

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, 30</i>				1. REQUISITION NUMBER 23-21-231RXN038		Page 1 of 3	
2. CONTRACT NO. 47QTC18D0081		3. AWARD/EFFECTIVE DATE 05/11/2021		4. ORDER NUMBER 70Z02321FRXN03800		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL		a. NAME		b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE OR LOCAL TIME	
9. ISSUED BY COMMANDANT (CG-9124) USCG HEADQUARTERS (CG-912) 2703 MARTIN LUTHER KING JR AVE SE Washington DC 20593-0001 (202)267-2930				CODE 70374 REQUIRED DELIVERY DATE: 05/11/2021		10. THIS ACQUISITION IS <input checked="" type="radio"/> UNRESTRICTED <input type="radio"/> SET ASIDE 0.00 % FOR <input type="radio"/> SMALL BUSINESS <input type="radio"/> HUBZONE SMALL BUSINESS <input type="radio"/> 8(A) NAICS: 511210 SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE				12. DISCOUNT TERMS Net: 30 Disc: 0 Fast Pay: <input type="checkbox"/> Per: 0 Excl: \$0.00		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15CFR 700) <input type="checkbox"/>	
13b. RATING				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO USCG INTELLIGENCE AND CRIMINAL INV 2703 MARTIN LUTHER KING JR AVE SE Washington DC 20593				CODE 76003 (202)372-2779 RM#		16. ADMINISTERED BY USCG HEADQUARTERS (CG-912) 2703 MARTIN LUTHER KING JR AVE SE Washington DC 20593-0001	
17a. CONTRACTOR/OFFEROR CCR Mandatory for Payment. See www.CCR.gov. CCR Registration Required: Your Duns number must be indicated on your invoice before payment will be made. Christopher DeLauter EXECUTIVE INFORMATION SYSTEMS LIMITED LIABILITY COMPANY 6901 ROCKLEDGE DRIVE STE 600 BETHESDA MD 208177836 USA				CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE 51800 https://www.fincen.uscg.mil/secure/web_invoices.htm OR MAIL TO: Commercial Invoices USCG Finance Center PO BOX 4115 Chesapeake VA 23327-4115 Customer Service No: (800)564-5504	
<input checked="" 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 IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO		20. SCHEDULE OF SUPPLIES/SERVICES		21. QTY	22. UNI	23. UNIT PRICE	24. AMOUNT
1		The United States Coast Guard (USCG) hereby issues a Firm Fixed Price (FFP) Delivery Order Number 70Z02321FRXN03800 under GSA Schedule 47QTC18D0081 for EIS Single Subscription (Babel X License, 5 Active Filters - Per user, BSP-002-001)) in accordance with the attached Statement of Objectives (SOO). Period of Performance: May 11, 2021 through May 10, 2022 Invoicing Instructions: 1. Email your invoice to the following email address: FIN-SMB-Invoices@uscg.mil 2. Do NOT submit your invoice through the USCG <i>Please include block #1 on invoice. E-mail: cscall@fincen.uscg.mil</i> <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>		17	EA	\$12,908.08	\$219,437.36
25. ACCOUNTING AND APPROPRIATION DATA 2R101 199300XN / 76003 / 3130 / 000 / ANPXN25OSINT / \$219,437.36				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00 \$219,437.36			
<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. ADDENDA <input type="radio"/> ARE <input checked="" type="radio"/> ARE NOT ATTACHED.				<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="radio"/> ARE <input type="radio"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <u>0</u> OFFER DATED <u>04/19/2021</u> 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		31c. DATE SIGNED	
[REDACTED]		[REDACTED]		[REDACTED]		05/11/2021	

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Finance Center online portal invoice submission website.</p> <p>3. Your invoice must be attached to the email as one continuous PDF document and must be under 5MB in total.</p> <p>4. Your invoice must include the following information in the PDF:</p> <ul style="list-style-type: none"> - 4a. Order Number (this is usually found on Block 3 or Block 4 of the Order, depending on the ordering form the USCG used); - 4b. Requisition Number (this is usually found on Block 4 or Block 1 of the Order, depending on the ordering form the USCG used); - 4c. DUNS Number (this is not on your Purchase Order but must be included in the invoice) and your company address. Your DUNS and address on your invoice match what is listed in SAM for your company; - 4d. The total amount being invoiced for that includes the line item in the Purchase Order and amount per line item; and, -4e. The items being invoiced for, the contract line item descriptions, the total value, and the periods of performance must all match was it is in the contract exactly. -4f. When invoicing, you cannot invoice for work up front. For example, if your invoice covers a period of March 1st to April 25th, you cannot submit an invoice until after April 25th. The Coast Guard is not authorized to pay for products and services up front unless yearly pricing is built into such items such as subscription services or other such commercial practices. 				
32a. QUANTITY IN COLUMN 21 HAS BEEN					
<input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED					
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVT. REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVT. REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVT. REPRESENTATIVE			
		32g. E-MAIL OF AUTHORIZED GOVT. REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (<i>Location</i>)			
		41c. DATE		42c. DATE REC'D (<i>YY/MM/DD</i>)	
				42d. TOTAL CONTAINERS	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, 30

