

# ORDER FOR SUPPLIES OR SERVICES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/24/2019		2. CONTRACT NO. (If any) 70US0919C70090057		6. SHIP TO: a. NAME OF CONSIGNEE 950 H STREET NW, INV SUPPRT RM 5700			
3. ORDER NO.		4. REQUISITION/REFERENCE NO. See Schedule					
5. ISSUING OFFICE (Address correspondence to) PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE SW BLDG T-5 WASHINGTON DC 20223				b. STREET ADDRESS 950 H STREET NW INV SUPPORT ROOM 5700		c. CITY WASHINGTON	
				d. STATE DC		e. ZIP CODE 20223	
7. TO: a. NAME OF CONTRACTOR BABEL STREET INC				f. SHIP VIA			
b. COMPANY NAME				8. TYPE OF ORDER			
c. STREET ADDRESS 1818 LIBERTY STREET 5TH FLOOR				<input type="checkbox"/> a. PURCHASE 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.		<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 RESTON		e. STATE VA		f. ZIP CODE 20190			
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE (b)(6); (b)(7)(C)			
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" 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 <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB						12. F.O.B. POINT Destination	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple	
						16. DISCOUNT TERMS PROMPT NET 30	
17. SCHEDULE (See reverse for Rejections)							
ITEM NO. (a)	SUPPLIES OR SERVICES (b)			QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	This requirement is to acquire Babel Street Software Licenses with Locate X subscription. Period of Performance: 09/30/2019 to 09/29/2020  Continued ...						
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.			
21. MAIL INVOICE TO:							
a. NAME IPP_USSS						\$649,467.00	
b. STREET ADDRESS (or P.O. Box) 950 H STREET NW							
c. CITY WASHINGTON						d. STATE DC	
						e. ZIP CODE 20223	
22. UNITED STATES OF AMERICA BY (Signature)						23. NAME (Typed) (b)(6); (b)(7)(C) TITLE: CONTRACTING/ORDERING OFFICER	

17(h)  
TOTAL  
(Cont.  
pages)

17(i)  
GRAND  
TOTAL

## ORDER FOR SUPPLIES OR SERVICES

PAGE NO

## SCHEDULE - CONTINUATION

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/24/2019	70US0919C70090057	

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Base Period - Babel Street software licenses with Locate X subscription. USSS BETC: DISB Requisition No: 498209, 500631  Project Data: TEOAF_MAND1_19-TEOAF_MAND1_08-Investigative Support Division (ISD)-252-Online Services-08/23/2019 Accounting Info: 2019-0400.000RA00.1919D.00-H075H495H00 0-09000000-TEOAF_MAND1_19-TEOAF_MAND1_08-252031-09740000-61000001-0-0-0-0 Funded: (b)(4)  Project Data: TEOAF_SEF1_19-TEOAF_SEF1_04-Investigative Support Division (ISD)-252-Online Services-03/31/2019 Accounting Info: 2019-0400.000RA00.1919D.00-H075H495H00 0-09000000-TEOAF_SEF1_19-TEOAF_SEF1_04-252031-09740000-61000001-0-0-0-0 Funded: (b)(4)					
1001	Option Period 1 - Babel Street software licenses with Locate X subscription. USSS BETC: DISB Amount: (b)(4) (Option Line Item) 09/30/2020				(b)(4)	
2001	Option Period 2 - Babel Street software licenses with Locate X subscription. USSS BETC: DISB Amount: (b)(4) (Option Line Item) 09/30/2021  The total amount of award: (b)(4) The obligation for this award is shown in Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$649,467.00

ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION

PAGE NO  
3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER  
09/24/2019

CONTRACT NO.  
70US0919C70090057

ORDER NO.

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	box 17 (i) .					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

## Table of Contents

(b)(4)



## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 STATEMENT OF WORK

#### A. Background

(b)(4)

#### B. Scope / Purpose & Objective

(b)(4)

#### C. Privacy Act

Work on this project may require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

#### D. Period of Performance / Delivery

The period of performance shall be one (1) Base Period and two (2) twelve month option periods.

#### E. Place of Performance / Delivery

The place of performance will be 950 H St. NW, Washington, DC 20223, or other designated locations based on the needs of the USSS.

(b)(4)

## **B. System Requirements**

(b)(4)

(b)(4)

#### **D. Advance Searching / Queries**

(b)(4)

(b)(4)

## **E. Search Results Output**

(b)(4)

## **F. Export Functionality**

(b)(4)

## **H. Software Accessibility**

(b)(4)

## **I. Data Sources**

(b)(4)

## **J. Social Media Sources**

(b)(4)

## **L. Automated Notifications**

(b)(4)

## **M. User Training**

(b)(4)

### **3. SPECIFIC FUNCTIONAL REQUIREMENTS**

(b)(4)

(b)(4)

## **E. Alerts**

(b)(4)

## **F. Individual Document View**

(b)(4)

(b)(4)

## **G. Internet Protocol (IP) Resolution**

(b)(4)

## **H. System Administration**

(b)(4)

## **I. Auditing**

(b)(4)



(b)(4)

**J. Analytics**

(b)(4)

**K. Collaboration**

(b)(4)

**4. DELIVERABLES**

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

(b)(4)

(b)(4)

**\*Contingent on authorization for facility access.**

**B. Usage Reporting**

(b)(4)

**C. Inspection and Acceptance Process**

(b)(4)

**D. Documentation Ownership**

(b)(4)

**E. Contracting Officer's Representative (COR):**

(b)(4)

**Contract Officer Representative:**

Name: (b)(6); (b)(7)(C)  
Address: United States Secret Service  
950 H ST NW 7800  
Washington , DC 20223

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

**Contract Specialist:**

Name: (b)(6); (b)(7)(C)  
Address: United States Secret Service  
950 H ST NW 7800  
Washington , DC 20223

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

**Contract Officer:**

Name: (b)(6); (b)(7)(C)  
Address: United States Secret Service  
950 H ST NW 7800  
Washington , DC 20223

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

## **B.2 CONTRACT ADMINISTRATION DATA**

1. Contract Administration: All contract administration matters will be handled by the following individuals:

- a. CONTRACTOR: Babel Street  
1818 Library St Ste 500  
Reston, VA, 20190-6274,
- b. GOVERNMENT: (b)(6); (b)(7)(C)  
Contracting Officer  
United States Secret Service  
950 H ST NW 6700  
Washington DC, 20223

## **B.3 PRICE SCHEDULE**

Base Year					
The Period of performance shall be 9/30/2019 through 9/29/2020.					
ITEM	Description	Quantity	Unit	Unit Price	Total Price
0001	Babel X Subscriptions (12 Months )	(b)(4)			
0002	Babel X: Babel Research Subscription (12 Months)				
0003	Premium Data Feed - Twitter (12 Months )				
0004	Babel University Training and Support				
0005	Locate X Subscription (12 Months)				
0006	Locate X Premium (12 Months)				
0007	Public Records Search (1k)				
Base Year Total					\$649,467.00
Option Period One					
This 12-month option period may be exercised IAW FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer. If exercised, this option shall commence immediately after expiration of the Base Period.					
ITEM	Description	Quantity	Unit	Unit Price	Total Price
1001	Babel X Subscription (12 Months)	(b)(4)			
1002	Babel X: Babel Research Subscription (12 Months)				
1003	Premium Data Feed - Twitter (12 Months )				
1004	Babel University Training and Support				

1005	Locate X Subscription (12 Months)	(b)(4)
1006	Locate X Premium (12 Months)	
1007	Public Records Search (1k)	

**Option Period One Total**

(b)(4)

**Option Period Two**

This 12-month option period may be exercised IAW FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer. If exercised, this option shall commence immediately after expiration of Option Period One.

