



Date: August 2, 2019
Order # 20190802.201.03

Customer (User):

DC Fusion Center
 2720 Martin Luther King Jr Ave SE
 Washington, D.C. 20032

Babel Street Contact:

Steve Tomaselli
 stomaselli@babelstreet.com
 +1.703.956.3572

Product	Term	Product Code	Standard Price	Extended Price	QTY	Total Price
SLED Package	Annual	BSP-001-S01	\$43,700.00	\$25,000.00	1	\$25,000.00
<i>This limited time, promotional package represents a 42.79% discount off standard price and includes the products listed below</i>						
Babel X: Babel Research Subscription	Annual	BXR-001-001	\$9,500.00	Included	Up to 3	Included
<i>Authorized User with access to up to 10 active Babel Channels and 1,000 Public Records Searches, and virtual training via Babel University</i>						
Babel X Subscription	Annual	BXC-001-001	\$15,200.00	Included	1	Included
<i>Authorized User with access to five (5) Active Filters, up to 10 active Babel Channels, and 1,000 Public Records Searches, and virtual training via Babel University</i>						
Additional Active Filters	Annual	BAF-S01-S01	\$1,250.00	\$1,250.00	10	\$12,500.00
<i>Additional Active Filters for Babel X Subscription purchased with SLED Package</i>						
Order Form Total:						\$37,500.00

Terms and Conditions

All capitalized terms used in this Order Form but not defined herein shall have the meaning given to such terms in the Babel Street End User Subscription Terms (as defined below). If an "Additional Terms" box is checked above, those terms are attached hereto, and incorporated by this reference into, the Agreement (as defined in the Terms).

Subscription Term

The period during which Customer may access its subscription shall be twelve (12) months unless specifically stated elsewhere within this Order Form ("Subscription Term"). The Subscription Term shall commence on the earlier to occur of (i) the date on which Babel Street provides the Customer with log-in credentials for either Babel University or Babel X ("the Application"), or (ii) the date that is seven (7) calendar days following execution of this Order Form (in either case, the "Subscription Effective Date"). For any renewal Subscription Term, the Subscription Effective Date shall be the calendar day immediately following expiration of either the initial Subscription Term or the then-current renewal Subscription Term, as applicable. Additional products may be purchased during the Subscription Term pursuant to an add-on Order Form (each, an "Add-On Order Form"). Any such additional products shall be coterminous with the original Subscription Term.

Fees

All Fees and expenses are quoted and invoiced in U.S. Dollars unless otherwise specified in this Order Form. All invoiced amounts are due and payable in advance by Customer. Fees are exclusive of any taxes, assessments or duties that may be assessed upon the Application or any Support provided under this Agreement, including, without limitation, sales, use, excise, value added (VAT), goods and services taxes (GST), personal property, electronic/Internet commerce, export, import, withholding taxes, and third-party fees. Customer is responsible for directly paying any such taxes assessed against it, and Customer will promptly reimburse Babel Street for any such taxes payable or collectible by Babel Street. Such taxes do not include taxes based upon Babel Street's income. Tax exemption certificates or reseller certificates, if any, must be submitted at the time Customer signs an Order Form.

End User Terms

Customer agrees to be bound by the End User Subscription Terms ("Terms") found at <https://www.babelstreet.com/legal/enduserterms-c.pdf>, which are hereby incorporated by reference in their entirety (the Order Form, any Add-On Order Form, the Terms, and any applicable Additional Terms checked above (each, an "Addendum") attached to this Order Form being collectively referred to as the "Agreement"). In the event of a direct conflict between this Order Form and the Terms and/or an applicable Addendum, this Order Form shall control.

Trademarks

Babel Street®, Babel X®, Babel BOX®, Babel Sentry®, Babel Channels™, Locate X™, Babel University®, "Decipher Your World®" and the Babel Logos are the proprietary trademarks of Babel Street, Inc.

Authority

By executing this Order Form, the undersigned hereby certifies that (i) the information provided by or on behalf of Customer in order to obtain the pricing set forth herein is accurate and complete, and (ii) the individual signing below has the legal authority to bind the Customer.

No Conflicting Terms

Babel Street's receipt of a purchase order from Customer based on this Order Form is expressly subject to, and contingent upon, Customer's express agreement to the Terms. In the event that the terms in any Customer purchase order differ from, or conflict with, the terms of the Agreement, the Agreement shall control and the conflicting or additional purchase order terms will not apply. Babel Street expressly rejects any additional, different or conflicting terms in a Customer purchase order, and any such purchase order shall be for Customer's internal and/or reference purposes only.

This Order Form is valid for 60 days from the date issued.

Additional Terms:

Babel Street, Inc.

Signature _____

Name _____

Title _____

Date _____

DC Fusion Center

Signature _____

Name _____

Title _____

Date _____

PO# _____

**Send
Invoice
To Email:** _____



***** Electronic Invoicing Purchase Order. Please use <https://vendorportal.dc.gov> to register and submit invoices. *****

Order No : PO611421 -FY2020- HSP/NTIC Situational Awareness Tool/Subscription (8BNUA8)

Issued on Tue, 01 Oct, 2019

Supplier
 Babel Street Inc.
 1818 Library Street, STE 500
 Suite 500
 Reston, VA 20910
 Phone: 703.956.3572
 Contact

Ship To
 Emergency Management Agency
 2720 Martin Luther King, Jr. Ave., SE
 Washington, DC 20032
 United States

Bill To: Please use <https://vendorportal.dc.gov> to register and submit invoices.

Bill To Contact: Attn: Rosanne Etinoff-Accounts Payable Division
 Contract Number: N/A
 Requester: Samantha Gross
 Delivery Date: Tue, 1 Oct, 2019
 PR No.: RK133580

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	The NTIC utilized Babel Street to provide ...		each	37,500	Tue, 01 Oct, 2019	\$1.00 USD	\$37,500.00 USD
The NTIC utilized Babel Street to provide situational awareness of threats during special events in the District. Threats that are identified as potentially credible are passed to appropriate jurisdictions for investigations. Analysts set up filters on threat terms in relation to critical infrastructure and specific crimes to gather data. This design is unique to Babel Street and consistent with the requirements of DC HSEMA NTIC.							
Total							\$37,500.00 USD

Comments

- Ruby Nelson, 09/26/2019:
 THE CONTRACTOR SHALL SUBMIT PAYMENT REQUESTS IN ELECTRONIC FORMAT THROUGH THE DC VENDOR PORTAL VENDORPORTAL.DC.GOV BY SELECTING THE APPLICABLE PURCHASE ORDER NUMBER WHICH IS LISTED ON THE CONTRACTOR'S PROFILE. INVOICES FOR QUANTITIES OR AMOUNT GREATER THAN WHAT IS STATED ON THE PURCHASE ORDER WILL BE REJECTED. FAILURE TO FOLLOW THESE INSTRUCTIONS MAY RESULT IN DELAYS IN PAYMENT. (Ruby Nelson, Thu, 26 Sep, 2019)
- COMMENT by **aribasystem** on 10/01/2019
 ****GOVERNMENT OF THE DISTRICT OF COLUMBIA STANDARD CONTRACT PROVISIONS FOR USE WITH THE DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS (July 2010) ARE HEREBY INCORPORATED BY REFERENCE. WWW.OCP.DC.GOV**** (aribasystem, Tue, 01 Oct, 2019)
- COMMENT by **aribasystem** on 10/01/2019
 FOB is Destination unless specified otherwise (aribasystem, Tue, 01 Oct, 2019)
- COMMENT by **aribasystem** on 10/01/2019
 The Contractor shall submit payment requests in electronic format through the DC Vendor Portal vendorportal.dc.gov by selecting the applicable purchase order number which is listed on the Contractor's profile. INVOICES FOR QUANTITIES OR AMOUNTS GREATER THAN WHAT IS STATED ON THE PURCHASE ORDER WILL BE REJECTED. FAILURE TO FOLLOW THESE INSTRUCTIONS MAY RESULT IN DELAYS IN PAYMENT. (aribasystem, Tue, 01 Oct, 2019)



