



**ITEMS PARTICULAR TO ONE MANUFACTURER (BRAND-NAME)
WHEN PLACED UNDER AN INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT
FAR 16.505(a)(4) and 16.505(b)(2)(ii)**

J&A-22-00140

1. Agency and Contracting Activity.

The Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE), Office of Acquisition Management (OAQ) proposes to award an Indefinite Delivery, Indefinite Quantity (IDIQ) delivery order on behalf of the Office of the Chief Information Officer (OCIO)/Operations Division (OPS)/Application Services Branch (ASB) resulting from a solicitation containing a brand-name specification.

2. Nature and/or description of the action being approved.

(a) Name of the ICE, DHS, or Multiple-Agency Multiple Award Contract that the delivery/task order or modification is being placed under. (Example: NITAAC CIO-SP3)

DHS IDIQ - FirstSource II (FSII)

(b) If applicable, identify the functional category, size category, or other sub-section of awardees which will be provided a fair opportunity.

This procurement will be competed between the qualified First Source II vendors that are part of the HubZone, 8A, VOSB and Small Business social Economic categories for the authorized FSII resellers can provide the name brand licenses required.

(c) Identify contract type and whether new action or modification: Firm Fixed Price

(d) Dollar amount for this justification: [REDACTED]

(e) Title of the required brand-name manufacturer and product: Oracle Corporation, Software Licenses

3. Description of Supplies/Services.

(a) ICE has a requirement for continued entitlement to use the Oracle software and expert twenty-four by seven (24x7) break-fix support. The Oracle products are required to ensure continued operation and up to date security solutions for ICE applications supporting mission critical activities. The Oracle product software license renewal provide ongoing product patching and an online ticketing system to report and track problems, as well as telephone access to expert Oracle support technicians. This renewal is being sought using an Oracle licensed Federal reseller.



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(b) The period of performance will consist of a 12-month Base period of August 01, 2022 through July 31, 2023

(c) If this is a modification to a current award include the following language: N/A

(d)	Period	Time	Price	Total
	Base	12 mos.		

4. Statutory Exception and Rationale.

Exception:

The specific exception for providing for brand-name awards under multiple award contracts is Federal Acquisition Regulation (FAR) Subpart 16.505(a)(4). An item peculiar to one manufacturer can be a particular brand-name, product, or a feature of a product peculiar to one manufacturer. A brand-name item, even if available on more than one contract, is an item peculiar to one manufacturer.

Rationale:

- (a) **Describe the recent (no older than 18 months) market research that was conducted to support the brand-name requirement. Include the dates the market research was conducted.**

Market research was conducted between 3/4/2022 and 3/29/2022. There were 31 DHS First Source II contract holders that are authorized resellers of the brand name Oracle software that were contacted via email to provide Market Research quotes and determine which vendor is the best capable of providing the required needs. As a result, only three (3) vendors responded and provided their pricing estimate, and the others did not respond or were unable to provide pricing. The three (3) vendors that provide MR quotes were Affigent, Akira, and Mythic's.

Note: Mythics has a partnership with Akira and are authorized to resell Oracle products and support using Akira's FirstSource II contract.

- (b) **Identify competing products and explain whether they lack the particular feature(s) identified in Section 3 above. If competing products, include the same or similar feature, state why a brand-name specification, and not a brand-name or equal specification is needed. Additionally, state whether the use of other products could result in interoperability, compatibility, interface issues that would preclude the true support team from providing efficient and effective customer support.**

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OAQ requires a brand name justification for the Oracle software maintenance renewal due to the criticality, sensitivity, and visibility of applications hosted on the Oracle enterprise platform. ICE database administrators and application development teams rely on the highly secure database and data reporting products provided by Oracle from development, through testing, training, and production when supporting the ICE Program Offices.

We investigated the following competing products Enterprise Performance Management, Enterprise Resource Planning, Database Cloud Services, and Analytics but unfortunately, they did not meet the OCIO requirements due to the lack of software patching, and Oracle break fix support.

Oracle provides the following services/support that the other competing products could not:

- Support supplies security features at every layer of the software stack to help protect our business interests and ensure compatibility,
- Oracle technology investments are effective, efficient, risk-resistant, and competitive,
- Oracle owns the source code and has the tools and the ability to develop security updates for our environments
- Oracle has the core application/database code level helps to ensure that updates don't impact existing features adversely and interface issues,
- Delivers complete, dependable, fully integrated, and tested products,
- Provides Supports when we add new up-to-date features replacing time-consuming upgrades,
- Delivers Powerful proactive tools, resources, and knowledge help us optimize product health and performance in our cloud.

Most ICE application programs within the ICE Cloud are currently using the Oracle Database to provide the security, and automation and isolation necessary, to properly support the ICE Program Office's applications. Acquisition of any Non-Oracle products would create an unacceptable incompatibility of:

- application program code,
- ad-hoc reporting tool interfaces,
- automated support scripts for disaster recovery and data restoration,
- Other Government Agency programs, materialized views, and automated monitoring

This Oracle support renewal provides ICE with secure leading edge technical computing solutions. The Oracle vendor uses a CSI number, which ties the initial software purchase to all future maintenance renewals. Many products were purchased together in bulk; allowing the prices and recurring maintenance to be discounted from the initial purchase forward. Maintenances is usually 10% of the initial product cost. The Oracle products are the only solution which allow most ICE enterprise applications to continue operating. No less than three years advanced notification, and tens if not a 100 million dollars for new software



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licenses and contract labor would be required to complete an application re-write to move away from the Oracle products to a different database management solution. A lapse in paying the recurring maintenance and support cancels the license, and in addition to re-purchasing the product the annual maintenance will adjust to reflect the percentage of the current price versus the price 15 or more years ago.

5. Determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.

The contracting officer anticipates that the price will be fair and reasonable as the requirement will be filled using First Source II and the prices of all contracts have already been determined to be fair and reasonable.

6. Any other facts supporting the justification.

None

7. A statement of the actions, if any, the agency may take to remove or overcome any barriers that led to the exception to fair opportunity before any subsequent acquisition for the supplies or services is made.

ICE will compete the procurement between the qualified FSII vendors

8. If the total dollar value of this action exceeds \$30,000, OAQ intends to provide the justification and supporting documentation along with the solicitation to all (IDIQ) contract awardees under the First Source II Contract in accordance with FAR 16.505(a)(4)(iii)(A).

9. Technical/Requirements Personnel Certification.

I certify that this requirement meets the Government's minimum need and that the supporting data, which form a basis for the Brand-Name Justification, are accurate and complete.

[Redacted Signature]

Technical Representative/COR

Date

10. Contracting Officer Certification.

I hereby certify that the Brand-Name Justification is accurate and complete to the best of my knowledge and belief.

[Redacted Signature]

Contracting Officer

Date



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11. Approval:

Elease Sanders

Procuring Activity Advocate for Competition

Date