

Request for Proposal

IETF & IETF Trust Legal Services

The Internet Society

On behalf of

The IETF Administrative Oversight Committee

And the

IETF Trust

Date of Issuance: September 6, 2017
Proposal Submission Deadline: October 9, 2017

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Section I: General Procedural Information

- A. Summary
- B. Questions/Inquiries
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A. Summary

The Internet Society, on behalf of the IETF Administrative Oversight Committee (IAOC), and the IETF Trust announces this Request for Proposals for legal services. The successful bidder will enter into a contract with the Internet Society.

The Provider will provide legal advice to the leadership bodies and contractors of the IETF as requested. The leadership bodies and contractors consist of the IESG, IAOC, IAB, IRTF, RFC Series Editor and the Independent Submissions Editor. The Provider's point of contact at ISOC will be the IAD, but will often work directly with the IAOC Legal Committee and other relevant people.

The IETF Administrative Oversight Committee (IAOC) desires a long-term relationship commencing on January 1, 2018 of three (3) years with a successful Provider. The contract may be extended twice for up to two years for each extension.

The IETF is a community of volunteers interested in contributing to the long-term vitality of the Internet. The Internet Society is the organizational home of the IETF and is itself a non-profit organization. Pro bono bids are welcomed, however, where that is not possible, the IETF is seeking a fixed price contract with the understanding that for certain services, as noted herein, additional costs may apply.

The closing date for submission of proposals is Monday, October 9, 2017.

B. Questions/Inquiries

1. All questions/inquiries must be submitted in writing and must be received no later than September 20, 2017.
2. Questions/inquiries will be accepted by email at counsel-search@ietf.org.
3. All questions and answers shall be posted online at <https://iaoc.ietf.org/rfps.html>, no later than September 25, 2017. Questions will not reveal the identity of the submitter.

C. Addenda to RFP and Corrigenda

1. If the IAOC 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. Any addenda will be posted to <https://iaoc.ietf.org/rfps.html>.
3. Addenda to the RFP will not be issued after September 25, 2017.

D. Presentations and Tests

1. Oral presentations and/or teleconferences may be required. If requested, said presentations may be conducted by teleconference, at the offices of the Internet Society in Reston, Virginia, or some other location, at a time to be determined. Providers will be responsible for their own expenses associated with such presentations.

E. Assistance

1. The IAOC may seek the assistance of others in the fulfillment of its responsibilities in regard to the evaluation of responses to this RFP.

F. Process Modification

1. In the case where responses to this RFP fail to meet the basic requirements defined, the IAOC reserves the right to modify this RFP process.

2. The IAOC may choose to re-open the RFP or to enter into further negotiations with one or more of the Providers if the situation warrants.

G. Projected Schedule of Events

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

Legal Services RFP Projected Schedule of Events	
Date	Action
September 6, 2017	RFP Issued
September 20	Questions and Inquiries Deadline
September 25	Answers to Questions Deadline
September 25	Addenda & Corrigenda deadline
October 9	Proposals Due
October 9 – 25	Proposal Evaluation Period
October 27	Negotiations Begin
November 9	Contract
November 9 – December 31	Transition
January 1, 2018	Contract Commences

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. IAOC Discretion; Cancellation, Negotiation, Contracting, Rejection, Clarification
- E. Public Information
- F. Subcontractors
- G. Incurred Expenses
- H. Type of Contract(s)
- I. General Contractual Conditions
- J. Provider Affidavit
- K. Experience
- L. Key Personnel
- M. Contractor Obligations

A. Term of Contract

1. The IETF Administrative Oversight Committee (IAOC) desires a long-term relationship commencing on January 1, 2018 of three (3) years with a successful Provider. The contract may be extended twice for extensions of up to two years each.
2. The extension of the Agreement 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. The proposal is due October 9, 2017.
2. Proposals or unsolicited amendments to proposals arriving after the date will not be considered.
3. A PDF version of the proposal must be submitted by email to counsel-search@ietf.org

C. Duration of Proposal Offer

1. Proposals shall be valid and irrevocable for at least 180 days following the closing date for this RFP.
2. This period may be extended by written agreement between a Provider and the IAD.