***** Electronic Invoicing Purchase Order. Please use <https://vendorportal.dc.gov> to register and submit invoices. *****

Order No : PO633942 -FY2021- HSP/NTIC Situational Awareness Tool/Subscription (8BNUA9)

Issued on Thu, 29 Oct, 2020

Supplier
 Babel Street Inc.
 1818 Library Street, STE 500
 Suite 500
 Reston, VA 20910
 Phone: 703.956.3572
 Contact

Ship To
 Emergency Management Agency
 2720 Martin Luther King, Jr. Ave., SE
 Washington, DC 20032
 United States

Bill To: Please use <https://vendorportal.dc.gov> to register and submit invoices.

Bill To Contact: Attn: Rosanne Etinoff-Accounts Payable Division
 Contract Number: N/A
 Requester: Samantha Gross
 Delivery Date: Thu, 1 Oct, 2020
 PR No.: RK165602

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	The NTIC utilized Babel Street to provide ...		each	31,250	Thu, 01 Oct, 2020	\$1.00 USD	\$31,250.00 USD
The NTIC utilized Babel Street to provide situational awareness of threats during special events in the District. Threats that are identified as potentially credible are passed to appropriate jurisdictions for investigations. Analysts set up filters on threat terms in relation to critical infrastructure and specific crimes to gather data. This design is unique to Babel Street and consistent with the requirements of DC HSEMA NTIC.							
Total							\$31,250.00 USD

Comments

- COMMENT by **aribasystem** on 10/29/2020
 The Contractor shall submit payment requests in electronic format through the DC Vendor Portal vendorportal.dc.gov by selecting the applicable purchase order number which is listed on the Contractor's profile. INVOICES FOR QUANTITIES OR AMOUNTS GREATER THAN WHAT IS STATED ON THE PURCHASE ORDER WILL BE REJECTED. FAILURE TO FOLLOW THESE INSTRUCTIONS MAY RESULT IN DELAYS IN PAYMENT. (aribasystem, Thu, 29 Oct, 2020)
- COMMENT by **aribasystem** on 10/29/2020
 FOB is Destination unless specified otherwise (aribasystem, Thu, 29 Oct, 2020)
- COMMENT by **aribasystem** on 10/29/2020
 ****GOVERNMENT OF THE DISTRICT OF COLUMBIA STANDARD CONTRACT PROVISIONS FOR USE WITH THE DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS (July 2010) ARE HEREBY INCORPORATED BY REFERENCE. WWW.OCP.DC.GOV***** (aribasystem, Thu, 29 Oct, 2020)



Homeland Security and Emergency Management Agency

Statement of Work

**HSEMA UCC,
HSEMA Babel Street Continuing Service**

Author: Homeland Security and Emergency Management Agency

Client name	DC Homeland Security and Emergency Management Agency
Project name	HSEMA Babel Street Continuing Service

C.1 SCOPE:

The Contractor shall provide the following product and service categories as part of this Statement of Work:

- Procurement of subscriptions and service needed to maintain the Babel X Subscription for social media research capabilities

(Section C.3)

- Babel X, is a cloud-based engine that searches various data sources and generates actionable output. It is utilized to support the daily functions of the NTIC, and the mission of HSEMA as a whole.

The Contractor shall provide service and routine maintenance as specified in the product proposal.

C.1.1 APPLICABLE DOCUMENTS

Document No.	Document Type	Title	Date
1			

C.2 BACKGROUND

The District of Columbia Homeland Security and Emergency Management Agency (HSEMA) is host to a number of trainings, exercises, meetings, activations (including past and future National Special Security Events) in the Emergency Operations Center (EOC), and houses the District of Columbia fusion center, the Washington Regional Threat Analysis Center(WRTAC), at the current HSEMA facility located at 2720 Martin Luther King Jr Ave. SE, Washington DC 20032. This SOW will allow HSEMA to continue to provide the technological tools to support the District of Columbia fusion center (WRTAC). This software tool is utilized to conduct social media research, a critical function of daily operations and one component of how HSEMA supports special events hosted in

the District. As part of this effort DC HSEMA requires procurement of the above mentioned licenses and subscriptions.

C.3 PROCUREMENT OF SOFTWARE AND MAINTENANCE

The successful Contractor will provide subscriptions and service as per the below listing.

The Contractor will provide the following:

C.3.1 SUBSCRIPTIONS & SERVICE

- C.3.3.1 (4) – (BSL-009-000) – Babel X Subscription**
- C.3.3.2 (1) – (BDP-002-000) – Babel X Data Package (Fixed Rate) – 15 active filters**
- C.3.3.3 (1) – (BPS-001-000) – Babel X Public Records Search**
- C.3.3.4 (1) – (BST-001-000) – Babel University**

C.4 CHANGE OF SPECIFICATION

No change in the specification of standards, materials or services will be authorized for this statement of work.

C.9 TECHNICAL REQUIREMENTS AND DELIVERABLES

The Contractor shall be responsible for providing all the above mentioned subscriptions and service. The procurement proposed shall consist of all necessary items as per the above section **C.3**.

C.10 DELIVERABLES

The Contractor shall be required to meet the following deliverables for this SOW:

Section Reference	Description	Due Date
C.3	Procurement of all subscriptions and service	Within two weeks after contract award
	Client Signoff	



September 26, 2019

From: Babel Street, Inc.
1818 Library Street, 5th Floor
Reston, VA 20190
(703) 956-3572

Subj: SOLE SOURCE JUSTIFICATION LETTER, 2019

To Whom It May Concern:

This letter serves as a sole source document for the proprietary web-based application developed and maintained by Babel Street, Inc.

The Babel Street® web-based application, Babel X®, is a multi-lingual, geo-enabled, text analytics software as a service (SaaS) solution. Babel X provides the following capabilities and is unique in the marketplace in doing so under a single application:

- A billion-strong ontology, or dictionary of related terms, in English and across 200 languages; this ontology greatly enhances the quality of search and uncovers search results not easily gained without this efficiency. Babel X is the only application on the market that has this linguistic capability.
- Persistent data collection on search terms and parameters of interest from hundreds of millions of URLs, more than 1 billion blogs and forums, and more than 40 data sources across social media, news, and deep and dark web sources. Babel X has the highest concentration of searchable data sources available on the market based on market studies.
- Babel X facilitates timely alerting on security topics in every major geographic location in the United States based on data emanating from web, news, social media, and blog and forums. The breadth of data sources supporting such alerting is unique to Babel X.
- With FindX, Babel X supports quick search of any search terms(s) in hundreds of languages from seven (7) functional areas on the internet, including: social media, community talk, dark web, news, virtual currency, Domain Tools, and Babel X Archives. Babel X is the only capability on the market supporting this function based on market studies.

These advanced statistical, linguistic and crowd-sourcing techniques are based on a proprietary knowledgebase and algorithms, as well as other patent-issued, patent-pending, and other proprietary intellectual property of Babel Street, Inc.