ITEM	Description	Quantity	Unit	Unit Price	Total Price
2001	Babel X Subscriptions (12 Months )	(b)(4)			
2002	Babel X: Babel Research Subscription (12 Months)				
2002	Premium Data Feed - Twitter (12 Months )				
2003	Babel University Training and Support				
2004	Locate X Subscription (12 Months)				
2005	Locate X Premium (12 Months)				
2006	Public Records Search (1k)				

**Option Period Two Total**

(b)(4)

**Optional CLINS – Base Year**

These Optional Line Items may be exercised IAW FAR 52.217-7, Option for Increased Quantity-Separately Priced Line Item (MAR 1989). The Government may require the delivery of the numbered line items, identified below, as an option item, in the quantity and at the price stated in the Schedule.

ITEM	Description	Quantity	Unit	Unit Price
3001	Babel X Subscriptions (12 Months )	(b)(4)		
3002	Babel X: Babel Research Subscription			
3003	Locate X Subscription			
3004	Locate X Premium			

**Optional CLINS – Option Year One**

These Optional Line Items may be exercised IAW FAR 52.217-7, Option for Increased Quantity-Separately Priced Line Item (MAR 1989). The Government may require the delivery of the numbered line items, identified below, as an option item, in the quantity and at the price stated in the Schedule.

ITEM	Description	Quantity	Unit	Unit Price
4001	Babel X Subscriptions (12 Months )	(b)(4)		
4002	Babel X: Babel Research Subscription			
4003	Locate X Subscription			
4004	Locate X Premium			

**Optional CLINS – Option Year Two**

These Optional Line Items may be exercised IAW FAR 52.217-7, Option for Increased Quantity-Separately Priced Line Item (MAR 1989). The Government may require the delivery of the numbered line items, identified below, as an option item, in the quantity and at the price stated in the Schedule.

ITEM	Description	Quantity	Unit	Unit Price
5001	Babel X Subscriptions (12 Months )	(b)(4)		
5002	Babel X: Babel Research Subscription			
5003	Locate X Subscription			
5004	Locate X Premium			
Total Contract Price				(b)(4)

## SECTION C - CONTRACT PROVISIONS AND CLAUSES

(b)(4)



(End of Provision)

### **C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

(b)(4)





(b)(4)

(End of clause)

(b)(4)

(b)(4)

**(End of Provision)**

(b)(4)

X\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_(5) [Reserved].

\_\_\_(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

X\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

\_\_\_(10) [Reserved].

\_\_\_(11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C.657a).

\_\_\_(ii) Alternate I (Nov 2011) of 52.219-3.

\_\_\_(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_(ii) Alternate I (Jan 2011) of 52.219-4.

\_\_\_(13) [Reserved]

\_\_\_(14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C.644).

\_\_\_(ii) Alternate I (Nov 2011).

\_\_\_(iii) Alternate II (Nov 2011).

\_\_\_(15) (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.

X\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_(17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4))

\_\_\_(ii) Alternate I (Jan 2017) of 52.219-9.

\_\_\_(iii) Alternate II (Nov 2016) of 52.219-9.

\_\_\_(iv) Alternate III (Nov 2016) of 52.219-9.

\_\_\_(v) Alternate IV (Aug 2018) of 52.219-9

\_\_\_(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

\_\_\_(19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C.637(a)(14)).

\_\_\_(20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

X\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

\_\_\_(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

\_\_\_(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X\_(25) 52.222-3, Convict Labor (June 2003) (E.O.11755).

X\_(26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2018) (E.O.13126).

X\_(27) 52.222-21, Prohibition of Segregated Facilities (Apr2015).

X\_(28) (i) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).

\_\_\_(ii) Alternate I (Feb 1999) of 52.222-26.

X\_(29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

\_\_\_(ii) Alternate I (July 2014) of 52.222-35.

X\_(30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).

\_\_\_(ii) Alternate I (July 2014) of 52.222-36.

X\_(31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

X\_(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X\_(33) (i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_(34) 52.222-54, Employment Eligibility Verification (Oct 2015). (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.)

\_\_\_(35) (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.)

\_\_\_(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_\_(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun2016) (E.O. 13693).

\_\_\_(38) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_(ii) Alternate I (Oct 2015) of 52.223-13.

\_\_\_(39) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_(ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_(41) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_\_(ii) Alternate I (Jun 2014) of 52.223-16.

X\_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_(43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_\_(44) 52.223-21, Foams (Jun 2016) (E.O. 13693).

\_\_\_(45) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

\_\_\_(ii) Alternate I (Jan 2017) of 52.224-3.

\_\_\_(46) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_(47) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_(ii) Alternate I (May 2014) of 52.225-3.

\_\_\_(iii) Alternate II (May 2014) of 52.225-3.

\_\_\_(iv) Alternate III (May 2014) of 52.225-3.

\_\_\_(48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X\_ (49) 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).

\_\_\_(50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_(53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).

\_\_\_(54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).

X\_ (55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).

\_\_\_(56) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).

\_\_\_(57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).

\_\_\_(58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_(59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

\_\_\_(60) (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.

\_\_\_(iii) Alternate II (Feb 2006) 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) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

\_\_\_(2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

\_\_\_(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014)

(29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

\_\_\_(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

\_\_\_(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(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 (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sept 2015) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
- (xi) 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.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiii)
  - (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
  - (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix)
  - (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
  - (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 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)

#### **C.6 3052.205-70, Advertisements, Publicizing Awards, and Releases. (SEP 2012)**

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

(End of Clause)

#### **C.7 3052.209-70, Prohibition on Contracts with Corporate Expatriates. (JUN 2006)**

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related



transactions)-

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held-

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic

corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure. The offeror under this solicitation represents that (Check one):

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000

through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Provision)

**C.8 3052.205-70, Advertisements, Publicizing Awards, and Releases. (SEP 2012)**

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

(End of Clause)

**C.9 3052.209-70, Prohibition on Contracts with Corporate Expatriates. (JUN 2006)**

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)-

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held-

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common

control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure. The offeror under this solicitation represents that (Check one):

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Provision)

**C.10 3052.242-72, Contracting Officer's Representative. (DEC 2003)**

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Representative (COR) to perform functions under the contract



such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COR under the contract.

