

**THE CITY OF NEW YORK**  
**DEPARTMENT OF INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS (DOITT)**  
**(the “Agency”)**  
**REQUEST FOR PROPOSALS**

**TITLE: SERVICES TO OBTAIN, OPERATE, MANAGE, ADMINISTER, MAINTAIN AND MARKET  
THE GEOGRAPHIC TOP LEVEL DOMAIN NAME .NYC**  
**PIN: 85810CSP0017**

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**AUTHORIZED AGENCY CONTACT PERSON**

**Proposers are advised that the Authorized Agency Contact Person for all matters concerning this Request for Proposals is:**

<b>Name:</b>	<b><u>Vito A. Pulito</u></b>
<b>Title:</b>	<b><u>Contract Manager</u></b>
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## SECTION I - TIMETABLE

### **A. Release Date of this Request for Proposals: October 5, 2009**

All questions and requests for additional information concerning this RFP should be directed to Vito A. Pulito, the Authorized Agency Contact Person, at:

**Telephone #:** (212) 788-6285  
**Fax #:** (212) 788-9454  
**E-Mail Address:** acco@doitt.nyc.gov

#### **• Submission of Questions, Due Date:**

- **Date:** Monday – October 19, 2009 By 3:00 P.M. (E.S.T.)

Questions for this RFP may be submitted by mail, fax or e-mail, as long as they are received by the last date for submission of written questions indicated above. E-mail is preferred.

#### **• Proposal Due Date and Time and Location:**

- **Date:** November 12, 2009
- **Time:** 3: 00 PM (EST)
- **Location:** Proposals shall be submitted to Vito A. Pulito located at Department of Information Technology and Telecommunications; 75 Park Place, 9<sup>th</sup> Floor; New York, NY 10007.

E-mailed or faxed proposals will not be accepted by the Agency.

Proposals received at this Location after the Proposal Due Date and Time are late and shall not be accepted by the Agency, except as provided under New York City's Procurement Policy Board Rules. The Agency will consider requests made to the Authorized Agency Contact Person to extend the Proposal Due Date and Time prescribed above. However, unless the Agency issues a written addendum to this RFP which extends the Proposal Due Date and Time for all proposers, the Proposal Due Date and Time prescribed above shall remain in effect.

- **Anticipated Contract Start Date:** Winter 2009

## **SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS**

### **A. Purpose of RFP**

The City of New York (“City”) acting by and through its Department of Information Technology and Telecommunications (“DoITT”) is seeking an appropriately qualified vendor to assist the City to apply to the Internet Corporation for Assigned Names and Numerals (“ICANN”) to obtain the top-level domain name (“TLD”) .nyc and, if the City successfully acquires .nyc, to operate, administer, manage, maintain and market .nyc.

ICANN is the governing body that charters new top-level domain names (“TLDs”) for the Internet (such as .com, .gov and .org). ICANN is considering issuing a variety of new generic TLDs (“gTLDs”) based on interest and proposals from third parties. Some of these generic TLDs may be geographic TLDs. These may include extensions that indicate a particular municipality such as .nyc representing the City of New York (“City”). On February 18, 2009, ICANN published for public comment Version 2 of its Draft Applicant Guidebook (“Guidebook”) for applying for gTLDs. In the Guidebook, ICANN recognized that gTLDs that meaningfully represent names of cities must be used for purposes associated with that city. It should be noted that ICANN anticipates releasing a third draft of the Guidebook which would be subject to public comments within the third quarter of 2009.

In the event that ICANN issues the gTLD .nyc, the City will submit an application to obtain it (“Application”). The City is very interested in the potential economic benefits, improved access to government services, goodwill, marketing opportunities, and civic pride that can result from owning .nyc.

The City is considering the options of having .nyc as either an Open TLD or a community-based (“Closed”) TLD. Therefore, we are asking proposers to submit two separate proposals: one (1) proposal for an Open TLD and one (1) proposal for a Closed TLD. An Open TLD permits individuals and entities to obtain a second-level domain (“SLD”) without showing a nexus to the City. A Closed TLD will require individuals and entities to prove a nexus to the City to be eligible to obtain an SLD. As discussed herein, a nexus could be the residency of an individual or location of a business in the City, domains for general interests of the City (e.g. hotels.nyc), domains in the interest of the City’s communities (e.g. physicians.nyc).

In the event that ICANN does not issue geographic TLDs or the City does not obtain .nyc, the City will cancel this solicitation or the awarded contract.

### **B. Anticipated Contract Term**

It is anticipated that the term of the contract awarded from this RFP will be five (5) years from the Agency’s notice to proceed. The contract may include two (2) options to renew at five (5) years each at the City’s sole discretion. The Agency reserves the right, prior to contract award, to change the length of the initial contract term and each option to renew.

### **C. Anticipated Payment Structure**

It is anticipated that the payment structure of the contract awarded from this RFP will be based on a revenue-sharing structure, to be negotiated between the Agency and the selected proposer. However, the Agency will consider proposals to structure payments in a different manner and reserves the right to select any payment structure that is in the City’s best interest.

It is anticipated that the City will pay all appropriate fees to ICANN to apply for and obtain .nyc (“ICANN Fees”). The ICANN Fees would include the TLD Application System (“TAS”) User Registration Fee, gTLD Evaluation Fee, Registry Services Review Fee (if applicable), and any other up-front fees necessary to obtain .nyc (as set forth in the Guidebook).

If the City’s application is successful, the vendor would remit to the Agency the initial gross revenue it obtains through its operation of .nyc up to the amount the Agency has paid in ICANN Fees. In the event that the City does not obtain the .nyc TLD, vendor will not be reimbursed for its services related to the Application; however the vendor would not be required to reimburse the City the cost of the Application fees.

The contractor would be solely responsible to pay startup and ongoing costs associated with administering, managing, operating, maintaining, and marketing .nyc. In accordance with the Guidebook, the contractor would fund ongoing basic registry operations for .nyc for a period of five years.

## **SECTION III - SCOPE OF SERVICES AND MWBE REQUIREMENTS**

### **A. Agency/Department Goals and Objectives for this RFP**

The City seeks a contractor to assist the City in applying to ICANN for the .nyc gTLD, and, if the City obtains .nyc, to operate, administer, manage, maintain and market .nyc on its behalf. The City currently intends to use .nyc to generate revenue, assist residents in locating City government services, assist local businesses to thrive, market the City, promote tourism in the City and spread the dynamic image of New York City around the world.

### **B. Agency Assumptions Regarding Contractor Approach**

The Agency's assumptions regarding which approach will most likely achieve the goals and objectives set out above are:

#### **The Following Service Requirements Apply To Both Classes of Services (i.e. Open TLD and Closed TLD)**

##### **Application to ICANN for the City to Obtain .nyc**

- I. Drafting of the Application. The contractor would assist the City in drafting the Application.
- II. Accompanying Documentation.
  1. The contractor would provide all documentation and information requested by the City in connection with the Application.
  2. The contractor would assist the City in preparing any additional documentation the City will need to provide ICANN as part of its Application.
- III. Method of Filing. The contractor would ensure the City files the Application in such a way that ICANN does not reject it for a technical, non-substantive reason (such as filing the Application via ICANN's TAS in an improper manner or making payment for the Application in an improper format) and that the City follows all proper procedures in filing the Application.
- IV. Cooperation in the Evaluation. The contractor would assist the City during all evaluation and post-evaluation activities and requirements to enable the City to: (i) respond to any objections filed to the City's Application (including but not limited to all dispute resolution procedures); (ii) provide information to resolve string contention; (iii) transition to delegation, including, but not limited to, any pre-delegation technical test(s) as described in the Guidebook and any amendments thereto; (iv) provide information and documentation for any subsequent application round(s); and (v) comply with any other type of extended evaluation requested by ICANN.

##### **Operation, Maintenance, Management, Administration and Marketing of .nyc**

The Agency's assumptions regarding which approach will most likely achieve the goals and objectives set out above are:

- I. General Specifications
  1. The contractor would meet all requirements set forth by ICANN in the Guidebook and any subsequent updates thereto. A copy of Version 2 of the Guidebook is annexed hereto as Attachment D.
  2. The contractor would comply with, and implement all of ICANN's current Consensus Policies and Temporary Policies (collectively, "Policies") and any subsequent updates to the Policies. A copy of the Policies is annexed hereto as Attachment E.
  3. The contractor would incorporate ICANN's General Advisory Committee's ("GAC") Principles Regarding New gTLDs ("Principles Regarding New gTLDs") and relevant GAC advice in its management of SLD name registrations. A copy of the Principles Regarding New gTLDs is included as Attachment J.

4. The contractor would operate all nameservers (“Nameservers”) used for the new gTLD in compliance with the DNS protocol specifications defined in the following IETF RFCs: 1034, 1035, 1101, 1996, 2181, 2182, 2308, 3596, 3597 and 3671 (“DNS Protocol Specifications RFCs”). A copy of the DNS Protocol Specifications RFCs is annexed hereto as Attachment L.
5. The contractor would provide an interface with registrars in compliance with Extensible Provisioning Protocol (“EPP”) in RFCs 4930-4934. A copy of the EPP RFCs is annexed hereto as Attachment M.
6. The contractor would comply with Whois specifications for data objects, bulk access, and lookups as set forth in ICANN’s Specification for Registration Data Publication Services (“Specification for Registration Data Publication Services”) (currently Specification 4 in the Guidebook). A copy of the Specification for Registration Data Publication Services is annexed hereto as Attachment P.
7. The contractor’s Whois service would comply with RFC 3912. A copy of RFC 3912 is annexed hereto as Attachment Q.