1. REQUISITION NUMBER

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	<p>5. NOTE: 4a, 4b, 4c, 4d, 4e, and 4f above are MANDATORY. The USCG Finance Center will immediately reject your invoice if all five of these elements being present on your invoice. Failure to follow these directions shall result in your invoice being automatically rejected, possibly without your company being notified.</p> <p>(End of Invoicing Instructions)</p> <p>Supporting documentation along with a courtesy copy of the invoice shall also be mailed to the Contracting Officer, (KO) cited below:</p> <p>KO: [REDACTED]</p> <p>Attachments:</p> <ol style="list-style-type: none">1. Statement of Objectives (SOO)2. Clauses and Provisions <p>2R101 199300XN/ 76003/3130/ANPXN25OSINT/DEF. TASK \$219437.36</p>				

STATEMENT OF OBJECTIVES (SOO) FOR OPEN SOURCE INTELLIGENCE (OSINT) DATA SUBSCRIPTION LICENSE PROCUREMENT

1.0 PURPOSE.

The purpose of this effort is to procure (17) OSINT data subscription user licenses for U.S. Coast Guard Intelligence and Criminal Investigations (CG-2) intelligence field units. Access to intelligence data systems through subscription licenses is solely web based, unclassified, and does not require software or hardware to be installed on a government system or network.

2.0 SCOPE OR MISSION.

The U.S. Coast Guard, referred to hereafter as USCG, requires access to OSINT social media data sets and analytics capabilities to conduct the agency's 11 statutory missions to include marine safety, port and waterways security, drug interdiction, migrant interdiction, and defense readiness. Without this capability, intelligence professionals are required to conduct an intensive manual analysis of data in order to inform operational commanders of potential targets of interest. Mission critical operational support is dependent on the automated rapid data analytics functions provided by social media intelligence vendors. Specific USCG intelligence mission requirements associated with this procurement are classified or otherwise categorized as Controlled Unclassified Information (CUI) and will not be provided.

3.0 PERIOD OF PERFORMANCE.

The period of performance for this statement of objectives is (1) year: May 11, 2021 through May 10, 2022.

4.0 PLACE OF PERFORMANCE.

N/A

5.0 PERFORMANCE OBJECTIVES.

The contractor shall provide (17) OSINT data subscription service user licenses to the government. The contractor shall provide the licenses for the period of performance identified in SOO Section 3.0.

Key performance objectives for the OSINT data subscription service:

1. The contractor shall provide a secure, web based, automated, user customizable, data collection, analysis, distribution and rapid language translation capability to gather information from publicly available sources. These sources are to include the most widely used social media websites, blogs, and information sensors. Social media websites should include, but not be limited to Facebook, Twitter, YouTube, Instagram, VK, 4chan, Tumblr, Snapchat, blogs and micro blogs.
2. The contractor shall provide the USCG access to social media data. 100% availability of social media data is strongly desired versus data sampling.
3. The contractor shall provide automated language translation capability within the subscription service. Translation of languages should include, but not limited to Spanish,

Portuguese, Haitian Creole, Russian, Mandarin Chinese, Korean, Vietnamese, Tagalog, French, German, Arabic, Farsi, Persian, Italian, and Japanese.

4. The contractor shall provide analysis capabilities to include geocoded event mapping and display, themed event grouping, validation of sources, display of metadata data from source and the ability to access to the raw original source data.
5. The contractor service application shall have a user customizable search capability based on keywords (including proximity searches), geography, languages, URLs, and time, as well an alert function to notify analysts when high interest events are detected.
6. The contractor service application shall provide USCG analyst capabilities to share data and data queries with other U.S. government application users as well as the ability to distribute data externally via email.
7. The contractor service application shall provide anonymization for Coast Guard users.
8. The contractor shall provide agile, timely, virtual training and technical support for the use of subscription licenses to USCG users.

6.0 OPERATING CONSTRAINTS.

6.1 SECTION 508 COMPLIANCE.

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) (codified at 29 U.S.C. § 794d) requires that when Federal agencies develop, procure, maintain, or use information and communications technology (ICT), it shall be accessible to people with disabilities. Federal employees and members of the public with disabilities must be afforded access to and use of information and data comparable to that of Federal employees and members of the public without disabilities.

All products, platforms and services delivered as part of this work statement that, by definition, are deemed ICT shall conform to the revised regulatory implementation of Section 508 Standards, which are located at 36 C.F.R. § 1194.1 & Appendix A, C & D, and available at <https://www.gpo.gov/fdsys/pkg/CFR-2017-title36-vol3/pdf/CFR-2017-title36-vol3-part1194.pdf>.

