

**ANSWERS TO QUESTIONS RECEIVED
IN RESPONSE TO SOLICITATION NO. SB1335-01-Q-0740**

1. You mention a bunch in the RFQ about cooperating with ICANN... How do the recent goings-on with the ccTLD constituency pulling out of the DNSO of ICANN affect this?

Answer: The Contractor will be required to abide by ICANN policies applicable to ccTLD's and associated technical requirements unless directed in writing by the Contracting Officer not to comply with such policies or technical requirements. See Section B.3.2.

2. You mention the expanded usTLD several times in the RFQ. It appears that the only way to meet the requirements of the RFQ is to expand the usTLD. In a recent poll on our usTLD.org site, 86% of the voters were against opening up the .US domain to unrestricted second level registrations. It is unclear in the RFQ whether or not you are seeking proposals on restricted or unrestricted expansion of the usTLD. Can you clarify this a little for me please? Would you accept second level registrations restricted to companies that provide services or products on a national basis only?

Answer: As indicated in the "STATEMENT OF PURPOSE," Section B.1, one of the primary objectives of the RFQ is promote the increased use of the usTLD by a wide range of registrants in the United States. Pursuant to Section B.5, offerors must include a description of proposed policies and procedures (including timeline) for management of the expanded usTLD structure. The Contractor, however, must implement a United States Nexus Requirement (Section B.3.1) that permits registrations only from registrants resident or with a bona fide presence in the United States.

3. Isn't it better to be supporting new TLD's that are coming on-line and growing, as opposed to one like .US which has been captured and may fade away?

Answer: The Government contends that improving the usTLD for the benefit of the Internet community of the United States is not inconsistent with the benefits of the introduction of new TLD's. Moreover, an enhanced usTLD will provide Internet users in the United States with increased choice. See Sections A and B.1.

4. The RFQ asks questions in regard to the management of the current delegation structure. It would be helpful to have some more information on the relationship between the registry and delegations, especially any licensing agreements signed between the registry and the delegations. Could you please direct me to this information?

Answer: Information on the current locality-based usTLD structure and registration policies, including on-line application forms and delegation agreements, are located at <http://www.nic.us> .

5. I am interested to know what the process is following this date. For instance, will there be a public comment period? Will all submissions be made public, or will certain confidential or proprietary information contained in the proposals be kept private? Will there be an opportunity to come in to discuss the proposals once they are submitted? What is the timing for making a selection of vendor?

Answer: The Government will evaluate all quotations received at the intended delivery location by the due date and time for same and will award a purchase order according to the "EVALUATION CRITERIA FOR AWARD" that are included in the solicitation. All information received that is submitted in response to the solicitation will be considered proprietary information and will be treated as such. The Government reserves the right to enter into dialogue with organizations submitting quotations if it deems such dialogue necessary. The timing for making a purchase order award cannot yet be determined, since it is not known how many quotations will be submitted, how long the evaluation will take, or whether an award will be made based on the originally submitted quotations.

6. Can you tell me when whoever gets this contract is expected to take over? I have been told that the present contract runs until November. Is that when the new contractor will take over?

Answer: Under Amendment Number Twenty-One (21) of Cooperative Agreement NCR 92-18742, the current .us administrator is obligated to provide .us services until November 10, 2001 or such time as the Department of Commerce (DoC) designates a successor registry for the .us domain, whichever comes first. Upon designation by DoC of a successor registry, or November 10, 2001, whichever comes first, the current administrator shall use commercially reasonable efforts to cooperate with DoC to facilitate the smooth transition of operation of the .us domain. Given the foregoing, DoC expects to select a Contractor, execute the necessary purchase order between DoC and that Contractor, and begin the transition of usTLD operations before November 10, 2001.

7. Can I assume that the new rules, provisions, etc. established in response to the public comments will be in effect as soon as the new contractor takes over?

Answer: The terms and conditions set forth in the resultant purchase order (which will come directly from the solicitation) will be in effect when the period of performance for the awarded purchase order commences. The Contracting Officer before implementation will review all new or revised policies or procedures developed pursuant to the purchase order (including those resulting from work performed under Sections B.4.5 and B.5.5 of the RFQ).

8. Do the registrars in the expanded .us TLD have to be US-based companies? If not, do they have to have facilities in the US? If so, what percentage of their facilities must be based in the US?

Answer: In responding to Sections B.5.2 and B.5.3, offerors should not include registrar locality restrictions.

