

**JUSTIFICATION AND APPROVAL FOR OTHER THAN FULL AND OPEN
COMPETITION (OVERSEAS CONTRACTING ACTIVITIES)**

PR: 4893350

- 1. I recommend that U.S. Embassy Tel Aviv use other than full and open competition for the acquisition of:** Retainer of legal services.

The estimated cost is: US\$32,500 for the 13 month contract (US\$2,500 per month).

- 2. Nature and/or description of the action being approved:** We regularly require professional legal advice to assist with issues, especially related to local employment law and benefits. Requests for assistance generally require an immediate response and, as a result, approval from L has been received to enter into a retainer agreement (see 15 State 128254).
- 3. A description of the supplies or services required to meet the agency's needs:** Services under the contract would include research and presentation of Israeli law to assist in answering legal questions, telephone and e-mail inquiries, review of documents, and other assistance of a technical/legal nature.
- 4. An identification of the statutory authority permitting other than full and open competition (see below):**

41 USC 253(c)(1) - Only one responsible source.

This authority shall be used in preference to Public Interest. It shall not be used when any one 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? Describe market survey and analysis leading to this conclusion.)

Carmon & Carmon is the only company authorized by the Department (15 State 128254) for the Embassy to place on retainer for legal services. Carmon & Carmon is uniquely qualified to handle issues that affect the Embassy and currently assists with ongoing cases that are impossible to move to another law firm. Previous use of Carmon & Carmon demonstrates their ability to meet our needs and familiarity with USG operations. In addition, Carmon & Carmon has specialized experience related to legal issues involving diplomatic entities. This experience is not common in other law office and is crucial to advising Embassy Tel Aviv on legal obligations and managing USG interests.

- 5. A demonstration that the proposed contractor's unique qualifications or the nature of the acquisition requires use of the authority cited (for sole source acquisitions;**

also required for unusual and compelling urgency where more than one offer will not be solicited):

Carmon & Carmon has worked for the Embassy for more than 5 years. They assist with all aspects of employment law as well as legal obligations related to employee benefits. The experience they have with USG operations as well as the relationship they have established with Embassy Tel Aviv is one that cannot be replaced without a high expense in time and financial resources.

- 6. Any other facts supporting the use of other than full and open competition:** Washington DC has vetted the capabilities of Carmon & Carmon and found the law firm capable of meeting the needs of the Embassy/USG.

CERTIFICATIONS

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

11/19/2015

Date



Name NATASHA NOLLEZZI BURNLEY

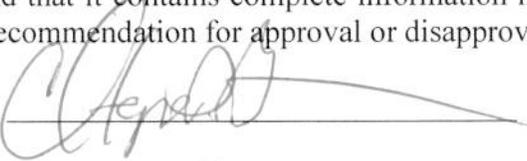
Title HUMAN RESOURCES OFFICER

Requirements Office HR OFFICE

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

20 Nov 15

Date



Contracting Officer

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41 USC 253(c)(2) - Unusual and compelling urgency.

This authority applies to 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