U.S. Immigration and Customs Enforcement

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FALCON OPERATIONS & MAINTENANCE SUPPORT

Performance Work Statement

(Conversion to Unlimited Gotham License)

September 11, 2014

Homeland Security Investigations (HSI)

Mission Support

Homeland Security

FALCON System Operations & Maintenance Support Services Performance Work Statement (Conversion to Unlimited Gotham License)

1.0 PROJECT TITLE

Performance Work Statement (PWS) for FALCON System Operations and Maintenance Support Services (Conversion to Unlimited Gotham License)

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 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.

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/DARTTS have access to the following data sets:

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3.0 SCOPE

FALCON is a version of a Commercially Available, Off the Shelf (COTS) product sold by Palantir Technologies, Inc., called Palantir Gotham, configured for ICE. 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.

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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^2) Standards
- National Industrial Security Program Operating Manual (NISPOM), February 28, 2006
- National Institute of Standards and Technology (NIST) Computer Security Resource Center (CSRC)
  - o Guidelines
  - o Special Publications
  - o 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 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:
  - o 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 government's 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 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.

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.

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

Change Classification	Estimated Effort Required	Estimated number of SCRs to Be Conducted – Per Year

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 for which the contracting officer anticipates no reasonable expectation of organizational conflicts of interest, design, enhancement, development (in the case of a major SCR), integration & testing, and implementation, including any updates needed to product documentation. Typically, these activities involve the delivery of helper applications to assist end users with automating common, repetitive tasks in the system (such as importing and exporting various types of data and formatting that data), 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 mutually determined 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. The hardware and software listed below is subject to change based on future expansion requirements and datacenter moves as requested by FALCON PMO.

Table 2. FALCON System Hardware

Hardware/Operating System	Location	Remarks
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Table 3. FALCON System Software

Operating Information System	Location	Remarks
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PCN-Potomac Center North, 500 12th St SW, Washington, DC 20536

Table 4. FALCON System Firmware

Hardware Device	Firmware	Remarks
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Operational support shall include the activities below:

5.2.1 Operational Support - Interfaces and Data Sources

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5.2.2 Operational Support - Database

The Contractor shall support all management and updates to the FALCON data stores and indices. This includes all database structural changes and ontology updates to support system

enhancements and defect corrections and the writing of database scripts to update or query information in the database as required. The Contractor shall support ad-hoc queries as requested by the HSI FALCON program management office (PMO) and/or perform data analysis as requested.

5.2.3 Operational Support – System Tuning

The Contractor shall conduct performance tuning of the FALCON system as a result of findings during regular system monitoring and/or as operational needs arise. The Contractor shall provide the FALCON PMO with recommendations regarding system performance improvements to foster a more stable and robust operational system.

5.2.4 Operational Support – System Administration

The Contractor shall provide system administration activities to include regular monitoring of system resource utilization, disk storage utilization, identification of corrupt files or processes, system archiving, data archiving, installing operating system/software updates/versions and performing application backups; correcting flaws in software applications that escaped detection during testing of the system, or that have been introduced during previous maintenance activities; and improving software attributes such as performance, memory usage, and documentation.

5.3 Configuration Management

The Contractor shall conduct application-level configuration management for all Software Operation and Maintenance (O&M) changes made to the system. The Contractor shall handle all requests for changes to established baselines and configuration management thereof via the ICE approved SCR process, including the chartering and conducting of a system specific Change Control Board (CCB) as required. The Contractor shall assign proper identification of all configuration items in accordance with agreed upon naming and numbering conventions.

5.4 Training Support Included in Operations and Maintenance Services

The Contractor shall maintain and update training materials to include User Guides, Training Plans, and System Administration and Operations Manuals when an enhancement, or other significant Software O&M release, occurs. The Contractor shall provide an electronic copy of all training material. The Contractor shall also coordinate with the FALCON PMO and IPT to insure that all members understand the updates to the application. The Contractor shall provide training to Special agents and analyst groups meeting the established, written criteria for successful Strategic training classes as approved by the FALCON PMO and agreed to by the Contractor, to include such services as classroom training, desk-side support of individual ICE Agents, Special Agents, Group Supervisors, or other employees involved in directly supporting active investigations, or small groups of such employees (6 or fewer), with desk-side support training pursued on a strategic basis targeting only users with a clear, operational use for the FALCON system. Additionally, Contractor staff will work with the Office of Training Development (OTD) and Federal Law Enforcement Training Center (FLETC) staff to productively include FALCON training in their regular programs as requested. There is no

explicit training goal by user count. While the above specified training is included in O&M, any significant expansion beyond the Strategic Training program, or any broad solicitation of new training requests across substantially the whole of ICE's organization must be discussed and agreed to with the Contractor staff to avoid logistically, or financially prohibitive training commitments.

