



DEPARTMENT OF THE NAVY
NAVSUP WEAPON SYSTEMS SUPPORT

700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5098

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MECHANICSBURG PA 17055-0788

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

CJ&A#:

CJ&A #3398

The format of this Justification and Approval (J&A) was reviewed by NAVSUP WSS Office of Counsel. No Change to the format or content of the preprinted portion of this document is allowed. Any revision to the preprinted portion of this document must be individually reviewed and approved in writing by NAVSUP WSS Office of Counsel.

1. CONTRACTING ACTIVITY: NAVSUP WSS Mechanicsburg

2. DESCRIPTION OF THE ACTION BEING APPROVED: Negotiation and award of a contract through other than full and open competition. The class of contracts to which this Justification and Approval will be applied are orders against Basic Ordering Agreement

Number N00104-16-GA-401 Repair BOA

for the period through January 4, 2021

NAVSUP Weapon Systems Support proposes to acquire on a noncompetitive basis the class of contracts described in this justification for other than full and open competition. For the reasons set forth in this Class Justification and Approval, authority is given to utilize other than full and open competition for the commercial repair, modification or servicing, as appropriate, for the items listed on the attached on a noncompetitive basis.

3. DESCRIPTION OF SUPPLIES/SERVICES: NAVSUP Weapon Systems Support's logistic support program is predicated upon an established turn-around time (TAT). This TAT cycle begins with the time of removal of the item from the ship or Naval Supply Center and includes the overall time required for shipment, repair, and redelivery into Navy inventory. To the extent that this TAT cycle cannot be maintained, a proportionately greater investment in spares would be required.

The Master Repairables Item List (MRIL) designates the shipping point of retrograde material, either direct to a Designated Overhaul Point (DOP) or collected at a stock point. The MRIL is updated monthly to preclude time loss (for those items having repair requirements) and increased transportation costs.

Demand changes, CASREP requirements, and carcass availability make shipment of repairables an unknown. Therefore, it is essential that the justification and approval and contractual arrangements for repair be made in advance of the actual need for such repair. The class of contracts proposed (orders under Basic Ordering Agreement) will:

a. Be for commercial repair, modification and servicing as appropriate for items listed on the attached

Major Weapon Systems supported: WSC: EPC, AAE, AAF

b. Apply to those components or equipment, which are listed on the attached, or those items, which are later government-approved configurations thereof. All such later configurations that are authorized to be serviced under the Basic Ordering Agreement will be specifically identified in an exhibit to said agreement.

c. Generally provide for teardown, inspection, repair, modification, test, and service necessary to restore the item to serviceable operating condition. The extent of servicing necessary cannot be determined until the equipments are received by the contractor, disassembled and an inspection made. The work to be performed under the Basic Ordering Agreement will relate only to previously produced components or equipment; it will not include any research and development effort; nor will it include the furnishing of any parts, components, subassemblies or materials not an integral part of the work described herein.

d. Include the acquisition/repair of sole source Government Furnished Material (GFM) (piece parts) and/or the acquisition/repair/maintenance of sole source Government Furnished Equipment (GFE)(test equipment)) when determined necessary to complete repairs or meet established RTAT cycle.

e. Include the acquisition of Commercial Asset Visibility reporting for repair efforts performed under subject agreement.

Total estimated dollar value of the acquisition covered by this J&A, with funding specified by appropriation source and appropriation data:

The estimated cost of the class of contract (orders) proposed is \$

[Redacted]

through

January 4, 2021

Appropriation

[Redacted]

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**4. STATUTORY AUTHORITY PERMITTING OTHER THAN FULL AND OPEN COMPETITION:** This J&A is based upon the authority of 10 USC 2304(c)(1), one source or limited sources, as implemented by FAR 6.302-1.

**5. RATIONALE JUSTIFYING USE OF CITED STATUTORY AUTHORITY:**

The current Repair Method Code/Repair Method Suffix Code(s) is (are):

3R

3 - - R

RMC 3. Repair, for the second or subsequent time, directly from the actual manufacturer.

R: The Government does not own the data or the rights to the data needed to purchase this part from additional sources. It has been determined to be uneconomical to buy the data or rights to the data. It is uneconomical to reverse engineer the part. This code is used when the Government did not initially purchase the data and/or rights. If only one source has the rights or data to manufacture this item, AMCs 3, 4, or 5 are valid. If two or more sources have the rights or data to manufacture this item, AMCs 1 or 2 are valid.

The proposed class of contracts will be acquired on a sole source basis with Lexel Imaging Systems, Inc. (Cage 0HBH2)

The selection of this concern as the only approved source for the repair or service of the components and equipment listed on the attached is based on the following information:

The contractor was established as the DOP to repair the items listed on the attached to an "as new" (while not maintaining the appearance of newness) condition. To ensure the "as new" condition, fully adequate drawings and quality assurance procedures are necessary. Only the contractor listed above possesses this necessary data.

The GFM (piece parts) and/or GFE (test equipment) described in paragraph 3 d above will only be acquired/repaired/maintained when the government does not have in its possession sufficient, accurate, or legible data to purchase these piece parts and/or test equipment from other than the current source.

**6. DESCRIPTION OF EFFORTS MADE TO SOLICIT OFFERS FROM AS MANY OFFERORS AS PRACTICABLE:**

Efforts will be made to ensure that potential subcontractors will be aware of these requirements by posting notice of the proposed BOA through the Government wide Point of Entry. A market survey will be conducted by synopsisizing the proposed BOA through the Government wide Point of Entry; any source which shows an interest in it will be given an opportunity to compete. The following sources have expressed an interest in this acquisition

Synopsis did not attract interest from new sources. *Synopsis Posted 3/23/16 and Sources Sought Notice 10/26/15*

**7. DETERMINATION OF FAIR AND REASONABLE COST:** The contracting officer determines that the anticipated cost to the Government of the supplies covered by this Class J&A will be fair and reasonable.

**8. ACTIONS TO REMOVE BARRIERS TO FUTURE COMPETITION:**

For the reasons set forth in paragraphs 5 and 6, NAVSUP WSS does not plan to further compete contracts for the type of supplies and services covered in this document. If a new potential source emerges, NAVSUP WSS will assess whether competition for future requirements is feasible.

**9. REFERENCE TO THE APPROVED ACQUISITION PLAN:**

A formal acquisition plan is not required for this acquisition

**10. Statement of Delivery Requirements:** Delivery requirements cannot be identified because they are dependent on the intermittent receipt of carcasses from the fleet and the extent of repair required. See attached turnaround times.

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**CERTIFICATIONS AND APPROVAL**  
**TECHNICAL/REQUIREMENTS CERTIFICATION**

I certify that the facts and representations under my cognizance which are included in this Justification and which form a basis for this justification are complete and accurate to the best of my knowledge and belief. The specifications have been reviewed, and they reflect the government's minimum requirements.

[Redacted]  
[Redacted] Signature [Redacted]

[Redacted]  
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[Redacted]  
[Redacted] Signature [Redacted]

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[Redacted] Signature [Redacted]

**CY REVIEW**

[Redacted] Signature [Redacted]

[Redacted] Signature [Redacted]

\$150,000 - \$700,000:	Contracting Officer
Over \$700,000 - \$13,500,000:	Competition Advocate
Over \$13,500,000 - \$93,000,000:	HCA (delegated to NAVSUP WSS 00 and 09)
Over \$93,000,000:	ASN (RD&A)