Babel Street, Inc. is the sole provider of Babel X. Babel Street maintains all proprietary rights to its source code, issued patents and pending patents, and other technology. Babel Street has not issued any rights or licenses to others to develop a similar or competing product. Babel Street, Inc. is the sole provider of updates and maintenance to the web-based application.

Please let me know should you need further details.

Sincerely,
BABEL STREET INC.

A handwritten signature in black ink, appearing to read "Eric A. Bowen". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Eric A. Bowen

Chief Operating Officer



Date: September 24, 2020
Order # 20200924.203.03

Customer (User):

DC Fusion Center
2720 Martin Luther King Jr Ave SE
Washington, D.C. 20032

Babel Street Contact:

Steve Tomaselli
stomaselli@babelstreet.com
+1.703.956.3572

Order Form Type: Renewal

Subscription Term: October 1, 2020 - September 30, 2021

Product	Term	Product Code	Standard Price	Extended Price	QTY	Total Price
SLED Package	Annual	BSP-001-S01	\$43,700.00	\$25,000.00	1	\$25,000.00

This limited time, promotional package represents a 42.8% discount off standard price and includes the products listed below.

Babel X: Babel Research Subscription	Annual	BXR-001-001	\$28,500.00	Included	Up to 3	Included
<i>Authorized User with access to up to fifty (50) active Babel Channels and 1,000 Public Records Searches, and virtual training via Babel University</i>						

Babel X Subscription	Annual	BXC-001-001	\$15,200.00	Included	1	Included
<i>Authorized User with access to five (5) Active Filters, up to fifty (50) active Babel Channels, and 1,000 Public Records Searches, and virtual training via Babel University</i>						

Package Add-ons:

Additional Active Filters	Annual	BAF-D01-S01	N/A	\$1,250.00	5	\$6,250.00
<i>Additional Active Filters for Babel X Subscription purchased with SLED Package</i>						

Order Form Total: \$31,250.00



Terms and Conditions

All capitalized terms used in this Order Form but not defined herein shall have the meaning given to such terms in the Babel Street End User Subscription Terms (as defined below). If an "Additional Terms" box is checked above, those terms are attached hereto, and incorporated by this reference into, the Agreement (as defined in the Terms).

Subscription Term

The period during which Customer may access its subscription shall be twelve (12) months unless specifically stated elsewhere within this Order Form ("Subscription Term"). The Subscription Term shall commence on the earlier to occur of (i) the date on which Babel Street provides the Customer with log-in credentials for either Babel X ("the Application") or Babel University, or (ii) the date that is seven (7) calendar days following the Effective Date of this Order Form (in either case, the "Subscription Effective Date"). For any renewal Subscription Term, the Subscription Effective Date shall be the calendar day immediately following expiration of either the initial Subscription Term or the then-current renewal Subscription Term, as applicable. Additional products may be purchased during the Subscription Term pursuant to an add-on Order Form (each, an "Add-On Order Form"). Any such additional products shall be coterminous with the original Subscription Term.

Fees

All Fees and expenses are quoted and invoiced in U.S. Dollars unless otherwise specified in this Order Form. All invoiced amounts are due and payable in advance by Customer. Fees are exclusive of any taxes, assessments or duties that may be assessed upon the Application or any Support provided under this Agreement, including, without limitation, sales, use, excise, value added (VAT), goods and services taxes (GST), personal property, electronic/Internet commerce, export, import, withholding taxes, and third-party fees. Customer is responsible for directly paying any such taxes assessed against it, and Customer will promptly reimburse Babel Street for any such taxes payable or collectible by Babel Street. Such taxes do not include taxes based upon Babel Street's income. Tax exemption certificates or reseller certificates, if any, must be submitted at the time Customer signs an Order Form.

End User Terms

All Terms and Conditions of Babel Street Order# 20190802.201.03 apply to this Renewal Order Form.

Trademarks

Babel Street®, Babel X®, Babel BOX®, Babel Sentry®, Babel Channels®, Locate X™, Babel University®, "Decipher Your World®" and the Babel Logos are the proprietary trademarks of Babel Street, Inc.

Authority

By executing this Order Form, the undersigned hereby certifies that (i) the information provided by or on behalf of Customer in order to obtain the pricing set forth herein is accurate and complete, and (ii) the individual signing below has the legal authority to bind the Customer.

No Conflicting Terms

Babel Street's receipt of a purchase order from Customer based on this Order Form is subject to, and contingent upon, Customer's express agreement to the Terms. Any purchase order shall be for Customer's internal and/or reference purposes only. Babel Street expressly rejects any and all terms in any such purchase order, regardless of the date of such purchase order. In addition to the foregoing, by logging into the Application, Customer reaffirms the inapplicability of any and all terms of a Customer purchase order, even if such purchase order has been signed by the parties hereto.

This Order Form is valid for 60 days from the date issued.

Additional Terms:

Babel Street, Inc.

DC Fusion Center

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

**Effective
Date** _____

Date _____

PO# _____

**Send
Invoice
To Email:** _____



Order No : PO553921 -Babel X Annual Subscription FY 17 (8BNUA5)

Issued on Mon, 07 Nov, 2016

Supplier

Babel Street Inc.
1818 Library Street, STE 500
Suite 500
Reston, VA 20910
Phone: 703.956.3572
Contact

Ship To

Emergency Management Agency
2720 Martin Luther King, Jr. Ave., SE
Washington, DC 20032
United States

Bill To:

Emergency Management Agency Attn: PSJC (HSEMA) - Accounts Payable Division
899 North Capitol Street, N.E. Suite: 600A
Washington, DC 20002
United States
Phone: 1(202) 727-4449
Fax: 1(202) 727-4845

Bill To Contact: Attn: Rosanne Etinoff-Accounts Payable Division
Contract Number: DOC271693
Requester: Monica Hill
Delivery Date: Sat, 1 Oct, 2016
PR No.: RQ941136

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	HSEMA engages Babel Street to procure Babel X...		each	19,600	Sat, 01 Oct, 2016	\$1.00 USD	\$19,600.00 USD
	HSEMA engages Babel Street to procure Babel X Annual Individual Subscription.						
Total							\$19,600.00 USD

Comments

- Monica Hill, 10/14/2016:
This software is being ordered to support the mission of HSEMA and the WRTAC. We have teams of analysts who will use this software to complete and substantiate their duties (Monica Hill, Fri, 14 Oct, 2016)
- Antwanette Boone Murphy, 11/07/2016:
This procurement is in accordance with 27DCMR and PPRA. Prices have been deemed fair and reasonable. (Antwanette Boone Murphy, Mon, 07 Nov, 2016)
- Antwanette Boone Murphy, 11/07/2016:
This PO is for FY17-Previous PO#: 549629 was for FY16. (Antwanette Boone Murphy, Mon, 07 Nov, 2016)
- COMMENT by **aribasystem** on 11/07/2016
ALL INVOICES SHALL BE SUBMITTED TO THE 'BILL TO' ADDRESS INDICATED ON THIS PURCHASE ORDER. INVOICES SHALL INCLUDE THE PURCHASE ORDER NUMBER, CONTRACT NUMBER (IF APPLICABLE), CONTRACTOR'S NAME AND ADDRESS, INVOICE DATE, QUANTITY AND DESCRIPTION OF GOOD(S) OR SERVICE(S) FOR WHICH PAYMENT IS BEING REQUESTED, REMITTANCE ADDRESS, AND CONTACT PERSON NAME AND PHONE NUMBER IF THERE IS A PROBLEM WITH THE INVOICE. INVOICES FOR QUANTITIES OR AMOUNTS GREATER THAN WHAT IS STATED ON THE PURCHASE ORDER WILL BE REJECTED. FAILURE TO FOLLOW THESE INSTRUCTIONS MAY RESULT IN DELAYS IN PAYMENT. (aribasystem, Mon, 07 Nov, 2016)
- COMMENT by **aribasystem** on 11/07/2016
****GOVERNMENT OF THE DISTRICT OF COLUMBIA STANDARD CONTRACT PROVISIONS FOR USE WITH THE DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS (July 2010) ARE HEREBY INCORPORATED BY REFERENCE. WWW.OCP.DC.GOV**** (aribasystem, Mon, 07 Nov, 2016)
- COMMENT by **aribasystem** on 11/07/2016
FOB is Destination unless specified otherwise (aribasystem, Mon, 07 Nov, 2016)