9. B.3.1 states that "country code top level domain intended to serve the community of Internet users resident or located with a bona fide presence in the United States . . ." It further states that "in addition to the current policy set forth in RFC 1480 requiring that usTLD domain name registrations be hosted on computers located within the United States . . ." What does that second statement mean? Does it prohibit a US citizen who travels for business and has a PC outside the US from having a .us website? Does it prohibit a US citizen from having a US website while residing outside the US? Would it prohibit a US citizen or company from using a foreign web-hosting company or registrar?

Answer: Current policy generally limits usTLD registrations to "computers located in the United States." (See <http://www.nic.us/overview/who.html>). Since nameservers are the computers that are registered in the domain name registration process (*i.e.*, the "host" computer), we interpret this to mean that the nameservers are required to be located in the United States. We anticipate that this will also be a subject addressed as part of the requirements set forth in B.4.5 and B.5.5 and in offerors responses as required in INSTRUCTIONS FOR SUBMITTING QUOTATIONS I.3.

10. The introduction states that the "Contractor will not be permitted to act as both the registry and a registrar in the expanded usTLD space." Please explain the reason for this statement. Does that statement preclude a .us registrar from having a relationship with the Contractor if such Contractor is an independent company?

Answer: Section B.5 indicates that the Contractor must not act as a registrar in the expanded usTLD space. The Contracting Officer would need to examine the nature of the "relationship" to determine whether this proscription is met.

11. Does the winning bidder have to be a non-profit 501(c)(3) organization?

Answer: No.

12. Under B.1 Statement of Purpose; item 8. Would you be agreeable to a change to: [...] "This includes a "Permanent" seat on the ICANN Board of Directors."

[...] ...and contribution to ICANN's operating costs "by mutual agreement each year".

Answer: No.

13. Under B.3 Policy Requirements; item 2. A mutual modification to ICANN policies pertaining to open ccTLD's. (We cannot agree with the current policy as written)

Answer: See Section B.3.2. The Contractor may present such policies to the Contracting Officer for review.

14. Under B.3 Policy Requirements; item 4. Would you provide a URL link to the "Government Advisory Committee Document"?

Answer: The GAC principles are located at <http://www.icann.org/committees/gac/gac-cctldprinciples-23feb00.htm> .

15. In organizing a response would NIST like the main proposal document organized with headings indicating 1. the sections identified as Contractor Requirements B (B.1 - B.5) and Reporting Requirements (C.1-C.2) (RFQ pgs 3-10) OR 2. the Instructions for Submitting Quotations A-S (RFQ pgs 30 -33)?

Answer: The latter format is preferable.

16. Since no appropriated funds will be obligated in the issuance of any purchase order resulting from this RFQ, the Procurement Integrity Act does not apply. Nevertheless, will the Department of Commerce treat responses to this RFQ as procurement sensitive information?

Answer: Yes.

17. The purchase price for any purchase order resulting from this RFQ will be \$0.00. Therefore, the contractor will be at risk for costs incurred under the P.O. prior to the generation of revenue from the .us applicants. The termination for convenience clause in the RFQ does not address this specific risk. Will the government, if it terminates the purchase order for convenience, reimburse the contractor for costs incurred for start-up activities in performance of the contract?

Answer: No.

18. Does the Sunrise Provision allowing early registration for trademark holders create an unfair barrier to small businesses without registered trademarks, particularly new start-ups? What provisions are being made to ensure that entrepreneurs receive a fair chance to register a domain name in dot US?

Answer: The “Sunrise Policy” is not necessarily limited to registered trademark holders. Section I.1 of the “INSTRUCTIONS FOR SUBMITTING QUOTATIONS,” and Section B.3.3 require offerors to propose eligibility requirements for this policy.

19. Is the Uniform Dispute Resolution Policy necessary for the Dot US? Because registrants in the Dot US will have a tie to the United States, would the diversity of jurisdictions present in gTLD’s still be present here? Would not U.S. law be controlling for registrations in Dot US?

Answer: The Government believes that the Uniform Dispute Resolution Policy is necessary, as this process will greatly reduce the time and cost associated with settling trademark/domain name conflicts. Implementation and use of this procedure is a requirement under Section B.3.3. The UDRP does not preclude domain name holders or trademark owners from pursuing their rights in a court of competent jurisdiction.

20. Can the operator of the Dot US registry be required to adopt ICANN's Policies Pertaining to Open ccTLD's before that policy is formalized? To the best of Advocacy's knowledge, ICANN has not formally adopted a policy regarding open ccTLD's.