5.5 Optional Classroom Training

Contingent upon requests from the FALCON PMO and Contractor agreement that these requests may be included under Section 5.4 on an individual basis, 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.

5.6 Support of FALCON Mobile Technology

Contractor support for the FALCON Mobile system on the Apple iOS operating system utilized for the iPhone shall include support for the following features:

- Ability to track team movements on map for operational and officer safety
- Ability to coordinate movements of entire teams by communicating across mobile devices
- Ability to create charts, structured dossiers with mugshots, and other complex intelligence products and relay them directly to mobile devices in the field
- Ability to plot target locations to show clusters of activity
- Simple, quick searches of both ingested and remotely accessible data; searches can be performed from remote locations
- Ability to access user-published ad hoc data
- Deconfliction of data elements (persons, places, objects, events)
- Ability to send text messages and photos to command center

Under the Gotham Unlimited License, contractor shall ensure the FALCON infrastructure incorporates adequate server cores and processing power to enable the entire contingent of HSI Special Agents (approximately 7,000 employees) to have access to FALCON Mobile by March 13, 2016 and shall ensure there will be no degradation of overall system performance from current levels. This expansion of the FALCON Mobile user base will begin during Option Year 1 of the existing, modified contract and will continue on follow-on contract .

5.7 Inclusion of EID Data Set in FALCON during Option Year 1

The Contractor shall analyze and gain a full understanding of the existing Enforcement Integrated Database (EID), its functionalities, its data sets, and the interrelations between these various data sets. Regarding the schedule of completion of tasks, Contractor shall perform data modeling and feature development iteratively in a Staging environment from the conclusion of work on the initial Production version of the EID data set through October 31,

2014. Contractor shall make the EID data set available for testing in a Production environment no later than November 30, 2014. Contractor shall ensure that the EID data set is made available live to end users before December 31, 2014, on the condition that all ICE and DHS approvals have been granted by that date .

5.8 Migration of Telecommunications Linking System from TECS Mainframe to FALCON

HSI has decided to migrate the Telecommunications Linking System (TLS) from the TECS mainframe to FALCON-SA/Workspace analytics platform to enhance information sharing and data analysis. TLS is currently a TECS mainframe system that is ICE's national repository for telephone information collected by field offices during investigations. TLS provides ICE users with the ability to collect, analyze, store, retrieve, and link investigations nationwide through telephone data. TLS has proved to be a valuable resource for HSI by linking seemingly unrelated seizures and cases through the analysis of telephone records obtained during the course of ICE investigations. By using the FALCON-SA platform, agents and Intelligence Research Specialists can more efficiently analyze TLS data. Currently, FALCON-SA utilizes a Call Data Record (CDR) helper to search toll records stored in TLS.

The Contractor shall analyze and gain a full understanding of the existing TLS, its functionalities, its data sets, and the interrelations between these various data sets (this data set currently resides within TECS mainframe, which is due to be decommissioned as of September, 2015). Regarding the schedule of completion of tasks, Contractor shall perform data modeling and feature enhancement iteratively in a Staging environment from the conclusion of work on the initial Production version of the TLS data set through August, 2015 (this work and subsequent work on TLS shall extend into the base year and Option Year One of the follow-on contract). . Contractor shall make the TLS data set available for testing in a Production environment no later than August 31, 2015. Contractor shall ensure that the TLS data set is made available live to end users before September 30, 2015, on the condition that all ICE and DHS approvals have been granted by that date and the approval of the follow-on contract. Work shall proceed under the Gotham Unlimited License. In accordance with previous ICE purchases of Gotham perpetual licenses, Contractor will provide all Palantir-recommended hardware for Staging and Production.

5.9 Addition of Three Enhancements/New Features to FALCON-DARTTS

Contractor shall add to the existing FALCON-DARTTS sub-component the following three new features: the Cross Platform Automated Search and Alert (CAPSA), the Geographic Analytic Mapping Module (GAMM), and the Illicit Activity Pattern Analysis (IAPA).

