

**DEPARTMENT OF THE TREASURY
 JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION
 (JOFOC)**

I recommend that the U.S. DEPARTMENT OF THE TREASURY use other than full and open competition for the acquisition of the following supplies or services. If this acquisition is to be made with only one source or a limited number of sources, negotiations will be conducted with the indicated proposed supplier(s):

1. DESCRIPTION OF SUPPLIES OR SERVICES

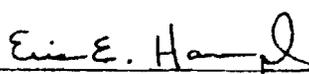
The United States Department of the Treasury (Treasury) has a long term management need for contractor support services to provide for the pre-seizure analyses, secured custody, inventory management, protective maintenance, pre-sale title analyses, and the economical sales or other forms of disposition of seized, forfeited, and/or blocked. real property through the use of a nationwide contract operational in all 50 states, District of Columbia, and all United States (U.S.) Territories and includes similar services for specifically identified real property that may be located internationally (a.k.a. outside the 50 states within the U.S, the District of Columbia and U.S. territories). The law enforcement agencies participating in the Treasury Forfeiture Fund as "users" of these services include), U.S. Immigration and Customs Enforcement (ICE), U.S. Secret Service (USSS), and the Internal Revenue Service-Criminal Investigation (IRS-CI).

The U.S. Department of the Treasury has contracted with private industry since 1985 for these services and Treasury Executive Office of Asset Forfeiture (TEOAF) has been the administrator of the Real Property contract since its inception. The current contract for Real Property (TOS0516) was awarded on June 1, 2001, with a period of performance consisting of: a four-month transition period, a one-year base period, and option periods totaling eight years and seven months. The Government invoked the six-month extension clause in May 2011, which is set to expire on November 30, 2011. This proposed sole source bridge contract will ensure continuity of the comprehensive services 24 hours per day/365 days per year for the management of seized and forfeited Real property nationwide. The period of the performance of the bridge contract will be six months (December 1, 2011-May 31, 2012), consisting of a three-month base period and three one-month option periods. This period will cover time of expiration of the current contract until a new contract is awarded and full performance is achieved by the new contractor.

<p>2. REQUISITION NO.</p> <p>RQ-100503</p>	<p>4. NAME(S) OF PROPOSED SOURCE(S)</p> <p>URS</p>
<p>3. COST ESTIMATE</p> <p>\$3,664,117</p>	<p>10687 Gaskins Way, Suite 101 Manassas, VA 20109</p>

REQUESTING OFFICE CERTIFICATION

I certify that the attached justification is accurate, and contains complete data necessary to support the recommendation for other than full and open competition.

5. REQUESTING OFFICE REPRESENTATIVE (Name & Title)	<i>(Signature)</i>	<i>(Phone No.)</i>	<i>(Date)</i>
Eric E. Hampl, Director, TEOAF		(202) 622-2568	11/18/2011

SMALL BUSINESS CERTIFICATION

I have conducted a search of vendor files, Central Contractor Registration (CCR), and the SBA's Dynamic Small Business Search under the CCR System to locate potential offerors for this procurement. If any were found, a list is attached.

6. SMALL BUSINESS SPECIALIST (Name and Title)	<i>(Signature)</i>	<i>(Phone No.)</i>	<i>(Date)</i>
Latonya D. Richardson	711NB <small>Digitally signed by 711NB DN: cn=711NB, email=Mary.G. McKinzie@irs.gov Date: 2011.11.28 15:52:41 -05'00'</small>	202-283-6886	

PROCUREMENT OFFICE CERTIFICATION

> This requirement will, [] will not, provide for a bridge contract

I certify that this submission is accurate, and that it contains complete information necessary to enable Approving Officials to make an informed recommendation for approval or disapproval.

7. ASSIGNED CONTRACTING OFFICER (Name)	<i>(Signature)</i>	<i>(Phone No.)</i>	<i>(Date)</i>
Michael G. Purnell		202-283-2865	11/22/2011

Before requesting this procurement, state one statutory authority for this procurement to be conducted under "other than full and open competition" procedures. Provide narrative justification associated with the respective state authority in block number 15.