D. IAOC Discretion; Cancellation, Negotiation, Contracting, Rejection, Clarification

1. The IAOC may cancel this RFP, in whole or in part, at any time.
2. The IAOC may obtain the assistance of others in fulfillment of its responsibilities in regard to the evaluation of responses to this RFP.
3. The IAOC may contract with one or more Providers to accomplish the tasks reflected in the Statements of Work.
4. The IAOC may disqualify proposals that it deems to be non-responsive.
5. The IAOC may reject a Provider's proposal if the Provider:
 - 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 or make an oral presentation if requested
 - f. Fails to complete the Provider Affidavit
 - g. For any other reason that the IAOC deems to be reasonable
6. The IAOC may seek clarification of any element of a Provider's proposal.
7. The IAOC may require Providers to make oral presentations in person at the offices of the Internet Society in Reston, Virginia, USA and/or participate in teleconferences at a time to be determined. Each Provider will be responsible for its own expenses associated with such presentations.
8. The IAOC may select one or more Providers 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 IAOC does not make any commitment regarding the outcome of these negotiations.
9. The IAOC will seek to enter into contract(s) with a Provider or Providers that IAOC deems, in its sole discretion, to represent the best value combination of performance and cost, not necessarily the low bidder.
10. All proposals received will be treated as confidential. The names of parties submitting unsuccessful proposals will not be disclosed.

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 proposal, negotiations, and contract:

- 1. The contract, excluding business confidential material agreed to by the parties, will be made public upon execution.
- 2. The Providers' names will be announced on or after November 9, 2017.
- 3. Negotiations are private among the Provider, the IAD, the IAOC, and ISOC leadership.

F. Subcontractors

- 1. The Internet Society will enter into agreements with selected Provider(s) only, not the Provider's subcontractors, if any.
- 2. The selected Providers(s) shall be responsible for all products and services as required by this RFP.
- 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 the IAOC, or that delegates work that the proposal indicates will be performed by Provider personnel without the written approval of the IAD.

G. Incurred Expenses

- 1. The Provider shall be responsible for any cost incurred in the preparation and submission of a proposal, oral presentations in support of such proposal, performance of any tests, and a services agreement.

H. Type of Contract(s)

- 1. The contract(s) will be a fixed-price, which could include pro bono, contract, except for services as noted in the Statements of Work.

I. General Contractual Conditions

1. Any contract will contain the general provisions included in this RFP.
2. This RFP, including the Statement of Work, will be incorporated by reference and made a part of the contract.

J. Provider Affidavit

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

K. Experience

1. Provider must have experience in the delivery of legal services to non-profit organizations, and preferably to standards development organizations as appropriate to the proposal.

L. Key Personnel

1. Provider shall identify and provide the resumes of Key Personnel.
2. The contract may be adjusted or terminated if Key Personnel are identified but cannot be supplied or replaced by a substitute acceptable to the IAOC by Provider at contract execution or within ninety days thereafter, at the discretion of IAOC.

M. Contractor Obligations

1. Provider 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.
2. The ISOC and IAOC will not be responsible for providing any compensation, insurance, medical, disability or other benefits to Provider's personnel or subcontractors.

Section III

IETF Legal Services Statement of Work

Organizational Background. The Internet Engineering Task Force (IETF) is a global Internet standards-development activity in which engineers from network equipment vendors, network operators, Internet companies, universities, and others participate on a voluntary basis. The IETF is organized as an activity of the Internet Society (ISOC), a District of Columbia non-profit corporation and 501(c)(3) tax-exempt entity based in Reston, Virginia and Geneva, Switzerland. The IETF conducts most of its activities through working groups that communicate via email and conference calls, as well as three in-person meetings per year in locations across the globe.

The oversight of the IETF is conducted through a variety of committees including the Internet Engineering Steering Group (IESG), which oversees and approves standardization activity; the IETF Administrative Oversight Committee (IAOC), which is responsible for administrative matters including contracts and meeting planning; the Internet Architecture Board (IAB) which is responsible for architectural oversight of IETF activities, Internet standards process oversight and appeal, and the appointment of the RFC Editor; the Internet Research Task Force (IRTF) which is responsible for promoting research of importance to the evolution of the future Internet; and the IETF Trust, which is an independent charitable trust formed in Virginia for the purpose of holding and licensing IETF-related intellectual property. The IETF Administrative Director (IAD) is a member of the IAOC.

The IAOC has a Legal Committee that serves as the principal point of contact for legal matters.

Clients: ISOC will contract with the Provider for the delivery of legal services to the IETF. The Provider's point of contact at ISOC will be the IAD, but will often work directly with the IAOC Legal Committee and other relevant people. The Provider will provide legal advice to the leadership bodies and contractors of the IETF as requested. The activities of the Provider under this SOW do not include advising the IETF Trust or providing legal advice to ISOC in any respect other than its IETF activity. The leadership bodies and contractors consist of the IESG, IAOC, IAB, IRTF, RFC Series Editor and the Independent Submissions Editor.

