

# FALCON funding request for follow-on Contract

- **Anticipated Period of performance:**
  - Base Year: March 2013 through March 2014
  - Two option years
  
- **Independent Government Cost Estimate:**

Year	Operation and Maintenance	Expansion of cores to allow for more users and enhancements	Backup/ Recovery Infrastructure	Total / Year
------	---------------------------	---	---------------------------------	--------------

(b)(7)(E)

**Notes:**

(b)(7)(E)

**a. Maintenance**

Palantir’s Enterprise Operations and Maintenance (O&M) program includes: remote support, onsite support, training, rapid turnaround, simple data integration and configuration, analyst support, and program management. All of these are detailed in the section “Technical Support.”

Under Enterprise O&M, onsite and remote engineering support is offered to integrate with third party products, enable interoperability, simple data integration tasks and simple helper development. At the discretion of Palantir, additional support may be provided, as a part of the maintenance fees, which will not cause a deduction from any applicable yearly onsite support hours specifically included in applicable maintenance costs. This level of support shall be determined by Palantir.

**b. Technical Support**

*Helpdesk Support:*

Technical issues can be submitted via email to (b)(7)(E) The (b)(7)(E) email address will be distributed widely by Palantir personnel during all group and desk side training interactions as the primary resource for resolving any and all issues in using Palantir to support users' work. Palantir personnel will staff a shared inbox between 9AM and 5PM EST. All requests to the helpdesk will be pursued until resolved or until the users chose to stop corresponding with the helpdesk. The helpdesk will also be used as a communication tool for disseminating relevant information to users on an ad hoc basis.

*Onsite Support:*

Under Enterprise O&M, the explicit level of guaranteed support is 30 hours per annum of onsite support per core. Our past deployment experience indicates that this is an adequate level of support given the relative complexity of larger deployments. Palantir requires onsite access to accomplish the included onsite support. To secure onsite support, the customer must coordinate with the Palantir deployment lead. Palantir will request the COR's approval for the personnel supporting this contract.

*Training:*

Palantir will provide training to ICE agents, special agents, group supervisors and any other employee involved in directly supporting active investigations. Training will be pursued on a strategic basis targeting only users with a clear, operational use for the Palantir system. Training schedules will give preference to locations where entire groups – agents, analysts and group supervisors – can be trained together, creating entire units capable of working together in Palantir to complete investigations. There is no explicit training goal by user count.

*Remote Support:*

Palantir documentation, Palantir DevZone, and Palantir Labs are available without additional charge as long as Standard O&M is current.

**✚ Expansion of cores to allow for more users and enhancements**

(b)(7)(E)

(b)(7)(E)

 **Backup/Recovery Infrastructure**

(b)(7)(E)

- **Pricing Allocation Justification**

Year	HSI (40%)	INTEL (30%)	OIA (20%)	OPR (10%)	Total
(b)(7)(E)					

**Notes:**

(b)(7)(E)

(b)(7)(E)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 7
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00003	See Block 16C	192114VHQ6ISI0013	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
ICE/Info Tech Svs/IT Services Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite (b)(6) Washington DC 20536	ICE/TC/IT SERVICE	ICE/Info Tech Svs/IT Services Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite (b)(6) Attn: (b)(6);(b)(7)(C) Washington DC 20536	ICE/TC/IT SERVICES
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	
PALANTIR TECHNOLOGIES INC 100 HAMILTON AVENUE SUITE 300 PALO ALTO CA 943011650		9B. DATED (SEE ITEM 11)	
CODE 3621309520000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-0086U HSCETC-13-F-00030	
		10B. DATED (SEE ITEM 13)	
		06/13/2013	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)  
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Pursuant to FAR 52.217-9 (Option to Extend the Term of the Contract) clause
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 362130952

Exempt Action: N

This modification obligates funding and fully funds Option Period 1 CLINs that were previously incrementally funded. See attached.

LIST OF CHANGES:

Reason for Modification : Funding Only Action

Obligated Amount for this Modification: (b)(4)

New Total Obligated Amount for this Award: (b)(4)

Incremental Funded Amount changed from (b)(4)

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6);(b)(7)(C) (b)(6);(b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
	16C. DATE SIGNED
	3/19/14

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-63)  
Prescribed by GSA  
FAR (48 CFR) 53.243

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 GS-35F-0086U/HSCETC-13-F-00030/P00003

PAGE OF  
 2 7

NAME OF OFFEROR OR CONTRACTOR  
 PALANTIR TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001	<p>CHANGES FOR LINE ITEM NUMBER: 1001                      Obligated Amount for this modification:                      (b)(4)                      Incremental Funded Amount changed from                      (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED:                      (b)(7)(E)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1006                      Obligated Amount for this modification:                      \$1,157,281.35                      Incremental Funded Amount changed from                      \$1,367,696.14 to \$2,524,977.49</p> <p>NEW ACCOUNTING CODE ADDED:                      (b)(7)(E)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1007                      Obligated Amount for this modification:                      (b)(4)                      Incremental Funded Amount changed from (b)(4) to                      (b)(4)</p> <p>NEW ACCOUNTING CODE ADDED:                      (b)(7)(E)</p> <p>Period of Performance: 06/14/2013 to 03/13/2015</p> <p>Change Item 1001 to read as follows (amount shown                      is the obligated amount):</p> <p>Option Year 1 (3/14/14 to 3/13/15)</p> <p>132-34-PT-PG-100001 Palantir Operations and                      Maintenance Support Services. This is a                      firm-fixed price optional CLIN for annual support                      and maintenance of 56 Palantir Gotham Licenses.                      This CLIN includes Palantir Phoenix and Palantir                      Mobile at no additional cost to the Government.                      Fully Funded Obligation (b)(4)                      Continued ...</p>				<p>(b)(4)</p>

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 GS-35F-0086U/HSCETC-13-F-00030/P00003

PAGE OF  
 3 7

NAME OF OFFEROR OR CONTRACTOR  
 PALANTIR TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Incrementally Funded Amount: (b)(4)  Accounting Info: (b)(7)(E)				
1006	Change Item 1006 to read as follows (amount shown is the obligated amount):  Option Year 1 (3/14/14 to 3/13/15)  (b)(7)(E)			(b)(7)(E)	
	Accounting Info: (b)(7)(E)  Change Item 1007 to read as follows (amount shown is the obligated amount):  Option Year 1 (3/14/14 to 3/13/15)  Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
GS-35F-0086U/HSCETC-13-F-00030/P00003

PAGE OF  
4 7

NAME OF OFFEROR OR CONTRACTOR  
PALANTIR TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1007	<p>PT-PG-000001 Palantir Gotham Perpetual License, per server core. No additional user licenses required. Includes initial year O&amp;M. Deployed in support of EID. This is a firm-fixed price CLIN for 80 Palantir Gotham Perpetual Licenses and annual support and maintenance for the inclusion of the EID dataset from 3/14/2014 to 3/13/2015.</p> <p>Fully Funded Obligation Amount: (b)(4)</p> <p>Incrementally Funded Amount:</p> <p>Accounting Info: (b)(7)(E)</p>			(b)(4)	0.00



Contract: GS-35F-0086U (Palantir Technologies Inc)  
 Task Order: HSCETC-13-F-00030  
 Mod: P00003  
 Title: FALCON Operations and Maintenance Support Services

### Ceiling and Funding Information

	Prior to this action	This action	Total
Total Task Order Fixed Price	(b)(7)(E)		
Total Obligated Funding			
Task Order Ceiling w/ Options			

### Period of Performance

<u>Begins</u>	<u>Ends</u>
6/14/2013	3/13/2015

### Task Order Administration

Contracting Officer

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

DHS/ICE/ITAD

801 I St NW

Washington, DC 20001

Telephone: 202-732-(b)(6);

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

Contract Specialist

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

DHS/ICE/ITAD

801 I St NW

Washington, DC 20001

Telephone: 202-732-(b)(6);

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

### Contracting Officer Representatives (COR/ACOR)

COR

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

Management and Program Analyst

DHS - ICE - HSI - IS&IM

500 12<sup>th</sup> St NW

Washington, DC 20024

Telephone: 202-732-(b)(6);(b)

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

ACOR

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

Management and Program Analyst

DHS - ICE - HSI - IS&IM

500 12<sup>th</sup> St SW

Washington, DC 20524

Telephone: 202-732-(b)(6);

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

### List of Attachments and Other Documents

Attachment Number	Attachment Title	Date	Number of Pages	Cross Reference Materials	Document Version
1	Attachment 1	3/19/2014	2		P00003

Contract: GS-35F-0086U (Palantir Technologies Inc)  
 Task Order: HSCETC-13-F-00030  
 Mod: P00003  
 Title: FALCON Operations and Maintenance Support Services

1. This modification obligates the remaining funding to fully fund Option Period I as outlined below:

(a) Contract Line Item Numbers (CLINs) listed below are fully funded as shown in the below table.

CLIN	CLIN Price	Previous Funding Action	This Funding Action	Total CLIN Funding
(b)(7)(E)				

2. Contractors shall use these procedures when submitting an invoice.

Invoice Submission:

- Primary method of submission is email. Invoices shall be submitted to:

(b)(7)(E)

Each email shall be in a pdf format; contain only one (1) invoice and the subject line of the email will annotate the invoice number.

- Alternate method of submission is fax. Invoices shall be submitted to:  
802-288-7658

Each fax shall have a cover sheet identifying point of contact, phone number and number of pages.

Note: The Contractor's Dunn and Bradstreet (D&B) DUNS number must be active in the System for Award Management (SAM) at <https://www.sam.gov>.

Content of Invoices: Each invoice submission shall contain the following information:

- (i) Name and address of the Contractor. The name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM;
- (ii) Dunn and Bradstreet (D&B) DUNS number;
- (iii) Invoice date and invoice number;
- (iv) Agreement/Contract number, contract line item number and, if applicable, the order number;
- (v) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vii) Terms of any discount for prompt payment offered;
- (viii) Remit to Address;
- (ix) Name, title, and phone number of person to notify in event of defective invoice;
- (x) Whether the invoice is "Interim" or "Final" and
- (xi) ICE program office designated on order/contract/agreement.

In accordance with Contract Clause, FAR 52.212-4(g)(1), Contract Terms and Conditions – Commercial Items, or FAR 52.232-25(a)(3), Prompt Payment, as applicable, the information identified above is required with each invoice submission.

Contract: GS-35F-0086U (Palantir Technologies Inc)

Task Order: HSCETC-13-F-00030

Mod: P00003

Title: FALCON Operations and Maintenance Support Services

Payment Inquiries: Questions regarding invoice submission or payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at (b)(7)(E)

**Attachment 1**



U.S. Immigration  
and Customs  
Enforcement

**For Official Use Only**

# FALCON OPERATIONS & MAINTENANCE SUPPORT Performance Work Statement

*June 11, 2013*

Homeland Security Investigations (HSI)

Mission Support



Homeland  
Security

**FALCON (Palantir Government) System Operations & Maintenance Support Services**  
**Performance Work Statement**

**1.0 PROJECT TITLE**

Performance Work Statement (PWS) for FALCON (Palantir Government) System Operations and Maintenance Support Services

**2.0 BACKGROUND**

United States Immigration and Customs Enforcement (ICE) is the largest investigative branch of the Department of Homeland Security (DHS). As part of ICE, Homeland Security Investigations (HSI) is a critical asset in accomplishing the ICE mission and is responsible for investigating a wide range of domestic and international activities arising from the illegal movement of people and goods into, within and out of the United States. For this acquisition, the Contractor shall be responsible for the overall management, planning, development, operation, maintenance, coordination, and support of one of HSI Information Sharing and Infrastructure Management's (ISIM) technology platforms and software assets, FALCON. FALCON is HSI's implementation of a commercial, off-the-shelf (COTS) product, Palantir Government (aka Gotham). It provides HSI's agents and analysts with a key investigative resource: a wholly integrated, consolidated platform performing federated search, analytics, geospatial referencing, reporting and situational awareness capabilities across a broadly diverse universe of structured and unstructured law enforcement data residing in numerous, disparate source environments.

**3.0 SCOPE**

Current and future releases of FALCON are required to have System Maintenance and Services support for the purpose of applying adaptive, perfective and corrective maintenance to the application as well as operating and maintaining the FALCON infrastructure, authoring and delivering training, supporting the end user community and delivering small-to medium-scale enhancements to the existing application.

**4.0 APPLICABLE DOCUMENTS**

**All ICE systems shall comply with the following guidelines and regulations:**

- DHS Acquisition Management Directive 102-01 Handbook
- ICE Enterprise Systems Assurance Plan
- ICE System Lifecycle Management (SLM) Handbook, Version 1.4, January, 2012
- ICE Technical Architecture Guidebook
- ICE Technical Reference Model (TRM) (Standards Profile)
  - The Offeror shall identify any hardware, software, and/or licenses

required for its proposed solution. The Government is prepared to provide any hardware and software items that are included within the ICE Technical Reference Model (TRM) that would reasonably be utilized by Offerors for the system development. Test and evaluation tools listed within the TRM are not provided as Government Furnished Equipment (GFE).

- 4300A DHS Information Security Policy
- 4300A Sensitive Systems Handbook

The following documents are applicable to understanding the target ICE/HSI systems:

- International Information Systems Security Certification Consortium (ISC<sup>2</sup>) Standards
- National Industrial Security Program Operating Manual (NISPOM), February 28, 2006
- National Institute of Standards and Technology (NIST) Computer Security Resource Center (CSRC)
  - Guidelines
  - Special Publications
  - Standards
- NIST Special Publication 800-37, Guide for the Certification and Accreditation of Federal Information Systems
- Federal Information Processing Standard (FIPS) 199
- Federal Information Security Management Act (FISMA), November 22, 2002
- Federal Information Technology Security Assessment Framework (FITSAF), November 28, 2000
- Federal OMB Circular A-130, Management of Federal Information Resources
- Federal Privacy Act of 1974 (As Amended)
- Federal Records Act
- DHS 4300A, Sensitive Systems Policy Directive, Version 6.1.1, October 31, 2008
- DHS Management Directive (MD) 4300.1, Information Technology Systems Security, November 03, 2008
- DHS MD Volume 11000 – Security
- DHS Office of Chief Information Officer (OCIO) E-Government Act Report 2008

Please note that if newer versions of these documents are officially released, the Contractor shall comply with the updated versions within the timeframe established by the Government.

## **5.0 TASKS**

The Contractor shall provide qualified, experienced personnel to deliver support for the continued System Maintenance and Services tasks associated with FALCON. This General Services Administration (GSA) Schedule 70 task order purchase includes the tasks described in the following sections:

### **5.1 Tier 1 – Help Desk Support**

Help Desk Support consists of the following responsibilities:

- Receiving and recording accurately all inquiries from End Users regarding application functionality and services and assigning tasks as needed to the appropriate Software Maintenance Tier 2 or Tier 3 Support group for resolution;
- Dealing directly with:
  - simple requests such as password resets and account unlocks
  - basic network and application troubleshooting
  - application usage and operational feature questions and issues;
- Monitoring the tickets created to ensure users are updated on tickets' status and progress;
- Providing reports to ICE management and System / Application Program Management as required or requested.

Tier 1 hours of operation shall be from 0900 to 1700 Eastern Time (ET) Monday thru Friday with support response times during these hours being immediate for telephonic inquiries and within one hour for email reports. Non-emergency, off-hours inquiries/ticket submissions will be addressed as soon as is practical and serviced no later than one hour after the commencement of normal operating hours.

At the governments discretion Tier 1 – Help Desk Support may be ultimately transitioned to the ICE Enterprise Help Desk at the EOC. The contractor will be required to support such a transition by providing 'How Tos,' FAQ responses, scripted tutorials, etc. consistent with the provision of this level of customer support and problem resolution.

### **Tier 2 System Maintenance and Support**

All items that cannot be resolved at the Tier 1 Support level shall be automatically turned over to Tier 2 System Maintenance and Support;

- The Contractor shall report the status of the ticket using Atlassian Jira tracking software;
- Typical Tier 2 activities would include patching systems, running scripts, effecting minor fixes, etc.;
- Tier 2 System Maintenance and Support shall be operational in accordance with the service level agreements (SLA);
- The Contractor shall respond to all Tier 2 System Maintenance tickets in accordance with the SLA;
- The Contractor shall develop an application feedback loop, whereas systemic issues identified during common Tier 1, 2, and 3 escalation procedures are routinely evaluated and reviewed with the appropriate Project Manager to assess the need for a System Change Request (SCR) for a future release.
- If Tier 2 System Maintenance Support cannot resolve the assigned ticket or perform the required tasks then the ticket shall be referred to the Tier 3 - System Maintenance and Support.

### **Tier 3 - System Maintenance and Support**

The Contractor shall identify and correct software, performance, and implementation failures for the application software as well as evaluate and estimate the level of effort associated with requests for system modification. Corrective work includes performing System Change Requests (SCRs) that

**FALCON Operations & Maintenance Support**  
*Performance Work Statement*

reflect a change to requirements or technical specifications, as well as updating and maintaining the required Systems Lifecycle Methodology (SLM) documentation as necessary. Contractor staff and the COR will come to mutual agreement over which changes to the system constitute SCRs, as opposed to every day System Tuning (Section 5.2.3) and System Administration (Section 5.2.4) actions not requiring the SCR process.

- All maintenance activities that reach this level shall have an SCR opened and be reported using Atlassian Jira;
- SCRs will be prioritized and agreed to by the authorized government personnel and entered into the ICE approved management tracking tool. SCRs will be approved in writing by the government;
- Prior to commencing a system modification, the Contractor and the Office of the Chief Information Officer (OCIO) Information Technology (IT) project manager shall agree on the degree of the modification as minor, moderate, or major (see table below for classification);
- The Contractor shall develop an application feedback loop, whereas systemic issues identified during common Tier 1, 2, and 3 escalation procedures are routinely evaluated and reviewed with the IT Project Manager to assess the need for a System Change Request (SCR) in future release.
- The Contractor shall respond to all Tier 3 System Maintenance Support tickets in accordance with service level agreements (SLA's);
- Software changes to applications are based upon the submission of an SCR, and are classified as minor, moderate, or major changes, where:

Table 1: Change Requests

Type Change	Estimated Effort Required
Minor Change	1–40 Hours
Moderate Change	41–250 Hours
Major Change	251–1000 Hours

\*Development is any enhancement that is estimated to exceed 250 Hours and shall fall under Section 5.5 Optional System Enhancement Support.

The Contractor shall provide Software Maintenance Tier 2 and Tier 3 Support. Software Maintenance Tier 2 and Tier 3 Support hours of operation shall be Monday through Friday 8am-6pm, ET, excluding holidays and weekends.

For emergency situations both during and outside of the normal support business hours that involve a system outage or a widespread interruption in user access to FALCON, the Contractor shall notify the FALCON Program Manager or designate within 30 minutes of occurrence. Emergencies will be further defined as part of the Software Tier 3 Support procedures, but in general an emergency is when the system is down or when multiple users are unable to access FALCON. It is anticipated that these calls will occur no more than 10 times a year and can most likely be addressed via telephone and/or remote access to the FALCON operating infrastructure. The Contractor shall document all user problem notifications and solutions.



**FALCON Operator & Maintenance Support**  
*Performance Work Statement*

For Tier 3 Software Maintenance and Support, the number of anticipated SCRs is listed in the matrix below:

<b>Change Classification</b>	<b>Estimated Effort Required</b>	<b>Estimated number of SCRs to Be Conducted – Per Year</b>
Minor Change	1 – 40 Hours	20
Moderate Change	41 – 250 Hours	12
Major Change	251 – 1000 Hours	2

SCRs for FALCON may include requirements analysis, design, development, integration & testing, and implementation, including any updates needed to product documentation. Typically, these activities involve the development of Palantir helper applications, interfacing programs communicating with FALCON via the common operating APIs and the mapping and integration of additional data sources.

ICE reserves the right to request FAR 52.227-14 (Alt IV) for any software development/modification/enhancement that is considered a major SCR under this performance work statement.

**5.2 Operational Support**

The Contractor shall provide Operational Support for the FALCON system. Table 2 and Table 3 detail the hardware and software infrastructure currently in place for FALCON.

