



330 Independence Ave.SW  
Cohen Building, Room 3349  
Washington, DC 20237

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*Office of the General Counsel  
Freedom of Information and Privacy Act Office*

September 12, 2013

Mr. Adam Marshall  
1718 Connecticut Avenue, NW  
Suite 200  
Washington, DC 20009

**RE: Request Pursuant to the Freedom of Information Act – FOIA #13-044**

Dear Mr. Marshall:

This letter is in response to your May 31, 2013 Freedom of Information Act (FOIA) request to the Broadcasting Board of Governors (BBG). In your request, you sought documents regarding the BBG's relationship with The Tor Project, Inc., the Tor Solution Corporation, and Tor Solutions Group.

The Agency has completed its search, third-party coordination, and review of the documents responsive to your requests for (1) all agreements and contracts concerning BBG funding or sponsorship of The Tor Project, Inc., the Tor Solution Corporation, and Tor Solutions Group, and (4) all agreements and contracts between the BBG and The Tor Project, Inc., the Tor Solution Corporation, and Tor Solutions Group regarding features or capabilities in the Tor software, and they are enclosed with this letter. No information has been redacted from the documents provided, and no responsive documents have been withheld. No documents responsive to your requests for (2) technical specifications of all BBG computers running Tor nodes or (3) all reports related to BBG's modification of the Tor software were located. There are no fees chargeable to you for this request.

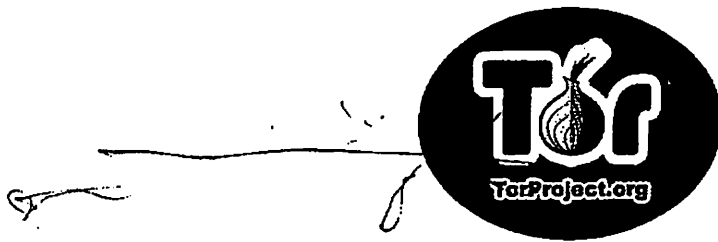
This completes the Agency's response to your request and it is now closed. However, you have the right to appeal this disposition. If you wish to do so, you must send your appeal within thirty (30) calendar days from the date of this letter to the Chairperson, Access Appeal Committee, BBG, Suite 3349, 330 Independence Avenue, SW, Washington, DC 20237.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Andrew T. Krog', is written over a blue ink stamp that contains a stylized star or 'A' shape.

Andrew T. Krog  
FOIA and Privacy Act Officer





Response to Request for Quotation  
for BBG50-R-11-0015

The Tor Project Inc.

February 23, 2012

## Task Area 5: Censorship circumvention technical expertise support and security

### C.2.1

The level of increased capacity and the timeframe that BBG requests would harm the Tor network's diversity, sustainability, and capacity. Instead we propose a variation on the request.

The three critical considerations when adding new capacity are 1) we must ensure diversity of relay locations and relay operators; 2) we must ensure decentralization of control over the Tor network, as well as avoiding the *appearance* of centralization; and 3) we must ensure that as we grow the network, we do not destabilize the current relay operator community.

First, relay diversity is critical for protecting anonymity of users: Tor's security relies on a low probability that the first and last relays in the user's circuit are in a position to collude (either because they're close on the network or because the operator compares traffic flows). We are leading several university teams in researching how to measure diversity and deciding what threshold of diversity is sufficient. Any significant capacity deployment must include careful and ongoing tracking of relay diversity and its effects on security.

Second, the fact that Tor's network is run by volunteers is a crucial step in helping users around the world trust it — and this diversity of users in turn increases their anonymity. (If an anonymity network is used only by Iranian activists, an attacker who learns that a user is using the network can guess why they are using it.) Letting a single organization control, or appear to control, a substantial fraction of the relays can undermine this user trust. So as we grow the capacity in the network, we must at the same time make sure to keep users informed about the process, and help them understand the distinction between sponsoring the bandwidth and operating the relays.

Third, rapid network growth will produce subtle second-order effects. For example, new high-capacity relays will draw traffic away from the current relays, and the best algorithm for maximizing performance may be to shift load so much that 10mbit and 100mbit relays see little use. The operators of these relays may give up and disappear, reducing both the capacity and especially the diversity of the network. These volunteer relay operators will not return when this funding period ends. So flooding the network with too much excess capacity can actually be harmful to the network and the community both in the short term and the long term: we must grow the available capacity in concert with increased network load.

**Recommendation:** The Tor network has grown organically over the last eight years, and the Tor Project has kept a close eye on the relays to make sure that no group of relays becomes too large a part of the network. When such an imbalance occurs, especially without proper transparency and community acceptance, the Tor directory authority operators cut these extra relays out of the network. We believe deployment at the suggested scale and timeframe will produce such an imbalance.

Instead, we propose a more graduated deployment that provides new capacity to the network using a community-aware process. We will provide seed payments to a variety of organizations, ideally by subsidizing only a subset of their hosting costs so the operators continue to look for additional support (to encourage more sustainable ongoing operation and also to decentralize sponsorship).

In the first phase (first six months), we would a) sponsor five 1gbit exit relay sites (expecting sustained traffic rates of 500mbit) run by established organizations who are already known to the Tor community; b) analyze the effects of this centralized and sponsored growth on diversity,

sustainability, and capacity, and come up with a plan for a safe scaling rate; and c) hire a relay coordinator to develop a community process for transparently deciding how to allocate these seed payments to best improve the network, and to make sure that the volunteer relay community understands the benefits and tradeoffs of a large sponsor funding bandwidth. During this time we will also aim to obtain matching funds from a sponsor outside the United States, to help balance the centralization concerns.

Note that due to current scaling limitations in the Tor implementation, a 1gbit exit relay site would consist of 4 to 8 individual Tor relays.

Cost: \$150,000.

The second phase (second six months) would follow based on the recommendations from the plan for safe scaling. We tentatively estimate that we would set up ten more 1gbit exit relay sites in North America, Europe, and Asia, as well as begin the seed funds for 30 100mbit exit relays that will provide further diversity. We will also maintain extensive metrics to let everybody understand the effect of this sponsored growth and let everybody easily understand the current diversity and entropy levels in the network.

Cost: up to \$237,000.

### C.2.2

The Tor Project will use this funding to seed more small businesses to provide bridge capacity to meet these requirements. We have a set of small businesses in mind to meet the 30-day requirement.

Since the scarce resource for bridges is IP addresses, and the goal for bridge diversity is to be able to shift to new IP addresses quickly in response to blocking events, we will also hire a bridge coordinator with the goal of greatly exceeding the requested number of bridges. This coordinator would: a) advocate for more community-run bridges, b) develop a community process for transparently deciding how to allocate these seed payments for improved diversity and sustainability, and c) coordinate the tracking of uptime and stability for the bridges.

Cost: \$147,000.

### C.2.3

Costs accommodated by C.2.1 and C.2.2.

### C.2.4

Costs accommodated by C.2.1 and C.2.2.

### C.2.5

The Tor Project needs to hire two people and acquire some hardware to be able to meet the objectives of C.2.5. The current Tor Browser Bundles are produced using a mostly manual process. In order to meet this objective, automating the process of compiling and integrating the components of a completed, customized Tor Browser Bundle is required. The cost covers the two people required and a hardware purchase to provide an automated environment to build and maintain the 24 customized Tor Browser Bundles.

Cost: \$215,000.

### C.2.6

Costs accommodated by C.2.5.

### C.2.7

The Tor Project intends to work with experts in the field of forensics to complete C.2.7. We will conduct an analysis of Tor Browser Bundle system changes on Microsoft Windows 7, Apple OS X, and two different distributions of Linux (debian/ubuntu and fedora).

Cost: \$75,000.

### C.2.8

The Tor Project will improve and maintain the existing bridge-by-default bundle available on <https://www.torproject.org/download/download>.

Cost: \$25,000.

### C.2.9

The Tor Project will work with researchers from Stanford University to develop a plan for Tor bridge deployment strategies.

Cost: \$50,000.

### C.2.10

The Tor Project will investigate and expand our research and designs for Consensus Diffs in Proposal 140. Tor clients and servers need a list of which relays are on the network. This list, the consensus, is created by authorities hourly and clients fetch a new copy of it every two to four hours. We will research, design, and implement approaches that allow clients to download diffs of the consensus at more frequent intervals. This improvement will save bandwidth on both the client and relay side, but more importantly it will allow clients to more quickly discover changes in relay addresses.

Cost: \$125,000.

### C.2.11

The Tor Project will research, design, and implement a solution which allows Tor clients with certain properties to promote themselves to relays with permission of the user. Clients could start out automatically detecting their reachability and opting to be bridge relays. Then if they realize they have enough consistency and bandwidth, they should automatically upgrade to being non-exit relays. There needs to be a determination of what metrics we should use for deciding when clients are fast enough and stable enough to switch. Given that the list of bridge relays needs to be kept secret, it doesn't make much sense to switch back.

Cost: \$250,000.

### C.2.12

The Tor Project will design and implement improvements to allow Torbutton and/or the Tor Browser Bundle to allow users to stream native HTML5 video media which doesn't require special

plugins or Adobe Flash technology. We have developed prototype support for the HTML5 video streaming used by Youtube, Vimeo, and other popular video websites.  
Cost: \$100,000.

### C.2.13

The Tor Project will design a sandbox to allow Tor Browser Bundle users to safely use Adobe Flash plugins, or compatible technology, with a majority of web sites on the Internet. We will work with experts in the field of sandbox technology to develop a solution for Microsoft Windows, Apple OS X, and Linux operating systems. This implementation, if approved by BBG, will be integrated into the alpha-release branch of the Tor Browser Bundle packages.  
Cost: \$250,000

### C.2.14

The Tor Project will continue work with the Electronic Frontier Foundation to co-develop and improve the HTTPS Everywhere extension for Mozilla Firefox and Google Chrome web browsers.  
Cost: \$50,000.

### C.2.15

The Tor Project will design a hardware-based network-attached device that will be configured to run as a Tor Bridge Relay by default. A web interface will be provided to allow for further customization of the device, including conversion from a Bridge Relay into a non-exit or Exit relay. We are going to partner with Bunnie Studios, <http://www.bunniestudios.com/>, to develop a base hardware platform to satisfy the requirements of a Tor bridge relay. The hardware will become the torouter. We are also going to work with a free software operating system to design a secure and easy-to-use interface for users to be able to configure and update their torouter from anywhere in the world.  
Cost: \$500,000.

### C.3.1

Cost: \$50,000.

### C.3.2

Costs accommodated by C.2.5.

### C.3.3

Costs accommodated by C.2.7.

### C.3.4

Costs accommodated by C.2.9.

**C.3.5**

Costs accommodated by C.2.10.

**C.3.6**

Costs accommodated by C.2.11.

**C.3.7**

Costs accommodated by C.2.12.

**C.3.8**

Costs accommodated by C.2.13.

**C.3.9**

Costs accommodated by C.2.14.

**C.3.10**

Costs accommodated by C.2.15.

**Cost Summary**

Subtotal cost for non-option tasks	\$899,000
Tor Project overhead costs (26%)	\$233,740
Total cost for non-option tasks	\$1,132,740
Subtotal cost for option tasks	\$1,325,000
Tor Project overhead costs (26%)	\$344,500
Total cost for option tasks	\$1,669,500
Proposal Grand Total	\$2,802,240

Handwritten calculation: 
$$\begin{array}{r} 480 \\ 300 \\ \hline 780,000 \end{array}$$
 with an arrow pointing to the 'Total cost for non-option tasks' row in the table above.

