminate any single point of failure. All of the data centers are equipped with uninterruptible power supplies to ensure constant, uninterrupted power availability. Additionally, the data centers are located in different states. Each data center is always "live" with real time mirroring of databases to ensure no interruption of service in the case of an outage at one data center. The VENDOR network has been designed to meet carrier-grade performance standards. Performance results are monitored on a continuous basis.

1. Data Center Security

The VENDOR Physical Security systems in [Location] protect the VENDOR offices, data center, and Network Operations Center (NOC). The VENDOR Physical Security is comprised of the following systems:

- a. Building Door Camera Surveillance System
- b. High Security Locks and/or Access Systems
- c. Electronic Alarm Systems and Motion Detectors

2. Access (Visitor)

Anyone who does not have authorized access to a restricted area is considered to be a visitor. All visitors must be escorted and signed in. Visitors requiring access to restricted areas must have the following: A VENDOR point of contact (POC), a pre-arranged visit appointment and schedule, a valid photo I.D and when applicable, a written scope of work defining tasks to be performed. Normal working hours in the data center are from 08:00 to 17:00 Monday through Friday. Work performed outside these hours must be approved by the IT Director. No visitors are ever admitted to VENDOR data centers without advance arrangements and approval.

B. Name Service

1. Standards

VENDOR maintains DNS records for the IETF. DNS change requests from the IETF must be approved by the ED and will be taken 'as-is'. Responsibility for the accuracy of the request lies with the requestor.

2. TTL requirements

TTL requirement deviating from the normal DNS template will need to be approved in writing.

3. Other requirements

Additional requirements must be submitted first to VENDOR in the details of the request.

C. Monitoring & Security (Including Spam Filtering)

1. Monitoring

Monitoring of systems is provided by VENDOR staff, which provides tier 1 problem response and troubleshooting.

VENDOR will monitor all pertinent and requested systems, pursuant to requirements outlined in contractual agreements. Additional requests for monitoring will be made via ticket request, and will need to be approved by both VENDOR and the IETF.

a. Alerting

Alerts will be responded to, based on requirements provided.

b. Incident Reporting

All incidents will be provided with a severity number, per the VENDOR Support Standards.

c. Resolution

Appropriate resolution actions and criteria will be followed based on incident severity level.

2. Security

VENDOR will follow the guidelines outlined in this document when administering, supporting and protecting the IETF environment.

a. Data/Server Security

VENDOR will maintain network and server security based on best-practices and data sensitivity level.

b. Spam Filtering

Spam filtering will be administered by VENDOR. Appropriate measures will be taken to provide protection from Spam. VENDOR will take commercially reasonable spam filtering measures, including, at a minimum, those spam filtering measures VENDOR takes to protect other clients and its own internal and external mailing lists.

D. Provisioning core services (FTP & rsync)

1. Time to provision

VENDOR will provision any requested services within the parameters outlined in the SOW and/or any contractual agreement. Any request for provisioning must be provided by the IETF via ticket to VENDOR.

2. Q&A of provisioned services

VENDOR will provide basic testing to ensure that requested services have been provisioned correctly and that services are working within contractual parameters.

3. Emergency Provisioning

Emergency provisioning outside of normal working hours will be done on a case-by-case basis per the contractual requirements.

E. Cooperation & Coordination with Mirror Sites

VENDOR will coordinate any necessary interaction with secondary sites within the IETF network. Guidelines apply to both primary and secondary sites within the IETF network.

Appendix 7: Customer Support Guidelines

1. Definitions

"Business Hours" or "business hours" shall mean those hours contained within a Business Day as defined in Table 1 below.

"Customer Facing Incidents" or "CFIs" means the outages and impairments within VENDOR's Span of Control that adversely affect the IETF Community's ability to use the Secretariat Service.

"Customer Span of Control" means those areas of functionality with respect to the Secretariat Service that are under the control of the IETF Community. This includes all elements of the Customer's and/or Recipient's networks, which may affect VENDOR's provision of Services.