Legal Services. The IETF seeks a legal services provider (Provider) to advise it on all aspects of its operations. Traditionally, the legal services that IETF has required have included the following:

- a) Advice regarding the conduct of standard-setting activities, particularly antitrust, intellectual property and data privacy implications of IETF policies and activities;
- b) Development, drafting and interpretation of IETF policies relating to intellectual property (copyright and patent), data privacy, antitrust, and other matters;
- c) Advice regarding routine contracts with vendors and service providers (e.g., meeting sponsors, meeting hosts, hotels);
- d) Response to third party subpoenas served on the IETF by litigants in cases, typically patent infringement suits, in which IETF standards or activities are implicated;
- e) Governance and procedural issues relating to the IETF;
- f) Analysis and advice relating to relationships with other standards development organizations, governmental entities, and the like;
- g) Preparation of responses and comments to external agencies;

- h) Recommendation and oversight of non-U.S. counsel working on IETF-related projects;
- i) Training sessions for IETF leadership on the above topics.
- j) Preparation of sponsorship MoUs, statements of work, software development contracts, task orders, and vendor contracts - such as Secretariat and NOC service providers, and related RFIs, RFPs, and RFBs; and review of venue and hotel contracts.

Industry experience. Given the technical nature of the IETF's work, the Provider should demonstrate familiarity and experience with:

- a) Internet infrastructure and architecture,
- b) Standards organizations working in the telecommunications and Internet space, including ITU, ETSI, IEEE, W3C and the like,
- c) Telecommunications and networking industry players and industry,
- d) Software development and licensing practices, including open source software licensing.

Financial Considerations. The Provider will be expected to offer its services in a highly efficient and cost-effective manner, bearing in mind the non-profit status of the IETF organization and its limited budget.

Provider may be required to attend one or more IETF meetings per year. Please note that IETF does not pay for travel time. Out-of-pocket costs for pre-approved economy class travel and conference hotel room rates will be reimbursed.

Conflicts. Some participants in the IETF are employed by large companies in the telecommunications, computing and networking industries. Occasionally, these participants are involved in disputes, including disputes regarding IETF standards. Provider shall include an assessment of the likelihood that conflicts of interest will prevent the Provider from performing services for IETF, and a plan of action to address situations in which conflicts of interest arise. Provider should assess whether it is likely that conflicts of interest involving IETF participants may make it difficult or awkward for Provider to render advice to IETF on matters that arise in the ordinary course. Consideration will be given for Providers who are less likely to have frequent conflicts involving IETF participants. IETF will not agree to "blanket" waivers of conflict of interest, and will consider each request for a conflicts waiver on its merits. Provider should not assume that any waiver request will be granted.

Further Background. The Provider should be familiar with existing IETF policies and procedures, including:

- a) The structure and history of the IETF, including the organizational structures outlined in RFC 4677 and 4844 and the IETF Trust Agreement, as well as associated organizations such as the Internet Architecture Board (IAB), Internet Research Task Force (IRTF), RFC Editor, Internet Assigned Numbers Authority (IANA) and the Internet Corporation for Assigned Names and Numbers (ICANN),

- b) The standards-development and advancement process as described in RFC 2026, 2028, 2418, 2850 and successor documents, and
- c) The intellectual property rules and policies described in RFCs 8179, 5378 and the IETF Trust Legal Provisions Relating to IETF Documents at <<http://trustee.ietf.org/license-info>>.

Section IV

IETF Trust Legal Services Statement of Work

Organizational Background.

The IETF Trust is an independent, tax-exempt trust formed in Virginia in 2005 for the purpose of holding and licensing IETF-related intellectual property, reproduction rights for RFCs and Internet Drafts, software tools, trademarks, and domain names. The Trustees of the IETF Trust are the then current serving members of the IAOC, including the IETF Administrative Director (IAD). A Chair of the IETF Trust is elected every year. The principal points of contact for Trust legal matters are the IAD, a designated Trustee, and IETF Trust Chair.

Legal Services. The IETF Trust seeks a legal services provider (Provider) to advise it on all aspects of its operations. Traditionally, the legal services that the IETF Trust has required have included the following:

- a) Development, drafting and interpretation of policies relating to intellectual property, namely copyright, trademark and document retention policies;
- b) Advice regarding the acquisition and licensing of intellectual property;
- c) Maintenance and oversight of IETF's global trademark portfolio;
- d) Requests for transfer of trademarks, domain names and account names to IETF Trust;
- e) Requests for permission to use IETF-related copyrights and trademarks;
- f) Transfer of "change control" over particular text or standards to or from IETF;
- g) Advice regarding drafting and negotiation of contracts with vendors and service providers;
- h) Analysis and advice regarding governance and procedural issues relating to the IETF Trust;
- i) Analysis and advice relating to relationships with third parties including ICANN, PTI, and the Names, Numbers, and Protocol Parameter service communities associated with the IANA function;
- j) General advice to IETF Trust and Trustees including matters related to policies and procedures, liability, insurance, Trust agreement, etc.;
- k) Advice to the Trustees about Virginia common law trusts;
- l) Litigation on behalf of the client will be reviewed on a case by case basis;
- m) Training and orientation sessions for the Trustees of the IETF Trust.

