

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 471414		PAGE OF 1 32					
2. CONTRACT NO. HSSS01-15-C-0040		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME (b)(6);(b)(7)(C)			b. TELEPHONE NUMBER <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME				
9. ISSUED BY PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE SW BLDG T-5 WASHINGTON DC 20223				CODE PRO-PROCUREMENT		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <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"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)		NAICS: SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO 950 H STREET NW, INTELLIG, RM 9400 950 H ST NW INTELLIG, RM 9400 WASHINGTON DC 20223		CODE PID-PROTECT INTEL DV		16. ADMINISTERED BY PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE, SW BLDG T-5 WASHINGTON DC 20223							
17a. CONTRACTOR/ OFFEROR BABEL STREET INC 1818 LIBERTY STREET 5TH FLOOR RESTON VA 20190		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY COMMUNICATIONS CENTER (FMD) ATTN: COMML & GOVT PAYMENTS P. O. BOX 6500 SPRINGFIELD VA 22150		CODE FMD - PO BOX			
TELEPHONE NO. -				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>							
				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT		
	Base Year period of performance: 09/28/2015 - 09/27/2016 Option Year 1 period of performance: 09/28/2016 - 09/27/2017 Option Year 2 period of performance: 09/28/2017 - 09/27/2018 USSS COR: Paul Adams 202-406-9411 Paul.Adams@uss.s.dhs.gov <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>										
25. ACCOUNTING AND APPROPRIATION DATA 2015-7020150400OMS-PID-25212-671003-61000001-0-0-0						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i> \$580,000.00					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
<input 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.						<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ 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 <i>(SIGNATURE OF CONTRACTING OFFICER)</i>							
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>			31c. DATE SIGNED			
					(b)(6);(b)(7)(C)						

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Babel Street POC: (b)(6);(b)(7)(C) (b)(6);(b)(7)(C) (b)(6);(b)(7)(C) Period of Performance: 09/28/2015 to 09/27/2016				
0001	Open Source Intelligence Monitoring (25 user licenses plus training and data feed subscriptions) Obligated Amount: \$580,000.00	580000	US	1.00	580,000.00
0002	Option Year 1 Open Source Intelligence Monitoring (25 user licenses plus training and data feed subscriptions) Amount: \$580,000.00 (Option Line Item) 09/15/2016	580000	US	1.00	0.00
0003	Option Year 2 Open Source Intelligence Monitoring (25 user licenses plus training and data feed subscriptions) Amount: \$580,000.00 (Option Line Item) 09/15/2017 Continued ...	580000	US	1.00	0.00

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 <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> 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 (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSSS01-15-C-0040

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3 32

NAME OF OFFEROR OR CONTRACTOR
BABEL STREET INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
The total amount of award: \$1,740,000.00. The obligation for this award is shown in box 26.					

USSS-PID “Open Source Intelligence (OSINT) Monitoring System” *Performance Work Statement (PWS)*

1.0 General Information

1.1 Scope

The purpose of this solicitation is to provide the United States Secret Service (USSS) Protective Intelligence and Assessment Division (PID) with an advanced dashboard capability and the data streams, including open source and “dark web,” necessary to support real-time monitoring of open source information based on geolocation, as well as key-terms, for situational awareness and to support protective intelligence investigations. Moreover, the system software must be capable of searching and aggregating open source information in near real-time, including social media, based on unique identifiers for related associations and enhanced data analytics, including analytic reporting on sentiment and other related factors. Training and technical support for user familiarity and system sustainability are also required.

1.2 Background, Objective, and Goals

1.2.1 Organization Overview

The USSS plays a critical role in meeting the Department of Homeland Security’s (DHS) priorities for preventing terrorism and enhancing security. In accordance with Title 18 United States Code, Section 3056, the USSS is mandated to protect the President, the Vice President, their immediate families, former Presidents, national leaders, visiting foreign heads of state, major Presidential and Vice Presidential candidates, and designated National Special Security Events (NSSEs), and safeguard the nation’s currency and financial payment systems. PID engages in a multifaceted approach to support protective operations through the analysis of information, investigation of threats, assessment of risk, and dissemination of protective intelligence information.

1.2.2 Objective

Threat identification and analysis of risk, defined as protective intelligence (PI), is a crucial aspect of upholding this mandate, and mission success for PID is dependent on the timely identification, tracking, and dissemination of threat-related information.

1.2.3 Goals

To be successful, PID must identify information from publicly available sources to produce actionable open source intelligence (OSINT) for situational awareness and threat identification, which is then disseminated to personnel for further action and inclusion in assessment products.

1.3 Terms

AOI – Area of Interest (geographic zone defined by user for monitoring)
Business Hours – Monday thru Friday 9A-5P, excluding government holidays
DHS – Department of Homeland Security
GUI – General User Interface (dashboard)
IP – Internet Protocol Address
PI – Protective Intelligence
PII – Personally Identifiable Information

PID – Protective Intelligence and Assessment Division
OSINT – Open Source Intelligence
OSU – Open Source Intelligence Unit
URL – Universal Resource Locator
USSS – United States Secret Service

1.4 Government Furnished Services and Property

- 1.4.1** The contractor shall specifically identify in their proposal the type, amount, and time frames for any government resources.
- 1.4.2** When required, the Government will provide a work station with a telephone, a computer, and appropriate physical and network privileges. At the conclusion of this contract, the contractor shall return all Government property in good condition.

1.5 Place of Performance

1.5.1 Facility:

United States Secret Service Headquarters Memorial Building
Protective Intelligence and Assessment Division, Suite 9400
Open Source Intelligence Unit
950 H Street, N.W.
Washington DC, 20223

1.6 Operating Environment (Technology)

The Open Source Monitoring System must be capable of operating in the current PID infrastructure, including on the existing hardware and software platform. The current platform includes:

1.6.1 Hardware:

- a) Dell Desktops
- b) Dell Laptops
- c) Sun Oracle thin-clients
- d) Apple IPADs

1.6.2 Software:

- a) Windows 8.1 (Or most current version)
- b) Browsers: Internet Explorer, Google Chrome, Mozilla Firefox
- c) Snagit
- d) Microsoft Office (most current version), including Word, Excel, and PowerPoint

1.7 Contractor Travel

- 1.7.1** The work will primarily be performed at the USSS Headquarters, or at another USSS facility located in Washington, D.C. area.
- 1.7.2** Local travel to facilities in the Washington, D.C. metropolitan area, including Maryland or Virginia, may be required. The government will not reimburse expenses for local travel in the Washington, D.C. area.

- 1.7.3 Any additional travel, outside the Washington, D.C. area, must be coordinated with the COR.

1.8 Security

1.8.1 Clearances

All contractor personnel, including any subcontracted support, shall be United States citizens with no dual citizenship, based in the United States, and must be cleared prior to any facilities or systems access. The government will provide facility access and systems access in order to perform activities under the award as required.