THE COMPETITION IN CONTRACTING ACT OF 1984 (P.L. 98-369)

(place "X" in appropriate box)

8.	41 USC 253(c)(1) – Only one responsible source; or brand name specification
x	This authority shall be used in preference to the Public Interest justification. It shall not be used when any of the other circumstances is applicable. (Explain what makes this contractor the only responsible source i.e., Does this proposed contractor have facilities or equipment that are specialized and vital to the effort? Is the proposed contractor the only one that can meet critical schedules? Does the proposed contractor have prior experience of a highly specialized nature vital to the effort? Why won't any other product or service satisfy the need? What are the unique features of the product that are unavailable in any other brand or product? Why was this particular product and/or vendor chosen? Are these features available in other models? Describe the rationale for the brand name specification. Describe the market survey and analysis efforts leading to this conclusion. In addition, for brand name, indicate that "the use of such descriptions in the acquisition is essential to the Government's requirements, thereby precluding consideration of a product manufactured by another company.")
9.	41 USC 253(c)(2) – Unusual and compelling urgency
	This authority applies in those situations where (1) an unusual and compelling urgency precludes full and open competition, and (2) delay in award of contract would result in serious injury, financial or other, to the Government. (Explain why the agency's need for the supplies or services is of such an unusual and compelling urgency that the Government would be seriously injured unless it limited the number or sources. Solicitation from as many potential sources as is practicable under the circumstances is required.) Note: The total period of performance under this authority is limited to the minimum contract period necessary to

	<p>meet the requirements and to enter into another contract through the use of competitive procedures, and may not exceed one year unless the head of the agency entering into the contract determines that exceptional circumstances apply. The determination is in addition to the approval of the justification.</p>
10.	<p>41 USC 253(c)(3) – Industrial mobilization, engineering, developmental, or research capability; or expert services</p> <p>This authority applies when it is necessary to award the contract to a particular source or sources in order (1) to maintain a facility, producer, manufacturer, or other supplier available for furnishing supplies or services in case of a national emergency or to achieve industrial mobilization, or (2) to establish or maintain an essential engineering, research, or development capability to be provided by an educational or other nonprofit institution or a federally funded research and development center, or (3) to acquire the services of an expert or neutral person for any current or anticipated litigation or dispute. (Does the proposed contractor have facilities and equipment that are vital in the event of a national emergency? Is the proposed contract to maintain properly balanced sources of supply for meeting the requirements of acquisition of programs in the interest of industrial mobilization? Is the proposed contract to create or maintain the required domestic capability for production of critical supplies by limiting competition to items manufactured in the United States or the United States and Canada?)</p>

11.	<p>41 USC 253(c)(4) – International agreement</p> <p>This authority may be used when the acquisition is to be reimbursed by a foreign country that requires the product to be obtained from a particular firm as specified in official written direction such as a Letter of Offer and Acceptance; or, when services are to be performed, or supplies are to be used in the sovereign territory of another country and the terms of a treaty or agreement specify or limit the sources to be solicited. (Cite the international agreement or treaty between the United States and the foreign government or international organization that precludes full and open competition. Provide the written directions of the foreign government reimbursing the agency for the cost of the acquisition, which preclude full and open competition.)</p>
12.	<p>41 USC 253(c)(5) – Authorized or required by statute</p> <p>This authority may be used when a statute expressly authorizes or requires that the acquisition be made through another agency or from a specified source or the agency's need is for a brand name commercial item for authorized resale. (Cite the authority that expressly authorizes that the acquisition be made through another agency or from a specified source, and attach a copy of the statute.) Note: While this statutory exception includes the small disadvantaged business 8(a) set-aside program, a JOFOP is not required for this type of procurement unless the amount exceeds \$20 million.</p>
13.	<p>41 USC 253(c)(6) – National Security</p> <p>This authority may be used for any acquisition when disclosure of the Government's needs would compromise national security. It will not be used merely because the acquisition is classified, or merely because access to classified matter will be necessary to submit a proposal or to perform the contract. (Explain why the disclosure of the Government's needs would compromise the national security or violate security requirements.)</p>
14.	<p>41 USC 253(c)(7) – Public Interest</p> <p>This authority may be used when none of the other authorities above apply. Individual justification, Secretarial approval, and Congressional notification 30 days before award of the contract are required.</p>

