



**UNITED STATES MARINE CORPS**  
MARINE CORPS INSTALLATIONS PACIFIC  
REGIONAL CONTRACTING OFFICE FAR EAST

CAMP SMEDLEY D. BUTLER, OKINAWA  
PSC 557 BOX 2000, FPO AP 96379-2000

**JUSTIFICATION AND APPROVAL FOR  
USE OF OTHER THAN FULL AND OPEN COMPETITION**  
J&A No. M67400-FY12-SSSBN-48

**1. Identification of Agency and Contracting Activity.**

Agency

1<sup>st</sup> Marine Aircraft Wing (1<sup>st</sup> MAW)  
& 3rd Marine Division (3MARDIV)  
Camp Butler, Okinawa, Japan  
315-645-1441 / 315-622-9303

Contracting Activity

Regional Contracting Office Far East  
Marine Corps Installations Pacific (MCIPAC)  
Camp Butler, Okinawa, Japan  
315-645-7495

**2. Description of Action Being Approved.**

The proposed contract will be a sole-source, combination firm-fixed price and cost reimbursable contract to bridge services for a period of five (5) months from 01 September 2012 through 31 January 2013, allowing for continued mission support by the incumbent Contractor until a new contract for web development and maintenance support services of the 1st MAW and 3rd MARDIV owned websites is in place. The current contract, M67400-11-P-0051, expires on 22 August 2012.

**3. Description of Supplies/Services.**

This is a bridge contract for website support services to be provided to maintain, develop and support the 1<sup>st</sup> MAW and 3MARDIV websites. The estimated value of this requirement is \$ .

Total five months: \$

\$  for 3MARDIV

\$  for 1ST MAW

**4. Statutory Authority Permitting Other Than Full and Open Competition.**

The statutory authority permitting other than full and open competition is 10 U.S.C. Section 2304 (c)(1), as implemented by the Federal Acquisition Regulation (FAR) 6.302-1, Only One Responsible Source and No Other Supplies or Services Will Satisfy Agency Requirements.

**5. Rationale Justifying Use of Cited Statutory Authority.**

FAR 6.302-1 (a)(2)(iii)(A)(B) contains the applicable statutory authority permitting other than full and open competition for the contemplated contract action. This reference reads "Services may be deemed to be available only from the original source in the case of a follow-on contract for the continued provision of highly specialized services, when it is likely that award to any other source would result in;

(A) "Substantial duplication of cost to the Government that is not expected to be recovered through competition".

The Government estimates 5 months of services at \$  is needed to support continuation of services while a new contract is contemplated. It is not feasible, desirable, or

cost effective to attempt to obtain the support provided under this bridge contract from an alternate source for the time period of 1 Sept 2012- 31 Jan 2013. The pricing to obtain services from another contractor would require a significant investment from the Government to bring an incoming Contractor up to speed, it would increase costs substantially due to the remote location of Okinawa, and would also require the Government to provide an additional phase in period to cover these gaps. The pricing for a new Contract would be much higher than the incumbent due to risks involved, the need to hire short term employees, the added travel cost for sending employees to and from Okinawa for the short period of performance for this bridge Contract. Due to our remote location, local sources do not possess the requisite maintenance skill sets/training and required security clearances to perform services. Additionally, due to English language requirements, manuals and product support is based on US Military requirements and systems, service and product support must be in English. These specialized services are not readily available in Japan, and are unique in nature. The US Government must obtain services from US sources to provide the manpower, training and meet security clearances to successfully complete the PWS tasks. Any other company, other than the incumbent contractor would have to make initial investments in manpower in order to successfully perform the contract at award and these costs risks for this short term bridge contract would be passed on to the Government. CACI is the incumbent service provider of the Web Development Services Contract # M67400-11-P-0051 which expires on 22-August-2012. CACI is already in place and providing these services without the need for a transition.

(B) Unacceptable delays in fulfilling the agency's requirement.

