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

1. Identification of Contracting Activity.

The requiring activity is Commander Navy Region Southeast. The contracting activity is Navy Supply Systems Command (NAVSUP), Fleet Logistics Center (FLC), Jacksonville, FL.

2. Description of the Action Being Approved.

Request approval to extend Contract N68836-15-P-0627 with Munilla Construction Management, LLC to continue providing port operations support services at the U.S. Naval Station, Guantanamo Bay, Cuba (NSGB). The contract will be modified to add a three (3) months extension from 1 March 2017 through 31 May 2017.

3. Description of Supplies/Services.

The extension will provide for continuation of port operations and boat maintenance services for NSGB. The services under this contract include operation of multiple watercraft and boats and related maintenance services, port operations, and waterfront administration in support of U.S. Naval Station, Guantanamo Bay, Cuba. The total for the three months extension is $1,064,940.12.

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

Under the authority of 10 U.S.C 2304(c)(2) or 41 U.S.C. 3304 (a)(2), when the agency's need for the supplies or services is of such and unusual and compelling urgency that the Government would be seriously injured unless the agency is permitted to limit the number of sources from which it solicits bids or proposals, full and open competition need not be provided for as implemented in FAR 6.302-2(a)(2).

5. Rationale Justifying Use of Cited Statutory Authority.

These services are currently being performed under Contract N68836-15-P-0627 and the period of performance expires on 28 February 2017. A follow-on contract, N68836-17-C-0001, was competitively awarded to Seaward Services, Inc. (Seaward) on 27 October 2016 to provide Port Operations Support Services for U. S. Naval Station, Guantanamo Bay, Cuba (NSGB). On 4 November 2016, MCM filed a protest with the Government Accountability Office (GAO) and Seaward was issued a stop work order. GAO dismissed MCM's protest on 14 December 2016. Seaward's stop work order was cancelled on 15 December 2016. Seaward was directed to resume all phase-in activities to provide a Transition Period from 1 January 2017 through 31 January 2017 to assume full responsibility of contract performance on 1 February 2017. On 16 December 2016, MCM submitted a Pre-Filing Bid Protest Notice to the U. S. Court of Federal Claims (USCOFC) and filed a post-award bid protest with the USCOFC on 22 December 2016. The USCOFC denied MCM's post-award bid protest on 31 January 2017. Seaward performed transition activities with MCM from 1-31 January 2017 to assume full responsibility of contract performance on 1 February 2017. At the start of the contract, Mr. William Annand, President, Seaward Services, Inc. confirmed with the Contracting Officer that Seaward could not perform the contract due to their inability to hire the 65 incumbent Foreign National employees that they intended to staff the contract with. Consequently, Seaward was issued a Stop Work Order and a Cure Notice on 1 February 2017. Due to the critical need to sustain port operations and ensure continuity of these services, the Contracting Officer exercised the remaining one-month option period under Contract N68836-15-P-0627. Extending contract coverage was vital to mission accomplishment as the the supply barge, a fuel tanker and two (2) other vessels were scheduled to make port the morning of 1 February 2017. Both vessels had follow-on

commitments, strict timelines to meet and were low on fuel. The ship movements were postponed four (4) times and could no longer be delayed by the NSGB Port Operations Officer.

In response to the Cure Notice, Seaward proposed a 90 day plan of action and milestones (POA&M) to begin full performance of the contract. The process to recruit employees from the Philippines, obtain base clearance access, confirm housing at this remote location, and certify the FN employees as Tugmasters and Craftmasters in accordance with U. S. Navy personnel qualification standards (PQS) will take up to 90 days. A bridge contract will provide for continuation of port operations and boat maintenance services for NSGB until Seaward can assume full responsibility of contract performance on 1 June 2017.

These services are vital to the Government due to the critical operational needs of NSGB and must be continued without interruption. If a bridge contract is not in place, the break in service would not only cause a major disruption to the daily NSGB operations, but the Joint Task Force detainee functions, as well as the Office of Military Commissions which is in charge of the detainee trial process. Lack of transportation between the Leeward and Windward sides of the base will prevent personnel from getting back and forth to work, and vehicles and equipment from being transported to both sides of the base. It will also prevent a community of more than 5,000 personnel to be transported to the only airfield on the Leeward side of the base; in which multiple military and commercial flights occur each week. The airfield is also a vital supply hub for the commissary (fresh fruits and vegetables), mail, and the U.S. Marine Corps Guard turnover of watch towers on the fence line. Lack of continuous service will also affect inbound and outbound shipping (military and civilian), delay resupply through the sea port, and hamper SOUTHCOM and NAVSOUTH operations and patrols. Lastly, failure to continue these services under a bridge contract will delay maintenance repairs to 22 service craft and oil spill response vessels. Delayed maintenance and emergent repairs to Harbor Patrol Units will negatively affect NSGB's Antiterrorism and Force Protection (ATFP) posture.

The incumbent contractor, Munilla Construction Management, LLC has all of the required resources in place, the technical expertise to perform the work on-site, and is willing to continue to provide port operations support services to NSGB for an additional three (3) months.

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

Contract N68836-17-C-0001 was competitively awarded to Seaward Services, Inc. The Contracting Officer's Representative and the Commander, Navy Region Southeast's Deputy Port Operations Director have evaluated Seaward's response to the Cure Notice and have made recommendations to the Contracting Officer. Based on the end user's evaluation and recommendations, the Contracting Officer has a reasonable expectation that Seaward will be able to staff the contract to perform all of the requirements of the Performance Work Statement and resume full performance of Contract N68836-17-C-0001 on 1 June 2017.

7. Determination of Fair and Reasonable Cost.

The Contracting Officer shall ensure that all services covered by this J&A are procured at a fair and reasonable price. All CLINs added to the contract will be priced at the same daily rates specified in the contract under the last Option Period. The daily rates under the contract were determined fair and reasonable at the time of contract award in accordance with FAR 13.106-3(a)(2)(ii), comparison of the proposed price with prices found reasonable on previous purchases; FAR 13.106-3(a)(2)(iv), comparison of the proposed price with similar items in a related industry, and FAR 13.106-3(a)(2)(vi), comparison of the proposed price with the independent Government estimate (IGE).

8. Actions to Remove Barriers to Future Competition.

Contract N68836-17-C-0001 was competitively awarded to Seaward Services, Inc. The procurement was conducted using full and open competition.

9. CONTRACTING POINT OF CONTACT.

The point of contact is Contract Specialist, Elaine Florence who can be reached at (904) 542-1657 or email at elaine.florence@navy.mil.

J&A Number: 17-018

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)	Phone No.	Date
	Robert E. Nowotny	904-542-0954	21 FEB 2017

LEGAL SUFFICIENCY REVIEW

I have determined this Justification is legally sufficient.

Signature	Name (Printed)	Phone No.	Date
	DAVID B COOK	904-542-5185	22 Feb 17

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 $700K, the Contracting Officer's signature below also represents approval of the J&A/LSJ.

Signature	Name (Printed)	Phone No.	Date
	Darryl Baldwin	904-542-0227	21 Feb 2017

CONTRACTING ACTIVITY COMPETITION ADVOCATE REVIEW

To the extent that the J&A/LSJ value is between $700K and $13.5M, the Competition Advocate's signature below also represents approval of the J&A/LSJ.

Signature	Name (Printed)	Phone No.	Date
	Bethany German	(904)542-1152	2/22/17