"Customer Support" means the personnel assigned by VENDOR to interface with the IETF Community on all CFIs. Customer Support shall be provided by VENDOR Help Desk.

"Data Center" or "DC" means the physical location in which VENDOR provides the facilities, equipment and personnel to offer the Secretariat Service. VENDOR will maintain at least two geographically distinct locations for IT services.

"VENDOR Network Operations Center" or "VENDOR NOC" means the location where VENDOR manages and monitors the operation of the Service.

"VENDOR Span of Control" means those areas of functionality with respect to the Secretariat Service that are under the control of VENDOR. The VENDOR Span of Control shall not include any Force Majeure Event or other event that is beyond the control of VENDOR in its role as a provider of the Secretariat Service.

"Other Downtime" means the total number of minutes in a given month during which Secretariat Service has been unavailable to the IETF Community due to causes that are not within the VENDOR Span of Control including, without limitation, incidents or outages due to any Force Majeure Event.

"Scheduled Maintenance Time" means total number of minutes in a given month that VENDOR has taken the Secretariat Service off-line to perform scheduled maintenance after providing notice, if required, to the IETF Community as described below.

"Service Availability" Service Availability shall mean the availability of the service for Secretariat Services. The measurement of Service Availability set forth in the Service

Level Exhibit Table 2 shall not include any service unavailability arising from or due to elements beyond the VENDOR Span of Control (as set forth below).

"Unscheduled Downtime" means the total number of minutes in a given month during which the Secretariat Service has been unavailable to Customer due to causes within the VENDOR Span of Control.

2. VENDOR Responsibilities and Support Services

The following section sets forth the support responsibilities of VENDOR in connection with the provision of Secretariat Services pursuant to the Master Services Agreement Addendum. VENDOR responsibilities to provide these support services as described below shall apply to Customer and Recipient and shall be documented.

2.1. Responsibilities

VENDOR will provide service operations, maintenance and administration in support of the IETF community. At the IETF's written request, VENDOR shall assist with problem identification and resolution for incidents outside the VENDOR Span of Control.

VENDOR will remedy incidents, within its Span of Control, that have been identified either by VENDOR, or Customer or Recipient according to the procedures set forth below and the IETF Community will provide all relevant information, if available, to VENDOR.

With respect to incidents that occur in the Customer Span of Control or in areas outside the VENDOR Span of Control, VENDOR will: (i) make reasonable efforts to assist with the resolution of the incident; and (ii) support the IETF's Recipient's escalations; provided, however, that it is ultimately Customer's or Recipient's responsibility to resolve incidents that involve Customer Span of Control or incidents outside the VENDOR Span of Control.

2.2. VENDOR Support Services

Customer Support will be the interface between the IETF and VENDOR for support of service impacting incidents. This arrangement provides the IETF Community with a process to access VENDOR for reporting incidents, receiving updates and pursuing escalation. Table 1 provides Customer Support hours of operation and contact information.

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Table 1 - VENDOR Customer Support Services Contact Information

	VENDOR Support Services
Hours of Operation	Business Hours (M-F) 8-4 p.m. (Central Time)
Contact Phone Number	
E-mail Address	ietf-action@ietf.org, until further notice by ED

Trouble tickets can be opened directly with Customer Support via phone 1-510-492-4080, fax (to be assigned) or **ietf-action@ietf.org** at any time. Email will primarily be used to provide follow-up information / confirmation of trouble tickets opened via phone call.

3. Data Center Capabilities

3.1. Physical and Network Security

The Data Center and its immediate perimeter will be monitored 24 hours per day, 7 days per week, 365 days per year. Access to the VENDOR facility and Data Center will be managed via separate security/access devices. Should VENDOR become aware of an unauthorized access to the Data Center that has an impact on the Secretariat Service, VENDOR shall (i) notify Customer and/or Recipient in writing, until changed with concurrence of ED, (ii) investigate the unauthorized access and (iii) prepare a corrective action plan to prevent further unauthorized access.