Regarding the schedule of completion of tasks, Contractor shall perform data modeling and feature development iteratively in a Staging environment from the conclusion of work on the initial Production version of these three new features through August 31, 2015 (this work shall

be initiated in Option Year One of the current, modified contract, with work extending into the base period of performance for the follow-on contract,). Contractor shall make the three new features available for testing in a Production environment no later than August 31, 2015. Contractor shall ensure that the three new features are made available live to end users before September 30, 2015, on the condition that all ICE and DHS approvals have been granted by that date and the follow-on contract has been approved. Work shall proceed under the Gotham Unlimited License. In accordance with previous ICE purchases of Gotham perpetual licenses, Contractor will provide all Palantir-recommended hardware for Staging and Production.

The three new features are described below:

5.9.1 Cross Platform Automated Search & Alert (CAPSA)

To support a more dynamic investigative environment, FALCON-DARTTS will offer an automated search and analysis capability that will alert users to records matching specific criteria in new data that is ingested. New data regularly imported into FALCON DARTTS currently includes domestic and foreign trade information, as well as BSA data from FinCen. Contractor Shall:

- Meet with current system users to better understand pain points associated with persistent searching against FALCON-DARTTS data sets.
- Integrate FALCON-DARTTS , FALCON-SA, and other FALCON Platforms as appropriate based on user feedback
- Implement an alerting capability to notify users when a record matches some defined criteria

5.9.2 Geographic Analytic Mapping Module (GAMM)

The existing FALCON-DARTTS system analyzes data for discrepancies in the movement of goods and money around the world. One key area that is not currently addressed, but which contains enormous analytic value, is the use of specific geographic tags to allow a "geographic hot-spot analysis" which will enable analysts to see patterns by producing a targeting map. In order to address this gap, FALCON-DARTTS will offer a web-based map application that will place selected transactions in a geographic context. Contractor Shall"

- Meet with current system users to better understand geographic analysis use cases associated with FALCON-DARTTS data sets.
- Integrate FALCON-DARTTS data with a web-based mapping application to allow for a geographic representation of the information
- Implement geographic heatmap/clustering functionality to allow for the visualization of bulk trade/financial data.

5.9.3 Illicit Activity Pattern Analysis (IAPA)

IAPA provides investigators and analysts the ability to track changes in activity over time periods to assist in identifying changing patterns. In order to detect changes in patterns of the movement of goods, the GAMM will include functionality to show macro trends in location of transactions over time. Contractor Shall:

- Meet with current system users to better understand pain points associated with identifying large scale changes in movements of goods over time.
- Implement new functionality within GAMM to facilitate the investigation of large scale trends in movement of goods
- Implement functionality to export analysis in an open standard format for consumption by parties without access to the system.

6.0 PERFORMANCE STANDARDS

The following table defines the performance standards to be adhered to for the FALCON System Maintenance and Services effort.[1]

Table 5. Performance Standards

Tasks	Metric	Service Level Agreement	How it will be measured
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.
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.

[1] 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.

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, 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.
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.
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

Tasks	Metric	Service Level Agreement	How it will be measured

Operational Support	Uptime Rate - Percentage of time that the application is available to users in fully-functioning mode[2]	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.

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 y 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:

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

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

Tasks	Metrics	Service Level Agreement	How it will be measured	Exceptional Rating	Very Good Rating	Satisfactory Rating	Marginal Rating	Unsatisfactory Rating
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

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

Tasks	Metrics	Service Level Agreement	How it will be measured	Exceptional Rating	Very Good Rating	Satisfactory Rating	Marginal Rating	Unsatisfactory Rating
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

Operational Support	Uptime Rate[3] - 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

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

- 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):

QASP Rating	Point Level	Consequence
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

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

Deliverable	Frequency	Recipients
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

8.1 General Constraints

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

(b)(7)(E)

(b)(7)(E)

8.2 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.

8.3 Maintenance of Existing FALCON System Functionality

Contractor shall ensure that all new work performed under this contract will adhere to the following stipulations.