**Option Costs**

Cost of 12-month contract per terms above: \$2,802,240.

OPTION: Cost of optional improvements to allow Tor relays to operate on dynamic IP addresses (per C.2.10): \$125,000.

OPTION: Cost of optional improvements to allow tor clients to be automatically promoted to become Tor relays (per C.2.11): \$250,000.

OPTION: Cost of optional improvements to torbutton to improve security and media streaming (per C.2.12): \$100,000.

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OPTION: Cost of optional improvements to safe use of Flash within Tor (per C.2.13): \$250,000.

OPTION: Cost of optional improvements to HTTPS Everywhere extension (per C.2.14): \$50,000.

OPTION: Cost of optional development of hardware-based network-attached device pre-configured to run as a tor bridge (per C.2.15): \$500,000.

Cost of additional 12-month contract extension (option year 1) per terms above: \$2,911,860.

Cost of additional 12-month contract extension (option year 2) per terms above: \$2,911,860.

Cost of additional 12-month contract extension (option year 3) per terms above: \$2,911,860.

Cost of additional 12-month contract extension (option year 4) per terms above: \$2,911,860.



<b>REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)</b>		THIS RFO <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		
1. REQUEST NO. BBG50-Q-12-0022	2. DATE ISSUED 02/22/2012	3. REQUISITION/PURCHASE REQUEST NO. IQ E013-12-IQ-00007	4. CERT. FOR NAT. DEF. UNDER BOSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY Broadcasting Board of Governors Office Of Contracts 330 C Street SW Room 4300 Washington, DC 20237			6. DELIVER BY (date)	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)	
8. TO:		9. DESTINATION		
a. NAME See Text		b. COMPANY		a. NAME OF CDNSIGNEE Malita Dyson
b. STREET ADDRESS		b. STREET ADDRESS BBG Office of Engineering and Technical Services 330 Independence Ave SW Room 4300		
c. STREET ADDRESS		c. CITY Washington		
d. CITY	e. STATE	f. ZIP CODE	d. STATE DC	e. ZIP CODE 20237
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 03/02/2012		IMPORTANT: This is a request for information, and quotations furnished are not officers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.		

11. SCHEDULE (Include applicable Federal, State and local taxes)

1	1.000000	YR
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Delivery Date:  
 Description: This is a requisition for DARPA related app review Task #5 under the IDIQ. See Attached for SOW POP: Day after award.  
 Extended Description:

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
	0.00	0.00	0.00	NUMBER	PERCENTAGE
NOTE: Additional provisions and representations [ ] are [ X ] are not attached.					
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER		
b. STREET ADDRESS			a. NAME (Type or print)		b. TELEPHONE
c. COUNTY					AREA CODE
d. CITY			a. STATE	f. ZIP CODE	NUMBER
			c. TITLE (Type or print)		

Summary Info Continuation Page  
Continuation Sheet

**IDC Constraints Line Item**

Line Number	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
1	0.000000		0.000000	

*Descriptions & Specifications  
IDC Constraints Document*

*Packaging and Marking*

*Inspection and Acceptance*

*Deliveries or Performance*

*Contract Administration Data  
Accounting Data*

*Special Contract Requirements*

*Contract Clauses*

*Exhibits and Attachments TOC*

Identifier	Title	Date	Number of Pages
1	DARPA under IDIQ bbg50-d-11-0058 Task 5	02/13/2012	

*Reps and Certs of Offerors*

*Instructions/Notices Bidders*

*Evaluation Factors for Award*



Response to Request for Quotation  
for BBG50-R-11-0015

The Tor Project Inc.

June 15, 2012

## **Task Area 5: Censorship circumvention technical expertise support and security**

### **C.2.1**

The Tor Project will use this funding to seed more small businesses to provide relay capacity to meet these requirements. We have a set of small businesses in mind to meet the 30-day requirement.

The cost basis for our stated cost is based upon one hundred twenty-five 100 mbit unmetered servers at \$150/server/mo.

We propose 125 exit relays located in North America, Europe, Asia, Africa, and South America.  
Cost: \$225,000.

### **C.2.2**

The Tor Project will use this funding to seed more small businesses to provide bridge capacity to meet these requirements. We have a set of small businesses in mind to meet the 30-day requirement.

Since the scarce resource for bridges is IP addresses, and the goal for bridge diversity is to be able to shift to new IP addresses quickly in response to blocking events. The cost basis for our stated cost is based upon seventy-five 100 mbit unmetered servers at \$150/server/mo.

Cost: \$135,000.

### **C.2.3**

Costs accommodated by C.2.1 and C.2.2.

### **C.2.4**

Costs accommodated by C.2.1 and C.2.2.

### **C.2.5**

In order to be able to meet the objectives of C.2.5, the current process for creating the Tor Browser Bundles are produced using a mostly manual process. In order to meet this objective, automating the process of compiling and integrating the components of a completed, customized Tor Browser Bundle is required. The cost covers the two people required and a hardware purchase to provide an automated environment to build and maintain the 12 customized Tor Browser Bundles.

Cost: \$215,000.

### **C.2.6**

Costs accommodated by C.2.5.

### **C.2.7**

The Tor Project intends to work with experts in the field of forensics to complete C.2.7. We will conduct an analysis of Tor Browser Bundle system changes on Microsoft Windows 7, Apple OS X, and two different distributions of Linux (debian/ubuntu and fedora).

Cost: \$75,600.

### C.2.8

The Tor Project will improve and maintain the existing bridge-by-default bundle available on <https://www.torproject.org/download/download>.

Cost: \$25,000.

### C.2.9

The Tor Project will work with researchers from Stanford University to develop a plan for Tor bridge deployment strategies.

Cost: \$50,000.

### C.2.10

The Tor Project will investigate and expand our research and designs for Consensus Diffs in Proposal 140. Tor clients and servers need a list of which relays are on the network. This list, the consensus, is created by authorities hourly and clients fetch a new copy of it every two to four hours. We will research, design, and implement approaches that allow clients to download diffs of the consensus at more frequent intervals. This improvement will save bandwidth on both the client and relay side, but more importantly it will allow clients to more quickly discover changes in relay addresses.

Cost: \$126,000.

### C.2.11

The Tor Project will research, design, and implement a solution which allows Tor clients with certain properties to promote themselves to relays with permission of the user. Clients could start out automatically detecting their reachability and opting to be bridge relays. Then if they realize they have enough consistency and bandwidth, they should automatically upgrade to being non-exit relays. There needs to be a determination of what metrics we should use for deciding when clients are fast enough and stable enough to switch. Given that the list of bridge relays needs to be kept secret, it doesn't make much sense to switch back.

Cost: \$94,500.

### C.2.12

The Tor Project will design and implement improvements to allow Torbutton and/or the Tor Browser Bundle to allow users to stream native HTML5 video media which doesn't require special plugins or Adobe Flash technology. We have developed prototype support for the HTML5 video streaming used by Youtube, Vimeo, and other popular video websites.

Cost: \$100,800.

### C.2.13

The Tor Project will design a sandbox to allow Tor Browser Bundle users to safely use Adobe Flash plugins, or compatible technology, with a majority of web sites on the Internet. We will work with experts in the field of sandbox technology to develop a solution for Microsoft Windows, Apple OS X, and Linux operating systems. This implementation, if approved by BBG, will be integrated into the alpha-release branch of the Tor Browser Bundle packages.

Cost: \$189,000

#### C.2.14

The Tor Project will continue work with the Electronic Frontier Foundation to co-develop and improve the HTTPS Everywhere extension for Mozilla Firefox and Google Chrome web browsers.  
Cost: \$50,000.

#### C.2.15

The Tor Project will design a hardware-based network-attached device that will be configured to run as a Tor Bridge Relay by default. A web interface will be provided to allow for further customization of the device, including conversion from a Bridge Relay into a non-exit or Exit relay. We are going to partner with Bunnie Studios, <http://www.bunniestudios.com/>, to develop a base hardware platform to satisfy the requirements of a Tor bridge relay. The hardware will become the torouter. We are also going to work with a free software operating system to design a secure and easy-to-use interface for users to be able to configure and update their torouter from anywhere in the world.

Cost: \$500,000.

#### C.3.1

Cost: \$50,000.

#### C.3.2

Costs accommodated by C.2.5.

#### C.3.3

Costs accommodated by C.2.7.

#### C.3.4

Costs accommodated by C.2.9.

#### C.3.5

Costs accommodated by C.2.10.

#### C.3.6

Costs accommodated by C.2.11.

#### C.3.7

Costs accommodated by C.2.12.

### C.3.8

Costs accommodated by C.2.13.

### C.3.9

Costs accommodated by C.2.14.

### C.3.10

Costs accommodated by C.2.15.

## Cost Summary

Cost for non-option tasks	\$775,600
Cost for option tasks	\$1,060,300
Proposal Grand Total	\$1,835,900

## Option Costs

Cost of 12-month contract per terms above: \$775,600

OPTION: Cost of optional improvements to allow Tor relays to operate on dynamic IP addresses (per C.2.10): \$126,000.

OPTION: Cost of optional improvements to allow tor clients to be automatically promoted to become Tor relays (per C.2.11): \$94,500.

OPTION: Cost of optional improvements to torbutton to improve security and media streaming (per C.2.12): \$100,800.

OPTION: Cost of optional improvements to safe use of Flash within Tor (per C.2.13): \$189,000.

OPTION: Cost of optional improvements to HTTPS Everywhere extension (per C.2.14): \$50,000.

OPTION: Cost of optional development of hardware-based network-attached device pre-configured to run as a tor bridge (per C.2.15): \$500,000.

Cost of additional 12-month contract extension (option year 1) per terms above: \$853,160.

Cost of additional 12-month contract extension (option year 2) per terms above: \$938,476.

Cost of additional 12-month contract extension (option year 3) per terms above: \$1,032,324.

Cost of additional 12-month contract extension (option year 4) per terms above: \$1,135,556.



<b>REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)</b>		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		
1. REQUEST NO. BBG50-Q-12-0049	2. DATE ISSUED 08/12/2012	3. REQUISITION/PURCHASE REQUEST NO. IQ E013-12-IQ-00005	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY Broadcasting Board of Governors Office Of Contracts 330 C Street SW Room 4300 Washington, DC 20237			6. DELIVER BY (date)	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)	
NAME See Text		TELEPHONE NUMBER AREA CODE NUMBER Ext.:		9. DESTINATION
8. TO:			a. NAME OF CONSIGNEE Malita Dyson	
a. NAME	b. COMPANY		b. STREET ADDRESS BBG Office of Engineering and Technical Services 330 Independence Ave SW Room 4300	
c. STREET ADDRESS			c. CITY Washington	
d. CITY	e. STATE	f. ZIP CODE	d. STATE DC	e. ZIP CODE 20237
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 06/15/2012		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quote. Any representations and/or certifications attached to this Request for Quotation must be completed by the quote.		