4. Incident Management

4.1. VENDOR Resolution Responsibilities

VENDOR will provide to Customer and Recipient the help desk support to (i) answer routine questions and resolve problems with respect to use of the Secretariat Service and (ii) enable the IETF Community to report any defect or any failure of Service. In addition to telephone access, Customer Support will include access by means of electronic mail. Customer and Recipient will contact Customer Support at the phone number set forth above.

All incidents concerning failures of any element or aspect of the Secretariat Service that cannot be solved by Customer or Recipient personnel or representatives after making reasonable efforts that are within the VENDOR Span of Control, will be reported to Customer Support pursuant to the procedures outlined below. Any reported incident that is caused by a failure that is outside the VENDOR Span of Control will be returned to IETF Community with an appropriate explanation. Further, if there is an incident being addressed by Customer Support that is within

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the Customer Span of Control and outside of the VENDOR Span of Control, the incident will be closed and returned to Customer and/or Recipient for proper resolution.

4.2. Customer Responsibilities

The following section identifies the responsibilities of Customer personnel and representatives under this document. Customer acknowledges that its failure to perform in accordance with the responsibilities set forth below or elsewhere in the Master Services Agreement, the Addendum or any other Exhibit or Addenda between the Parties, shall expressly waive any and all liabilities, damages and claims resulting out of VENDOR's failure to perform due to Customer's material noncompliance.

■ Incident Responsibilities

- Initiate a trouble ticket that clearly states the problem after gathering pertinent information about the incident, including message target number and any other additional information that the parties mutually determine is important to resolution of the incident.
- Provide VENDOR with necessary information that is relevant to the service
- Coordinate among Customer's operational and technical personnel as they interact with VENDOR or its designees for incident resolution.

■ Technical Responsibilities

- Understand and remain knowledgeable about problems that may arise during usage of the Secretariat Services to support all decisions.
- Understand and remain knowledgeable with respect to functionality of various Secretariat operations.
- Understand and remain knowledgeable about Customer setup's and be capable of discerning whether an incident is internal to Customer operations before identifying the incident as a trouble ticket for VENDOR.
- Resolve incidents or problems with the Secretariat Services that are within the Customer Span of Control.

5. Incident Handling by VENDOR

Customer Support will coordinate incident isolation, provide community notification and testing & repair work within VENDOR and all third-party systems that are within the VENDOR Span of Control. During the incident isolation and troubleshooting process, Customer Support will communicate incident resolution progress to the IETF Community based upon the times specified on Table 2 below, and resolve the incidents in accordance with the timeframes specified in Table 2. Severity 1 issues are considered to be Unscheduled Downtime unless otherwise agreed to in writing by Customer.

Additionally, VENDOR will proactively inform the IETF Community when an issue or condition arises that necessitates the creation of trouble tickets. VENDOR will resolve incidents within the VENDOR Span of Control within the timeframes set forth below.

VENDOR will resolve outages within the timeframes set forth in Table 2. VENDOR will provide a similar commitment as set out in Table 2 to Recipient's

Table 2 - VENDOR Support Services Response and Incident Handling Notification Timetable

Severity Level	Conditions	Update Method	Resolution	Closure
Severity 1 Critical Business Impact	Complete loss of service and work cannot reasonably continue. Real or perceived data loss or corruption. An essential part of the service is unusable. No workaround is available.	ietf-action@ietf.org	First update within 8 hours of acknowledgement. Subsequent updates every 8 hours after first update. VENDOR's customer support will work continuously to resolve the problem. Customer acknowledges that it shall make available resources to VENDOR's customer support to assist in the resolution of the problem. Fixes will be applied as emergency patches. The Severity Level may be downgraded if a viable workaround is established.	Customer receives a workaround or information that resolves the issue. or a patch is implemented, if issue is due to a software defect within 3 hours. VENDOR shall provide root cause analysis and resolution on all Customerspecific Severity 1 issues.
Severity 2	This incident level is attained when any of the following conditions are met within VENDOR's	ietf- action@ ietf.org	Acknowledgement of issue within 2 business	Customer receives a workaround or

