January 17, 2017

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION OVER $150,000

1. This document is a justification for other than full and open competition prepared by the NASA, John F. Kennedy Space Center.

2. **The nature and/or description of the action being approved**
This justification provides the rationale for contracting by other than full and open competition for the acquisition of airfield services at the Shuttle Landing Field operated by Space Florida. These services include use of the airfield and associated support services including the flight and ground operations and their associated systems. These services will be procured as needed pursuant to a Basic Ordering or Purchasing Agreement, for requirements exceeding the services provided to NASA at no charge each year in accordance with the terms of the Property Agreement Between NASA/KSC And Space Florida For The Transfer Of Operations And Management Of The Shuttle Landing Field (hereafter SLF Agreement), Article V. This sole source action is in accordance with 41USC 3304(a)(1) and FAR 6.302-1(b)(ii) as the execution of the aforementioned property agreement results in Space Florida being the only source to supply the use of the flight facilities at the NASA Kennedy Space Center Shuttle Landing Field.

3. **Description of what is being acquired, including the estimated value and period of performance.**
This justification would permit the purchase of launch and landing and other airfield support services at the NASA/KSC Shuttle landing Facility for NASA activities during the next five years, while SPFL is expected to expand and make capital improvements. A FAR based contract will be executed to facilitate the purchase of air Field services from space Florida. The expected performance period is not more than five years with a maximum estimated value of $521,585. This is based upon normal annual operating costs of $74,955 ($120,000 less $45,045 in no cost flight operations provided under the agreement) plus overtime and weekend requirements estimated at $29,362 (180 hours at $163.12/hour for two men needed for operations). The total estimated cost per year is $104,317 ($74,955+29,362) for an estimated five year total of $521,585 without escalation, as the escalation of no cost flight operations is expected to offset the escalation of the represented labor supplied by Space Florida. The SLF Agreement term is for 30 years, subsequent actions may be issued based off of this justification if the initial contract vehicle is for less than five years. Services that may be acquired include:

- Air Traffic Control services (including premium after hours support)
- Aircraft marshalling services
- Aircraft parking
- Ground generator connection and operation
- Ramp rental for aircraft offload
- Airfield (whole and subset) usage for UAS/other operations
- Runway, ramp, tow way, and field usage
- Morpheus hazard field usage
- Aircraft starting cart services

- Fueling of government aircraft (excluding cost of fuel)
- Aircraft LOX loading
- Aircraft GN2 servicing
- T-shelter rental
- AGE shelter
- Aircraft roping services
- Other airfield support

4. **Statutory authority permitting other than full and open competition:**
FAR 6.302-1(a)(iii)(B): Only one responsible source and no other supplies or services will satisfy agency requirements, and 41USC3304(a)(1) - the property or services needed by the executive agency are available from only one responsible source and no other type of property or services will satisfy the needs of the executive agency.

NASA/KSC entered into negotiations with SPFL in 2014 to execute a land-use property agreement to encourage the commercial use of the underutilized SLF, which had no identified program to support. The Agreement was executed on June 22, 2015, granting SPFL sole operational authority and rights of commerce for the SLF in exchange for taking on all Operation and Maintenance (O&M) costs and providing $45,045 in no-cost flight operation services to NASA/KSC to cover the fair market lease value of the property in the first year. For subsequent years the no-cost services are escalated by three percent annually.

5. **A demonstration that the proposed contractor's unique qualifications or the nature of the acquisition requires use of the authority cited:**
The property agreement executed between space Florida and NASA stipulates and grants Space Florida the sole authority to develop and manage the SLF at Kennedy Space Center for the term of SLF Agreement. Therefore, only one source exists that can satisfy Agency requirements.

6. **Description of the efforts made to ensure that offers are solicited from as many potential sources as practicable:**
Space Florida alone may provide/can provide air Field services at the SLF upon the execution of the property agreement. No other sources do or can exist to provide services for use of the SLF and its other airfield properties at NASA's Kennedy Space Center. The other airfields in the area present logistical problems due to aircraft size restrictions, necessity of transportation of goods and people from the airfields increased labor hours, when an alternate airfields may be practicable.

7. **Determination by the Contracting Officer that the anticipated cost to the Government will be fair and reasonable:**
Since SPFL is the only source that can provide your field services at the SLF, the contracting officer performed market research to establish fair market price for similar airfield services. However, some of the airframes routinely using the SLF (AN-124-100, C-5 and T-38s) are peculiar to Governmental airfields. There are no previous contracts for these services, as NASA had operated the SLF from the time its construction until the commencement of the property

agreement with SPFL. To establish fair and reasonable pricing, the cost from other airfields for similar landing and takeoff services for T-38 sized and similar craft as well as large cargo flights, such as 707 and 727 flights, were compared. Space Florida has provided NASA a pricing sheet/menu for air Field services that will be available for purchase by NASA and other entities at the SLF. They have also provided the rationale as to how they came up with this pricing structure. The contracting officer also engaged NASA/KSC technical experts for evaluation of the pricing proposed to establish fairness and reasonableness. They have also provided overtime pricing in support of no cost usage computation.

8. **Description of the market research conducted and the results:**
During the development of the agreement, the finance and technical services branches researched services and similar cost at other airfield in Florida and the NASA has employed for T 38 landing and takeoff. The contracting officer, has also conducted market research to establish market rates, reviewed the technical personnel's data that was collected, and contacted multiple airfields in Florida and reviewed published pricing for airfields that handle the similar type of airfield operations anticipated at the SLF to establish the fair market value.
The cost for the services will be logged and evaluated to ascertain a reasonable range of pricing for the services contemplated at the SLF. The KFC flight operations personnel have been contacted to establish the services which could be reasonably required during the term of agreement. All of the data acquired will be considered in determining reasonable pricing for a contract for airfield services in consideration with volume purchased, safety, security, and logistical considerations.

9. **Other facts supporting the use of other than full and open competition:**
The property agreement executed between NASA and space Florida establishes space Florida as the only source for providing airfield services at the SLF. Currently the only other landing strip near KSC which could possibly be used is the skid strip at the Air Force, which would result in significant transportation costs. The skid strip is currently being decommissioned. The use of any other airport would be cost prohibitive due to transportation costs after landing and would introduce security concerns. Payloads and personnel that come to KSC are often restricted in nature and sensitive. Moreover, it would not be practical to try to affect the level of security that exists on KSC at an external airfield, nor do the Government transportation options exist at external locations. The SLF site alone possesses the capacity, transportation, and minimized public health aspects that are necessary to support NASA KSC flight operations. The proximity of the SLF to processing and operational activities mitigates myriad safety and health concerns.

10. **A listing of sources, if any, that expressed in writing an interest in the acquisition:**
No other sources can provide the services required nor has any other source expressed any interest in this acquisition. The only source for airfield services within the secure perimeter of KSC is at the SLF.

11. **A 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:**
The only possible action that the Agency could take to overcome barriers to competition would be the termination of the agreement. This action would be contrary to the stated goals to foster commercial space enterprise growth.

Justification for Other than Full and Open Competition for
Shuttle Landing Facility Services Basic Ordering Agreement:

Technical Officer: I certify that the supporting data presented in this justification are accurate and complete.

_ORIGINAL SIGNED BY_____ _01/17/2017_
John A. Graves, (Date)
NASA Flight Operations

Contracting Officer: I certify that this justification is accurate and complete to the best of my knowledge and belief.

_ORIGINAL SIGNED BY_____ _01/17/2017_
Phillip C Coffin, (Date)
Contracting Officer