Homeland Security and Emergency Management Agency

Statement of Work

HSEMA UCC,
HSEMA Babel Street Continuing Service



Author: Homeland Security and Emergency Management Agency

<i>Client name</i>	DC Homeland Security and Emergency Management Agency
<i>Project name</i>	HSEMA Babel Street Continuing Service

C.1 SCOPE:

The Contractor shall provide the following product and service categories as part of this Statement of Work:

- Procurement of subscriptions and service needed to maintain the Babel X Subscription for social media research capabilities
(Section C.3)
 - Babel X, is a cloud-based engine that searches various data sources and generates actionable output. It is utilized to support the daily functions of the WRTAC, and the mission of HSEMA as a whole.

The Contractor shall provide service and routine maintenance as specified in the product proposal.

C.1.1 APPLICABLE DOCUMENTS

Document No.	Document Type	Title	Date
1			

C.2 BACKGROUND

The District of Columbia Homeland Security and Emergency Management Agency (HSEMA) is host to a number of trainings, exercises, meetings, activations (including past and future National Special Security Events) in the Emergency Operations Center (EOC), and houses the District of Columbia fusion center, the Washington Regional Threat Analysis Center(WRTAC), at the current HSEMA facility located at 2720 Martin Luther King Jr Ave. SE, Washington DC 20032. This SOW will allow HSEMA to continue to provide the technological tools to support the District of Columbia fusion center (WRTAC). This software tool is utilized to conduct social media research, a critical function of daily operations and one component of how HSEMA supports special events hosted in the District. As part of this effort DC HSEMA requires procurement of the above mentioned licenses and subscriptions.

C.3 PROCUREMENT OF SOFTWARE AND MAINTENANCE

The successful Contractor will provide subscriptions and service as per the below listing.

The Contractor will provide the following:

C.3.1 SUBSCRIPTIONS & SERVICE

- C.3.3.1 (4) – (BSL-009-000) – Babel X Subscription**
- C.3.3.2 (1) – (BDP-002-000) – Babel X Data Package (Fixed Rate) –
15 active filters**
- C.3.3.3 (1) – (BPS-001-000) – Babel X Public Records Search**
- C.3.3.4 (1) – (BST-001-000) – Babel University**

C.4 CHANGE OF SPECIFICATION

No change in the specification of standards, materials or services will be authorized for this statement of work.

C.9 TECHNICAL REQUIREMENTS AND DELIVERABLES

The Contractor shall be responsible for providing all the above mentioned subscriptions and service. The procurement proposed shall consist of all necessary items as per the above section **C.3**.

C.10 DELIVERABLES

The Contractor shall be required to meet the following deliverables for this SOW:

Section Reference	Description	Due Date
C.3	Procurement of all subscriptions and service	Within two weeks after contract award
	Client Signoff	



Order No : PO563228 -Annual Software Subscription- WRTAC (8BNUA6)

Issued on Wed, 24 May, 2017

Supplier

Babel Street Inc.
 1818 Library Street, STE 500
 Suite 500
 Reston, VA 20910
 Phone: 703.956.3572
 Contact

Ship To

Emergency Management Agency
 2720 Martin Luther King, Jr. Ave., SE
 Washington, DC 20032
 United States

Bill To:

Emergency Management Agency Attn: PSJC (HSEMA) - Accounts Payable Division
 899 North Capitol Street, N.E. Suite: 600A
 Washington, DC 20002
 United States
 Phone: 1(202) 727-4449
 Fax: 1(202) 727-4845

Bill To Contact: Attn: Rosanne Etinoff-Accounts Payable Division
 Contract Number: na
 Requester: Monica Hill
 Delivery Date: Tue, 25 Apr, 2017
 PR No.: RQ954603

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	HSEMA engages Babel Street, Inc., to procure ...		each	14,000	Tue, 25 Apr, 2017	\$1.00 USD	\$14,000.00 USD
	HSEMA engages Babel Street, Inc., to procure Babel X Annual Software Subscription						
Total							\$14,000.00 USD

Comments

- COMMENT by **aribasystem** on 05/24/2017
 ALL INVOICES SHALL BE SUBMITTED TO THE 'BILL TO' ADDRESS INDICATED ON THIS PURCHASE ORDER. INVOICES SHALL INCLUDE THE PURCHASE ORDER NUMBER, CONTRACT NUMBER (IF APPLICABLE), CONTRACTOR'S NAME AND ADDRESS, INVOICE DATE, QUANTITY AND DESCRIPTION OF GOOD(S) OR SERVICE(S) FOR WHICH PAYMENT IS BEING REQUESTED, REMITTANCE ADDRESS, AND CONTACT PERSON NAME AND PHONE NUMBER IF THERE IS A PROBLEM WITH THE INVOICE. INVOICES FOR QUANTITIES OR AMOUNTS GREATER THAN WHAT IS STATED ON THE PURCHASE ORDER WILL BE REJECTED. FAILURE TO FOLLOW THESE INSTRUCTIONS MAY RESULT IN DELAYS IN PAYMENT. (aribasystem, Wed, 24 May, 2017)
- COMMENT by **aribasystem** on 05/24/2017
 FOB is Destination unless specified otherwise (aribasystem, Wed, 24 May, 2017)
- COMMENT by **aribasystem** on 05/24/2017
 ****GOVERNMENT OF THE DISTRICT OF COLUMBIA STANDARD CONTRACT PROVISIONS FOR USE WITH THE DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS (July 2010) ARE HEREBY INCORPORATED BY REFERENCE. WWW.OCP.DC.GOV***** (aribasystem, Wed, 24 May, 2017)



Customer (User):
 HSEMA-WRTAC
 441 4th Street NW
 Suite 700 South
 Washington, D.C. 20001

Bill to (If Different):

Date: March 6, 2017

MSA # 20160830.002.02M

Customer Contact:
 Briana Huggins
 briana.huggins@dc.gov
 202.481.3029

Babel Street Contact:
 Customer Experience
 CX@babelstreet.com
 +1.703.956.3572

Proposal # 20170306.003.02

Product	Description	Term	Product Code	Price	Quantity	Total
Babel X® Subscription	4 User(s)	4 Months	BSL-009-000	\$1,400.00	4	\$5,600.00
Babel X® Fixed Rate	15 Active Filters	4 Months	BDP-002-000	\$8,400.00	1	\$8,400.00
Babel X® Public Records Search	1,000 Searches/User	4 Months	BPS-001-000	Included	4	Included
Subscription & Data						\$14,000.00
Babel University	4 User(s)		BST-001-000	Included	1	Included
Travel & Training						Included
Proposal Total						\$14,000.00

Product Description/Terms

- Customer's purchase under this Proposal Form is subject to, and Customer agrees to be bound by, the Master Subscription Agreement referenced above. If no Master Subscription Agreement is referenced above, then prior to the commencement of the Subscription Term, Customer shall execute, as applicable, the Babel Street Evaluation Terms (click-through terms), the Babel Street Evaluation Agreement (hard copy) and/or the Babel Street Master Subscription Agreement (together with any applicable Addendum, the "Subscription Agreement"). The Terms and Conditions of this Proposal shall be incorporated with and into the Subscription Agreement. In the event of a direct conflict between this Proposal and the Subscription Agreement, this Proposal shall control. By executing this Proposal, Customer hereby [i] agrees to be bound by the terms and conditions included in, and/or attached to, this Proposal, including the applicable Subscription Agreement, [ii] certifies that the information provided by or on behalf of Customer in order to obtain the pricing set forth herein is accurate and complete, [iii] certifies that the individual signing on behalf of the customer has the authority to do so.