(b) The Contracting Officer cannot authorize the COR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

**(End of Clause)**

**C.11 USSS 3052.204-90, Unauthorized Use of the U.S. Secret Service Name.**

In accordance with 18 U.S.C. 709, any contractor, except with the written permission of the Director of the U.S. Secret Service, who knowingly uses the words "Secret Service", "Secret Service Uniformed Division", "U.S.S.S.", "U.D." or any colorable imitation or such words or initials, in connection with or as a part of any advertisement, circular, book, pamphlet or other publication, play, motion picture, broadcast, telecast, other production, product or item, in a manner reasonably calculated to convey the impression that such advertisement, circular, book, pamphlet or other publication, product, or item, is approved, endorsed, or authorized by or by associated in any manner with, the U.S. Secret Service or the U.S. Secret Service Uniformed Division shall be punishable as follows: a corporation, partnership, business trust, association, or other business entity, by a fine under this title; an officer or member thereof participating or knowingly acquiescing in such violation or any individual violating this section, by a fine under this title or imprisonment for not more than one year, or both.

**(End of Clause)**

**C.12 USSS 3052.1107-70, Electronic Submission of Payment Requests.**

- a) *Definition.* "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.
- b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information, is available at [www.ipp.gov](http://www.ipp.gov) or any successor site.
- c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.

- d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 498209		PAGE OF 1 36	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 70US0919Q70090449	
						6. SOLICITATION ISSUE DATE 09/06/2019	
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME (b)(6); (b)(7)(C)		b. TELEPHONE NUMBER (b)(6); (b)(7)(C)		8. OFFER DUE DATE/LOCAL TIME 09/11/2019 1000 ET	
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: 541519  SIZE STANDARD: \$150.			
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)		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  950 H STREET NW, INV SUPPRT RM 5700 950 H STREET NW INV SUPPORT ROOM 5700 WASHINGTON DC 20223		CODE ISD-INVEST SUPP DIV		16. ADMINISTERED BY  PRO-PROCUREMENT DIV COMMUNICATIONS CENTER (PRO) 245 MURRAY LANE SW BLDG T-5 WASHINGTON DC 20223		CODE PRO-PROCUREMENT	
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.							
<input type="checkbox"/> 17b. 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			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	This requirement is to acquire Babel Street Software Licenses with Locate X subscription.  Base Period - Babel Street software licenses with Locate X subscription. USSS BETC: DISB  Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)			1	EA		X
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<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 type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input 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 (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		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
1001	Option Period 1 - Babel Street software licenses with Locate X subscription. USSS BETC: DISB (Option Line Item) 0 Days After Award	(b)(4)			
2001	Option Period 2 - Babel Street software licenses with Locate X subscription. USSS BETC: DISB (Option Line Item) 0 Days After Award				

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  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	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
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

## Table of Contents

(b)(4)

## SECTION A - INSTRUCTION TO OFFERORS

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## F. Points of Contact

### Contract Officer Representative:

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

Address: United States Secret Service  
950 H ST NW 7800  
Washington, DC 20223

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

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

### Contract Specialist:

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

Address: United States Secret Service  
950 H ST NW 7800  
Washington, DC 20223

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

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

### Contracting Officer

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

Address: United States Secret Service  
950 H ST NW 7800  
Washington, DC 20223

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

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



## **B.2 CONTRACT ADMINISTRATION DATA**

1. Contract Administration: All contract administration matters will be handled by the following individuals:

- a. CONTRACTOR: Babel Street  
1818 Library St Ste 500  
Reston, VA, 20190-6274,
- b. GOVERNMENT: (b)(6); (b)(7)(C)  
Contracting Officer  
United States Secret Service  
950 H ST NW 6700  
Washington DC, 20223

## **B.3 PRICE SCHEDULE**

**NOTE:** Vendors are instructed to complete Section B.3 and submit with their quote. All questions shall be directed to the Contract Specialist, (b)(6); (b)(7)(C) and prior to the closing date and time specified in the Request for Quote (RFQ).

Base Year					
The Period of performance shall be 9/30/2019 through 9/29/2020.					
ITEM	Description	Quantity	Unit	Unit Price	Total Price
0001	Babel X Subscriptions (12 Months )	(b)(4)			
0002	Babel X: Babel Research Subscription (12 Months)				
0003	Premium Data Feed - Twitter (12 Months )				
0004	Babel University Training and Support				
0005	Locate X Subscription (12 Months)				
0006	Locate X Premium (12 Months)				
0007	Public Records Search (1k)				
Base Year Total					\$
Option Period One					
This 12-month option period may be exercised IAW FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer. If exercised, this option shall commence immediately after expiration of the Base Period.					
ITEM	Description	Quantity	Unit	Unit Price	Total Price
1001	Babel X Subscription	(b)(4)			

	(12 Months )				
1002	Babel X: Babel Research Subscription (12 Months)	(b)(4)			
1003	Premium Data Feed - Twitter (12 Months )				
1004	Babel University Training and Support				
1005	Locate X Subscription (12 Months)				
1006	Locate X Premium (12 Months)				
1007	Public Records Search (1k)				
Option Period One Total				\$	
Option Period Two					
This 12-month option period may be exercised IAW FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000). Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer. If exercised, this option shall commence immediately after expiration of Option Period One.					
ITEM	Description	Quantity	Unit	Unit Price	Total Price
2001	Babel X Subscriptions (12 Months )	(b)(4)			
2002	Babel X: Babel Research Subscription (12 Months)				
2002	Premium Data Feed - Twitter (12 Months )				
2003	Babel University Training and Support				
2004	Locate X Subscription (12 Months)				
2005	Locate X Premium (12 Months)				
2006	Public Records Search (1k)				
Option Period Two Total				\$	
Optional CLINS					
These Optional Line Items may be exercised IAW FAR 52.217-7, Option for Increased Quantity-Separately Priced Line Item (MAR 1989). The Government may require the delivery of the numbered line items, identified below, as an option item, in the quantity and at the price stated in the Schedule.					
ITEM	Description	Quantity	Unit	Unit Price	
3001	Babel X Subscriptions (12 Months )	(b)(4)			
3002	Babel X: Babel Research Subscription				
3003	Locate X Subscription				
3004	Locate X Premium				
Total Contract Price				\$	

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(b)(4)

**From:** (b)(6); (b)(7)(C)  
**Sent:** Fri, 25 Oct 2019 15:41:31 +0000  
**To:** (b)(6); (b)(7)(C) (PRO)  
**Cc:** (b)(6); (b)(7)(C)  
**Subject:** Babel Street Invoice  
**Attachments:** Babel Street Invoice 10557 (Due 30OCT2019)[2].pdf,  
Contract\_70US0919C70090057 - Fully Executed Award[2].pdf

(b)(6);  
(b)(7)(C)

Thanks for taking my call. Regarding the invoice we would like to get processed, I've included the relevant information below:

Contract #: 70US0919C70090057  
Invoice#: 10557

I've also attached copies of the invoice and purchase order. The Finance POC on our end is:

(b)(6); (b)(7)(C)

Please have your Finance team CC or contact (b)(6); (b)(7)(C) directly for all concerns/questions regarding this invoice.