## II. Interoperability, Continuity, Infrastructure and Performance

1. The contractor would comply with ICANN’s Registry Interoperability, Continuity, and Performance specifications (“System Performance Specifications”) (currently Specification 6 in the Guidebook). A copy of the System Performance Specifications is annexed hereto as Attachment F.
2. The contractor would comply with ICANN’s gTLD Registry Continuity Plan (“Registry Continuity Plan”). A copy of the Registry Continuity Plan is annexed hereto as Attachment G.
3. The contractor would operate .nyc so as to recognize ASCII and non-ASCII character sets in second-level domains under .nyc.
4. The contractor would monitor, support and maintain .nyc on a 24/7/365 basis to ensure it is stable and secure.
5. The contractor would provide network monitoring, management, support and maintenance to minimize risk of service failures, maintain continuity, respond to service disruptions and emergencies and resolve problems.
6. The contractor would ensure that the .nyc gTLD is accessible to third parties (in terms of the Shared Registration System (“SRS”) (discussed in this RFP), Nameserver and Whois services, collectively, the “Core Services”) twenty-four hours a day, seven days a week, except for planned outages (for scheduled maintenance) and required repairs. The contractor would promptly identify and resolve technical issues to minimize downtime of any of the Core Services and maintain high customer satisfaction. Downtime of any portion of the Performance Specification Matrix will subject the contractor to liquidated damages per the schedules annexed hereto as Attachment R. All subcontracts in which contractor enters with registrars pursuant to Subsection III(B)(V) of this RFP shall include Attachment R and a statement that Attachment R is binding upon the contractor and registrar.
7. The contractor would implement a failover testing plan, including mandatory annual testing of the plan.

8. The contractor would implement and maintain a network system and network architecture that would support the operation of .nyc. Such network architecture would include, but not be limited to:
  - Sufficient bandwidth
  - IPv6 connectivity
  - Firewalls
  - Staffing with appropriate technical expertise
  - Back-up power systems with multi-day powered source
  - Security and physical safeguards against intrusion
  - Remote alternate sites
9. The contractor would fully support IPv6 on the system and network architecture that would support the operation of .nyc. The contractor would ensure that IPv6 addresses can be entered in all relevant address fields, and that registry name servers can be provisioned with IPv6 addresses.

### III. Security and Stability

1. The contractor would operate .nyc to prevent significant security and stability risks. Security risks include:
  - the unauthorized disclosure, alteration, insertion or destruction of registry data;
  - the unauthorized access to or disclosure of information or resources on the Internet by systems operating in accordance with all applicable standards.

Stability risks include:

- the registry service not complying with applicable relevant standards that are published by a well-established, recognized, and authoritative standards body, such as relevant Standards-Track or best current practice Request for Comments (“RFCs”) sponsored by the Internet Engineering Task Force (“IETF”);
  - the registry service creating a condition that adversely affects the throughput, response time, consistency, or coherence of responses to Internet servers or end systems, operating in accordance with applicable relevant standards that are published by a well-established, recognized and authoritative standards body, such as relevant Standards-Track or best current practice RFCs and relying on registry operator’s delegation information or provisioning services.
2. The contractor would implement policies to mitigate risks posed by denial of service attacks and unauthorized access.

### IV. Registry Services

1. The contractor would provide all registry services, including, but not limited to:
  - (i) the receipt of data from registrars concerning registrations of domain names and name servers;
  - (ii) provision to registrars of status information relating to the zone servers for .nyc;
  - (iii) dissemination of .nyc zone files;
  - (iv) operation of the registry zone servers;

(v) dissemination of contact and other information concerning domain name server registrations in .nyc;

(vi) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy; and

(vii) any other products or services that only a registry is capable of providing, by reason of its designation as the registry.

2. The contractor would provide Registry Services in accordance with ICANN's registry policies and plans, which are annexed hereto as Attachment F and Attachment G.
3. If DNSSEC would be offered as part of the registry services at the time of Application, the contractor would ensure the trust anchor for the registry would be published in the IANA Interim Trust Anchor Repository. DNS resolvers that support DNSSEC must be able to retrieve and validate information from that zone when configured with the published trust anchor for the zone.

#### V. Registrars

1. The contractor would subcontract to ICANN-accredited registrars of SLDs under .nyc. The subcontracts would require the registrars to operate in accordance with the Guidebook and any relevant Policy(ies) and any subsequent amendments to such documents.
2. The contractor would develop, publish and administer a registration life cycle for domain names in .nyc. The contractor would inform subcontractors in detail of this registration life cycle.
3. All subcontracts would require registrars to provide no less than six months' notice in advance of any price increase for domain name registrations. All subcontracts would offer domain name registrations to registrars for periods of up to ten years.
4. Should the contractor act as a registrar itself, it may not do so for more than one hundred thousand (100,000) SLDs. If the contractor acts as a registrar, it would be required to observe all the restrictions on registrars that are enumerated in this section.

#### VI. Reserved Second Level Domain Names

The City plans to reserve numerous SLDs for the use or disposal of the City and its affiliates. A preliminary list of such SLDs is annexed hereto as Attachment I. This list is not meant to be final or exhaustive. The contractor would recommend and administer a plan for the reservation of SLDs for use or retention.

#### VII. Safeguards and Restrictions

1. The contractor would recommend to the Agency, and if required develop, publish, and administer, policies and practices to prevent or minimize undesirable use of SLDs, including the following:
  - abusive registrations and other activities that effect the legal rights of others
  - unqualified registrations
  - phishing or pharming
  - warehousing and speculation of domain names
  - parking pages
2. The contractor would develop and administer investigation practices and mechanisms to enforce restrictions on how registrants may use SLDs.

3. The contractor would develop and administer appeal mechanisms that would be available to registrants, prospective registrants and removed registrants.

#### VIII. Registration of SLDs

1. The contractor would not register SLDs that state or imply a connection to or approval by the City that does not exist.
2. The proposer would recommend and administer a plan for the reservation of names for use or retention by the City and its affiliates.

#### IX. Sunrise Period

1. At a time designated by the Agency prior to the launch of .nyc, the contractor would administer and oversee a “Sunrise Period,” by which owners of names registered as type-written trademarks or service marks (collectively, “Marks”) with the United States Patent and Trademark Office may apply for SLDs that match the registered Mark.
2. There may be multiple eligible matching SLDs for a single Mark if the domain names contain hyphens, underscores, and certain other punctuation. The Sunrise Period would take place prior to making other domains available to the public.
3. While administering and overseeing the Sunrise Period, the contractor would implement and enforce ICANN’s Uniform Dispute Resolution Policy (“UDRP”) as it exists at the time of the Sunrise Period. A copy of the UDRP is annexed hereto as Attachment H.

#### X. Auctions

Upon request by the Agency, the contractor would administer and oversee SLD auctions in accordance with the auction guidelines for the granting of gTLDs in the Guidebook, except that the contractor would take the place of ICANN in the Guidebook and end users would take the place of gTLD applicants in the Guidebook.

#### XI. Financial Capacity

1. The contractor would self-finance the operation of .nyc for a period of not less than five (5) years.
2. The contractor would fund on-going basic registry operations for registrations for a period of not less than five (5) years in the event of registry failure, default or until a successor operator can be designated. This obligation can be met by one or more of the following:
  - Securing a financial instrument such as a bond or letter of credit
  - Contracting with and funding a services provider to extend services
  - Segregating funds or other means

#### XI. Contingency Planning

The contractor would operate, administer, manage, maintain and market .nyc even in the event that: (i) funding sources so significantly underrun the contractor’s business plan that material deviations from the contractor’s implementation model are required; and/or (ii) activity volumes so significantly exceed the high projections that material deviation from the contractor’s implementation model are required.

## XII. Revenue

1. The contractor would maintain billing and collection systems to accept online payments for domain registrations.
2. The contractor would maintain a system to efficiently remit the revenue to the City as appropriate, on at least an annual basis.
3. All payments made by the contractor to the City shall be made to DOITT by check (or other payment method, such as electronic deposit or wire transfer, as agreed to by the parties) together with a report detailing the gross and net revenue and the basis for the amount of the payment for the period covered by such payment.
4. The Agency reserves the right to require a minimum annual guarantee (“Minimum Annual Guarantee”) to be paid by the contractor to the Agency.
5. The contractor would maintain separate accounts, books, records and documents related to the operation of .nyc.
6. The contractor would comply with all generally acceptable accounting standards, procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended and all gross revenues received in the operation of .nyc.

## XIII. Marketing

The contractor would identify possible methods to promote .nyc on local, national and international scales. The contractor would conduct marketing campaigns promoting the use of .nyc in the local, national and global markets. The contractor would use its best efforts to so promote via methods approved by the Agency

## XIV. Compliance with ICANN Audits

The contractor would comply with any and all ICANN audits and any additional questions concerning the Application and the operation and maintenance of the .nyc gTLD.

## XV. Escrow Deposit Requirements

The contractor would comply with ICANN’s Data Escrow Requirements (“Data Escrow Requirements”) (currently Specification 2 in the Guidebook). A copy of the Data Escrow Requirements is annexed hereto as Attachment K.

## XVI. Reports and Metrics

The contractor would provide the City with at least weekly updates on its preparation of the Application and, should the City obtain .nyc, on all aspects of its responsibilities in operating, administering, maintaining and marketing .nyc. The reports provided by the contractor would include, but not be limited to, the following:

- Scheduled and emergency maintenance (dates, descriptions of problems and solutions)
- Gross revenue delineated as per source (e.g., registration of SLDs, sunrise period, auctions)
- Net revenue delineated as per source
- Costs delineated as per source
- SLDs registered
- Sunrise periods (trademark and service marks involved, names purchased, names outstanding)

- Auctions (names purchased, names in current auctions)
- ICANN audits and inquiries
- If the City designates .nyc a closed TLD: activities related to enforcing nexus to NYC (complaints, takedowns, appeals, etc.)
- Marketing efforts

#### XVII. Transition

The contractor would participate in a transition plan (“Transition Plan”) should the City decide to transition to another entity for the contract should the contract be terminated or not renewed.

#### **In Addition to the Service Requirements Set Forth Above, the Following Services Would Also Be Provided for a Closed TLD:**

1. Contractor would ensure that registrants have a proven a nexus to the City.
2. The contractor would recommend and establish categories into which SLDs may fit into in order to ensure such a nexus. Possible categories include: residency of an individual or location of a business in the City, domains for general interests of the City (e.g. hotels.nyc), domains in the interest of the City’s communities (e.g. physicians.nyc), and domains for owners of intellectual property, telephone numbers, zip codes, etc.
3. The contractor would establish, publish, administer and enforce policies and procedures to prevent registration of SLDs that do not fall within one or more of the nexus categories.
4. The contractor would establish, publish, administer and enforce a dispute resolution process for registrants that have been denied an SLD or that claim a nexus to the City.