Answer: *See Section B.3.2. The Contractor may present such policies to the Contracting Officer for review.*

21. It is our understanding that the agency intends to conduct this procurement in accordance with Part 13, Simplified Acquisition Procedures, of the Federal Acquisition Regulations. As we understand it, there is no requirement for a formal source selection plan under these procedures. In addition, the source selection official is normally the contracting officer. However, this procurement is of major importance and will affect millions of business and entities. Therefore, we are seeking the following information:

- a.** Will the agency establish a formal source selection plan for this procurement?
- b.** Will this procurement be conducted using the full and open competition procedures of the FAR? If not, what procedures will be used?
- c.** Will the Contracting Officer be the source selection authority?
- d.** If the Contracting Officer will not be the source selection authority, will the agency establish technical evaluation panels, source selection advisory councils, or other formal procurement procedures? Please describe these procedures (if applicable) and the organizations that will participate in the source selection/proposal evaluation process.
- e.** If the Contracting Officer will not be the source selection official, what organizational level at the agency (e.g., contracts division head) will perform that role?

Answer: *This acquisition is not a set-aside of any kind, and any responsible source may submit a quotation. A technical evaluation panel will be convened at NTIA to review and evaluate quotations that are submitted in response to the solicitation. There is no formal source selection plan by which the Panel will be bound, but it will use a structured approach to evaluate quotations and provide a written assessment of each quotation. The source selection official will be a person at an appropriate level in DoC.*

22. The RFQ states "the Contractor may establish and collect fees from third parties for performance of the requirements of this purchase order, provided that the fee levels are approved by the Contracting Officer before going into effect, which approval will not be withheld unreasonably, provided that the fee levels are fair and reasonable."

- a.** Would it be permissible to propose a mechanism for adjusting fee levels in light of lower-than-projected registration volumes?

Answer: Yes. *See also* Section B, "CONTRACTOR REQUIREMENTS" for information regarding fee approvals.

- b.** Will the Contractor be obligated or required to limit fees that the existing delegated managers charge?

Answer: Current usTLD policy requires that any charges by delegated managers for registration services be fair and applied equally to all customers. The Government expects that the study and recommendations required under B.4.5 will address delegated manager fee structures.

23. Will the Contractor be permitted to delegate (not just subcontract) registrar services that the registry now provides in the current usTLD space (e.g., registrar services for undelegated third-level locality sub-domains and undelegated special purpose domains)?

Answer: Under Section B.4.2, the Contractor is required to provide services for undelegated third level sub-domains. Services not performed directly by the Contractor must be subject to appropriate contractual arrangements. As indicated in the "INSTRUCTIONS FOR SUBMITTING QUOTATIONS," Section G, the content of the final version of all such contract(s) must be approved by the Contracting Officer before use by the Contractor in the performance of the resultant purchase order.

24. Section B.1 of the RFQ states that the Contractor should promote increased use of the usTLD by, among other things, introducing "enhanced services." Similarly, the Instructions for Submitting Quotations direct the Contractor to provide information as to "any services or functions, if any, the Offeror proposes to perform as part of usTLD management in addition to those listed in the SOW."

- a.** Will there be any limitations placed on the nature, scope, and extent of value-added (as opposed to registration) services that the Contractor may provide?

Answer: There are no limitations in what offerors may propose; however, such services and functions should be included as part of the offerors submission to the RFQ as indicated in the "INSTRUCTIONS FOR SUBMITTING QUOTATIONS," Section D. Any value-added services, however, will be subject to the Contracting Officer's approval.

- b.** Will there be any limitations placed on fees charged for value-added services provided by the Contractor?

Answer: *See* "INSTRUCTIONS FOR SUBMITTING QUOTATIONS," Sections L, M, and N. Also, the Contracting Officer (see Section B. "Contractor Requirements") must approve any fees.

- c.** Will there be any limitations placed on the nature of dispute resolution services that may be provided?

Answer: See "INSTRUCTIONS FOR SUBMITTING QUOTATIONS," Sections I.2. and I.4.

- d. Will there be any limitations placed on fees charged by any provider of dispute resolution services for .us?

Answer: Any fees charged by any provider of dispute resolution services for .us will be subject to the contracting officer's approval.