V/r,

(b)(6); (b)(7)(C)

[www.babelstreet.com](http://www.babelstreet.com)

Washington D.C. | London | Canberra | San Francisco



1818 Library Street, Suite 500  
Reston, VA 20190 US  
(703) 956-3572  
accounting@babelstreet.com  
www.babelstreet.com

**BILL TO**

United States Secret  
Service Investigation  
Services Division  
950 H Street NW Suite  
5700  
Washington, DC 20223  
US

**INVOICE #** 10557  
**DATE** 09/30/2019  
**DUE DATE** 10/30/2019  
**TERMS** Net 30

**P.O. NUMBER**

70US0919C70090057

**SALES REP**

(b)(6); (b)(7)(C)

**DESCRIPTION****QTY****RATE****AMOUNT****BXC-LE1-001**

Babel X® Subscription  
POP: 30SEP2019-29SEP2020

**BXR-001-001**

Babel Research Subscription

**BPS-002-000**

Additional Public Records Search

**RTP-001-001**

Twitter Premium Data - 1.715M Records/Month

**TPD-LE1-002**

Premium Data Feed - Locate X™

**TPD-003-002**

Locate X™ Premium Subscription

(b)(4)

(b)(4)

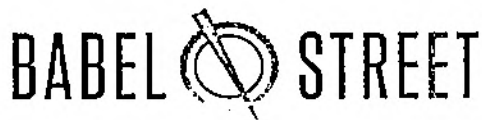
**BALANCE DUE**

**\$649,467.00**

Payment by check in US Dollars (USD): Make payable to: Babel Street, Inc. and mail to: 1818 Library Street, Suite 500, Reston, VA 20190

\*\*\*\*\*

(b)(4)



Date: September 12, 2019  
Order # (b)(4)  
Solicitation # 70US0919Q70050449  
Base Year

Customer (User):  
United States Secret Service Investigation Services Division  
950 H Street, Northwest  
Washington, DC 20223

Babel Street Contact:

(b)(6); (b)(7)(C)  
(b)(6); (b)(7)(C)  
(b)(6); (b)(7)(C)

Additional Terms (if checked)

Locate X Addendum: ☒

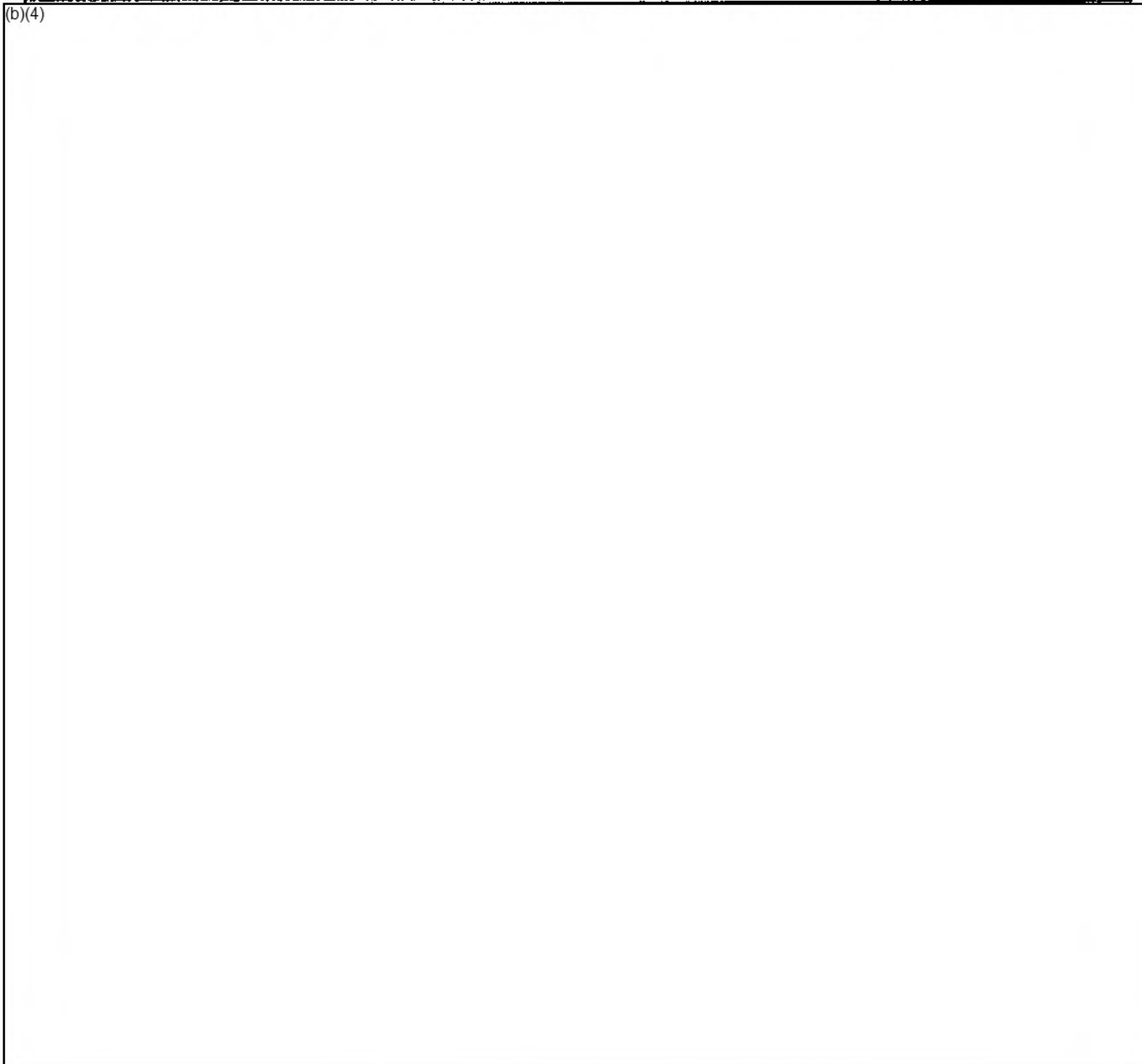
Product	Term	Product Code	List Price	Extended Price	Qty	Total Price
Babel X Subscription	Annual	BXC-LE1-001	(b)(4)			
(b)(4)						
(b)(4)						
Babel X: Babel Research Subscription	Annual	BXR-001-001	(b)(4)			
(b)(6); (b)(7)(C)						
(b)(4)						
Additional Public Records Search	Annual	BPS-002-000	(b)(4)			
(b)(4)						
Premium Data Feed - Twitter	Annual	RTP-001-001	(b)(4)			
(b)(4)						
Premium Data Feed - Locate X	Annual	TPD-LE1-002	(b)(4)			
(b)(4)						
Locate X Premium	Annual	TPD-003-002	(b)(4)			
(b)(4)						

Order Form Total: \$649,467.00

OPTIONAL CLINS\*

Product	Term	Product Code	List Price	Extended Price	Qty	Total Price
Babel X Subscription	Annual	BXC-LE1-001	(b)(4)			
(b)(4)						
Babel X: Babel Research Subscription	Annual	BXR-001-001	(b)(4)			
(b)(4)						
Locate X™ Subscription	Annual	TPD-LE1-002	(b)(4)			
(b)(4)						
Locate X Premium	Annual	TPD-003-002	(b)(4)			
(b)(4)						
(b)(4)						

(b)(4)



Additional Terms:

(b)(4)

Babel Street, Inc.

