



DEPARTMENT OF THE NAVY
NAVSUP FLEET LOGISTICS CENTER PEARL HARBOR
1942 GAFFNEY STREET, SUITE 100
JBPHH, HI 96860-4549

IN REPLY REFER TO

CONTROL NUMBER: J&A 13-008

**JUSTIFICATION AND APPROVAL
FOR USE OF SOLE SOURCE**

1. **CONTRACTING ACTIVITY:**

Department of the Navy, NAVSUP Fleet Logistics Center Pearl Harbor, Regional Contracting Department

2. **DESCRIPTION OF THE ACTION BEING APPROVED:**

Extension of a sole source contract N00604-13-D-3000 for facility support services for the Pacific Missile Range Facility, Barking Sands, Kauai (PMRF) located on the island of Niihau. The contractor, Niihau Ranch, provides facility support services for PMRF. Niihau Ranch has private title to the island and has restricted access for non-island residents. Under a lease agreement with the Navy, Niihau has allowed the PMRF, to use segments of the island to support operations of PMRF and to facilitate the support of instrumentation systems to meet mission requirements of PMRF.

3. **DESCRIPTION OF SUPPLIES/SERVICES:**

This contract provides labor, materials, and equipment related to services at the following sites: AN/FPS-134 Radar Site, the EW Perch Site, the Electro-Magnetic Environmental Systems Simulator Site and other sites as may be required to support training or test operations. The Services to support the specific instrumentation sites consist of: grounds maintenance; pest control; facility maintenance, to include corrosion control and custodial services; road maintenance and repair; providing fuel and oil supply to maintain generator and day tank; solar panel batteries inspection and maintenance; and maintenance and repair services for government furnished equipment; labor, transportation and materials to support requirements such as: generator change outs; surface and ground transportation to, from and around Niihau; helicopter support services; fire watch and fire fighting support; and services required to support specific training or test operations.

Air, ground or surface transportation of Government or Contractor personnel to the sites on Niihau is provided by Niihau Ranch, per existing conditions of use of Niihau Island facilities. Niihau Ranch provides these services on a pre-priced basis.

The contract period of performance will be four (4) months, beginning 1 June 2013 through 30 September 2013. The total estimated value of the contract extension is approximately \$ [REDACTED].

STATUTORY AUTHORITY PERMITTING OTHER THAN FULL AND OPEN COMPETITION:

It is requested that other than full and open competition be permitted pursuant to 10 U.S.C. 2304 (c)(1) as implemented by FAR 6.302-1, Only one responsible source and no other supplies or services will satisfy agency requirements.

4. RATIONALE JUSTIFYING USE OF CITED STATUTORY AUTHORITY:

Niihau Ranch, a privately owned Limited Liability Corporation, is the only source that can provide the required services. Niihau Ranch has private title to the island of Niihau where the services are required. Under a lease agreement with the Navy, Niihau Ranch has allowed PMRF to use segments of the island. The island has approximately 125 residents, and Niihau Ranch restricts access to the island. The lease agreement between Niihau Ranch and the Navy prohibits Government personnel from remaining on the island overnight except in the case of emergencies or as otherwise authorized by Niihau Ranch.

Niihau Ranch uses the residents of the island to perform the services. There is no other source on the island that can perform the services, and there is no expectation that a source from outside the island could satisfy the requirement. Even if another source could obtain access to the island and import a labor force onto the island, there are no facilities to house an outside workforce and it would be cost prohibitive to transport the estimated 19 FTE necessary to perform the services on and off the island on a daily basis. In summary, Niihau Ranch's restrictions on island access, the overnight restriction in the lease, and the fact there are no facilities on the island to house an outside workforce all prevent any source other than Niihau Ranch from satisfying this requirement.

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

Although there is no expectation that another source, other than Niihau Ranch, could perform these services, a synopsis will be published in FEDBIZOPS announcing the Government's intent to extend a sole source contract to Niihau Ranch for the services stated in paragraph 3 above. If another source can obtain access to the island and are capable and interested in performing the services, they will be invited to inform the Government of their interest. The Government may then consider competing the requirements in the future.

6. DETERMINATION OF FAIR AND RESONABLE COST:

The Contracting Officer has determined the anticipated cost to the Government of the supplies/services covered by this J&A will be fair and reasonable.

7. ACTIONS TO REMOVE BARRIERS TO FUTURE COMPETITION:

For the reasons set forth in paragraph 5, NAVSUP FLC Pearl Harbor has no plans at this time to compete future contracts for the type s of services covered by this document. If another potential source emerges, FISC Pearl Harbor will assess whether competition for future requirements is feasible.

8. CONTRACTING POINT OF CONTACT:

Contracting Officer's Contact Information:

Gwendolyn Rapoza

Telephone: (808) 473-7532

Facsimile: (808) 473-5750

Electronic Mail (E-Mail): Gwendolyn.rapoza@navy.mil

CERTIFICATIONS AND APPROVAL

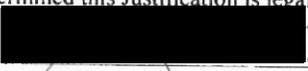
TECHNICAL/REQUIREMENTS CERTIFICATION

I certify that the facts and representations under my cognizance which are included in this Justification and its supporting acquisition planning documents, except as noted herein, are complete and accurate to the best of my knowledge and belief.

 RT KAY  29 MAY 2013
Signature Name (Printed) Phone No. Date

LEGAL SUFFICIENCY REVIEW

I have determined this Justification is legally sufficient.

 SM W HOTAUE  29 MAY 13
Signature Name (Printed) Phone No. Date

CONTRACTING OFFICER CERTIFICATION

I certify that this Justification is accurate and complete to the best of my knowledge and belief. To the extent that the J&A/LSJ value is between \$150K and \$650K, the Contracting Officer's signature below also represents approval of the J&A/LSJ.

 Gwendolyn Rapozo 473-7532 5/29/13
Signature Name (Printed) Phone No. Date

CONTRACTING ACTIVITY COMPETITION ADVOCATE REVIEW

To the extent that the J&A/LSJ value is between \$650K and \$12.5M, the Competition Advocate's signature below also represents approval of the J&A/LSJ.

Signature Name (Printed) Phone No. Date