**Table 2. FALCON System Hardware**

<b>Hardware/Operating System</b>	<b>Location</b>	<b>Remarks</b>
(b)(7)(E)		

**Table 3. FALCON System Software**

<b>Operating Information System</b>	<b>Location</b>	<b>Remarks</b>
(b)(7)(E)		

**FALCON Operator & Maintenance Support**  
*Performance Work Statement*

Operating Information System	Location	Remarks
(b)(7)(E)		

PCN-Potomac Center North, 500 12<sup>th</sup> St SW, Washington, DC 20536

**Table 4. FALCON System Firmware**

Hardware Device	Firmware	Remarks
(b)(7)(E)		

Operational support shall include the activities below:

**5.2.1 Operational Support - Interfaces and Data Sources**

(b)(7)(E)
-----------

**5.2.2 Operational Support - Database**

(b)(7)(E)
-----------

**5.2.3 Operational Support – System Tuning**

(b)(7)(E)
-----------

(b)(7)(E)

**5.2.4 Operational Support – System Administration**

(b)(7)(E)

**5.3 Configuration Management**

(b)(7)(E)

**5.4 Training Support Included in Operations and Maintenance Services**

(b)(7)(E)

**5.5 Optional Software Enhancement Support**

In the event that the hour estimate for an individual SCR is identified as exceeding 250

hours, the Contractor may be tasked to develop additional IT solutions as components of the current application via task order modification. This is an optional requirement, not to be priced at this time, as the actual requirements for this type of work are not known at this time. The Contracting Officer will request a proposal regarding such a SCR when this task is utilized. Should a major SCR result in a feature change or enhancement which the Contractor will then offer to other customers of their Gotham product as part of Gotham's included/core functionality, the Contractor will absorb the cost of this SCR; the government will not be charged for the labor hours expended.

**5.6 Optional Classroom Training**

As requests for either Palantir Bootcamp Training or Palantir Workshop Training are made, the Contractor shall arrange for and provide classroom training of the types and for the numbers of ICE employees and/or contractors, as well as classroom locations, specified in the individual service call. The Contractor shall be responsible for collecting all necessary permission forms and feedback forms from attending ICE employees and returning these forms to the FALCON PMO.

**5.7 Optional Palantir Gotham Appliance Cores**

If called upon, the Contractor shall propose additional Palantir Gotham Appliance cores to meet customer specifications. This includes Palantir Phoenix functionality, and Palantir Mobile functionality. Pricing will be based on the software line items in Palantir's GSA Schedule 70 Pricing. If the proposal is approved by the FALCON PMO and the COR, the additional Gotham cores will be put into production, and a change order will be definitized on the task order within 2 weeks.

**6.0 PERFORMANCE STANDARDS**

The following table defines the performance standards to be adhered to for the FALCON System Maintenance and Services effort.

**Table 5. Performance Standards**

<b>Tasks</b>	<b>Metric</b>	<b>Service Level Agreement</b>	<b>How it will be measured</b>
Tier 1 – Help Desk Support	Response Time for incoming emails during business hours M-F 09:00-17:00pm EST	The end of the current day	Time the email is received in the Help Desk Inbox until time the request is accessed for action.

<sup>1</sup> Any enhancements, corrective maintenance, or other code changes to FALCON should not negatively impact system performance. Specifically, system performance will be baselined at the beginning of the contract and will be re-baselined at the completion of any major releases. This baseline will serve as the minimum for acceptable system performance.

**FALCON Operator & Maintenance Support**  
*Performance Work Statement*

Tier 1 – Help Desk Support	Response Time for incoming emails after help desk hours	The end of the following day	Time the email is received in the Help Desk Inbox until time the request is accessed for action.
Tier 1 – Help Desk Support	Resolution Time for incoming emails that have been accessed for action during 09:00-17:00pm EST and after hours.	No More than 24 hours, or when the user stops responding	24 hours from the time when the email is accessed for action until it is resolved or moved to Tier 2 or 3.
Tier 2 Software Support	Response time for Tier 2 tickets received during defined business hours	The end of the current day	Time the ticket is assigned to Tier 2 until the time the ticket is accessed for action.
Tier 2 Software Support	Average resolution time of Tier 2 tickets	8 business days	Time the ticket is placed in the Tier 2 queue for action to the time it appears as closed or referred, system, divided by the total number of tickets.
Tier 2 Software Support	Response time for Tier 2 tickets, after hours	The end of the following day	Time the ticket is assigned until the time the ticket is picked up for action.

**FALCON Operator & Maintenance Support**  
*Performance Work Statement*

Tier 2 Software Support	Average resolution time for Tier 2 tickets, received after defined business hours	8 business days	Time the ticket is placed in the Tier 2 queue for action to the time it appears as closed or referred, system, divided by the total number of tickets.
Tier 3 Software Support	Response time for Tier 3 tickets during specified business hours not involving a system outage or denial of access to substantial numbers of users	No more than 4 hours	Time the ticket is assigned to Tier 3 until the time the ticket is accessed for action.
Tier 3 Software Support	Average resolution time of Tier 3 tickets not involving a system outage or denial of access to substantial numbers of users	8 business days	Time the ticket is placed in the Tier 3 queue for action to the time it appears as closed or referred, system, divided by the total number of tickets
Tier 3 Software Support	Response time for Emergency tickets, either during specified business hours or after hours, that involve a system outage or denial of access to substantial numbers of users	FALCON Program Manager or designate shall be alerted no more than 30 minutes after occurrence	Time the ticket is assigned as an Emergency until the time the ticket is picked up for action.

**FALCON Operator & Maintenance Support**  
*Performance Work Statement*

Tier 3 Software Support	Average resolution time for Emergency tickets, either during specified business hours or after hours	No more than 8 hours	Time the ticket is placed in the Tier 3 queue for action to the time it appears as closed or referred, system, divided by the total number of tickets
-------------------------	--	----------------------	---

<b>Tasks</b>	<b>Metric</b>	<b>Service Level Agreement</b>	<b>How it will be measured</b>
Operational Support	Uptime Rate - Percentage of time that the application is available to users in fully-functioning mode <sup>2</sup>	98% or higher	Cumulative uptime per month divided by the total time per month that FALCON is scheduled available.
Configuration Management	All SCR level changes will be tracked	100%	No changes will be made to the baseline without an associated SCR.
Training	Training and Training Material Delivery	100% on time	Delivery date versus scheduled delivery date.
Transition Out	Transition Out Plan	90 calendar days prior to end of POP	Delivery date

**7.0 DELIVERABLES AND DELIVERY SCHEDULE**

Specific deliverables related to each activity are outlined below.

<sup>2</sup> The uptime rate refers to specific application outages—not external/network issues. Additionally, uptime rate will not include outages for scheduled maintenance and enhancements.

## 7.1 System Lifecycle Management (SLM) Deliverables

The Contractor shall provide SLM deliverables as required for System Maintenance Services projects. All appropriate documentation shall be prepared in accordance with the guidelines specified by the SLM and the approved Project Tailoring Plan.

## 7.2 Quarterly Progress Report

The Contractor shall prepare a quarterly progress report to be briefed at the Unit Chief level. The initial report is due forty-five calendar days after start of the task and shall cover the first calendar month of performance. Subsequent reports shall be provided quarterly and within five calendar days of the end of each quarter until the last quarter of performance. The final delivery shall occur ten days before the end of the final option period and shall summarize performance during the period of performance and provide the status of any planned transition activity. The quarterly reports can be delivered via email and shall contain the following:

- Description of work accomplished (Accomplishments)
- Work planned for the following month (Planned Activities)
- Deviations from planned activities
- Open risks and issues

## 7.3 Certification and Accreditation (C&A) Documentation

The Contractor shall be responsible for maintaining and updating existing C&A artifacts to stay current with DHS/ICE and Federal requirements. These C&A updates will be required every three years unless a major change impacts security. The Contractor shall also be responsible for supporting the Information Systems Security Officer (ISSO) for any annual C&A activities, which may be requested (i.e. self-assessments, contingency plan tests, vulnerability scans, etc.).

## 7.4 Quality Assurance Surveillance Plan

The Quality Assurance Surveillance Plan (QASP) is the document used by the Government to evaluate Contractor actions while implementing the PWS. It is designed to provide an effective surveillance method of monitoring Contractor performance for each listed task in the PWS.

The QASP provides a systematic method to evaluate the services the Contractor is required to furnish. The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of this task order. The role of the Government is quality assurance monitoring to ensure that the task order standards are achieved.

The Contractor shall be required to develop a comprehensive program of inspections and monitoring actions. Once the quality control program is approved by the Government, careful application of the process and standards presented in the QASP document will ensure a robust quality assurance program. The QASP below was developed by ICE and is indicative of the type of metrics that apply to the deliverables. The offeror may propose other metrics they determine upon the uniqueness and relevance of their own technical approach in meeting the task order objectives. The QASP is subject to discussions/negotiations.



**FALCON Operations & Maintenance Support**  
*Performance Work Statement*

**FALCON Operations and Maintenance (O&M) Support Services Contract Quality Assurance Surveillance Plan (QASP) Attachment 1**

<b>Tasks</b>	<b>Metrics</b>	<b>Service Level Agreement</b>	<b>How it will be measured</b>	<b>Exceptional Rating</b>	<b>Very Good Rating</b>	<b>Satisfactory Rating</b>	<b>Marginal Rating</b>	<b>Unsatisfactory Rating</b>
Tier 1 – Help Desk Support	Response Time for incoming emails	The end of the current day	Time the email is received in the Help Desk Inbox until time the request is accessed for action.	Meets SLA 98-100% of instances	Meets SLA 95-97.9% of instances	Meets SLA 90-94.9% of instances	Meets SLA 85-89.9% of instances	Meets SLA less than 85% of instances
Tier 2 Software Support	Response time for Tier 2	The end of the current day	Time the ticket is assigned to Tier 2 until the time the ticket is accessed for action.	Meets SLA 98-100% of instances	Meets SLA 95-97.9% of instances	Meets SLA 90-94.9% of instances	Meets SLA 85-89.9% of instances	Meets SLA less than 85% of instances
Tier 3 Software Support	Response time for Tier 3 tickets not involving system outage or denial of service to substantial numbers of users	No more than 4 hours	Time the ticket is assigned to Tier 3 until the time the ticket is accessed for action.	Meets SLA 98-100% of instances	Meets SLA 95-97.9% of instances	Meets SLA 90-94.9% of instances	Meets SLA 85-89.9% of instances	Meets SLA less than 85% of instances

2018-ICLI-00009 2870

**FALCON Operations & Maintenance Support**  
*Performance Work Statement*

Tasks	Metrics	Service Level Agreement	How it will be measured	Exceptional Rating	Very Good Rating	Satisfactory Rating	Marginal Rating	Unsatisfactory Rating
Tier 2 and Tier 3 Software Support	Average resolution time of Tier 2 and Tier 3 tickets	8 business days	Time the ticket is placed in the Tier 2 or Tier 3 queue for action to the time it appears as closed or referred, system, divided by the total number of tickets.	Average of 5 or fewer business days	Average of 6 to 7 business days	Meets SLA of average of 8 business days	Average of 9 to 12 business days	Average of more than 12 business days

2018-ICLI-00009 2871

**FALCON Operations & Maintenance Support**  
*Performance Work Statement*

<b>Tasks</b>	<b>Metrics</b>	<b>Service Level Agreement</b>	<b>How it will be measured</b>	<b>Exceptional Rating</b>	<b>Very Good Rating</b>	<b>Satisfactory Rating</b>	<b>Marginal Rating</b>	<b>Unsatisfactory Rating</b>
Tier 3 Software Support	Response time for Emergency tickets, during business hours or after hours, involving system outage or denial of service to substantial numbers of users	No more than 30 minutes	Time the FALCON PM or designate is informed of situation.	Meets SLA 98-100% of instances	Meets SLA 95-97.9% of instances	Meets SLA 90-94.9% of instances	Meets SLA 85-89.9% of instances	Meets SLA less than 85% of instances
Tier 3 Software Support	Average resolution time for Emergency tickets, during business hours or after hours, involving system outage or denial of service to substantial numbers of users	No more than 8 hours	Time the ticket is assigned as an Emergency until the time the ticket is closed.	Average is less than 6.5 hours	Average is 6.5 to 7.49 hours	Average is 7.5 to 8.49 hours	Average is 8.5 to 9.49 hours	Average is 9.5 hours or longer

2018-ICLI-00009 2872

**FALCON Operations & Maintenance Support**  
*Performance Work Statement*

Operational Support	Uptime Rate <sup>3</sup> - Percentage of time that the application is available to users in fully-functioning mode	98% or higher	Cumulative uptime per month divided by the total time per month that FALCON is scheduled as available.	99.5-100% available	98.5-99.49% available	97.5-98.49% available	96.5-97.49% available	Less than 96.5% available
Configuration Management	All changes will be tracked	100%	No changes will be made to the baseline without an associated SCR.	100%	98-99.9%	96-97.9%	94-95.9%	Less than 94%

Training	Training and Training Material Delivery	100% on time	Delivery date versus scheduled delivery date.	99-100% of instances on time	95-98.9% of instances on time	90-94.9% of instances on time	85-89.9% of instances on time	Less than 85% of instances on time
----------	---	--------------	---	------------------------------	-------------------------------	-------------------------------	-------------------------------	------------------------------------

2018-ICLI-00009 2873

**FALCON Operations & Maintenance Support**

*Performance Work Statement*

ICE Employee Satisfaction with Training	Rating on Feedback Form Received from Trained ICE Employees Following Training (Ratings of Very Satisfied, Satisfied, Partially Satisfied, or Not Satisfied)	90% or more of respondents report being Satisfied or Very Satisfied	Feedback forms turned in from ICE employees who received classroom or desk-side training	98% or more of respondents report being Satisfied or Very Satisfied	93-97.9% of respondents report being Satisfied or Very Satisfied	88-92.9% of respondents report being Satisfied or Very Satisfied	83-87.9% of respondents report being Satisfied or Very Satisfied	Less than 83% of respondents report being Satisfied or Very Satisfied
---	--	---	--	---	--	--	--	---

2018-ICLI-00009 2874

- Measurements will be performed quarterly.
- Measurements will be carried out by Contractor.
- QASP measurement report will be turned in quarterly to the government Contracting Officer's Representative (COR) within fifteen calendar days after the end of the quarter under review.
- An overall quarterly QASP Rating will be computed for the Contractor by the COR, according to the following methodology:
  - For each of the QASP Tasks listed above, the Contractor will be assigned the following number of points:
    - Exceptional: 4 points
    - Very Good: 3.5 points
    - Satisfactory: 2.75 points
    - Marginal: 1.75 points
    - Unsatisfactory: 0 points
  - The points for the 10 QASP Tasks will be averaged (the sum total divided by 10). The overall quarterly QASP Rating will be assigned as follows (CPARS is the Contractor Performance Assessment Reporting System):

<b>QASP Rating</b>	<b>Point Level</b>	<b>Consequence</b>
Exceptional	3.7 – 4.0	Exceptional rating for quarter entered into CPARS at end of performance period
Very Good	3.2 – 3.69	Very Good rating for quarter entered into CPARS at end of performance period
Satisfactory	2.7 – 3.19	Satisfactory rating for quarter entered into CPARS at end of performance period
Marginal	1.7 – 2.69	Marginal rating for quarter entered into CPARS at end of performance period.
Unsatisfactory	< 1.7	Unsatisfactory rating for quarter entered into CPARS at end of performance period.

**7.5 Deliverables Table**

**7.5 Deliverables Table**

The Contractor shall provide the following deliverables via email to the COR, unless noted otherwise:

<u>Deliverable</u>	<u>Frequency</u>	<u>Recipients</u>
SLM Deliverables (Doc) & Software (SW) (Software includes updates/new versions of the primary Gotham platform; new workflow applications and updated versions of existing workflow applications; data ingestions; and customized versions of Gotham Mobile and the Phoenix and Raptor plug-ins)	As Required	Electronic copy - PM, Electronic Library Management System (ELMS)  Software (SW): ICE source control repository (Subversion); OCIO representative on FALCON PMO (either Walter Wagner or alternative OCIO representative)
Project Schedule (SLM Deliverable)	As Required	Electronic copy - PM, ELMS, Contracting Officer
Quarterly Progress Report	Quarterly, within 15 calendar days of the end of the quarter being reviewed	Electronic copy: PM, Contracting Officer, COR
Certification and Accreditation Documentation	As Required	Electronic copy: PM, ELMS, COR
Transition In Plan- Final	15 calendar days after award	Electronic copy: PM, Contracting Officer, COR
Transition Out Plan	120 calendar days before the end of the POP	Electronic copy: PM, Contracting Officer, COR
QASP- Final	15 calendar days after award	Electronic copy: PM, Contracting Officer, COR

**7.6 Delivery Instructions**

The Contractor shall provide electronic copies of each deliverable. Electronic copies shall be delivered via email attachment. The electronic copies shall be compatible with MS

Office 2010 or other applications as appropriate and mutually agreed to by the parties. The documents shall be considered final upon receiving Government approval. All deliverables shall be delivered electronically (unless a hardcopy is requested) to the COR. If a hardcopy is requested, it will be delivered to the designated COR, not later than 4:00 PM ET on the deliverable's due date. Once created, deliverables and work products are considered the property of the Federal Government. Any work that deviates from this task order and the approved deliverables listed herein shall not be accepted without prior approval from the COR.

### **7.7 Draft Deliverables**

The Government will provide written acceptance, comments and/or change requests, if any, within 15 working days from receipt by the Government of each draft deliverable. Upon receipt of the Government comments, the Contractor shall have 15 working days to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

### **7.8 Written Acceptance/Rejection by the Government**

The Government shall provide written notification of acceptance or rejection of all final deliverables within fifteen (15) calendar days. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

Items must be approved by the COR and/or the appropriate Government authority to be considered "accepted." The Government will provide written acceptance, comments, or change requests within fifteen (15) calendar days from receipt by the Government, of all required deliverables.

### **7.9 Non-Conforming Products or Services**

Non-conforming products or services will be rejected. The Government will provide written notification of non-conforming products or services within fifteen (15) calendar days. Deficiencies shall be corrected within 30 days of the rejection notice. If the deficiencies cannot be corrected within 30 calendar days, the Contractor shall immediately notify the COR of the reason for the delay and provide a proposed corrective action plan within ten (10) calendar days.

### **7.10 Notice Regarding Late Delivery**

The Contractor shall notify the COR as soon as it becomes apparent to the Contractor that a scheduled delivery will be late. The Contractor shall include in the notification the rationale for late delivery, the expected date for the delivery, and the impact of the late delivery on the project. The COR will review the new schedule with the PM and provide guidance to the Contractor.

## **8.0 CONSTRAINTS**



The following project constraints are applicable to the FALCON System Maintenance and Services task order:

- Changes to source databases TECS and the Enforcement Case Tracking System (ENFORCE) are being planned under TECS Modernization and E3;
- FALCON will be primarily accessed from the existing ICE standard desktop;
- ICE-OCIO must approve in writing any exceptions to the established ICE-OCIO System Lifecycle Management (SLM) processes;
- The Contractor will support and coordinate with ICE HSI's move from PCN to ICE-OCIO approved alternate data centers. This move is to be completed no later than the end of the first option year (21 months from commencement of the POP);
- The Contractor shall comply with all DHS information security regulations for all Law Enforcement sensitive data;
- The Contractor shall comply with all applicable technology standards and architecture policies, processes, and procedures defined in ICE OCIO Architecture Division publications;
- The Contractor shall comply with the FALCON specific configuration management plan for all design and development artifacts in accordance with guidelines set forth in the Plan.
- ICE will provide Government Furnished Equipment as necessary to support all FALCON System Maintenance and Services activities.

#### DHS Enterprise Architecture Compliance

All solutions and services shall meet DHS Enterprise Architecture policies, standards, and procedures. Specifically, the contractor shall comply with the following HLS EA requirements:

- All developed solutions and requirements shall be compliant with the HLS EA.
- All IT hardware and software shall be compliant with the HLS EA Technical Reference Model (TRM) Standards and Products Profile.
- Description information for all data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the Enterprise Data Management Office (EDMO) for review, approval and insertion into the DHS Data Reference Model and Enterprise Architecture Information Repository.
- Development of data assets, information exchanges and data standards will comply with the DHS Data Management Policy MD 103-01 and all data-related artifacts will be developed and validated according to DHS data management architectural guidelines.
- Applicability of Internet Protocol Version 6 (IPv6) to DHS-related components (networks, infrastructure, and applications) specific to individual acquisitions shall be in accordance with the DHS Enterprise Architecture (per OMB Memorandum M-05-22, August 2, 2005) regardless of whether the acquisition is for modification, upgrade, or replacement. All EA-related component acquisitions shall be IPv6 compliant as defined in the U.S. Government Version 6 (USGv6) Profile National Institute of Standards and Technology (NIST) Special 8 ITAR Quick Essentials Guide 2011 v2.0 Publication 500-267) and the corresponding declarations of conformance defined in the USGv6 Test Program.