Signature

(b)(6); (b)(7)(C)

Name

(b)(6); (b)(7)(C)

Title

Chief Operating Officer

Date

September 30, 2019

United States Secret Service Investigation Services Division

Signature

(b)(6); (b)(7)(C)

Name

(b)(6); (b)(7)(C)

Title

Senior Special Agent

Date

9/29/19

PO#

70US0919Q70090449  
70US0919C70090057

Send

Invoice

To Email:

IPP

(b)(4)

BABEL STREET, INC.  
END USER SUBSCRIPTION TERMS  
LOCATE X™ ADDENDUM

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives, effective as of the Addendum Effective Date set forth below.

Babel Street, Inc.

Signature

(b)(6); (b)(7)(C)

Name

(b)(6); (b)(7)(C)

Title

Chief Operating Officer

Date ("Addendum  
Effective Date")

September 30, 2019

Subscription  
Agreement:

<https://www.babelstreet.com/legal/enduserterms-g.pdf>

United States Secret Service Investigation Services Division

Signature

(b)(6); (b)(7)(C)

Name

(b)(6); (b)(7)(C)

Title

Senior Special Agent

Date

9/29/19

dated as of

9/29/19

Form as of 072618 (End User Terms Addendum)

EN:

**From:** (b)(6); (b)(7)(C) (PRO)  
**Sent:** Fri, 25 Oct 2019 15:55:12 +0000  
**To:** (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C)  
**Subject:** RE: Babel Street Invoice

Thanks (b)(6); (b)(7)(C)

I've forwarded to our finance POC and requested expedited processing. I appreciate your patience.

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

Contract Specialist  
United States Secret Service  
Washington, DC  
Office: (b)(6); (b)(7)(C)



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---

**From:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Sent:** Friday, October 25, 2019 11:42 AM  
**To:** (b)(6); (b)(7)(C) (PRO) (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(6); (b)(7)(C)  
**Subject:** Babel Street Invoice

(b)(6); (b)(7)(C)

Thanks for taking my call. Regarding the invoice we would like to get processed, I've included the relevant information below:

Contract #: 70US0919C70090057  
Invoice#: 10557

I've also attached copies of the invoice and purchase order. The Finance POC on our end is:

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

**Main:** (b)(6); (b)(7)(C)

**Direct:** (b)(6); (b)(7)(C)

**Mobile** (b)(6); (b)(7)(C)

Please have your Finance team CC or contact (b)(6); (b)(7)(C) directly for all concerns/questions regarding this invoice.

V/r,

(b)(6); (b)(7)(C)

--  
(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

**Direct:** (b)(6); (b)(7)(C)

**Mobile** (b)(6); (b)(7)(C)

[www.babelstreet.com](http://www.babelstreet.com)

*Washington D.C. | London | Canberra | San Francisco*



**From:** (b)(6); (b)(7)(C)  
**Sent:** Wed, 30 Oct 2019 15:47:19 +0000  
**To:** (b)(6); (b)(7)(C) (PRO)  
**Cc:** (b)(6); (b)(7)(C)  
**Subject:** Re: Babel Street Invoice

Hi (b)(6); (b)(7)(C)

Any word from your finance team on the status of this?

V/r,

(b)(6); (b)(7)(C)

--

(b)(6); (b)(7)(C)

**Direct:** (b)(6); (b)(7)(C)

**Mobile:** (b)(6); (b)(7)(C)

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---

**From:** (b)(6); (b)(7)(C) (PRO)" (b)(6); (b)(7)(C)  
**Date:** Friday, October 25, 2019 at 11:55 AM  
**To:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Subject:** RE: Babel Street Invoice

Thanks (b)(6); (b)(7)(C)

I've forwarded to our finance POC and requested expedited processing. I appreciate your patience.

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

Contract Specialist  
United States Secret Service  
Washington, DC  
Office (b)(6); (b)(7)(C)



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---

**From:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Sent:** Friday, October 25, 2019 11:42 AM  
**To:** (b)(6); (b)(7)(C) (PRO) (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(6); (b)(7)(C)  
**Subject:** Babel Street Invoice

(b)(6); (b)(7)(C)

Thanks for taking my call. Regarding the invoice we would like to get processed, I've included the relevant information below:

Contract #: 70US0919C70090057  
Invoice#: (b)(6); (b)(7)(C)

I've also attached copies of the invoice and purchase order. The Finance POC on our end is:

(b)(6); (b)(7)(C)  
(b)(6); (b)(7)(C)  
Main: (b)(6); (b)(7)(C)  
Direct: (b)(6); (b)(7)(C)  
Mobile: (b)(6); (b)(7)(C)

Please have your Finance team CC or contact (b)(6); (b)(7)(C) directly for all concerns/questions regarding this invoice.

V/r,

(b)(6); (b)(7)(C)

--  
(b)(6); (b)(7)(C)

**Direct:** (b)(6); (b)(7)(C)

**Mobile**

[www.babelstreet.com](http://www.babelstreet.com)

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**From:** (b)(6); (b)(7)(C) (FMD)  
**Sent:** Mon, 21 Oct 2019 18:44:46 +0000  
**To:** (b)(6); (b)(7)(C) (FMD)  
**Cc:** (b)(6); (b)(7)(C)  
**Subject:** RE: 70us0919c70090057 Babel Street

Hi (b)(6); (b)(7)(C)

Please provide me with your full name, first name.

Thanks

(b)(6); (b)(7)(C)  
Chief, Financial Payments Branch  
Financial Management Division  
Office of the Chief Financial Officer  
Direct (b)(6); (b)(7)(C)

---

**From:** (b)(6); (b)(7)(C) (FMD) (b)(6); (b)(7)(C)  
**Sent:** Monday, October 21, 2019 9:31 AM  
**To:** (b)(6); (b)(7)(C) (FMD) (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Subject:** 70us0919c70090057 Babel Street

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

Could you provide some assistance ?

Thanks,

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

*Financial Payments Branch*

(b)(6); (b)(7)(C)

**From:** (b)(6); (b)(7)(C)  
**Sent:** Wed, 25 Mar 2020 12:49:30 +0000  
**To:** (b)(6); (b)(7)(C) (ISD); (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C) (ISD)  
**Subject:** Re: (b)(4)  
**Attachments:** (b)(4)

Good Morning (b)(6); (b)(7)(C)

(b)(4)

V/r,

(b)(6); (b)(7)(C)

--

(b)(4)

**Direct:** (b)(6); (b)(7)(C)

**Mobile:** (b)(6); (b)(7)(C)

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Washington D.C. | London | Canberra | San Francisco

---

**From:** (b)(6); (b)(7)(C) (ISD)" (b)(6); (b)(7)(C)  
**Date:** Wednesday, March 25, 2020 at 1:45 AM  
**To:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C) (ISD)" (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
(b)(6); (b)(7)(C)  
**Subject:** RE: (b)(4)

Hello sir,

(b)(4)

(b)(6); (b)(7)(C)

Investigative Support Division

(b)(6); (b)(7)(C) (ops center)  
(desk)

Except for criminal histories generated through law enforcement databases, none of the information furnished by ISD should be used as probable cause for warrants. Data should be independently corroborated. Data is presented without discrimination. For law enforcement use only.