#### **D. Compliance with Local Law 34 of 2007**

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, vendors responding to this solicitation are required to complete the attached Doing Business Data Form and return it with this proposal, and should do so in a separate envelope. (If the responding vendor is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a vendor has failed to submit a Data Form or has submitted a Data Form that is not complete, the vendor will be notified by the agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the agency. Failure to do so will result in a determination that the proposal is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the vendor has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

## **SECTION IV - FORMAT AND CONTENT OF THE PROPOSAL**

**Instructions:** Proposers should provide all information required in the format below. The proposal should be typed on both sides of 8 ½" X 11" paper. The City of New York requests that all proposals be submitted on paper with no less than 30% postconsumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult: <http://www.epa.gov/cpg/products/printing.htm>). Pages should be paginated. The proposal will be evaluated on the basis of its content, not length. Failure to comply with any of these instructions will not make the proposal non-responsive.

### **A. Proposal Format**

#### **1. Proposal Cover Letter**

The Proposal Cover Letter form (Attachment A) transmits the proposer's Proposal Package to the Agency. It should be completed, signed and dated by an authorized representative of the proposer.

#### **2. Technical Proposal**

The Technical Proposal is a clear, concise narrative which addresses the following:

NOTE: Proposers must submit separate Proposed Approach sections for their Open TLD and Closed TLD proposals

##### **a. Experience**

Describe the successful relevant experience of the proposer, each proposed subcontractor if any, and the proposed key staff in providing the work described in Section III of this RFP. Specifically address the following:

- Demonstrate the successful, relevant experience within the last five (5) years of the proposer, key personnel and proposed subcontractor(s), if any, in preparing and submitting applications to ICANN for TLDs, including the outcomes of the applications.
- Demonstrate the successful, relevant experience within the last five (5) years of the proposer, key personnel and proposed subcontractor(s), if any, in operating, administering, maintaining and marketing TLDs.
- Provide a list of four (4) TLDs which the proposer has operated, administered, maintained and marketed TLDs (or all such TLDs if the proposer has operated, administered, maintained and marketed less than four), with a description of the services provided and dates of each affiliation.

In addition:

- Provide copies of the proposer's previous applications to ICANN's requests for proposals for TLDs and note which, if any, were successful.
- Attach a listing of at least three (3) relevant references, including the name of the reference entity, a brief statement describing the relationship between the proposer and the reference entity, and the name, title and telephone number of a contact person at the reference entity, for the proposer and each proposed subcontractor if any.

Attach for each key staff position (including project manager, marketing director, and technical staff responsible for network systems) a resume and/or description of the qualifications that will be required.

### **c. Organizational Capability**

Demonstrate the proposer's organizational (i.e., managerial and financial) capability to provide the work described in Section III. Specifically address the following:

#### **Key Staff and History**

- Identify the members of the proposer's Board of Directors, as well as its officers and shareholders including their respective names, addresses and telephone numbers, and describe their involvement in the proposed program.
- Indicate whether any of the above persons:
  - has been convicted of a felony or misdemeanor related to financial or corporate governance activities within the past ten years;
  - has been judged/determined by a court or regulatory body to have committed fraud, breach of fiduciary duty, or any similar acts within the past ten years;
  - is currently involved in any judicial or regulatory proceeding that could result in a conviction, judgment, determination or discipline of the type of conduct specified above;
  - is the subject of a disqualification by ICANN currently in effect (or is currently the subject of a disqualification proceeding) by ICANN.

If the answer to any of the above is "yes," provide each proceeding's case number (or equivalent), a description of the underlying facts and, if no longer pending, the outcome of the proceeding.

- Indicate whether the proposer has been involved in any administrative or other legal proceeding(s), as plaintiff/complainant or defendant/respondent, in which (an) allegation(s) of trademark infringement involving a domain name has/have been made. Provide each proceeding's case number (or equivalent), a description of the underlying facts and the outcome of the proceeding.
- Indicate whether the proposer or any of its directors, officers, or shareholders has demonstrated a pattern or practice of, or been found liable/responsible for, cybersquatting or other domain-related abuses.

#### **Business Capability**

- Provide a detailed description of the proposer's current business operations, including core capabilities, services offered, products offered, duration of business, and market reach.
- Describe the supervisor-to-staff ratio(s) that the proposer intends to have in place for each type of service set forth in Section III of this RFP.
- Demonstrate the proposer's capacity to integrate the proposed program into its overall operations.
- Identify subcontractors, if any, that the proposer would use to provide any portion of the work described in Section III of this RFP.
- Describe the proposer's internal monitoring system and demonstrate how it is used to assure quality and to identify program, personnel and fiscal issues. Describe your organization's corrective action procedure.

#### **Financial Capability**

- Describe the proposer's ability to operate .nyc on a self-financed basis for five (5) years, including a projected profit-and-loss analysis.
- Provide evidence of the proposer's ability to fund on-going basic registry operations for registrants over a five (5) year period in the event of registry failure, default or until a successor operator can be

designated. The detail must include the amount and timing of funding required for sustaining these operations at the activity levels planned. This obligation can be met by one or more of the following: securing a financial instrument such as a bond or letter of credit (i.e., evidence of the proposer's ability to provide financial security guaranteed by a credit worthy financial institution); contracting with and funding a services provider to extend services; segregating funding; or other means.

- Identify funding sources, if any, including but not limited to liquid assets, lines of credit and plans for using revenue generated by operating .nyc. For each source (as applicable), describe:
  - (i) how existing funds would provide resources for both: (A) initial start-up of operations, and (B) ongoing operations; and
  - (ii) outside sources of funding, the proposer must (where applicable) provide evidence of the commitment by the party committing the funds.

The descriptions of funding sources must be reasonably related to the technical plan put forth in the Proposed Approach section of the proposal. (NOTE: Proposers should not identify the dollar amount of anticipated revenue included in its proposed funding sources; this information should be included in the Price Proposal.)

Provide financial projections for costs and funding. The start-up period is the time from submission of the Application to delegation of the TLD. Include explanations for any significant variances between years in any category of costing or funding.

- If the proposer does not intend to rely on registration revenue in order to cover the costs of the registry's operation, it must clarify how the funding for the operation would be developed and maintained in a stable and sustainable manner.
- Describe and explain the expected costs of setting up and operating .nyc. This should include the cost to maintain registry operations, provide the described registry services, and the amount to satisfy the described technical and operational capability of the proposer. Describe anticipated ranges in projected costs. Describe factors that may affect those ranges. (NOTE: Proposers should not identify the dollar amount of anticipated revenue; this information should be included in the Price Proposal.)
- Describe and identify any projected barriers to implementation of the proposer's business plan (such as a regulation, law or policy) and how they affect cost, funding or timeline in the proposer's planning.

**d. Proposed Approach**

Describe in detail how the proposer would provide the work described in Section III of this RFP and demonstrate that the proposer's proposed approach would fulfill the Agency's goals and objectives as regards operating, administering, maintaining and marketing a large TLD. Specifically address the following:

**Application to ICANN**

- Describe how the proposer will assist the City in its application to obtain the TLD .nyc, including the preparation and submittal of all Application documentation; and support required for any and all evaluation and post evaluation activities.

## **General Specifications**

- Describe how the proposer would meet all requirements set forth by ICANN in the Guidebook (see Attachment D) and any subsequent updates thereto.
- Describe how the proposer would comply with, and implement all of ICANN's current Consensus Policies and Temporary Policies (see Attachment E) and any subsequent updates to the Policies.
- Demonstrate the proposer's ability to comply with the Data Escrow Requirements, as specified in Attachment K.
- Provide a detailed description of the interface with registrars, including compliance with Extensible Provisioning Protocol ("EPP") in RFCs 4930-4934. Provide the EPP templates and schemas that would be used. A copy of the EPP RFCs is annexed hereto as Attachment M.
- Demonstrate how the proposer would comply with the System Performance Specifications. Examples of such a demonstration could include performance and availability results that demonstrate DNS availability at stated levels for at least one month and ICANN's Registry Publicly Available Registration Data ("Whois") service availability for at least one month.
- Describe how the proposer would comply with Whois specifications for data objects, bulk access, and lookups as set forth in ICANN's Specification for Registration Data Publication Services ("Specification for Registration Data Publication Services") (currently Specification 4 in the Guidebook). A copy of the Specification for Registration Data Publication Services is annexed hereto as Attachment P.
- Describe how the proposer's Whois service would comply with RFC 3912. A copy of RFC 3912 is annexed hereto as Attachment Q.

## **Time Frame**

- Provide a timeline commencing from the delegation of the TLD identifying the time frame in which proposer will begin and complete all activities required to start operation of .nyc.

## **Interoperability, Continuity, Infrastructure and Performance**

- Set forth details of the system and network architecture that would support the operation of .nyc. The description should include information such as:
  - architecture and network diagrams,
  - details of hardware and software platforms,
  - network bandwidth provision,
  - IPv6 connectivity,
  - firewalls,
  - the intended physical location of systems, operations centers, and other infrastructure,
  - backup power systems (with multi-day powered source), and
  - security and physical safeguards against intrusion, including a description of remote alternate sites for this purpose (including the locations of these sites).

