

**National Aeronautics and Space Administration  
Ames Research Center  
Moffett Field, California 94035-0001**

**Justification for Other than Full and Open Competition  
[FAR 6.303-2(b)]**

**Summary Information:**

Initiating Office:	NASA Ames Research Center Acquisition Division – Code JAC
Purchase Request No.:	N/A
Procurement Title:	Environmental Support Services
Total Estimated Value:	“FOIA Ex. 5”
Period of Performance:	September 1, 2012 through August 31, 2013 (including options)
Statutory Authority: [FAR 6.303-2(b)(4)]	10 USC 2304(c)(1), <i>Only One Responsible Source and No Other Supplies or Services Will Satisfy Agency Requirements</i>

This Justification for other than full and open competition has been prepared in accordance with the requirements of Federal Acquisition Regulation (FAR) [6.303](#) and NASA FAR Supplement (NFS) [1806.303](#).

**Detailed Information:**

**A. Nature and/or description of the action being approved. [FAR 6.303-2(b)(2)]**

NASA Ames Research Center (ARC or Center) proposes to negotiate a sole source contract modification to contract NNA05AC42C (the Contract) with Integrated Science Solutions, Inc. (ISSi) to extend the period of performance for a maximum of twelve (12) months, consisting of a four (4) month base (September 1, 2012 to December 31, 2012) and eight(8) one-month options (January 1, 2013 through August 31, 2013) pending the US Government Accountability Office's (GAO) decision on a protest received on July 6, 2012 against the anticipated award to the follow-on procurement for the subject contract entitled Safety, Environmental, and Medical Support Services (SEMSS). The 4-month base period is intended to cover the 100-day period during which GAO will issue its decision, contract award, and 45-day phase in period. The eight (8) one-month options will only be used if the protest is sustained, to allow time for implementation of GAO's decision/recommendation, contract award, and phase-in activities, as needed.

The total performance period of the Contract, inclusive of all options and with this twelve-month extension, will be eight years and seven months. Pursuant to Procurement Information Circular (PIC) 00-22, *Class Deviation-Five Year Term of Contract*, a Request for Deviation was submitted to NASA Headquarters and is pending approval.

**B. Description of the supplies or services required to meet the agency's needs (including estimated value). [FAR 6.303-2(b)(3)]**

The Contract provides for the following mission critical support environmental services: Environment compliance & Hazardous Waste management; Pollution Prevention & Sustainability; Wildlife & Habitat Conservation & NEPA compliance; Site Investigation and Restoration; and Environmental Management systems.

The Government's cost estimate for the twelve-month extension is "FOIA Ex. 5", which is based on historical costs from the performance of environmental requirements over the last year. The Contract is a Cost Plus Fixed Fee (CPFF) with a maximum value of "FOIA Ex. 5". Of the total contract maximum value, "FOIA Ex. 5" remains available. Therefore, there is sufficient value remaining on the contract to cover this extension and no additional contract value is required.

The Contract currently supports critical projects such as: Human Exploration Telerobotics project; Hangar 1 siding removal project; ArcJet consolidation project; project to retrofit Ames' 44-passenger bus to meet the CARB On-Road Heavy Duty Diesel Vehicle Regulation; air quality control to comply with the EPA's RICE (Reciprocating Internal Combustion Engines) NESHAP (National Emission Standards for Hazardous Air Pollutants) for the two prime diesel generators used at the Unitary Wind Tunnels; development of air sampling plan for sampling of hydrocarbon for establishing a baseline prior to the Bay View construction activities; Groundwater Reuse project; and the U.S. Navy Site 25 project.

**C. An identification of the statutory authority permitting other than full and open competition. [FAR 6.303-2(b)(4)]**

The statutory authority for this procurement is 10 USC 2304(c)(1), *Only One Responsible Source and No Other Supplies or Services Will Satisfy Agency Requirements*.

**D. Demonstration of the proposed contractor's unique qualification or the nature of the acquisition requires use of the authority cited. [FAR 6.303-2(b)(5)]**

In accordance with FAR 6.302-1(a)(2)(iii), for DoD, NASA, and the Coast Guard, services may be deemed to be available only from the original source in the case of follow-on contracts for the continued provision of highly specialized services when it is likely that award to any other source would result in substantial duplication of cost to the Government that is not expected to be recovered through competition, or unacceptable delays in fulfilling the agency's requirements.

The additional twelve-month (maximum) extension to the Contract is necessary to provide coverage of highly specialized, mission critical environmental services pending GAO's decision on a protest to the follow-on procurement (SEMSS). These services support atmospheric research, scientific experiments, and studies of planetary atmospheres, requiring unique combinations of chemicals and cohabitation of endangered and threatened species on a facility with an active airfield. If these requirements were acquired via a separate competition for a separate maximum twelve-month contract, rather than the proposed extension, the result would be a substantial duplication of costs to the Government that would not be recovered. This duplication of costs would include not only the costs associated with competing a separate procurement for the extension period, but also the costs associated with phase-in activities for

## Justification for Other than Full and Open Competition

the separate maximum twelve-month contract to ensure that the new, possibly different, contractor has proper knowledge of required works to support ARC environmental requirements. Hence, a four month extension (with eight one-month options), rather than a new procurement for a maximum twelve-month contract, is the only cost-effective and reasonable approach and in the best interest of ARC in the present situation.

Further, the proposed extension to the Contract is necessary for the Center's ability to obtain timely environmental support services to ensure compliance with Federal, State, and local environmental laws, regulations, and policies of ARC. These delays could well result in fines to the Center for noncompliance or failure to adhere to regulatory Federal, State, and OSHA requirements and provide environmental assurance for on-going research efforts by Center organizations. A new procurement for obtaining these services will result in unacceptable delays and a possible lapse environmental support services.