25. Section B.1 states that the Contractor should implement a "sunrise period" that permits qualified trademark owners to pre-register their trademarks as domain names." What is meant by "qualified"? Is there a requirement that only owners of marks registered in the U.S. may take advantage of this pre-registration period? May owners of unregistered trademarks participate?

Answer: In the solicitation, the term "qualified" was left deliberately undefined, as the "Sunrise Policy" is not necessarily limited to "registered" trademark holders. Section I.1 of the "INSTRUCTIONS FOR SUBMITTING QUOTATIONS," and Section B.3.3 require offerors to propose eligibility requirements for this policy.

26. Section B.3 states that the "Contractor must implement a United States Nexus Requirement in both the locality-based usTLD structure and the expanded us TLD space."

- a. Will the Contractor be required to expel existing registrants that do not meet a nexus requirement?

Answer: No.

- b. What is meant by "not intended to attract or otherwise encourage registrations from outside the United States"? Will some non-US registrations be permitted in the future?

Answer: Management of the usTLD is intended to serve the community of Internet users of the United States. It is anticipated, at this time, that non-US registrations would not be permitted in the future.

27. The Contractor is supposed to use approved contracts between itself and existing delegated managers. What happens if a delegated manager refuses to sign such a contract? May the Contractor assert control over that manager's registry?

Answer: The manner in which the Contractor should approach this potential issue should be addressed in the study and recommendations required pursuant to Section B.4.5.

28. Section B.3 requires that the Contractor escrow data. For whose use (ICANN or the USG) will this data be escrowed?

Answer: Data escrow is required as part of Section B.2.6 and is an element of the Governmental Advisory Committee Principles. It is intended for use by the Government for management of the .usTLD.

29. Section B.3 requires that the Contractor adhere to ICANN policies pertaining to open ccTLD's.

- a. In the registry agreements between ICANN and gTLD registries, the registries are obligated to abide by ICANN policies only to the extent that they deal with certain subject matters. Would these same limitations apply in the context of .us?

Answer: No.

- b. Can you confirm that the Contracting Officer will retain the right to object to (or waive the application of) ICANN policies that fall outside this list of permitted subject matters, were adopted improperly, or are otherwise disapproved by the Contracting Officer?

Answer: *See* Section B.3.2. The Contractor may present such policies to the Contracting Officer for review.

30. Will the Contractor be required to sign a contract with ICANN? Would this contract be subject to Contracting Officer approval? What provisions will this contract contain concerning following ICANN consensus policies?

Answer: *See* Section B.3.4.

31. The Contractor is directed to create mechanisms to coordinate the discussion of usTLD policy by stakeholders.

- a. May the Contractor delegate this function (e.g., to an existing or newly-created independent not-for-profit entity)?

Answer: Contractors are permitted to enter into subcontracts. (*see* Section B. "Contractor Requirements".) The Contractor, however, is ultimately responsible for meeting the requirements of this contract as outlined in the Statement of Work.

- b. What will the role of the Contracting Officer be in the development or approval of policies for the expanded usTLD that originate with such mechanisms?

Answer: The recommended additional policies, procedures, modifications or updates required under Section B.5.5 will be submitted to the Contracting Officer for review and action.

32. Section B.5 directs the Contractor to "develop and implement a process describing the manner in which registrars in the expanded us TLD space will be accredited to register names in the expanded usTLD."

- a. May the Contractor accredit registrars other than ICANN-accredited registrars?

Answer: Yes.

- b. Must the Contractor accredit all ICANN-accredited registrars that meet objectively stated qualifications?

Answer: The Contractor will be required to accredit all entities meeting the developed usTLD accreditation standards on a non-discriminatory basis.

- c. Given the nexus requirement, would the Contractor be permitted to limit this to ICANN-accredited registrars located in the U.S.?

Answer: In responding to Sections B.5.2 and B.5.3, offerors should not include registrar locality restrictions.

33. The Contractor is directed by the RFQ to "improve the management of the current usTLD space." RFQ at 2. The RFQ also notes that "[a] number of technical enhancements to the usTLD system functions are required to make the system more robust and reliable." Id. at 3. In addition, the "Contractor must provide all systems, software, hardware, facilities, infrastructure, and operation for" a number of identified functions. Id. at 5. Thus, the successful applicant will be expected to be innovative in the performance of this contract, and may find it necessary to use proprietary, business confidential, or trade secret information in the successful performance of the contract. The data rights provisions of the RFQ might disserve these purposes, however.