1.8.2 Subcontract Activities

Notification must be made to the government of any subcontract work based on the scope of these requirements in any proposals or after award.

1.8.3 Facility Access

The contractor will complete the necessary security forms required to obtain facility access to USSS Headquarters immediately upon award. This will include providing a release for a credit history inquiry.

1.8.4 Sensitive, but Unclassified Information

Performance under this contract may involve being granted conditional access to certain United States government documents and material containing sensitive, but unclassified information. This information must be protected from unauthorized disclosure in accordance with the terms of the contract. Specific security requirements are listed in the contract additional terms and conditions addendum.

1.8.5 System Integrity

Notification must be made to the government of any data breaches or attempted data breaches that might compromise USSS information handled under this contract.

1.9 Organization Conflict of Interest (OCI) Constraints

The contractor will identify any OCI issue that may prohibit them from providing and technically supporting contact requirements.

1.10 Work Hours

- 1.10.1 Contractor personnel are expected to conform to customer agency normal operating hours.
- 1.10.2 Technical Support (Help Desk support) must be available 24/7/365 days a year. The contractor must provide technical support regardless of inclement weather or office closings and early dismissals, unless otherwise approved by the COR or PM.
- 1.10.3 All user (Help Desk support) technical assistance must be resolved within two (2) hours of the user's initial contact.

1.11 Period of Performance

The period of performance is for 365 days from contract award.

1.12 Billing and Invoicing

1.12.1 Invoicing shall occur on a quarterly basis.

1.12.2 Invoices can be forwarded to the COR via email.

2.0 Specific Functional Requirements – Required

2.1 System Availability and Configuration:

- 2.1.1** Continuous system operability and availability is required for uninterrupted operation to support protective operations 24/7/365 days a year.
- 2.1.2** Any system outages must be immediately be reported to the government, and be restored within 2 hours during business hours, or 4 hours outside of business hours.
- 2.1.3** Any known data source interruptions, including social media feeds, must be reported to the government, including the expected restoration time.
- 2.1.4** The dashboard view must provide for a constant refresh rate to achieve real-time monitoring, with a minimum refresh rate of three minutes or less.
- 2.1.5** System must be able to be configured to meet USSS protective requirements as outlined under these functional requirements.
- 2.1.6** System must be able to accept USSS search terms and criteria.
- 2.1.7** System must be capable to provide a data usage report at the request of the user, including the current and previous month.
- 2.1.8** A minimum of 20 licenses is required to support operational requirements. Optimal performance would be achieved with acquiring 40 licenses.

2.2 Dashboard Requirements

- 2.2.1** GUI should be user friendly and contain simplified processes for data entry.
- 2.2.2** GUI should allow for customizable views which enable users to resize displayed views and images.
- 2.2.3** GUI should allow for point and click functionality.
- 2.2.4** GUI should allow for menu selections appropriate to functionality.
- 2.2.5** GUI should allow for document upload of search criteria as defined by the user, such as a list of keywords within an AOI.

2.3 Real-time Monitoring Capability

- 2.3.1** Capability to identify online communications (i.e. social media posts) based on geolocation enabled or via an IP address. (Confirmed location)
- 2.3.2** Capability to identify online communications (i.e. social media posts) based on inferred geolocation such as user associations or other self-reported location (textual detection). (Inferred location)
- 2.3.3** Capability to identify online communications (i.e. social media posts) based on both confirmed and inferred geolocation (reference 2.3.1 and 2.3.2).
- 2.3.4** Capability to filter information within existing AOI results based on key term.

- 2.3.5 Capability for the GUI to display multiple AOIs during a session or project.
- 2.3.6 Capability of the GUI to overlay search results on a geographic map.
- 2.3.7 Capability to display results in a common preview pane queue or “inbox” within the GUI.
- 2.3.8 Capability to safely view search results within the GUI without detection by external sources.
- 2.3.9 Capability to capture unique identifiers (i.e. Facebook ID; Craigslist posting number) and display for user view.

2.4 Advance Searching/Queries

- 2.4.1 Capability to search for associated open source information in response to a specific set of unique identifiers, such as user profile name, handle, or other criteria.
- 2.4.2 Capability to conduct a secondary search based on validated results from a previous query.
- 2.4.3 Capability to filter for specific phrases or a combination of phrases in the available source feeds.
- 2.4.4 Capability to save filters, or searches, for future queries.
- 2.4.5 Capability to display the percent (%) match for the returned data based on the data criteria used in the search.

2.5 Search Results Output

- 2.5.1 Capability to produce a PDF or Microsoft Word/Excel document with date/time.
- 2.5.2 Capability to produce a report based on information for search results and specific selections.
- 2.5.3 Capability to produce a screen capture with a time stamp, and the original date and URL for a selected posting.
- 2.5.4 Capability to capture a user’s unique identifiers for a social media site.
- 2.5.5 Capability for the user to run a data usage report for the current calendar month.

2.6 Analytics

- 2.6.1 Capability to complete analysis of social media sentiment (i.e. positive, neutral, and negative) based on a time frame of a day-, a week-, or a month-long period (scheduled any day of the week).
- 2.6.2 Capability to provide a list of the most popular topics for specified criteria within social media content.
- 2.6.3 Capability to display heat maps based on location and volume given specified criteria or the most popular topics and trends.
- 2.6.4 Capability to display most mentioned topics within social media in real-time.
- 2.6.5 Capability to display the most popular hashtags within social media in real-time.

2.7 Export Functionality

- 2.7.1 Capability to export data to commonly used analytic tools available in the marketplace.

2.7.2 Capability to export raw search results to common Microsoft applications, such as Excel.

2.8 Records Retention

2.8.1 Automated ability to delete user transactions at a minimum of every 30 days.

2.8.2 Automated ability to delete user queries at a minimum of every 30 days.

2.8.3 Manual ability to delete user transactions.

2.8.4 Manual ability to delete query transactions.

2.9 Software Accessibility

2.9.1 Software and data sources must be able to be configured on common thick client PCs as outlined under 1.6.

2.9.2 Software and data sources must be able to be configured on common thin client machines as outlined under 1.6.

2.10 Data Sources

Required, but not limited to:

- a) Deep Web Content
- b) IRC/Chat
- c) Message boards
- d) Online broadcasting websites
- e) Open-source information portals
- f) Public email groups and discussion forums
- g) Social media sites
- h) USEnet Data
- i) Web blogs
- j) World Wide Web

2.11 Social Media Sources

2.11.1 Sources should include, but are not limited to:

- a) Bitly
- b) Facebook Public
- c) Foursquare
- d) Google Plus
- e) Instagram
- f) LinkedIn
- g) MySpace
- h) Pinterest
- i) SnapChat
- j) WordPress
- k) Flickr
- l) StumbleUpon
- m) Tagged
- n) Tumblr
- o) Vine
- p) YouTube

- q) WhatsApp
- r) VK (Russia)
- s) Mixi (Japan)
- t) Line (Japan)
- u) QQZone (China)
- v) WeChat (China)
- w) Tencent Weibo (China)
- x) Sina Weibo (China)

2.11.2 “Twitter” Firehose

Twitter firehose content shall allow for a minimum access of 5 million Tweets per month.