**9.0 GOVERNMENT FURNISHED EQUIPMENT AND INFORMATION**

The Contractor shall keep an inventory of Government-furnished equipment (GFE), which shall be made available to the COR and Government Call Monitor upon request. The Government will provide basic equipment (e.g., laptops, desktops, VPN tokens, and aircards) in accordance with the contract. All GFE shall be entered into ICE's Property Inventory System (Sunflower) within 48 hours of receipt. The Contractor shall provide their own network connectivity capability with a minimum connection speed of 10Mbps.

Items of GFE which are inventoried and tracked in Sunflower include the following twelve laptops and two Blackberry handheld devices:

<b>Model Number</b>	<b>Serial Number</b>	<b>Laptop/VPN</b>
(b)(7)(E)		

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

### **10.0 OTHER DIRECT COSTS (ODCs)**

Travel outside the local metropolitan Washington, DC area may be expected during performance of the resulting task order. Therefore, travel will be undertaken following the General Services Administration Field Travel Regulation. Reimbursement for allowable costs will be made. Any travel and training expenditures shall be pre-approved by the COR. Costs for transportation, lodging, meals and incidental expenses incurred by Contractor personnel on official company business are allowable subject to FAR 31.205-46, Travel Costs. These costs will be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations. The Contractor will not be reimbursed for travel and per diem within a 50-mile radius of the worksite where a Contractor has an office. Local travel expenses within the Washington Metropolitan area will not be reimbursed (this includes parking). All travel outside the Washington Metropolitan area must be approved by the COR in advance. No travel will be reimbursed without prior approval from the COR.

### **11.0 PLACE OF PERFORMANCE**

Work, meetings, and briefings will be performed primarily at Contractor facilities. Frequent travel to ICE offices located at 801 I Street NW, Washington, D.C., or 500 12th St SW, Washington, D.C., or to the Tech Ops facility in Lorton, VA will be required. Additionally, travel to the Law Enforcement Support Center (LESC) facility located in Williston, VT may be required. Due to regular interaction with a multitude of program stakeholders, the Contractor's staff shall be located in the Greater Washington Area (GWA).

### **12.0 PERIOD OF PERFORMANCE**

The period of performance of the FALCON System Maintenance and Services contract will consist of a base period of nine (9) months plus four (4) twelve (12) month option periods.

### **13.0 SECURITY**

Contractor personnel performing work under this PWS will not be dealing with classified information, but will be Sensitive but Unclassified (SBU) data. If it is determined that a higher security classification is necessary, based on a change to the scope of work of this

PWS, required documentation from the contractor will be requested by the contracting officer prior to any modification adding classified work to this task order.

### **13.1 Section 508 Compliance**

If applicable, Section 508 compliance information on the services in this task order is available in

Electronic and Information Technology (EIT) at the following website:

<http://www.section508.gov/>.

### **13.2 General Clause**

To ensure the security of the DHS/ICE information in their charge, ICE Contractors and Sub-contractors shall adhere to the same computer security rules and regulations as Federal Government employees unless an exception to policy is agreed to by the prime Contractors, ICE Information Systems Security Manager (ISSM) and Contracting Officer and detailed in the contract. Non-DHS Federal employees or Contractors who fail to comply with DHS/ICE security policies are subject to having their access to DHS/ICE IT systems and facilities terminated, whether or not the failure results in criminal prosecution. The DHS Rules of Behavior document applies to DHS/ICE support Contractors and Sub-contractors.

### **13.3 Security Policy References Clause**

The following primary DHS/ICE IT Security documents are applicable to Contractor/Sub-contractor operations supporting Sensitive But Unclassified (SBU) based contracts. Additionally, ICE and its Contractors shall conform to other DHS Management Directives (MD) (Note: these additional MD documents appear on DHS-Online in the Management Directives Section. Volume 11000 "Security and Volume 4000 "IT Systems" are of particular importance in the support of computer security practices):

- DHS 4300A, Sensitive Systems Policy Directive
- DHS 4300A, IT Security Sensitive Systems Handbook
- ICE Directive, IT Security Policy for SBU Systems

#### **13.3.1 Contractor Information Systems Security Officer (ISSO) Point of Contact Clause**

The Contractor shall appoint and submit a name to ICE ISSM for approval, via the ICE COR, of a qualified individual to act as ISSO to interact with ICE personnel on any IT security matters.

#### **13.3.2 Protection of Sensitive Information**

The Contractor shall protect all DHS/ICE "sensitive information" to which the Contractor is granted physical or electronic access by adhering to the specific IT security requirements of

this contract and the DHS/ICE security policies specified in the Reference Section above. The Contractor shall ensure that their systems containing DHS/ICE information and data be protected from unauthorized access, modification and denial of service. Further, the data shall be protected in order to ensure the privacy of individual's personal information.

### 13.3.3 Information Technology Security Program

If performance of the contract requires that DHS/ICE data be stored or processed on Contractor-owned information systems, the Contractor shall establish and maintain an IT Security Program. This program shall be consistent with the referenced DHS/ICE IT security policy documents and at a minimum contain and address the following elements:

- Handling of DHS/ICE sensitive information and IT resources to include media protection, access control, auditing, network security, and rules of behavior
- Certification and Accreditation (C&A) and FISMA compliance of Systems containing, processing or transmitting of DHS/ICE data
- Training and Awareness for Contractor personnel
- Security Incident Reporting
- Contingency Planning
- Security Reviews
- Contract Closeout Actions

### 13.3.4 Handling of Sensitive Information and IT Resources

The Contractor shall protect DHS/ICE sensitive information and all government provided and Contractor-owned IT systems used to store or process DHS/ICE sensitive information. The Contractor shall adhere to the following requirements for handling sensitive information:

- **Media Protection.** The Contractor shall ensure that all hardcopy and electronic media (including backup and removable media) that contain DHS sensitive information are appropriately marked and secured when not in use. Any sensitive information stored on media to be surplus, transferred to another individual, or returned to the manufacturer shall be purged from the media before disposal. Disposal shall be performed using DHS/ICE approved sanitization methods. The Contractor shall establish and implement procedures to ensure sensitive information cannot be accessed or stolen. These procedures shall address the handling and protection of paper and electronic outputs from systems (computers, printers, faxes, copiers) and the transportation and mailing of sensitive media.)
- **Access Control.** The Contractor shall control user access to DHS/ICE sensitive information based on positive user identification, authentication, and authorization (Roles and Rules based) mechanisms. Access control measures employed shall provide protection from unauthorized alteration, loss, unavailability, or disclosure of information. The Contractor shall ensure its personnel are granted the most restrictive set of access privileges needed for performance of authorized tasks. The Contractor shall divide and separate duties and responsibilities of critical IT functions to different individuals so that no individual has all necessary authority or systems access privileges needed to disrupt or corrupt a critical process.
- **Auditing.** The Contractor shall ensure that its Contractor-owned IT systems used

to store or process DHS/ICE sensitive information maintain an audit trail sufficient to reconstruct security relevant events. Audit trails shall include the identity of each person and device accessing or attempting to access the system, the time and date of the access and the log-off time, activities that might modify, bypass, or negate security safeguards, and security-relevant actions associated with processing. The Contractor shall periodically review audit logs and ensure that audit trails are protected from modification, authorized access, or destruction and are retained and regularly backed up.

- **Network Security.** The Contractor shall monitor its networks for security events and employ intrusion detection systems capable of detecting inappropriate, incorrect, or malicious activity. Any interconnections between Contractor-owned IT systems that process or store DHS/ICE sensitive information and IT systems not controlled by DHS/ICE shall be established through controlled interfaces and documented through formal Interconnection Security Agreements (ISA). The Contractor shall employ boundary protection devices to enforce access control between networks, including Internet and extranet access. The Contractor shall ensure its e-mail systems are secure, properly configured, and that network protection mechanisms implemented in accordance with DHS/ICE requirements. The Contractor shall conduct periodic vulnerability assessments and tests on its IT systems containing DHS/ICE sensitive information to identify security vulnerabilities. The results, of this information, will be provided to the ICE OCIO for review and to coordinate remediation plans and actions.
- DHS employees and Contractors shall not transmit sensitive DHS/ICE information to any personal e-mail account that is not authorized to receive it.
- **Rules of Behavior.** The Contractor shall develop and enforce Rules of Behavior for Contractor-owned IT systems that process or store DHS/ICE sensitive information. These Rules of Behavior shall meet or exceed the DHS/ICE rules of behavior.
- The Contractor shall adhere to the policy and guidance contained in the DHS/ICE reference documents.

### **13.3.5 Training and Awareness**

The Contractor shall ensure that all Contractor personnel (including Sub-contractor personnel) who are involved in the management, use, or operation of any IT systems that handle DHS/ICE sensitive information, receive annual training in security awareness, accepted security practices, and system rules of behavior. If the Contractor does not use the ICE-provided annual awareness training, then they shall submit to the ICE ISSM their awareness training for approval. Should Contractor Training be approved for use, the Contractor shall provide proof of training completed to the ICE ISSM when requested.

The Contractor shall ensure that all Contractor personnel, including Sub-contractor personnel, with IT security responsibilities, receive specialized DHS/ICE annual training tailored to their specific security responsibilities. If the Contractor does not use the ICE-provided special training, then they shall submit to the ICE ISSM their awareness training for approval. Should Contractor training be approved for use, the Contractor shall provide proof of training completed to the ICE ISSM when requested.

Any Contractor personnel who are appointed as ISSO, Assistant ISSOs, or other position with IT security responsibilities, i.e., System/LAN Database administrators, system analyst and programmers may be required to attend and participate in the annual DHS Security Conference.

### **13.3.6 Certification and Accreditation (C&A) and FISMA compliance**

The Contractor shall ensure that any Contractor-owned systems that process, store, transmit or access DHS/ICE information shall comply with the DHS/ICE C&A and FISMA requirements.

Any work on developing, maintaining or modifying DHS/ICE systems shall be done to ensure that DHS/ICE systems are in compliance with the C&A and FISMA requirements. The Contractor shall ensure that the necessary C&A and FISMA compliance requirements are being effectively met prior to the System or application's release into Production (this also includes pilots). The Contractor shall use the DHS provided tools for C&A and FISMA compliance and reporting requirements.

### **13.3.7 Security Incident Reporting**

The Contractor shall establish and maintain a computer incident response capability that reports all incidents to the ICE Computer Security Incident Response Center (CSIRC) in accordance with the guidance and procedures contained in the referenced documents.

### **13.3.8 Contingency Planning**

If performance of the contract requires that DHS/ICE data be stored or processed on Contractor-owned information systems, the Contractor shall develop and maintain contingency plans to be implemented in the event normal operations are disrupted. All Contractor personnel involved with contingency planning efforts shall be identified and trained in the procedures and logistics needed to implement these plans. The Contractor shall conduct periodic tests to evaluate the effectiveness of these contingency plans. The plans shall at a minimum address emergency response, backup operations, and post-disaster recovery.

### **13.3.9 Security Review and Reporting**

The Contractor shall include security as an integral element in the management of this contract. The Contractor shall conduct reviews and report the status of the implementation and enforcement of the security requirements contained in this contract and identified references.

The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS/ICE, including the Office of Inspector General, ICE ISSM, and other

government oversight organizations, access to the Contractor's and Sub-contractors' facilities, installations, operations, documentation, databases, and personnel used in the performance of this contract. Access shall be provided to the extent necessary for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DHS/ICE data or the function of computer systems operated on behalf of DHS/ICE, and to preserve evidence of computer crime.

### **13.3.10 Use of Government Equipment**

Contractors are not authorized to use Government office equipment (IT systems/computers) for personal use under any circumstances, unless limited personal use is specifically permitted by the contract. When so authorized, Contractors shall be governed by the limited personal use policies in the referenced documents.

### **13.3.11 Contract Closeout**

At the expiration of this contract, the Contractor shall return all sensitive DHS/ICE information and IT resources provided during the life of this contract. The Contractor shall certify that all DHS/ICE information has been purged from any Contractor-owned system used to store or process DHS/ICE information. Electronic media shall be sanitized (overwritten or degaussed) in accordance with the sanitation guidance and procedures contained in reference documents and with DHS/NIST/National Security Agency (NSA) approved hardware and software.

### **13.3.12 Personnel Security**

DHS/ICE does not permit the use of non U.S. Citizens in the performance of this contract or to access DHS/ICE systems or information.

All Contractor personnel (including Sub-contractor personnel) shall have favorably adjudicated background investigations commensurate with the sensitivity level of the position held before being granted access to DHS/ICE sensitive information.

The Contractor shall ensure all Contractor personnel are properly submitted for appropriate clearances.

The Contractor shall ensure appropriate controls have been implemented to prevent Contractor personnel from obtaining access to DHS/ICE sensitive information before a favorably adjudicated background investigation has been completed and appropriate clearances have been issued. At the option of the Government, interim access may be granted pending completion of a pre-employment check. Final access may be granted only upon favorable completion of an appropriate background investigation based on the risk level assigned to this contract by the Contracting Officer.

The Contractor shall ensure its personnel have a validated need to access DHS/ICE sensitive information and are granted the most restrictive set of access privileges needed for



performance of authorized tasks.

The Contractor shall ensure that its personnel comply with applicable Rules of Behavior for all DHS/ICE and Contractor-owned IT systems to which its personnel have been granted access privileges.

The Contractor shall implement procedures to ensure that system access privileges are revoked for Contractor personnel whose employment is terminated or who are reassigned to other duties and no longer require access to DHS/ICE sensitive information.

The Contractor shall conduct exit interviews to ensure that Contractor personnel who no longer require access to DHS/ICE sensitive information understand their obligation not to discuss or disclose DHS/ICE sensitive information to which they were granted access under this contract.

### **13.3.13 Physical Security**

The Contractor shall ensure that access to Contractor buildings, rooms, work areas and spaces, and structures that house DHS/ICE sensitive information or IT systems through which DHS/ICE sensitive information can be accessed, is limited to authorized personnel. The Contractor shall ensure that controls are implemented to deter, detect, monitor, restrict, and regulate access to controlled areas at all times. Controls shall be sufficient to safeguard IT assets and DHS/ICE sensitive information against loss, theft, destruction, accidental damage, hazardous conditions, fire, malicious actions, and natural disasters. Physical security controls shall be implemented in accordance with the policy and guidance contained in the referenced documents.

## **14.4 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS**

### **14.4.1 General**

The United States Immigration and Customs Enforcement (ICE) has determined that performance of the tasks as described in Contract\_HSCTE-13-F-00010 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

### **14.4.2 Fitness Determination**

ICE will exercise full control over granting; denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. ICE may, as it deems appropriate, authorize and make a favorable expedited pre-employment determination based on preliminary security checks. The expedited pre-employment determination will allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable pre-employment determination shall not be considered as

assurance that a favorable full employment determination will follow as a result thereof. The granting of a favorable pre-employment determination or a full employment determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by ICE, at any time during the term of the contract. No employee of the Contractor shall be allowed to enter on duty and/or access sensitive information or systems without a favorable preliminary fitness determination or final fitness determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable pre-employment determination or full employment determination by the OPR-PSU. Contract employees are processed under the DHS Management Directive 6-8.0. The contractor shall comply with the pre-screening requirements specified in the DHS Special Security Requirement – Contractor Pre-Screening paragraph located in this contract, if HSAR clauses 3052.204-70, Security Requirements for Unclassified Information Technology (IT) Resources; and/or 3052.204-71, Contractor Employee Access are included in the Clause section of this contract.

#### **14.4.3 Background Investigations**

Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees shall submit the following completed forms to the Personnel Security Unit through the Contracting Offices Representative (COR), no less than 35 days before the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P (SF 85P) "Questionnaire for Public Trust Positions" Form shall be submitted via e-QIP (electronic Questionnaires for Investigation Processing) (Original and One Copy)
2. Three signed eQip Signature forms: Signature Page, Release of Information and Release of Medical Information (Originals and One Copy)
3. Two FD 258, "Fingerprint Card"
4. Foreign National Relatives or Associates Statement (Original and One Copy)
5. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports

Pursuant to the Fair Credit Reporting Act” (Original and One Copy)

6. Optional Form 306 Declaration for Federal Employment (applies to contractors as well) (Original and One Copy)

Prospective Contractor employees who currently have an adequate current investigation and security clearance issued by the Defense Industrial Security Clearance Office (DISCO) or by another Federal Agency may not be required to submit complete security packages, and the investigation will be accepted for adjudication under reciprocity.

An adequate and current investigation is one where the investigation is not more than five years old and the subject has not had a break in service of more than two years.

Required forms will be provided by ICE at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to DHS /ICE IT systems and the information contained therein, to include, the development and / or maintenance of DHS/ICE IT systems; or access to information contained in and / or derived from any DHS/ICE IT system.

#### **14.4.4 Transfers From Other DHS Contracts**

Personnel may transfer from other DHS Contracts provided they have an adequate and current investigation (see above). If the prospective employee does not have an adequate and current investigation, an eQip Worksheet shall be submitted to the Intake Team to initiate a new investigation.

Transfers will be submitted on the COR Transfer Form, which will be provided by the Dallas PSU Office along with other forms and instructions.

#### 14.4.5 Continued Eligibility

If a prospective employee is found to be ineligible for access to Government facilities or information, the COR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

ICE reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom ICE determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

#### 14.4.6 Required Reports

The Contractor shall notify OPR-PSU of all terminations/ resignations within five days of occurrence. The Contractor shall return any expired ICE issued identification cards and building passes, or those of terminated employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

The Contractor shall provide, through the COR, a Quarterly Report containing the names of personnel who are active, pending hire, have departed within the quarter or have had a legal name change (Submitted with documentation) . The list shall include the Name, Position and SSN (Last Four) and should be derived from system(s) used for contractor payroll/voucher processing to ensure accuracy.

Submit reports to the email address (b)(7)(E)

#### 14.4.7 Employment Eligibility

The contractor shall agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to

establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means available for employers to verify the work authorization of their employees.

The Contractor shall agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor shall ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

#### **14.4.8 Security Management**

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) U.S. Immigration and Customs Enforcement (ICE) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

#### **14.4.9 Information Technology Security Clearance**

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control

of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement*. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

#### **14.4.10 Information Technology Security Training and Oversight**

All contractor employees using Department automated systems or processing Department sensitive data shall be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

#### **14.4.11 Non-Disclosure Agreement**

Contractors were required to sign DHS 11000-6, Non-Disclosure Agreement, due to access to a sensitive ICE system. These Non-Disclosure Agreements will be maintained by the COR and CO and shall be updated as necessary prior to new personnel commencement of work on this task order.

**15.0 LIST OF ACRONYMS**

The list of acronyms in connection to this PWS is attached as Appendix A.