11. SCHEDULE (Include applicable Federal, State and local taxes)

1	1.000000	YR
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Delivery Date:  
 Period of Performance: 06/25/2012 to 06/24/2013  
 Description: This is a requisition for Task #5 under the IDIQ.  
 See Attached for SOW POP: Day after award.  
 Extended Description:

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
	0.00	0.00	0.00	NUMBER	PERCENTAGE
				0	0.00

NOTE: Additional provisions and representations [ ] are [ X ] are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE	
b. STREET ADDRESS						
c. COUNTY			a. NAME (Type or print)		AREA CODE	
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER	

Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
CS	Continuation Sheet.....	

Summary Info Continuation Page  
Continuation Sheet

**IDC Constraints Line Item**

Line Number	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
1	0.000000		0.000000	

*Descriptions & Specifications*  
*IDC Constraints Document*

*Packaging and Marking*

*Inspection and Acceptance*

*Deliveries or Performance*

**PERIOD OF PERFORMANCE**

ITEM	START	END
1	06/25/2012	06/24/2013

*Contract Administration Data*  
*Accounting Data*

*Special Contract Requirements*

*Contract Clauses*

*Exhibits and Attachments TOC*

Identifier	Title	Date	Number of Pages
1	TOR expansion Task#5 - IDIQ- BBG50-D-11-0058	01/23/2012	
2	Amended to increase funding from 480,000 to \$590.00 an additional \$110,000 was added for the TOR expansion TASK #5 .	05/17/2012	

*Reps and Certs of Offerors*

*Instructions/Notices Bidders*

*Evaluation Factors for Award*

**SECTION C****DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK****C.1 BACKGROUND**

The Broadcasting Board of Governors (BBG) oversees the mission and operation of several overseas broadcasting entities of the United States Government (USG). The International Broadcasting Bureau (IBB) oversees the daily operations of several USG broadcasters, including the Voice of America (VOA), and is responsible for all contractual and fiscal matters pertaining to broadcast operations. The IBB's Internet anti-censorship program seeks to ensure Internet users in target countries are able to access USG broadcasters' web sites to access their news and other programming, using a variety of tools to counter foreign government-sponsored Internet censorship controls.

This Statement of Work defines those duties the Contractor shall perform to enable the IBB to meet its goals of using Tor as a tool to further its Internet anti-censorship efforts. Tor is open source software, Tor and related software source code and binaries are available as free downloads from <https://www.torproject.org/projects/projects.html.en> and the source code can be freely modified to meet the requirements of this SOW (per the license terms contained on the project pages on the Tor Project web site).

**C.2 TECHNICAL REQUIREMENTS**

C.2.1 The Contractor shall provide and operate, either directly or by subcontracting, 125 Tor relay servers, using leased cloud virtual servers or dedicated hosting services, with a total aggregate bandwidth (burst capacity) of no less than 12.5 Gigabits-per-second (Gbps) and monthly data transfer capacity equal to or greater than 95<sup>th</sup> percentile traffic at 100 Megabits-per-second (Mbps). The Contractor shall ensure at least 30% of these Tor relays are operational within 60 days of award of this contract, at least 60% operational within 90 days of award, and the remainder operational within 120 days of award.

C.2.2 The Contractor shall provide and operate, either directly or by subcontracting, 75 Tor bridge servers, using leased cloud virtual servers or dedicated hosting services, with a total aggregate bandwidth (burst capacity) of no less than 7.5 Gigabits-per-second (Gbps) and monthly data transfer capacity equal to or greater than 95<sup>th</sup> percentile traffic at 100 Megabits-per-second (Mbps). The Contractor shall ensure at least 30% of these Tor bridges are operational within 60 days of award of this contract, at least 60% operational within 90 days of award, and the remainder operational within 120 days of award.

C.2.3 In order to provide additional capacity, improved performance, and enhanced security for BBG users of the Tor software in countries with government-imposed Internet censorship, the Contractor shall ensure that all Tor relay servers and Tor bridge servers operated under the terms of this contract (as per C.2.1 and C.2.2) shall be located in geographically diverse locations with diverse Internet Protocol (IP) addresses which are not in contiguous ranges in order to not be easily blocked by foreign government

censors. To ensure diversity of IP addresses, no more than 2 servers may reside in the same /24 IP subnet, and to ensure geographical diversity, no more than 25 Tor relay servers or 7 Tor bridge servers may reside in the same data center, and at a minimum the Contractor must host servers across at least 1 data center facility in North America, 1 data center facility in Europe, and 1 data center facility in Asia.

- C.2.4 The Contractor shall configure the Tor relays operated (per C.2.1) with an exit policy that at a minimum allows traffic destined for TCP ports 80, 443, 554, and 1755, and UDP ports 554 and 1755 to enable access to the world wide web and multimedia streaming. The Contractor may adopt a more permissive exit policy with the approval of the Contracting Officer's Technical Representative (COTR).
- C.2.5 At the request of the COTR, the Contractor shall provide up to 12 customized versions of the Tor Browser Bundle software, which allow, at a minimum, for the default start page of the bundled web browser to be set to a URL as designated by the COTR for BBG services, as well as any further customizations as developed by the Contractor to promote the sponsorship and branding for BBG broadcasters, as approved by the COTR.
- C.2.6 The Contractor shall track updates to the software components of the Tor Browser Bundle, and at no additional charge, produce and deliver updates to the customized versions (per C.2.5).
- C.2.7 The Contractor shall test the Tor Browser Bundle on multiple computer systems, including all supported operating systems, and analyze these systems afterwards for any changes to the system that may have been made by use of the Tor Browser Bundle. The Contractor shall document any such traces found and design and deliver a plan with suggestions to reduce the footprint of Tor Browser Bundle use, as well as warnings and suggestions for Tor Browser Bundle end users to properly set security and privacy expectations for users.
- C.2.8 The Contractor shall produce, release, and make available regular Tor package builds which are preconfigured to be a bridge relay.
- C.2.9 The Contractor shall deliver a plan for additional Tor bridge deployment strategies, such as short-term browser-based bridges which allow volunteers to become Tor bridges without downloading any additional software.
- C.2.10 OPTION: The Contractor shall evaluate the current Tor design and limitations on Tor relays which operate on dynamic IP addresses, and propose and with COTR approval implement technical improvements to reduce or remove these limitations.
- C.2.11 OPTION: The Contractor shall design and implement technical improvements to Tor to allow Tor clients which meet acceptable criteria to be automatically promoted to become Tor relays upon explicit permission of the user running the Tor client.

- C.2.12 **OPTION:** The Contractor shall design improvements to Torbutton to provide additional application layer security for Tor Browser Bundle users and improved support for streaming media in the Tor Browser Bundle.
- C.2.13 **OPTION:** The Contractor shall design, and with COTR approval shall implement, a security sandbox for the Tor Browser Bundle, which integrates Adobe Flash into the sandboxed environment so that Tor Browser Bundle users can safely use Flash with Tor.
- C.2.14 **OPTION:** The Contractor shall improve integration and usability of the HTTPS Everywhere extension for Firefox in the Tor Browser Bundle.
- C.2.15 **OPTION:** The Contractor shall design a hardware-based network-attached device that will automatically run a Tor bridge with minimal configuration via a web-based user interface.

**C.3 DELIVERABLES**

- C.3.1 The Contractor shall provide a Monthly Status Report no later than ten (10) business days after the end of each month to the COTR detailing work performed during the month. This report shall describe the work performed for specific requirements of this contract, including a detailed list of Tor relay servers and bridge servers operated (per C.2.1 and C.2.2), releases and promotion of Tor package builds preconfigured to be a bridge relay (per C.2.8), and status of any ongoing work for future deliverables including any exercised options.
- C.3.2 The Contractor shall deliver to the COTR the customized versions of the Tor Browser Bundle software (per C.2.5). Each of the customized versions shall be prepared individually over the course of the contract period as directed by the COTR on an as-needed basis, the COTR may request multiple versions be prepared simultaneously, and all requests shall be fulfilled within ten (10) business days of each request. The Contractor shall deliver to the COTR updates to all customized versions within ten (10) business days of changes to the underlying version of the Tor Browser Bundle (per C.2.6).
- C.3.3 The Contractor shall provide a detailed written report to the COTR of its analysis of traces left by the Tor Browser Bundle on various computer systems and its plan with suggestions to reduce the footprint of Tor Browser Bundle use (per C.2.7) no later than thirty (30) calendar days before the end of the initial period of performance for this contract.
- C.3.4 The Contractor shall provide a detailed written report to the COTR of its plan for additional Tor bridge deployment strategies (per C.2.9) no later than thirty (30) calendar days before the end of the initial period of performance for this contract.
- C.3.5 If option C.2.10 is exercised, the Contractor shall provide a detailed written report to the COTR with its proposed design to reduce or remove the limitations on Tor relays

operating on dynamic IP addresses (per C.2.10) no later than thirty (30) days before the end of the period of performance for this contract in which the option is exercised.

- C.3.6 If option C.2.11 is exercised, the Contractor shall provide a detailed written report to the COTR with its design to allow Tor clients to automatically be promoted to Tor relays (per C.2.11). With COTR approval, the Contractor shall deliver source code implementing these modifications to the Tor software no later than thirty (30) days before the end of the period of performance for this contract in which the option is exercised. Additionally, the Contractor shall submit its source code for those improvements to the Tor source code repository maintained by the Tor Project for consideration for inclusion in the mainline Tor software, per the current procedures as designated by the Tor Project, however this portion of the deliverable shall be considered fulfilled upon submission regardless of the acceptance of the Contractor's code by the Tor Project.
- C.3.7 If option C.2.12 is exercised, the Contractor shall provide a detailed written report to the COTR with its design to improve Torbutton to provide additional application layer security and improved streaming media support for Tor Browser Bundle users (per C.2.12) no later than thirty (30) days before the end of the period of performance for this contract in which the option is exercised.
- C.3.8 If option C.2.13 is exercised, the Contractor shall provide a detailed written report to the COTR with its design for a security sandbox for the Tor Browser Bundle which integrates Adobe Flash (per C.2.13), as well as source code implementing those modifications to the Tor software no later than thirty (30) days before the end of the period of performance for this contract in which the option is exercised. Additionally, the Contractor shall submit its source code for those modifications to the Tor source code repository maintained by the Tor Project for consideration for inclusion in the mainline Tor software, per the current procedures as designated by the Tor Project, however this portion of the deliverable shall be considered fulfilled upon submission regardless of the acceptance of the Contractor's code by the Tor Project.
- C.3.9 If option C.2.14 is exercised, the Contractor shall provide a detailed written report to the COTR with its design to improve integration and usability of the HTTPS Everywhere extension for Firefox in the Tor Browser Bundle (per C.2.14) no later than thirty (30) days before the end of the period of performance for this contract in which the option is exercised.
- C.3.10 If option C.2.15 is exercised, the Contractor shall provide a detailed written report to the COTR with its design for a hardware-based network-attached device to automatically run a Tor bridge (per C.2.15) no later than thirty (30) days before the end of the period of performance for this contract in which the option is exercised. This report must include full hardware and software specifications; suggested hardware vendors, model numbers, part numbers, and costs; detailed lists of operating system, and existing application software used, as well as any custom software which must be written to support the device.



**C.4 ADDITIONAL TERMS**

C.4.1 The Contractor shall be available for a telephone conference call with the COTR, other BBG staff and representatives at a mutually agreeable time on a periodic basis averaging no more than 2 calls per month of one hour's duration. This requirement is in addition to any other required communication by telephone or email with the COTR for execution of this contract.