- Set forth details of database capabilities, including:
  - database software,
  - size,
  - throughput,
  - scalability,
  - procedures for object creation, editing, and deletion,
  - change notifications,
  - registrar transfer procedures,
  - grace period implementation
  - reporting capabilities.
- Provide details of frequency and procedures for backup of data, hardware, and systems used for backup data format, escrow or other data backup features, and procedures for retrieval of data/rebuild of its database.
- Describe the configuration and operation of nameservers, including compliance with IETF RFCs, taking into account that all nameservers used for the new gTLD must be operated in compliance with the DNS protocol specifications defined in the following RFCs: 1034, 1035, 1101, 1996, 2181, 2182, 2308, 3596, 3597 and 3671 (“DNS Protocol Specifications RFCs”). A copy of the DNS Protocol Specifications RFCs is annexed hereto as Attachment L.
- State the locations of at least two (2) nameservers separated by geography and by network topology, where each serve a consistent set of data, and are reachable from multiple locations across the globe.
- Demonstrate proposer’s ability to support access to DNS servers over an IPv6 network.
- Demonstrate how the proposer would implement a network architecture necessary to support load characteristics. Examples of such a demonstration could include a network/system diagram of the as-built network system, results of load testing, and actual performance of the configuration in use for other registries.
- Demonstrate the proposer’s ability to support provisioning of IPv6 services on behalf of prospective registrants, specifically: (i) that the system would allow entry of IPv6 addresses in all relevant address fields; (ii) that the SRS is set up to support the communication of IPv6 addresses, and (iii) that registry name servers can be provisioned with IPv6 addresses. (The SRS is the ability of registrars to add, modify, and delete information associated with domain names, nameserver, contacts, and registrar profile information. This service is provided by systems and software maintained in coactive redundant data centers. The service is available to registrars via an Internet connection.)
- Demonstrate the successful provisioning of a test account with IPv6 name server entries. Examples of such a demonstration could include a network/system diagram of the as-built network system (demonstrating correspondence to documentation in initial application), results of load testing, and actual performance of the configuration in use for other registries.
- Provide a description of the proposer’s failover testing plan, including mandatory annual testing of the plan. Examples may include a description of plans to test failover of data centers or operations to alternate sites, from a hot to a cold facility, registry data escrow testing, or continuity testing with other generic TLD registries and ICANN.

- Describe how proposer would monitor .nyc to ensure it is stable and secure. Examples of such a description should include diagrams of monitoring systems and actual performance of this monitoring setup in use for other registries.
- Describe proposer’s monitoring processes and how often it performs them. Specifically take into account critical registry systems (including SRS, database systems, DNS servers, Whois, routers and firewall). This description should explain how these systems are monitored and the mechanisms that would be used for fault escalation and reporting, and should provide details of the proposed support arrangements for these registry systems.
- Describe how proposer will comply with the Registry Continuity Plan, attached to the RFP as Attachment G. Such description should include identification of appropriate contact points and evidence of the proposer’s current registry continuity plan, and identification of a registry services continuity provider.
- Describe how proposer will ensure that the .nyc TLD will be accessible to third parties on a 24/7/365 basis with a minimum downtime, including, but not limited to:
  - Identification and resolution of technical issues
  - Preventive maintenance schedules
  - alarm/alert response
  - dispatching
  - trouble ticketing
  - troubleshooting and diagnostics
  - escalation management
  - planned event notification
  - proposed staffing plan (24x7x365) including number and type of personnel to be utilized and staff: supervision ratio model

### **Security and Stability**

- Provide an outline of security policy and procedures for .nyc, including:
  - (i) system and network access control, ensuring systems are maintained in a secure fashion, including details of how they are monitored, logged and backed up;
  - (ii) provisioning and other measures that mitigate risks posed by denial of service attacks;
  - (iii) computer and network incident response policies, plans, and processes;
  - (iv) plans to minimize the risk of unauthorized access to its systems or tampering with registry data, and how the registry proposes to mitigate denial of service attacks;
  - (v) intrusion-detection mechanisms,
  - (vi) a threat analysis for the proposed registry and the defenses that would be deployed against those threats;
  - (vii) details for auditing capability on all network access; and
  - (viii) an independent assessment report to demonstrate security capabilities.

## **Registry Services**

- Set forth an overview of the proposed registry, including details concerning the type of registry that would be operated and the interfaces that would be provided for registration transactions.
- Provide a detailed description of the proposed registration life cycle for domain names in .nyc. The description must explain the various registration states as well as the criteria and procedures that are used to change each state. It must describe the typical registration life cycle of create/update/delete and all intervening steps such as pending, locked, expired, and transferred that may apply. Any time elements that are involved - for instance, details of add race or redemption grace periods, or notice periods for renewals or transfers - must also be clearly explained.
- Describe policies and practices the proposer would implement to minimize abusive registrations and other activities that affect the legal rights of others.
- Describe how the proposer would implement safeguards against allowing unqualified registrations, and reduce opportunities for behaviors such as phishing or pharming.
- Describe how the proposer would limit warehousing and speculation of domain names. Describe how the proposer would deal with the issue of parking pages. The description may also include additional measures such as abusive use policies, takedown procedures, registrant pre-verification, authentication procedures, or other covenants.
- Describe what investigation practices and mechanisms the proposer would use to enforce restrictions on how registrants may use SLDs; what resources would be allocated for enforcement; and what appeal mechanisms would be available to registrants, prospective registrants and removed registrants.

## **Domain Names**

- Describe how the proposer would incorporate ICANN's General Advisory Committee's ("GAC") Principles Regarding New gTLDs ("Principles Regarding New gTLDs") and relevant GAC advice in its management of SLD name registrations. A copy of the Principles Regarding New gTLDs is included as Attachment J.
- Describe an approach to the reservation of names for use or retention by New York City and its affiliates. In addition to the SLDs that the City plans to reserve for its own use or disposal (see Attachment I), recommend other SLDs the City should reserve, if any.

**NOTE:** In addition, for the Proposed Approach section for the Closed TLD technical proposal, include the following:

- Describe possible categories into which SLDs may fit to demonstrate a nexus to the City of New York, in the event that the City elects to make .nyc a Closed TLD.
- Describe how proposer will ensure that registrants have a proven a nexus to the City, including but not limited to: how proposer would administer and enforce policies and procedures to prevent registration of SLDs that do not fall within one or more of the nexus categories and any dispute resolution process for registrants that have been denied an SLD or that claim a nexus to the City.

## **Contingency Planning**

- Describe the proposer's contingency planning for cases where funding sources so significantly underrun the proposer's business plan that material deviations from the proposer's implementation model are required. In particular, describe how ongoing technical requirements would be met.

- Describe the proposer’s contingency planning where activity volumes so significantly exceed the high projections that material deviation from the proposer’s implementation model are required. In particular, describe how ongoing technical requirements would be met.

(NOTE: Proposers should not identify the dollar amount of anticipated revenue; this information should be included in the Price Proposal.)

## **Reports**

- Provide samples of standard reports, including, but not limited to:
  - Maintenance events (preventive and emergency)
  - Revenue received
  - SLDs registered
- Describe proposer’s ability to provide customized and ad hoc reports

## **Transition**

- Provide a plan that could be followed in the event that it becomes necessary to transition .nyc to a new operator (due to termination of the contract or decision not to renew the contract), including a transition process.

In addition:

- If the proposer intends to support international domain names (“IDNs”), it must attach the IDN tables listing all characters supported for registration of names in the .nyc gTLD. The table must fulfill the requirements of the IDN Guidelines as well as the Internet Assigned Numbers Authority’s (“IANA”) Repository Requirements in order to be considered valid. A copy of the IDN Guidelines and a copy of the IANA Repository Requirements are annexed hereto as Attachments N and O, respectively.

## **Marketing**

- Describe the proposer’s ability to conduct marketing campaigns promoting the use of TLDs in the local, national and global markets

In addition:

- Provide a conforming sample of a dummy data deposit.
- Attach a chart showing where, or an explanation of how, the proposed services would fit into the proposer’s organization.
- Attach copies of audited financial statements for the most recently completed fiscal year and unaudited financial statements for the most recently ended interim financial period for the proposer, or a statement as to why no report or statement is available. For newly-formed proposers, provide the latest available financial statements.
- Provide copies of sample reports relevant to all aspects of operating, administering, managing and maintaining TLDs. Include both standard and customized report formats, as appropriate.

The Agency’s assumptions regarding contractor approach represent what the Agency believes to be most likely to achieve its goals and objectives. However, proposers are encouraged to propose an approach that they believe would most likely achieve the Agency’s goals and objectives.

### **3. Price Proposals**

**NOTE: Proposers must submit two (2) separate Price Proposals – One for an Open TLD and One for a Closed TLD.**

- The proposer shall describe its five-year business plan, which shall include, but not be limited to, a funding and revenue model (including types and sources of revenue, fees and means of revenue collection), projections for transaction revenues, anticipated ranges of projected revenue, the basis for the projections, factors and/or risks that may affect those ranges and any mitigation strategies that may be employed. Business models may be based on tiered pricing, percentage of revenue, fee-per-name revenue, or any other model that proposer demonstrates is in the best interests of the City.
- Describe and explain the expected revenue needed to offset costs of setting up and operating .nyc. Describe anticipated ranges in projected in revenue and contingencies to off set costs if actual revenue is lower than projected.
- The proposer shall submit the Price Proposals (Attachment S Revenue Sharing Proposal Spreadsheet, the proposer shall:
  - Describe the proposed revenue sharing structure, including the respective percentage revenue share between the proposer and the City and whether such revenue share is based on “gross revenue” or “net revenue”
  - Define of “revenue,” “gross revenue” and “net revenue.”
  - Delineate its anticipated gross revenue and net revenue for each year of the contract term, the annual amount of revenue dollars that the City will receive, and the total amount the City will receive for the contract term.
  - Delineate its anticipated direct and indirect costs for operating .nyc for each year of the contract.
  - Describe anticipated future revenue streams to recover ICANN Fees and to raise funds for the marketing and promotion of the .nyc gTLD.
  - Explain how any restriction in content of and advertising on SLDs (such as possible prohibitions of sites and advertising related to pornography, tobacco, alcohol and guns) would affect the work to be provided and revenue generated.

The Agency reserves the right to require a Minimum Annual Guarantee to be paid by the contractor to the Agency.

Proposers are encouraged to propose measures, incentives and disincentives that they believe would most likely achieve the Agency’s goals and objectives in a cost-effective manner. The Agency reserves the right to select any payment structure that is in the City’s best interest.

### **4. Acknowledgment of Addenda**

The Acknowledgment of Addenda form (Attachment B) serves as the proposer’s acknowledgment of the receipt of addenda to this RFP which may have been issued by the Agency prior to the Proposal Due Date and Time, as set forth in Section I(D), above. The proposer should complete this form as instructed on the form.

### **B. Proposal Package Contents (“Checklist”)**

The Proposal Package should contain the following materials. Proposers should utilize this section as a “checklist” to assure completeness prior to submitting their proposal to the Agency.