2.12 Dark Web Content

2.12.1 Access to online content not otherwise found in either the “surface” or “deep web.”

2.12.2 Content should include:

- a) Jihadist/Non-U.S. based data content
- b) Right Wing Extremist / Militia / U.S. based content
- c) Explosives/Improvised Weapons data content

2.12.3 Capability to safely view content within the software without detection by external sources (reference to 2.3.8).

2.13 Automated Notifications

2.13.1 GUI notification of new results upon login or refresh.

2.13.2 Email notification for specified analytic results.

2.13.3 GUI should alert user to emerging high-volume activities within the AOI or data set.

2.14 User Training

2.14.1 Training is required for all PID users assigned to use the software. This may include up to 40 users per calendar year.

2.14.2 Training must be provided at USSS Headquarters and will be scheduled with the contractor based on the availability of the government.

2.14.3 Training must include a defined curriculum for the software dashboard, advanced searches, and analytics.

2.14.4 Training may be scheduled based on separate training sessions, but will include a minimum of 10 students with a maximum of 4 training sessions in one calendar year, provided on a quarterly basis.

2.14.5 Initial training must be provided within 30 days of award.

3.0 Specific Functional Requirements – Optional

3.1 Social Media Profile Identification

3.1.1 Capability to identify active fake profiles based on a confirmed/official profile.

- 3.1.2** Capability to identify active fake profiles based on a confirmed/official profile (i.e. protectee account) containing malicious links.
 - 3.1.3** Capability to identify active fake profiles based on a confirmed/official profile (i.e. protectee account) containing pornographic material.
 - 3.1.4** Capability to identify active fake profiles based on a confirmed/official profile (i.e. protectee account) that redirects users to fraud based webpages aimed at capturing user PII.
- 3.2 Language Translation**
 - 3.2.1** Capability to translate results within the GUI from a foreign language to English.
 - 3.2.2** Capability to accept English words and translate to foreign language for advanced query or monitoring.
- 3.3 Internet Protocol (IP) Resolution**
 - 3.3.1** Capability to complete a WHOIS query for a source IP address, including IPv6.
 - 3.3.2** Capability to complete a geolocation search for a source IP address.
- 3.4 Broadcast Notifications**
 - 3.4.1** Capability to send broadcast blast message to social media users in a specific geographic area.
- 3.5 URL Information**
 - 3.5.1** Capability to display most visited URLs in specified dataset or AOI.
- 3.6 Metadata**
 - 3.6.1** Capability to extract metadata for photo-based social media.
- 3.7 Video Capturing**
 - 3.7.1** Capability to capture and store, for later viewing, streaming video from open sources, including social media sources.
- 3.8 System Administration**
 - 3.8.1** Capability to configure the GUI for different views based on organizational role.
 - 3.8.2** Capability to give the government the ability to add/delete users.
- 3.9 Auditing**
 - 3.9.1** The software shall have the ability for the government to produce a report containing user login times, including session length, within the 30-day retention period.
 - 3.9.2** The software shall have the ability to produce a report detailing the searches conducted, and sites visited, over a specified data range for a particular user within the 30-day retention period.
- 3.10 Analytics**
 - 3.10.1** Capability to complete a historical analysis of social media sentiment (i.e. positive, neutral, and negative) review based on a past day, week, or month.

- 3.10.2** Capability to display most mentioned topics within social media for a specific time period (i.e. over the previous two weeks).
- 3.10.3** Capability to display the most popular hashtags within social media for a specific time period (i.e. over the previous two weeks).

4.0 Deliverables

The items listed in the table below will be delivered in support of the activities listed above.

Item	Mode	Frequency	Due Date / Response Time	
4.1	Initial software configuration, account setup, and in-person *kick-off meeting at USSS HQ	NA	Upon Award	Within 10 business days of award.
4.2	New User account configuration and setup	NA	Upon Request from COR/PM	Within 3 business days of request.
4.3	Data Usage Reports	Email to COR/PM	Every 30 days.	Monthly, by the 5 th day of each month covering the preceding month. The monthly report for transition and first month of services may be combined.
4.4	Usage Billing (Overage)	Email to COR/PM	When Identified	Within 10% of usage limit.
4.5	Training curriculum and trainer name provided to USSS	Email to COR/PM	Upon Award	Within 3 business days after the award.
4.6	Initial Training for 10 Users	In-person	Quarterly	1 st Quarter *Within 30 days
4.7	Training Session 2	In-person	Quarterly	2 nd Quarter
4.8	Training Session 3	In-person	Quarterly	3 rd Quarter
4.9	Training Session 4	In-person	Quarterly	4 th Quarter

4.10	Technical Support	Helpdesk	24/7/365	Corrective action within 2 hours of initial Helpdesk call.
4.11	System Outage	Email to COR/PM	NA	Immediately, upon any known system outage, the GOV shall be immediately notified of the outage and expected restoration time. System availability must be restored within 2 hours during business hours, or within 4 hours outside business hours.
4.12	Data Source, including Social Media feeds, Availability	Email to COR/PM	NA	Immediately, upon any known data source outages, the GOV should be notified of which data source and expected restoration time.

*Contingent on authorization for facility access.

5.0 Usage Reporting

The contractor shall submit a monthly usage report as described:

- 5.1** The monthly Usage Report shall include all data used and reflect cost based on the terms of the contract. The format and content of the status report shall be approved by the COR.

6.0 Monthly Meeting

- 6.1** The contractor shall agree to a minimum of one monthly meeting to address contract issues. The meeting date/time will be scheduled by the COR or PM, but will always be held the first week of the month.
- 6.2** These meetings will be designed as an opportunity for both parties to discuss ongoing issues and potential risks or problematic issues. It also provides an opportunity for feedback on the contract deliverables to ensure they are on-track with the goals of the contract.
- 6.3** The monthly meetings will be in addition to, and separate from, any training session.
- 6.4** At the discretion of the COR, the monthly meeting may be conducted via teleconference.

7.0 Inspection and Acceptance Process

- 7.1 All written deliverables, including training materials, shall be quality products that are complete and thorough; structured in a clear, logical fashion; and in a proper, accepted writing style.
- 7.2 Written deliverables shall be accompanied by a cover letter, signed by an authorized representative of the company, affirming that the deliverable has been through necessary review and quality control procedures.
- 7.3 If, for any reason, a deliverable cannot be delivered within the scheduled time frame: The contractor shall notify the COR with cause of delay, the proposed revised schedule, and the impact on the overall program.