C.4.2 All software and accompanying documentation developed under the terms of this contract must be distributed under an open source software license, such as the "BSD License" (<http://www.opensource.org/licenses/bsd-license.php>) or other commonly accepted open source software license as mutually agreed upon by the Contractor and the COTR. Any modifications to software already available under an open source software license must be licensed under the existing license terms.

**COSTS**

Cost of 12-month contract per terms above \$ \_\_\_\_\_

OPTION: Cost of optional improvements to allow Tor relays to operate on dynamic IP addresses (per C.2.10) \$ \_\_\_\_\_

OPTION: Cost of optional improvements to allow Tor clients to be automatically promoted to become Tor relays (per C.2.11) \$ \_\_\_\_\_

OPTION: Cost of optional improvements to Torbutton to improve security and media streaming (per C.2.12) \$ \_\_\_\_\_

OPTION: Cost of optional improvements to safe use of Flash within Tor (per C.2.13) \$ \_\_\_\_\_

OPTION: Cost of optional improvements to HTTPS Everywhere extension (per C.2.14) \$ \_\_\_\_\_

OPTION: Cost of optional development of hardware-based network-attached device to pre-configured to run as a Tor bridge (per C.2.15) \$ \_\_\_\_\_

**COST for OPTIONAL EXTENSIONS**

Cost of additional 12-month contract extension (option year 1) per terms above \$ \_\_\_\_\_

Cost of additional 12-month contract extension (option year 2) per terms above \$ \_\_\_\_\_

BBDCONXXXXYZZZZ

Cost of additional 12-month contract extension (option year 3) per terms above \$ \_\_\_\_\_

Cost of additional 12-month contract extension (option year 4) per terms above \$ \_\_\_\_\_

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		
2. AMENDMENT/MODIFICATION NO. 001		3. EFFECTIVE DATE 09/17/2012	4. REQUISITION/PURCHASE REQ. NO. See Lines		5. PROJECT NO. (if applicable)
6. ISSUED BY Broadcasting Board of Governors Office Of Contracts 330 C Street SW Room 4300 Washington, DC 20237		CODE CON	7. ADMINISTERED BY (if other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)  TOR SOLUTIONS CORPORATION 669 MAIN STREET, SUITE 206 WALPOLE, MA 02081-2972			(X)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. BBG50-J-12-0508	
				10B. DATED (SEE ITEM 11) 06/18/2012	
CODE D*1091700		FACILITY CODE 001			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
See Line Item Detail

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
8BG50-J-12-0508 IS MODIFIED TO EXERCISE OPTIONS C.2.10; C.2.12; C.2.13 AND C.2.14

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

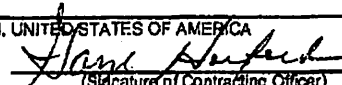
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gary Hosford	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By  (Signature of Contracting Officer)	16C. DATE SIGNED 09/17/2012

Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
CS	Continuation Sheet.....	1
	1000 STATEMENT OF WORK.....	6

Summary Info Continuation Page  
Continuation Sheet

1	Original : 12.000000 Change: 0.000000 Total : 12.000000	EA	Original: \$25,000.0000 Change: \$0.0000 Total: \$25,000.0000	Original:\$300,000.00 Change: \$0.00 Total: \$300,000.00
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Period of Performance: 06/18/2012 - 06/17/2013

Description: This is an IDIQ (Referencing BBG50-D-11-0061) for Task 5 for the Peer-to-Peer with TOR. (SEE STATEMENT OF WORK)

Extended Description:

Delivery Schedule:

Delivery Number	Delivery Date	Quantity
-----------------	---------------	----------

Purchase Request Reference Line:T013-12-IQ-00038 - 0

Contract/BPA Number:BBG50-D-11-0061 - 1

1.  
2012-0206-TSI-T013-4335-2544-250200  
Original Total: \$300,000.00  
Change Total: \$0.00  
Total: \$300,000.00

2	Original : 12.000000 Change: 0.000000 Total : 12.000000	YR	Original: \$39,633.3500 Change: \$0.0000 Total: \$39,633.3500	Original:\$475,600.20 Change: \$0.00 Total: \$475,600.20
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Period of Performance: 06/18/2012 - 06/17/2013

Description: This is a requisition for TOR expansion Task #5 under the IDIQ. BBG50-D-11-61 See Attached for SOW

Extended Description:

Delivery Schedule:

Delivery Number	Delivery Date	Quantity
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Purchase Request Reference Line:E013-12-IQ-00005 - 0

Contract/BPA Number:BBG50-D-11-0061 - 1

1.  
2011-2012-0206-ENG-E013-4335-2544-454000-2011  
Original Total: \$475,600.20  
Change Total: \$0.00  
Total: \$475,600.20



**Delivery Schedule:**

<b>Delivery Number</b>	<b>Delivery Date</b>	<b>Quantity</b>
------------------------	----------------------	-----------------

Purchase Request Reference Line:T013-12-IQ-00096 - 0

Contract/BPA Number:BBG50-D-11-0061 - 3

1.  
 2012-0206-TSI-T013-4335-2544-250200  
 Original Total: \$0.00  
 Change Total: \$189,000.00  
 Total: \$189,000.00

6	Original : Change: 1.000000 Total : 1.000000	EA	Original: \$0.0000 Change: \$50,000.0000 Total: \$50,000.0000	Original:\$0.00 Change: \$50,000.00 Total: \$50,000.00
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Period of Performance: 09/18/2012 - 09/17/2013  
 Description: C.2.14 - Improvements to HTTPS Everywhere extension.

Extended Description: Suggested Vendor: TOR Solutions Corporation 969 Main Street, suite 206 Walpole, MA 02081-2972

**Delivery Schedule:**

<b>Delivery Number</b>	<b>Delivery Date</b>	<b>Quantity</b>
------------------------	----------------------	-----------------

Purchase Request Reference Line:T013-12-IQ-00096 - 0

Contract/BPA Number:BBG50-D-11-0061 - 4

1.  
 2012-0206-TSI-T013-4335-2544-250200  
 Original Total: \$0.00  
 Change Total: \$50,000.00  
 Total: \$50,000.00

**Accounting Line Accounting and Appropriations Data:**

**Accounting and Funding Total:**

Previous Total: \$775,800.20  
 Modification Total: \$465,800.00  
 Grand Total: \$1,241,400.20

**IDC Constraints Line Item**

Line Number	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
1	0.000000	\$0.00	0.000000	\$0.00
2	0.000000	\$0.00	0.000000	\$0.00
3	0.000000	\$0.00	0.000000	\$0.00
4	0.000000	\$0.00	0.000000	\$0.00
5	0.000000	\$0.00	0.000000	\$0.00

Line Number	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
6	0.000000	\$0.00	0.000000	\$0.00

*Descriptions & Specifications  
IDC Constraints Document*

1000 STATEMENT OF WORK

## SECTION C

### DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

#### C.1 BACKGROUND

The Broadcasting Board of Governors (BBG) oversees the mission and operation of several overseas broadcasting entities of the United States Government (USG). The International Broadcasting Bureau (IBB) oversees the daily operations of several USG broadcasters, including the Voice of America (VOA), and is responsible for all contractual and fiscal matters pertaining to broadcast operations. The IBB's Internet anti-censorship program seeks to ensure Internet users in target countries are able to access USG broadcasters' web sites to access their news and other programming, using a variety of tools to counter foreign government-sponsored Internet censorship controls.

This Statement of Work defines those duties the Contractor shall perform to enable the IBB to meet its goals of using Tor as a tool to further its Internet anti-censorship efforts. Tor is open source software, Tor and related software source code and binaries are available as free downloads from <https://www.torproject.org/projects/projects.html.en> and the source code can be freely modified to meet the requirements of this SOW (per the license terms contained on the project pages on the Tor Project web site).

#### C.2 TECHNICAL REQUIREMENTS

C.2.1 The Contractor shall provide and operate, either directly or by subcontracting, 125 Tor relay servers, using leased cloud virtual servers or dedicated hosting services, with a total aggregate bandwidth (burst capacity) of no less than 12.5 Gigabits-per-second (Gbps) and monthly data transfer capacity equal to or greater than 95<sup>th</sup> percentile traffic at 100 Megabits-per-second (Mbps). The Contractor shall ensure at least 30% of these Tor relays are operational within 60 days of award of this contract, at least 60% operational within 90 days of award, and the remainder operational within 120 days of award.

C.2.2 The Contractor shall provide and operate, either directly or by subcontracting, 75 Tor bridge servers, using leased cloud virtual servers or dedicated hosting services, with a total aggregate bandwidth (burst capacity) of no less than 7.5 Gigabits-per-second (Gbps) and monthly data transfer capacity equal to or greater than 95<sup>th</sup> percentile traffic at 100 Megabits-per-second (Mbps). The Contractor shall ensure at least 30% of these Tor bridges are operational within 60 days of award of this contract, at least 60% operational within 90 days of award, and the remainder operational within 120 days of award.

C.2.3 In order to provide additional capacity, improved performance, and enhanced security for BBG users of the Tor software in countries with government-imposed Internet censorship, the Contractor shall ensure that



all Tor relay servers and Tor bridge servers operated under the terms of this contract (as per C.2.1 and C.2.2) shall be located in geographically diverse locations with diverse Internet Protocol (IP) addresses which are not in contiguous ranges in order to not be easily blocked by foreign government censors. To ensure diversity of IP addresses, no more than 2 servers may reside in the same /24 IP subnet, and to ensure geographical diversity, no more than 25 Tor relay servers or 7 Tor bridge servers may reside in the same data center, and at a minimum the Contractor must host servers across at least 1 data center facility in North America, 1 data center facility in Europe, and 1 data center facility in Asia.

C.2.4 The Contractor shall configure the Tor relays operated (per C.2.1) with an exit policy that at a minimum allows traffic destined for TCP ports 80, 443, 554, and 1755, and UDP ports 554 and 1755 to enable access to the world wide web and multimedia streaming. The Contractor may adopt a more permissive exit policy with the approval of the Contracting Officer's Technical Representative (COTR).

C.2.5 At the request of the COTR, the Contractor shall provide up to 12 customized versions of the Tor Browser Bundle software, which allow, at a minimum, for the default start page of the bundled web browser to be set to a URL as designated by the COTR for BBG services, as well as any further customizations as developed by the Contractor to promote the sponsorship and branding for BBG broadcasters, as approved by the COTR.

C.2.6 The Contractor shall track updates to the software components of the Tor Browser Bundle, and at no additional charge, produce and deliver updates to the customized versions (per C.2.5).

C.2.7 The Contractor shall test the Tor Browser Bundle on multiple computer systems, including all supported operating systems, and analyze these systems afterwards for any changes to the system that may have been made by use of the Tor Browser Bundle. The Contractor shall document any such traces found and design and deliver a plan with suggestions to reduce the footprint of Tor Browser Bundle use, as well as warnings and suggestions for Tor Browser Bundle end users to properly set security and privacy expectations for users.

C.2.8 The Contractor shall produce, release, and make available regular Tor package builds which are preconfigured to be a bridge relay.

C.2.9 The Contractor shall deliver a plan for additional Tor bridge deployment strategies, such as short-term browser-based bridges which allow volunteers to become Tor bridges without downloading any additional software.