---

**From:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Sent:** Wednesday, March 11, 2020 3:44 PM  
**To:** (b)(6); (b)(7)(C) ISD (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
(b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C) (ISD) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) ISD  
(b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (ISD) (b)(6); (b)(7)(C)  
**Subject:** Re: (b)(4)

Thank you for the phone call (b)(6); (b)(7)(C)

(b)(4)

Best,

(b)(6); (b)(7)(C)

*Solutions Specialist – Babel Street*

Mobile (b)(6); (b)(7)(C)

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---

**From:** (b)(6); (b)(7)(C) (ISD)" (b)(6); (b)(7)(C)  
**Date:** Wednesday, March 11, 2020 at 3:05 PM  
**To:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C) (ISD)" (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (ISD)"  
(b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (ISD)"  
(b)(6); (b)(7)(C)  
**Subject:** RE: (b)(4)

Thank you for your time today gentlemen.

(b)(4)

Thanks again!

(b)(6); (b)(7)(C)

Investigative Support Division

(b)(6); (b)(7)(C) ops center)

(b)(6); (b)(7)(C) (desk)

**Except for criminal histories generated through law enforcement databases, none of the information furnished by ISD should be used as probable cause for warrants. Data should be independently corroborated. Data is presented without discrimination. For law enforcement use only.**

---

**From:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)

**Sent:** Wednesday, March 11, 2020 2:31 PM

**To:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)

**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C) (b)(6); (b)(7)(C)

**Subject: Re:** (b)(4)

(b)(4); (b)(6); (b)(7)(C)

Best,

(b)(6); (b)(7)(C)

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---

**From:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)

**Date:** Wednesday, March 11, 2020 at 2:25 PM

**To:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)

**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)

**Subject: RE:** (b)(4)

Sure. What time and number?

(b)(6); (b)(7)(C)

Investigative Support Division

(b)(6); (b)(7)(C) ops center)

(b)(6); (b)(7)(C) (desk)

**Except for criminal histories generated through law enforcement databases, none of the information furnished by ISD should be used as probable cause for warrants. Data should be independently corroborated. Data is presented without discrimination. For law enforcement use only.**

---

**From:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)

**Sent:** Wednesday, March 11, 2020 2:22 PM

**To:** (b)(6); (b)(7)(C) ISD (b)(6); (b)(7)(C)

**Cc:** (b)(6); (b)(7)(C) ISD (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) ISD

(b)(6); (b)(7)(C) (b)(6); (b)(7)(C) ISD (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C) (b)(6); (b)(7)(C)

**Subject:** Re: (b)(4)

Good afternoon (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

Best,

(b)(6); (b)(7)(C)

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---

**From:** (b)(6); (b)(7)(C) ISD (b)(6); (b)(7)(C)

**Date:** Wednesday, March 11, 2020 at 12:15 PM

**To:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)

**Cc:** (b)(6); (b)(7)(C) ISD (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) ISD"



(b)(6); (b)(7)(C) (b)(6); (b)(7)(C) ISD)"

(b)(6); (b)(7)(C)

**Subject** (b)(4)

Good afternoon (b)(6); (b)(7)(C)

(b)(4); (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

Investigative Support Division

(b)(6); (b)(7)(C) (ops center)

(b)(6); (b)(7)(C) (desk)

**Except for criminal histories generated through law enforcement databases, none of the information furnished by ISD should be used as probable cause for warrants. Data should be independently corroborated. Data is presented without discrimination. For law enforcement use only.**

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March 20, 2020

(b)(4)

BABEL STREET, INC.

(b)(4)

(b)(4)

### Scenario 1

Product	Term	Unit Price	QTY	Total Price
Babel X Subscription	Annual	(b)(4)		
(b)(4)				
Premium Data Feed - Locate X	Annual	(b)(4)		
(b)(4)				
Locate X Premium	Annual	(b)(4)		
(b)(4)				
Option Period 1 Total				(b)(4)
Option Period 2 Total				(b)(4)

### OPTIONAL CLINS\*

Product	Term	Unit Price	QTY	Total Price
Babel X Subscription	Annual	(b)(4)		
Babel X: Babel Research Subscription	Annual	(b)(4)		
Premium Data Feed - Locate X	Annual	(b)(4)		
Locate X Premium	Annual	(b)(4)		
(b)(4)				

(b)(4)

**Scenario 2**

Product	Term	Unit Price	QTY	Total Price
<b>Babel X Subscription</b>	Annual	(b)(4)		
(b)(4)				
<b>Premium Data Feed - Locate X</b>	Annual	(b)(4)		
(b)(4)				
<b>Locate X Premium</b>	Annual	(b)(4)		
(b)(4)				
<b>Pilot - Babel X: Babel Research with Locate X and Locate X Premium</b>	1 Month	(b)(4)		
(b)(4)				
<b>Option Period 1 Total</b>				(b)(4)
<b>Option Period 2 Total</b>				(b)(4)

**OPTIONAL CLINS\***

Product	Term	Unit Price	QTY	Total Price
<b>Babel X Subscription</b>	Annual	(b)(4)		
<b>Babel X: Babel Research Subscription</b>	Annual	(b)(4)		
<b>Premium Data Feed - Locate X</b>	Annual	(b)(4)		
<b>Locate X Premium</b>	Annual	(b)(4)		
<b>Pilot - Babel X: Babel Research with Locate X and Locate X Premium</b>	1 Month	(b)(4)		
(b)(4)				

(b)(4)

## Scenario 3

Product	Term	Unit Price	QTY	Total Price
<b>Babel X Subscription</b>	Annual	(b)(4)		
(b)(4)				
<b>Babel X: Babel Research Subscription</b>	Annual	(b)(4)		
(b)(4)				
<b>Premium Data Feed - Locate X</b>	Annual	(b)(4)		
(b)(4)				
<b>Locate X Premium</b>	Annual	(b)(6); (b)(7)(C)		
(b)(4)				
<b>Option Period 1 Total</b>				(b)(4)
<b>Option Period 2 Total</b>				(b)(4)

### OPTIONAL CLINS\*

Product	Term	Unit Price	QTY	Total Price
<b>Babel X Subscription</b>	Annual	(b)(4)		
<b>Babel X: Babel Research Subscription</b>	Annual	(b)(4)		
<b>Premium Data Feed - Locate X</b>	Annual	(b)(4)		
<b>Locate X Premium</b>	Annual	(b)(4)		

(b)(4)

(b)(4)

**From:** (b)(6); (b)(7)(C) (FMD)  
**Sent:** Mon, 21 Oct 2019 13:31:06 +0000  
**To:** (b)(6); (b)(7)(C) (FMD)  
**Cc:** (b)(6); (b)(7)(C)  
**Subject:** 70us0919c70090057 Babel Street

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

Could you provide some assistance ?