**PWS Appendix A: List of Acronyms**

AHS	Application Hosting Services
AIDW	Automated Information Data Warehouse
AJAX	Asynchronous Java and XML
API	Application Programming Interface
C&A	Certification and Accreditation
CCB	Change Control Board
CFR	Code of Federal Regulation
CO	Contracting Officer
COB	Close of Business
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative (same as COR)
COTS	Commercial Off-The-Shelf
CPIC	Capital Planning and Investment Control
CPU	Central Processing Units
CSIRC	Computer Security Incident Response Center
CSRC	Computer Security Resource Center
DC	District of Columbia
DCID	Director of Central Intelligence Directive
DHS	Department of Homeland Security
DISCO	Defense Industrial Security Clearance Office
DoJ	Department of Justice
E3	Next Generation of ENFORCE
EA	Enterprise Architecture
EADM	Enforcement Alien Detention Module
EARM	Enforcement Alien Removal Module
EIT	Electronic and Information Technology
EIU	Executive Information Unit
ELMS	Electronic Library Management System
ENFORCE	Enforcement Case Tracking System
EOD	Entry on Duty
ETL	Extract, Transfer and Load

**FALCON Operator & Maintenance Support**  
*Performance Work Statement*

E-VERIFY	Eligibility Verification
FAR	Federal Acquisition Regulations
FINS	Former Immigration Naturalization Service
FIPS	Federal Information Processing Standard
FISMA	Federal Information Security Management Act
FITSAF	Federal Information Technology Security Assessment Framework
FRD	Functional Requirements Document
FTR	Federal Travel Regulations
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GFP	Government Furnished Property
GNR	Global Name Recognition
GOTS	Government Off-The-Shelf
GWA	Greater Washington, DC Area
HSI	Homeland Security Investigations
I2MS	Investigative Information Management System
IBM	International Business Machines
ICE	Immigration and Customs Enforcement
ICEPIC	ICE Pattern Analysis Information Collection Tool
ICE/SAC	ICE Special Agent in Charge
ID	Identification Card
IPT	Integrated Project Team
IRRIS	Investigation Records Review for Information Sharing
ISA	Interconnection Security Agreements
ISB	Investigative Systems Branch
ISC2	International Info Systems Security Certification Consortium
ISSM	Information Systems Security Manager
ISSO	Information Systems Security Officer
IT	Information Technology
ITCR	Information Technology Change Request
KITE	Palantir Data Ingestion
LECAD	Law Enforcement Centralized Access Development
LEISS	Law Enforcement Information Sharing System
LESC	Law Enforcement Support Center
LPR	Lawful Permanent Residents
MCC	Mobile Command Center



**FALCON Operator & Maintenance Support**  
*Performance Work Statement*

MD	Management Directive
MS	Microsoft
NISPOM	National Industrial Security Program Operating Manual
NIST	National Institute of Standards and Technology
NSA	National Security Agency
O&M	Operations and Maintenance
OAST	Office on Accessible Systems and Technology
OCIO	Office of the Chief Information Officer
OCONUS	Outside of the Continental United States
ODC	Other Direct Cost
OI	Office of Investigations
OIT	Office of Information and Technology
OMB	Office of Management and Budget
OPR	Office of Professional Responsibility
PCN	Potomac Center North
PCTS	Parole Case Tracking System
PHOENIX	Palantir Big Data Platform
PM	Program Manager
PMO	Program Management Office
PMP	Project Management Professional
POP	Period of Performance
PSU	Personnel Security Unit
QAP	Quality Assurance Plan
QASP	Quality Assurance Surveillance Plan
QCP	Quality Control Plan
RAPTOR	Palantir Data Index Tool
RELRES	Relationship Resolution
RFD	Request for Deviation
ROI	Records of Investigation
SBU	Sensitive But Unclassified
SCI	Sensitive Compartmented Information
SCR	System Change Request
SDA	System Design Alternative
SDD	Systems Development Division
SEACATS	Seized Asset and Case Tracking System
SELC	System Enterprise Lifecycle

**FALCON Operator & Maintenance Support**  
*Performance Work Statement*

SEN	Significant Event Notification
SLA	Service Level Agreement
SLM	System Lifecycle Management
SOP	Standard Operating Procedure
SOW	Statement of Work
SRD	System Requirements Document
SW	Software
TAIS	Telecommunications and Automated Information Systems
TLS	Telephone Linking System
TMP	Transition Management Plan
TO	Task Order
TRM	Technical Reference Model
TS	Top Secret
UAT	User Acceptance Testing
USCIS	United States Citizenship and Immigration Services
VPN	Virtual Private Network

2. CONTRACT NO. GS-35F-0086U  
3. AWARD/EFFECTIVE DATE: 06/14/2013  
4. ORDER NUMBER: HSCETC-13-F-00030  
5. SOLICITATION NUMBER: HSCETC-13-Q-00055  
6. SOLICITATION ISSUE DATE: 05/29/2013

7. FOR SOLICITATION INFORMATION CALL: (b)(6):(b)(7)(C)  
b. TELEPHONE NUMBER: 202-732-(b)(6):(b)(7)(C)  
8. OFFER DUE DATE/LOCAL TIME:

9. ISSUED BY: ICE/TC/IT SER  
ICE/Info Tech Svs/IT Services  
Immigration and Customs Enforcement  
Office of Acquisition Management  
801 I Street NW, Suite (b)(6):(b)(7)(C)  
Washington DC 20536  
10. THIS ACQUISITION IS:  UNRESTRICTED OR  SET ASIDE: % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 511210  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  EDWOSB  8(A) SIZE STANDARD: \$35.5

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED:  SEE SCHEDULE  
12. DISCOUNT TERMS: Net 30  
13b. RATING:  
14. METHOD OF SOLICITATION:  RFQ  IFB  RFP

15. DELIVER TO: ICE/HSI/HQ-D6  
ICE Hmlnd Sec Inv HQ Div. 6  
Immigration and Customs Enforcement  
500 12th Street SW  
Washington DC 20024  
16. ADMINISTERED BY: ICE/TC/IT SER  
ICE/Info Tech Svs/IT Services  
Immigration and Customs Enforcement  
Office of Acquisition Management  
801 I Street NW, Suite (b)(6):(b)(7)(C)  
Attn: (b)(6):(b)(7)(C)  
Washington DC 20536

17a. CONTRACTOR/OFFEROR: PALANTIR TECHNOLOGIES INC  
100 HAMILTON AVENUE  
SUITE 300  
PALO ALTO CA 943011650  
18a. PAYMENT WILL BE MADE BY: ICE-HSI-HQ-DIV 6  
DHS, ICE  
Burlington Finance Center  
P.O. Box 1620  
Attn: ICE-HSI-HQ-DIV 6  
Williston VT 05495-1620

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:  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 362130952 This is a Firm-Fixed Price (FFP) task order for FALCON Operations and Maintenance (O&M) Support Services. The contractor shall provide the supplies and services in accordance with the Performance Work Statement (PWS), all task order attachments, and as outlined in this task order award document. Exempt Action: N Accounting Info: Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA: See schedule  
26. TOTAL AWARD AMOUNT (For Govt. Use Only): (b)(4)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA:  ARE  ARE NOT ATTACHED.  
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA:  ARE  ARE NOT ATTACHED.

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.  
29. AWARD OF CONTRACT: REF. HSCETC-13-Q-00055 OFFER DATED 05/31/2013 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: (b)(6):(b)(7)(C)

30b. NAME AND TITLE OF SIGNER (Type or print):  
30c. DATE SIGNED:  
31b. NAME OF CONTRACTING OFFICER (Type or print): Harold Honegger  
31c. DATE SIGNED: 6/13/13

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	(b)(7)(E)				
	Period of Performance: 06/14/2013 to 03/13/2014				
	Base Year (6/14/13 to 3/13/14)				
0001	132-34-PT-PG-100001 Palantir Operations and Maintenance Support Services. This is a firm-fixed price CLIN for annual support and maintenance of 56 Palantir Gotham Licenses. This CLIN includes Palantir Phoenix and Palantir Mobile at no additional cost to the Government.				(b)(4)
	Option Year 1 (3/14/14 to 3/13/15)				
1001	132-34-PT-PG-100001 Palantir Operations and Maintenance Support Services. This is a firm-fixed price optional CLIN for annual support and maintenance of 56 Palantir Gotham Licenses. This CLIN includes Palantir Phoenix and Palantir Mobile at no additional cost to the Government. (Option Line Item)				(b)(4)
	Option Year 1 (3/14/14 to 3/13/15)				
1002	132-33-PT-PG-000001 Palantir Gotham Perpetual Continued ...				(b)(4)

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<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 (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)		
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
GS-35F-0086U/HSCETC-13-F-00030

PAGE OF  
3 62

NAME OF OFFEROR OR CONTRACTOR  
PALANTIR TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Licenses, per server core. This is a firm-fixed price optional CLIN for an additional 8 Palantir Gotham Licenses to include server hardware at no additional cost to the Government to support the additional licenses. (Option Line Item)  Option Year 1 (3/14/14 to 3/13/15)				(b)(4)
1003	132-50-PBT Palantir Bootcamp Training. This is a firm-fixed price optional CLIN for training for up to 500 employees as required. (Option Line Item)  Option Year 1 (3/14/14 to 3/13/15)				(b)(4)
1004	132-50-PWT Palantir Workshop Training. This is a firm-fixed price optional for training for up to 100 employees as required. (Option Line Item)  Option Year 1 (3/14/14 to 3/13/15)				(b)(4)
1005	Travel. This is an optional CLIN for travel Not to Exceed (NTE) \$230,000.00. If this optional CLIN is exercised, the contractor is not authorized to exceed this amount without prior approval from the Contracting Officer. If the NTE amount is exceeded, the contractor does so at their own risk. (Option Line Item)  Option Year 2 (3/14/15 to 3/13/16)				(b)(4)
2001	132-34-PT-PG-100001 Palantir Operations and Maintenance Support Services. This is a firm-fixed price optional CLIN for annual support and maintenance of 64 Palantir Gotham Licenses. This CLIN includes Palantir Phoenix and Palantir Mobile at no additional cost to the Government. (Option Line Item)  Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
GS-35F-0086U/HSCETC-13-F-00030

PAGE OF  
4 62

NAME OF OFFEROR OR CONTRACTOR  
PALANTIR TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2002	Option Year 2 (3/14/15 to 3/13/16) 132-33-PT-PG-000001 Palantir Gotham Perpetual Licenses, per server core. This is a firm-fixed price optional CLIN for an additional 8 Palantir Gotham Licenses to include server hardware at no additional cost to the Government to support the additional licenses. (Option Line Item)			(b)(4)	
2003	Option Year 2 (3/14/15 to 3/13/16) 132-50-PBT Palantir Bootcamp Training. This is a firm-fixed price optional CLIN for training for up to 500 employees as required. (Option Line Item)			(b)(4)	
2004	Option Year 2 (3/14/15 to 3/13/16) 132-50-PWT Palantir Workshop Training. This is a firm-fixed price optional CLIN for training for up to 100 employees as required. (Option Line Item)			(b)(4)	
2005	Option Year 2 (3/14/15 to 3/13/16) Travel. This is an optional CLIN for travel Not to Exceed (NTE) \$230,000.00. If this optional CLIN is exercised, the contractor is not authorized to exceed this amount without prior approval from the Contracting Officer. If the NTE amount is exceeded, the contractor does so at their own risk. (Option Line Item)			(b)(4)	
3001	Option Year 3 (3/14/16 to 3/13/17) 132-34-PT-PG-100001 Palantir Operations and Maintenance Support Services. This is a firm-fixed price optional CLIN for annual support and maintenance of 72 Palantir Gotham Licenses. This CLIN includes Palantir Phoenix and Palantir Mobile at no additional cost to the Government. Continued ...			(b)(4)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
GS-35F-0086U/HSCETC-13-F-00030

PAGE OF  
5 62

NAME OF OFFEROR OR CONTRACTOR  
PALANTIR TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item)				
3002	Option Year 3 (3/14/16 to 3/13/17) 132-33-PT-PG-000001 Palantir Gotham Perpetual Licenses, per server core. This is a firm-fixed price optional CLIN for an additional 8 Palantir Gotham Licenses to include server hardware at no additional cost to the Government to support the additional licenses. (Option Line Item)			(b)(7)(E)	
3003	Option Year 3 (3/14/16 to 3/13/17) 132-50-PBT Palantir Bootcamp Training. This is a firm-fixed price optional CLIN for training for up to 500 employees as required. (Option Line Item)			(b)(7)(E)	
3004	Option Year 3 (3/14/16 to 3/13/17) 132-50-PWT Palantir Workshop Training. This is a firm-fixed price optional CLIN for training for up to 100 employees as required. (Option Line Item)			(b)(7)(E)	
3005	Option Year 3 (3/14/16 to 3/13/17) Travel. This is an optional CLIN for travel Not to Exceed (NTE) \$230,000.00. If this optional CLIN is exercised, the contractor is not authorized to exceed this amount without prior approval from the Contracting Officer. If the NTE amount is exceeded, the contractor does so at their own risk. (Option Line Item)			(b)(7)(E)	
4001	Option Year 4 (3/14/17 to 3/13/18) 132-34-PT-PG-100001 Palantir Operations and Maintenance Support Services. This is a firm-fixed price optional CLIN for annual support Continued ...			(b)(7)(E)	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
GS-35F-0086U/HSCETC-13-F-00030

PAGE OF  
6 62

NAME OF OFFEROR OR CONTRACTOR  
PALANTIR TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	and maintenance of 80 Palantir Gotham Licenses. This CLIN includes Palantir Phoenix and Palantir Mobile at no additional cost to the Government. (Option Line Item)				
	Option Year 4 (3/14/17 to 3/13/18)				
4002	132-33-PT-PG-000001 Palantir Gotham Perpetual Licenses, per server core. This is a firm-fixed price optional CLIN for an additional 8 Palantir Gotham Licenses to include server hardware at no additional cost to the Government to support the additional licenses. (Option Line Item)				(b)(4)
	Option Year 4 (3/14/17 to 3/13/18)				
4003	132-50-PBT Palantir Bootcamp Training. This is a firm-fixed price optional CLIN for training for up to 500 employees as required. (Option Line Item)				(b)(4)
	Option Year 4 (3/14/17 to 3/13/18)				
4004	132-50-PWT Palantir Workshop Training. This is a firm-fixed price optional CLIN for training for up to 100 employees as required. (Option Line Item)				(b)(4)
	Option Year 4 (3/14/17 to 3/13/18)				
4005	Travel. This is an optional CLIN for travel Not to Exceed (NTE) \$230,000.00. If this optional CLIN is exercised, the contractor is not authorized to exceed this amount without prior approval from the Contracting Officer. If the NTE amount is exceeded, the contractor does so at their own risk. (Option Line Item)				(b)(4)
	FAR 52.217-8 (3/14/18 to 9/13/18)				
	Continued ...				



CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
GS-35F-0086U/HSCETC-13-F-00030

PAGE OF  
7 62

NAME OF OFFEROR OR CONTRACTOR  
PALANTIR TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
5001	132-34-PT-PG-100001 Palantir Operations and Maintenance Support Services. This is a firm-fixed price CLIN for annual support and maintenance of 88 Palantir Gotham Licenses in accordance with FAR 52.217-8. This CLIN includes Palantir Phoenix and Palantir Mobile at no additional cost to the Government. (Option Line Item) Product/Service Code: D309 Product/Service Description: IT AND TELECOM-INFORMATION AND DATA BROADCASTING OR DATA DISTRIBUTION				(b)(4)
	The total amount of award: (b)(4) The obligation for this award is shown in box 26.				

Contract: GS-35F-0086U (Palantir Technologies Inc)  
 Task Order: HSCETC-13-F-00030  
 BASE Contract  
 Title: FALCON Operations and Maintenance Support Services

**Ceiling and Funding Information**

	Prior to this action	This action	Total
Total Task Order Fixed Price	(b)(7)(E)		
Total Obligated Funding			

**Period of Performance**

Begins 6/14/2013 Ends 3/13/2014

**Task Order Administration**

Contracting Officer  
 Harold Honegger  
 DHS/ICE/ITAD  
 801 I St NW  
 Washington, DC 20001  
 Telephone: 202-732-2668  
 Email: harold.honegger@ice.dhs.gov

Contract Specialist  
 Vanessa McNair  
 DHS/ICE/ITAD  
 801 I St NW  
 Washington, DC 20001  
 Telephone: 202-732-2589  
 Email: vanessa.p.mcnair@ice.dhs.gov

**Contracting Officer Representatives (COR/ACOR)**

COR  
 Andrew Fox  
 Management and Program Analyst  
 DHS - ICE - HSI - IS&IM  
 500 12<sup>th</sup> St NW  
 Washington, DC 20024  
 Telephone: 202-732-3666  
 Email: andrew.fox@ice.dhs.gov

ACOR  
 Sefanit Bayou  
 Management and Program Analyst  
 DHS - ICE - HSI - IS&IM  
 500 12<sup>th</sup> St SW  
 Washington, DC 20524  
 Telephone: 202-732-3663  
 Email: sefanit.bayou@ice.dhs.gov

**List of Attachments and Other Documents**

Attachment Number	Attachment Title	Date	Number of Pages	Cross Reference Materials	Document Version
1	Contract Administration	6/13/2013	4		Base
2	PWS	6/13/2013	39		Base
3	Special Terms and Conditions	6/13/2013	11		Base

## Contract Administration

### A. CONTRACT ADMINISTRATION REPRESENTATIVES

Contracting personnel responsible for administering this contract:

**Contract Specialist:**

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

DHS/ICE

901 I St NW

Washington, DC 20001

Office: (202) 732-(b)(6);(

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

**Contract Specialist:**

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

DHS/ICE

901 I St NW

Washington, DC 20001

Office: (202) 732-(b)(6);(

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

Contracting Officer Representatives (CORs) for this contract:

**Contracting Officer Representative (COR):**

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

Management and Program Analyst

DHS - ICE - HSI - IS&IM

500 12<sup>th</sup> St NW

Washington, DC 20024

Office: (202) 732-(b)(6);(b

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

**Alternate Contracting Officer Representative (ACOR):**

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

DHS/ICE/HSI/DIV 6

Homeland Security Investigations

Potomac Center North

500 12<sup>th</sup> St SW

Washington, DC 20536

Office: (202) 732-(b)(6);(

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

### B. APPROVAL OF CONTRACTOR TRAVEL

1. Unless exempted from the advanced approval requirements outlined in paragraph (b) below, any contractor travel which may be directly charged to the contract must be authorized in advance by the Contracting Officer Representative (COR). Travel shall be authorized under this

## Contract Administration

task order only when the travel is required to provide a direct service or specific product to the Government that is identified in the Performance Work Statement (PWS). The contractor shall identify the need for travel and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the COR specifically approves the travel, the contractor shall not invoice for any travel costs incurred. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-46.

2. The advance approval of travel covered in this clause does not apply to local transportation. Local transportation, for this task order, is defined as travel within 100 miles from the contractor personnel's assigned work location for performance of the task order that does not involve an overnight stay.

3. To obtain the approval for travel, the contractor shall submit a separate written request (via email) to the COR for each instance of travel for the contractor (including subcontractors and/or consultants) that is contemplated as a direct charge under the task order. The request shall include (at a minimum) the following information:

a. Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.

b. Description of circumstances necessitating the travel. Identify the tasks that will benefit from the travel and detail the correlation of the travel to the requirements of the statement of work.

c. Identify the estimated cost to include a cost breakdown. Explain why this is the most cost effective means to fulfill the statement of work requirements.

4. For approved travel, the contractor shall be reimbursed for allowable and allocable travel costs actually incurred by and paid to the contractor's employees, provided such costs do not exceed the amount that would be payable to an employee of the Immigration and Customs Enforcement (ICE) conducting the same travel while on Government business. In determining the dollar value of allowable contractor employee travel costs, the limitation of the Federal Travel Regulations effective on the date of travel will apply to contractor employees to the same extent they apply to Federal Government employees.

5. The contractor may be required to furnish to the Contracting Officer (CO) documentary proof of every travel expenditure that exceeds twenty-five dollars (\$25), including receipts for common carrier transportation expenditures. Bona-fide lodging receipts may be required to be submitted by the contractor along with the monthly invoices.

6. The contractor may elect to reimburse its employees for meals and incidental expenses (as defined in the Federal Travel Regulations) on a per diem basis, and the contractor will be reimbursed for such payments. In no event shall the reimbursement allowed under this provision exceed the standard per diem for meals and incidental expenses allowable under the Federal Travel Regulations.

7. To the maximum extent practicable, consistent with travel requirements, the contractor

Attachment 1

## Contract Administration

agrees to use the reduced air transportation and hotel/motel rates and services provided through available Government discount air fares and lodging rates for bona-fide employee travel that is otherwise reimbursable as a direct cost pursuant to this task order when use of such rates results in the lowest overall cost. The contractor shall submit a request, including pertinent information, for specific authorization to use these rates to the Contracting Officer.

8. While on travel, contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While conducting training, attending ICE-sponsored meetings, or while on a Government site, contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as a representative of the ICE.

### C. INVOICING INSTRUCTIONS

1. Invoices shall be submitted on a monthly basis to as outlined below. The monthly invoice amount will be based on the total price of the base period divided by the period of performance of the base period. If an option period is exercised under this task order, the invoicing for the option period will be determined in the same manner. Invoicing for ODCs will occur at cost to the offeror. Proper documentation of ODC costs shall be submitted along with invoices.