- Some Data Providers may have limitations, may not be available to all users, or may require acknowledgement of an approved use case within the Babel X platform.

- The Subscription Term shall commence on the earlier to occur of (i) the date on which Babel Street receives full payment for this Proposal, and (ii) the date on which Babel Street provides Customer with log-in credentials for Babel University (the "Subscription Effective Date"). The Subscription Term shall be 12 Months unless specifically stated elsewhere within this Proposal.

- Babel Street provides a number of training and onboarding options for Babel X® users. Included with each user subscription is access to Babel University, Babel Street's Learning Management System. Babel University offers self-paced and hands-on virtual instructor-led training via a series of Learning Paths designed for each user level. Babel Basics, the core learning path, is required for all Babel X users and upon successful completion, credentials to Babel X are issued.

- Should Customer require training in addition to the included initial training, Babel Street can provide such training during the Subscription Term for an additional cost. Additional training periods are available for daily fixed rates. Training may be provided at Babel Street's offices in Ashburn, VA or at Customer's chosen location. Travel costs are additional and based on Customer's location. In-person training must be scheduled with Babel Street at least fifteen (15) days in advance or thirty (30) days in advance for any Customer outside of the continental United States.

- Customer shall promptly notify Babel Street of any change in any Customer information (including the number of end users) and the parties shall negotiate in good faith to determine any new needs of Customer, and any revised pricing, resulting therefrom. For Data Package-based subscriptions, when the Data Package limit is reached, data collection may cease. Existing data will be retained during the Subscription Term, subject to the retention policies of the applicable data provider. Fixed-Rate subscriptions are not subject to data limits; however, data collection may be slowed during times of high demand and certain data feeds may be limited. Access to the Twitter Real-Time Power Track is not provided under a Fixed-Rate Subscription; however, Twitter data is still available through the public API. Fixed-Rate Subscriptions permit only the limited number of active Filters noted in this Proposal Form. Should Customer purchase additional products (increased data packages, larger Fixed-Rate subscriptions, premium data feeds, or any other item), a new Proposal will be

- In addition, Customer acknowledges that additional Terms and Conditions may apply for the utilization of other additional and/or Premium Data Feeds.

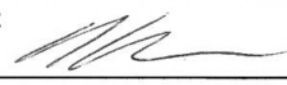
- All fees are due in advance. All prices are reflected and payable in US Dollars. Prices exclude sales tax or other applicable taxes. The final invoice amount may be higher due to the inclusion of those taxes. If the Customer is a "reseller" or not subject to sales tax, GST, VAT or the like, please provide the applicable reseller certificate or tax-exempt certification / documentation to Babel Street. If additional partners or resellers are required by customer to facilitate procurement, the price may be higher.

- Babel Street's receipt of a Customer purchase order based on this Proposal is expressly subject to, and contingent upon, Customer's execution of and agreement to the applicable Subscription Agreement. In the event that the terms in any Customer Purchase Order differ from, or conflict with, the terms of any Babel Street Proposal or the Subscription Agreement, the Subscription Agreement and Proposal will control and the conflicting or additional Purchase Order terms will not apply. Babel Street expressly rejects any additional, different or conflicting terms in a Customer Purchase Order, and any Purchase Order shall be for Customer's internal and/or reference purposes only.

- Babel Street, Babel X, Babel University and the Babel Logos are the proprietary trademarks of Babel Street, Inc.

- This Proposal is valid for 60 days from the date issued

Additional Terms:

Babel Street, Inc.	HSEMA-WRTAC	
Signature _____	Signature _____	
Name _____	Name _____	MARK MORGAN
Title _____	Title _____	ACTING DIRECTOR
Date _____	Date _____	3/30/17



Homeland Security and Emergency Management Agency

Statement of Work

HSEMA UCC,
HSEMA Babel Street Continuing Service

Author: Homeland Security and Emergency Management Agency

<i>Client name</i>	DC Homeland Security and Emergency Management Agency
<i>Project name</i>	HSEMA Babel Street Continuing Service

C.1 SCOPE:

The Contractor shall provide the following product and service categories as part of this Statement of Work:

- Procurement of subscriptions and service needed to maintain the Babel X Subscription for social media research capabilities
(Section C.3)
 - Babel X, is a cloud-based engine that searches various data sources and generates actionable output. It is utilized to support the daily functions of the WRTAC, and the mission of HSEMA as a whole.

The Contractor shall provide service and routine maintenance as specified in the product proposal.

C.1.1 APPLICABLE DOCUMENTS

Document No.	Document Type	Title	Date
1			

C.2 BACKGROUND

The District of Columbia Homeland Security and Emergency Management Agency (HSEMA) is host to a number of trainings, exercises, meetings, activations (including past and future National Special Security Events) in the Emergency Operations Center (EOC), and houses the District of Columbia fusion center, the Washington Regional Threat Analysis Center(WRTAC), at the current HSEMA facility located at 2720 Martin Luther King Jr Ave. SE, Washington DC 20032. This SOW will allow HSEMA to continue to provide the technological tools to support the District of Columbia fusion center (WRTAC). This software tool is utilized to conduct social media research, a critical function of daily operations and one component of how HSEMA supports special events hosted in the District. As part of this effort DC HSEMA requires procurement of the above mentioned licenses and subscriptions.

C.3 PROCUREMENT OF SOFTWARE AND MAINTENANCE

The successful Contractor will provide subscriptions and service as per the below listing.

The Contractor will provide the following:

C.3.1 SUBSCRIPTIONS & SERVICE

- C.3.3.1 (1) – (BSL-009-000) – Babel X Subscription**
- C.3.3.2 (1) – (BSL-009-001) – Babel X Subscription Read Only**
- C.3.3.3 (1) – (BDP-002-000) – Babel X Data Package (Fixed Rate) –
15 active filters**
- C.3.3.4 (1) – (BPS-001-000) – Babel X Public Records Search**
- C.3.3.5 (1) – (BST-001-000) – Babel University**

C.4 CHANGE OF SPECIFICATION

No change in the specification of standards, materials or services will be authorized for this statement of work.

C.9 TECHNICAL REQUIREMENTS AND DELIVERABLES

The Contractor shall be responsible for providing all the above mentioned subscriptions and service. The procurement proposed shall consist of all necessary items as per the above section **C.3**.