Thanks,

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

*Financial Payments Branch*

(b)(6); (b)(7)(C)

**From:** (b)(6); (b)(7)(C) PRO)  
**Sent:** Mon, 6 Jul 2020 14:38:06 +0000  
**To:** (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C) (ISD)  
**Subject:** Babel Street Contract 70US0919C70090057

Good morning (b)(6); (b)(7)(C)

(b)(4)

Thanks,

(b)(6); (b)(7)(C)

Contracting Officer  
United States Secret Service  
Procurement Division

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)



**From:** (b)(6); (b)(7)(C)  
**Sent:** Tue, 3 Dec 2019 15:10:09 +0000  
**To:** (b)(6); (b)(7)(C) (PRO)  
**Cc:** (b)(6); (b)(7)(C)  
**Subject:** Babel Street Invoice 10557

Hi (b)(6); (b)(7)(C)

(b)(4)

V/r,

(b)(6); (b)(7)(C)

--  
(b)(6); (b)(7)(C)

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**From:** (b)(6); (b)(7)(C) (PRO)  
**Sent:** Thu, 26 Sep 2019 18:07:45 +0000  
**To:** (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Subject:** 70US0919C70090057 Babel Street (Secret Service)  
**Attachments:** Contract\_70US0919C70090057 - Fully Executed Award.pdf

Good Afternoon,

(b)(4); (b)(6); (b)(7)(C)

Thank you,

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

Contract Specialist  
United States Secret Service  
Washington, DC  
Office (b)(6); (b)(7)(C)



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---

**From:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Sent:** Thursday, September 12, 2019 4:35 PM  
**To:** (b)(6); (b)(7)(C) (PRO) (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Subject:** Re: Babel Street Response to Solicitation Number 70US0919Q70090449

(b)(6); (b)(7)(C)

(b)(4)

(b)(4)

Thanks,

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

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---

**From:** (b)(6); (b)(7)(C) (PRO)" (b)(6); (b)(7)(C)

**Date:** Thursday, September 12, 2019 at 3:14 PM

**To:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)

**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)

**Subject:** RE: Babel Street Response to Solicitation Number 70US0919Q70090449

Hey (b)(6); (b)(7)(C)

(b)(4)

Thanks!

(b)(6); (b)(7)(C)

Contract Specialist

United States Secret Service

Washington, DC

Office (b)(6); (b)(7)(C)



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---

**From:** (b)(6); (b)(7)(C)  
**Sent:** Tuesday, September 10, 2019 11:54 PM  
**To:** (b)(6); (b)(7)(C) PRO) (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Subject:** Babel Street Response to Solicitation Number 70US0919Q70090449

(b)(6); (b)(7)(C)

(b)(4); (b)(6); (b)(7)(C)

V/R,

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

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**From:** (b)(6); (b)(7)(C)  
**Sent:** Thu, 26 Sep 2019 19:33:37 +0000  
**To:** (b)(6); (b)(7)(C) (PRO) (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C)  
**Subject:** Re: 70US0919C70090057 Babel Street (Secret Service)

Good Afternoon (b)(6); (b)(7)(C)

(b)(4)

V/r,

(b)(6); (b)(7)(C)

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---

**From:** (b)(6); (b)(7)(C) (PRO)" (b)(6); (b)(7)(C)  
**Date:** Thursday, September 26, 2019 at 2:08 PM  
**To:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Subject:** 70US0919C70090057 Babel Street (Secret Service)

Good Afternoon,

(b)(4); (b)(6); (b)(7)(C)

Thank you,

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

Contract Specialist  
United States Secret Service  
Washington, DC  
Office (b)(6); (b)(7)(C)



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---

**From:** (b)(6); (b)(7)(C)  
**Sent:** Thursday, September 12, 2019 4:35 PM  
**To:** (b)(6); (b)(7)(C) (PRO) (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Subject:** Re: Babel Street Response to Solicitation Number 70US0919Q70090449

(b)(6); (b)(7)(C)

(b)(4)

Thanks,

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

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---

**From:** (b)(6); (b)(7)(C) (PRO)" (b)(6); (b)(7)(C)  
**Date:** Thursday, September 12, 2019 at 3:14 PM  
**To:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Subject:** RE: Babel Street Response to Solicitation Number 70US0919Q70090449

Hey (b)(6); (b)(7)(C)

(b)(4)

Thanks!

(b)(6); (b)(7)(C)

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Washington, DC  
Office (b)(6); (b)(7)(C)



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**From:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Sent:** Tuesday, September 10, 2019 11:54 PM  
**To:** (b)(6); (b)(7)(C) (PRO) (b)(6); (b)(7)(C)



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

**Subject:** Babel Street Response to Solicitation Number 70US0919Q70090449

(b)(6); (b)(7)(C)

(b)(4)

V/R,

(b)(6); (b)(7)(C)

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**From:** (b)(6); (b)(7)(C)  
**Sent:** Fri, 27 Sep 2019 18:17:20 +0000  
**To:** (b)(6); (b)(7)(C) (PRO)  
**Cc:** (b)(6); (b)(7)(C)  
**Subject:** FW: 70US0919C70090057 Babel Street (Secret Service)

Hi (b)(6); (b)(7)(C)

Per our conversation please see below regarding the signatures needed.

V/r,

(b)(6); (b)(7)(C)

--  
(b)(6); (b)(7)(C)

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**From:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Date:** Thursday, September 26, 2019 at 3:33 PM  
**To:** (b)(6); (b)(7)(C) (PRO) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
(b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Subject:** Re: 70US0919C70090057 Babel Street (Secret Service)

Good Afternoon (b)(6); (b)(7)(C)

(b)(4)

V/r,

(b)(6); (b)(7)(C)

--

(b)(6); (b)(7)(C)

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**From:** (b)(6); (b)(7)(C) (PRO) (b)(6); (b)(7)(C)  
**Date:** Thursday, September 26, 2019 at 2:08 PM  
**To:** (b)(6); (b)(7)(C); (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C); (b)(6); (b)(7)(C); (b)(6); (b)(7)(C); (b)(6); (b)(7)(C)  
**Subject:** 70US0919C70090057 Babel Street (Secret Service)

Good Afternoon,

(b)(4); (b)(6); (b)(7)(C)

Thank you,

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

Contract Specialist  
United States Secret Service  
Washington, DC  
Office: (b)(6); (b)(7)(C)



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**From:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Sent:** Thursday, September 12, 2019 4:35 PM  
**To:** (b)(6); (b)(7)(C) (PRO) (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Subject:** Re: Babel Street Response to Solicitation Number 70US0919Q70090449

(b)(6); (b)(7)(C)

(b)(4)

Thanks,

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

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**From:** (b)(6); (b)(7)(C) (PRO) (b)(6); (b)(7)(C)  
**Date:** Thursday, September 12, 2019 at 3:14 PM  
**To:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Subject:** RE: Babel Street Response to Solicitation Number 70US0919Q70090449

Hey (b)(6); (b)(7)(C)

(b)(4)

(b)(4)

Thanks!