8.0 Quality Assurance Surveillance Plan (QASP)

The QASP, enclosure 1 to this PWS, serves as the principal basis for assessing overall performance quality and provides the methodology by which the Contractor's performance will be monitored.

9.0 Points of Contact

9.1 Contracting Officers Representative (COR):

Name: (b)(6);(b)(7)(C)

Title: Supervisory Protective Intelligence Research Specialist

Phone: (b)(6);(b)(7)(C)

Email: (b)(6);(b)(7)(C)

Program Manager (PM):

Name: (b)(6);(b)(7)(C)

Title: Assistant to the Special Agent in Charge

Phone #: (b)(6);(b)(7)(C)

Email: (b)(6);(b)(7)(C)

9.2 Invoice Address

United States Secret Service
Protective Intelligence and Assessment Division
ATTN: (b)(6);(b)(7)(C)
950 H Street, N.W. Suite 9400
Washington, DC 20223
(P) (b)(6);(b)(7)(C)

10.0 SPECIAL INSTRUCTIONS

10.1 Documentation

All documents and deliverables described in this PWS, and its amendments or modifications, shall be submitted in a professional manner.

10.2 Point-of-Contact

10.2.1 The contractor shall assign a single Point-of-Contact designated as key personnel with responsibility for control and coordination of work performed.

10.2.2 The agreed upon timeframes and deliverables shall not be interrupted due to change in contractor key personnel.

10.3 Proposal Format

10.3.1 Offeror is requested to submit one (1) signed and dated original, and four (4) copies of the proposal.

10.3.2 Responses shall contain the following:

- a) Statement of capabilities, corporate experience, and expertise.
- b) Statement outlining methodology, including technical capabilities, to successfully complete each task, including training and user support.
- c) Current product which can meet the requested tasks.
- d) Past performance information.
- e) Pricing information.

Evaluation Phases and Competitive Range Determination

Proposals will be evaluated based on the evaluation criteria described in this request. Following the Government's initial evaluation, a Competitive Range Determination will be made based on written proposals.

Basis for Award

The evaluation will be based on best value principles. Accordingly, award will be made to the responsible and technically acceptable Offeror whose proposal provides the greatest overall value to the Government, price and other factors considered. This will be determined by comparing the value of the differences in the technical capabilities for competing offers based on their strengths, weaknesses, and risks with differences of their price to the Government. In making this comparison, the Government is more concerned with obtaining superior technical capabilities than with making an award at the lowest overall cost to the Government. However, the Government will not make an award at a significantly higher overall price to the Government to achieve slightly superior technical skills.

Evaluation Factors:

Proposals will be evaluated in relation to the following evaluation factors:

- Factor 1: Experience and Capability
- Factor 2: Past Performance
- Factor 3: Price

Factors 1 and 2 are considered technical factors, and Factor 1 (Experience and Capability) is considered the more important of the two technical factors. Factor 3 is a cost factor, and will be evaluated separately. The cost factor may become more important as the technical scores.

FACTOR 1 – EXPERIENCE AND CAPABILITY

Proposals will be evaluated against the requirements of the solicitation and in accordance with the evaluation factors set forth below to determine:

- How the Offeror demonstrates the ability to understand the requirements.

- How the Offeror intends to meet the task requirements.
- How the current experience of the Offeror’s personnel relates to the requirements of this task.
- How the experience of the Offeror has contributed to the success of similar tasks.
- How the capabilities of the Offeror has contributed to the success of similar tasks.
- How the capabilities of key personnel contributed to the success of similar tasks.

General statements such as "the vast resources of our nationwide company will be used to perform the services required by the Statement of Work" are not sufficient. The Offeror shall clearly address each element of the proposal as required by this solicitation. Any proposal failing to address all of the elements of this SOW may be considered an indication of the Offeror's lack of understanding in response to the Government's requirements, and may result in the proposal being determined unacceptable.

FACTOR 2 - PAST PERFORMANCE

The Government is seeking to determine whether:

- The Offeror consistently delivers quality services in a timely manner.
- The quality of the Offeror’s past performance will be evaluated on the basis of information contained in the Offeror’s proposals, and the information that the Government obtains through reference checks or any other means.

FACTOR 3 - PRICE AND OTHER BUSINESS FACTORS

The cost of obtaining the software and the ability to continue to develop its capabilities is subject to budgetary constraints. Therefore, cost will be a major factor in the Government’s decision making process. The cost must be comparable to product of the described ability.

Enclosure 1 - Quality Assurance Surveillance Plan (QASP)

(1) INTRODUCTION

1.1 Purpose

1.1.1 This quality assurance surveillance plan (QASP) is pursuant to the requirements listed in the performance work statement entitled “OSINT Monitoring System”. This plan sets forth the procedures and guidelines PID will use to survey, observe, test, sample, evaluate, and document the contractor’s performance in meeting the critical performance standards identified in the contract.

1.1.2 The QASP describes the systematic methods used to monitor performance and identify the required documentation and the resources to be employed to ensure the Government pays only for the level of services received.

1.2 Performance Management Approach

1.2.1 The PWS structures the acquisition around “what” service or quality level is required, as opposed to “how” the contractor should perform the work (i.e., results, not compliance). This QASP will define the performance management approach taken by PID to monitor and manage the contractor’s performance, and to ensure the expected outcomes/performance objectives are achieved.

1.2.2 Performance management represents a significant shift from the more traditional quality assurance (QA) concepts in several ways. Performance management focuses on assessing whether outcomes are being achieved and to what extent. This approach migrates away from scrutiny of compliance with the processes and practices used to achieve the outcome. A performance-based approach enables the contractor to play a large role in how the work is performed, as long as the proposed processes are within the stated constraints. The only exceptions to process reviews are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A “results” focus provides the contractor flexibility to continuously improve and innovate over the course of the contract, as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

1.3 Performance Management Strategy

1.3.1 The contractor is responsible for the quality of all work and services provided.

1.3.2 The Government will monitor performance to determine how the contractor is performing against communicated objectives. The Government will make determinations regarding incentives based on performance and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively and meets objectives.

(2) ROLES AND RESPONSIBILITIES

2.1 The Contracting Officer

The contracting officer (CO) is responsible for monitoring contract compliance, contract administration, and cost control, and for resolving any differences between the observations documented by the COR for performance management. The number of additional representatives serving as technical inspectors depends on the complexity of the services measured, as well as the contractor’s performance, and must be identified and designated by the CO.

2.2 The Contracting Officer’s Representative

The contracting officer’s representative (COR) is designated in writing by the CO to act as his or her authorized representative to assist in administering a contract. COR limitations are contained in the written appointment letter. The COR is responsible for technical administration of the project and ensures proper government surveillance of the contractor’s performance. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government’s behalf. The COR will have the responsibility for completing QA monitoring forms used to document the inspection and evaluation of the contractor’s work performance. Any changes in the scope of the contract that may affect price, terms, or conditions shall be referred to the CO for action.