#### 2. Invoice Submission:

a. Primary method of submission is email. Invoices shall be submitted to:

(b)(7)(E)

Additionally, copies of all submitted invoices shall be emailed to the Contracting Officer (CO) and Contracting Officer Representative (COR).

Each email shall be in a .pdf format; contain only one (1) invoice and the subject line of the email will annotate the invoice number.

b. Alternate method of submission is fax. Invoices shall be submitted to:

802-288-7658

Each fax shall have a cover sheet identifying point of contact, phone number and number of pages.

Note: The Contractor's Dunn and Bradstreet (D&B) DUNS number must be active in the System for Award Management (SAM) at <https://www.sam.gov>.

#### 3. Content of Invoices: Each invoice submission shall contain the following information:

a. Name and address of the Contractor. The name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM;

b. Dunn and Bradstreet (D&B) DUNS number;

Attachment 1

## Contract Administration

- c. Invoice date and invoice number;
- d. Agreement/Contract number, contract line item number and, if applicable, the order number;
- e. Description, quantity, unit of measure, unit price and extended price of the items delivered;
- f. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- g. Terms of any discount for prompt payment offered;
- h. Remit to Address;
- i. Name, title, and phone number of person to notify in event of defective invoice;
- j. Whether the invoice is "Interim" or "Final"; and
- k. ICE program office designated on order/contract/agreement.

In accordance with Contract Clause, FAR 52.212-4(g)(1), Contract Terms and Conditions – Commercial Items, or FAR 52.232-25(a)(3), Prompt Payment, as applicable, the information identified above is required with each invoice submission.

4. Payment Inquiries: Questions regarding invoice submission or payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at

(b)(7)(E)

## Special Terms and Conditions

A. Federal Acquisition Regulation (FAR) clauses that are pertinent to this task order and are hereby incorporated by reference.

<b>FAR 52.202-1</b>	<b>DEFINITIONS (JAN 2012)</b>
<b>FAR 52.204-2</b>	<b>SECURITY REQUIREMENTS (AUG 1999)</b>
<b>FAR 52.204-4</b>	<b>PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)</b>
<b>FAR 52.204-9</b>	<b>PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)</b>
<b>FAR 52.204-12</b>	<b>DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)</b>
<b>FAR 52.204-13</b>	<b>CENTRAL CONTRACTOR REGISTRATION MAINTENANCE (DEC 2012)</b>
<b>FAR 52.212-4</b>	<b>CONTRACT TERMS AND CONDITIONS (FEB 2012)</b>
<b>FAR 52.217-8</b>	<b>OPTION TO EXTEND SERVICES (FEB 2012)</b>
<b>FAR 52.227-19</b>	<b>COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)</b>
<b>FAR 52.228-5</b>	<b>INSURANCE-WORK ON GOVERNMENT INSTALLATION (JAN 1997)</b>
<b>FAR 52.229-3</b>	<b>FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)</b>
<b>FAR 52.232-1</b>	<b>PAYMENTS (APR 1984)</b>
<b>FAR 52.232-8</b>	<b>DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)</b>
<b>FAR 52.232-11</b>	<b>EXTRAS (APR 1984)</b>
<b>FAR 52.245-1</b>	<b>GOVERNMENT PROPERTY ALTERNATE I (APR 2012)</b>
<b>FAR 52.245-9</b>	<b>USE AND CHARGES (APR 2012)</b>

The clauses incorporated by reference outlined above are 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 these clauses may be accessed electronically at <http://farsite.hill.af.mil/vffar1.htm> or <http://farsite.hill.af.mil/Immigration and Customs Enforcement>:

## Special Terms and Conditions

B. Federal Acquisition Regulation (FAR) clauses that are pertinent to this task order and are provided in full text.

### **FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JAN 2013)**

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

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).  
\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

*[Contracting Officer check as appropriate.]*

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- \_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- \_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).
- (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).
- (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- \_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

Attachment 3



## Special Terms and Conditions

- \_\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- \_\_\_ (11) [Reserved]
- \_\_\_ (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
  - \_\_\_ (ii) Alternate I (Nov 2011).
  - \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (13) (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.
- \_\_\_ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)
  - \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
  - \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
  - \_\_\_ (iv) Alternate III (July 2010) of 52.219-9.
- \_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_\_\_ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
  - \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- \_\_\_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- \_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- \_\_\_ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

## Special Terms and Conditions

\_\_\_ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

\_\_\_ (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

X (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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

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

X (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).

\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

Attachment 3

## Special Terms and Conditions

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

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

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

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

(e)

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

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

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

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

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

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

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

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

## Special Terms and Conditions

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

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

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

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

### **FAR 52.217-8            OPTION TO EXTEND SERVICES (FEB 2012)**

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

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **four (4) years and nine (9) months**.

## Special Terms and Conditions

### **FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond **March 13, 2014**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **March 13, 2014**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

C. Homeland Security Acquisition Regulation (HSAR) clauses that are pertinent to this task order and are provided in full text.

### **HSAR 3052.204-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JUN 2006)**

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within **30 calendar days** after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

## Special Terms and Conditions

- (1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and
- (2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).
- (d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.
- (e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

### **HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS - ALTERNATE I (JUN 2006)**

(a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated

by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

## Special Terms and Conditions

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

## Special Terms and Conditions

(j) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;

(2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(3) The waiver must be in the best interest of the Government.

52-6 06-01-2006 HSAR

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

### **HSAR 3052.228-70 INSURANCE (DEC 2003)**

In accordance with the clause entitled "Insurance - Work on a Government Installation" [*or Insurance - Liability to Third Persons*] in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

(a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).

(b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).

(c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192114VHQ6ISI0039	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Info Tech Svs/IT Services Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite (b)(6); Washington DC 20536	CODE ICE/TC/IT SERVICE	7. ADMINISTERED BY (If other than Item 6) ICE/Info Tech Svs/IT Services Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite (b)(6); Attn: (b)(6);(b)(7)(C) Washington DC 20536	CODE ICE/TC/IT SERVICES
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  PALANTIR TECHNOLOGIES INC 100 HAMILTON AVENUE SUITE 300 PALO ALTO CA 943011650		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 3621309520000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-0086U HSCETC-13-F-00030	
		10B. DATED (SEE ITEM 13) 06/13/2013	

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

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

(b)(7)(E)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4(c) Changes

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 362130952

The purpose of this bilateral modification is to hereby do the following:

1. Add CLIN 1008: Palantir Gotham FFP License Flat Rate Unlimited Cores. The period of performance for this CLIN is 9/30/2014-3/13/2015. As a result of this modification, the obligated contract value is increased (b)(7)(E)

2. Incorporate the revised Performance Work Statement (PWS) dated September 11, 2014.

3. Incorporate the Palantir License and Services Agreement (LSA). The PWS takes precedence over the LSA for the required scope of work.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6);(b)(7)(C)	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR  
 PALANTIR TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1008	<p>As a result of this modification, the total contract value is increased by (b)(7)(E)</p> <p>(b)(7)(E)</p> <p>Exempt Action: N            Delivery: 30 Days After Award            Delivery Location Code: ICE/HSI/HQ-D6            ICE Hmlnd Sec Inv HQ Div. 6            Immigration and Customs Enforcement            500 12th Street SW            Washington DC 20024</p> <p>Period of Performance: 06/14/2013 to 03/13/2015</p> <p>Add Item 1008 as follows:</p> <p>OPTION PERIOD 1:            PALANTIR GOTHAM FFP LICENSE FLAT RATE FOR UNLIMITED CORES</p> <p>Period of Performance: 09/30/2014 to 03/13/2015</p> <p>All other terms and conditions remain unchanged.</p> <p>Any questions regarding this modification, contact:            Contracting Officer: (b)(6);(b)(7)(C) 202-732-(b)(6);(b)(7)(C)            COR: (b)(6);(b)(7)(C) 202-732-(b)(6);(b)(7)(C)            Vendor POC: (b)(6);(b)(7)(C) 703-270-(b)(6);(b)(7)(C)</p>			(b)(6);(b)(7)(C)	

Incorporated herein is Palantir’s License and Services Agreement (“Agreement”), by and between Contractor (“Palantir Technologies Inc.” or “Palantir”) and the ordering entity (“Customer”). This Agreement sets forth the terms and conditions pursuant to which Customer will license certain Palantir software products and contract for certain services from Palantir and pursuant to which Palantir will provide such products and services to Customer.

## PALANTIR LICENSING TERMS AND CONDITIONS

1. Certain Definitions. Capitalized terms will have the meaning indicated above unless otherwise specifically defined in these Terms and Conditions or in any Exhibits hereto.

1.1 “Palantir Gotham FFP License” means a license to the Products to be used in perpetuity on the ICE Falcon enterprise instance of Palantir for an unlimited number of server cores on the terms and subject to the conditions set forth in this Agreement and pursuant to the applicable mutually agreed upon Performance Work Statement (“PWS”). For the avoidance of doubt, the PWS takes precedence over this agreement with respect to the required scope of work.

1.2 “Product” means Palantir’s proprietary commercial Palantir Gotham software product(s) specified in the Order (and any related purchase orders, statements of work, or amendments, in each case incorporated into this Agreement) or provided in connection with this Agreement.

1.3 “Upgrades” mean any helpers, extensions, plug-ins, and add-ons, in any format, including any improvements, modifications, derivative works, patches, updates, and upgrades thereto that Palantir provides to Customer or that is developed in connection with this Agreement.

2. Grant of License. Subject to Customer’s continued and full compliance with all of the terms and conditions of this Agreement, Palantir hereby grants to Customer a non-transferable, non-exclusive license, without any right to sublicense, to install, execute and use the Products and Upgrades solely for its mission-related purposes, and only (i) in accordance with the technical specification documentation provided to Customer by Palantir (“Documentation”); and (ii) on the ICE FALCON system as specified in an annual statement of work to be mutually agreed to by the parties and any modifications thereto. The annual statements of work will specify any deliverables Palantir will provide during the applicable period. For the avoidance of doubt, if the Customer declines to obtain annual support services/Operations and Maintenance (“O&M”) at any time, the Customer shall have a perpetual license to the Products (as of the date annual support services/O&M terminated) in accordance with the terms and conditions of this Agreement, but Palantir shall have no further obligations to provide any additional Upgrades or

O&M to Customer. Unless otherwise stated in an applicable Performance Work Statement, Customer will be responsible, at its own cost and expense, for the procurement and maintenance of all necessary hardware, including, without limitation, servers needed to fully operate and support the Product. Unless otherwise agreed to in writing by the parties in an applicable Statement of Work, database licenses are not included and Customer will be responsible for payment and licensing of any required Oracle database licenses.

3. Ownership. Except for the license rights expressly provided herein, Palantir retains all rights, title and interest in and to the Products, Upgrades, Documentation, and any other related documentation, software, or materials provided by Palantir hereunder (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual or industrial property rights embodied in any of the foregoing). Customer acknowledges that it is obtaining only a limited right to the Products and Upgrades, notwithstanding any reference to the terms “purchase”, “customer”, or “unlimited” herein. The Products and Upgrades are licensed and not sold, and no ownership rights are being conveyed to Customer under this Agreement. Customer will maintain the copyright notice and any other notices or product identifications that appear on or in any Products and any associated media.

4. Restrictions. Customer will not (and will not allow any third party to): (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any Product or Upgrade (except to the extent that applicable law expressly prohibits such a reverse engineering restriction); (ii) provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use a Product or Upgrades for the benefit of any third party, who is not authorized by the Customer for access to the ICE FALCON system; (iii) list or otherwise display or copy any object code of any Product or Upgrade; (iv) copy any Product or Upgrade (or component thereof), except that Customer may make a reasonable number of copies of the Products and/or Documentation solely for backup, archival or disaster recovery purposes; (v) develop any

improvement, modification or derivative work thereof or include a portion thereof in any other equipment or item; (vi) allow the transfer, transmission, export, or re-export of any Product or Upgrade (or any portion thereof) or any Palantir technical data; or (vii) perform benchmark tests without the prior written consent of Palantir (any results of such permitted benchmark testing shall be deemed Confidential Information of Palantir). Notwithstanding these restrictions, nothing shall prevent Customer from development of software that interfaces with Palantir's public Application Program Interface ("APIs"). All the limitations and restrictions on Products in this Agreement also apply to Documentation.

**5. Confidentiality.** To the extent allowed under applicable law (e.g. The Freedom of Information Act, 5 USC 552), Customer shall treat as confidential all Confidential Information (as defined below) of Palantir, and shall not use such Confidential Information except to exercise its rights and perform its obligations herein, and shall not disclose such Confidential Information to any third party other than disclosure on a need to know basis to a party's own advisors, attorneys, and/or bankers whom are each subject to obligations of confidentiality at least as restrictive as those stated herein. Without limiting the foregoing, Customer shall use at least the same degree of care as it uses to prevent the disclosure of its own confidential information of like importance, but in no event less than reasonable care. Customer shall promptly notify Palantir of any actual or suspected misuse or unauthorized disclosure of Palantir's Confidential Information. "Confidential Information" shall mean (i) Products and Upgrades, (ii) Documentation and (iii) any other business, technical or engineering information provided by Palantir to Customer, including third party information, disclosed by Palantir to Customer, in any form and marked or otherwise designated as "Confidential" or "Proprietary" or in any form and by the nature of its disclosure would be understood by a reasonable person to be confidential and proprietary. Notwithstanding the foregoing, Confidential Information shall not include any information that (a) is or becomes part of the public domain through no act or omission of Customer in breach of this Agreement, (b) is known to Customer at the time of disclosure without an obligation to keep it confidential, (c) becomes rightfully disclosed to Customer from another source without restriction on disclosure or use, or (d) Customer can document by written evidence that such information is independently developed by Customer without the use of or any reference or access to Confidential Information, by persons who did not have access to the relevant Confidential Information. Customer is responsible for any breaches of this Section by its employees and agents. Customer's obligations with respect to Palantir's

Confidential Information survives termination of this Agreement for a period of five (5) years; *provided*, that Customer's obligations hereunder shall survive and continue in perpetuity after termination with respect to any Confidential Information that is a trade secret under applicable law.

**6. Payment and Delivery.** Customer shall pay Palantir the total amount set forth in the applicable Task Order. Subject to the Prompt Payment Act, 5 C.F.R. 1315, payment shall be made in the currency set forth on the invoice via check or wire transfer to an account designated by Palantir and shall be due within thirty (30) days after the date of issuance of Palantir's invoice. Products and Upgrades are deemed delivered upon Palantir's initial e-mail communication providing Customer with access to Palantir's electronic support portal, through which Customer may download Products and Documentation.

**7. Operations and Maintenance Services.** Subject to payment of the applicable Task Order, Palantir shall use commercially reasonable efforts to provide Customer with O&M Services (as provided for in Attachment A) in accordance with and subject to Palantir's standard O&M services terms and conditions ("O&M Services") for the period of time specified in the applicable Task Order ("O&M Services Period"). If Customer fails to pay by the end of the then-current O&M Period, Customer shall be deemed to have cancelled O&M Services and Palantir shall no longer provide Customer with O&M Services (including Upgrades) and shall have no further obligations to the Customer regarding the Palantir Gotham FFP License. Customer may reinstate O&M Services after a period in which it was cancelled, provided (i) Palantir then offers O&M Services, and (ii) in order to receive Upgrades which Customer had not received due to cancellation, Customer pays Palantir the current year's O&M Services fee and any O&M Services fees that would have been payable during the period during which O&M Services were cancelled.

**8. Professional Services.** In addition to the O&M Services discussed above, if specified in the applicable task order or performance work statement, Palantir may provide Customer with additional services specified thereon ("Professional Services").

**9. Government Matters.** The Product, Upgrades, O&M Services and Professional Services created by Palantir are "commercial items" as defined at 48 C.F.R. 2.101, consisting of commercial computer software, commercial computer software documentation and commercial services. Since Customer or end user is a U.S. governmental entity, then Customer acknowledges and agrees that its (i) use, duplication, reproduction, release, modification, disclosure, or transfer of the Products, Upgrades and any related documentation of any kind, including, without limitation, technical data and manuals, will be subject to the terms and conditions of this Agreement in accordance with Federal Acquisition Regulation ("FAR") Parts 12.212 and 52.227-19 as applicable; (ii) the Products, Upgrades and documentation were developed fully at private expense and (iii) all other use of the Products, Upgrades and documentation except in accordance with the license grant provided herein is strictly prohibited.

10. Term and Termination. This Agreement shall begin on the Effective Date and remain in effect for the period of time specified as set forth below or as otherwise provided for in the Order ("Term"), unless otherwise terminated as provided herein.

10.1 This Agreement will remain in effect in perpetuity, including in the event Palantir is subject to a change in ownership through acquisition, merger, or any other corporate event, unless otherwise terminated as provided herein. This Agreement may be terminated by Customer without cause upon at least thirty (30) days prior written notice to Palantir.

10.2 Termination or expiration does not affect either party's rights or obligations that accrued prior to the effective date of termination or expiration (including without limitation, payment obligations). Sections 3, 4, 5 (but only for the period of time specified therein), 6, 9, 10.2, 10.3, 11, 12.2, 13 and 14 shall survive any termination or expiration of this Agreement. Termination is not an exclusive remedy and all other remedies will remain available.

11. Indemnification. Palantir shall indemnify and hold harmless Customer from and against damages, costs, and attorneys' fees, if any, finally awarded against Customer from any claim of infringement or violation of any U.S. patent, copyright, or trademark asserted against Customer by a third party based upon Customer's use of the Products in accordance with the terms of this Agreement, provided that Palantir shall have received from Customer: (i) notice of such claim within twenty (20) days of Customer receiving notice of such claim. For the avoidance of doubt, the US Government attorneys shall solely control any litigation covered under this clause. If Customer's use of any of the Products are, or in Palantir's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Palantir may, in its sole discretion: (a) substitute for the Products substantially functionally similar programs and documentation; (b) procure for Customer the right to continue using the Products; or (c) if Palantir reasonably determines that options (a) and (b) are commercially impracticable, terminate this Agreement and refund to Customer for Palantir licenses, the license fee paid hereunder by Customer as reduced to reflect a four-year, straight-line amortization from the date on which such Products were first delivered by Palantir, or, Palantir Cloud and Term licenses, refund to Customer a pro-rated portion of the license fee paid that reflects the remaining portion of the Term at the time of termination. The foregoing indemnification obligation of Palantir shall not apply: (1) if the Products are modified by any party other than Palantir, but only to the extent the alleged infringement would not have occurred but for such modification; (2) if the Products are modified by Palantir at the request of Customer, but only to the extent the alleged infringement would not have occurred but for such modification; (3) if the Products are combined with other non-Palantir products or processes not authorized by Palantir, but only to the extent the alleged infringement would not have occurred but for such combination; (4) to any unauthorized use of the Products; (5) to any superseded release of the Products.

*Palantir Technologies Inc.*  
650.494.1574

Products if the infringement would have been avoided by the use of a current release of the Products that Palantir has provided to Customer prior to the date of the alleged infringement; or (6) to any third party software code contained within the Products. THIS SECTION SETS FORTH PALANTIR'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

#### 12. Palantir Limited Warranty and Disclaimer.

12.1 In addition to any warranties or obligations included in the PWS, Palantir warrants for a period of one hundred twenty days (120) days from the date the initial Products were delivered by Palantir, the Products will substantially conform to Palantir's then current Documentation for such Products. This warranty covers problems reported to Palantir in writing (including a test case or procedure that recreates the failure and by full documentation of the failure) during the warranty period. In the event of a failure of the Products to perform substantially in accordance with the specifications during the warranty period ("Defect"), Palantir shall use reasonable efforts to correct the Defect or provide a suitable work around as soon as reasonably practical after receipt of Customer's written notice as specified above. A Defect shall not include any defect or failure attributable to improper installation, operation, misuse or abuse of the Products or any modification thereof by any person other than Palantir. If Palantir has not remedied the Defect within thirty (30) days of its receipt of Customer's written notice, Customer may give Palantir written notice of termination of this Agreement, which termination will be effective ten (10) days after Palantir's receipt of the notice, unless Palantir is able to remedy the Defect prior to the effective date of termination. In the event of the termination of this Agreement pursuant to Customer's exercise of its right under this Section, Customer shall be entitled to receive from Palantir, as its sole and exclusive remedy, a refund of all amounts paid to Palantir hereunder.

