



DEPARTMENT OF THE NAVY
NAVAL FACILITIES ENGINEERING COMMAND SOUTHEAST
JACKSONVILLE, FL 32212-0030

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

1. Contracting Activity and Requiring Activity:

The agency is the Department of the Navy. The contracting activity is Naval Facilities Engineering Command Southeast (NAVFAC SE) and the contracting office is Architect Engineering/Contingency Naval Air Station, Jacksonville, Florida.

2. Nature/Description of Action:

NAVFAC SE proposes to issue out of scope modifications to outfit the Fire Station with office furniture and furnishings under the following firm-fixed-price, standalone, construction contracts awarded to Sullivan Land Services:

- N69450-11-C-0064 Gonaives, Haiti – Awarded 18 August 2011, \$675,500.00
- N69450-11-C-0069 Hinche, Haiti – Awarded 5 August 2011, \$1,993,400.49

The Gonaives site consists of a Fire Station; Hinche site an EOC, DRW and Fire Station. All these contracts are in direct support of U.S. Southern Commands Humanitarian Assistance Program.

3. Description of Service Required:

Standard office furniture and furnishings are required to have a complete and usable facility that will meet the needs of those who will occupy the Fire Station. The Fire Station will have furniture and furnishings in the Duty Officer Room, Administration Room, Communication Room, Recreation Room and Training Room, and will include some of the following: desks, chairs, conference tables, filing cabinets, and book shelves. The estimated value of each modification is [REDACTED], for a total of [REDACTED] over two contracts.

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

The statutory authority authorizing other than full and open competition for only one responsible source and no other supplies or services that will satisfy agency requirements is 10 U.S.C. 2304(c)(1) as specified in FAR 6.302-1.

5. Rationale Justifying Use of Cited Statutory Authority.

[REDACTED]
[REDACTED]
[REDACTED] The dynamics of entering and working OCONUS on an

the population living in abject poverty. The dynamics of entering and working OCONUS on an island coupled with highly complex customs processes, licensing requirements and contending with a high crime rate naturally limits competition. However, due to the number of sites and firms currently under contract in Haiti, a semi competitive environment does exist. Further, the Navy needs to have the project completed and outfitted at the same time so that it does not sit vacant once completed. This then requires a coordinated turnover with the Haitian government.

[REDACTED]

- [REDACTED]

- b. Cost Benefit: Award to any other source would result in duplication of cost and efforts by the Government that would not be recovered through using Naval Supply Systems Command (NAVSUP) suite of Blanket Purchase Agreement (BPA) sourced furniture and furnishings via normal competition. Full performance and start-up costs for any other source other than Sullivan would require additional time, equipment, and personnel by NAVFAC SE to be able to procure the required furniture and furnishings from Port-Au-Prince to Gonavies and Hinche, Haiti. In addition, Sullivan is currently mobilized at these sites and they are willing and capable of successfully meeting this requirement with the least amount of impact to the current schedule and overall mission. Coupled with their familiarity of third world environments and their ability to navigate the existing local Government processes and complex working conditions in Haiti, Sullivan poses the least amount of inherent risk to the Government. The hiring of a another entity to provide the furniture would result in the buildings sitting vacant and susceptible to damage by the public which would result in additional time and duplicate funds to restore

the buildings. Therefore, it is in the best interest of the Government to allow the current contractor (Sullivan) to source and provide the furniture and furnishings as the one responsible source, due to their familiarity and knowledge of the customs processes, logistical challenges, and third world working conditions in order to maintain continuity of the BODs for these contracts.

c. [REDACTED]

FAR 6.302-1(a)(2) states: “When the supplies or services required by the agency are available from only one reasonable source, or for DoD, NASA, and the Coast Guard, from only one or a limited number of responsible sources, and no other type of supplies or services will satisfy agency requirements, full and open competition need not be provided for.”

6. Description of Efforts Made to Solicit Offers from as Many Offerors as Practicable.

This requirement will be synopsised in accordance with FAR 5.201 as the original OCONUS requirement was not synopsised per FAR 5.202 (a)(12). Due to the unique qualifications of the contractor and their current experience of work in Haiti, the Government has no choice but to limit competition in order to avoid duplication of cost and efforts in order to avoid unacceptable delays.

7. Determination of Fair and Reasonable Cost.

The Contracting Officer shall determine that anticipated costs of the proposed modification will be fair and reasonable based on price analysis techniques described in FAR Part 15 and historical data from GSA pricing schedules. In addition, we will have numerous sites and pricing from other contractors in order to support our pre-negotiated position.

8. Actions to Remove Barriers to Future Competition.

The proposed action will be synopsised on the Governmentwide Point of Entry (GPE) as sole source to Sullivan Land Services upon approval of this justification and approval, since the work is being awarded and performed OCONUS. No additional market research was conducted, for the reasons discussed in section 5. GSA pricing and history of previous procurements was determined sufficient to establish our cost basis.