Clients: The Provider will provide legal advice to the IETF Trust. This SOW does not cover any advice or service to any other IETF or ISOC entity or organization.

Provider Characteristics. Given the technical nature of IETF's work, the Provider should demonstrate familiarity and experience with:

- a) Standards organizations working in the telecommunications and Internet space, including ITU, ETSI, IEEE, W3C and the like,
- b) Telecommunications and networking industry players and industry,

- c) Software development and licensing practices, including open source software licensing.

Financial Considerations. The Provider will be expected to offer its services in a highly efficient and cost-effective manner, bearing in mind the non-profit status of the IETF Trust and its limited budget.

Provider may be required to attend one or more IETF meetings per year. Please note that IETF does not pay for travel time. Out-of-pocket costs for pre-approved economy class travel and conference hotel room rates will be reimbursed.

Conflicts. Some participants in the IETF are employed by large companies in the telecommunications, computing and networking industries. Occasionally, these participants are involved in disputes, including disputes regarding IETF standards. Provider shall include an assessment of the likelihood that conflicts of interest will prevent the Provider from performing services for IETF Trust, and a plan of action to address situations in which conflicts of interest arise. Provider should assess whether it is likely that conflicts of interest involving IETF participants may make it difficult or awkward for Provider to render advice to IETF Trust on matters that arise in the ordinary course. Consideration will be given for Providers who are less likely to have frequent conflicts involving IETF participants. IETF Trust will not agree to "blanket" waivers of conflict of interest, and will consider each request for a conflicts waiver on its merits. Provider should not assume that any waiver request will be granted.

Further Background. The Provider should be familiar with existing IETF Trust founding documents, policies, and procedures, including:

- a) The Trust Agreement, Amended and Restated, 2014 at <<https://trustee.ietf.org/documents/IETF-Trust-Agreement-Amended-and-Restated-02-20-2014.pdf>>,
- b) The Trust Administrative Procedures at <https://trustee.ietf.org/docs/Trust_Procedures_2008.pdf>,
- c) The Trust Conflict of Interest Policy at <<https://trustee.ietf.org/documents/IETF-Trust-Conflict-Policy-31March2016-05-Amended.pdf>>,
- d) The Trust Records Retention and Management Policy at <<https://trustee.ietf.org/documents/IETF-Trust-Records-Retention-and-Management-Policy-3Jun16-Final.pdf>>,
- e) The intellectual property rules and policies described in RFCs 8179, 5378 and the IETF Trust Legal Provisions Relating to IETF Documents at <<http://trustee.ietf.org/license-info/>>,
- f) The structure and history of the IETF, including the organizational structures outlined in RFC 4677 and 4844, as well as associated organizations such as the Internet Architecture Board (IAB), Internet Research Task Force (IRTF), RFC Editor, Internet Assigned Numbers Authority (IANA) and the Internet Corporation for Assigned Names and Numbers (ICANN), and
- g) The standards-development and advancement process as described in RFC 2026, 2028, 2418 and successor documents.

Section V Service Levels

A. Introduction

B. Processing Service Levels

A. Introduction

1. A quick turnaround is often required from counsel by the client to facilitate the client's ability to be responsive to the IETF community, consisting of thousands of individuals worldwide from nearly every time zone; and to the courts and counsel when subpoenas are requested. More time is typically available when the IETF, IAOC and IETF Trust are engaged in the development of policy.

B. Processing Service Levels

1. Given tight timelines, it is imperative that Provider be responsive to requests for advice on a timely and rapid basis. At times, this will mean working evenings and/or weekends, and will require fairly constant monitoring of email for IETF-related requests (e-mail is the primary means of communication with the IETF). Responsiveness will be a consideration at the performance review points.

Section VI Proposal Format

- A. Proposals
- B. Preparation
- C. Fee and Expenses
- D. Proposal Format

A. Proposals

1. Proposals shall be submitted in the proposal format to facilitate proposal review.
2. Failure to submit the proposal in the format may be grounds for proposal rejection.