- a. The RFQ contains FAR clause 52.222-17 Rights in Data -- Special Works. This clause provides the Government with unlimited rights to data "delivered under the contract." Id. at 21. However, other than the "Investigational Study" and "Progress Report" in paragraphs C.1 and C.2, the RFQ does not appear to set forth a list of data deliverables or include descriptions for these identified deliverables. Please identify all contract deliverables and confirm that this clause does not apply to any data or software that is not required to be delivered under this RFQ, whether or not such data or software was first produced under the contract.

Answer: The clause, FAR 52.227-17 Rights in Data—Special Works, does grant the Government unlimited data rights in data or software that is first produced in the performance of this contract. For data not first produced but delivered under the contract FAR 52.227-17(c)(2) applies.

- b. This clause also provides the Government with unlimited rights to "in all data first produced in the performance of this contract.." Id. If a contractor creates data or software at private expense during the performance of the contract in an effort to carry out the purpose of the contract, and if the contractor marks and identifies that data prior to its use in contract performance, will the Government accept "limited" rights (or restricted rights

for software) in that data, as that term is defined in the Federal Acquisition Regulation 52.227-14?

Answer: No. The Government acquires unlimited rights in all data first produced in the performance of this contract and broad use rights in data not first produced but delivered under the contract pursuant to (c)(2) of the data rights clause (See FAR Clauses 52.227-17). As part of the escrow requirements of Section B.2.6, data will be deposited in a standard format to be determined at the time of contract.

- c. If the source of funding for the data is a mix of Government and contractor funds, will the Government accept less than unlimited rights in such data or software, e.g., so-called "government purpose" rights?

Answer: No. The Government acquires unlimited rights in all data first produced in the performance of this contract and broad use rights in data not first produced but delivered under the contract pursuant to (c)(2) of the data rights clause (See FAR Clauses 52.227-17). As indicated in Section B of the Statement of Work, the Contractor may not charge the United States Government for performance of the requirements of this purchase order.

- d. What other limitations on data rights and rights in software is the Government willing to consider to encourage innovation and protect the intellectual property of the successful applicant?

Answer: The Government acquires unlimited rights in all data first produced in the performance of this contract and broad use rights in data not first produced but delivered under the contract pursuant to (c)(2) of the data rights clause (See FAR Clauses 52.227-17). The Contractor may seek copyright protection subject to a Government license according to the terms of 52.227-17(c).

34. If, during the term of the registry agreement, the Contractor modifies a pre-existing proprietary registry technology, and deploys those modifications across all of the registries it operates, are those modifications copyrightable by the Contractor (subject to a license for government use, as the RFQ provides)?

Answer: See FAR 52.227-17(c) on Copyright.

35. What rights are conveyed by the contemplated government use license? If the government selects an alternate service provider at the end of the agreement to manage .us, will the follow-on contractor be entitled to use the registry software developed by Contractor without payment to Contractor?

Answer: See FAR 52.227-17(c) on Copyrights.

36. If, during the term of the registry agreement, the Contractor uses data from its other registry operations (or other sources) to enhance its performance under this agreement, will the

Contracting Officer approve the use of such data (subject to a license for government use, as the RFQ provides)?

Answer: Generally, The Government retains unlimited rights in all data first produced in the performance of or delivered under this contract. See FAR 52.227-17. The Contracting Officer would need to know the nature of the data and the purpose for its use in relation to the usTLD operations.

37. What standard will the Contracting Officer use in determining whether to approve the release, reproduction, distribution, or publication of data first produced in connection with the performance of this contract?

Answer: FAR 52.227-17(d) governs this issue. The Contracting Officer would base the determination on the best interest of the Government in accordance with all applicable federal law and regulation.

38. Will the Contracting Officer approve a registrant agreement (and registry-registrar agreement) that waives any claims against the Contractor and holds the Contractor harmless from liability?

Answer: The Contracting Officer would need to review any agreement prior to its implementation.

39. Would there be a reprourement after the expiration of the contract? Would the incumbent contractor be entitled to any presumption or other credit for its experience and compliance with the contract in the context of that reprourement?

Answer: We assume that there would be a reprourement after the expiration of the purchase order. The incumbent Contractor's past performance would be considered as part of the evaluation process under the "reprourement" acquisition if the Contractor were to submit an offer/quotation under the "reprourement" acquisition.

40. Does running a TLD registry (even if not pursuant to a contract with the USG) count as an "effort similar in scope to this acquisition" for purposes of this application?