(3) IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS

The required performance standards and/or quality levels are included in the PWS and in Attachment 1, “Performance Requirements Summary”. If the contractor meets the required service or performance level, it will be paid the quarterly amount agreed upon in the contract. If the contractor exceeds the service or performance level, it is eligible to receive an incentive or award fee as stated in the contract. Failure to meet the required service or performance level will result in a deduction from the monthly amount.

(4) METHODOLOGIES TO MONITOR PERFORMANCE

The COR will function as the Technical Representative for this task order, and her/his authority will be limited to administering specific technical aspects of this contract. The COR will not provide direction that is outside the scope of the responsibilities delineated under this task order.

The designated individual will:

- Maintain a detailed knowledge of the technical requirements of the contract;
- Document contractor performance in accordance with the QASP; and,
- Identify and immediately forward notification of deficient or non-compliant performance to the CO.

4.1 Primary Method of Surveillance

Surveillance of contractor performance is the method used by the Government to determine whether the contractor is effectively and efficiently complying with all terms and conditions of the PWS. In addition to statistical analysis, the functional expertise of the COR plays a critical role in adequately evaluating contractor performance.

The below methods will be used to administer the QASP and the standards are delineated by statement of work task number in the Performance Requirements Survey (PRS) table.

The COR will notify the contractor within 2 days following the determination of poor performance:

(1) Demonstration – A qualification method that is carried out by operation and relies upon observable functional operation. It does not require the use of instrumentation or special test equipment.

(2) Analysis – A qualification method that is carried out by examining and assessing the application of services in order to determine if they are appropriate and sufficient. The quality of performance can be determined from government or contractor task-based reports, or from government observation of completed tasks.

(3) Periodic Inspection – The COR will notify the CO of inspections and the result of such inspections. A qualitative inspection can be accomplished through one of the following techniques:

- Sampling: A sample of users will be surveyed to determine if the level of performance is acceptable.
- User input: A standard form will be used to measure the performance by the contractor or the service provided.

4.2 User Feedback

The contractor is expected to establish and maintain professional communication with the Government during all aspects of user feedback.

Any negative user feedback will be set forth clearly and in writing, detailing the nature of the complaint, signed, and forwarded to the COR.

User feedback may also be obtained through periodic inspection via sampling inspections or user input.

4.3 Acceptable Quality Levels

The Acceptable Quality Levels (AQLs), included in Performance Requirements Summary Table 1.1, for contractor performance are structured to allow the contractor to manage how the work is performed, while providing negative incentives for performance shortfalls.

For certain critical activities, such as those involving “System Availability” and “Technical Support”, the desired performance level is established at 100 percent. Other levels of performance are keyed to the relative importance of the task to the overall mission performance at PID/OSU.

The performance requirements and performance standards associated with this PWS are the following:

Performance Requirements Summary (PRS) Table 1.1

Performance Objective	PWS Reference	Performance Standard	AQL	Method of Surveillance	Incentive (Positive/Negative)
<i>System Configuration</i>	Functional Requirements 2.1 Deliverables 4.0	Acceptable performance has been set when the contractor’s quality standards and products consistently provide acceptable results using optimal resources that are compliant with prescribed schedules.	Excellent Acceptable Poor	Demonstration Analysis Inspection and Monitoring	If the services take more than 10 business days to complete, then the government shall receive a discount of 3% off the total billing amount for that quarter.
<i>System Availability</i>	Functional Requirements 2.1, 2.9 Deliverables 4.0	Acceptable performance has been set when the system is available 100% of the time.	Acceptable Poor	Demonstration Analysis Inspection and Monitoring	If the system availability is less than 100%, then the government shall receive a discount of 5% off the total billing amount for that quarter.
<i>Data Source Availability</i>	Functional Requirements 2.10, 2.11, 2.12 Deliverables 4.0	Acceptable performance has been set when 95% of the system’s data sources are available.	Excellent Acceptable Poor	Demonstration Analysis Inspection and Monitoring	If the data source availability is less than 95%, then the government shall receive a discount of 5% off the total billing amount for that quarter.

<i>GUI Functionality</i>	Functional Requirements 2.2-2.7 Deliverables 4.0	Acceptable performance has been set when the system functions as designed 95% of the time.	Excellent Acceptable Poor	Demonstration Analysis Inspection and Monitoring	If the GUI fails to perform as designed 95% of the time, the government shall receive a discount of 3% off the total billing amount for that quarter.
<i>Technical Support</i>	Functional Requirements 2.0 Deliverables 4.0	Acceptable performance is achieved when corrective action is achieved within 2 hours of a technical support or helpdesk call, 100% of the time.	Acceptable Poor	Demonstration Analysis Inspection and Monitoring	If technical support is not provided within 2 hours 100% of the time, then the government shall receive a discount of 5% off the total billing amount for that quarter.
<i>User Training</i>	Functional Requirements 2.14 Deliverables 4.0	Acceptable performance has been set when the contractor delivers in-person training to the minimum number of users, finished curriculum, and within the required time frame.	Excellent Acceptable Poor	Demonstration Analysis Inspection and Monitoring	If user training is not provided in an acceptable manner and is observed by the COR/PM as “poor”, then the government shall receive a discount of 3% off the total billing amount for that quarter. If receipt of the initial training takes more than 30 days, then the government shall receive a discount of 3% off the total billing amount for that quarter – except for if the delay is due to the facility access.

(5) QUALITY ASSURANCE DOCUMENTATION

The Performance Management Feedback Loop

The performance management feedback loop begins with the communication of expected outcomes. Performance standards are expressed in the PWS and are assessed using the performance monitoring techniques.

5.1 Monitoring Forms

The Government's QA surveillance, accomplished by the COR, will be reported using the monitoring forms in Attachments 1 and 2. The forms, when completed, will document the Government's assessment of the contractor's performance to ensure the required results are being achieved. The COR and contractor will resolve any discrepancies between the COR's findings and the contractor's records.

5.2 The COR will retain a copy of all completed QA surveillance forms.

(6) ANALYSIS OF QUALITY ASSURANCE ASSESSMENT

6.1 Determining Performance

The Government shall use the monitoring methods to determine whether the AQLs have been met. If the contractor has not met the minimum requirements, it may be asked to develop a corrective action plan to show how and by what date it intends to bring performance up to the required levels. Failure to meet the AQLs may result in a deduction from the quarterly payment, using the deduction percentages shown in PRS Table 1.1, shown above.

6.2 Reporting

At the end of each quarter, the COR will prepare a written report for the PM summarizing the overall results of the quality assurance surveillance of the contractor's performance. This written report, which includes any contractor documentation and the completed quality assurance monitoring forms (Attachment 2), will become part of the QA documentation.