C.2.10 OPTION: The Contractor shall evaluate the current Tor design and limitations on Tor relays which operate on dynamic IP addresses, and propose and with COTR approval implement technical improvements to reduce or remove these limitations.

C.2.11 OPTION: The Contractor shall design and implement technical improvements to Tor to allow Tor clients which meet acceptable criteria to be automatically promoted to become Tor relays upon explicit permission of the user running the Tor client.

C.2.12 OPTION: The Contractor shall design improvements to Torbutton to provide additional application layer security for Tor Browser Bundle users and improved support for streaming media in the Tor Browser Bundle.

for the Tor Browser Bundle, which integrates Adobe Flash into the sandboxed environment so that Tor Browser Bundle users can safely use Flash with Tor.

C.2.14 **OPTION:** The Contractor shall improve integration and usability of the HTTPS Everywhere extension for Firefox in the Tor Browser Bundle.

C.2.15 **OPTION:** The Contractor shall design a hardware-based network-attached device that will automatically run a Tor bridge with minimal configuration via a web-based user interface.

### C.3 **DELIVERABLES**

C.3.1 The Contractor shall provide a Monthly Status Report no later than ten (10) business days after the end of each month to the COTR detailing work performed during the month. This report shall describe the work performed for specific requirements of this contract, including a detailed list of Tor relay servers and bridge servers operated (per C.2.1 and C.2.2), releases and promotion of Tor package builds preconfigured to be a bridge relay (per C.2.8), and status of any ongoing work for future deliverables including any exercised options.

C.3.2 The Contractor shall deliver to the COTR the customized versions of the Tor Browser Bundle software (per C.2.5). Each of the customized versions shall be prepared individually over the course of the contract period as directed by the COTR on an as-needed basis, the COTR may request multiple versions be prepared simultaneously, and all requests shall be fulfilled within ten (10) business days of each request. The Contractor shall deliver to the COTR updates to all customized versions within ten (10) business days of changes to the underlying version of the Tor Browser Bundle (per C.2.6).

C.3.3 The Contractor shall provide a detailed written report to the COTR of its analysis of traces left by the Tor Browser Bundle on various computer systems and its plan with suggestions to reduce the footprint of Tor Browser Bundle use (per C.2.7) no later than thirty (30) calendar days before the end of the initial period of performance for this contract.

C.3.4 The Contractor shall provide a detailed written report to the COTR of its plan for additional Tor bridge deployment strategies (per C.2.9) no later than thirty (30) calendar days before the end of the initial period of performance for this contract.

C.3.5 If option C.2.10 is exercised, the Contractor shall provide a detailed written report to the COTR with its proposed design to reduce or remove the limitations on Tor relays operating on dynamic IP addresses (per C.2.10) no later than thirty (30) days before the end of the period of performance for this contract in which the option is exercised.

C.3.6 If option C.2.11 is exercised, the Contractor shall provide a detailed written report to the COTR with its design to allow Tor clients to automatically be promoted to Tor relays (per C.2.11). With COTR approval, the Contractor shall deliver source code implementing these modifications to the Tor software no later than thirty (30) days before the end of the period of performance for this contract in which the option is exercised. Additionally, the Contractor shall submit its source code for those improvements to the Tor source code repository maintained by the Tor Project for consideration for inclusion in the mainline Tor software, per the current procedures as designated by the Tor Project, however this portion of the deliverable shall be considered fulfilled upon submission regardless of the acceptance of the Contractor's code by the Tor Project.

s design to improve Torbutton to provide additional application layer security and improved streaming media support for Tor Browser Bundle users (per C.2.12) no later than thirty (30) days before the end of the period of performance for this contract in which the option is exercised.

C.3.8 If option C.2.13 is exercised, the Contractor shall provide a detailed written report to the COTR with its design for a security sandbox for the Tor Browser Bundle which integrates Adobe Flash (per C.2.13), as well as source code implementing those modifications to the Tor software no later than thirty (30) days before the end of the period of performance for this contract in which the option is exercised. Additionally, the Contractor shall submit its source code for those modifications to the Tor source code repository maintained by the Tor Project for consideration for inclusion in the mainline Tor software, per the current procedures as designated by the Tor Project, however this portion of the deliverable shall be considered fulfilled upon submission regardless of the acceptance of the Contractor's code by the Tor Project.

C.3.9 If option C.2.14 is exercised, the Contractor shall provide a detailed written report to the COTR with its design to improve integration and usability of the HTTPS Everywhere extension for Firefox in the Tor Browser Bundle (per C.2.14) no later than thirty (30) days before the end of the period of performance for this contract in which the option is exercised.

C.3.10 If option C.2.15 is exercised, the Contractor shall provide a detailed written report to the COTR with its design for a hardware-based network-attached device to automatically run a Tor bridge (per C.2.15) no later than thirty (30) days before the end of the period of performance for this contract in which the option is exercised. This report must include full hardware and software specifications; suggested hardware vendors, model numbers, part numbers, and costs; detailed lists of operating system, and existing application software used, as well as any custom software which must be written to support the device.

#### C.4 ADDITIONAL TERMS

C.4.1 The Contractor shall be available for a telephone conference call with the COTR, other BBG staff and representatives at a mutually agreeable time on a periodic basis averaging no more than 2 calls per month of one hour's duration. This requirement is in addition to any other required communication by telephone or email with the COTR for execution of this contract.

C.4.2 All software and accompanying documentation developed under the terms of this contract must be distributed under an open source software license, such as the "BSD License" (<http://www.opensource.org/licenses/bsd-license.php>) or other commonly accepted open source software license as mutually agreed upon by the Contractor and the COTR. Any modifications to software already available under an open source software license must be licensed under the existing license terms.

#### COSTS

Cost of 12-month contract per terms above	\$775,600
Cost for option tasks	\$1,060,300
Total	\$1,835,900

OPTION: Cost of optional improvements to allow Tor relays to operate on dynamic IP addresses (per C.2.10)  
\$ 126,00

OPTION: Cost of optional improvements to allow Tor clients to be automatically promoted to become Tor relays (per C.2.11)

\$94,500

OPTION: Cost of optional improvements to Torbutton to improve security and media streaming (per C.2.12)

\$100,800

OPTION: Cost of optional improvements to safe use of Flash within Tor (per C.2.13)

\$ 189,000

OPTION: Cost of optional improvements to HTTPS Everywhere extension (per C.2.14)

\$50,000

OPTION: Cost of optional development of hardware-based network-attached device to pre-configured to run as a Tor bridge (per C.2.15)

\$500,000

**COST for OPTIONAL EXTENSIONS**

Cost of additional 12-month contract extension (option year 1) per terms above \$853,160

Cost of additional 12-month contract extension (option year 2) per terms above \$938,476

Cost of additional 12-month contract extension (option year 3) per terms above \$1,032,324

Cost of additional 12-month contract extension (option year 4) per terms above \$1,135,556

*Packaging and Marking*

*Inspection and Acceptance*

*Deliveries or Performance*

PERIOD OF PERFORMANCE

ITEM	START	END
1	06/18/2012	06/17/2013

PERIOD OF PERFORMANCE

ITEM	START	END
2	06/18/2012	06/17/2013

**PERIOD OF PERFORMANCE**

ITEM	START	END
3	09/18/2012	09/17/2013

**PERIOD OF PERFORMANCE**

ITEM	START	END
4	09/18/2012	09/17/2013

**PERIOD OF PERFORMANCE**

ITEM	START	END
5	09/18/2012	09/17/2013

**PERIOD OF PERFORMANCE**

ITEM	START	END
6	09/18/2012	09/17/2013

*Contract Administration Data*  
*Accounting Data*

*Special Contract Requirements*

*Contract Clauses*

*Exhibits and Attachments TOC*

Identifier	Title	Date	Number of Pages
2	Attachment: Statement of Work - BBG50-D-11-0081	09/01/2011	7

<b>ORDER FOR SUPPLIES OR SERVICES</b>					
<b>IMPORTANT: Mark all packages and papers with contract and/or order numbers.</b>					
1. DATE OF ORDER 08/18/2012	2. CONTRACT NO. (If any) BBG50-D-11-0081	6. SHIP TO:			
3. ORDER NO. BBG50-J-12-0508	4. REQUISITION/REFERENCE NO. See Lines	a. NAME OF CONSIGNEE Malita Dyson			
5. ISSUING OFFICE (Address correspondence to) Broadcasting Board of Governors, Office Of Contracts, 330 C Street SW, Room 4300, Washington, DC 20237		b. STREET ADDRESS BBG Office of Engineering and Technical Services, 330 Independence Ave			
7. TO:		c. CITY Washington	d. STATE DC	e. ZIP CODE 20237	
a. NAME OF CONTRACTOR TOR SOLUTIONS CORPORATION		f. SHIP VIA			
b. COMPANY NAME TOR SOLUTIONS CORPORATION		8. TYPE OF ORDER			
c. STREET ADDRESS 969 MAIN STREET, SUITE 206		<input type="checkbox"/> a. PURCHASE		<input type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY WALPOLE	e. STATE MA	REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.			
f. ZIP CODE 02081-2972		10. REQUISITIONING OFFICE KELLY DEYOE, BBG Office of Engineering and Technical Services, 330 Independence Ave SW, Room 4301, Washington, DC 20237			
9. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail		11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input type="checkbox"/> a. SMALL		<input type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED	
<input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	
13. PLACE OF		14. GOVERNMENT B/L NO.		12. F.O.B. POINT	
a. INSPECTION	b. ACCEPTANCE	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %	

**17. SCHEDULE (See reverse for Rejections)**



See Lines

<b>SEE BILLING INSTRUCTIONS ON REVERSE</b>	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		\$775,600.20	17(h) TOT. (Cont. pages)	
	21. MAIL INVOICE TO:						
	a. NAME Malita Oyson					\$775,600.20	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) BBG Office of Engineering and Technical Services, 330 Independence Ave SW, Room 4300						
c. CITY Washington	d. STATE DC	e. ZIP CODE 20237					
22. UNITED STATES OF AMERICA BY (Signature) 					23. NAME (Typed) Diane Sturgis TITLE: CONTRACTING/ORDERING OFFICER		



Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
CS	Continuation Sheet.....	
	1000 STATEMENT OF WORK.....	5



Summary Info Continuation Page  
Continuation Sheet

1	Total : 12.000000	EA	Total: \$25,000.0000	Total: \$300,000.00
---	-------------------	----	----------------------	---------------------

Period of Performance: 06/18/2012 - 06/17/2013

Description: This is an IDIQ (Referencing BBG50-D-11-0061) for Task 5 for the Peer-to-Peer with TOR. (SEE STATEMENT OF WORK)

Extended Description:

Delivery Schedule:

Delivery Number	Delivery Date	Quantity
-----------------	---------------	----------

Purchase Request Reference Line:T013-12-IQ-00038 - 0

Contract/BPA Number:BBG50-D-11-0061 - 1

1.  
2012-0206-TSI-T013-4335-2544-250200  
Total: \$300,000.00

2	Total : 12.000000	YR	Total: \$39,633.3500	Total: \$475,600.20
---	-------------------	----	----------------------	---------------------

Period of Performance: 06/18/2012 - 06/17/2013

Description: This is a requisition for TOR expansion Task #5 under the IDIQ. BBG50-D-11-61 See Attached for SOW

Extended Description:

Delivery Schedule:

Delivery Number	Delivery Date	Quantity
-----------------	---------------	----------

Purchase Request Reference Line:E013-12-IQ-00005 - 0

Contract/BPA Number:BBG50-D-11-0061 - 1

1.  
2011-2012-0206-ENG-E013-4335-2544-454000-2011  
Total: \$475,600.20

---

Accounting Line Accounting and Appropriations Data:

Accounting and Funding Total:

Grand Total: \$775,600.20

IDC Constraints Line Item

Line Number	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
1	0.000000	\$0.00	0.000000	\$0.00
2	0.000000	\$0.00	0.000000	\$0.00

*Descriptions & Specifications  
IDC Constraints Document*

1000 STATEMENT OF WORK

## SECTION C

### DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

#### C.1 BACKGROUND

The Broadcasting Board of Governors (BBG) oversees the mission and operation of several overseas broadcasting entities of the United States Government (USG). The International Broadcasting Bureau (IBB) oversees the daily operations of several USG broadcasters, including the Voice of America (VOA), and is responsible for all contractual and fiscal matters pertaining to broadcast operations. The IBB's Internet anti-censorship program seeks to ensure Internet users in target countries are able to access USG broadcasters' web sites to access their news and other programming, using a variety of tools to counter foreign government-sponsored Internet censorship controls.