	Span of Control: A significant degradation of the service occurs A high impact issue with a workaround. A critical capability cannot be accessed by a method that is part of the product design, but it can be accessed by one or more alternate methods.		days with an estimated time to resolve. The Severity Level may be downgraded if a viable workaround is established and fixes included in the next maintenance release.	information that resolves the issue. or a patch is implemented, if issue is due to a software defect within 2 business days
	Essential functionality of the Secretariat Services operates in a way that is materially different from those described in this Addendum. • A complete outage of the following: • Any of the VENDOR support tools is unavailable. These tools include monitoring, and reporting tools or trouble ticketing system.			VENDOR shall provide root cause analysis and resolution on mutually agreed upon Severity 2 issues,
Severity 3	This incident level is attained when any of the following conditions are met: The Platform is usable but is not functioning in accordance with the requirements set forth in this Agreement and the error condition has no substantial impact. The	ietf-action@ietf.org	VENDOR will open trouble tickets and report upon closure. Monthly reports will reflect all remaining open trouble tickets.	Acknowledge ment of issue within 2 business days with an estimated time to resolve. Fix or workaround in fourteen business days.

Severity 3 trouble has a minor impact on Services	
or resource where it may cause some impact but	
the trouble can be circumvented.	

5.1. Escalation Procedures

An Escalation: Regardless of an incident's severity level, escalation is warranted and will occur according to the time for response as outlined on Table 3 below.

Escalation Path for Technical Support Issues: If Customer is not satisfied with the technical support provided by VENDOR; Customer may request escalation from the VENDOR Customer Service desk. The VENDOR customer support dispatcher will immediately escalate the call to the appropriate supervisory level, and a representative will contact the customer or recipient within two (2) hours (severity 1), four (4) hours (severity 2), or two (2) business days (severity 3).

6. Incident Reporting Process

6.1. Communicating Incidents

Customer will communicate incidents to VENDOR in the following manner:

Customer will open trouble tickets via email <u>ietf-action@ietf.org</u>, until further notice by ED Trouble tickets can be reported at any time. Email will primarily be used to provide follow-up information / confirmation of trouble tickets opened.

6.2. Information for Incident Reporting

For each incident, Customer will provide VENDOR with necessary information that will facilitate timely problem determination and resolution. Upon notification of the incident, VENDOR will verify receipt of the necessary information. The following is the information that will be obtained from Customer for all reported incidents. (The information marked "Optional" is only required if it is available to Customer and determined by Customer to be appropriate):

- Reference number assigned by Customer (Optional);
- Time and date of the transaction in question (Customer to use reasonable commercial efforts to obtain this information);
- Description of the incident;
- Severity of the incident or problem ("Optional");

- List of those actions taken by Customer to verify the problem and resolve the incident;
- Other comments to provide additional information as needed ("Optional"); and

If clarification of this information is necessary to resolution of the incident, VENDOR will immediately contact Customer to request such clarification. VENDOR will begin investigating the incident upon receipt of the information and provide feedback to Customer as detailed in this Incident Reporting Process section. The trouble ticket is deemed "open" when VENDOR has received information outlined above. The trouble ticket will remain open until VENDOR believes that issue has been resolved. However, Customer may reopen the incident if desired for any reason at any time.

7. Incident Reports

7.1. Root Cause & Analysis ("RCA")

The purpose of the Root Cause and Analysis is to identify the cause of the incident and identify corrective actions to prevent its reoccurrence. For all Severity 1 tickets VENDOR will create an RCA and provide such report to Customer within three (3) business days of the close of the incident.

8. Maintenance Management

8.1. Planned Maintenance by VENDOR

VENDOR will ensure that any planned maintenance events will be executed in a well-coordinated manner. Proper execution includes advance notification to the IETF Community by Customer Support through the use of mailing lists and posting on the website and approval by the ED.

VENDOR conducts planned maintenance activities on a regular, scheduled basis. This schedule will be coordinated with the ED and communicated to the IETF community.

