

JUSTIFICATION AND APPROVAL  
FOR USE OF OTHER THAN FULL AND OPEN COMPETITION

1. Contracting Activity. Department of the Navy, Naval Facilities Engineering Command, Pacific (NAVFAC PAC), Joint Base Pearl Harbor-Hickam, Hawaii.

2. Description of the Action Being Approved. Request approval to modify Contract No. N62742-11-D-1801 to increase the contract ceiling by \$13M, from \$50M to \$63M. This contract is an Indefinite Delivery/Indefinite Quantity Contract for Architect-Engineering services for the preparation of National Environmental Policy Act (NEPA) documents and environmental studies at various Navy and Marine Corps activities located within the Pacific Basin and Indian Ocean areas that was awarded to TEC-AECOM Pacific Joint Venture (JV) on 4 August 2011 for a base year plus four one-year options not to exceed 60 months. To date, [REDACTED] has been awarded with a remaining capacity of [REDACTED]. The contract is in its fourth and final option year and will expire 3 August 2016. Efforts are underway to award the replacement contract after the contract expires. The remaining capacity of [REDACTED] has been planned for [REDACTED] [REDACTED] which is estimated to be approximately [REDACTED] and is scheduled for [REDACTED]. The remaining [REDACTED] is for future modifications that may occur to the existing task orders.

In October 2015, an unforeseen requirement to produce a Revised Draft Environmental Impact Statement (DEIS) for the Commonwealth of Northern Marianas Island (CNMI) Joint Military Training (CJMT) project under Contract Task Order 0002 became known as the Public Comment Period closed. This urgent and unplanned requirement involves preparing a Revised DEIS/Overseas Environmental Impact Statement (OEIS) to address any substantial changes to the proposed action or significant new information relevant to environmental concerns raised during the Draft EIS public comment period that included comments from regulatory agencies and elected officials. Due to the preliminary review of the ~28,000 comments received on the Draft EIS, it has been determined that creating two new alternatives [REDACTED] [REDACTED] that still meets the project purposed and need, and updating/supplementing existing analyses would address many of the major concerns/issues raised during the public comment period.

The proposed two new alternatives and additional analyses are a direct result of consultations with resource agencies and public feedback received during the public comment period. Additionally, the team determined that there was a need to review and bolster analysis in all sections of the document, as appropriate.

The two new alternatives will respond to the large number of comments questioning the degree to which DON sought to minimize the environmental impacts of the proposed action.

The Revised DEIS is estimated to be approximately [REDACTED] with an additional [REDACTED] for potential unforeseen requirements. Thus the additional capacity is needed to complete the Revised DEIS. Current IDIQ capacity is inadequate to allow award of remaining work necessary to complete the Revised DEIS, and it is anticipated that the increased capacity is needed prior to award of the replacement contract [REDACTED].

3. Description of Supplies/Services. The subject contract provides environmental impact assessments/statements and studies required in the preparation of NEPA documents which generally involve technical engineering considerations, and for some assignments, there may be no technical engineering requirements. The contractor must meet a variety of changes in needs where support levels, funding level and operational requirements vary and reliance is complicated by revisions to the scope of work, due to unforeseen and uncontrollable nature of the scientific and compliance requirement of the contract and the continual revisions to U.S. regulations.

4. Statutory Authority Permitting Other than Full and Open Competition. 10 U.S.C 2304(c)(1), Only one responsible source and no other services will satisfy agency requirements. Pursuant to FAR 6.302-1(a)(2)(iii), for the Department of Defense, services may be deemed to be available only from the original source in the case of follow-on contracts for the continued provision of specialized services when it is likely that an award to any other source would result in substantial duplication of costs to the Government not expected to be recovered through competition, or unacceptable delays in fulfilling the agency's requirements.