This Statement of Work defines those duties the Contractor shall perform to enable the IBB to meet its goals of using Tor as a tool to further its Internet anti-censorship efforts. Tor is open source software, Tor and related software source code and binaries are available as free downloads from <https://www.torproject.org/projects/projects.html.en> and the source code can be freely modified to meet the requirements of this SOW (per the license terms contained on the project pages on the Tor Project web site).

#### C.2 TECHNICAL REQUIREMENTS

C.2.1 The Contractor shall provide and operate, either directly or by subcontracting, 125 Tor relay servers, using leased cloud virtual servers or dedicated hosting services, with a total aggregate bandwidth (burst capacity) of no less than 12.5 Gigabits-per-second (Gbps) and monthly data transfer capacity equal to or greater than 95<sup>th</sup> percentile traffic at 100 Megabits-per-second (Mbps). The Contractor shall ensure at least 30% of these Tor relays are operational within 60 days of award of this contract, at least 60% operational within 90 days of award, and the remainder operational within 120 days of award.

C.2.2 The Contractor shall provide and operate, either directly or by subcontracting, 75 Tor bridge servers, using leased cloud virtual servers or dedicated hosting services, with a total aggregate bandwidth (burst capacity) of no less than 7.5 Gigabits-per-second (Gbps) and monthly data transfer capacity equal to or greater than 95<sup>th</sup> percentile traffic at 100 Megabits-per-second (Mbps). The Contractor shall ensure at least 30% of these Tor bridges are operational within 60 days of award of this contract, at least 60% operational within 90 days of award, and the remainder operational within 120 days of award.

C.2.3 In order to provide additional capacity, improved performance, and enhanced security for BBG users of the Tor software in countries with government-imposed Internet censorship, the Contractor shall ensure that all Tor relay servers and Tor bridge servers operated under the terms of this contract (as per C.2.1 and C.2.2) shall be located in geographically diverse locations with diverse Internet Protocol (IP) addresses which are not in contiguous ranges in order to not be easily blocked by foreign government censors. To ensure diversity of IP addresses, no more than 2 servers may reside in the same /24 IP subnet, and to ensure geographical diversity, no more than 25 Tor relay servers or 7 Tor bridge servers may reside in the same data center, and at a minimum the Contractor must host servers across at least 1 data center facility in North America, 1 data center facility in Europe, and 1 data center facility in Asia.

C.2.4 The Contractor shall configure the Tor relays operated (per C.2.1) with an exit policy that at a minimum allows traffic destined for TCP ports 80, 443, 554, and 1755, and UDP ports 554 and 1755 to enable access to the world wide web and multimedia streaming. The Contractor may adopt a more permissive exit policy with the approval of the Contracting Officer's Technical Representative (COTR).

C.2.5 At the request of the COTR, the Contractor shall provide up to 12 customized versions of the Tor Browser Bundle software, which allow, at a minimum, for the default start page of the bundled web browser to be set to a URL as designated by the COTR for BBG services, as well as any further customizations as developed by the Contractor to promote the sponsorship and branding for BBG broadcasters, as approved by the COTR.

C.2.6 The Contractor shall track updates to the software components of the Tor Browser Bundle, and at no additional charge, produce and deliver updates to the customized versions (per C.2.5).

C.2.7 The Contractor shall test the Tor Browser Bundle on multiple computer systems, including all supported operating systems, and analyze these systems afterwards for any changes to the system that may have been made by use of the Tor Browser Bundle. The Contractor shall document any such traces found and design and deliver a plan with suggestions to reduce the footprint of Tor Browser Bundle use, as well as warnings and suggestions for Tor Browser Bundle end users to properly set security and privacy expectations for users.

C.2.8 The Contractor shall produce, release, and make available regular Tor package builds which are preconfigured to be a bridge relay.

C.2.9 The Contractor shall deliver a plan for additional Tor bridge deployment strategies, such as short-term browser-based bridges which allow volunteers to become Tor bridges without downloading any additional software.

C.2.10 OPTION: The Contractor shall evaluate the current Tor design and limitations on Tor relays which operate on dynamic IP addresses, and propose and with COTR approval implement technical improvements to reduce or remove these limitations.

C.2.11 OPTION: The Contractor shall design and implement technical improvements to Tor to allow Tor clients which meet acceptable criteria to be automatically promoted to become Tor relays upon explicit permission of the user running the Tor client.

C.2.12 OPTION: The Contractor shall design improvements to Torbutton to provide additional application layer security for Tor Browser Bundle users and improved support for streaming media in the Tor Browser Bundle.

C.2.13 OPTION: The Contractor shall design, and with COTR approval shall implement, a security sandbox for the Tor Browser Bundle, which integrates Adobe Flash into the sandboxed environment so that Tor Browser Bundle users can safely use Flash with Tor.

C.2.14 OPTION: The Contractor shall improve integration and usability of the HTTPS Everywhere extension for Firefox in the Tor Browser Bundle.

C.2.15 OPTION: The Contractor shall design a hardware-based network-attached device that will automatically run a Tor bridge with minimal configuration via a web-based user interface.

### C.3 DELIVERABLES

C.3.1 The Contractor shall provide a Monthly Status Report no later than ten (10) business days after the end of each month to the COTR detailing work performed during the month. This report shall describe the work performed for specific requirements of this contract, including a detailed list of Tor relay servers and bridge servers operated (per C.2.1 and C.2.2), releases and promotion of Tor package builds preconfigured to be a bridge relay (per C.2.8), and status of any ongoing work for future deliverables including any exercised options.

C.3.2 The Contractor shall deliver to the COTR the customized versions of the Tor Browser Bundle software (per C.2.5). Each of the customized versions shall be prepared individually over the course of the contract period as directed by the COTR on an as-needed basis, the COTR may request multiple versions be prepared simultaneously, and all requests shall be fulfilled within ten (10) business days of each request. The Contractor shall deliver to the COTR updates to all customized versions within ten (10) business days of changes to the underlying version of the Tor Browser Bundle (per C.2.6).

C.3.3 The Contractor shall provide a detailed written report to the COTR of its analysis of traces left by the Tor Browser Bundle on various computer systems and its plan with suggestions to reduce the footprint of Tor Browser Bundle use (per C.2.7) no later than thirty (30) calendar days before the end of the initial period of performance for this contract.

C.3.4 The Contractor shall provide a detailed written report to the COTR of its plan for additional Tor bridge deployment strategies (per C.2.9) no later than thirty (30) calendar days before the end of the initial period of performance for this contract.

C.3.5 If option C.2.10 is exercised, the Contractor shall provide a detailed written report to the COTR with its proposed design to reduce or remove the limitations on Tor relays operating on dynamic IP addresses (per C.2.10) no later than thirty (30) days before the end of the period of performance for this contract in which the option is exercised.

C.3.6 If option C.2.11 is exercised, the Contractor shall provide a detailed written report to the COTR with its design to allow Tor clients to automatically be promoted to Tor relays (per C.2.11). With COTR approval, the Contractor shall deliver source code implementing these modifications to the Tor software no later than thirty (30) days before the end of the period of performance for this contract in which the option is exercised. Additionally, the Contractor shall submit its source code for those improvements to the Tor source code repository maintained by the Tor Project for consideration for inclusion in the mainline Tor software, per the current procedures as designated by the Tor Project, however this portion of the deliverable shall be considered fulfilled upon submission regardless of the acceptance of the Contractor's code by the Tor Project.

C.3.7 If option C.2.12 is exercised, the Contractor shall provide a detailed written report to the COTR with its design to improve Torbutton to provide additional application layer security and improved streaming media support for Tor Browser Bundle users (per C.2.12) no later than thirty (30) days before the end of the period of performance for this contract in which the option is exercised.

C.3.8 If option C.2.13 is exercised, the Contractor shall provide a detailed written report to the COTR with its design for a security sandbox for the Tor Browser Bundle which integrates Adobe Flash (per C.2.13), as well as source code implementing those modifications to the Tor software no later than thirty (30) days before the end of the period of performance for this contract in which the option is exercised. Additionally, the Contractor shall submit its source code for those modifications to the Tor source code repository maintained by the Tor Project for consideration for inclusion in the mainline Tor software, per the current procedures as designated by the Tor Project, however this portion of the deliverable shall be considered fulfilled upon submission regardless of the acceptance of the Contractor's code by the Tor Project.

C.3.9 If option C.2.14 is exercised, the Contractor shall provide a detailed written report to the COTR with its design to improve integration and usability of the HTTPS Everywhere extension for Firefox in the Tor Browser Bundle (per C.2.14) no later than thirty (30) days before the end of the period of performance for this contract in which the option is exercised.

C.3.10 If option C.2.15 is exercised, the Contractor shall provide a detailed written report to the COTR with its design for a hardware-based network-attached device to automatically run a Tor bridge (per C.2.15) no later than thirty (30) days before the end of the period of performance for this contract in which the option is exercised. This report must include full hardware and software specifications; suggested hardware vendors, model numbers, part numbers, and costs; detailed lists of operating system, and existing application software used, as well as any custom software which must be written to support the device.

#### C.4 ADDITIONAL TERMS

C.4.1 The Contractor shall be available for a telephone conference call with the COTR, other BBG staff and representatives at a mutually agreeable time on a periodic basis averaging no more than 2 calls per month of one hour's duration. This requirement is in addition to any other required communication by telephone or email with the COTR for execution of this contract.

C.4.2 All software and accompanying documentation developed under the terms of this contract must be distributed under an open source software license, such as the "BSD License" (<http://www.opensource.org/licenses/bsd-license.php>) or other commonly accepted open source software license as mutually agreed upon by the Contractor and the COTR. Any modifications to software already available under an open source software license must be licensed under the existing license terms.

#### COSTS

Cost of 12-month contract per terms above	\$775,600
Cost for option tasks	\$1,060,300
Total	\$1,835,900

OPTION: Cost of optional improvements to allow Tor relays to operate on dynamic IP addresses (per C.2.10)  
 \$ 126,00

OPTION: Cost of optional improvements to allow Tor clients to be automatically promoted to become Tor relays (per C.2.11)  
 \$94,500.

