

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
GEORGE C. MARSHALL SPACE FLIGHT CENTER

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION (JOFOC)
PURSUANT TO TITLE 10 U.S.C. 2304 (C) (1)

1. This document is a Justification for Other Than Full and Open Competition (JOFOC) prepared by the NASA Marshall Space Flight Center (MSFC) in accordance with Federal Acquisition Regulation (FAR) Part 6.3, Other Than Full and Open Competition, and NASA FAR Supplement (NFS) Part 1806.3, Other Than Full and Open Competition.
2. This justification provides the rationale for contracting by other than full and open competition with CH2M Hill, Inc. (CH2M) under contract NNM10AA17C (Indefinite Delivery/Indefinite Quantity contract) for the continuation of Architect/Engineer (A/E) Environmental Engineering and Occupational Health Services at Santa Susana Field Laboratory (SSFL) located in Ventura County, California; MSFC located in Huntsville, Alabama; and other NASA installations. CH2M presently provides environmental compliance, monitoring, and restoration services at SSFL and MSFC through May 31, 2015, at a contract value of \$47.5M. Technical and underground site conditions have caused the environmental cleanups at SSFL and MSFC to be more complex than anticipated by NASA. Also, the regulatory agencies, (i.e., the United States Environmental Protection Agency (EPA) and California Department of Toxic Substances Control (DTSC)) have mandated cleanup standards which are much more intense than originally anticipated by NASA. NASA is subject to legally enforceable DTSC Consent Orders at SSFL requiring completion of initial key elements of the SSFL cleanup by 2017, with additional related requirements to be completed within the year following the primary 2017 completion date. In addition to the requirement to meet the 2017 deadline, there are numerous interim compliance dates which NASA must meet to avoid stipulated penalties and enforcement action by DTSC. A similarly enforceable Federal Facility Agreement (FFA) exists between the EPA and NASA for MSFC. MSFC is currently in the process of finalizing Remedial Investigations and implementing Remedial Actions at multiple Operable Units. Severe penalties are associated with any failure to meet the schedules at the two Centers, i.e., \$50,000 per month for SSFL and MSFC. In addition, the cleanup effort at SSFL is closely scrutinized by the national and local media, and any delays would have very negative public relations consequences for NASA. These ongoing efforts will cause the current spending rate under the contract to exceed the current contract value by no later than September 2014, eight months prior to contract expiration. MSFC wishes to negotiate with CH2M under contract NNM10AA17C only for environmental services at MSFC, SSFL and other NASA installations. This negotiation is for an increase in the contract value by \$14M through the current contract end date of May 31, 2015, resulting in a total contract value of \$61.5M.

3. The A/E contract provides professional engineering, professionals with experience in Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) or Resource Conservation and Recovery Act (RCRA) investigation/clean-up, natural resources specialists, cultural resources specialists, chemists, risk assessors, community relations specialists, hydrogeologists, regulatory compliance and remediation services needed to maintain compliance with state and federal environmental regulations and respond to legally enforceable Federal Facilities Agreement with EPA and the Alabama Department of Environmental Management and Consent Orders signed with DTSC.
4. This recommendation is made pursuant to FAR Part 6.302-1, which implements the authority of 10 U.S.C. Sec. 2304(c)(1) when an agency's need for supplies or services are available from only one responsible source that will satisfy Agency requirements and also 10 U.S.C. Sec. 2304(d)(1)(B), to prevent unacceptable delays in fulfilling the agency's requirements. This authority is based upon the orders below for continuation of work performed by CH2M under the current contract.
5. The public's best interest is served by CH2M continuing to provide A/E Environmental Engineering and Occupational Health Services under the current contract. For approximately 50 years, the SSFL was utilized for the development, test and validation of various fuels and solvents. These fuels and solvents were used to test and maintain the propulsion systems and testing facilities which have over the years collected in the ground water and caused contamination. Federal and State environmental laws require remediation of the affected areas followed by a period of monitoring. California law requires that remediation be sustained, without cessation, through completion. The required EPA and DTSC schedules are extremely challenging, with many interrelated components which are being managed by CH2M in order to achieve the interim and final deadlines. The schedules are achievable with no impacts to the presently planned and ongoing work being performed by CH2M, but there is significant risk that the schedule will not be met should there be a disruption in the services CH2M is providing or if a contract transition occurs prior to NASA satisfying the cleanup requirements. While other firms may have the technical capability to perform the SSFL and MSFC remediation services, award to any contractor other than CH2M would cause NASA to incur unacceptable risk in meeting the mandated SSFL and MSFC cleanup schedules. Also, contracting with any other source will likely result in significant inefficiencies because another source would find it necessary to closely coordinate with CH2M personnel intimately familiar with the work at SSFL and MSFC in order to accomplish the effort albeit, even then, at a slower pace. CH2M staff possesses the support contractor institutional knowledge and expertise related to the basis for the cleanups at SSFL and MSFC. In addition, the contractor possesses significant credibility with the regulators and public at the two centers related to these cleanups. It is critical that this expertise and experience be retained, particularly at this phase of the cleanup schedule when most of the engineering and planning decisions which will influence NASA's final costs are being made. The contractor's staff who possesses this expertise and experience is not onsite to deliver the project; rather, they are physically based and work from multiple offsite locations, most outside of the Huntsville, Alabama area. It is likely that, should this highly critical effort be transitioned to another support contractor, most or all of the