12.2 ALL SALES ARE FINAL. NO PURCHASES OF PRODUCTS ARE REFUNDABLE, EXCHANGEABLE OR OFFSETTABLE EXCEPT AS SET FORTH IN SECTION 12.1. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 12.1 of this Agreement, THE PRODUCTS AND SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY OTHER WARRANTIES OF ANY KIND AND PALANTIR AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, ORAL OR WRITTEN, RELATING TO THE PRODUCTS AND ANY SERVICES PROVIDED HEREUNDER OR SUBJECT MATTER OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. .

#### 13. Limitation of Liability.

13.1 EXCEPT FOR ANY AMOUNTS

GS-35F-0086U

Page 3

AWARDED TO THIRD PARTIES ARISING UNDER SECTION 11 OF THIS AGREEMENT, AND EXCEPT FOR BODILY INJURY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PALANTIR SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY WITH RESPECT TO ANY PRODUCT, SERVICE OR OTHER SUBJECT MATTER OF THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OR ALTERATION OF DATA, COST OF REPLACEMENT, DELAYS, LOST PROFITS, OR SAVINGS ARISING OUT OF PERFORMANCE OR BREACH OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE PRODUCTS, OR FOR ANY MATTER BEYOND PALANTIR'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

and be enforceable. Any and all modifications, waivers or amendments must be made by mutual agreement and shall be effective only if made in writing and signed by each party. No waiver of any breach shall be deemed a waiver of any subsequent breach. Customer's obligations under this Agreement are subject to compliance with all applicable export control laws and regulations. This Agreement is incorporated into the Government contract documents. Palantir is in no way affiliated with, or endorsed or sponsored by, The Saul Zaentz Company d.b.a. Tolkien Enterprises or the Estate of J.R.R. Tolkien.

13.2 EXCEPT FOR ANY AMOUNTS AWARDED TO THIRD PARTIES ARISING UNDER SECTION 11 OF THIS AGREEMENT, AND EXCEPT FOR BODILY INJURY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY AGREES THAT THE MAXIMUM AGGREGATE LIABILITY OF PALANTIR ON ANY CLAIM OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, STRICT LIABILITY, PRODUCT LIABILITY OR NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY OR RESULTING FROM THIS AGREEMENT OR ANY PRODUCTS OR SERVICES FURNISHED HEREUNDER SHALL NOT EXCEED THE SUMS PAID TO PALANTIR BY CUSTOMER HEREUNDER. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

14. Miscellaneous. Neither this Agreement nor the licenses granted hereunder are assignable or transferable by Customer; any attempt to do so shall be void. Palantir may assign this Agreement in whole or in part with notice to and approval of the Customer. Any notice, report, approval or consent required or permitted hereunder shall be in writing and sent by first class U.S. mail, confirmed facsimile, a U.S. government email system with Read Receipt or major commercial rapid delivery courier service to the address specified in the Order. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.  
*Palantir Technologies Inc.*  
650.494.1574

GS-35F-0086U

Page 4

## Attachment A- PALANTIR O&M/SUPPORT SERVICES

1a. For the avoidance of doubt, this Attachment A supplements the PWS O&M requirements, and does not replace it. The services referenced herein are provided by Palantir’s general technical support team, which supplement the O&M provided by Palantir under the ICE PWS.

1b. **SUPPORT SERVICES.** Support Services consist of (a) Error Correction and Technical Support provided to the Customer’s technical support contact concerning the installation and use of the then-current release of the applicable Product and the Previous Sequential Release and (b) Product Major Releases that Palantir in its discretion makes generally available without additional charge to a Customer that is up to date on all fees due under its current License and Services Agreement (any such update will be subject to the Agreement as though it were the applicable Product).

2. **ERROR PRIORITY LEVELS.** Palantir shall exercise commercially reasonable efforts to correct any Error reported by Customer in the current unmodified release of Product in accordance with the priority level reasonably assigned to such Error by Palantir.

- **P0 Errors** - Palantir shall promptly commence the following procedures: (i) assigning Palantir engineers or other Palantir-trained personnel to correct the Error(s); (ii) notifying Palantir management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) providing Customer with periodic reports on the status of the corrections; (iv) initiating work to provide Customer with a Hotfix; and (v) if appropriate, providing Palantir engineers or other trained personnel, on site at Customer’s facilities.
- **P1 Errors** - Palantir shall promptly commence the following procedures: (i) assigning Palantir engineers or other Palantir-trained personnel to correct the Error; (ii) notifying Palantir management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) providing Customer with periodic reports on the status of the corrections; (iv) initiating work to provide Customer with a Hotfix; and (v) if appropriate, providing Palantir engineers or other trained personnel on site at Customer’s facilities.
- **P2 Errors** - Palantir may include the Fix for the Error in the next Major Release.
- **P3 Errors** - Palantir may include the Fix for the Error in the next Major Release.

3. **RESPONSE TIMES.** Palantir will use diligent efforts to meet the following response times:

Severity	Response Time	Targeted Resolution Service Level
<b>P0</b>	<b>12 clock hours, 365 days a year</b>	<b>Onsite if appropriate within 24 clock hours of issue until Error is resolved</b>
<b>P1</b>	<b>12 Business Hours</b>	<b>Onsite if appropriate within 36 business hours of issue until Error is resolved</b>
<b>P2</b>	<b>24 Business Hours</b>	<b>Error resolved with Major Release</b>
<b>P3</b>	<b>60 Business Hours</b>	<b>Error resolved at Palantir’s discretion</b>

4. **EXCLUSIONS.** Palantir shall have no obligation to support: (i) altered or damaged Product or any portion of a Product incorporated with or into other software; (ii) Product that is not the then-current release or immediately Previous Sequential Release; (iii) Product problems caused by Customer’s negligence, abuse or misapplication, use of Product other than as specified in the Palantir’s user manual, or other causes beyond the control of Palantir; (iv) Product installed on any hardware that is not supported by Palantir; or (v) any Product for which Palantir has released a Hotfix or Major Release that has not been implemented by Customer within six (6) months after the date first made available by Palantir. Palantir shall have no liability for any changes in Customer’s hardware which may be necessary to use Product due to a Workaround or maintenance release.

5. **CUSTOMER OBLIGATIONS.** As a prerequisite to Palantir’s obligations hereunder, Customer agrees to the following obligations.

In addition, this support team must be generally available and able to collect data and report it back to Palantir within 24 to 48 hours of requests made by Palantir.

5.1 Customer will back up Palantir files and associated databases regularly.

5.2 Customer will follow the Upgrade Guide and other instructions provided by Palantir when upgrading Product.

5.3 Customer will test Major Releases, Minor Releases and Hotfixes in a staging environment before deploying the Major Release, Minor Release or Hotfix to a production environment.

6. DEFINITIONS.

- “Business Hours” means hours occurring during the period of each day in which Palantir offers Support Services, 8 A.M.-4 P.M. Pacific Time.
- “Error” means an error in a Product that is reproduced by Palantir and which significantly degrades such Product as compared to the Palantir’s published performance specifications.
- “Error Correction” means the use of reasonable commercial efforts to correct Errors.
- “Fix” means the repair or replacement of object or executable code versions of a Product to remedy an Error.
- “Hotfix” means a single, cumulative package that includes one or more files containing Fixes or Workarounds that are used to address P0 or P1 Errors. “Hotfixes” address a specific customer situation and may not be distributed outside the customer organization.
- “Major Release” means a Product update that represents incremental improved features, functionality, and usability and is released during the normal course of development. An update is indicated as an increment to the major version number in the software (version 1.2 can be updated to version 1.3).
- “Previous Sequential Release” means the release of a Product which has been replaced by a subsequent release of the same Product. Notwithstanding anything else, a Previous Sequential Release will be supported by Palantir only for a period of twelve (12) months after release of the subsequent release.
- “P0 Error” means an Error which renders a Product inoperative or causes such Product to fail catastrophically.
- “P1 Error” means an Error which substantially degrades the performance of a Product or materially restricts Customer’s use of such Product.
- “P2 Error” means an Error which causes only a minor impact on the Customer’s use of Product functionality.
- “P3 Error” means an Error which causes only a very minor impact on the Customer’s use of a Product, such as documentation typos or handled error messages.
- “Support Services” means Palantir support services as described in Section 1.
- “Technical Support” means technical support assistance provided by Palantir via email, telephone or other means provided by Palantir in its discretion to the Technical Support Contact during Palantir’s normal business hours concerning the installation and use of the then current release of a Product and the Previous Sequential Release.
- “Upgrade Guide” means the documentation provided by Palantir specifying appropriate procedure for upgrading Product.
- “Workaround” means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer’s use of a Product.

THESE TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. ALL PRODUCTS AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE AGREEMENT. THIS ATTACHMENT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192114VHQ6ISI0039	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Info Tech Svs/IT Services Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite (b)(6) Washington DC 20536	CODE ICE/TC/IT SERVICE	7. ADMINISTERED BY (If other than Item 6) ICE/Info Tech Svs/IT Services Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite (b)(6); Attn: (b)(6):(b)(7)(C) Washington DC 20536	CODE ICE/TC/IT SERVICES
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  PALANTIR TECHNOLOGIES INC 100 HAMILTON AVENUE SUITE 300 PALO ALTO CA 943011650		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 3621309520000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-0086U HSCE/TC-13-F-00030	
		10B. DATED (SEE ITEM 13) 06/13/2013	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

(b)(7)(E)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.212-4(c) Changes

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 362130952

The purpose of this bilateral modification is to hereby do the following:

1. Add CLIN 1008: Palantir Gotham FFP License Flat Rate Unlimited Cores. The period of performance for this CLIN is 9/30/2014-3/13/2015. As a result of this modification, the obligated contract value is increased by (b)(7)(E)

2. Incorporate the revised Performance Work Statement (PWS) dated September 11, 2014.

3. Incorporate the Palantir License and Services Agreement (LSA). The PWS takes precedence over the LSA for the required scope of work.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6):(b)(7)(C) Legal Counsel	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6):(b)(7)(C)
15B. CO (b)(6):(b)(7)(C)	15C. DATE SIGNED 9/22/2014
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR  
PALANTIR TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1008	<p>As a result of this modification, the total contract value is increased by (b)(7)(E)</p> <p>(b)(7)(E)</p> <p>Exempt Action: N            Delivery: 30 Days After Award            Delivery Location Code: ICE/HSI/HQ-D6            ICE Hmlnd Sec Inv HQ Div. 6            Immigration and Customs Enforcement            500 12th Street SW            Washington DC 20024</p> <p>Period of Performance: 06/14/2013 to 03/13/2015</p> <p>Add Item 1008 as follows:</p> <p>OPTION PERIOD 1:            PALANTIR GOTHAM FFP LICENSE FLAT RATE FOR UNLIMITED CORES</p> <p>Period of Performance: 09/30/2014 to 03/13/2015</p> <p>All other terms and conditions remain unchanged.</p> <p>Any questions regarding this modification, contact:            Contracting Officer: (b)(6);(b)(7)(C) 202-732-(b)(6)            COR: (b)(6);(b)(7)(C) 202-732-(b)(6);(b)(7)(C)            Vendor POC: (b)(6);(b)(7)(C) 703-270-(b)(6);(b)(7)(C)</p>			(b)(7)(E)	

Incorporated herein is Palantir's License and Services Agreement ("Agreement"), by and between Contractor ("Palantir Technologies Inc." or "Palantir") and the ordering entity ("Customer"). This Agreement sets forth the terms and conditions pursuant to which Customer will license certain Palantir software products and contract for certain services from Palantir and pursuant to which Palantir will provide such products and services to Customer.

## PALANTIR LICENSING TERMS AND CONDITIONS

1. Certain Definitions. Capitalized terms will have the meaning indicated above unless otherwise specifically defined in these Terms and Conditions or in any Exhibits hereto.

1.1 "Palantir Gotham FFP License" means a license to the Products to be used in perpetuity on the ICE Falcon enterprise instance of Palantir for an unlimited number of server cores on the terms and subject to the conditions set forth in this Agreement and pursuant to the applicable mutually agreed upon Performance Work Statement ("PWS"). For the avoidance of doubt, the PWS takes precedence over this agreement with respect to the required scope of work.

1.2 "Product" means Palantir's proprietary commercial Palantir Gotham software product(s) specified in the Order (and any related purchase orders, statements of work, or amendments, in each case incorporated into this Agreement) or provided in connection with this Agreement.

1.3 "Upgrades" mean any helpers, extensions, plugins, and add-ons, in any format, including any improvements, modifications, derivative works, patches, updates, and upgrades thereto that Palantir provides to Customer or that is developed in connection with this Agreement.

2. Grant of License. Subject to Customer's continued and full compliance with all of the terms and conditions of this Agreement, Palantir hereby grants to Customer a non-transferable, non-exclusive license, without any right to sublicense, to install, execute and use the Products and Upgrades solely for its mission-related purposes, and only (i) in accordance with the technical specification documentation provided to Customer by Palantir ("Documentation"); and (ii) on the ICE FALCON system as specified in an annual statement of work to be mutually agreed to by the parties and any modifications thereto. The annual statements of work will specify any deliverables Palantir will provide during the applicable period. For the avoidance of doubt, if the Customer declines to obtain annual support services/Operations and Maintenance ("O&M") at any time, the Customer shall have a perpetual license to the Products (as of the date annual support services/O&M terminated) in accordance with the terms and conditions of this Agreement, but Palantir shall have no further obligations to provide any additional Upgrades or

O&M to Customer. Unless otherwise stated in an applicable Performance Work Statement, Customer will be responsible, at its own cost and expense, for the procurement and maintenance of all necessary hardware, including, without limitation, servers needed to fully operate and support the Product. Unless otherwise agreed to in writing by the parties in an applicable Statement of Work, database licenses are not included and Customer will be responsible for payment and licensing of any required Oracle database licenses.

3. Ownership. Except for the license rights expressly provided herein, Palantir retains all rights, title and interest in and to the Products, Upgrades, Documentation, and any other related documentation, software, or materials provided by Palantir hereunder (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual or industrial property rights embodied in any of the foregoing). Customer acknowledges that it is obtaining only a limited right to the Products and Upgrades, notwithstanding any reference to the terms "purchase", "customer", or "unlimited" herein. The Products and Upgrades are licensed and not sold, and no ownership rights are being conveyed to Customer under this Agreement. Customer will maintain the copyright notice and any other notices or product identifications that appear on or in any Products and any associated media.

4. Restrictions. Customer will not (and will not allow any third party to): (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any Product or Upgrade (except to the extent that applicable law expressly prohibits such a reverse engineering restriction); (ii) provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use a Product or Upgrades for the benefit of any third party, who is not authorized by the Customer for access to the ICE FALCON system; (iii) list or otherwise display or copy any object code of any Product or Upgrade; (iv) copy any Product or Upgrade (or component thereof), except that Customer may make a reasonable number of copies of the Products and/or Documentation solely for backup, archival or disaster recovery purposes; (v) develop any

improvement, modification or derivative work thereof or include a portion thereof in any other equipment or item; (vi) allow the transfer, transmission, export, or re-export of any Product or Upgrade (or any portion thereof) or any Palantir technical data; or (vii) perform benchmark tests without the prior written consent of Palantir (any results of such permitted benchmark testing shall be deemed Confidential Information of Palantir). Notwithstanding these restrictions, nothing shall prevent Customer from development of software that interfaces with Palantir's public Application Program Interface ("APIs"). All the limitations and restrictions on Products in this Agreement also apply to Documentation.

**5. Confidentiality.** To the extent allowed under applicable law (e.g. The Freedom of Information Act, 5 USC 552), Customer shall treat as confidential all Confidential Information (as defined below) of Palantir, and shall not use such Confidential Information except to exercise its rights and perform its obligations herein, and shall not disclose such Confidential Information to any third party other than disclosure on a need to know basis to a party's own advisors, attorneys, and/or bankers whom are each subject to obligations of confidentiality at least as restrictive as those stated herein. Without limiting the foregoing, Customer shall use at least the same degree of care as it uses to prevent the disclosure of its own confidential information of like importance, but in no event less than reasonable care. Customer shall promptly notify Palantir of any actual or suspected misuse or unauthorized disclosure of Palantir's Confidential Information. "Confidential Information" shall mean (i) Products and Upgrades, (ii) Documentation and (iii) any other business, technical or engineering information provided by Palantir to Customer, including third party information, disclosed by Palantir to Customer, in any form and marked or otherwise designated as "Confidential" or "Proprietary" or in any form and by the nature of its disclosure would be understood by a reasonable person to be confidential and proprietary. Notwithstanding the foregoing, Confidential Information shall not include any information that (a) is or becomes part of the public domain through no act or omission of Customer in breach of this Agreement, (b) is known to Customer at the time of disclosure without an obligation to keep it confidential, (c) becomes rightfully disclosed to Customer from another source without restriction on disclosure or use, or (d) Customer can document by written evidence that such information is independently developed by Customer without the use of or any reference or access to Confidential Information, by persons who did not have access to the relevant Confidential Information. Customer is responsible for any breaches of this Section by its employees and agents. Customer's obligations with respect to Palantir's

Confidential Information survives termination of this Agreement for a period of five (5) years; *provided*, that Customer's obligations hereunder shall survive and continue in perpetuity after termination with respect to any Confidential Information that is a trade secret under applicable law.

**6. Payment and Delivery.** Customer shall pay Palantir the total amount set forth in the applicable Task Order. Subject to the Prompt Payment Act, 5 C.F.R. 1315, payment shall be made in the currency set forth on the invoice via check or wire transfer to an account designated by Palantir and shall be due within thirty (30) days after the date of issuance of Palantir's invoice. Products and Upgrades are deemed delivered upon Palantir's initial e-mail communication providing Customer with access to Palantir's electronic support portal, through which Customer may download Products and Documentation.

**7. Operations and Maintenance Services.** Subject to payment of the applicable Task Order, Palantir shall use commercially reasonable efforts to provide Customer with O&M Services (as provided for in Attachment A) in accordance with and subject to Palantir's standard O&M services terms and conditions ("O&M Services") for the period of time specified in the applicable Task Order ("O&M Services Period"). If Customer fails to pay by the end of the then-current O&M Period, Customer shall be deemed to have cancelled O&M Services and Palantir shall no longer provide Customer with O&M Services (including Upgrades) and shall have no further obligations to the Customer regarding the Palantir Gotham FFP License. Customer may reinstate O&M Services after a period in which it was cancelled, provided (i) Palantir then offers O&M Services, and (ii) in order to receive Upgrades which Customer had not received due to cancellation, Customer pays Palantir the current year's O&M Services fee and any O&M Services fees that would have been payable during the period during which O&M Services were cancelled.

**8. Professional Services.** In addition to the O&M Services discussed above, if specified in the applicable task order or performance work statement, Palantir may provide Customer with additional services specified thereon ("Professional Services").

**9. Government Matters.** The Product, Upgrades, O&M Services and Professional Services created by Palantir are "commercial items" as defined at 48 C.F.R. 2.101, consisting of commercial computer software, commercial computer software documentation and commercial services. Since Customer or end user is a U.S. governmental entity, then Customer acknowledges and agrees that its (i) use, duplication, reproduction, release, modification, disclosure, or transfer of the Products, Upgrades and any related documentation of any kind, including, without limitation, technical data and manuals, will be subject to the terms and conditions of this Agreement in accordance with Federal Acquisition Regulation ("FAR") Parts 12.212 and 52.227-19 as applicable; (ii) the Products, Upgrades and documentation were developed fully at private expense and (iii) all other use of the Products, Upgrades and documentation except in accordance with the license grant provided herein is strictly prohibited.

10. Term and Termination. This Agreement shall begin on the Effective Date and remain in effect for the period of time specified as set forth below or as otherwise provided for in the Order ("Term"), unless otherwise terminated as provided herein.

10.1 This Agreement will remain in effect in perpetuity, including in the event Palantir is subject to a change in ownership through acquisition, merger, or any other corporate event, unless otherwise terminated as provided herein. This Agreement may be terminated by Customer without cause upon at least thirty (30) days prior written notice to Palantir.