Answer: Yes; however, it is in the discretion of the offeror what information s/he submits pursuant to this RFQ. Past performance references need not be limited to contracts with the Government.

41. What is the procedure you will follow for responding to requests by applicants that sensitive business information furnished in the applicant's response to the RFQ be kept confidential?

Answer: See FAR Subpart 3.1. Also, see the Answer to Question 16 above.

42. According to the DoC, are there any restrictions on who can register a .US domain today, and will these restrictions (if any) have continue under the new operator.

Answer: Current usTLD registration policies are located on the usTLD website at <http://www.nic.us>. For the locality-based usTLD space, it is contemplated in the RFC that the current policies will remain in place. A study regarding compliance with current locality-based usTLD policies is also required in Section B.4.5.

43. I could use your assistance in clarifying a reference that is made in the RFQ P.7 on page 32. relating to "Past Performance".

The requirement states, "Information noted in I.4 above for an Alternate Customer Organization Point of Contact; and..."

Please clarify the reference to I.4. The requirement I.4 on page 31 regarding additional alternative policies does not appear to be the appropriate reference.

Answer: Item No. P.7. on page 33 of the solicitation is amended to read: "Information noted in P.6. above for an Alternate Customer Organization Point of Contact; and"

44. Requirement "P" is looking for Past Performance references. Are these references ONLY on the particular company that is applying for the bid for DOC contracts they have performed in the past?

If a company has never performed ANY DOC contracts will this disqualify it as a company?

Does this apply to contracts that have been fulfilled by companies that the Management team have worked for before (or currently?)

Does this requirement apply to non DOC contracts?

I personally started the first ISP in [city deleted], and it is still the largest privately owned ISP in all of [city deleted] (the [number deleted] largest city in the US) and it has highly stable technology and great customer service. Is THIS sort of a thing a "past performance" reference?

We will be utilizing [deleted] to provide and maintain our technology infrastructure. If they are an equity partner do THEIR past DOC contracts count towards our bid?

Answer: The Offeror may provide past performance references for themselves and/or for their first-tier subcontractors. Past performance references may be provided for any federal government contracts/orders (not just DoC federal contracts/orders), state government contracts/orders, local government contracts/orders, contracts/orders with other companies/organizations or contracts/orders of other companies for which a key person of the Offeror was a key person while employed at that other company. As noted in the solicitation, these contracts/orders must be for other efforts similar in scope to this acquisition that were either completed in the past three years or be currently in process.

As part of the evaluation process, the Government will determine whether a particular contract/order is similar in scope to this acquisition.

45. [Company name, its history, and its ongoing activities omitted.]

While we have not concluded whether to participate in this competition ourselves, or in what capacity, we nonetheless believe our views on the conduct of the solicitation and its ability to produce a credible operator for the United States' country code top level domain are relevant to this important issue, and that the selection of a successor operator should result from a proceeding that elicits the best possible proposals from the best available candidate entities.

A single important fact has emerged over the days since the Solicitation was posted in CBD on June 13. That is, that an increasing number of potentially qualified organizations are interested in submitting responses to the solicitation; but the time allotted under the Solicitation--scheduled to close on 27 July 2001--is insufficient to permit the preparation of a thorough, comprehensive reply that fully responds to the issues and questions of operational capacity and methods. Indeed, [Company] has been approached over the past several weeks by no fewer than six different entities with an interest in consulting with us about possible roles in a response to the solicitation. Further, questions of interpretation and requests for clarification on certain solicitation issues have apparently been posed to the contracting authority, and are yet unanswered, but may result in the issuance of an amendment or clarification to the Solicitation.

Thus, qualified entities which might very creditably perform the functions contemplated by the Solicitation may either be deterred from filing a reply or may file an inadequately prepared document, solely because of the relatively short 45 day response period. (By contrast, the European Union more than 24 months ago announced its intention to develop a top level domain for its citizens, and has yet to designate an operator.)

Based on the apparent desire of an unexpectedly large number of entities to consider filing responses to the solicitation, and the apparent need for clarification on various issues raised in the solicitation, which might require some further publication by NIST, [Company] believes it is in the interest of the Department in receiving the highest quality responses to the Solicitation, and thus assuring the selection of the best quality operator for the .US top level domain, to consider an extension of time for responses to the Solicitation, perhaps for an additional 30 days, until 27 August 2001.

[Company] is happy to discuss this suggestion further should you or your colleagues desire.

Answer: No extension of time is warranted.