OPTION: Cost of optional improvements to Torbutton to improve security and media streaming (per C.2.12)  
 \$100,800

OPTION: Cost of optional improvements to safe use of Flash within Tor (per C.2.13)  
 \$ 189,000

OPTION: Cost of optional improvements to HTTPS Everywhere extension (per C.2.14)  
 \$50,000

OPTION: Cost of optional development of hardware-based network-attached device to pre-configured to run as a Tor bridge (per C.2.15)  
 \$500,000

**COST for OPTIONAL EXTENSIONS**

Cost of additional 12-month contract extension (option year 1) per terms above \$853,160

Cost of additional 12-month contract extension (option year 2) per terms above \$938,476

Cost of additional 12-month contract extension (option year 3) per terms above \$1,032,324

Cost of additional 12-month contract extension (option year 4) per terms above \$1,135,556

*Packaging and Marking*

*Inspection and Acceptance*

*Deliveries or Performance*

**PERIOD OF PERFORMANCE**

ITEM	START	END
1	06/18/2012	06/17/2013

---

**PERIOD OF PERFORMANCE**

ITEM            START            END  
2                06/18/2012      06/17/2013

---

*Contract Administration Data*  
*Accounting Data*

*Special Contract Requirements*

*Contract Clauses*

*Exhibits and Attachments TOC*

Identifier	Title	Date	Number of Pages
2	Attachment: Statement of Work - BBG50-D-11-0061	09/01/2011	7

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		
2. AMENDMENT/MODIFICATION NO. 001		3. EFFECTIVE DATE 09/06/2012	4. REQUISITION/PURCHASE REQ. NO. See Lines		5. PROJECT NO. (if applicable)
6. ISSUED BY  Broadcasting Board of Governors Office Of Contracts 330 C Street SW Room 4300 Washington, DC 20237		CODE CON	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)  TOR SOLUTIONS CORPORATION 869 MAIN STREET, SUITE 208 WALPOLE, MA 02081-2972			(X)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. BBG50-D-11-0061	
				10B. DATED (SEE ITEM 11) 09/01/2011	
CODE D11091700		FACILITY CODE 001			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
See Line Item Detail

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) IN ACCORDANCE WITH FAR CLAUSE 52.243-1 'CHANGES'

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
BBG50-D-11-0061 is modified to exercise Option Year 1 in accordance with FAR Clause 52.217-9 "Option to Extend Term of the Contract"



Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as herebefore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Diane Sturgis	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA By <u>Diane Sturgis</u> (Signature of Contracting Officer)	15C. DATE SIGNED 09/07/2012



<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>				1. REQUISITION NUMBER 10R111-11-10-0005	
2. CONTRACT NO BBG50-D-11-0061		3. AWARD EFFECTIVE DATE 09/01/2011		4. ORDER NUMBER	
7. FOR SOLICITATION INFORMATION CALL				5. SOLICITATION NUMBER	
8. NAME See Text				6. TELEPHONE NUMBER (No collect calls)	
9. ISSUED BY  Broadcasting Board of Governors Office Of Contracts 330 C Street SW Room: 4300 Washington, DC 20237				10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS  <input type="checkbox"/> (8(A) NAICS 511210 SIZE STANDARD:	
15. DELIVER TO Mallia Dylon BBG Office of Engineering and Technical Services 330 Independence Ave SW Room 4300				11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)  b. RATING	
17a. CONTRACTOR OFFEROR TOR SOLUTIONS CORPORATION 989 MAIN STREET, SUITE 205 WALPOLE, MA 02081-2872				16. ADMINISTERED BY Broadcasting Board of Governors Office Of Contracts 330 C Street SW Room 4300	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18a. PAYMENT WILL BE MADE BY Mallia Dylon BBG Office of Engineering and Technical Services 330 Independence Ave SW Room 4300 Washington, DC 20237	
17c. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	

See Lines

25. ACCOUNTING AND APPROPRIATION DATA 2010-2011-1-0208-ENG-R111-4335-2544-454000-2010		26. TOTAL AWARD AMOUNT (Rtr Gsm Use Ord) \$5,000.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCES FAR 52.212-1, 52.212-4, FAR 52.212-9 AND 52.212-5 ARE ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-5 IS ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.	
30a. SIGNATURE OF OFFEROR/CONTRACTOR 		31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER 	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Andrew Brumby, CEO		31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Rachel Johnson	
30c. DATE SIGNED 2/21/11		31c. DATE SIGNED 09/01/2011	

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

Generated by: AMS

STANDARD FORM 1449 (REV. 10/2010)  
Prescribed by GSA - FAR (48 FAR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL  FINAL

COMPLETE  PARTIAL  FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YYMM/DD)

42d. TOTAL CONTAINERS

## Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
CS	Continuation Sheet.....	
	52.202-1 Definitions (July 2004).....	5
	52.203-5 Covenant Against Contingent Fees (Apr 1984).....	5
	52.203-6 Restrictions On Subcontractor Sales To The Government (Sept 2006).....	6
	52.203-7 Anti-Kickback Procedures (Oct 2010).....	6
	52.212-4 Contract Terms and Conditions--Commercial Items (June 2010).....	7
	52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Jan 2011).....	11
	52.222-3 Convict Labor (June 2003).....	15
	52.222-21 Prohibition of Segregated Facilities (Feb 1999).....	15
	52.223-6 Drug Free Workplace (May 2001).....	16
	52.223-18 Contractor Policy to Ban Text Messaging While Driving (Sep 2010).....	17
	52.225-13 Restrictions on Certain Foreign Purchases (June 2008).....	17
	52.233-3 Protest after Award (Aug 1996).....	17
	52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004).....	18
	52.244-6 Subcontracts for Commercial Items (Dec 2010).....	18
	52.216-18 Ordering (Oct 1995) .....	19

Summary Info Continuation Page  
Continuation Sheet

Number	Quantity	Unit of Issue	Unit Price	Total Cost, Incidial and tax
1	Total : 1.000000	EA	Total: \$5,000.0000	Total: \$5,000.00

Period of Performance: 09/02/2011 - 09/01/2012

Description: IDIQ FOR INTERNET ANTI-CENSORSHIP PROGRAM SUPPLIES AND SERVICES, ENCOMPASSING CIRCUMVENTION CLIENT SOFTWARE, AND CENSORSHIP CIRCUMVENTION TECHNICAL EXPERTISE AND SUPPORT

Extended Description:

Delivery Schedule:

Delivery Number	Delivery Date	Quantity
-----------------	---------------	----------

Purchase Request Reference Line: R111-11-IQ-00005 - 0

1.  
2010-2011-0206-ENG-R111-4335-2544-454000-2010  
Total: \$5,000.00

Accounting Line Accounting and Appropriations Data:

Accounting and Funding Total:

Grand Total: \$5,000.00

IDC Constraints Line Item

Line Number	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
1	0.000000	\$0.00	0.000000	\$0.00

Descriptions & Specifications  
IDC Constraints Document

Packaging and Marking

Inspection and Acceptance

Deliveries or Performance  
PERIOD OF PERFORMANCE

ITEM	START	END
1	09/02/2011	09/01/2012

*Contract Administration Data*  
*Accounting Data*

*Special Contract Requirements*

*Contract Clauses*

52.202-1 Definitions (July 2004) 07/01/2004

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(End of clause)

52.203-5 Covenant Against Contingent Fees (Apr 1984) 04/01/1984

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 Restrictions On Subcontractor Sales To The Government (Sept 2006)

09/28/2006

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

(End of clause)

52.203-7 Anti-Kickback Procedures (Oct 2010)

10/01/2010

(a) *Definitions.*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from-

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

(End of clause)

52.212-4 Contract Terms and Conditions--Commercial Items (June 2010)

06/16/2010

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the



purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

(7) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 2011) (15 U.S.C. 657a).

(8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(9) [Reserved]

(10)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

(11)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(12) 52.219-8, Utilization of Small Business Concerns (Jan 2010) (15 U.S.C. 637(d)(2) and (3)).

(13)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2010) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(iv) Alternate III (Jul 2010) of 52.219-9.

(14) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

(15) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(16)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

(17) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(18) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)(15 U.S.C. 657 f).
- (20) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- (21) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (22) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- (23) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (24) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- (25) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (26) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (27) 52.222-37, Employment Reports on Veterans, (Sep 2010) (38 U.S.C. 4212).
- (28) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (29) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (30)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9(42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (31) 52.223-15, Energy Efficiency in Energy Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (32)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- (ii) Alternate I (Dec 2007) of 52.223-16.
- (33) 52.223-18, Contractor Policy to Ban Text Messaging While Driving (Sep 2010) (E.O. 13513).
- (34) 52.225-1, Buy American Act—Supplies(Feb 2009) (41 U.S.C. 10a-10d).
- (35)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C.3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (36) 52.225-5, Trade Agreements (Aug 2009)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (37) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (38) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (39) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C.5150).
- (40) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f),10 U.S.C. 2307(f)).
- (41) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f),10 U.S.C. 2307(f)).
- (42) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003)(31 U.S.C. 3332).
- (43) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (44) 52.232-36, Payment by Third Party (Feb 2010)(31 U.S.C. 3332).
- (45) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (46)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351,

et seq.).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services -- Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

(8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter I (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C.7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C.Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.222-3 Convict Labor (June 2003)

06/01/2003

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons-

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if-

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-21 Prohibition of Segregated Facilities (Feb 1999)

02/16/1999

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its

establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)



(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

(End of clause)

52.223-18 Contractor Policy to Ban Text Messaging While Driving (Sep 2010)

09/29/2010

(a) *Definitions.* As used in this clause--

"Driving"-- (1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor should--

(1) Adopt and enforce policies that ban text messaging while driving--

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as--

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

(End of clause)

52.225-13 Restrictions on Certain Foreign Purchases (June 2008)

06/12/2008

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided*, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)

10/01/2004

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.244-6 Subcontracts for Commercial Items (Dec 2010)

12/13/2010

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities, if the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O.13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.216-18            Ordering (Oct 1995) 10/01/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from [insert dates] through [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

*Exhibits and Attachments TOC*

Identifier	Title	Date	Number of Pages
2	Attachment: Statement of Work - BBG50-D-11-0061	09/01/2011	7

BBG50-D-11-0061

**Subject:** BBG50-D-11-0061  
**From:** Diane Sturgis <dsturgis@bbg.gov>  
**Date:** Tue, 06 Sep 2011 15:18:44 -0400  
**To:** execdir@torproject.org

Hi Andrew,

My emails are bouncing back to me, if you are unable to email me a sign copy of contract please fax to 202-382-7870.

Regards,

--

Diane Sturgis  
Contracting Officer  
IBB/BBG Office of Contracts  
330 C Street SW (Switzer Bldg)  
Washington, DC 20237  
Tele: 202-382-7849  
Fax: 202-382-7870

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## SECTION A OBJECTIVE

(a) The objective of this contract is to obtain Internet censorship circumvention tools and services on a Multiple Award Indefinite Delivery Indefinite Quantity (IDIQ) Task Order basis from qualified Contractors. The primary supplies and services required under this contract relates to state-of-the art, extremely specialized information technology (IT) software and systems for circumventing Internet censorship by foreign governments, and require active, ongoing maintenance and support throughout the term of the Task Orders by the Contractor to ensure required service levels.