10.2 Termination or expiration does not affect either party's rights or obligations that accrued prior to the effective date of termination or expiration (including without limitation, payment obligations). Sections 3, 4, 5 (but only for the period of time specified therein), 6, 9, 10.2, 10.3, 11, 12.2, 13 and 14 shall survive any termination or expiration of this Agreement. Termination is not an exclusive remedy and all other remedies will remain available.

11. Indemnification. Palantir shall indemnify and hold harmless Customer from and against damages, costs, and attorneys' fees, if any, finally awarded against Customer from any claim of infringement or violation of any U.S. patent, copyright, or trademark asserted against Customer by a third party based upon Customer's use of the Products in accordance with the terms of this Agreement, provided that Palantir shall have received from Customer: (i) notice of such claim within twenty (20) days of Customer receiving notice of such claim. For the avoidance of doubt, the US Government attorneys shall solely control any litigation covered under this clause. If Customer's use of any of the Products are, or in Palantir's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Palantir may, in its sole discretion: (a) substitute for the Products substantially functionally similar programs and documentation; (b) procure for Customer the right to continue using the Products; or (c) if Palantir reasonably determines that options (a) and (b) are commercially impracticable, terminate this Agreement and refund to Customer for Palantir licenses, the license fee paid hereunder by Customer as reduced to reflect a four-year, straight-line amortization from the date on which such Products were first delivered by Palantir, or, Palantir Cloud and Term licenses, refund to Customer a pro-rated portion of the license fee paid that reflects the remaining portion of the Term at the time of termination. The foregoing indemnification obligation of Palantir shall not apply: (1) if the Products are modified by any party other than Palantir, but only to the extent the alleged infringement would not have occurred but for such modification; (2) if the Products are modified by Palantir at the request of Customer, but only to the extent the alleged infringement would not have occurred but for such modification; (3) if the Products are combined with other non-Palantir products or processes not authorized by Palantir, but only to the extent the alleged infringement would not have occurred but for such combination; (4) to any unauthorized use of the Products; (5) to any superseded release of the *Palantir Technologies Inc.*

GS-35F-0086U

Products if the infringement would have been avoided by the use of a current release of the Products that Palantir has provided to Customer prior to the date of the alleged infringement; or (6) to any third party software code contained within the Products. THIS SECTION SETS FORTH PALANTIR'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

#### 12. Palantir Limited Warranty and Disclaimer.

12.1 In addition to any warranties or obligations included in the PWS, Palantir warrants for a period of one hundred twenty days (120) days from the date the initial Products were delivered by Palantir, the Products will substantially conform to Palantir's then current Documentation for such Products. This warranty covers problems reported to Palantir in writing (including a test case or procedure that recreates the failure and by full documentation of the failure) during the warranty period. In the event of a failure of the Products to perform substantially in accordance with the specifications during the warranty period ("Defect"), Palantir shall use reasonable efforts to correct the Defect or provide a suitable work around as soon as reasonably practical after receipt of Customer's written notice as specified above. A Defect shall not include any defect or failure attributable to improper installation, operation, misuse or abuse of the Products or any modification thereof by any person other than Palantir. If Palantir has not remedied the Defect within thirty (30) days of its receipt of Customer's written notice, Customer may give Palantir written notice of termination of this Agreement, which termination will be effective ten (10) days after Palantir's receipt of the notice, unless Palantir is able to remedy the Defect prior to the effective date of termination. In the event of the termination of this Agreement pursuant to Customer's exercise of its right under this Section, Customer shall be entitled to receive from Palantir, as its sole and exclusive remedy, a refund of all amounts paid to Palantir hereunder.

12.2 ALL SALES ARE FINAL. NO PURCHASES OF PRODUCTS ARE REFUNDABLE, EXCHANGEABLE OR OFFSETTABLE EXCEPT AS SET FORTH IN SECTION 12.1. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 12.1 of this Agreement, THE PRODUCTS AND SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY OTHER WARRANTIES OF ANY KIND AND PALANTIR AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, ORAL OR WRITTEN, RELATING TO THE PRODUCTS AND ANY SERVICES PROVIDED HEREUNDER OR SUBJECT MATTER OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. .

#### 13. Limitation of Liability.

13.1 EXCEPT FOR ANY AMOUNTS

Page 3

AWARDED TO THIRD PARTIES ARISING UNDER SECTION 11 OF THIS AGREEMENT, AND EXCEPT FOR BODILY INJURY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PALANTIR SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY WITH RESPECT TO ANY PRODUCT, SERVICE OR OTHER SUBJECT MATTER OF THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OR ALTERATION OF DATA, COST OF REPLACEMENT, DELAYS, LOST PROFITS, OR SAVINGS ARISING OUT OF PERFORMANCE OR BREACH OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE PRODUCTS, OR FOR ANY MATTER BEYOND PALANTIR'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

and be enforceable. Any and all modifications, waivers or amendments must be made by mutual agreement and shall be effective only if made in writing and signed by each party. No waiver of any breach shall be deemed a waiver of any subsequent breach. Customer's obligations under this Agreement are subject to compliance with all applicable export control laws and regulations. This Agreement is incorporated into the Government contract documents. Palantir is in no way affiliated with, or endorsed or sponsored by, The Saul Zaentz Company d.b.a. Tolkien Enterprises or the Estate of J.R.R. Tolkien.

13.2 EXCEPT FOR ANY AMOUNTS AWARDED TO THIRD PARTIES ARISING UNDER SECTION 11 OF THIS AGREEMENT, AND EXCEPT FOR BODILY INJURY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY AGREES THAT THE MAXIMUM AGGREGATE LIABILITY OF PALANTIR ON ANY CLAIM OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, STRICT LIABILITY, PRODUCT LIABILITY OR NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY OR RESULTING FROM THIS AGREEMENT OR ANY PRODUCTS OR SERVICES FURNISHED HEREUNDER SHALL NOT EXCEED THE SUMS PAID TO PALANTIR BY CUSTOMER HEREUNDER. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

14. Miscellaneous. Neither this Agreement nor the licenses granted hereunder are assignable or transferable by Customer; any attempt to do so shall be void. Palantir may assign this Agreement in whole or in part with notice to and approval of the Customer. Any notice, report, approval or consent required or permitted hereunder shall be in writing and sent by first class U.S. mail, confirmed facsimile, a U.S. government email system with Read Receipt or major commercial rapid delivery courier service to the address specified in the Order. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.  
*Palantir Technologies Inc.*  
650.494.1574

GS-35F-0086U

Page 4

## Attachment A- PALANTIR O&M/SUPPORT SERVICES

1a. For the avoidance of doubt, this Attachment A supplements the PWS O&M requirements, and does not replace it. The services referenced herein are provided by Palantir’s general technical support team, which supplement the O&M provided by Palantir under the ICE PWS.

1b. **SUPPORT SERVICES.** Support Services consist of (a) Error Correction and Technical Support provided to the Customer’s technical support contact concerning the installation and use of the then-current release of the applicable Product and the Previous Sequential Release and (b) Product Major Releases that Palantir in its discretion makes generally available without additional charge to a Customer that is up to date on all fees due under its current License and Services Agreement (any such update will be subject to the Agreement as though it were the applicable Product).

2. **ERROR PRIORITY LEVELS.** Palantir shall exercise commercially reasonable efforts to correct any Error reported by Customer in the current unmodified release of Product in accordance with the priority level reasonably assigned to such Error by Palantir.

- **P0 Errors** - Palantir shall promptly commence the following procedures: (i) assigning Palantir engineers or other Palantir-trained personnel to correct the Error(s); (ii) notifying Palantir management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) providing Customer with periodic reports on the status of the corrections; (iv) initiating work to provide Customer with a Hotfix; and (v) if appropriate, providing Palantir engineers or other trained personnel, on site at Customer’s facilities.
- **P1 Errors** - Palantir shall promptly commence the following procedures: (i) assigning Palantir engineers or other Palantir-trained personnel to correct the Error; (ii) notifying Palantir management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) providing Customer with periodic reports on the status of the corrections; (iv) initiating work to provide Customer with a Hotfix; and (v) if appropriate, providing Palantir engineers or other trained personnel on site at Customer’s facilities.
- **P2 Errors** - Palantir may include the Fix for the Error in the next Major Release.
- **P3 Errors** - Palantir may include the Fix for the Error in the next Major Release.

3. **RESPONSE TIMES.** Palantir will use diligent efforts to meet the following response times:

Severity	Response Time	Targeted Resolution Service Level
<b>P0</b>	<b>12 clock hours, 365 days a year</b>	<b>Onsite if appropriate within 24 clock hours of issue until Error is resolved</b>
<b>P1</b>	<b>12 Business Hours</b>	<b>Onsite if appropriate within 36 business hours of issue until Error is resolved</b>
<b>P2</b>	<b>24 Business Hours</b>	<b>Error resolved with Major Release</b>
<b>P3</b>	<b>60 Business Hours</b>	<b>Error resolved at Palantir’s discretion</b>

4. **EXCLUSIONS.** Palantir shall have no obligation to support: (i) altered or damaged Product or any portion of a Product incorporated with or into other software; (ii) Product that is not the then-current release or immediately Previous Sequential Release; (iii) Product problems caused by Customer’s negligence, abuse or misapplication, use of Product other than as specified in the Palantir’s user manual, or other causes beyond the control of Palantir; (iv) Product installed on any hardware that is not supported by Palantir; or (v) any Product for which Palantir has released a Hotfix or Major Release that has not been implemented by Customer within six (6) months after the date first made available by Palantir. Palantir shall have no liability for any changes in Customer’s hardware which may be necessary to use Product due to a Workaround or maintenance release.

5. **CUSTOMER OBLIGATIONS.** As a prerequisite to Palantir’s obligations hereunder, Customer agrees to the following obligations.

In addition, this support team must be generally available and able to collect data and report it back to Palantir within 24 to 48 hours of requests made by Palantir.

5.1 Customer will back up Palantir files and associated databases regularly.

5.2 Customer will follow the Upgrade Guide and other instructions provided by Palantir when upgrading Product.

5.3 Customer will test Major Releases, Minor Releases and Hotfixes in a staging environment before deploying the Major Release, Minor Release or Hotfix to a production environment.

#### 6. DEFINITIONS.

- “Business Hours” means hours occurring during the period of each day in which Palantir offers Support Services, 8 A.M.-4 P.M. Pacific Time.
- “Error” means an error in a Product that is reproduced by Palantir and which significantly degrades such Product as compared to the Palantir’s published performance specifications.
- “Error Correction” means the use of reasonable commercial efforts to correct Errors.
- “Fix” means the repair or replacement of object or executable code versions of a Product to remedy an Error.
- “Hotfix” means a single, cumulative package that includes one or more files containing Fixes or Workarounds that are used to address P0 or P1 Errors. “Hotfixes” address a specific customer situation and may not be distributed outside the customer organization.
- “Major Release” means a Product update that represents incremental improved features, functionality, and usability and is released during the normal course of development. An update is indicated as an increment to the major version number in the software (version 1.2 can be updated to version 1.3).
- “Previous Sequential Release” means the release of a Product which has been replaced by a subsequent release of the same Product. Notwithstanding anything else, a Previous Sequential Release will be supported by Palantir only for a period of twelve (12) months after release of the subsequent release.
- “P0 Error” means an Error which renders a Product inoperative or causes such Product to fail catastrophically.
- “P1 Error” means an Error which substantially degrades the performance of a Product or materially restricts Customer’s use of such Product.
- “P2 Error” means an Error which causes only a minor impact on the Customer’s use of Product functionality.
- “P3 Error” means an Error which causes only a very minor impact on the Customer’s use of a Product, such as documentation typos or handled error messages.
- “Support Services” means Palantir support services as described in Section 1.
- “Technical Support” means technical support assistance provided by Palantir via email, telephone or other means provided by Palantir in its discretion to the Technical Support Contact during Palantir’s normal business hours concerning the installation and use of the then current release of a Product and the Previous Sequential Release.
- “Upgrade Guide” means the documentation provided by Palantir specifying appropriate procedure for upgrading Product.
- “Workaround” means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer’s use of a Product.

THESE TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. ALL PRODUCTS AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE AGREEMENT. THIS ATTACHMENT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 09/23/2015	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICEINFORMATION TECHNOLOGY DIVISION IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW SUITE (b)(6) WASHINGTON DC 20536	CODE ICE/ITD	7. ADMINISTERED BY (if other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) PRAESCIENT ANALYTICS LLC ATTN (b)(6)-(b)(7)(C) 635 SLATERS LANE SUITE 200 ALEXANDRIA VA 223141170		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 9688314250000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-423BA HSCETC-15-F-00018	10B. DATED (SEE ITEM 13) 09/03/2015

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

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
See Schedule

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

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

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 968831425

The purpose of this administrative modification is to hereby incorporate FALCON Training and Support Statement of Objectives (SOO) for Homeland Security Investigations Joint Task Force dated September 22, 2015.

As a result of this modification, the task order funded amount remains unchanged at

(b)(7)(E)

All other terms and conditions remain unchanged.

Exempt Action: N

Period of Performance: 09/21/2015 to 09/20/2017

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6);(b)(7)(C)
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED (b)(6);(b)(7)(C)
	16C. DATE SIGNED 9/23/15

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR  
 PRAESCIENT ANALYTICS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>For questions regarding this modification:</p> <p>Contract Officer:            (b)(6);(b)(7)(C)            Desk: 202-732-(b)(6);            Email: (b)(6);(b)(7)(C)</p> <p>Contracting Officer Representative (COR):            (b)(6);(b)(7)(C)            Management and Program Analyst            DHS - ICE - HSI - IS&amp;IM            Desk: 202-732-(b)(6);            Email: (b)(6);(b)(7)(C)</p> <p>Technical POC:            (b)(6);(b)(7)(C)            JTF - Investigations            Homeland Security Investigations            U.S. Immigration and Customs Enforcement            U.S. Department of Homeland Security            (o): (202) 732-(b)(6);            Email: (b)(6);(b)(7)(C)</p> <p>Vendor POC:            (b)(6);(b)(7)(C)            O: 703-739-(b)(6) ext. (b)(6);(            C: 757-575-(b)(7)            Email: (b)(6);(b)(7)(C)</p>				



U.S. Immigration  
and Customs  
Enforcement

**For Official Use Only**

# FALCON Training and Support Statement of Objectives (amended)

*September 22, 2015*

Homeland Security Investigations (HSI)

Joint Task Force-Investigations



Homeland  
Security

## 1.0 PROJECT TITLE

Statement of Objectives (SOO) for FALCON Training and Support for the Joint Task Force-Investigations

## 2.0 BACKGROUND

United States Immigration and Customs Enforcement (ICE) is the largest investigative branch of the Department of Homeland Security (DHS). As part of ICE, Homeland Security Investigations (HSI) is a critical asset in accomplishing the ICE mission and is responsible for investigating a wide range of domestic and international activities arising from the illegal movement of people and goods into, within and out of the United States. For this acquisition, the Contractor shall be responsible for providing training and employee support services for Special Agents, Intelligence Analysts, and Task Force Officers serving with the Joint Task Force-Investigations (JTF-I) regarding their utilization one of HSI Information Sharing and Infrastructure Management's (ISIM) technology platforms and software assets, FALCON.

Joint Task Force – Investigations (JTF-I) is an interagency support center for DHS investigations. Its primary function is to integrate DHS investigations and investigative activities to enhance DHS components' efforts to suppress crime, illicit flows, surges in illegal activity, and crime hotspots and to improve law, order and governance on the U.S. southern border and approaches to it. To do this, JTF-I leads and coordinates the nomination, selection and actions against Homeland Criminal Organization Targets (HOMECORTs); a process for prioritizing support to DHS investigations of the transnational criminal networks causing the most harm to the national security of the homeland. JTF-I is located at ICE headquarters in Washington, DC and is comprised of approximately 60 DHS criminal investigators, intelligence analysts, and support personnel.

FALCON provides HSI's agents, analysts, and Task Force Officers with a key investigative resource: a wholly integrated, consolidated platform performing federated search, analytics, geospatial referencing, reporting and situational awareness capabilities across a broadly diverse universe of structured and unstructured law enforcement data residing in numerous, disparate source environments.

The FALCON system is comprised of several sub-components. The largest of these is FALCON-SA (Search and Analysis)/Workspace, used by the entire community of FALCON users. Users of FALCON-SA/Workspace have access to the following data sets:

(b)(7)(E)

(b)(7)(E)

### 3.0 SCOPE

FALCON is based upon commercial software sold by Palantir Technologies, Inc., called Palantir Gotham, configured for ICE. FALCON has been utilized by HSI since 2012.

Vendor will provide one full-time training and desk-side support personnel to assist approximately 60 Special Agents, Criminal Investigators, Intelligence Analysts, Task Force Officers, and support personnel in achieving a high level of proficiency in utilizing FALCON Workspace to fulfill the missions and objectives of the JTF-I.

### 5.0 TASKS

Vendor will provide a mix of structured (classroom-type) and desk-side assistance training to approximately 60 Special Agents, Criminal Investigators, Intelligence Analysts, Task Force Officers serving with JTF-I regarding FALCON Workspace.

The Vendor employee will be responsible for the following tasks:

- Providing initial, introductory training in FALCON Workspace to new employees of the JTF-I;
- Providing advanced training in the functions and features of FALCON Workspace to veteran employees of the JTF-I;
- Ensuring that JTF-I employees, by the end of the period of performance, achieve independent proficiency in the features and functions of FALCON Workspace;
- Acquiring sufficient knowledge of JTF-I missions, objectives, policies, and procedures to work iteratively with JTF-I personnel to create innovative and effective workflows utilizing FALCON Workspace to achieve JTF-I goals;
- Coordinate with Palantir Technologies Forward Deployed Engineers and other Palantir system support staff to ensure that JTF-I employees are familiarized with and trained in the operations of new versions of FALCON Workspace which are deployed by Palantir Technologies.

### 6.0 VENDOR EMPLOYEE QUALIFICATIONS

Vendor employee shall have a minimum of two years' prior experience providing training and

employee support services for the Palantir Gotham software platform, at least one year of which shall have been in the context of a federal law enforcement organization.

Prior experience providing training and employee support services for the FALCON implementation of the Palantir Gotham software platform is preferred but not required.

Vendor employee shall have a Secret clearance, due to required access to ICE Facilities, in order to perform on this contract.

## **7.0 PLACE OF PERFORMANCE**

Work will be performed primarily at the JTF-I office housed within ICE Headquarters, located at 500 12th St SW, Washington, DC 20536. Some travel within the Greater Washington DC Area may be required to support field operations. Work hours shall be Mondays through Fridays, for eight-hour work periods between 8:00 AM and 5:00 PM.

## **8.0 PERIOD OF PERFORMANCE**

The period of performance of the FALCON Training and Support contract will consist of a base period of twelve (12) months plus one (1) twelve (12) month option period. The actual dates for periods of performance shall be indicated at the time of the Call Order award.

## **9.0 GOVERNMENT FURNISHED EQUIPMENT (GFE) AND GOVERNMENT FURNISHED INFORMATION (GFI)**

### **9.1 GFE**

The Government will provide workspace for Vendor Personnel. The Government will provide the necessary GFE, such as laptops, peripherals, etc. All work performed shall be performed on GFE. GFE will be provided to vendor personnel upon acceptable clearance/approvals. The Vendor shall manage, maintain, and control all GFE in accordance with FAR 52.245-1.

### **9.2 GFI**

The Government will provide all current FALCON tutorials and training materials as GFI.

## **10.0 NON-PERSONAL SERVICES**

The Government shall neither supervise Vendor employees, nor control the method by which the Vendor performs the individual tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Vendor employees. It shall be the responsibility of the Vendor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the

Vendor believes that any actions constitute, or are perceived to constitute personal services, it shall be the Vendor's responsibility to notify the Contracting Officer (CO) or COR immediately.

## **11.0 BUSINESS RELATIONS**

The Vendor shall successfully integrate and coordinate all activities needed to execute the tasks. The Vendor shall manage the timeliness, completeness, and quality of identified issues. The Vendor shall provide corrective action plans, quote submittals, timely identification of issues, and effective management of subcontractors. The Vendor shall seek to ensure customer satisfaction and professional and ethical behavior of all Vendor personnel.

## **12.0 Section 508 Compliance**

The DHS Office of Accessible Systems and Technology has determined that for the purposes of compliance with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998, a National Security Exception applies. ICE received a National Security Exemption (**ICE-20120201-001**) on 2/01/2012.