staff will not be available to transition to another contractor and continue work on this effort. Thus the institutional and site knowledge will be lost and NASA will be unable to meet its legal cleanup obligations within the mandated schedule. This effort will provide for an effective continuation of contract NNM10AA17C without posing untenable risks to NASA.

6. Pursuant to NASA FAR Supplement Part 1804.570, this proposed action will be published on the NASA Acquisition Internet Services (NAIS) and pursuant to FAR Part 5.201, this proposed action will be synopsisized in the Federal Business Opportunities (FBO). Due to the liability associated with performance, CH2M is the only party who can provide A/E Environmental Engineering and Occupational Health Services at SSFL and MSFC. Maintaining contract continuity with CH2M is the most cost effective and efficient method of ensuring that the MSFC and SSFL clean-up continues as required by law.
7. The CH2M contract is a competitively awarded Firm Fixed Price (FFP) contract with work authorized by individual Task Orders utilizing fully burdened labor rates that were negotiated for the base and all option years of the contract to prepare their proposals. Frequently Purchased Services for MSFC and SSFL were also negotiated for the base and all option years of the contract to prepare their proposals. CH2M provides a Task Order proposal based on the scope of work, project schedule or other factors that the Government deems pertinent. CH2M's proposal includes a detailed pricing, period of performance and any other information required by the scope of work. Each Task Order proposal is evaluated by the Government and negotiated with the contractor prior to issuance of the individual task orders. A determination by the Contracting Officer that the anticipated cost of that individual task is fair and reasonable is required in order for the Government to award a task order. In addition, the contractual historical data reflects that the estimated costs to the Government have been fair and reasonable.
8. An informal review of the market revealed that there is no source capable of immediately providing the critical A/E Environmental Engineering and Occupational Health Services at SSFL and MSFC to ensure mission critical goals are met in a safe, reliable and timely manner.
9. The current phase of the cleanup efforts at SSFL and MSFC are presently in such a tenuous state that any impact to the ongoing efforts and any disruption to those efforts would cause the Government to incur untenable risk.
10. Pursuant to FAR Part 5.201, this proposed contract action will be synopsisized in the Federal Business Opportunities, and pursuant to NFS Part 1804.570, this proposed contract action will be published on the NASA Acquisition Internet Services (NAIS). The results received in writing will be added to this document by addendum.
11. There are no known actions which the Agency may take to remove or overcome barriers to competition before any subsequent acquisition for supplies or services required.

For the above reasons, full and open competition is not feasible. Therefore, purchase of the supplies or services from CH2M is the only practical approach.

I hereby certify the facts in this justification and any supporting data used for this justification are accurate and complete to the best of my knowledge.

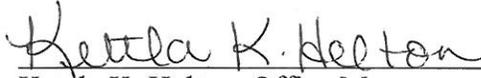
Edward H. Kiessling

Edward H. Kiessling
Manager, Environmental Engineering and
Occupational Health

10/7/2014

Date

I hereby certify that the above justification is complete and accurate to the best of my knowledge and belief. In addition, I hereby determine that the anticipated cost to the Government will be fair and reasonable.



Ketela K. Helton, Office Manager
Institutional Support Office

10/14/14
Date

Concurrence: 

Kim E. Whitson
MSFC Procurement Officer

10/16/14
Date

Approved: 

L. Dale Thomas
MSFC Center Competition Advocate

Oct. 20, 14
Date