15. JUSTIFICATION (ADD PAGES IF NEEDED)

A. DEMONSTRATION THAT THE PROPOSED CONTRACTOR'S UNIQUE QUALIFICATIONS OR THE NATURE OF THE ACQUISITION REQUIRES USE OF THE AUTHORITY CITED.

By its own terms the current contract with URS, will expire on November 30, 2011. Thus on December 1, 2011, the government will be without the necessary services to manage items that have been seized by all of the law enforcement agencies served by the contract. Without a contract or other mechanism in place on December 1, 2011, the government will suffer exceptional harm.

Absent a contract on December 1, 2011, the government will be unable to process seizures or protect the public health, safety, security of the United States and perform other government law enforcement functions. The majority of our law enforcement agencies have no way of identifying or preplanning seizures or the items to be seized. The inability to award a sole source contract would leave the government powerless to protect the public as the agencies have no means to care for, store, maintain, or provide for the necessary safety and security of seized real property. Without a contract in place, law enforcement officers would have to choose between refraining from seizure and attempting to take ad hoc measures to secure the seized real property. Refraining from making a seizure would deprive the United States of both the deterrent effects and the economic benefits of the forfeiture programs. Making a seizure without a contract in place would require the diversion of scarce law enforcement resources from other responsibilities to attempt ad hoc, and possible ineffective, arrangements for property preservation, and to physically secure the property while such arrangements were being made. In addition even if no further seizures were made, officers would have to be diverted from law enforcement duties to secure the valuable real property currently in contractor custody.

Furthermore title to seized property does not vest to the government unless and until the property is legally forfeited. Failure to properly preserve seized real property that will ultimately be remitted would result in substantial hardship to presumptively innocent owners, and cause concomitant injury to public faith in government operations. Such failure could also expose the government to significant liability under the Federal Tort Claims Act.

Only one responsible source and no other supplies or services will satisfy this agency requirement. As previously stated, the current contract with URS expires on November 30, 2011. For the above mentioned reasons, an interim contract with the incumbent contractor is critical to prevent any loss and/or disruption of services to the Department of Treasury and other agency law enforcement efforts throughout the U.S. There is no other source available that will be prepared to accept, maintain, and store property by December 1, 2011.

Only the incumbent can begin performance without a break in service on the day after the current contract expires. A contract with any other contractor must include at least a 90 day transition period, which is considered minimally adequate time to provide for a smooth, transition of property, and automated property records, from one contractor to another. URS is the only contractor that does not require a 90 day transition period for the following reasons:

- URS has current successful background investigation clearances required in order to operate and maintain SEACATS, the system of required records for property management. There can be no downtime related to maintaining data in SEACATS.
- URS has CBP-provided secure cabling and LAN for operation of SEACATS.
- URS can conduct joint property inventory with the seizing agency with minimal disruption.

URS is knowledgeable about all systems associated with the contract and management of the property.

B. DESCRIBE THE EFFORTS TAKEN TO ENSURE OFFERS WERE SOLICITED FROM AS MANY POTENTIAL SOURCES AS IS PRACTICABLE, INCLUDING WHETHER A GPE NOTICE WAS OR WILL BE PUBLISHED AS REQUIRED BY SUBPART 5.2 AND, IF NOT, WHICH EXCEPTION UNDER 5.202 APPLIES.

Not applicable – There is only one responsible source and no other supplies or services will satisfy this agency requirement. As previously stated, the current contract with URS expires on November 30, 2011. An extension of the current contract with the incumbent contractor is critical to prevent any loss and/or disruption of services to the Department of Treasury and other agency law enforcement efforts throughout the U.S. There is no other source available that will be prepared to accept, maintain, and store property by November 30, 2011. A notice of intent to award the sole source extension will be posted on the Federal Business Opportunities website as required by FAR 5.2.