8.3.1 Continuation of Existing FALCON System Functionality

New work performed under this contract shall not adversely affect the ease of operation of the following existing FALCON Search and Analysis system features, which shall retain their existing "look and feel" unless changes are mutually agreed to:

- Simple, quick searches of both ingested and remotely accessible data
- Filtered and advanced searches of both ingested and remotely accessible data
- Ability for users to monitor and be alerted to the addition, modification, or removal of objects of interest
- Performing link and network analysis to find connections to subjects, locations, events, etc.
- Performing statistical and geospatial analysis providing actionable intelligence and uncovering patterns of activities and trends
- Geosearch types to include Radius, Polygon, Route, and Multi-part, plus determination of the distance between any two points
- Ability to publish uploaded ad hoc data for sharing with entire user base or subsets of the user base, subject to user controls
- Ability to overlay maps with ICE HSI SAC Office Areas of Responsibility (AORs)
- Ability for users to share charts, graphs, and other created documents and to collaborate on the creation of such documents within restricted access groups
- Ability to identify links between external and internal data sources
- Ability to create new charts and visualizations with manually created objects, timeline diagrams, custom icons, and other presentation focused features
- Ability to create target work-up sheets and charts on subjects, targets, and locations
- Ability to plot target locations to show clusters of activity
- Ability to show activity clusters with geo-density analysis
- Deconfliction of data elements (persons, places, objects, events)
- Ability to utilize CLEAR and Pen-link importers to import reports

New work performed under this contract shall not adversely affect the ease of operation of the following existing FALCON Web Access features, which shall retain their existing "look and feel:"

- Simple, quick searches of both ingested and remotely accessible data
- Filtered and advanced searches of both ingested and remotely accessible data
- Ability for users to monitor and be alerted to the addition, modification, or removal of objects of interest
- Ability to access user-published ad hoc data

8.3.2 Compatibility of New Work with Existing FALCON Features and Data Sets

(b)(7)(E)

(b)(7)(E)

8.4 Level of Service

Contractor shall ensure that the FALCON system shall be able to accommodate the following minimum levels of service, with no diminishment of performance levels from performance levels met by the system prior to the initiation of this contract.

Start of Initial Period of Performance

Individual Data Records Accessible by FALCON:	300 million
FALCON-SA User Base:	2,000
FALCON-SA Concurrent Users:	700
FALCON Web Access User Base:	5,000
FALCON Web Access Concurrent Users:	1,000
FALCON Mobile User Base:	NA
FALCON Mobile Concurrent Users:	NA

Upon Deployment of FALCON-DARTTS

Individual Data Records Accessible by FALCON:	3.5 billion
FALCON-SA User Base:	2,500

FALCON-SA Concurrent Users:	1,200
FALCON Web Access User Base:	5,000
FALCON Web Access Concurrent Users:	2,000
FALCON Mobile User Base:	50
FALCON Mobile Concurrent Users:	30

From the initiation of the contract modification instituting the Gotham Unlimited License, the following levels of service will apply (the speed of the ramping up of service levels from existing levels to the levels listed below will be contingent upon the installation of additional hardware and software):