6.3 Reviews and Resolution

The CO may require the contractor's project manager, or a designated alternate, to meet with the COR and other government IPT personnel as deemed necessary to discuss performance evaluation. The COR will define a frequency of in-depth reviews with the contractor, including appropriate self-assessments by the contractor; however, if the need arises, the contractor will meet with the COR as often as required or per the contractor's request.

The agenda of the reviews may include:

- Monthly performance assessment data and trend analysis
- Issues and concerns of both parties
- Projected outlook for upcoming months and progress against expected trends, including a corrective action plan analysis
- Recommendations for improved efficiency and/or effectiveness
- Issues arising from the performance monitoring processes

The COR must coordinate and communicate with the contractor to resolve issues and concerns regarding marginal or unacceptable performance. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification by the CO.

ATTACHMENT 1: PERFORMANCE REQUIREMENTS SUMMARY

Required Services (Tasks)	Performance Standards	Acceptable Quality Levels	Methods of Surveillance	Incentive (Negative) (Impact on Contractor Payments)

**ATTACHMENT 2: SAMPLE QUALITY ASSURANCE
MONITORING FORM**

Required Task: _____

Performance Standard: _____

SURVEY PERIOD: _____

SURVEILLANCE METHOD (Check):

- Demonstration Analysis Inspection – Sampling Inspection – User Input

LEVEL OF SURVEILLANCE (Check):

- Monthly Quarterly As needed

ANALYSIS OF RESULTS:

Demonstration Notes _____

Observed Service Provider Performance Measurement Rate: _____%

Service Provider's Performance (AQL): Meets Standards (*Circle one*)

Excellent

Acceptable

Poor

Does Not Meet Standards

Narrative of Performance during Survey Period: _____

PREPARED BY: _____ **DATE:** _____

OSU PM APPROVED: _____ **DATE:** _____

OSU COR APPROVED: _____ **DATE:** _____

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 000001	3. EFFECTIVE DATE 06/08/2016	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE SW BLDG T-5 WASHINGTON DC 20223	CODE PRO-PROCUREMENT D	7. ADMINISTERED BY (If other than Item 6) PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE, SW BLDG T-5 WASHINGTON DC 20223	CODE PRO-PROCUREMENT D
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BABEL STREET INC 1818 LIBERTY STREET 5TH FLOOR RESTON VA 20190		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. HSSS01-15-C-0040
			10B. DATED (SEE ITEM 13) 09/16/2015

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 ACKNOWLEDGEMENT 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) Net Increase: \$600,000.00
2016-7020160400OMS-PID-25212-671003-61000001-0-0-0

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) Exercise Option and Other Supplement Agreement.

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.)

The purpose of this modification is the following:

1. Establish CLIN 0004 for surge assistance in accordance with Babel Street's quote 640_2 dated June 7, 2016. CLIN 0004 is funded for up to ten (10) assessments to be coordinated, as needed, by the COR and Contractor. The period of performance for CLIN 0004 is June 8, 2016 through June 7, 2017.

2. Exercise Option Period Two (2) of the contract, CLIN 0002. The effective date/period of performance for Option Period Two (2) is September 28, 2016 through September 27, 2017.

3. The total dollar value of the contract is increased from \$580,000 by \$600,000 to Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6);(b)(7)(C)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSSS01-15-C-0040/000001

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NAME OF OFFEROR OR CONTRACTOR
BABEL STREET INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>\$1,180,000.00.</p> <p>All other terms and conditions are in full force and effect. Delivery Location Code: PID-PROTECT INTEL DV 950 H STREET NW, INTELLIG, RM 9400 950 H ST NW INTELLIG, RM 9400 WASHINGTON DC 20223 US</p> <p>Payment: COMMUNICATIONS CENTER (FMD) ATTN: COMML & GOVT PAYMENTS P. O. BOX 6500 SPRINGFIELD VA 22150</p> <p>FOB: Destination</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p>				
0002	<p>Option Year 1 Open Source Intelligence Monitoring (25 user licenses plus training and data feed subscriptions) Obligated Amount: \$580,000.00 Requisition No: 481944</p>		US	1.00	580,000.00
	<p>Add Item 0004 as follows:</p>				
0004	<p>Surge Support - Babel Sentry - Principal Threat Intelligence Analysis. BSS-001-000. This line item is to cover up to 10 assessments. See attachment A. Obligated Amount: \$20,000.00 Requisition No: 481937</p> <p>Delivery: 06/08/2016</p>	20000	US	1.00	20,000.00

2. AMENDMENT/MODIFICATION NO. 000002	3. EFFECTIVE DATE 07/18/2016	4. REQUISITION/PURCHASE REQ. NO. 482534	5. PROJECT NO. (If applicable)
6. ISSUED BY PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE SW BLDG T-5 WASHINGTON DC 20223	CODE PRO-PROCUREMENT D	7. ADMINISTERED BY (If other than Item 6) PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE, SW BLDG T-5 WASHINGTON DC 20223	CODE PRO-PROCUREMENT D

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BABEL STREET INC 1818 LIBERTY STREET 5TH FLOOR RESTON VA 20190	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. HSS01-15-C-0040
		10B. DATED (SEE ITEM 13) 09/16/2015
CODE	FACILITY CODE	

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 ACKNOWLEDGEMENT 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) 2016-7020160400TEOAF-ISD-25212-911D01-61000001-0-0-0	Net Increase:	\$34,800.00
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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:
	D. OTHER (Specify type of modification and authority) X Exercise Option and Other Supplement Agreement.

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.)
The purpose of this modification is to add a clin for one license for Investigative Support Division (ISD) for a period of one year with an additional option year (see CLIN 0005 and CLIN 0006). Babel's quotation dated July 14, 2016 is hereby incorporated into the modification as Attachment A.

The total dollar value of the contract is increased from \$1,180,000.00 by \$34,800.00 to \$1,214,800.00.

All other terms and conditions remain in full force and effect.