C. DEMONSTRATION THAT THE ANTICIPATED COST TO THE GOVERNMENT WILL BE FAIR AND REASONABLE

The total amount of funding required for the estimated period of 6 months is approximately \$3,664,117. The estimated cost is based on historical negotiated rates.

D. DESCRIBE THE MARKET SURVEY THAT WAS CONDUCTED AND THE RESULTS OF THAT SURVEY. IF ACTIONS WERE TAKEN BY PROCUREMENT PERSONNEL TO SATISFY THIS REQUIREMENT SUCH AS A GPE SOURCES SOUGHT SYNOPSIS, PLEASE SPECIFY.

A market survey was not completed as there are not other sources that can provide the supplies and services within the timeframe necessary to continue services while a new contract is re-competed.

E. DESCRIBE ANY OTHER DOCUMENTATION TO SUPPORT THE JOFOC.

Current Statement of Work.

F. LIST SOURCES, IF ANY, THAT EXPRESSED, IN WRITING, AN INTEREST IN THE ACQUISITION

No sources expressed in writing an interest in the acquisition.

G. LIST THE ACTIONS THE BUREAU WILL TAKE TO PROMOTE THE COMPETITION ON ANY SUBSEQUENT ACQUISITIONS FOR SIMILAR SUPPLIES OR SERVICES

The Department of the Treasury is working on a re-competition of these services to support Treasury and DHS law enforcement activities.

H. STATEMENT THAT REQUIREMENT DOES NOT RESULT FROM A LACK OF PLANNING OR THE EXPIRATION OF FUNDS.

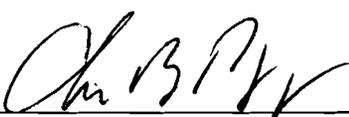
This requirement does not result from a lack of planning or the expiration of funds. Starting in January 2010, TEOAF has worked an aggressive schedule in order to award a contract to handle real property. Treasury has embarked on a re-competition of the real property requirement, with a currently planned award in January 2011. Treasury staff developed a new statement of work and solicitation package to better define its requirement and improve the contract management performance. The new contract will shift the majority of the expected value of the contract work into fixed price task orders, leaving only the highly indefinable portion of the work in cost plus fixed fee task orders. This improvement is expected to help reduce contract management risk, improve the ability to manage scope and any future workload changes. The new statement of work and contract will also make significant strides in improving other aspects of contract administration based on lessons learned.

16. COMPETITION REVIEW BOARD RECOMMENDATION (OPTIONAL)

APPROVE DISAPPROVE

(Name and Title)	(Signature)	(Phone No.)	(Date)
(Name and Title)	(Signature)	(Phone No.)	(Date)

ADDITIONAL APPROVALS

OVER \$650,000	17. BUREAU COMPETITION ADVOCATE (Name & Title) Christopher B. Rodgers Director, Office of Strategic Acquisition Initiatives	<input checked="" type="checkbox"/> APPROVE	(Signature) 	(Phone No.) 202-283-6872
		<input type="checkbox"/> DISAPPROVE		(Date) 29 Nov 2011
OVER \$12.5 MILLION	18. BUREAU HEAD OR SENIOR EXECUTIVE SERVICE DESIGNEE (Name & Title)	<input type="checkbox"/> APPROVE	(Signature)	(Phone No.)
		<input type="checkbox"/> DISAPPROVE		(Date)
OVER \$62.5 MILLION	19. SENIOR PROCUREMENT EXECUTIVE (Name & Title)	<input type="checkbox"/> APPROVE	(Signature)	(Phone No.)
		<input type="checkbox"/> DISAPPROVE		(Date)

NOTE: Each review must be preceded by lower level approval(s), e.g., over \$62.5 million all approvals are required. IN NO CASE WILL AN INDIVIDUAL SIGN MORE THAN ONE APPROVAL LEVEL.

CONTROL # OM 2012-05T