B. Preparation

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

C. Fee and Expenses

1. Consideration will be given to Providers who can provide services pro bono, in whole or in part. However, if not proposed, Provider shall describe (i) its fixed fee and services to be provided for that fee; (ii) services not covered by the fee and rates for those services to be provided by the Provider; (iii) services that may need to be obtained elsewhere and the Provider's plan to obtain and manage those services in a cost-effective manner; and (iv) costs, if any, for the management of services provided by others. If the fees for the optional extension periods are not the same as for the base period, Provider shall describe the fees for each extension period.
2. Provider shall describe expenses for which there is no charge and those for which it seeks reimbursement.
3. Client prefers an annual flat fee with monthly payments, rather than being billed by the hour.

D. Proposal Format

1. Transmittal letter with signature of authorized representative
2. Executive Summary
3. Table of Contents
4. Experience, Qualifications and Accomplishments in this area
5. Key Personnel and their relevant experience with specific examples
6. Commitment to meet work requirements and service levels
7. Methodologies and experience meeting statement of work and service levels
8. References – three.
9. Detailed cost proposal, including either discounted hourly rates or fixed monthly fees for specified services. The costs and fees for each extension period, if different from those for the base period.
10. Resumes of Key Personnel
11. Conflicts of Interest - an assessment of the likelihood that conflicts of interest will prevent the Provider from performing services for IETF, and a plan of action to address situations in which conflicts of interest arise. Provider should assess whether it is likely that conflicts of interest involving IETF participants may make it difficult or awkward for Provider to render

advice to IETF on matters that arise in the ordinary course. Preference will be given for Providers who are less likely to have frequent conflicts involving IETF participants. IETF will not agree to "blanket" waivers of conflict of interest, and will consider each request for a conflicts waiver on its merits. Provider should not assume that any waiver request will be granted.

- 12. Subcontractor Information
- 13. Assumptions
- 14. Exceptions to any specifications, terms, conditions, service levels contained herein
- 15. Provider Affidavit
- 16. Miscellaneous Information
- 17. Signature Page

Section VII Selection

- A. Selection Procedure
- B. Selection Criteria
- C. Negotiation Stage
- D. Award

A. Selection Procedure

1. The IAOC will or will cause the review and evaluation of all proposals to determine if they are qualified.
2. Oral presentations and/or teleconferences may be requested by the IAOC, or designees.
3. Requests for clarity may be made of the Provider.
4. Qualified Providers will be notified of their selection for advancement to the negotiation phase on or about October 26, 2017.
5. The decision of the IAOC is anticipated November 9, 2017.

B. Selection Criteria

1. Vendor Qualifications and Experience performing similar services
2. Key Personnel
3. Vendor Ability to Meet Requirements
4. Proposal as a reflection of Provider's understanding of scope of work and methodologies
5. Oral presentation and/or teleconferences, if conducted
6. Cost to furnish the services (Note: The lowest cost offer will not necessarily be awarded a contract.)
7. References

C. Negotiation Phase

1. ISOC may enter into contract(s) with a Provider or Providers that represents the best value combination of performance and cost, not necessarily the low bidder.
2. Questions may be submitted to each Provider 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. Providers are responsible for their own expenses associated therewith.
5. The IAOC reserves the right to solicit a best and final offer from each remaining Provider.

D. Award

1. The Contract(s) is/are expected to be concluded by November 9, 2017.
2. The Contract term begins January 1, 2018.

Section VIII Other Terms and Conditions

A. Intellectual Property Rights

A. Intellectual Property Rights

1. All work performed by the counsel shall be “work for hire” and the counsel shall obtain no rights therefrom. All rights belong to the IETF Trust.

Section IX

Signature Page

Date Proposal Submitted: _____

Provider: _____

Name/Title of Provider Representative:

Address of Provider:

Telephone: _____ Facsimile: _____

Provider Representative Email Address:

Signature of Provider Representative:

Date: _____

Appendix I

Provider's Affidavit

I HEREBY DECLARE AND AFFIRM that I am the (Title) _____,
and the duly authorized representative of (Provider) _____,
and that I possess the legal authority to make this Affidavit on behalf of myself and the Provider for
which I am acting.

I FURTHER AFFIRM THAT:

1. The Provider named above is a [Insert type of entity] _____ in the
country and state of _____ and that it is in good standing and that has
filed all required statutory reports and, except as validly contested, has paid or arranged for the
payment of all taxes in the applicable jurisdictions.
2. The Provider has been in business for _____ years and _____ months.
3. The Provider's company registration number or U.S. Employer ID Number is:
_____.

**I do solemnly declare and affirm under the penalties of perjury that the contents of this
affidavit are true and correct to the best of my knowledge, information, and belief.**

(Date) By: _____
(Affiant)