The Government estimates the time required to compete a new contract to cover this requirement (including time required to evaluate proposals and determine technical acceptability), coupled with the time to bring a new Contractor up to full performance level, would result in unacceptable delays in fulfilling the agency's requirements. Without the proposed contract action for a bridge contract to cover these requirements, the IM Offices for 1<sup>st</sup> MAW and 3MARDIV would have to forego these critical services until the follow-on contract is awarded. This is considered to be an unacceptable delay per the daily requirement of these web services for the concerned parties. The incumbent Contractor is the only available source that has the resources to immediately continue the web development services during the interim without mission interruption.

The potential damage to the Government is significant and will result in serious injury to the III Marine Expeditionary Force's mission. The failure of these critical services would have a significant impact on operational missions to include: (1) adverse affects on the concerned units' situational awareness, (2) cause undue hardship among the affected units command elements to collaborate and communicate. Accordingly, CACI is the only firm capable of providing the services described in Section 3 above without 3MARDIV and 1<sup>st</sup> MAW experiencing; (1) substantial duplication of cost that could not be recovered through competition and (2) unacceptable delays in fulfilling its requirements.

There are no other current contract vehicles to facilitate the use of another source. This requirement is to satisfy a bona fide need that exists in this fiscal year and will utilize available FY12 funds. Additionally, the Marine Corps does not have the organic resources to meet these mission requirements and must have continued contract support.

6. Description of Efforts Made to Solicit Offers from as Many Offerors as Possible.

As required by FAR 5.2, Synopsis of Proposed Contract Action, this bridge extension will be synopsised in Navy Electronic Commerce Online (NECO) & Federal Business Opportunities Web Site. A determination by the Government not to compete this requirement based upon responses to the notice of intent is solely within the discretion of the Government. Accordingly,

the bridge contract will be awarded on a sole source basis. Any bids, proposals, quotations, or capability statements received will be utilized as a part of the market research for a new contract, which will cover performance of Web Developer services, and shall be competed prior to the bridge contract expiring

**7. Determination of Fair and Reasonable Cost.**

The Contracting Officer will determine that the price for this acquisition/service is fair and reasonable in accordance with the FAR15.305.

**8. Actions to Remove Barriers to Future Competition.**

As described in Section 6 above, market research in accordance with FAR Part 10, will be conducted by synopsis of the proposed contract action. Due to the critical nature of the services provided by the incumbent Contractor, and the severe harm that the Government would suffer at this time, it is imperative that the Government maintain continuity of services utilizing the same team of professionals until a new follow-on contract is in place. The follow-on contract will be solicited using full and open competition procedures.

**TECHNICAL AND REQUIREMENTS CERTIFICATION**

I certify that the supporting data under my cognizance, which is included in this justification, are accurate and complete to the best of my knowledge and belief.

**Technical/Requirements Cognizance**

  
 MICHAEL M. FARRELL  
 Information Management Officer  
 3rd Marine Division  
 622-9303 Phone 22 Aug 12- Date

  
 Maj Brian M. Hawkins  
 Information Management Officer  
 1st Marine Air Wing, III MEF  
 645-1441 Phone 22 Aug 12 Date

**COUNSEL REVIEW**

I have reviewed this justification for legal sufficiency. (MCO P4200 15G, Appendix C, S-790)

  
 Scott Vogele  
 Legal Counsel  
 Pacific Area Counsel Office - Marine Corps Base Camp Butler, Okinawa, Japan  
 (315) 645-3823 Phone 8/22/12 Date

**Contracting Officer Certification (FAR 6.303-2(a)(12)):**

I certify that this justification is accurate and complete to the best of my knowledge and belief.

  
\_\_\_\_\_ 645-8534 8/22/12  
Dennis J. Walp Phone Date  
Regional Contracting Office - Far East,  
Marine Corps Installations Pacific Camp Smedley D. Butler, Okinawa, Japan

**Head of the Contracting Activity or Designee (FAR 6.304(a)(3)):**

I certify that this justification is accurate and complete to the best of my knowledge and belief and hereby approve the proposed action, (FAR 6.304(a)(3)).

  
\_\_\_\_\_ 645-2577 8/23/12  
K. Sakura Higa Phone Date  
Deputy Director of the Regional Contracting Office,  
Regional Contracting Office - Far East, Marine Corps Installations Pacific Camp Smedley D.  
Butler, Okinawa, Japan