Delivery Location Code: ISD-INVEST SUPP DIV
950 H STREET NW, INV SUPPRT RM 5700

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) <div style="border: 1px solid black; padding: 2px; text-align: center;">(b)(6);(b)(7)(C)</div>		
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSSS01-15-C-0040/000002

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NAME OF OFFEROR OR CONTRACTOR
BABEL STREET INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	950 H STREET NW INV SUPPORT ROOM 5700 WASHINGTON DC 20223 US Payment: COMMUNICATIONS CENTER (FMD) ATTN: COMML & GOVT PAYMENTS P. O. BOX 6500 SPRINGFIELD VA 22150 FOB: Destination Period of Performance: 07/18/2016 to 07/17/2018 Add Item 0005 as follows:				
0005	Babel X® Annual Subscription 1 BSL-009-000 \$4,200.00 Babel X Data Package 15M Docs BDP-002-000 \$12,600.00 (Total Subscription & Data \$16,800.00) Initial OSINT & Platform Training 3 days \$10,000.00 (Includes travel and training) Third Party Data-Flashpoint 1 user TPD-001-001 \$18,000.00 Grand Total \$34,800.00 for 07/18/2016-07/17/2017 Obligated Amount: \$34,800.00 Delivery: 1 Days After Award Add Item 0006 as follows:	34800	US	1.00	34,800.00
0006	Option for CLIN 0005 (ISD) Babel X® Annual Subscription 1 BSL-009-000 \$4,326.00 Babel X Data Package 15M Docs BDP-002-000 \$12,978.00 (Total Subscription & Data \$17,304.00) Initial OSINT & Platform Training 3 days \$10,300.00 (Includes travel and training) Continued ...	35844	US	1.00	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSSS01-15-C-0040/000002

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NAME OF OFFEROR OR CONTRACTOR
BABEL STREET INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Third Party Data-Flashpoint 1 user TPD-001-001 \$18,540.00 Grand Total \$35,844.00 for 07/18/2017-07/17/2017 Amount: \$35,844.00 (Option Line Item) 07/01/2017				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 000003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE SW BLDG T-5 WASHINGTON DC 20223	CODE PRO-PROCUREMENT D	7. ADMINISTERED BY (If other than Item 6) PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE, SW BLDG T-5 WASHINGTON DC 20223	CODE PRO-PROCUREMENT D
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BABEL STREET INC 1818 LIBERTY STREET 5TH FLOOR RESTON VA 20190		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSS01-15-C-0040	10B. DATED (SEE ITEM 13) 09/16/2015

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 ACKNOWLEDGEMENT 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 Schedule

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) Exercise Option and Other Supplement Agreement.

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.)

The purpose of this administrative modification is to reallocate four (4) licenses of the Babel X Annual Individual Subscription Services including Babel X Data Package (15m Documents per License) and Third Party Data - Flashpoint, from PID to ISD. There is no change to the value of this contract or paying office.

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)

As prescribed in 3.908-9, insert the following clause:

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS (APR 2014)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6);(b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (b)(6);(b)(7)(C)	16C. DATE SIGNED 2/15/2017

NAME OF OFFEROR OR CONTRACTOR
BABEL STREET INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.</p> <p>(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.</p> <p>(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.</p> <p>(End of clause)</p> <p>Payment: COMMUNICATIONS CENTER (FMD) ATTN: COMML & GOVT PAYMENTS P. O. BOX 6500 SPRINGFIELD VA 22150</p> <p>Period of Performance: 07/18/2016 to 07/17/2018</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 000004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 487896	5. PROJECT NO. (If applicable)
6. ISSUED BY PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE SW BLDG T-5 WASHINGTON DC 20223	CODE PRO-PROCUREMENT D	7. ADMINISTERED BY (If other than Item 6) PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE, SW BLDG T-5 WASHINGTON DC 20223	CODE PRO-PROCUREMENT D1
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BABEL STREET INC 1818 LIBERTY STREET 5TH FLOOR RESTON VA 20190		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. HSS01-15-C-0040
			10B. DATED (SEE ITEM 13) 09/16/2015

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 ACKNOWLEDGEMENT 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) Net Increase: \$580,000.00
2017-7020170400OMS-PID-25212-671003-61000001-0-0-0

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) FAR 52.217-9

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.)

The purpose of this modification is to exercise option period 2, CLIN 0003, for the period of 9/28/17 to 9/27/18 in the amount of \$580,000.00.

The total obligation of this contract is now \$1,794,800.00.

All other terms and conditions remain unchanged.

Payment:

COMMUNICATIONS CENTER (FMD)
ATTN: COMML & GOVT PAYMENTS
P. O. BOX 6500
SPRINGFIELD VA 22150

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) <div style="border: 1px solid black; padding: 2px;">(b)(6);(b)(7)(C)</div>		
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSSS01-15-C-0040/000004

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NAME OF OFFEROR OR CONTRACTOR
BABEL STREET INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	FOB: Destination Period of Performance: 09/28/2017 to 09/27/2018 Change Item 0003 to read as follows (amount shown is the obligated amount): Option Year 2 Open Source Intelligence Monitoring (25 user licenses plus training and data feed subscriptions) Obligated Amount: \$580,000.00 USSS BETC: DISB		US	1.00	580,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000005	See Block 16C	490113	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE SW BLDG T-5 WASHINGTON DC 20223	PRO-PROCUREMENT D	PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE, SW BLDG T-5 WASHINGTON DC 20223	PRO-PROCUREMENT D
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
BABEL STREET INC 1818 LIBERTY STREET 5TH FLOOR RESTON VA 20190			
			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. HSS01-15-C-0040
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		09/16/2015

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 ACKNOWLEDGEMENT 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) Net Increase: \$168,750.00
2017-7020170400OMS-PID-25212-671003-61000001-0-0-0

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) FAR 52.212-4

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.)

The purpose of this modification is to add CLIN 7 and add funding in the amount of \$168,750.00 for OSU monitoring of open source information for situational awareness and to support the protective intelligence investigations for night shift from 22:00 pm to 06:00 am for five days a week (Mon-Fri) at contractor's location for one year starting September 28, 2017 to September 27, 2018.

As a result of the modification, the total amount obligated to this order is hereby increased by \$168,750.00 FROM: 1,794,800.00 to \$1,963,550.00.

The total obligation of this contract is now \$1,963,550.00.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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)	
		(b)(6);(b)(7)(C)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSSS01-15-C-0040/000005

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NAME OF OFFEROR OR CONTRACTOR
BABEL STREET INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain unchanged. Payment: COMMUNICATIONS CENTER (FMD) ATTN: COMML & GOVT PAYMENTS P. O. BOX 6500 SPRINGFIELD VA 22150 FOB: Destination Period of Performance: 09/28/2015 to 09/27/2018 Add Item 0007 as follows:				
0007	Watchfloor Night Shift Obligated Amount: \$168,750.00 USSS BETC: DISB POP: 9/28/17 - 9/27/18	168750	US	1.00	168,750.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 000006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE SW BLDG T-5 WASHINGTON DC 20223	CODE PRO-PROCUREMENT D	7. ADMINISTERED BY (If other than Item 6) PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE, SW BLDG T-5 WASHINGTON DC 20223	CODE PRO-PROCUREMENT D
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BABEL STREET INC 1818 LIBERTY STREET 5TH FLOOR RESTON VA 20190		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSSS01-15-C-0040	
		10B. DATED (SEE ITEM 13) 09/16/2015	

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 ACKNOWLEDGEMENT 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) Net Increase: \$35,844.00
See Schedule

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) FAR 52.212-4

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.)

The purpose of this modification is to add 1 licenses to CLIN 0003 and incorporate the Master Subscription Agreement and Locate X Addendum as attached. In addition add (b)(6);(b)(7)(C) as the Point of Contact at (b)(6);(b)(7)(C) As a result of the licenses CLIN 3 is hereby increased by \$35,844.