## **13.0 SECURITY**

### **13.1 General Clause**

To ensure the security of the DHS/ICE information in their charge, ICE Contractors and Sub-contractors shall adhere to the same computer security rules and regulations as Federal Government employees unless an exception to policy is agreed to by the prime Contractors, ICE Information Systems Security Manager (ISSM) and Contracting Officer and detailed in the contract. Non-DHS Federal employees or Contractors who fail to comply with DHS/ICE security policies are subject to having their access to DHS/ICE IT systems and facilities terminated, whether or not the failure results in criminal prosecution. The DHS Rules of Behavior document applies to DHS/ICE support Contractors and Sub-contractors.

### **13.2 Security Policy References Clause**

The following primary DHS/ICE IT Security documents are applicable to Contractor/Sub-contractor operations supporting Sensitive But Unclassified (SBU) based contracts. Additionally, ICE and its Contractors shall conform to other DHS Management Directives (MD) (Note: these additional MD documents appear on DHS-Online in the Management Directives Section. Volume 11000 "Security and Volume 4000 "IT Systems" are of particular importance in the support of computer security practices):

- DHS 4300A, Sensitive Systems Policy Directive
- DHS 4300A, IT Security Sensitive Systems Handbook
- ICE Directive, IT Security Policy for SBU Systems

### **13.3 Contractor Information Systems Security Officer (ISSO) Point of Contact Clause**

The Contractor shall appoint and submit a name to ICE ISSM for approval, via the ICE COR, of a qualified individual to act as ISSO to interact with ICE personnel on any IT security matters.

#### 13.4 Protection of Sensitive Information

The Contractor shall protect all DHS/ICE “sensitive information” to which the Contractor is granted physical or electronic access by adhering to the specific IT security requirements of this contract and the DHS/ICE security policies specified in the Reference Section above. The Contractor shall ensure that their systems containing DHS/ICE information and data be protected from unauthorized access, modification and denial of service. Further, the data shall be protected in order to ensure the privacy of individual’s personal information.

#### 13.5 Information Technology Security Program

If performance of the contract requires that DHS/ICE data be stored or processed on Contractor-owned information systems, the Contractor shall establish and maintain an IT Security Program. This program shall be consistent with the referenced DHS/ICE IT security policy documents and at a minimum contain and address the following elements:

- Handling of DHS/ICE sensitive information and IT resources to include media protection, access control, auditing, network security, and rules of behavior
- Certification and Accreditation (C&A) and FISMA compliance of Systems containing, processing or transmitting of DHS/ICE data
- Training and Awareness for Contractor personnel
- Security Incident Reporting
- Contingency Planning
- Security Reviews
- Contract Closeout Actions

#### 13.6 Handling of Sensitive Information and IT Resources

The Contractor shall protect DHS/ICE sensitive information and all government provided and Contractor-owned IT systems used to store or process DHS/ICE sensitive information. The Contractor shall adhere to the following requirements for handling sensitive information:

- **Media Protection.** The Contractor shall ensure that all hardcopy and electronic media (including backup and removable media) that contain DHS sensitive information are appropriately marked and secured when not in use. Any sensitive information stored on media to be surplus, transferred to another individual, or returned to the manufacturer shall be purged from the media before disposal. Disposal shall be performed using DHS/ICE approved sanitization methods. The Contractor shall establish and implement procedures to ensure sensitive information cannot be accessed or stolen. These procedures shall address the handling and protection of paper and electronic outputs from systems (computers, printers, faxes, copiers) and the transportation and mailing of sensitive media.)
- **Access Control.** The Contractor shall control user access to DHS/ICE sensitive



information based on positive user identification, authentication, and authorization (Roles and Rules based) mechanisms. Access control measures employed shall provide protection from unauthorized alternation, loss, unavailability, or disclosure of information. The Contractor shall ensure its personnel are granted the most restrictive set of access privileges needed for performance of authorized tasks. The Contractor shall divide and separate duties and responsibilities of critical IT functions to different individuals so that no individual has all necessary authority or systems access privileges needed to disrupt or corrupt a critical process.

- **Auditing.** The Contractor shall ensure that its Contractor-owned IT systems used to store or process DHS/ICE sensitive information maintain an audit trail sufficient to reconstruct security relevant events. Audit trails shall include the identity of each person and device accessing or attempting to access the system, the time and date of the access and the log-off time, activities that might modify, bypass, or negate security safeguards, and security-relevant actions associated with processing. The Contractor shall periodically review audit logs and ensure that audit trails are protected from modification, authorized access, or destruction and are retained and regularly backed up.
- **Network Security.** The Contractor shall monitor its networks for security events and employ intrusion detection systems capable of detecting inappropriate, incorrect, or malicious activity. Any interconnections between Contractor-owned IT systems that process or store DHS/ICE sensitive information and IT systems not controlled by DHS/ICE shall be established through controlled interfaces and documented through formal Interconnection Security Agreements (ISA). The Contractor shall employ boundary protection devices to enforce access control between networks, including Internet and extranet access. The Contractor shall ensure its e-mail systems are secure, properly configured, and that network protection mechanisms implemented in accordance with DHS/ICE requirements. The Contractor shall conduct periodic vulnerability assessments and tests on its IT systems containing DHS/ICE sensitive information to identify security vulnerabilities. The results, of this information, will be provided to the ICE OCIO for review and to coordinate remediation plans and actions.
- DHS employees and Contractors shall not transmit sensitive DHS/ICE information to any personal e-mail account that is not authorized to receive it.
- **Rules of Behavior.** The Contractor shall develop and enforce Rules of Behavior for Contractor-owned IT systems that process or store DHS/ICE sensitive information. These Rules of Behavior shall meet or exceed the DHS/ICE rules of behavior.
- The Contractor shall adhere to the policy and guidance contained in the DHS/ICE reference documents.

### **13.7 Training and Awareness**

The Contractor shall ensure that all Contractor personnel (including Sub-contractor personnel) who are involved in the management, use, or operation of any IT systems that handle DHS/ICE sensitive information, receive annual training in security awareness, accepted security practices, and system rules of behavior. If the Contractor does not use the ICE-provided annual awareness training, then they shall submit to the ICE ISSM their awareness

training for approval. Should Contractor Training be approved for use, the Contractor shall provide proof of training completed to the ICE ISSM when requested.

The Contractor shall ensure that all Contractor personnel, including Sub-contractor personnel, with IT security responsibilities, receive specialized DHS/ICE annual training tailored to their specific security responsibilities. If the Contractor does not use the ICE-provided special training, then they shall submit to the ICE ISSM their awareness training for approval. Should Contractor training be approved for use, the Contractor shall provide proof of training completed to the ICE ISSM when requested.

Any Contractor personnel who are appointed as ISSO, Assistant ISSOs, or other position with IT security responsibilities, i.e., System/LAN Database administrators, system analyst and programmers may be required to attend and participate in the annual DHS Security Conference.

### **13.8 Certification and Accreditation (C&A) and FISMA compliance**

The Contractor shall ensure that any Contractor-owned systems that process, store, transmit or access DHS/ICE information shall comply with the DHS/ICE C&A and FISMA requirements.

Any work on developing, maintaining or modifying DHS/ICE systems shall be done to ensure that DHS/ICE systems are in compliance with the C&A and FISMA requirements. The Contractor shall ensure that the necessary C&A and FISMA compliance requirements are being effectively met prior to the System or application's release into Production (this also includes pilots). The Contractor shall use the DHS provided tools for C&A and FISMA compliance and reporting requirements.

### **13.9 Security Incident Reporting**

The Contractor shall establish and maintain a computer incident response capability that reports all incidents to the ICE Computer Security Incident Response Center (CSIRC) in accordance with the guidance and procedures contained in the referenced documents.

### **13.10 Contingency Planning**

If performance of the contract requires that DHS/ICE data be stored or processed on Contractor-owned information systems, the Contractor shall develop and maintain contingency plans to be implemented in the event normal operations are disrupted. All Contractor personnel involved with contingency planning efforts shall be identified and trained in the procedures and logistics needed to implement these plans. The Contractor shall conduct periodic tests to evaluate the effectiveness of these contingency plans. The plans shall at a minimum address emergency response, backup operations, and post-disaster recovery.

### **13.11 Security Review and Reporting**

The Contractor shall include security as an integral element in the management of this contract. The Contractor shall conduct reviews and report the status of the implementation and enforcement of the security requirements contained in this contract and identified references.

The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS/ICE, including the Office of Inspector General, ICE ISSM, and other government oversight organizations, access to the Contractor's and Sub-contractors' facilities, installations, operations, documentation, databases, and personnel used in the performance of this contract. Access shall be provided to the extent necessary for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DHS/ICE data or the function of computer systems operated on behalf of DHS/ICE, and to preserve evidence of computer crime.

### **13.12 Use of Government Equipment**

Contractors are not authorized to use Government office equipment (IT systems/computers) for personal use under any circumstances, unless limited personal use is specifically permitted by the contract. When so authorized, Contractors shall be governed by the limited personal use policies in the referenced documents.

### **13.13 Contract Closeout**

At the expiration of this contract, the Contractor shall return all sensitive DHS/ICE information and IT resources provided during the life of this contract. The Contractor shall certify that all DHS/ICE information has been purged from any Contractor-owned system used to store or process DHS/ICE information. Electronic media shall be sanitized (overwritten or degaussed) in accordance with the sanitation guidance and procedures contained in reference documents and with DHS/NIST/National Security Agency (NSA) approved hardware and software. Note that these procedures may be waived by the COR, contingent upon approval of a follow-on contract with the current Contractor.

### **13.14 Personnel Security**

DHS/ICE does not permit the use of non U.S. Citizens in the performance of this contract or to access DHS/ICE systems or information.

All Contractor personnel (including Sub-contractor personnel) shall have favorably adjudicated background investigations commensurate with the sensitivity level of the position held before being granted access to DHS/ICE sensitive information.

The Contractor shall ensure all Contractor personnel are properly submitted for appropriate clearances.

The Contractor shall ensure appropriate controls have been implemented to prevent Contractor

personnel from obtaining access to DHS/ICE sensitive information before a favorably adjudicated background investigation has been completed and appropriate clearances have been issued. At the option of the Government, interim access may be granted pending completion of a pre-employment check. Final access may be granted only upon favorable completion of an appropriate background investigation based on the risk level assigned to this contract by the Contracting Officer.

The Contractor shall ensure its personnel have a validated need to access DHS/ICE sensitive information and are granted the most restrictive set of access privileges needed for performance of authorized tasks.

The Contractor shall ensure that its personnel comply with applicable Rules of Behavior for all DHS/ICE and Contractor-owned IT systems to which its personnel have been granted access privileges.

The Contractor shall implement procedures to ensure that system access privileges are revoked for Contractor personnel whose employment is terminated or who are reassigned to other duties and no longer require access to DHS/ICE sensitive information.

The Contractor shall conduct exit interviews to ensure that Contractor personnel who no longer require access to DHS/ICE sensitive information understand their obligation not to discuss or disclose DHS/ICE sensitive information to which they were granted access under this contract.

### **13.15 Physical Security**

The Contractor shall ensure that access to Contractor buildings, rooms, work areas and spaces, and structures that house DHS/ICE sensitive information or IT systems through which DHS/ICE sensitive information can be accessed, is limited to authorized personnel. The Contractor shall ensure that controls are implemented to deter, detect, monitor, restrict, and regulate access to controlled areas at all times. Controls shall be sufficient to safeguard IT assets and DHS/ICE sensitive information against loss, theft, destruction, accidental damage, hazardous conditions, fire, malicious actions, and natural disasters. Physical security controls shall be implemented in accordance with the policy and guidance contained in the referenced documents.

## **14.0 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS**

### **14.1 GENERAL**

The United States Immigration and Customs Enforcement (ICE) has determined that performance of the task as described in HSCETC-15-F-00018 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) may access classified National Security Information (herein known as classified information). Classified information is

Government information which requires protection in accordance with Executive Order 13526, Classified National Security Information, and supplementing directives.

The Contractor will abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, included in the contract, and the *National Industrial Security Program Operating Manual (NISPOM)* for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access to classified information at an ICE or other Government Facility, it will abide by the requirements set by the agency.

In conjunction with acquisition HSCETC-15-F-00018 the contractor shall ensure all investigative, reinvestigate, and adjudicative requirements are met in accordance with *National Industrial Security Program Operating Manual (DOD 5220.22-M) Chapter 2-1*.

No person shall be allowed to begin work on contract HSCETC-15-F-00018 and/or access sensitive information related to the contract without ICE receiving clearance verification from the FSO. ICE further retains the right to deem an applicant as ineligible due to an insufficient background investigation or when derogatory information is received and evaluated under a Continuous Evaluation Program. Any action taken by ICE does not relieve the Contractor from required reporting of derogatory information as outlined under the NISPOM.

The FSO will submit a Visitors Authorization Letter (VAL) through the Contracting Officer's Representative (COR) to (b)(7)(E) for processing personnel onto the contract. The clearance verification process will be provided to the COR during Post-Award. Note: *Interim TS is not accepted by DHS for access to Top Secret information. The contract employee will only have access to SECRET level information until DoD CAF has granted a full TS.*

For processing any personnel on a classified contract who will not require access to classified information see BACKGROUND INVESTIGATIONS (Process for personnel do not require access to classified information).

## 14.2 PRELIMINARY DETERMINATION

ICE may, as it deems appropriate, authorize and make a favorable preliminary fitness to support decision based on preliminary security checks. The expedited pre-employment determination will allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable pre-employment determination shall not be considered as assurance that a favorable full employment determination will follow as a result thereof. The granting of a favorable pre-employment fitness determination or a full employment fitness determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by ICE, at any time during the term of the contract. No employee of the Contractor shall be allowed to enter on duty and/or access sensitive information or systems without a favorable preliminary fitness determination or final fitness determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-

PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable pre-employment fitness determination or final fitness determination by the OPR-PSU.

**14.3 BACKGROUND INVESTIGATIONS (Process for personnel do not require access to classified information):**

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the OPR-PSU. Prospective Contractor employees without adequate security clearances issued by DoD CAF shall submit the following completed forms to the OPR-PSU through the Contracting Offices Representative (COR), no less than 35 days before the starting date of the contract or 35 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P "Questionnaire for Public Trust Positions" Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) (Original and One Copy)
2. Three signed eQip Signature forms: Signature Page, Release of Information and Release of Medical Information (Originals and One Copy)
3. Two FD Form 258, "Fingerprint Card"
4. Foreign National Relatives or Associates Statement (Original and One Copy)
5. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act" (Original and One Copy)
6. Optional Form 306 Declaration for Federal Employment (applies to contractors as well) (Original and One Copy)

If the contract authorizes positions which do not require access to classified information: In those instances where a Prospective Contractor employee will not require access to classified information, areas or classified systems the Vendor will add to and the COR will insure the following statement is added to the eQip Worksheet prior to submitting it to OPR PSU: "Employee will not require NSI Access to Classified Information or Classified Systems at any level".

Required forms will be provided by ICE at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, ICE retains the right to deem an applicant as ineligible due to insufficient background information.

#### **14.4 EMPLOYMENT ELIGIBILITY**

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to DHS /ICE IT systems and the information contained therein, to include, the development and / or maintenance of DHS/ICE IT systems; or access to information contained in and / or derived from any DHS/ICE IT system.

The contractor will agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represent the best means currently available for employers to verify the work authorization of their employees.

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

#### **14.5 FACILITY ACCESS**

ICE shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation.

Contract employees assigned to the contract not needing access to sensitive ICE information, recurring access to ICE facilities or access to DHS/ICE IT systems, to include email, will not be subject to security contractor fitness screening.

#### **14.6 CONTINUED ELIGIBILITY**

If a prospective employee is found to be ineligible for access to Government facilities or information, the COR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU will conduct reinvestigations every 5 years, or when derogatory information is received, to evaluate continued eligibility.

ICE reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom ICE determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

#### **14.7 REQUIRED REPORTS**

The contractor/COR will notify OPR-PSU of all terminations / resignations, etc., within five days of occurrence. The Contractor will return any expired ICE issued identification cards/ credentials and building passes, or those of terminated employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COR as soon as possible. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The Contractor will provide, through the COR a Quarterly Report containing the names of personnel who are active, pending hire, have departed within the quarter or have had a legal name change (Submitted with documentation) . The list shall include the Name, Position and SSN (Last Four) and should be derived from system(s) used for contractor payroll/voucher processing to ensure accuracy.



The contractor is required to report certain events that have an impact on the status of the facility clearance (FCL) and/ or the status of the contract employee's personnel security clearance as outlined by *National Industrial Security Program Operating Manual* (DOD 5220.22-M) Chapter 1-3, Reporting Requirements. Contractors shall establish internal procedures as are necessary to ensure that cleared personnel are aware of their responsibilities for reporting pertinent information to the FSO and other federal authorities as required.

Submit reports to the email address (b)(7)(E)

#### **14.8 SECURITY MANAGEMENT**

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

Contractors shall provide all employees supporting contract HSCETC-15-F-00018 proper initial and annual refresher security training and briefings commensurate with their clearance level, to include security awareness, defensive security briefings. (*National Industrial Security Program Operating Manual* (DOD 5220.22-M) Chapter 3-1. The contractor shall forward a roster of the completed training to the COR on a quarterly bases.

The following computer security requirements apply to both Department of Homeland Security (DHS) U.S. Immigration and Customs Enforcement (ICE) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

#### **14.9 INFORMATION TECHNOLOGY**

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS MD 140-01 - Information Technology Systems Security and DHS MD 4300 Sensitive Systems Policy*. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

#### **14.10 INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT**

In accordance with Chief Information Office requirements and provisions, all contractor employees accessing Department IT systems or processing DHS sensitive data via an IT system will require an ICE issued/provisioned Personal Identity Verification (PIV) card. Additionally, Information Assurance Awareness Training (IAAT) will be required upon initial access and annually thereafter. IAAT training will be provided by the appropriate component agency of DHS.

Contractors, who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

#### **14.11 NON-DISCLOSURE AGREEMENT**

Contractors are required to sign DHS 11000-6, Attachment 9 - Non-Disclosure Agreement, due to access to a sensitive ICE system. Non-Disclosure Agreements shall be provided to the COR and CO prior to the commencement of work on this task order.



U.S. Immigration  
and Customs  
Enforcement

**For Official Use Only**

# FALCON Training and Support Statement of Objectives (amended)

*September 22, 2015*

Homeland Security Investigations (HSI)  
Joint Task Force-Investigations



Homeland  
Security

Page 2953

Withheld pursuant to exemption

WIF Draft;(b)(5)

of the Freedom of Information and Privacy Act

Page 2954

Withheld pursuant to exemption

WIF Draft;(b)(5)

of the Freedom of Information and Privacy Act

Page 2955

Withheld pursuant to exemption

WIF Draft;(b)(5)

of the Freedom of Information and Privacy Act

Page 2956

Withheld pursuant to exemption

WIF Draft;(b)(5)

of the Freedom of Information and Privacy Act

Page 2957

Withheld pursuant to exemption

WIF Draft;(b)(5)

of the Freedom of Information and Privacy Act



Page 2958

Withheld pursuant to exemption

WIF Draft;(b)(5)

of the Freedom of Information and Privacy Act

Page 2959

Withheld pursuant to exemption

WIF Draft;(b)(5)

of the Freedom of Information and Privacy Act

Page 2960

Withheld pursuant to exemption

WIF Draft;(b)(5)

of the Freedom of Information and Privacy Act

Page 2961

Withheld pursuant to exemption

WIF Draft;(b)(5)

of the Freedom of Information and Privacy Act

Page 2962

Withheld pursuant to exemption

WIF Draft;(b)(5)

of the Freedom of Information and Privacy Act

Page 2963

Withheld pursuant to exemption

WIF Draft;(b)(5)

of the Freedom of Information and Privacy Act

Page 2964

Withheld pursuant to exemption

WIF Draft;(b)(5)

of the Freedom of Information and Privacy Act

Page 2965

Withheld pursuant to exemption

WIF Draft;(b)(5)

of the Freedom of Information and Privacy Act



Page 2966

Withheld pursuant to exemption

WIF Draft;(b)(5)

of the Freedom of Information and Privacy Act

Page 2967

Withheld pursuant to exemption

WIF Draft;(b)(5)

of the Freedom of Information and Privacy Act