DEPARTMENT OF THE NAVY
NAVAL FACILITIES ENGINEERING COMMAND WASHINGTON
1314 HARWOOD STREET SE
WASHINGTON NAVY YARD DC 20374-5018

J&A No. Haz Waste-14-001

JUSTIFICATION AND APPROVAL
FOR OTHER THAN FULL AND OPEN COMPETITION

1. Contracting Agency.

   Commanding Officer, Naval Facilities Engineering Command (NAVFAC) Washington

2. Description of the Action.

   Request approval to use other than full and open competition to award a stand-alone contract to the incumbent contractor, HazTrain, 3460 Rockefeller CT, Waldorf, MS 20602 for four (4) months from 1 October 2014 to 31 January 2015.

3. Description of Supplies/Services.

   a. The Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide regional hazardous waste management and operational services within the National Capital Region.

   b. The period of performance for this action is to read as follows:

Period of Performance:	01 October 2014 – 31 January 2015
Total Estimated Award Amount:	$468,035.60

   Note that the contract has not been negotiated at this time and all dollar values shown in this document are estimates. The estimated cost for this action was derived from the value of the current contract.

   This contract action will be funded by FY 15 Defense Working Capital Funds, Defense; FY 15 Operation and Maintenance, Navy, and FY 15 Operation and Maintenance, Marine Corps.

4. Statutory Authority permitting Other Than Full and Open Competition.

   This acquisition will be negotiated pursuant to 10 U.S.C. 2304(c)(2), Unusual and Compelling Urgency, as implemented by Acquisition Regulation (FAR) 6.302-2.

5. Rationale Justifying Use of Cited Statutory Authority.

a. Contract No. N40080-11-D0481 was awarded to HazTrain on 1 October 2011, with a base plus two option years. Delays during the final stages of source selection, specifically technical errors in spreadsheets requiring amending the solicitation, prevented contract award in time to prevent a lapse in critical services.

b. Failure to execute this bridge contract will result in a lapse in service resulting in an inability to respond to significant hazardous waste (HW) spills and also potentially thousands of dollars of fines for each day hazardous waste is not collected from hundreds, if not thousands, of satellite accumulation points.

c. A lapse in the current contract will result in the end of pickups of hazardous waste (HW) from the hundreds, if not thousands, of satellite accumulation points and less than 90 day storage points under the control of tenant commands. Without this service, HW will accumulate beyond permitted volumes and/or permitted retention times unless tenant command operations are severely curtailed or stopped. Note that regulators at the state and federal level will assess liability for all of these numerous HW storage points to the region and that audits are typically on short notice (48 hours) or unannounced. With a total of hundreds, if not thousands, of HW storage locations throughout the region exceeding their limits for volume and retention time, the legal liability to this command and the region is potentially very large.

d. In addition, bases inside the Beltway rely on this service contract for spill cleanup in the aftermath of a spill involving petroleum, oil, or lubrication (POL) products such as gasoline, motor oil, or diesel fuel. We are obligated by law and regulation to clean up most POL spills within 24 hours after the spill is completely contained. There is a significant potential for POL spills on public roads because NAVFAC transports JP-8 fuel via tanker truck from Andrews AFB to the HMX-1 facility at JBAB in support of HMX-1 flight operations.

e. Due to the short notice and short contract term, competitive award of an interim contract would be impractical for both the Government and an interim contractor because of the logistical and administrative tasks necessary to prepare, negotiate, award and mobilize a competed contract. Extending the term of the current contract will avoid undue risk that another contractor would not have enough time to obtain base access, and mobilize to provide required services in a timely manner. The incumbent contractor, HazTrain, is the only company that is in a position to properly perform the work without a lapse of service and to meet phase-in/mobilization requirements. HazTrain has in-place trained personnel, equipment, and facilities necessary to ensure uninterrupted support of work to fulfill a possible gap in essential services. Any other process would result in a loss of hazardous material operational services to Navy District Washington until the new contractor can complete submittal and base access requirements necessary to begin work.

6. Efforts to Obtain Competition from as Many Offerors as Practicable.

No additional market research was conducted because it is not practicable, for the reasons discussed in paragraph 5 above, for any company other than HazTrain to provide the required services in the required time frame.

7. Determination of Fair and Reasonable Cost.

NAVFAC Washington intends to issue a formal request for a price proposal to the contractor. The Government will evaluate the proposal and supporting documentation to determine the proposed cost to the Government of the supplies/services covered by this J&A is fair and reasonable based on the prices established in current contract.

8. Actions to Remove Barriers to Future Competition.

The follow on hazardous waste was competed as a Small Business set-aside. This bridge action is necessary because of procurement delays. As such there are currently no additional actions to remove barriers to future competition.

9. Contracting Point of Contact

The point of contact at NAVFAC Washington is Ed Charette, Contracting Officer, 202-685-3299, or email Edward.Charette@navy.mil.

CERTIFICATIONS AND APPROVAL

TECHNICAL/REQUIREMENT 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.

Technical and Requirements Cognizance:

Signature	Name (Printed)	Phone No.	Date
STEADMANMURPHY.JENNIFER.ELL.1237260682 Digitally signed by STEADMANMURPHY.JENNIFER.ELL.1237260682 DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USN, cn=STEADMANMURPHY.JENNIFER.ELL.1237260682 Date: 2014.09.02 17:18:15 -04'00'	J.E. Steadman-Murphy	202-685-8013	

LEGAL SUFFICIENCY REVIEW

I have determined this Justification is legally sufficient.

Signature	Name (Printed)	Phone No.	Date
TOLLEFSON.CHRISTINE.R.1147131328 Digitally signed by TOLLEFSON.CHRISTINE.R.1147131328 DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USN, cn=TOLLEFSON.CHRISTINE.R.1147131328 Date: 2014.09.04 08:06:57 -04'00'	Ann Giddings	202-685-3240	

Approving official (NFAS 6.304)
CONTRACTING OFFICER CERTIFICATION

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

Signature	Name (Printed)	Phone No.	Date
CHARETTE.EDWARD.A.1228756861 Digitally signed by CHARETTE.EDWARD.A.1228756861 DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USN, cn=CHARETTE.EDWARD.A.1228756861 Date: 2014.09.05 13:07:41 -04'00'	E. Charette		