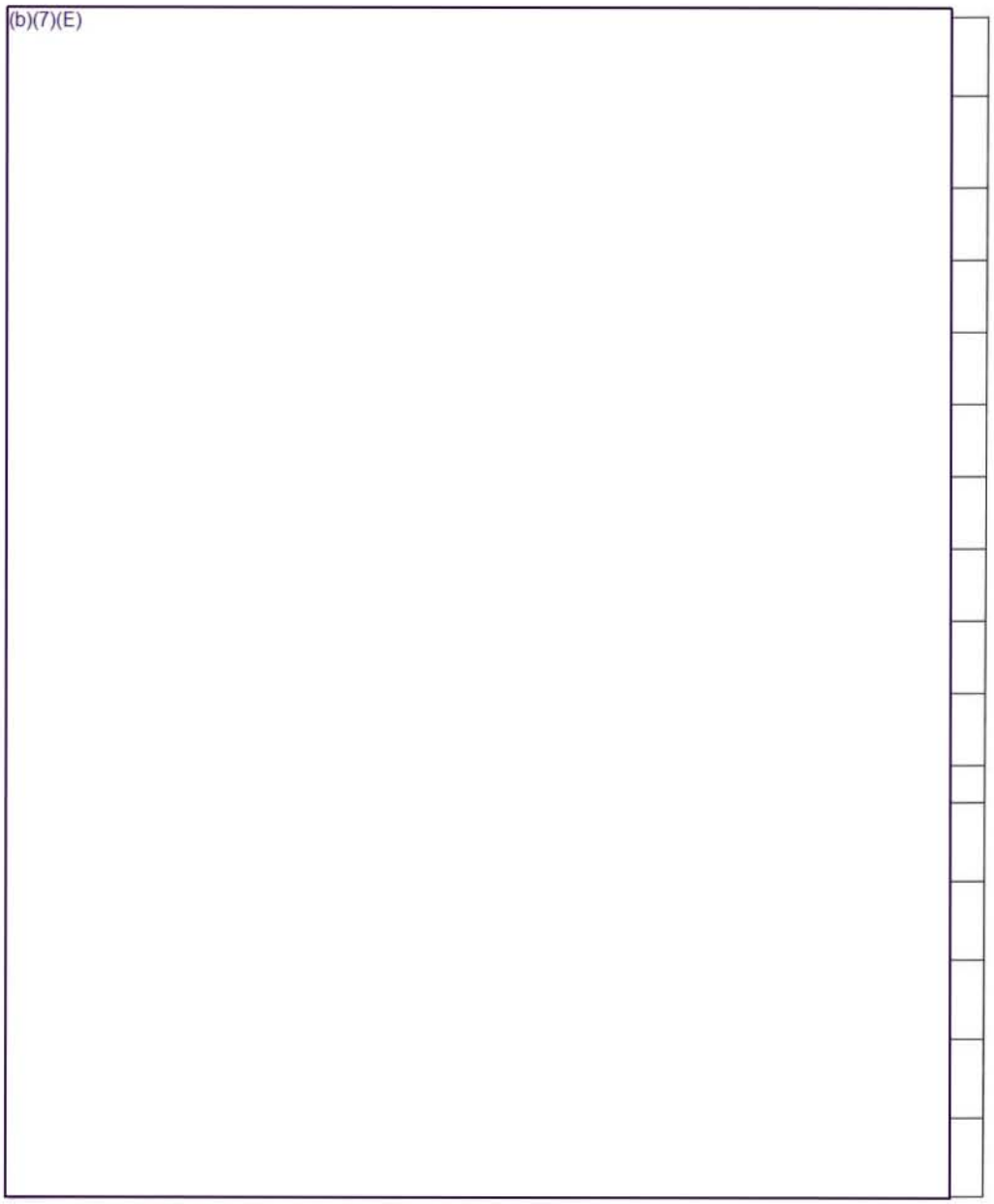
Individual Data Records Accessible by FALCON:	as many as are required by data sets
FALCON-SA User Base:	HSI Enterprise-wide
FALCON-SA Concurrent Users:	Based upon growth of usage
FALCON Web Access User Base:	HSI Enterprise-wide
FALCON Web Access Concurrent Users:	Based upon growth of usage
FALCON Mobile User Base:	7,000 (by March 13, 2016)
FALCON Mobile Concurrent Users:	Based upon growth of usage

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, Assistant 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 seventeen laptops and four i-Phone handheld devices:

Model Number	Serial Number	Laptop/VPN/i-Phone
(b)(7)(E)		



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 one (1) twelve (12) month option period. A FAR 52.217-8 6-month optional extension allows for an additional six months' worth of Operations and Maintenance Support Services to be purchased after the end of Option Year 1.

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

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.

13.2 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 surplused, 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 it's 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. Note that these procedures may be wavied by the COR, contingent upon approval of the follow-on contract with the current Contractor.

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

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 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.

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
ADIS	Arrival and Departure Information System
AIDW	Automated Information Data Warehouse
AJAX	Asynchronous Java and XML
API	Application Programming Interface
ATS	Automated Targeting System
C&A	Certification and Accreditation
CCB	Change Control Board
CCDI	Consular Consolidated Database
CFR	Code of Federal Regulation
CLAIMS	Computer Linked Application Information Management System
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
DARTTS	Data Analysis and Research for Trade Transparency System
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
EID	Enforcement Integrated Database
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
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
HSTC	Human Smuggling and Trafficking Center
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
MD	Management Directive
MS	Microsoft
NCIC	National Crime Information Center
NISPOM	National Industrial Security Program Operating Manual
NIST	National Institute of Standards and Technology
NSA	National Security Agency
NSEERs	National Security Entry and Exit Registration System
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
SEN	Significant Event Notification
SEVIS	Student Exchange Visitor Information System
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
TTU	Trade Transparency Unit
UAT	User Acceptance Testing
USCIS	United States Citizenship and Immigration Services
US-VISIT	United States Visitor and Immigrant Status Indicator Technology
VPN	Virtual Private Network