(b) The below SOW describes the types of task areas that will be referenced within individual Task Orders. Each Task Order will have its own unique SOW that will specify the work to be performed, the target country or countries and languages or languages for the work, the period of performance for the work, the deliverables, the acceptance criteria, and any special requirements related to each Task Order. The Firm-Fixed-Price for each Task Order will be negotiated and agreed to prior to commencement of work.

## SECTION B SUPPLIES OR SERVICES

**B.1** The Contractor shall provide services defined in the task areas below that encompass Circumvention Client Software, Clientless Web Proxies, Virtual Private Network Software, Electronic Mail Newsletter Distribution, Circumvention Software and Censorship Circumvention Technical Expertise and Support as specified in subsequent Task Orders. Each Firm-Fixed-Price Task Order shall be negotiated on an individual basis.

**B.2** Individual tasks under the Task Areas identified below will be issued formally by executing Task Orders to the Contractor. The only work authorized under this contract is that which is performed AFTER the receipt of written Task Orders.

**B.3 Mandatory Maximum and Minimum** - The Contractor shall be guaranteed \$5,000.00 for the base period and each subsequent option year, if exercised. The minimum to be ordered under the contract will be \$5,000.00 per year and the maximum amount to be ordered under this contract is \$8,000,000.00 per year.

## SECTION C DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

The BBG's requirements fall into one or more of the Task Areas described below. Certain Task Orders could require the delivery of integrated censorship circumvention platforms, which will require the Contractor to provide services encompassing several different task areas; while other Task Orders would require supplies/services related to only a single Task Area. The Contractor shall provide status reporting on each Task Order with the frequency and details delineated in each Task Order's Statement of Work.

### TASK AREA 1: Circumvention Client Software

The Contractor shall provide a system to circumvent Internet censorship imposed by foreign governments and Internet Service Providers (ISPs) using client software technology, which transparently proxies HyperText Transfer Protocol (HTTP) traffic. This system must allow

Internet users in target countries to use this client software package to circumvent the censorship of the Internet within their country. This shall be done by accessing a network of servers operated by the Contractor which are distributed globally and use a diverse set of dynamic Internet Protocol (IP) addresses which cannot easily be discovered, enumerated, and blocked.

### **TASK AREA 5: Censorship Circumvention Technical Expertise and Support**

The Contractor shall provide technical expertise in Internet censorship circumvention to further the BBG's other Internet anti-censorship initiatives. This may consist of producing technical documentation and reports on the current state of Internet censorship in target countries; providing computer programming and software engineering for BBG's internal software products, open source software, or other Contractor's software; or setup, maintenance, and operation of computer systems and network devices as described in the Task Order. The Contractor may be tasked to provide personnel on-site at BBG offices in Washington, DC, and such personnel may be required either on a short term (e.g. Weekly), or full-time basis, and may be needed on a quick reaction basis to meet emergency operation requirements.

#### **C.1 Deliverables**

##### **C.1.1 Documentation**

The Contractor shall provide documentation as specified by individual Task Orders, which may include detailed written documentation of a technical nature for use by BBG staff, and may also include diagrams and drawings of system and network architecture as appropriate. Additionally, required computer software documents may include documentation for end users (e.g. user guide) which is written for an audience familiar with basic computer and Internet use, but not overly technical. Documentation must be provided in English, but individual Task Orders may also require the Contractor to provide translation into languages as specified for the target countries. The Contractor shall also be required to provide a written report documenting its progress on the task no less than monthly.

##### **C.1.2 Software**

Individual Task Orders shall specify the nature of the ownership of software and licenses used for each task. In general, tasks which require the Contractor to operate and maintain the software and services will require the Contractor to maintain ownership or licensing of all software used to complete the task, with only specified rights transferred to the BBG. However, some tasks may specify that software created or used for this task must be delivered to the BBG, with ownership or licensing transferred to the BBG. If the software is custom developed for a BBG application, and ownership transferred to the BBG, all source code shall be provided and approved by the Contracting Officer Technical Representative (COTR), and if it incorporates any open source software, must include the open source licenses as well. Unless otherwise specified by the specific Task Order, all client software must be available free of charge to end users, and shall not contain any advertising or other methods for the Contractor to obtain additional revenue from the end user.

**C.1.3 Hardware**

Unless specified otherwise by the individual Task Order, all hardware purchased or leased by the Contractor to perform the task are owned or leased by the Contractor and ownership is not transferred to the BBG. The Contractor shall have sole responsibility for maintenance and functioning of hardware procured to operate systems as specified in the Task Order, and shall be required to repair or replace any malfunctioning hardware at its own expense and shall not be charged to BBG. The Contractor shall provide a detailed list of all hardware purchased or leased for use on a specific task to the COTR in MS Excel format, with equipment manufacturer, model, description, and serial number listed.

**C.1.4 Metrics**

As required and specified in detail by individual Task Orders, the Contractor shall provide to the COTR and other specified BBG personnel on-demand access to performance metrics for the use of systems specified in each task. Depending on the nature of the task, this may include both instantaneous (real-time or near real-time) metrics as well as aggregate metrics over specified time periods (i.e. daily, weekly, monthly) and may include such description elements as the number of users, number of visits, breakdown of users by country or origin, destination web site and pages visited, protocol of traffic used, network bandwidth used.

**SECTION F DELIVERABLES**

Deliverable Requirements will be specified in individual Task Orders.

## **SECTION G CONTRACT ADMINISTRATION**

### **G.1 Invoicing**

The Contractor shall submit one invoice per 30-day period inclusive of work performed on all Task Orders. Invoices shall describe and clearly identify the work and amount due for each individual Task Order, and otherwise be in accordance with the requirements of the Prompt Pay Act and FAR Clause 52.232-25. Invoices are to be sent to the following address:

U.S. Broadcasting Board of Governors  
Office of Technology, Services and Innovation  
Attn: Kelly DeYoe  
Cohen Building, Room 4301  
330 Independence Ave SW, Washington, DC 20237

### **G.2 Method of Payment**

All payments will be made upon the BBG's receipt of proper invoices and in accordance with the Prompt Pay Act and FAR Clause 52.232-25.

### **G.3 Contracting Officer Technical Representative (COTR)**

The Contracting Officer will appoint by letter a COTR who will have the responsibility of ensuring that the work performed by the Contractor conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the letter of authorization or in this contract. It is understood and agreed in particular that the COTR shall NOT have authority to make changes in the scope of terms and conditions of the contract.

The COTR, who has the responsibility of ensuring that the work conforms to the requirements of the contract and other such responsibilities and authorities as may be specified, is:

Kelly DeYoe  
U.S. Broadcasting Board of Governors  
Office of Technology, Services and Innovation  
Cohen Building, Room 4301  
330 Independence Ave SW  
Washington, DC 20237

It is understood and agreed, in particular that the COTR does not have the authority to make changes outside the scope of terms and conditions of the contract. **THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT, ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, IT MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE GOVERNMENT TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.**



#### G.4 Contract Administration

The Contractor shall designate below a company official whom the U.S. Government may contact during the period of the contract for prompt contract administration and issues:

Name:

Title:

Address:

Email:

Telephone:

### SECTION H SPECIAL PROVISIONS

#### H.1 Issuance of Task Orders

(a) The Contractor's proposal is hereby incorporated into this contract only to the extent that, in the event of conflict, the statements, assertions, and requirements contained therein are subservient to the Government's requirements in order of precedence as set in the FAR Clause 52.215-8.

(b) The Contractor shall not perform any work or incur any costs for any purpose under this contract or any individual Task Order until its receipt of a finalized written Task Order (OF-347) signed by the Contracting Officer authorizing specific work. If the Contractor does perform any work or incur any costs prior to written authorization by the Contracting Officer, it shall be at the expense of the Contractor and the Agency will not reimburse the Contractor.

(c) Work to be performed under this contract shall be accomplished via Task Orders issued by the Contracting Officer. All Task Orders shall be subject to the terms and conditions contained herein; with the contract terms and conditions prevailing in the event of a conflict with an individual Task Order. All Task Orders issued pursuant to this contract shall be implemented in the following manner.

- (1) The Contracting Officer will issue a "Task Order Proposal Letter" to all Contractors on the Multiple Award Schedule who were determined eligible to compete for work in that particular SOW Task Area. The letter will request that the Contractor provide (a) a brief technical understanding and approach to performing the work described in the proposed Task Order's Statement of Work and (b) a firm-fixed-price Price Proposal to perform the work. The Contractor shall submit its response to the Contracting Officer. This response shall be comprised of 1) the technical approach AND the proposed price based on the Contractor's analysis of the labor required to perform the work specified in the Task Order, materials, computer time, performance schedule, travel, and other related cost factors, along with such additional information as may be called for in the proposed Task Order.
- (2) The Contractor's failure or refusal to submit a bona-fide response (i.e. technical and price proposal) or a written "no bid" response may jeopardize the Contractor's opportunity to be considered for future Task Orders.

- (3) After receiving each Contractor Technical and Price Proposal responses to the BBG's proposed Task Order, the Contracting Officer will negotiate a final Task Order with the Contractor whose combined proposal for the individual Task Order represents the best value to the BBG.
- (4) Following negotiations, the Contracting Officer will issue, for signed acceptance by the Contractor, the finalized Task Order using Optional Form 347 (Order for Supplies or Services).
- (5) Each Task Order shall be individually numbered (e.g., BBG50-J-11-xxxx) and shall include, in addition to the amount of the Contractor's firm-fixed-price, the Statement of Work (containing a brief description of the work, listing of deliverables, delivery schedule, and place of inspection/acceptance), applicable appropriation and accounting data, and other pertinent or special directions and/or attachments.
- (6) In the event that the Contracting Officer and the Contractor disagree on any element of the Task Order, including the price or delivery schedule, and the Contractor refuses to sign the Task Order, the Contractor shall expeditiously proceed with the work called for the Task Order when directed by the Contracting Officer. The disagreement shall be treated and handled as a dispute as prescribed herein.

## SECTION I CONTRACT CLAUSES

### I.1 ADDENDUM TO FAR 52.212-4

#### 1.0 TERM OF CONTRACT

The Base Year period of performance of the subject contract shall be twelve (12) months. The BBG will have the unilateral right to extend the term of the contract for a period of one year at a time for four (4) additional years in accordance with FAR Clause 52.217-9 herein.

##### Period of Performance

Base Year - 2 September 2011 through 1 September 2012

Option Year I - 2 September 2012 through 1 September 2013

Option Year II - 2 September 2013 through 1 September 2014

Option Year III - 2 September 2014 through 1 September 2015

Option Year IV - 2 September 2015 through 1 September 2016

#### 2.0 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days.

(End of Clause)

**3.0 52.217-9 OPTION TO EXTEND THE TERM OF CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**4.0 INTERPRETATION OF MODIFICATION(S)**

No verbal statement by any person, and no written statement by anyone other than the Contracting Officer, or his/her authorized representative acting within the scope of his/her authority, shall be interpreted as modifying the terms of this contract. All requests for interpretation or modification shall be made in writing to the Contracting Officer. All changes to this contract shall be made by way of written modification.