

Buy Details for: 1148866_03

Report generated 09/11/2023 11:05:22 ET



Buy Information

Buyer Organization: DHS CBP Information Technology Contracting Division

Buyer Rep: (b)(6) (b)(7)(C)

Buy Description: OPTION - WICKR SOFTWARE LICENSES

Internal Description: 0020135100

Solicitation No.: 70B04C23Q00000291

Start Date / Time: 09/06/2023 12:53 ET

End Date / Time: 09/08/2023 14:30 ET

Set-Aside Requirement: Small Business

Contract Vehicle: DHS FirstSource II

Seller Community: DHS FirstSource II -- SB Socioeconomic Category

SAM Contract Opportunity: No (If Yes, buys prior to 11/2019 were posted to FBO)

FAC: (b)(4)

Purchase Description: Brand Name or Equal

Specialized Buy Type: Option Buy

Contracting Method: Lowest Price Technically Acceptable (LPTA)

Award Type: Purchase Order or Delivery Order

Seller Question Deadline: No Seller Question Deadline Set - None

Reverse Auction: Yes

Repost Reason: No Repost Reason provided.

Target Price

Total Target Price: (b)(4) - Target Price is Active

Bid Decrement: \$100

Suggested Sellers

Company Name	Phone	Sales Rep	Email
Blue Tech	619-488-9211	(b)(6)	(b)(6)@bluetech.com

Category

PSC 7E -- IT AND TELECOM - END USER

Sub-category

PSC 7E20 -- IT AND TELECOM -- END USER: HELP DESK;TIER 1-2, WORKSPACE, PRINT, PRODUCTIVITY TOOL (HW/ PERPETUAL SW)

NAICS

541519 -- EXCEPTION - Information Technology Value Added Resellers

Shipping Address

See Statement of Work

Line Item(s) Base

Period of Performance: Determined at Award

Item No. Description Qty Unit

(b)(4)

Line Item(s) Option 1

Period of Performance: Determined at Award

Item No. Description Qty Unit

(b)(4)

Line Item(s) Option 2

Period of Performance: Determined at Award

Item No. Description Qty Unit

(b)(4)

Line Item(s) Option 3

Period of Performance: Determined at Award

Item No. Description Qty Unit

(b)(4)

Line Item(s) Option 4

Period of Performance: Determined at Award

Item No. Description Qty Unit

(b)(4)

Line Item(s) Option 5

Period of Performance: Determined at Award

Item No. Description Qty Unit

(b)(4)

Line Item(s) Option 6

Period of Performance: Determined at Award

Item No. Description Qty Unit

(b)(4)

Seller Attachment(s): Optional

The attachment(s) could include the following non-pricing information:

Buy Attachment(s)

No.	Document Name	Document Size
001	Bill_of_Materials.xlsx	22 KB
002	Statement_of_Work.pdf	502 KB

Bidding Requirements

DHS FirstSource II Bids Only: Seller shall ONLY bid on this opportunity if they are able to provide commercially-available IT commodities, solutions, and value-added reseller (VAR) services per the requirements established in the Delivery Order solicitation. Seller shall adhere to all terms and conditions stated in their respective DHS FirstSource II IDIQ contract, AS WELL AS any additionally imposed through the Delivery Order solicitation - provided they do not contradict those executed by the former. Both the status of the Seller (i.e. its ability to conduct business with the Federal Government) and the status of the Seller's IDIQ contract shall be in an ACTIVE state at the time a bid is submitted.

Contracting Method - Lowest Price Technically Acceptable (LPTA): The Government intends to select for award the one responsible quote which conforms to the Bidding Requirements and Buy Terms in the auction, proposes a price that is fair and reasonable, and provides the Lowest Priced, Technically Acceptable (LPTA) quote meeting the specifications of the requirement. If the lowest priced quote is not found to be Technically Acceptable, the government will evaluate the next lowest priced quote, and so on. Quotes determined to be incomplete, or unreasonable will not be considered for award.

Brand Name or Equal: The Buyer is allowing Sellers to submit bids for alternate items, provided those items meet all of the salient physical, functional, or performance characteristics specified by this solicitation. Sellers MUST enter exactly what they are bidding (including make, model and description) into the blank description field in order for the bid to be considered. The Buyer will evaluate 'equal' items on the basis of information furnished by the Seller or identified in the bid and reasonably available to the Buyer. The Buyer is not responsible for locating or obtaining any information not identified in the Bid.

Minimum Bid Decrement is \$100: The Buyer is requiring that any rebid must be lower than the 'current bid price' by this amount. The reduction is based on the total order and must be satisfied within the rebid minimum.

Purchase Order or Delivery Order: Buyer intends to issue award using a purchase order or delivery order. Bids from Sellers unable to accept purchase orders or delivery orders will not be considered for award.

Set-Aside Requirement: This solicitation is a Small Business Set-Aside and only qualified Sellers can bid.

Use of Unison Marketplace: Buyers and Sellers agree to conduct this transaction through Unison Marketplace in compliance with the Unison Marketplace Terms of Use. Failure to comply with the below terms and conditions may result in offer being determined as non-responsive.

Question Submission: Interested offerors must submit any questions concerning the solicitation at the earliest time possible to enable the buyer to respond. Questions can be submitted by using the 'Questions & Responses' link. Questions not received within a reasonable time prior to close of the solicitation may not be considered.

Default Terms: Unless otherwise specified in the Buy Terms, below. Bid must be good for 30 calendar days after close of Buy and shipping must be free on board (FOB) destination CONUS (Continental U.S.)