C.10 DELIVERABLES

The Contractor shall be required to meet the following deliverables for this SOW:

Section Reference	Description	Due Date
C.3	Procurement of all subscriptions and service	October 1, 2017
	Client Signoff	

**DETERMINATION AND FINDINGS
FOR A
SOLE SOURCE PROCUREMENT**

CONTRACT NO:

CAPTION:

PROPOSED CONTRACTOR: **Babel Street, Inc.**

PROGRAM AGENCY: **HSEMA**

FINDINGS

1. AUTHORIZATION:

D.C. Official Code § 2-354.04, 27 DCMR 1304, 1700 and 1701

2. MINIMUM NEED:

1

3. ESTIMATED REASONABLE PRICE:

\$33,600

4. FACTS WHICH JUSTIFY SOLE SOURCE PROCUREMENT:

The District of Columbia's Homeland Security and Emergency Management Agency (HSEMA) is statutorily tasked with cooperating with governmental and nongovernmental agencies, organizations, associations, and other entities, and coordinating the activities of all organizations for civil defense within the District. The Agency's civil defense duties include coordinating the District's response to emergencies and disasters – both natural and man-made. In addition, HSEMA provides support to the Federal government during National Special Security Events (NSSE).

In connection with the aforementioned responsibilities, HSEMA staffs and operates the District's Fusion Center. In order to ensure that the agency is able to continuously conduct social media research to be aware of events and hazards that might affect District residents, including those that might require a District government/regional stakeholder response or an alert, HSEMA is requesting a sole source contract for a Babel Street Subscription for the period beginning October 1, 2017 to September 30, 2018.

The Babel Street web-based application is a multi-lingual, geo-enabled, text-analytics open source intelligence (OSINT) software as a service (SaaS) solution developed to meet the specialized needs of law enforcement and homeland security entities. The Babel Street platform generates real-time, actionable intelligence by persistently monitoring and analyzing open-source, web-based data sources through advanced statistical, linguistic, and crowd sourcing techniques. These advanced statistical, linguistic, and crowd sourcing techniques are based on a

proprietary knowledgebase and algorithms, as well as other patent issued and protected intellectual property of Babel Street, Inc. Babel Street, Inc. is the sole provider of updates and maintenance to the web-based application.

5. CERTIFICATION BY AGENCY HEAD:

I hereby certify that the above findings are true, correct, and complete.

Date


Brian Baker
Interim Director, HSEMA

proprietary knowledgebase and algorithms, as well as other patent issued and protected intellectual property of Babel Street, Inc. Babel Street, Inc. is the sole provider of updates and maintenance to the web-based application.

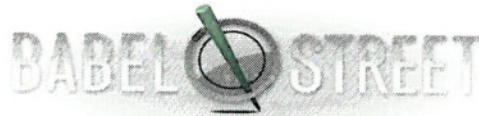
5. CERTIFICATION BY AGENCY HEAD:

I hereby certify that the above findings are true, correct, and complete.

8/31/2017
Date



Brian Baker
Interim Director, HSEMA



Customer (User):
 DC Fusion Center
 2720 Martin Luther King Jr Ave SE
 Washington, D.C. 20032

Bill to (If Different):

Date: August 18, 2017

MSA # 20160830.002.02M

Customer Contact:
 Briana Huggins
 briana.huggins@dc.gov
 (202) 481-3029

Babel Street Contact:
 Matt McGill
 mmcgill@babelstreet.com
 +1.703.956.3572

Proposal # 20170801.010.02

Product	Description	Term	Product Code	Price	Quantity	Total
Babel X® Subscription	1 User(s)	Annual	BSL-009-000	\$4,200.00	1	\$4,200.00
Babel X® Subscription Read Only	1 User(s)	Annual	BSL-009-001	\$4,200.00	1	\$4,200.00
Babel X® Fixed Rate	15 Active Filters	Annual	BDP-002-000	\$25,200.00	1	\$25,200.00
Babel X® Public Records Search	1,000 Searches/User	Annual	BPS-001-000	Included	1	Included
Subscription & Data						\$33,600.00
Babel University	1 User(s)		BST-001-000	Included	1	Included
Travel & Training						Included
Proposal Total						\$33,600.00

Product Description/Terms

- Customer’s purchase under this Proposal Form is subject to, and Customer agrees to be bound by, the Master Subscription Agreement referenced above. If no Master Subscription Agreement is referenced above, then prior to the commencement of the Subscription Term, Customer shall execute, as applicable, the Babel Street Evaluation Terms (click-through terms), the Babel Street Evaluation Agreement (hard copy) and/or the Babel Street Master Subscription Agreement (together with any applicable Addendum, the “Subscription Agreement”). The Terms and Conditions of this Proposal shall be incorporated with and into the Subscription Agreement. In the event of a direct conflict between this Proposal and the Subscription Agreement, this Proposal shall control. By executing this Proposal, Customer hereby [i] agrees to be bound by the terms and conditions included in, and/or attached to, this Proposal, including the applicable Subscription Agreement, [ii] certifies that the information provided by or on behalf of Customer in order to obtain the pricing set forth herein is accurate and complete, [iii] certifies that the individual signing on behalf of the customer has the authority to do so. Notwithstanding anything to contrary herein, this Proposal Form shall constitute an “Order Form” as defined in the applicable Subscription Agreement.

- Some Data Providers may have limitations, may not be available to all users, or may require acknowledgement of an approved use case within the Babel X platform.

- The Subscription Term shall commence on the earlier to occur of (i) the date on which Babel Street receives full payment for this Proposal, or (ii) the date on which Babel Street provides Customer with log-in credentials for Babel University (the “Subscription Effective Date”). The Subscription Term shall be 12 Months unless specifically stated elsewhere within this Proposal.



Order No : PO570883 -WRTAC-FY 2018- Annual Software Subscription- 8BNUA6

Issued on Tue, 03 Oct, 2017

Supplier

Babel Street Inc.
 1818 Library Street, STE 500
 Suite 500
 Reston, VA 20910
 Phone: 703.956.3572
 Contact

Ship To

Emergency Management Agency
 2720 Martin Luther King, Jr. Ave., SE
 Washington, DC 20032
 United States

Bill To:

Emergency Management Agency Attn: PSJC (HSEMA) - Accounts Payable Division
 899 North Capitol Street, N.E. Suite: 600A
 Washington, DC 20002
 United States
 Phone: 1(202) 727-4449
 Fax: 1(202) 727-4845

Bill To Contact: Attn: Rosanne Etinoff-Accounts Payable Division
 Contract Number: N/A
 Requester: Monica Hill
 Delivery Date: Tue, 3 Oct, 2017
 PR No.: RQ965639

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	HSEMA engages Babel Street, Inc. to procure ...		each	33,600	Tue, 03 Oct, 2017	\$1.00 USD	\$33,600.00 USD
HSEMA engages Babel Street, Inc. to procure the following Babel X Subscription: 1) Babel X Subscription, 1 User(s) , Annual, Product No. BSL-009-000 1 ea @ \$4,200.00 = \$4,200.00. 2) Babel X Subscription Read Only - 1 User(s), Annual, Product No.: BSL-009-001, 1 ea. @ \$4,200.00 = \$4,200.00. 3) Babel X Fixed Rate, 15 Active Filters, Annual Product No.: BDP-002-000, 1 ea. @ \$25,200.00 = \$25,200.00. 4) babel X Public Records Search, 1,000 Searches/User, Annual, part No.: BPS-001-000 included. 5) babel University, 1 User(s), Product No.: BST-001-000, included. 6) Travel and Training included. Grand Total: \$33,600.00.							
Total							\$33,600.00 USD