8.2. Service Interruptions and Advanced Notification Requirements

For all other Scheduled maintenance activities, VENDOR will provide the ED with at least three (3) business days advance notice via e-mail. VENDOR will assume that the scheduled maintenance is acceptable unless VENDOR is advised via e-mail within one (1) business day prior to the time of the planned event

VENDOR reserves the right to execute emergency maintenance at any time without notice, but will notify the ED and the IETF Community as soon as possible (targeting notification at least 120 minutes prior to event). "Emergency"

shall mean that VENDOR has become aware of a problem that, if an immediate remedy is not implemented, will prevent VENDOR from continuing to support and provide the elements and aspects of the Secretariat Service. Any downtime that would otherwise meet the definition of Unscheduled Downtime and which results from emergency maintenance will be included as "Unscheduled Downtime" from the overall system availability measurement.

8.3. Canceling Planned Service Interruptions

In the event of an IETF emergency, the ED may request to cancel a planned service interruption. VENDOR will make commercially reasonable efforts to cancel the service interruption, if it does not impact other required maintenance and if the ED notifies VENDOR within 24 hours prior to the scheduled start time of the maintenance window. Any notification of cancellation must come directly from the ED or IETF LLC via phone, fax or email.

8.4. Restrictions Associated with Customer's Cancellation

In the event that the ED cancels a planned service interruption, any downtime that results from failure to perform the maintenance that otherwise would have been performed during the planned service interruption will be excluded from the overall Service Availability measurement and the "Unscheduled Downtime" as defined.

Appendix 8: LLC Board of Directors Executive Administrator Statement of Work

I. Background

The IETF Administration LLC provides the corporate legal home for the IETF. The Board of Directors conducts oversight of the LLC's execution of its responsibilities.

The Board Executive Administrator will be the primary assistant of the LLC Board in the day-to-day management and operation of the board. It is expected the task will take 15 to 30 hours per week on average, more for IETF meeting weeks and closer to full time during LLC retreats.

II. Executive Administrator Position

A. Administrative Responsibilities

- 1. The Executive Administrator must maintain a rough state of the full scope of LLC activities in order to:
 - a. Drive meeting agendas,
 - b. Progress LLC work items,
 - c. Track action items and projects across the LLC administration work areas.

2. Other duties include:

- a. Coordinating the LLC meeting schedule
- b. Constructing meeting agendas
- c. Assisting in running meetings
- d. Tracking action items
- e. Producing and posting public minutes once they are approved by the board
- f. Producing internal narrative minutes for the Board's use
- g. Documenting LLC processes and background material in order to capture the organizational history as board members turn over.
- h. Maintaining an online document management system for all of the LLC's files.
- i. Supporting subcommittees of the Board with calendaring, minutes, and document management.
- j. Work closely with LLC staff and contractors to coordinate completion of work items.
- k. Sends external communications and announcements on behalf of the board.
- 1. As need is determined by the LLC Board, providing support for designated LLC projects.

- 3. The Executive Administrator also handles various LLC logistics and elements of the LLC information flow, such as:
 - a. Creating, moderating and managing mailing lists
 - b. Running polls
 - c. Building and maintaining the LLC section of the IETF website.

B. IETF Meeting Weeks and LLC Board Retreats

- 1. The week of each IETF meeting is busy for the LLC Board, and consequently for the Executive Administrator. The LLC, and various subcommittees, have numerous meetings during IETF, and the Executive Administrator assists with planning and logistics for many of these. For this reason, the Executive Administrator's participation at IETF meetings is quite important, usually beginning the Saturday before the meeting and lasting through Friday evening.
- 2. The Executive Administrator assists in a similar manner during the annual LLC retreat (usually 2 days), and may participate in other LLC meetings throughout the year.

C. Operational Structure

1. The Executive Administrator reports to the Executive Director in the performance of his/her responsibilities.

D. Travel

- 1. The Executive Administrator is expected to attend the three (3) IETF meetings per year, plus such retreats as the LLC may require.
- 2. Travel policies regarding class of travel, compensable expenses, invoicing requirements, etc. in effect are those of the IETF LLC.

E. Confidentiality

1. The Executive Administrator is privy to confidential LLC information and is bound by the same disclosure rules as all LLC board members.