In the revised regulation, ICT replaced the term electronic and information technology (EIT) used in the original 508 standards. ICT includes IT and other equipment.

Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the Contracting Officer and a determination will be made according to DHS Directive 139-05, Office of Accessible Systems and Technology, dated November 12, 2018 and DHS Instruction 139-05-001, Managing the Accessible Systems and Technology Program, dated November 20, 2018, or any successor publication.

6.1.1 Section 508 Requirements for Technology Products

Section 508 applicability to Information and Communications Technology (ICT):

OSINT Data Subscription Licenses

Applicable Exception: N/A **Authorization #:** N/A

Applicable Functional Performance Criteria: Does not apply

Applicable 508 requirements for electronic content features and components (including but not limited to Internet or Intranet website): Does not apply

Applicable 508 requirements for software features and components: Does not apply

Applicable 508 requirements for hardware features and components: Does not apply

Applicable 508 requirements for support services and documentation: All requirements in Chapter 6 apply

6.1.2 Section 508 Deliverables

Section 508 Accessibility Conformance Reports: For each ICT item offered through this contract (including commercially available products, and solutions consisting of ICT that are developed or modified pursuant to this contract), the Offeror shall provide an Accessibility Conformance Report (ACR) to document conformance claims against the applicable Section 508 standards. The ACR shall be based on the Voluntary Product Accessibility Template Version 2.0 508 (or successor versions). The template can be found at <https://www.itic.org/policy/accessibility/vpat>. Each ACR shall be completed by following all of the instructions provided in the template, including an explanation of the validation method used as a basis for the conformance claims in the report.

7.0 SECURITY.

Contractor access to classified information is not required within this SOO. Contractor assess, transmission, and storage of Personally Identifiable Information (PII) and Sensitive PII (SPII) may be required to facilitate performance of this contract. DHS Homeland Security Acquisition Regulation (HSAR) Class Deviation 15-01 clauses are invoked where applicable and are included within this contract.

7.1 USER ACCOUNT SECURITY.

The USCG shall safeguard the use of OSINT data subscription client application account credentials and not share account credentials with third parties, to include other government agencies.

7.2 DATA SHARING.

In furtherance of U.S. government missions, the USCG may share data with other U. S. government organizations or foreign partners with the U. S. government, obtained or otherwise generated through the use of OSINT data subscription services. Additionally, the USCG may display examples of reports or results, in furtherance of U.S. government missions, to other partner government organizations for the purpose of familiarizing those partners with USCG missions or activities.

The contractor shall not display, release, publish, or otherwise disseminate to parties outside of the U.S. government any information containing USCG activity on client user accounts without express written consent from the USCG Contracting Officer. Examples of USCG activities that the contractor shall not display, release, publish, or otherwise disseminate to parties outside of the U. S. government include USCG history of reports access, system/search query history, specific search/query terms, specific search/query parameters, or the metadata associated with such searches, terms, and parameters.

Communications regarding any and all changes, modifications, deletions or additions to the contract must be made through the USCG Contracting Officer's Representative (COR) and Contracting Officer to ensure that changes in the work, services, and resulting effects on delivery schedule are formalized in a written supplemental agreement or contract modification issued by the Contracting Officer. The contractor shall not proceed with any proposed changes until formally approved by the USCG Contracting Officer.

8.0 FACILITY AND COMPUTER ACCESS.

Contractor personnel are not required to access government facilities, government IT systems, or government networks in performance of this contract.

9.0 CONTRACTOR PROPOSED CYBER/ IT-RELATED SOLUTIONS.

The contractor shall identify all cyber/IT-related hardware, software and/or services that are included as part of its solution to the government’s requirement to store or process Coast Guard data or connect to Coast Guard networks or other assets. The offeror or contractor shall provide this information in an electronic delimited file format (for example, csv file, docx table, xlsx table, rtf table or HTML file) as follows in its government response to the solicitation. The contractor shall notify the Contracting Officer of any new or additional technical functionality, to include new data search capabilities, accessible by the government in the use of data subscription licenses within the contract performance period.

Contractor Proposed Cyber/IT Related Solutions for CG-6 Review

Product Name or Service	Manufacturer or Company	Version (if any)	Release (if any)	Quantity (if any)	Brief Description	Cost (If not FFP. Contractor is responsible for also ensuring inclusion in the cost proposal)	Recurring or Non-Recurring? If recurring, state frequency

ATTACHMENT II

CONTRACT CLAUSES, TERMS AND CONDITIONS

GSA Schedule Clauses

All clauses from your GSA schedule that are applicable to this order flow down and affect this order.

52.252-2 -- Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, this contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (is): www.acquisition.gov

Homeland Security Acquisition Regulation (HSAR):

Clause 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.

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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

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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 offer or 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 3009.108-7001 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 3009.108-7001 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 3009.108-7001 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.