1. A sealed inner envelope labeled “Program Proposal,” containing one original set and the stated number (in the parentheses) of duplicate sets of the documents listed below in the following order:

- Proposal Cover Letter Form (Attachment A)
- Technical Proposal
  - oo Narrative (8)
  - oo References for the Proposer and, if applicable, each Sub-Contractor (8)
  - oo Resumes and/or Description of Qualifications for Key Staff Positions (8)
  - oo Copies of previous applications to ICANN’s requests for proposals for TLD (8)
  - oo A conforming sample of a dummy data deposit (8)
  - oo Organizational Chart (8)
  - oo Audit Report or Certified Financial Statement or a statement as to why no report or statement is available (8)
  - oo Sample Reports, both standard and customized (8)
  - oo IDN tables, if supported
- Acknowledgment of Addenda Form (Attachment B)

2. A separate sealed inner envelope labeled “Revenue Sharing Proposal” containing one original set and (8) duplicate sets of the Revenue Sharing Proposal Spreadsheet. A copy of the Revenue Sharing Proposal Spreadsheet is annexed hereto as Attachment S.

- Proposed Performance-Based Payment Structure (8)

3. A third sealed inner envelope labeled “Doing Business Data Form” containing an original, completed Doing Business Data Form (see Attachment C). (1)

4. A sealed outer envelope, enclosing the three sealed inner envelopes. The sealed outer envelope should have two labels containing:

- The proposer’s name and address, the Title and PIN # of this RFP and the name and telephone number of the Proposer’s Contact Person.
- The name, title and address of the Authorized Agency Contact Person.

**SECTION V - PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES**

**A. Evaluation Procedures**

All proposals accepted by the Agency will be reviewed to determine whether they are responsive or non-responsive to the requisites of this RFP. Proposals that are determined by the Agency to be non-responsive will be rejected. The Agency’s Evaluation Committee will evaluate and rate all remaining proposals based on the Evaluation Criteria prescribed below. The Agency reserves the right to conduct site visits and/or interviews and/or to request that proposers make presentations and/or demonstrations, as the Agency deems applicable and appropriate. Although discussions may be conducted with proposers submitting acceptable proposals, the Agency reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer’s initial proposal should contain its best technical and price terms.

**B. Evaluation Criteria**

- Demonstrated quantity and quality of successful relevant experience 25%
- Demonstrated level of organizational capability 25%
- Quality of proposed approach 50%

**C. Basis for Contract Award**

If a contract is awarded, it will be awarded to the responsible technically viable proposer in the competitive range offering the highest amount of revenue to the City.

## **SECTION VI - GENERAL INFORMATION TO PROPOSERS**

**A. Complaints.** The New York City Comptroller is charged with the audit of contracts in New York City. Any proposer who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 835, New York, NY 10007; the telephone number is (212) 669-3000. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.

**B. Applicable Laws.** This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-7820.

**C. General Contract Provisions.** Contracts shall be subject to New York City's general contract provisions, in substantially the form that they appear in "Appendix A—General Provisions Governing Contracts for Consultants, Professional and Technical Services" or, if the Agency utilizes other than the formal Appendix A, in substantially the form that they appear in the Agency's general contract provisions. A copy of the applicable document is available through the Authorized Agency Contact Person.

**D. Contract Award.** Contract award is subject to each of the following applicable conditions and any others that may apply: New York City Fair Share Criteria; New York City MacBride Principles Law; submission by the proposer of the requisite New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office; submission by the proposer of the requisite VENDEX Questionnaires/Affidavits of No Change and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity; and Section 6-108.1 of the New York City Administrative Code relating to the Local Based Enterprises program and its implementation rules.

**E. Proposer Appeal Rights.** Pursuant to New York City's Procurement Policy Board Rules, proposers have the right to appeal Agency non-responsiveness determinations and Agency non-responsibility determinations and to protest an Agency's determination regarding the solicitation or award of a contract.

**F. Multi-Year Contracts.** Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to the Agency to support continuation of performance in any City fiscal year succeeding the first fiscal year and/or if the contractor's performance is not satisfactory. The Agency will notify the contractor as soon as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding City fiscal year. In the event of cancellation, the contractor will be reimbursed for those costs, if any, which are so provided for in the contract.

**G. Prompt Payment Policy.** Pursuant to the New York City's Procurement Policy Board Rules, it is the policy of the City to process contract payments efficiently and expeditiously.

**H. Prices Irrevocable.** Prices proposed by the proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the Agency prior to contract award but after the expiration of 90 days after the opening of proposals. This shall not limit the discretion of the Agency to request proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.

**I. Confidential, Proprietary Information or Trade Secrets.** Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the proposal. All information not so identified may be disclosed by the City.

**J. RFP Postponement/Cancellation.** The Agency reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals.

**K. Proposer Costs.** Proposers will not be reimbursed for any costs incurred to prepare proposals.

**L. Charter Section 312(a) Certification. [IF APPLICABLE]**

The Agency has determined that the contract(s) to be awarded through this Request for Proposals will not directly result in the displacement of any New York City employee.

\_\_\_\_\_  
(Commissioner) (Agency Chief Contracting Officer)

\_\_\_\_\_  
Date

**Message from the New York City Vendor Enrollment Center**  
**Get on mailing lists for New York City contract opportunities!**  
**Submit a NYC-FMS Vendor Application - Call 212/857-1680**

**ATTACHMENT A: PROPOSAL COVER LETTER**

**RFP TITLE: SERVICES TO OBTAIN, OPERATE, MANAGE, ADMINISTER, MAINTAIN AND  
MARKET THE GEOGRAPHIC TOP LEVEL DOMAIN NAME .NYC  
PIN: 85810CSP0017**

**Proposer:**

**Name:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

\_\_\_\_\_

**Tax Identification #:**

\_\_\_\_\_

**Proposer's Contact Person:**

**Name:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Telephone #:**

\_\_\_\_\_

**Proposer's Authorized Representative:**

**Name:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

Is the response printed on both sides, on recycled paper containing the minimum percentage of recovered fiber content as requested by the City in the instructions to this solicitation?

Yes       No

**ATTACHMENT B: ACKNOWLEDGEMENT OF ADDENDA**

Instructions: The Proposer is to complete either Part I or Part II of this form, whichever is applicable, and include the signed and dated form with their Technical Proposal submission. This form serves as the Proposer's acknowledgment of the receipt of the Addenda to this request for Proposals document which may have been issued by the City prior to the Proposal Due Date and Time.

Part I: Check Here if Applicable:

Listed below are the dates of issue for each Addendum received concerning this Solicitation Document:

Addendum # 1, dated: \_\_\_/\_\_\_/\_\_\_      Addendum # 2, dated: \_\_\_/\_\_\_/\_\_\_

Addendum # 3, dated: \_\_\_/\_\_\_/\_\_\_      Addendum # 4, dated: \_\_\_/\_\_\_/\_\_\_

Addendum # 5, dated: \_\_\_/\_\_\_/\_\_\_      Addendum # 6, dated: \_\_\_/\_\_\_/\_\_\_

Addendum # 7, dated: \_\_\_/\_\_\_/\_\_\_      Addendum # 8, dated: \_\_\_/\_\_\_/\_\_\_

Addendum # 9, dated: \_\_\_/\_\_\_/\_\_\_      Addendum # 10, dated: \_\_\_/\_\_\_/\_\_\_

Addendum # 11, dated: \_\_\_/\_\_\_/\_\_\_      Addendum # 12, dated: \_\_\_/\_\_\_/\_\_\_

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Part II: Check Here if Applicable: \_\_\_\_\_

No addendum was received in connection with this Request for Proposals document.

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Proposer's Company Name: \_\_\_\_\_

Proposer's Authorized Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT C: DOING BUSINESS DATA FORM**

**ATTACHMENT D: DRAFT APPLICANT GUIDEBOOK, VERSION 2**

**ATTACHMENT E: ICANN'S CURRENT CONSENSUS POLICIES AND TEMPORARY POLICIES**

**ATTACHMENT F: ICANN'S CURRENT REGISTRY INTEROPERABILITY, CONTINUITY, AND PERFORMANCE SPECIFICATIONS**

**ATTACHMENT G: ICANN'S GTLD REGISTRY CONTINUITY PLAN**

**ATTACHMENT H: ICANN'S UNIFORM DISPUTE RESOLUTION POLICY**

## **ATTACHMENT I: PRELIMINARY LIST OF RESERVED SECOND-LEVEL DOMAINS**

- 211.nyc
- 212.nyc
- 311.nyc
- 311online.nyc
- 347.nyc
- 646.nyc
- 718.nyc
- 911.nyc
- 917.nyc
- access.nyc
- accessnyc.nyc
- acco.nyc
- administrativecode.nyc
- airquality.nyc
- alert.nyc
- alertnyc.nyc
- antidiscrimination.nyc
- antiterrorism.nyc
- antiviolence.nyc
- benefits.nyc
- bigapple.nyc
- bigevents.nyc
- borough.nyc
- boroughs.nyc
- bronx.nyc
- brooklyn.nyc
- budget.nyc
- buildings.nyc
- bus.nyc
- buses.nyc
- business.nyc
- businesses.nyc
- businessexpress.nyc
- call.nyc
- call211.nyc
- call311.nyc
- call911.nyc
- census.nyc
- charter.nyc
- citizens.nyc
- city.nyc
- citycharter.nyc
- citycouncil.nyc
- citygov.nyc
- citygovernment.nyc
- cityhall.nyc
- cityofnewyork.nyc