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER	PAGE	OF
192113VHQ6ISI0019.1	1	62

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

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	(b)(6),(b)(7)(C)	202-732-(b)(6),(	

9. ISSUED BY CODE ICE/TC/IT SER

ICE/Info Tech Svs/IT Services
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, (b)(6),(b)(7)(C)
Washington DC 20536

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS: 511210
SIZE STANDARD: (b)(4)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
☐ SEE SCHEDULE	Net 30	☐		☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE 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 CODE ICE/TC/IT SERVIC

ICE/Info Tech Svs/IT Services
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, (b)(6),(b)(7)(C)
Attn: Vanessa McNair
Washington DC 20536

17a. CONTRACTOR/ OFFEROR CODE 3621309520000 FACILITY CODE

PALANTIR TECHNOLOGIES INC
100 HAMILTON AVENUE
SUITE 300
PALO ALTO CA 943011650

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE ICE-HSI-HQ-DIV 6

DHS, ICE
Burlington Finance Center
P.O. Box 1620
Attn: ICE-HSI-HQ-DIV 6
Williston VT 05495-1620

☐ 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 ... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

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 (BLOCK 5), TH

(b)(6),(b)(7)(C)

30a. SIGNATURE OF OFFEROR/CONTRACTOR

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

SIGNED 13/13

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	OIDIV06-6QA BA 10-55-00-000 15-05-0400-05-00-00-00 GE-25-41-00- ------ --- 000000 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. Option Year 1 (3/14/14 to 3/13/15)	9	MO	(b)(4)	
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) Option Year 1 (3/14/14 to 3/13/15)	56	EA	(b)(4)	Option
1002	132-33-PT-PG-000001 Palantir Gotham Perpetual Continued ...	8	EA		

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
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ 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

STANDARD FORM 1449 (REV. 2/2012) BACK

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)		Option
1003	132-50-PBT Palantir Bootcamp Training. This is a firm-fixed price optional CLIN for training for up to (b)(4) as required. (Option Line Item) Option Year 1 (3/14/14 to 3/13/15)	500	EA			Option
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)	100	EA			Option
1005	Travel. This is an optional CLIN for travel Not to Exceed (NTE) (b)(4) 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)	1	EA			Option
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 ...	64	EA			Option

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Option Year 2 (3/14/15 to 3/13/16)				
2002	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)	8	EA	(b)(4)	Option
	Option Year 2 (3/14/15 to 3/13/16)				
2003	132-50-PBT Palantir Bootcamp Training. This is a firm-fixed price optional CLIN for training for up to (b)(4) as required. (Option Line Item)	500	EA		Option
	Option Year 2 (3/14/15 to 3/13/16)				
2004	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)	100	EA		Option
	Option Year 2 (3/14/15 to 3/13/16)				
2005	Travel. This is an optional CLIN for travel Not to Exceed (NTE) (b)(4) 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)	1	EA		Option
	Option Year 3 (3/14/16 to 3/13/17)				
3001	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 ...	72	EA		Option

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) Option Year 3 (3/14/16 to 3/13/17)				
3002	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) Option Year 3 (3/14/16 to 3/13/17)	8	EA	(b)(4)	Option
3003	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 3 (3/14/16 to 3/13/17)	500	EA		Option
3004	132-50-PWT Palantir Workshop Training. This is a firm-fixed price optional CLIN for training for up to (b)(4) as required. (Option Line Item) Option Year 3 (3/14/16 to 3/13/17)	100	EA		Option
3005	Travel. This is an optional CLIN for travel Not to Exceed (NTE) (b)(4) 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 4 (3/14/17 to 3/13/18)	1	EA		Option
4001	132-34-PT-PG-100001 Palantir Operations and Maintenance Support Services. This is a firm-fixed price optional CLIN for annual support Continued ...	80	EA		Option