Comments

- COMMENT by **aribasystem** on 10/03/2017
 ALL INVOICES SHALL BE SUBMITTED TO THE 'BILL TO' ADDRESS INDICATED ON THIS PURCHASE ORDER. INVOICES SHALL INCLUDE THE PURCHASE ORDER NUMBER, CONTRACT NUMBER (IF APPLICABLE), CONTRACTOR'S NAME AND ADDRESS, INVOICE DATE, QUANTITY AND DESCRIPTION OF GOOD(S) OR SERVICE(S) FOR WHICH PAYMENT IS BEING REQUESTED, REMITTANCE ADDRESS, AND CONTACT PERSON NAME AND PHONE NUMBER IF THERE IS A PROBLEM WITH THE INVOICE. INVOICES FOR QUANTITIES OR AMOUNTS GREATER THAN WHAT IS STATED ON THE PURCHASE ORDER WILL BE REJECTED. FAILURE TO FOLLOW THESE INSTRUCTIONS MAY RESULT IN DELAYS IN PAYMENT. (aribasystem, Tue, 03 Oct, 2017)
- COMMENT by **aribasystem** on 10/03/2017
 FOB is Destination unless specified otherwise (aribasystem, Tue, 03 Oct, 2017)
- COMMENT by **aribasystem** on 10/03/2017
 ****GOVERNMENT OF THE DISTRICT OF COLUMBIA STANDARD CONTRACT PROVISIONS FOR USE WITH THE DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS (July 2010) ARE HEREBY INCORPORATED BY REFERENCE. WWW.OCP.DC.GOV***** (aribasystem, Tue, 03 Oct, 2017)



Homeland Security and Emergency Management Agency

Statement of Work

HSEMA UCC,
HSEMA Babel Street Continuing Service



Author: Homeland Security and Emergency Management Agency

Client name	DC Homeland Security and Emergency Management Agency
Project name	HSEMA Babel Street Continuing Service

C.1 SCOPE:

The Contractor shall provide the following product and service categories as part of this Statement of Work:

- Procurement of subscriptions and service needed to maintain the Babel X Subscription for social media research capabilities
(Section C.3)
 - Babel X, is a cloud-based engine that searches various data sources and generates actionable output. It is utilized to support the daily functions of the WRTAC, and the mission of HSEMA as a whole.

The Contractor shall provide service and routine maintenance as specified in the product proposal.

C.1.1 APPLICABLE DOCUMENTS

Document No.	Document Type	Title	Date
1			

C.2 BACKGROUND

The District of Columbia Homeland Security and Emergency Management Agency (HSEMA) is host to a number of trainings, exercises, meetings, activations (including past and future National Special Security Events) in the Emergency Operations Center (EOC), and houses the District of Columbia fusion center, the Washington Regional Threat Analysis Center(WRTAC), at the current HSEMA facility located at 2720 Martin Luther King Jr Ave. SE, Washington DC 20032. This SOW will allow HSEMA to continue to provide the technological tools to support the District of Columbia fusion center (WRTAC). This software tool is utilized to conduct social media research, a critical function of daily operations and one component of how HSEMA supports special events hosted in the District. As part of this effort DC HSEMA requires procurement of the above mentioned licenses and subscriptions.

C.3 PROCUREMENT OF SOFTWARE AND MAINTENANCE

The successful Contractor will provide subscriptions and service as per the below listing.

The Contractor will provide the following:

C.3.1 SUBSCRIPTIONS & SERVICE

- C.3.3.1 (4) – (BSL-009-000) – Babel X Subscription**
- C.3.3.2 (1) – (BDP-002-000) – Babel X Data Package (Fixed Rate) –
15 active filters**
- C.3.3.3 (1) – (BPS-001-000) – Babel X Public Records Search**
- C.3.3.4 (1) – (BST-001-000) – Babel University**

C.4 CHANGE OF SPECIFICATION

No change in the specification of standards, materials or services will be authorized for this statement of work.

C.9 TECHNICAL REQUIREMENTS AND DELIVERABLES

The Contractor shall be responsible for providing all the above mentioned subscriptions and service. The procurement proposed shall consist of all necessary items as per the above section **C.3**.

C.10 DELIVERABLES

The Contractor shall be required to meet the following deliverables for this SOW:

Section Reference	Description	Due Date
C.3	Procurement of all subscriptions and service	Within two weeks after contract award
	Client Signoff	



Date: August 17, 2018
Order # 2018.0817.001.03(1)

Customer (User):

DC Fusion Center
 2720 Martin Luther King Jr Ave SE
 Washington, DC 20032

Customer Contact:

Paige Schilling
 Paige.Schilling@dc.gov
 (202) 604-6239

Babel Street Contact:

Steve Tomaselli
 stomaselli@babelstreet.com
 +1.703.956.3572

Product	Description	Term	Product Code	Price	Quantity	Total
Babel X® Subscription		Annual	BSL-009-000			
Babel X® Authorized User(s)		Annual		\$4,500.00	2	\$9,000.00
<i>Babel X is a Commercial Item SaaS subscription subject to End User Subscription Terms at https://www.babelstreet.com/legal/enduserterms-c.pdf</i>						
Babel X® Fixed Rate	15 Active Filters	Annual	BDP-002-000	\$28,500.00	1	\$28,500.00
Babel X® Public Records Search	1,000 Searches/User	Annual	BPS-001-000	Included	2	Included
Subscription & Data						\$37,500.00
Babel University®	2 User(s)		BST-001-000	Included	1	Included
Training						Included
Order Form Total						\$37,500.00

Terms and Conditions

All capitalized terms used in this Order Form but not defined herein shall have the meaning given to such terms in the Babel Street End User Subscription Terms (the "Terms"). If an "Additional Terms" box is checked above, those terms are attached hereto, and incorporated by this reference into, the Agreement (as defined in the Terms).

Subscription Term

For full subscriptions or pilot subscriptions, Customer's right to access and use the Application and/or the Data Feeds ("Subscription Term") shall commence on the earlier to occur of (i) the date on which Babel Street provides the Customer with log-in credentials for either Babel University or Babel X or (ii) the date that is seven (7) calendar days following execution of this Order Form (in either case, the "Subscription Effective Date"). The initial Subscription Term shall be twelve (12) months unless specifically stated elsewhere within this Order Form. For any renewal Subscription Term, the Subscription Effective Date shall be the calendar day immediately following expiration of either the initial Subscription Term or the then current renewal Subscription Term. Additional products may be purchased during the Subscription Term pursuant to an add-on Order Form (each, an "Add-On Order Form"). Any such additional products shall be coterminous with the original Subscription Term.

Fees

All Fees and expenses are quoted and invoiced in U.S. Dollars unless otherwise specified in this Order Form. All invoiced amounts are due and payable in advance by Customer. Fees are exclusive of any taxes, assessments or duties that may be assessed upon the Application or any Support provided under this Agreement, including, without limitation, sales, use, excise, value added (VAT), goods and services taxes (GST), personal property, electronic/Internet commerce, export, import, withholding taxes, and third-party fees. Customer is responsible for directly paying any such taxes assessed against it, and Customer will promptly reimburse Babel Street for any such taxes payable or collectible by Babel Street. Such taxes do not include taxes based upon Babel Street's income. Tax exemption certificates or reseller certificates, if any, must be submitted at the time Customer signs an Order Form. For Babel X Data Package-based subscriptions, when the Data Package limit is reached, data collection may cease. Existing data will be retained during the Subscription Term, subject to the retention policies of the applicable data provider. Babel X Fixed-Rate subscriptions are not subject to data limits; however, data collection may be slowed during times of high demand and certain data feeds may be limited.