- citythatneversleeps.nyc
- civilcourt.nyc
- commissioners.nyc
- communityboards.nyc and all individual community boards, eg, communityboard1.nyc, communityboard2.nyc
- concessions.nyc
- cops.nyc
- council.nyc
- councilmembers.nyc
- courts.nyc
- data.nyc
- departments (newyorkpolicedepartment.nyc, departmentofsanitation.nyc), their acronyms (nypd.nyc, dos.nyc) & subjects (police.nyc, sanitation.nyc)
- dial.nyc
- dial211.nyc
- dial311.nyc
- dial911.nyc
- discrimination.nyc
- districts.nyc and all individual districts, eg, 1stdistrict.nyc, 2nndistrict.nyc
- domesticabuse.nyc
- domesticviolence.nyc
- dot.nyc
- dtv.nyc
- economicdevelopment.nyc
- education.nyc
- elections.nyc
- emergency.nyc
- environment.nyc
- events.nyc
- familycourt.nyc
- ferc.nyc
- finance.nyc
- firecommissioner.nyc
- firefighters.nyc
- five-digit numbers (zip codes)
- franchises.nyc
- go.nyc
- gonyc.nyc
- gov.nyc
- government.nyc
- green.nyc
- greenstreets.nyc
- greenyc.nyc
- health.nyc
- housingauthority.nyc
- housingdevelopment.nyc
- humanrights.nyc
- iheart.nyc
- iheartnewyork.nyc

- iheartny.nyc
- iheartnyc.nyc
- illegalguns.nyc
- ilove.nyc
- ilovenewyork.nyc
- iloveny.nyc
- ilovenyc.nyc
- info.nyc
- information.nyc
- infrastructure.nyc
- intermediateschools.nyc and all individual intermediate schools, eg, is1.nyc, is2.nyc, etc (through three digits)
- landlordtenantcourt.nyc
- laws.nyc
- licenses.nyc
- manhattan.nyc
- marketing.nyc
- mayor.nyc
- mayoral offices, eg, immigrantaffairs.nyc, intergovernmentalaffairs.nyc
- mayorsagainstillegalguns.nyc
- mayorsoffice.nyc
- mbwe.nyc
- medallions.nyc
- medianyc2020.nyc
- muni.nyc
- municipal.nyc
- munimeters.nyc
- narcotics.nyc
- neighborhoods.nyc and all individual neighborhoods, eg, tribeca.nyc, foresthills.nyc
- newyork.nyc
- newyorkcity.nyc
- newyorkcitygovernment.nyc
- newyorksboldest.nyc
- newyorksbravest.nyc
- newyorksfinest.nyc
- newyorksproudest.nyc
- newyorksstrongest.nyc
- newyorknewyork.nyc
- notify.nyc
- notifynyc.nyc
- ny.nyc
- nyc&company.nyc
- nyc.nyc
- nycandcompany.nyc
- nycbudget.nyc
- nycfeedback.nyc
- nycgo.nyc
- nycgov.nyc
- nycgovernment.nyc

- nycradio.nyc
- nycscout.nyc
- nycstat.nyc
- nyctv.nyc
- nycvisit.nyc
- oath.nyc
- one- and two-character names
- parks.nyc and all park names, eg, centralpark.nyc, cunninghampark.nyc
- payphones.nyc
- permits.nyc
- plan.nyc
- planyc.nyc
- planyc2030.nyc
- playgrounds.nyc and all playground names, eg, triassicplayground.nyc, utopiaplayground.nyc
- policecommissioner.nyc
- policeprecincts.nyc
- population.nyc
- precincts.nyc and all individual precincts, eg, 1stprecinct.nyc, 2ndprecinct.nyc
- procurement.nyc
- public.nyc
- publichealth.nyc
- publicprivatepartnerships.nyc
- publicsafety.nyc
- publicschoools.nyc and all individual schools, eg, ps1.nyc, ps2.nyc, etc (through three digits)
- queens.nyc
- radionyc.nyc
- rcny.nyc
- readynewyork.nyc
- regulations.nyc
- residents.nyc
- rfp.nyc
- rooseveltislandtram.nyc
- rooseveltislandtramway.nyc
- rules.nyc
- safety.nyc
- schools.nyc
- scout.nyc
- speaker.nyc
- statenisland.nyc, si.nyc
- subway.nyc
- supremecourt.nyc
- taxi.nyc
- telephone numbers (seven- or ten-digit numbers with or without hyphens plus additional numbers for country codes and otherwise necessary numbers as appropriate)
- thebigapple.nyc
- thisis.nyc
- thisisnyc.nyc
- tourism.nyc
- train.nyc

- [trains.nyc](#)
- [transit.nyc](#)
- [variances.nyc](#)
- [vendex.nyc](#)
- [violence.nyc](#)
- [weather.nyc](#)
- [wnye.nyc](#)
- [wnyefm.nyc](#)
- [wnyetv.nyc](#)
- [www.nyc](#)
- [yourcityyourneedsyournumber.nyc](#)
- [zoning.nyc](#)

**ATTACHMENT J: ICANN'S GENERAL ADVISORY COMMITTEE'S PRINCIPLES REGARDING  
NEW GTLDS**

**ATTACHMENT K: ICANN'S CURRENT ESCROW DEPOSIT REQUIREMENTS**

**ATTACHMENT L: DNS PROTOCOL SPECIFICATIONS RFCS**

**ATTACHMENT M: EPP RFCS**

**ATTACHMENT N: IDN GUIDELINES**

**ATTACHMENT O: IANA REPOSITORY REQUIREMENTS**

**ATTACHMENT P: SPECIFICATION FOR REGISTRATION DATA PUBLICATION SERVICES**

**ATTACHMENT Q: RFC 3912**

**ATTACHMENT R:  
PERFORMANCE SPECIFICATIONS AND LIQUIDATED DAMAGES SCHEDULE**

**I. Performance Specifications**

1. Definitions.

- (a) "Extended Planned Outage" refers to extended downtime for regular maintenance.
- (b) "Performance Specification" refers to the specific committed performance service levels as specified herein.
- (c) "Performance Specification Priority" refers to the contractor's rating system for Performance Specifications. Some Performance Specifications are more critical to the operations of the contractor than others. Each of the Performance Specifications is rated as C1-mission critical, C2-mission important, C3-mission beneficial, or C4-mission maintenance.
- (d) "Planned Outage" refers to downtime for regular maintenance.
- (e) "Registrar Community" refers to all the registrars accredited by contractor that have executed contractor-registrar agreements for .nyc.
- (f) "Service Availability" refers to the time, in minutes, that the Core Services are responding to its users.
- (g) "Service Level Measurement Period" refers to the period of time for which a Performance Specification is measured. Monthly periods are based on calendar months, quarterly periods are based on calendar quarters, and annual periods are based on calendar years.
- (h) "Unavailability" refers to when one of the Core Service is unavailable to all users, that is, when no user can initiate a session with or receive a response from the .nyc TLD.

2. Service Availability. Service Availability is a C1 priority level.

- (a) Service Availability is measured as follows:

Service Availability % =  $\{[(TM - POM) - UOM] / (TM - POM)\} * 100$  where:

TM = Total Minutes in the Service Level Measurement Period (#days\*24 hours\*60 minutes).

POM = Planned Outage Minutes (sum of: (i) Planned Outages and (ii) Extended Planned Outages during the Service Level Measurement Period).

UOM = Unplanned Outage Minutes (Difference between the total number of minutes of Unavailability during the Service Level Measurement Period minus POM).

Upon written request, and at the sole expense of the requesting registrar(s), contractor will retain an independent third party (to be selected by contractor to perform an independent calculation of the UOM). The frequency of this audit will be no more than once yearly during the term of the contract between contractor and the registrar.

[This calculation is performed and the results reported for each calendar month for SRS and Whois availability and for each calendar year for Nameserver availability. Results will be reported periodically to the Registrar Community via e-mail.]

- (b) Service Availability—SRS = 99.9% per calendar month. Service Availability, as it applies to the SRS, refers to the ability of the SRS to respond to registrars that access and use the SRS through the XRP protocol. SRS Unavailability will be logged with the contractor as Unplanned Outage Minutes. The committed Service Availability for SRS is 99.9% and the Service Level Measurement Period is monthly.
  - (c) Service Availability—Nameserver = 99.999% per calendar year. Service Availability, as it applies to the Nameserver, refers to the ability of the Nameserver to resolve a DNS query from an Internet user. Nameserver Unavailability will be logged with the contractor as Unplanned Outage Minutes. The committed Service Availability for Nameserver is 99.999% and the Service Level Measurement Period is annually.
  - (d) Service Availability—Whois = 99.95% per calendar month. Service Availability, as it applies to Whois, refers to the ability of all users to access and use the contractor's Whois service. Whois Unavailability will be logged with the contractor as Unplanned Outage Minutes. The committed Service Availability for Whois is 99.95% and the Service Level Measurement Period is monthly.
3. Planned Outage. High volume data centers like that anticipated to be used to operate, manage, administer and maintain the .nyc TLD require downtime for regular maintenance. Planned Outage ensures a high level of service for the .nyc TLD. Planned Outage Performance Specifications are a C4 priority level.
- (a) Planned Outage Duration. The Planned Outage Duration defines the maximum allowable time, in hours and minutes, that the contractor is allowed to take .nyc out of service for regular maintenance. Planned Outages are planned in advance and the Registrar Community is provided warning ahead of time. This Performance Specification, where applicable, has a monthly Service Level Measurement Period. The Planned Outage Duration for the Core Services is as follows:
    - (i) Planned Outage Duration—SRS = 8 hours (480 minutes) per month;
    - (ii) Planned Outage Duration—Nameserver = [no planned outages allowed]; and
    - (iii) Planned Outage Duration—Whois = 8 hours (480 minutes) per month.
  - (b) Planned Outage Timeframe. The Planned Outage Timeframe defines the hours and days in which a Planned Outage can occur. The Planned Outage Timeframe for the Core Services is as follows:
    - (i) Planned Outage Timeframe—SRS = 12:01 a.m. – 8:00 am Eastern Time (“ET”) Sunday;
    - (ii) Planned Outage Timeframe—Nameserver = [no planned outages allowed]; and
    - (iii) Planned Outage Timeframe—Whois = 6:00 a.m. – 2:00 p.m. ET Sunday.
  - (c) Planned Outage Notification. The contractor will notify all of its registrars of any Planned Outage. The Planned Outage Notification Performance Specification defines the number of days prior to a Planned Outage that the contractor will notify its registrars. The Planned Outage Notification for the Core Services is as follows:
    - (i) Planned Outage Timeframe—SRS = 3 days;

(ii) Planned Outage Timeframe—Nameserver = [no planned outages allowed]; and

(iii)Planned Outage Timeframe—Whois = 3 days.