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) Option Year 4 (3/14/17 to 3/13/18)	8	EA	(b)(4)	Option
4003	132-50-PBT Palantir Bootcamp Training. This is a firm-fixed price optional CLIN for training for up to (b)(4) as required. (Option Line Item) Option Year 4 (3/14/17 to 3/13/18)	500	EA		Option
4004	132-50-PWT Palantir Workshop Training. This is a firm-fixed price optional CLIN for training for up to (b)(4) as required. (Option Line Item) Option Year 4 (3/14/17 to 3/13/18)	100	EA		Option
4005	Travel. This is an optional CLIN for travel Not to Exceed (NTE) (b)(4) 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) FAR 52.217-8 (3/14/18 to 9/13/18) Continued ...	1	EA		Option

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 The total amount of award: (b)(4). The obligation for this award is shown in box 26.	88	EA	(b)(4)	Option

Contract: GS-35F-0086U (Palantir T[illegible]nologies 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)(4)	$ (b)(4)
Total Obligated Funding	$ -	$	$

Period of Performance

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

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 12th St NW
Washington, DC 20024
Telephone: 202-732-(b)(6);
Email:(b)(6);(b)(7)(C)

ACOR
(b)(6);(b)(7)(C)
Management and Program Analyst
DHS - ICE - HSI - IS&IM
500 12th 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	Contract Administration	6/13/2013	4		Base
2	PWS	6/13/2013	39		Base
3	Special Terms and Conditions	6/13/2013	11		Base

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);(b)
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 - IISI - IS&IM
500 12th 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 12th 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

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 (b)(4), 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

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

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-(b)(6);

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 (b)(7)(E)

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;

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

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^2) 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

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.

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

Change Classification	Estimated Effort Required	Estimated number of SCRs to Be Conducted – Per Year
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

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

Table 3. FALCON System Software

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

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

PCN-Potomac Center North, 500 12th 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.[1]

Table 5. Performance Standards

Tasks	Metric	Service Level Agreement	How it will be measured
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.

[1] 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.

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.

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.

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

Tasks	Metric	Service Level Agreement	How it will be measured
Operational Support	Uptime Rate - Percentage of time that the application is available to users in fully-functioning mode[2]	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.

[2] 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 y 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 and Maintenance (O&M) Support Services Contract Quality Assurance Surveillance Plan (QASP) Attachment 1

Tasks	Metrics	Service Level Agreement	How it will be measured	Exceptional Rating	Very Good Rating	Satisfactory Rating	Marginal Rating	Unsatisfactory Rating
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

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

Tasks	Metrics	Service Level Agreement	How it will be measured	Exceptional Rating	Very Good Rating	Satisfactory Rating	Marginal Rating	Unsatisfactory Rating
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

Operational Support	Uptime Rate[3] - 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

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

- 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):

QASP Rating	Point Level	Consequence
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:

Deliverable	Frequency	Recipients
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.

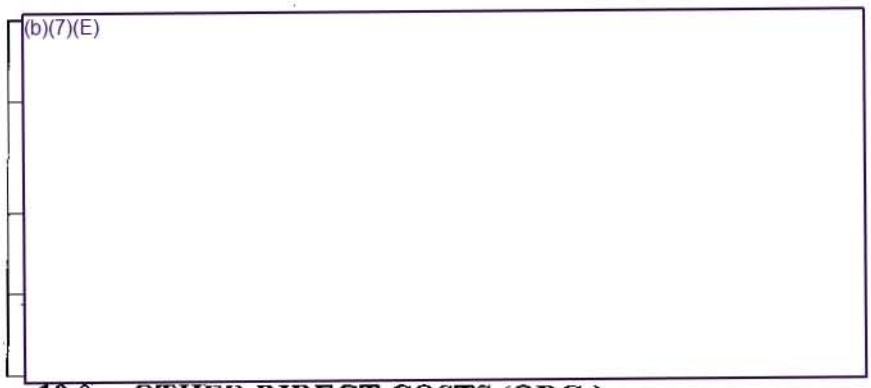
• Applicability of Internet Protocol Version 6 (IPv6) to DHS-related components (networks, infrastructure, and applications) specific to individual acquisitions shall be in accordance with the DHS Enterprise Architecture (per OMB Memorandum M-05-22, August 2, 2005) regardless of whether the acquisition 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:

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



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 surplused, 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 it's 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 DIIS/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)(6);(b)(7)(C)

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

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

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