The Period of performance for the licenses is from September 28, 2017 to September 27, 2018.

As a result of the modification, the total amount obligated to this order is hereby increased by \$35,844 FROM: \$1,963,550.00 TO: \$1,999,394.00.

All other terms and conditions remain unchanged.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6);(b)(7)(C)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSSS01-15-C-0040/000006

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NAME OF OFFEROR OR CONTRACTOR
BABEL STREET INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>Payment: COMMUNICATIONS CENTER (FMD) ATTN: COMML & GOVT PAYMENTS P. O. BOX 6500 SPRINGFIELD VA 22150</p> <p>FOB: Destination Period of Performance: 09/28/2017 to 09/27/2018</p> <p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p> <p>Option Year 2 (1 user licenses) USSS BETC: DISB Requisition No: 487896, 489836</p> <p>Delivery Location Code: PID-PROTECT INTEL DV 950 H STREET NW, INTELLIG, RM 9400 950 H ST NW INTELLIG, RM 9400 WASHINGTON DC 20223 US Quantity: 580000 Accounting Info: 2017-7020170400OMS-PID-25212-671003-61000001-0-0-0 Funded: \$0.00</p> <p>Delivery Location Code: INV-INVESTIGATIONS INV-INVESTIGATIONS 950 H STREET NW AD-INVESTIGATNS ROOM 8900 WASHINGTON DC 20223 US Quantity: 35844 Accounting Info: 2017-7020170400-ISD-25212-100ISD-61000001-0-0-0 Funded: \$35,844.00</p>	35844	US	1.00	35,844.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO 000007	3. EFFECTIVE DATE 09/28/2018	4. REQUISITION/PURCHASE REQ NO 496254	5. PROJECT NO (if applicable)	
6. ISSUED BY PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE SW BLDG T-5 WASHINGTON DC 20223	CODE PRO-PROCUREMENT D	7. ADMINISTERED BY (if other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) BABEL STREET INC ATTN (b)(6);(b)(7)(C) 1818 LIBERTY STREET 5TH FLOOR RESTON VA 20190		(x)	9A. AMENDMENT OF SOLICITATION NO.	
CODE 829429369		FACILITY CODE	9B. DATED (SEE ITEM 11)	
			9C. AMENDMENT OF SOLICITATION NO.	
			9D. DATED (SEE ITEM 11)	
			9E. AMENDMENT OF SOLICITATION NO.	
			9F. DATED (SEE ITEM 11)	
			9G. AMENDMENT OF SOLICITATION NO.	
			9H. DATED (SEE ITEM 11)	
			9I. AMENDMENT OF SOLICITATION NO.	
			9J. DATED (SEE ITEM 11)	
			9K. AMENDMENT OF SOLICITATION NO.	
			9L. DATED (SEE ITEM 11)	
			9M. AMENDMENT OF SOLICITATION NO.	
			9N. DATED (SEE ITEM 11)	
			9O. AMENDMENT OF SOLICITATION NO.	
			9P. DATED (SEE ITEM 11)	
			9Q. AMENDMENT OF SOLICITATION NO.	
			9R. DATED (SEE ITEM 11)	
			9S. AMENDMENT OF SOLICITATION NO.	
			9T. DATED (SEE ITEM 11)	
			9U. AMENDMENT OF SOLICITATION NO.	
			9V. DATED (SEE ITEM 11)	
			9W. AMENDMENT OF SOLICITATION NO.	
			9X. DATED (SEE ITEM 11)	
			9Y. AMENDMENT OF SOLICITATION NO.	
			9Z. DATED (SEE ITEM 11)	
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 ACKNOWLEDGEMENT 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 Schedule Net Increase: \$73,866.68

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) FAR 52.217-8 Option to Extend Services

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.)

The purpose of this modification is to:


1) Establish CLIN 0008 (utilizing FAR clause 52.217-8) for continued Babel X Subscriptions, additional active filters, searches, and included training for twenty-five (25) users;

2) Extend the contract period of performance from September 28, 2018 through November 27, 2018;

3) Change the Contracting Officer's Representative from (b)(6);(b)(7)(C) to (b)(6);(b)(7)(C). (b)(6);(b)(7)(C) can be reached at (b)(6);(b)(7)(C) or (b)(6);(b)(7)(C)

Continued ...

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) Eric A. Bowen, Chief Operating Officer, Babel Street, Inc.	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6);(b)(7)(C)
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9/14/2018
15D. UNITED STATES OF AMERICA	16B. DATE SIGNED 17 September 2018

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSSS01-15-C-0040/000007

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NAME OF OFFEROR OR CONTRACTOR
 BABEL STREET INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0008	<p>4) Change the Contracting Officer from (b)(6);(b)(7)(C) to (b)(6);(b)(7)(C) (b)(6);(b)(7)(C) can be reached at (b)(6);(b)(7)(C) or (b)(6);(b)(7)(C) and</p> <p>5) As a result of the modification, the total amount obligated to this contract is hereby increased from \$1,999,394.00 by \$73,866.68 to \$2,073,260.68.</p> <p>All other terms and conditions remain unchanged.</p> <p>Payment: COMMUNICATIONS CENTER (FMD) ATTN: COMML & GOVT PAYMENTS P. O. BOX 6500 SPRINGFIELD VA 22150</p> <p>FOB: Destination Period of Performance: 09/28/2018 to 11/27/2018</p> <p>Add Item 0008 as follows:</p> <p>FAR 52.217-8 (First two months):</p> <p>Babel X Subscription, Babel X Authorized Users, Product Code BSL-009-000. Quantity of twenty-five (25) at \$380.00 ea. \$9,500.00 Total.</p> <p>Babel Fixed Rate, two hundred-fifty (250) Active Filters, Product Code BDP-002-000. Quantity of one (1) at \$64,366.68 ea. \$64,366.68 Total.</p> <p>Babel X Public Records Search, one thousand (1,000) Searches/User, Product Code BPS-001-000. Quantity of twenty-five (25) included.</p> <p>Babel University, twenty-five (25) Users, Product Code BST-001-000. Quantity of one (1) included. Obligated Amount: \$73,866.68 USSS BETC: DISB</p> <p>Project Data: SII003-SII003_18_0400_03_00-Protective Intelligence & Assessment Division (PID)-252-Online Services-08/29/2018 Accounting Info: Continued ...</p>	73866.68	US	1.00	73,866.68

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
HSSS01-15-C-0040/000007

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NAME OF OFFEROR OR CONTRACTOR
BABEL STREET INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	2018-0400.000DA00.1818D.00-H070H485H000-11000000-S II003-SII003_18_0400_03_00-252031-11010000-6100000 1-0-0-0-0 Funded: \$73,866.68				