5. Rational Justifying Use of Cited Statutory Authority. TEC-AECOM Pacific JV has been working on the Commonwealth of Northern Marianas Island (CNMI) Joint Military Training (CJMT) project under Contract Task Order 0002 since September 2011, and is the only company that is fully capable of performing these services and meeting the Government's ultimate goal of Record of Decision (ROD) [REDACTED]. This is based on TEC-AECOM Pacific's unique and intimate knowledge of the environmental analysis ongoing and performed to-date for this action, the history and evolution of the proposed action that has occurred since September 2011, and their involvement in discussions with Navy/USMC and regulatory agencies to address the public comments received. The following actions will still be on-going by September 2016, which is the end of the period of performance for the current task order: resource specific field studies and report preparations, responding to public comments, Revised DEIS document preparation, Support Master Plan preparation, administrative record, project schedule, project team briefings and meetings, website development, and meetings with regulatory agencies as part of on-going environmental and cultural resource consultations.

TEC-AECOM Pacific JV is the only company that currently possesses a legally defensible/technically supported understanding of the Description of Proposed Action and Alternatives to ensure that U.S. Pacific Command (PACOM) training requirements are met in the western Pacific. TEC-AECOM Pacific JV has institutional knowledge of the content and history of negotiations with the regulatory agencies that have occurred since 2011 and will [REDACTED] that cannot be provided by any other entity. As a result, the JV is uniquely qualified to provide the remaining project management services to finalize the Environmental Impact Statement and resultant Support Master Plan and Record of Decision.

Changing contractors at this point would result in unacceptable delays in fulfilling mission requirements associated with the project action, and result in substantial duplication of costs to the Government not expected to be recovered through competition. Cost/schedule impacts will increase due to loss of corporate knowledge as the new company will need to gain knowledge of prior resource specific studies, as well as the history of on-going natural and cultural resource consultations with regulatory agencies. In addition, there is insufficient time to wait for the new replacement contract [REDACTED] or mobilize a different contractor without causing huge impacts and delays to the Record of Decision which is currently estimated to be final in [REDACTED] - far beyond the original date of June 2016. Mobilization of a new contractor will not ease the completion deadlines, as the new contractor will have a steep learning curve due to the integrated nature of the master planning and environmental work of this complex action. This would result in duplication of effort, additional costs for the transition between contractors, and overall project delays. Impacts to consider from such a delay are not limited to the planning activity but would involve cascading effects on construction projects. Likely impacts would include a decline in quality due to increased time pressure, possible loss of or need for reprogramming of U.S. and foreign funding as interrelated project schedules slip, additional costs, and possible rework. Time constraints and resulting declines in quality often lead to rework, and introducing additional resources (i.e.: funding and staff) to counteract these impacts and meet project schedule constraints would significantly increase project costs.

6. Description of Efforts Made to Solicit Offers from as Many Offerors as Practicable. The contract action will be synopsisized in sufficient detail to comply with the requirements of FAR Subpart 5.203(a). No action will be taken to modify the contract until 30 days after synopsis.

7. Determination of Fair and Reasonable Cost. The Government negotiated fair and reasonable rates for work under this contract and does not anticipate problems in negotiating fair and reasonable rates for each of the projects identified in Paragraph 2.

8. Actions to Remove Barriers to Future Competition. [REDACTED]

[REDACTED] The replacement contract will be procured using full and open competition methods at a value intended to ensure that all known requirements would fit within the dollar limits established at the time of award.

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.

Technical Cognizance:

  
Signature

  
Name (printed)

  
Telephone No.

  
Date

Requirements Cognizance:

  
Signature

  
Name (printed)

  
Telephone No.

  
Date

LEGAL SUFFICIENCY REVIEW

I have determined this Justification is legally sufficient.

  
Signature

  
Name (printed)

  
Telephone No.

  
Date

CONTRACTING OFFICER CERTIFICATION

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

  
Signature

  
Name (printed)

  
Telephone No.

  
Date

JUSTIFICATION AND APPROVAL FOR  
OTHER THAN FULL AND OPEN COMPETITION

COMMANDER, NAVFAC PACIFIC APPROVAL

Upon the basis of the above justification, I hereby approve, the award of the proposed procurement action described herein using other than full and open competition, pursuant to the authority of 10 U.S.C. 2304 (c)(1).

[Redacted Signature]

[Redacted Name]

[Redacted Telephone No.]

[Redacted Date]

Signature

Name (printed)

Telephone No.

Date