A lapse in services would be detrimental to the services such as submission of timely reports and findings to regulatory agencies, and shipment of hazardous waste off the Center within the required time frame. Lack of compliance with certain regulatory requirements may result in potential closure of the Center by the Department of Public Health. If any ARC coverage or compliance requirements lapse, certain regulatory agencies might issue cease and desist orders, and the Center would potentially be subjected to substantial late fees and fines. Further, the Center would not be able to oversee tenant and Resident Agency permit and lease terms, or provide technical advice to protect NASA's facilities and interests.

**E. Description of efforts made to ensure that offers are solicited from as many potential sources as is practicable, including whether a notice was or will be publicized as required by [FAR Subpart 5.2](#) and, if not, which exception under [5.202](#) applies. [FAR 6.303-2(b)(6)]**

On July 23, 2012, a synopsis was posted on the NASA Acquisition Internet Service (NAIS) and the Federal Business Opportunities Portal (FedBizOpps) to inform the public of NASA's intent to extend the Contract NNA05AC42C with ISSi, in order to continue performance. The synopsis provided instructions for interested organizations to submit capabilities and qualifications to perform the effort to the Contracting Officer. The synopsis was closed on July 30, 2012 and the Center did not receive any responses. .

**F. A determination by the Contracting Officer that the anticipated cost to the Government will be fair and reasonable. [FAR 6.303-2(b)(7)]**

The Contracting Officer's signature on this document indicates that the Contracting Officer has determined that the anticipated cost to the Government will be fair and reasonable. Prior to execution of the contractual instrument, a proposal analysis will be performed in accordance with FAR 15.404. The proposal analysis will ensure that the final agreed-to price for the contract extension is fair and reasonable. Analysis will include cost and price evaluation techniques. Pre-negotiation objectives will be prepared prior to the initiation of negotiations and will be approved in accordance with [FAR 15.406](#) prior to the conduct of negotiations.

**G. Description of the market research conducted and the results or a statement of the reason market research was not conducted. [FAR 6.303-2(b)(8)]**

A synopsis was posted in NAIS and FedBizOpps as stated in paragraph E above and no interested parties responded. Although there is a possibility that there may be other sources capable to provide these services for a maximum twelve-month period, awarding a four month base period contract with eight one-month option periods to another contractor at the same time the GAO is considering a protest on the pending award of the follow-on contract would result in substantial duplication of cost to the Government that is not expected to be recovered through competition of the extension as well as unacceptable delays in fulfilling ARC's critical requirements.

**H. Any other facts supporting the use of other than full and open competition. [FAR 6.303-2(b)(9)]**

The current contractor, ISSi, is considered the only capable contractor that can meet ARC's needs during the protest period and pending award of the follow on contract. . Additionally, competing the requirement for a period of up to twelve months would not be possible since the Contract expires on August 31, 2012, and the Center requires uninterrupted environmental support services.

The Contractor, ISSi, has received "Excellent" ratings since the contract award date of February 4, 2005 through March 3, 2012 in terms of Technical, Schedule, Cost Control, Management, and Safety. Extension of the Contract will minimize risk to mission cost, schedule, and performance from non-compliance and facilitate a smooth transition of contractor functions and equipment.

**I. Listing of the sources, if any, that expressed, in writing, an interest in the acquisition. [FAR 6.303-2(b)(10)]**

No other source responded to the synopsis as stated in paragraph E above.

**J. Statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required. [FAR 6.303-2(b)(11)]**

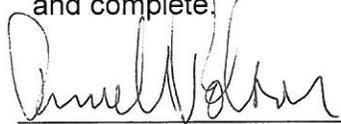
As noted above, this extension to the Contract is required as a result of the receipt of a protest to GAO against the anticipated award of the competitively awarded SEMSS contract. The follow on procurement was and is expected to be competed consistent with procurement policies and regulations. Therefore, there are no actions the agency needs to take to remove or overcome any barriers to competition before services can commence after award of the follow-on contract.

For the aforementioned reasons, extending the Contract with ISSi is the only reasonable alternative for the Government to ensure the continuation of these highly specialized environmental services, and to prevent substantial duplication of cost and unacceptable delays in fulfilling ARC's requirements.

**Signature Page**

**Requirement Initiator:**  
*Russell R. Roberson*  
COTR

I certify that the facts presented in this justification are accurate and complete.

  
\_\_\_\_\_  
Signature

*7/30/2012*  
\_\_\_\_\_  
Date

**Contracting Officer:**  
*Ronnee R. González*

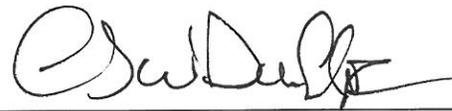
I hereby determine that the anticipated cost to the Government will be fair and reasonable and certify that this justification is accurate and complete to the best of my knowledge and belief. [FAR 6.303-2(b)(12)]

  
\_\_\_\_\_  
Signature

*7/30/12*  
\_\_\_\_\_  
Date

**CONCURRENCE:**

**Directorate Manager:**  
*Charles W. Duff*  
Director, Center Operations

  
\_\_\_\_\_  
Signature

*8/5/12*  
\_\_\_\_\_  
Date

**Procurement Officer:** *for*  
*Kelly G. Kaplan*

  
\_\_\_\_\_  
Signature

*8/3/2012*  
\_\_\_\_\_  
Date

**Center Competition Advocate:**  
*Lewis S.G. Braxton III*  
ARC Deputy Director

  
\_\_\_\_\_  
Signature

*8/23/2012*  
\_\_\_\_\_  
Date

cc (after approval):  
JAC Admin Asst: 241-1