4. Extended Planned Outage. In some cases such as software upgrades and platform replacements an extended maintenance timeframe is required. Extended Planned Outages will be less frequent than regular Planned Outages but their duration will be longer. Extended Planned Outage Performance Specifications are a C4 priority level.

(a) Extended Planned Outage Duration. The Extended Planned Outage Duration defines the maximum allowable time, in hours and minutes, that the contractor is allowed to take .nyc out of service for extended maintenance. Extended Planned Outages are planned in advance and the Registrar Community is provided warning ahead of time. Extended Planned Outage periods are in addition to any Planned Outages during any Service Level Measurement Period. This Performance Specification, where applicable, has a Service Level Measurement Period based on a calendar quarter. The Extended Planned Outage Duration for the Core Services is as follows:

(i) Extended Planned Outage Duration—SRS = 18 hours (1080 minutes) per calendar quarter;

(ii) Extended Planned Outage Duration—Nameserver = [no planned outages allowed]; and

(iii)Extended Planned Outage Duration—Whois = 18 hours (1080 minutes) per calendar quarter.

(b) Extended Planned Outage Timeframe. The Extended Planned Outage Timeframe defines the hours and days in which the Extended Planned Outage can occur. The Extended Planned Outage Timeframe for the Core Services is as follows:

(i) Extended Planned Outage Timeframe—SRS = 12:01 a.m. – 8:00 am ET Saturday or Sunday;

(ii) Extended Planned Outage Timeframe—Nameserver = [no planned outages allowed]; and

(iii)Extended Planned Outage Timeframe—Whois = 12:01 a.m. – 8:00 am ET Saturday or Sunday.

(c) Extended Planned Outage Notification. The contractor will notify all of its registrars of any Extended Planned Outage. The Extended Planned Outage Notification Performance Specification defines the number of days prior to an Extended Planned Outage that the contractor will notify its registrars. The Extended Planned Outage Notification for the Core Services is as follows:

(i) Extended Planned Outage Timeframe—SRS = 4 weeks;

(ii) Extended Planned Outage Timeframe—Nameserver = [no planned outages allowed]; and

(iii)Extended Planned Outage Timeframe—Whois = 4 weeks.

(d) Processing Time. Processing Time is an important measurement of the Core Services. Performance Specifications, Service Availability, Planned Outages and Extended Planned Outages measure the amount of time that each Core Service is available to its users. Processing Time measures the quality of that service.

Processing Time refers to the time that the contractor receives a request and sends a response to that request. Since each of the Core Services has a unique function the Performance Specifications for Processing Time are unique to each of the Core Services. For example, a Performance Specification for

the Nameserver is not applicable to the SRS and Whois, etc. Processing Time Performance Specifications are a C2 priority level.

Processing Time Performance Specifications have a monthly Service Level Measurement Period and will be reported on a monthly basis. The contractor will log the processing time for all of the related transactions, measured from the time it receives the request to the time that it returns a response.

(i) Processing Time—Add, Modify, Delete = 3 seconds for 95%.

(A) Processing Time—Add, Modify, and Delete is applicable to the SRS as accessed through the XRP protocol. It measures the processing time for add, modify, and delete transactions associated with domain names, Nameserver, contacts, and registrar profile information.

(B) The Performance Specification is 3 seconds for 95% of the transactions processed. That is, ninety-five percent of the transactions will take 3 seconds or less from the time the contractor receives the request to the time it provides a response.

(ii) Processing Time—Query Domain = 1.5 seconds for 95%.

(A) Processing Time—Query Domain measures the processing time for an availability query of a specific domain name.

(B) The performance specification is 1.5 seconds for 95% of the transactions. That is, ninety-five percent of the transactions will take 1.5 seconds or less from the time the contractor receives the query to the time it provides a response as to the domain name's availability.

(iii) Processing Time—Whois Query = 1.5 seconds for 95%.

(A) Processing Time—Whois Query is the processing and response to a Whois Query.

(B) The Performance Specification is 1.5 seconds for 95% of the transactions. That is, ninety-five percent of the transactions will take 1.5 seconds or less from the time the Whois receives a query to the time it responds.

(iv) Processing Time—Nameserver Resolution = 1.5 seconds for 95%.

(A) Processing Time—Nameserver Resolution is the processing and response to a DNS query.

(B) The Performance Specification is 1.5 seconds for 95% of the transactions. That is, ninety-five percent of the transactions will take 1.5 seconds or less from the time Nameserver receives the DNS query to the time it provides a response.

(e) Update Frequency. There are two important elements of the .nyc TLD that are updated frequently and are used by the general public: Nameserver and Whois. Registrars generate these updates through the SRS. The SRS then updates the Nameserver and the Whois. These will be done on a batch basis. Update Frequency Performance Specifications are a C3 priority level.

The committed Performance Specification with regard to Update Frequency for both the Nameserver and the Whois is 15 minutes for 95% of the transactions. That is, ninety-five percent of the updates to the Nameserver and Whois will be effectuated within 15 minutes. This is measured from the time that the registry confirms the update to the registrar to the time the update appears in the Nameserver and

Whois. Update Frequency Performance Specifications have a monthly Service Level Measurement Period and will be reported on a monthly basis.

(i) Update Frequency—Nameserver = 15 minutes for 95%.

(ii) Update Frequency—Whois = 15 minutes for 95%.

	Performance Specification Description	SRS	Nameserver	Whois
1	Service Availability	99.9% per calendar month	99.999% per calendar year	99.95% per calendar month
2	Processing Time—Add, Modify, Delete	3 sec for 95%	N/A	N/A
3	Processing Time—Query Domain	1.5 sec for 95%	N/A	N/A
4	Processing Time—Whois	N/A	N/A	1.5 sec for 95%
5	Processing Time—Nameserver Resolution	N/A	1.5 sec for 95%	N/A
6	Update Frequency	NA	15 min for 95%	15 min for 95%
7	Planned Outage—Duration	8 hrs per calendar month	not allowed	8 hrs per calendar month
8	Planned Outage—Timeframe	12:01 a.m. – 8:00 am ET Sun	not allowed	6:00 a.m. – 2:00 pm ET Sun
9	Planned Outage—Notification	3 days	not allowed	3 days
10	Extended Planned Outage—Duration	18 hrs per calendar quarter	not allowed	18 hrs per calendar quarter
11	Extended Planned Outage—Timeframe	12:01 a.m. – 8:00 am Eastern Time Sat or Sun	not allowed	12:01 a.m. – 8:00 am Eastern Time Sat or Sun
12	Extended Planned Outage—Notification	4 weeks	not allowed	4 weeks

## II. **Liquidated Damages**

1. **Credits.** If contractor fails to meet the Performance Specifications (“Service Level Exception” or “SLE”), contractor shall pay in the aggregate to the Registrar Community a credit according to the tables provided below (“Applicable Credit”). Each Registrar shall only be entitled to a fraction of the Applicable Credit. Such fractions of the credit specified in the tables to be paid to any individual Registrar will be calculated based upon the number of domain names that such Registrar added to the contractor during the Service Level Measurement Period compared to the total number of domain names added to the contractor by all Registrars during the Service Level Measurement Period in which the SLE occurred. The credit due to Registrar may be paid as an offset to registrations and other fees owed to contractor by Registrar. All credits shall be paid in U.S. Dollars. The following Credit Lookup Matrix indicates the corresponding credit table for which the credits defined in this Appendix will be levied.

## CREDIT LOOKUP MATRIX

	Performance Specification Description	SRS	Nameserver	Whois
1	Service Availability	Table C1a	Table C1b	Table C1a
2	Processing Time—Add, Modify, Delete	Table C2	N/A	N/A
3	Processing Time—Query Domain	Table C2	N/A	N/A
4	Processing Time—Whois	N/A	NA	Table C2
5	Processing Time—Nameserver Resolution	N/A	Table C2	N/A
6	Update Frequency	N/A	Table C3	Table C3
7	Planned Outage—Duration	Table C4b	N/A	Table C4b
8	Planned Outage—Timeframe	Table C4a	N/A	Table C4a
9	Planned Outage—Notification	Table C4a	N/A	Table C4a
10	Extended Planned Outage—Duration	Table C4b	N/A	Table C4b
11	Extended Planned Outage—Timeframe	Table C4a	N/A	Table C4a
12	Extended Planned Outage—Notification	Table C4a	N/A	Table C4a

If one or more SLEs occurs as the direct result of a failure to meet a Performance Specification in a single credit class, contractor shall be responsible only for the credit assessed for the credit class which is the proximate cause for all directly related failures.

The following tables identify total Registrar Community credits due for SLEs in the four credit classes C1-C4. Notwithstanding the credit levels contained in these tables, the total credits owed by contractor under this Agreement shall not exceed \$30,000 USD monthly and \$360,000 USD annually. The credits contained in Tables C1a-C4 represent the total credits that may be assessed in a given SLR category in one Service Level Measurement Period.

- (a) C1 Credit Class—If availability of C1 Credit Class components or systems does not meet C1 Performance Specifications in any given Service Level Measurement Period described in the Performance Specifications, contractor will credit the Registrar Community according to the tables (which amount will be credited to the Registrar on a proportional basis as set forth above).

Table C1a

SLE Downtime	< 30 seconds	30 seconds up to but not including 1 minute	1 up to but not including 2 minutes	2 up to but not including 10 minutes	10 up to but not including 30 minutes	30 minutes or more
Monthly Credit to	\$750	\$1,500	\$2,500	\$3,750	\$5,000	\$6,000

Registrar Community						
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C1a Availability Example: In a given measurement period, the SRS Availability is 99.87%, which equates to 52 minutes of unplanned downtime. The contractor's Performance Specification for SRS Availability is 99.9%, or 43 minutes of downtime. The Service Level Exception, therefore, is 9 minutes (52-43 minutes), the difference between the Performance Specification and the actual measured performance. From the Credit Lookup Matrix (see Article I of this Attachment), we see the relevant table is C1a. In Table C1a, the time interval (2 - <10 minutes) has a corresponding credit of \$3,750 USD to be paid to the Registrar Community.