(b)(6); (b)(7)(C)

Contract Specialist  
United States Secret Service  
Washington, DC  
Office: (b)(6); (b)(7)(C)



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**From:** (b)(6); (b)(7)(C)

**Sent:** Tuesday, September 10, 2019 11:54 PM

**To:** (b)(6); (b)(7)(C) (PRO) (b)(6); (b)(7)(C)

**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)

**Subject:** Babel Street Response to Solicitation Number 70US0919Q70090449

(b)(6);  
(b)(7)(C)

(b)(4)

(b)(4); (b)(6); (b)(7)(C)

V/R,

(b)(6); (b)(7)(C)

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**From:** (b)(6); (b)(7)(C) (PRO)  
**Sent:** Fri, 27 Sep 2019 19:00:28 +0000  
**To:** (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C)  
**Subject:** RE: 70US0919C70090057 Babel Street (Secret Service)

Can you re-send the terms you need signed?

(b)(6); (b)(7)(C)

Contract Specialist  
United States Secret Service  
Washington, DC  
Office (b)(6); (b)(7)(C)



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**From:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Sent:** Friday, September 27, 2019 2:17 PM  
**To:** (b)(6); (b)(7)(C) (PRO) (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Subject:** FW: 70US0919C70090057 Babel Street (Secret Service)

Hi (b)(6); (b)(7)(C)

Per our conversation please see below regarding the signatures needed.

V/r,

(b)(6); (b)(7)(C)

--

(b)(6); (b)(7)(C)

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**From:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Date:** Thursday, September 26, 2019 at 3:33 PM  
**To:** (b)(6); (b)(7)(C) (PRO) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
(b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Subject:** Re: 70US0919C70090057 Babel Street (Secret Service)

Good Afternoon (b)(6); (b)(7)(C)

(b)(4)

V/r,

(b)(6); (b)(7)(C)

--

(b)(6); (b)(7)(C)

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**From:** (b)(6); (b)(7)(C) (PRO) (b)(6); (b)(7)(C)  
**Date:** Thursday, September 26, 2019 at 2:08 PM  
**To:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Subject:** 70US0919C70090057 Babel Street (Secret Service)

Good Afternoon,

(b)(6); (b)(7)(C)

Thank you,

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

Contract Specialist  
United States Secret Service  
Washington, DC  
Office: (b)(6); (b)(7)(C)



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**From:** (b)(6); (b)(7)(C)

**Sent:** Thursday, September 12, 2019 4:35 PM

**To:** (b)(6); (b)(7)(C) PRO) (b)(6); (b)(7)(C)

**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)

**Subject:** Re: Babel Street Response to Solicitation Number 70US0919Q70090449

(b)(6); (b)(7)(C)

(b)(4)

Thanks,

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

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**From:** (b)(6); (b)(7)(C) (PRO) (b)(6); (b)(7)(C)  
**Date:** Thursday, September 12, 2019 at 3:14 PM  
**To:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Subject:** RE: Babel Street Response to Solicitation Number 70US0919Q70090449

Hey (b)(6); (b)(7)(C)

(b)(4)

Thanks!

(b)(6); (b)(7)(C)

Contract Specialist  
United States Secret Service  
Washington, DC  
Office (b)(6); (b)(7)(C)



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**From:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Sent:** Tuesday, September 10, 2019 11:54 PM  
**To:** (b)(6); (b)(7)(C) (PRO) (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Subject:** Babel Street Response to Solicitation Number 70US0919Q70090449

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C); (b)(7)(E)

V/R,

(b)(6); (b)(7)(C)

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**From:** (b)(6); (b)(7)(C)  
**Sent:** Fri, 27 Sep 2019 19:22:03 +0000  
**To:** (b)(6); (b)(7)(C) PRO)  
**Cc:** (b)(6); (b)(7)(C)  
**Subject:** Re: 70US0919C70090057 Babel Street (Secret Service)  
**Attachments:** (b)(4)  
(b)(4)

(b)(4)

V/r,

(b)(6); (b)(7)(C)

--

(b)(6); (b)(7)(C)

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**From:** (b)(6); (b)(7)(C) (PRO)" (b)(6); (b)(7)(C)  
**Date:** Friday, September 27, 2019 at 3:00 PM  
**To:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Subject:** RE: 70US0919C70090057 Babel Street (Secret Service)

Can you re-send the terms you need signed?

(b)(6); (b)(7)(C)

Contract Specialist  
United States Secret Service  
Washington, DC  
Office: (b)(6); (b)(7)(C)



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**From:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Sent:** Friday, September 27, 2019 2:17 PM  
**To:** (b)(6); (b)(7)(C) (PRO) (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C)  
**Subject:** FW: 70US0919C70090057 Babel Street (Secret Service)

Hi (b)(6); (b)(7)(C)

Per our conversation please see below regarding the signatures needed.

V/r,

(b)(6);  
(b)(7)(C)

--

(b)(6); (b)(7)(C)

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**From:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Date:** Thursday, September 26, 2019 at 3:33 PM  
**To:** (b)(6); (b)(7)(C) (PRO) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
(b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Subject:** Re: 70US0919C70090057 Babel Street (Secret Service)

Good Afternoon (b)(6); (b)(7)(C)

(b)(4)

V/r,

(b)(6); (b)(7)(C)

--  
(b)(6); (b)(7)(C)

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**From:** (b)(6); (b)(7)(C) (PRO)" (b)(6); (b)(7)(C)

**Date:** Thursday, September 26, 2019 at 2:08 PM

**To:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)

**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)

**Subject:** 70US0919C70090057 Babel Street (Secret Service)

Good Afternoon,

(b)(4); (b)(6); (b)(7)(C)

Thank you,

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

Contract Specialist

United States Secret Service

Washington, DC

Office (b)(6); (b)(7)(C)



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**From:** (b)(6); (b)(6); (b)(7)(C)  
**Sent:** Thursday, September 12, 2019 4:35 PM  
**To:** (b)(6); (b)(7)(C) (PRO) (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Subject:** Re: Babel Street Response to Solicitation Number 70US0919Q70090449

(b)(6); (b)(7)(C)

(b)(4)

Thanks,

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

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**From:** (b)(6); (b)(7)(C) (PRO)" (b)(6); (b)(7)(C)  
**Date:** Thursday, September 12, 2019 at 3:14 PM  
**To:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Subject:** RE: Babel Street Response to Solicitation Number 70US0919Q70090449

Hey (b)(6); (b)(7)(C)

(b)(4)

Thanks!

(b)(6); (b)(7)(C)

Contract Specialist  
United States Secret Service  
Washington, DC  
Office: (b)(6); (b)(7)(C)



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**From:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Sent:** Tuesday, September 10, 2019 11:54 PM  
**To:** (b)(6); (b)(7)(C) (PRO (b)(6); (b)(7)(C)  
**Cc:** (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)  
**Subject:** Babel Street Response to Solicitation Number 70US0919Q70090449

(b)(6); (b)(7)(C)

(b)(4)

(b)(4); (b)(6); (b)(7)(C)

V/R,

(b)(6); (b)(7)(C)

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