

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

1. CONTRACTING ACTIVITY. Architect-Engineer/Construction Contracts Branch, Naval Facilities Engineering Command, Pacific, Joint Base Pearl Harbor Hickam, Hawaii.
2. DESCRIPTION OF THE ACTION BEING APPROVED. Award of a contract on a sole source basis to INK ARCH, LLC for architect-engineer (A-E) services for the completion of design documents for FY14 KNMD14222 C-17 Modernize Hangar 35 Docks 1 and 2 at Joint Base Pearl Harbor Hickam, Hawaii.
3. DESCRIPTION OF SUPPLIES/SERVICES. The contract will require INK ARCH LLC to complete the Design-Bid-Build (DBB) construction package consisting of full plans, specifications, detailed cost estimate, and other engineering services for FY14 KNMD14222 C-17 Modernize Hangar 35 Docks 1 and 2 at Joint Base Pearl Harbor Hickam, Hawaii. The period of performance will be approximately nine months.

INK ARCH LLC was selected as the most highly qualified A-E and subsequently awarded an Indefinite Delivery Indefinite Quantity A-E contract FA5215-07-D-0003 by the 15th Contracting Squadron, Hickam Air Force Base, Hawaii on 17 July 2007. On 31 March 2010, Task Order 5008 was issued to provide full plans, specifications, detailed cost estimate, and other engineering services for FY14 KNMD14222 C-17 Modernize Hangar 35 Docks 1 and 2 at Joint Base Pearl Harbor Hickam, Hawaii. INK ARCH LLC completed 100% of the design documents for the subject project under contract FA5215-07-D-0003, Task Order 5008, in the amount of [REDACTED]. Due to the consolidation of Hickam Air Force Base and Pearl Harbor Naval Station on 1 October 2010, the project was subsequently transferred to NAVFAC Pacific for execution. A modification to the Air Force contract task order could not be issued since the Air Force closed the contract. Since the completion of the 100% design documents, the user requirements changed and Hangar 35 will also be used to house the KC46 aircraft. Therefore, the design would also have to accommodate the wheel loadings of the KC46 aircraft.

This scope of work for the proposed contract includes, but is not limited to, verification of the slab (at the jacking points), door opening and space within the hangar to determine if it can accommodate the KC-46 aircraft, re-evaluating the cost/schedule, confirming the existing design is in accordance to current building codes & government standards/criteria and attend a "design kick-off meeting" with users at Hickam, and post construction award services.

The Air Force has authorized use of Fiscal Year (FY) 13 Planning and Design (P&D) funds.

4. STATUTORY AUTHORITY PERMITTING OTHER THAN FULL AND OPEN COMPETITION. 10 U.S.C. 2304(c)(1) and 2304(d)(1)(B).
5. RATIONALE JUSTIFYING USE OF CITED STATUTORY AUTHORITY. This request is submitted pursuant to the authority of 10 U.S.C. 2304(c)(1) and 2304(d)(1)(B), follow-on contracts for the continued provision of highly specialized services when it is likely that award to

another source would result in substantial duplication of cost to the Government that is not expected to be recovered through competition, as implemented by FAR 6.302-1.

Contract FA5215-07-D-0003 was competed under the Brooks Act procedures and INK ARCH LLC was selected as the most highly qualified. Only INK ARCH LLC, as the original designer of record, understands the basis of its design.

If INK ARCH LLC is not awarded this contract, the Government would incur a substantial duplication of cost for another A-E firm to complete the design and engineering services. A new A-E firm would have to validate INK ARCH LLC design and engineering services in order to assume the responsibility for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished.

It is estimated that an additional [REDACTED] will be required if another A-E is awarded the design services. This additional cost would include the following:

- a. An additional [REDACTED] to complete a review the current design for compliance with the latest Building Codes and Government Standards.
- b. An additional [REDACTED] to perform their own geotechnical investigation, which will include soil borings, soil sampling and completing a geotechnical report.

6. DESCRIPTION OF EFFORTS MADE TO SOLICIT OFFERS FROM AS MANY OFFERORS AS PRACTICABLE. The initial selection of INK ARCH LLC was made through the A-E competitive process. However, in accordance with FAR 6.302-1(d)(2) and 5.201, a synopsis will be published.

7. DETERMINATION OF FAIR AND REASONABLE COST. The estimated cost to complete is [REDACTED]. The Contracting Officer will negotiate direct and overhead rates, as well as the design cost to complete. The Contracting Officer has determined the anticipated cost to the Government of the services covered by this J&A will be fair and reasonable.

8. ACTIONS TO REMOVE BARRIERS TO FUTURE COMPETITION. For the reasons set forth in Paragraph 5, NAVFAC Pacific has no plans at this time to compete future contracts for the types of services covered by this document.

9. ANY OTHER SUPPORTING FACTS. None.

10. LISTING OF INTERESTED SOURCES. Not applicable.

11. ACTION TAKEN TO REMOVE BARRIERS TO COMPETITION. None.

12. STATEMENT OF DELIVERY REQUIREMENTS. The contract will include the required delivery dates.

13. TOTAL ESTIMATED DOLLAR VALUE OF THE ACQUISITION COVERED BY THIS J&A. [REDACTED].

ECHELON III CHIEF OF THE CONTRACTING OFFICE CERTIFICATION

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

[Redacted] Phone No. [Redacted] Date [Redacted]
NAVFAC Pacific

ECHELON III COMMANDER APPROVING OFFICIAL (NFAS 6.304)

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

[Redacted] Phone No. [Redacted] Date [Redacted]
NAVFAC Pacific