Period of Performance: Determined at Award

Bidding Requirements

Price All Line Items: The Buyer is requiring interested Sellers submit Bids with pricing inclusive of all Line Items.

Buy Terms

Name	Criteria
Pricing Instructions	Unless the Buyer indicates otherwise within a particular line item description, each Seller shall include in its online Bid individual pricing for all required line items in order to be considered for award (i.e., Do not use the Included in another line item function when pricing each line item). If a line item cannot be separately priced, you must notify the buyer through the Unison Submit a Question feature regarding which line item(s) should be included in which other line item(s) and request reposting. Failure to comply with this term may result in the Bid being determined to be non-responsive.
Equipment Condition	New Equipment ONLY; NO remanufactured or "gray market" items. All items must be covered by the manufacturer's warranty.
Offer Period	Bid MUST be good for 30 calendar days after close of Buy.
Shipping Condition	Shipping must be free on board (FOB) destination CONUS (Continental U.S.), which means that the seller must deliver the goods on its conveyance at the destination specified by the buyer, and the seller is responsible for the cost of shipping and risk of loss prior to actual delivery at the specified destination.
SAM Requirement	This solicitation requires registration with the System for Award Management (SAM) at the time an offer or quotation is submitted, excluding the exceptions outlined in FAR 4.1102(a). Registration information can be found at www.sam.gov .
Delivery Requirement	No partial shipments are permitted unless specifically authorized at the time of award.
Delivery Of Order	Delivery must be made within 30 days or less after receipt of order (ARO). The offeror must provide within its offer the number of days - not to exceed 30 - required to make delivery after it receives a purchase order from the buyer. Unless otherwise noted.
Q&A Instructions	Q&A -Please submit all questions by using the 'Submit a Question' button. This buy will then be reposted with Q&A based on the questions that come in (if applicable).
For Exact Match Only Commodity Buys	For Exact Match Only Commodity Buys- NO SUBSTITUTIONS, EXACT MATCH ONLY. The vendor may not substitute any item/service listed on this order without prior written approval from the DHS/CBP Contracting Officer. No other individual is authorized, either verbally or in writing to change part numbers, manufacturer, quantity, delivery dates, or any other specifications of this RFQ. Items/services that do not conform to descriptions and part numbers found in this RFQ will be rejected at the time of delivery causing a return at the vendor's expense.
For Buys other than Exact Match:	For all buys other than Exact Match Sellers MUST document what they are bidding for evaluation for award. Sellers must include, extended specs and/or manufacturer name and part numbers (if applicable). Failure to do this may be cause for termination. This information is REQUIRED in order for a sellers bid to be deemed 'responsive' and to be considered for award. FAR 52.211-6
52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES (DEVIATION 20-05)	(a) Definitions. As used in this clause— "Covered article" means any hardware, software, or service that— (1) Is developed or provided by a covered entity; (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or (3) Contains components using any hardware or software developed in whole or in part by a covered entity. "Covered entity" means— (1) Kaspersky Lab; (2) Any successor entity to Kaspersky Lab; (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or (4) Any entity of which Kaspersky Lab has a majority ownership. (b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from— (1) Providing any covered article that the Government will use on or after October 1, 2018; and (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract. (c) Reporting requirement. (1) In the event the Contractor identifies covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report, in writing, via email, to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at NDAA_Incidents@hq.dhs.gov , with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil . For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil . (2) The Contractor shall report the following information pursuant to paragraph (c) (1) of this clause: (i) Within 1 business day from the date of such identification or notification: the

Buy Terms

Name	Criteria
52.204–24, REPRESENTATION REGARDING CERTAIN TELECOMMUNICATI ONS AND VIDEO SURVEILLANCE SVCS OR EQUIP	<p>contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.</p> <p>(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.</p> <p>(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items. (End of clause)</p> <p>52.204–24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. As prescribed in 4.2105(a), insert the following provision: Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020) The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204–26, Covered Telecommunications Equipment or Services— Representation, or in paragraph (v) of the provision at 52.212–3, Offeror Representations and Certifications— Commercial Items. (a) Definitions. As used in this provision — Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to— (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles. (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to— (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles. (c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https:// www.sam.gov) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.” (d) Representations. The Offeror represents that— (1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that— It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section. (e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer: (i) For covered equipment— (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known); (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision. (ii) For covered services— (A) If the service is related to item maintenance: A description of all covered</p>

Buy Terms

Name	Criteria
52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATI ONS AND VIDEO SURVEILLANCE DEVIATION	<p>telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision. (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer: (i) For covered equipment— (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known); (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision. (ii) For covered services— (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.</p> <p>(a) Definitions. As used in this clause— "Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet). "Covered foreign country" means The People's Republic of China. "Covered telecommunications equipment or services" means— (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. "Critical technology" means— (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (ii) For reasons relating to regional stability or surreptitious listening; (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817). "Interconnection arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources. "Reasonable inquiry" means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit. "Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high. "Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service. (b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115--232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The</p>

Buy Terms

Name	Criteria
	<p>Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. (c) Exceptions. This clause does not prohibit contractors from providing— (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. (d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause in writing via email to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at NDAA_Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil. (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d) (2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.</p>
52.204-26 Covered Telecommunications Equipment or Services-Representation	<p>As prescribed in 4.2105(c), insert the following provision: COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019) (a) Definitions. As used in this provision, "covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services". (c) Representation. The Offeror represents that it <input type="checkbox"/> does, <input type="checkbox"/> does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.</p>
52.217-6 Option for Increased Quantity	<p>The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within _____ 1 day _____. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.</p>