End User Terms

If Customer executes this Order Form without using an Agent, Customer agrees to be bound by the End User Subscription Terms ("Terms") found at <https://www.babelstreet.com/legal/enduserterms-c.pdf>, which are hereby incorporated by reference in their entirety (the Order Form, any Add-On Order Form, Terms and any applicable Additional Terms checked above (each, an "Addendum") attached to this Order Form being collectively referred to as the "Agreement"). In the event of a direct conflict between this Order Form and the Terms and/or an applicable Addendum, this Order Form shall control. In the event that Agent executes this Order Form on behalf of Customer, Agent hereby agrees that it will either (i) obtain and provide to Babel Street a copy of the Terms signed or acknowledged in writing by Customer, or (ii) provide a copy of the end-user's contract and/or PO with Agent that conspicuously includes the following language "Babel X® is Commercial Item software subject to End User Subscription Terms at <https://www.babelstreet.com/legal/enduserterms-c.pdf>". Agent further acknowledges that it will not have any access or usage rights to the Application unless separately granted to Agent by Customer as permitted by the Terms.

Trademarks

Babel Street, Babel X, Babel BOX, Babel Sentry, Locate X, Babel University, "Decipher Your World" and the Babel Logos are the proprietary trademarks of Babel Street, Inc.

Authority

By executing this Order Form, the undersigned hereby (i) certifies that the information provided by or on behalf of Customer in order to obtain the pricing set forth herein is accurate and complete and (ii) certifies that the individual signing below has the legal authority to bind the Customer or the Agent, as applicable.

No Conflicting Terms.

Babel Street's receipt of a purchase order from either Customer or Agent based on this Order Form is expressly subject to, and contingent upon, Customer's execution of, and agreement to, the Terms. In the event that the terms in any Customer or Agent purchase order differ from, or conflict with, the terms of the Agreement, the Agreement shall control and the conflicting or additional purchase order terms will not apply. Babel Street expressly rejects any additional, different or conflicting terms in a Customer or Agent purchase order, and any such purchase order shall be for Customer's or Agent's, as the case may be, internal and/or reference purposes only.

This Order Form is valid for 60 days from the date issued.

Additional Terms:

Babel Street, Inc.

DC Fusion Center

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

PO # _____



***** Electronic Invoicing Purchase Order. Please use <https://vendorportal.dc.gov> to register and submit invoices. *****

Order No : PO592629 -FY 2019- IT- Situational Awareness services/subscription (8BNUA7)

Issued on Wed, 17 Oct, 2018

Supplier

Babel Street Inc.
1818 Library Street, STE 500
Suite 500
Reston, VA 20910
Phone: 703.956.3572
Contact

Ship To

Emergency Management Agency
2720 Martin Luther King, Jr. Ave., SE
Washington, DC 20032
United States

Bill To:

Please use <https://vendorportal.dc.gov> to register and submit invoices.

Bill To Contact: Attn: Rosanne Etinoff-Accounts Payable Division
Contract Number: N/A
Requester: Monica Hill
Delivery Date: Thu, 11 Oct, 2018
PR No.: RK102707

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	The WRTAC utilizes Babel Street to provide ...		each	37,500	Thu, 11 Oct, 2018	\$1.00 USD	\$37,500.00 USD
	The WRTAC utilizes Babel Street to provide situational awareness						
Total							\$37,500.00 USD

Comments

- Ruby Nelson, 10/16/2018:
THE CONTRACTOR SHALL SUBMIT PAYMENT REQUESTS IN ELECTRONIC FORMAT THROUGH THE DC VENDOR PORTAL [VENDORPORTAL.DC.GOV](https://vendorportal.dc.gov) BY SELECTING THE APPLICABLE PURCHASE ORDER NUMBER WHICH IS LISTED ON THE CONTRACTOR'S PROFILE. INVOICES FOR QUANTITIES OR AMOUNT GREATER THAN WHAT IS STATED ON THE PURCHASE ORDER WILL BE REJECTED. FAILURE TO FOLLOW THESE INSTRUCTIONS MAY RESULT IN DELAYS IN PAYMENT. (Ruby Nelson, Tue, 16 Oct, 2018)
- COMMENT by **aribasystem** on 10/17/2018
****GOVERNMENT OF THE DISTRICT OF COLUMBIA STANDARD CONTRACT PROVISIONS FOR USE WITH THE DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS (July 2010) ARE HEREBY INCORPORATED BY REFERENCE. WWW.OCP.DC.GOV****
(aribasystem, Wed, 17 Oct, 2018)
- COMMENT by **aribasystem** on 10/17/2018
FOB is Destination unless specified otherwise (aribasystem, Wed, 17 Oct, 2018)
- COMMENT by **aribasystem** on 10/17/2018
The Contractor shall submit payment requests in electronic format through the DC Vendor Portal vendorportal.dc.gov by selecting the applicable purchase order number which is listed on the Contractor's profile. INVOICES FOR QUANTITIES OR AMOUNTS GREATER THAN WHAT IS STATED ON THE PURCHASE ORDER WILL BE REJECTED. FAILURE TO FOLLOW THESE INSTRUCTIONS MAY RESULT IN DELAYS IN PAYMENT. (aribasystem, Wed, 17 Oct, 2018)



Homeland Security and Emergency Management Agency

Statement of Work

**HSEMA UCC,
HSEMA Babel Street Continuing Service**

Author: Homeland Security and Emergency Management Agency

Client name	DC Homeland Security and Emergency Management Agency
Project name	HSEMA Babel Street Continuing Service

C.1 SCOPE:

The Contractor shall provide the following product and service categories as part of this Statement of Work:

- Procurement of subscriptions and service needed to maintain the Babel X Subscription for social media research capabilities

(Section C.3)

- Babel X, is a cloud-based engine that searches various data sources and generates actionable output. It is utilized to support the daily functions of the NTIC, and the mission of HSEMA as a whole.

The Contractor shall provide service and routine maintenance as specified in the product proposal.

C.1.1 APPLICABLE DOCUMENTS

Document No.	Document Type	Title	Date
1			

C.2 BACKGROUND

The District of Columbia Homeland Security and Emergency Management Agency (HSEMA) is host to a number of trainings, exercises, meetings, activations (including past and future National Special Security Events) in the Emergency Operations Center (EOC), and houses the District of Columbia fusion center, the Washington Regional Threat Analysis Center(WRTAC), at the current HSEMA facility located at 2720 Martin Luther King Jr Ave. SE, Washington DC 20032. This SOW will allow HSEMA to continue to provide the technological tools to support the District of Columbia fusion center (WRTAC). This software tool is utilized to conduct social media research, a critical function of daily operations and one component of how HSEMA supports special events hosted in

the District. As part of this effort DC HSEMA requires procurement of the above mentioned licenses and subscriptions.

C.3 PROCUREMENT OF SOFTWARE AND MAINTENANCE

The successful Contractor will provide subscriptions and service as per the below listing.

The Contractor will provide the following:

C.3.1 SUBSCRIPTIONS & SERVICE

- C.3.3.1 (4) – (BSL-009-000) – Babel X Subscription**
- C.3.3.2 (1) – (BDP-002-000) – Babel X Data Package (Fixed Rate) – 15 active filters**
- C.3.3.3 (1) – (BPS-001-000) – Babel X Public Records Search**
- C.3.3.4 (1) – (BST-001-000) – Babel University**

C.4 CHANGE OF SPECIFICATION

No change in the specification of standards, materials or services will be authorized for this statement of work.

C.9 TECHNICAL REQUIREMENTS AND DELIVERABLES

The Contractor shall be responsible for providing all the above mentioned subscriptions and service. The procurement proposed shall consist of all necessary items as per the above section **C.3**.

C.10 DELIVERABLES

The Contractor shall be required to meet the following deliverables for this SOW:

Section Reference	Description	Due Date
C.3	Procurement of all subscriptions and service	Within two weeks after contract award
	Client Signoff	