Table C1b

SLE Downtime	< 10 minutes	10 minutes up to but not including 30 minutes	30 up to but not including 1 hour	1 up to but not including 2 hours	2 up to but not including 4 hours	4 hours or more
Annual Credit to Registrar Community	\$7,500	\$15,000	\$25,000	\$35,000	\$50,000	\$75,000

C1b Availability Example: In a given Service Level Measurement Period, the measured Nameserver Availability is 99.990% over a twelve (12) month period, which equates to 52 minutes of downtime. The contractor's Performance Specification for Nameserver Availability is 99.999%, or 5 minutes of downtime per calendar year. The Service Level Exception, therefore, is 47 minutes (52-5 minutes), the difference between the Performance Specification and the actual measured performance. From the Credit Lookup Matrix, we see the relevant table is C1b. In Table C1b, the time interval (30 - < 60 minutes) has a corresponding credit of \$25,000 USD to be paid to the Registrar Community.

- (b) C2 Credit Class—If processing time for C2 Credit Class services does not meet C2 Service Levels in any given Service Level Measurement Period, contractor will credit the Registrar Community according to the following table (which amount will be credited to the Registrars on a proportional basis as set forth above).

Table C2

SLE Downtime	< 2 seconds	2 seconds up to but not including 5 seconds	5 seconds up to but not including 10 seconds	10 seconds up to but not including 20	20 seconds up to but not including 30	30 seconds or more
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				seconds	seconds	
Monthly Credit to Registrar Community	\$375	\$750	\$1,500	\$3,500	\$4,000	\$7,500

**C2 Processing Example:** The Performance Specification for Processing Time for Add, Modify, and Delete is 3 seconds or less for 95% of the transactions. In a given Service Level Measurement Period, seven percent of the transactions are greater than 3 seconds. The 5% of those transactions with the longest processing times are not subject to the SLE calculation (3 seconds for 95%). The SLE is calculated using the average processing time for the 2% of the transactions that are subject to the SLE. If there were 1,000 transactions and they took a total of 4,000 seconds, the average is 4 seconds. That generates an SLE of 1 second (4 seconds-3 seconds). From the Credit Lookup Matrix, we see the relevant table is Table C2. In Table C2, the SLE time interval (< 2 seconds) has a corresponding credit \$375 USD to be paid to the Registrar Community.

- (c) C3 Credit Class—If update frequency measurements of C3 Credit Class components or systems do not meet C3 Service Levels in any given Service Level Measurement Period as described in the Performance Specification Matrix in Exhibit G, contractor will credit the Registrar Community according to the following tables (which amount will be credited to the Registrars on a proportional basis as set forth above).

Table C3

SLE Downtime	< 30 seconds	30 seconds up to but not including 1 minute	1 up to but not including 2 minutes	2 up to but not including 10 minutes	10 up to but not including 30 minutes	30 minutes or more
Monthly Credit to Registrar Community	\$188	\$375	\$625	\$938	\$1,250	\$1,500

**C3 Update Frequency Example:** In a given Service Level Measurement Period, ninety-five percent of the updates to the Nameserver take 24 minutes or less to complete. The corresponding contractor's Performance Specification is 15 minutes for 95% of the updates. The SLE, therefore, is 9 minutes. From the Credit Lookup Matrix, we see the relevant table is Table C3. The SLE time interval (2 - <10 minutes) has a corresponding credit of \$938 USD to be paid to the Registrar Community.

- (d) C4 Credit Class —If contractor fails to comply with C4 Credit Class category Performance Specifications, contractor will credit the Registrar Community according to the following tables (C4a and C4b) (which amount will be credited to the Registrars on a proportional basis as set forth above).

Table C4a

SLE Downtime	Any
Monthly Credit to Registrar Community	\$500

**C4a Planned Outage Notification Example:** In each instance the contractor fails to meet the Performance Specifications for Notification and Timeframe related to Planned Outages and Extended Planned Outages, the contractor is subject to the credit in Table C4a. For example, the contractor informs the Registrar Community that it will initiate a Planned Outage of the SRS on the next calendar Sunday (five (5) days advance notice). The corresponding contractor's Performance Specification is 28 days notice. From the Credit Lookup Matrix, we see the relevant table is C4a. This results in a credit of \$500 USD to be paid to the Registrar Community.

Table C4b

SLE Downtime	< 1 hour	1 hour up to but not including 2 hours	2 hours up to but not including 4 hours	4 hours up to but not including 6 hours	6 hours up to but not including 10 hours	10 hours or more
Monthly Credit to Registrar Community	\$300	\$750	\$1,200	\$2,500	\$3,500	\$4,000

**C4b Planned Outage Example:** In a given Service Level Measurement Period, the actual duration of a planned outage is 11 hours and 20 minutes for the SRS. The corresponding contractor's Performance Specification is 8 hours per month for the SRS. The SLE, therefore, is 3 hours and 20 minutes. From the Credit Lookup Matrix, we see the relevant table is C4b. The SLE time interval (2 - <4 hours) has a corresponding credit of \$1,200 USD to be paid to the Registrar Community

2. Receipt of Credits. In order for Registrars to claim credits, the following procedure must be followed:
  - (a) contractor shall perform the required measurements in order to obtain the total credits associated with the applicable Service Level Measurement Period. Such measurements and associated documentation shall be delivered by e-mail to each of the Registrars in the Registrar Community. Such notice shall also include the total credit (if any) to be paid to the Registrar Community as a result of any outages; and
  - (b) when the above steps have been completed, the contractor shall enter in each Registrar's account balance the amount of credit (if applicable) that can be used immediately toward registrations in the Registry.

3. Obligations.

- (a) Except in the case of cross-network Nameserver performance (which is not a subject of this Attachment), contractor will perform monitoring from internally-located systems as a means to verify that the requirements and conditions of this Attachment are being met.
- (b) Upon written request, and at the sole expense of the requesting Registrar(s), contractor will retain an independent third party to be selected by contractor with the consent of the Registrar(s). The Registrar may, under reasonable terms and conditions, audit the reconciliation records for the purposes of verifying measurements of the Performance Specifications. The frequency of these audits will be no more than once yearly during the term of the agreement between contractor and the Registrar.
- (c) Contractor's obligations under this Attachment R are waived during the first 120 days after the date that .nyc goes "live."
- (d) A Registrar must report each occurrence of alleged occasion of Unavailability of Core Services to the contractor customer service help desk in the manner required by the contractor (i.e., e-mail, fax, telephone) in order for an occurrence to be treated as Unavailable for purposes of the SLE.
- (e) In the event that the Core Services are Unavailable to an individual Registrar, contractor will use commercially reasonable efforts to re-establish the affected Core Services for such Registrar as soon as reasonably practicable. In the event that the Unavailability of Core Services affects all Registrars, the contractor is responsible for opening a blanket trouble ticket and immediately notifying all Registrars of the trouble ticket number and details.
- (f) Both Registrar and the contractor agree to use reasonable commercial good faith efforts to establish the cause of any alleged Core Services Unavailability. If it is mutually determined to be a contractor problem, the issue will become part of the Unplanned Outage minutes.
- (g) The contractor will use commercially reasonable efforts to restore the critical systems of the Core Services within 24 hours after the termination of a force majeure event and restore full system functionality within 48 hours after the termination of a force majeure event. Outages due to a force majeure will not be considered Service Unavailability.
- (h) Incident trouble tickets must be opened within a commercially reasonable period of time.

**[END OF ATTACHMENT R]**





**YEAR TWO**

LIST ALL DIRECT AND INDIRECT COSTS ASSOCIATED WITH THE OPERATION OF .nyc

Cost	Amount
Total:	

LIST ALL REVENUE

Source	Amount
Total:	

Year Two Gross Revenue \$ \_\_\_\_\_  
 Year Two Net Revenue \$ \_\_\_\_\_  
 Year Two City Percent Revenue Share \_\_\_\_\_% SELECT ONE (net revenue)(gross revenue)  
 Year Two Guaranteed Minimum, if any \$ \_\_\_\_\_  
 Year Two City Revenue Received \$ \_\_\_\_\_

**YEAR THREE**

LIST ALL DIRECT AND INDIRECT COSTS ASSOCIATED WITH THE OPERATION OF .nyc

Cost	Amount
Total:	

LIST ALL REVENUE

Source	Amount
Total:	

Year Three Gross Revenue \$ \_\_\_\_\_  
 Year Three Net Revenue \$ \_\_\_\_\_  
 Year Three City Percent Revenue Share \_\_\_\_\_% SELECT ONE (net revenue)(gross revenue)  
 Year Three Guaranteed Minimum, if any \$ \_\_\_\_\_  
  
 Year Three City Revenue Received \$ \_\_\_\_\_

**YEAR FOUR**

LIST ALL DIRECT AND INDIRECT COSTS ASSOCIATED WITH THE OPERATION OF .nyc

Cost	Amount
Total:	

LIST ALL REVENUE

Source	Amount
Total:	

Year Four Gross Revenue \$ \_\_\_\_\_  
 Year Four Net Revenue \$ \_\_\_\_\_  
 Year Four City Percent Revenue Share \_\_\_\_\_% SELECT ONE (net revenue)(gross revenue)  
 Year Four Guaranteed Minimum, if any \$ \_\_\_\_\_  
 Year Four City Revenue Received \$ \_\_\_\_\_

**YEAR FIVE**

LIST ALL DIRECT AND INDIRECT COSTS ASSOCIATED WITH THE OPERATION OF .nyc

Cost	Amount
Total:	

LIST ALL REVENUE

Source	Amount
Total:	

Year Five Gross Revenue \$ \_\_\_\_\_  
 Year Five Net Revenue \$ \_\_\_\_\_  
 Year Five City Percent Revenue Share \_\_\_\_\_% SELECT ONE (net revenue)(gross revenue)  
 Year Five Guaranteed Minimum, if any \$ \_\_\_\_\_  
 Year Five City Revenue Received \$ \_\_\_\_\_

TOTAL REVENUE

Year One City Revenue Received \$ \_\_\_\_\_  
 Year Two City Revenue Received \$ \_\_\_\_\_  
 Year Three City Revenue Received \$ \_\_\_\_\_  
 Year Four City Revenue Received \$ \_\_\_\_\_  
 Year Five City Revenue Received \$ \_\_\_\_\_

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GRAND TOTAL City Revenue Received \$ \_\_\_\_\_