

PERFORMANCE WORK STATEMENT (PWS)
Repair Contract for Various PerkinElmer Laboratory Equipment

1.0 BACKGROUND

1.1 Pearl Harbor Naval Shipyard and Intermediate Maintenance Facility (PHNSY& IMF) is a U.S. Navy regional industrial center that maintains, overhauls, and repairs vessels of the U.S. Navy. Its industrial operations provide U.S. Naval Forces with a wide range of services and resources located on the island of Oahu, Hawaii, with direct and indirect support submarines, surface vessels, and shore based activities in the Pacific.

2.0 SCOPE/OBJECTIVE

2.1 PHNSY&IMF seek a Contractor to perform technical support and on-site repair of Perkin Elmer laboratory equipment, to ensure reliable and uninterrupted testing services for U.S. naval vessels and shorebased commands. The test equipment is a costly asset which provides highly specialized information. Their complexity requires compatible, performance verified parts and technically competent service engineers to maintain optimum performance. Services must be provided in a timely manner, as downtime impacts the mission essential functions of U.S. naval vessels and shore-based commands.

2.2 Equipment

2.2.1 One (1) AS90 Flame Autosampler, S/N: 3593

2.2.2 One (1) FIMS100 Mercury Analyzer, S/N: 1314

2.2.3 One (1) Optima 5300DV S/N: 077C7111903

2.2.4 One (1) S10Autosampler, S/N: 102S7114501

2.2.5 One (1) PolyScience Recirculator, S/N: G29131

2.2.6 One (1) FIMS 100 Mercury Analyzer, S/N: 101S9091601

2.2.7 One (1) S10 Autosampler, S/N: 102S9072808

3.0 PERFORMANCE REQUIREMENTS

3.1 Repair: The Contractor shall perform on-site repair on equipment items (listed in section 2.2) on Government furnished equipment, in accordance with this PWS and restore to current Original Equipment Manufacturer (OEM) guidelines. The repairs shall include any adjustments, modifications, parts, labor, and software installations required to restore the item to OEM specifications. The repairs shall be performed as quickly as possible, commencing on a mutually agreed upon date.

3.1.1 The repairs shall be performed on any/all of the laboratory equipment (listed in section 2.2) as needed by the customer within the Period of Performance.

3.1.2 The contractor shall operate and perform functional tests, in accordance with OEM guidelines, of any equipment repaired under the terms of this PWS to verify that the repair has restored the equipment to OEM specifications.

3.1.3 Contractor travel shall be in accordance with the DOD Joint Travel Regulation (JTR) and Federal Acquisition Regulations (FAR) 31.205-46.

3.2 Technical Support:

3.2.1 The Contractor shall provide technical support for any OEM authorized adjustments, modifications, maintenance, repair, and application development of equipment and operating software (listed in section 2.2). This shall include software support and installation, as part of this service.

3.3 Parts:

3.3.1 All parts determined to be necessary by the contractor, whose replacement is required to restore the equipment to OEM specifications, shall be provided by the contractor at no additional cost to the customer.

These parts shall be equal in all aspects (which includes performance, interchangeability, durability, and quality) to OEM parts when recommended by the manufacturer.

3.3.2 The Contractor shall be responsible for removal and disposal of replaced parts and/or materials upon repair or completion. For electronic and electrical parts, contractor shall consult with the Technical Point of Contact (TPOC) before disposition is made. Disposal of parts/material shall be in accordance with Federal, State, local laws and regulations. The disposal of replaced parts/materials within the PHNSY & IMF is prohibited.

3.4 Reports: The Contractor shall provide a report no later than five (5) business days following service, detailing the nature of the work performed; any parts replaced and operational test results to ensure performance within the OEM guidelines and specifications; any upgrades or modifications; and other pertinent information concerning the condition of the equipment to the TPOC.

3.5 Equipment Location: Units are located at the Quality Assurance Department Laboratory Division, Bldg 1443, 1st floor, within the Controlled Industrial Area (CIA) of PHNSY&IMF.

3.6 Liability

The Contractor shall replace /repair any damage done to Government property as a result of work performed by the Contractor. The contractor shall not be liable for any loss, damage, or delay due to any cause beyond his/her reasonable control including but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or acts of God.

4.0 SERVICE DELIVERY SUMMARY

Primary Performance Requirement	Paragraph	Notes	Performance Threshold
Provide all labor and equipment to perform repair, as needed under the scope of this contract, on Government furnished equipment of paragraph 2.2.	Paragraph 3.1		100% delivery and compliance.
Provide technical support, as needed under the scope of this contract, for Government furnished equipment listed in paragraph 2.2	Paragraph 3.2		
Provide parts, as needed to accomplished any repair under the scope of this contract, on government furnished equipment listed in paragraph 2.2, as	Paragraph 3.3		

5.0 QUALITY ASSURANCE.

The Contractor is responsible for implementing and maintaining a Quality Assurance Plan (QAP) to ensure that performance meets or exceeds contract requirements and results in the correction of potential and actual problems. The QAP shall be implemented on the first day of contract performance.

6.0 GOVERNMENT FURNISHED EQUIPMENT AND SERVICES

- 6.1 Government Furnished Equipment includes all equipment listed in 2.2.
- 6.2 Electricity, water, and equipment required gases will be available in order to perform troubleshooting / performance testing,

7.0 CONTRACTOR QUALIFICATIONS/REQUIREMENTS.

- 7.1 The Contractor shall be an authorized OEM-approved (original equipment manufacturer) source capable of performance. Contractor personnel must be trained and certified to work on OEM equipment.
- 7.2 Security Requirements.
 - 7.2.1 In accordance with current DoD and Homeland Security requirements, performance of all work under this contract is restricted to U.S. citizens and U.S. nationals only. After contract award, the Contractor shall provide to the TPOC on company letterhead a request for access of all personnel working on this contract and include their following information: full name; Social Security number; date of birth, place of birth, and citizenship. The contractor shall state that the information has been verified, filed, and available for examination by the Government upon request.
 - 7.2.2 Contractor personnel must meet the requirements for escorted access to PHNSY&IMF areas. Contractor shall comply with the attachment in paragraph 11.0. Non-compliance with applicable items in the attachment is a material violation of the contract. Should Contractor personnel receive or suspect they have learned unauthorized sensitive information, they shall identify and immediately report suspicions to the TPOC.

8.0 CONTRACTOR PERSONNEL

- 8.1 The Contractor shall furnish sufficient personnel to perform all work specified within this performance work statement. Contractor is required to comply with Public Law 105-270, Section 5(2)(A). This law states that contractors will not perform inherently governmental functions. Section 5(2)(A) of this Public Law defines the term “inherently governmental function” as “a function that is so intimately related to the public interest as to require performance by Federal Government employees.” Per Section 5(2)(B), inherently governmental functions include management of Government programs requiring value judgments, conduct of foreign relations, selection of program priorities, and the direction of intelligence and counter-intelligence operations. Per Section 5(2)(C), inherent governmental functions DO NOT include, (i) gathering information for or providing advice, opinions, recommendations, or ideas to Federal Government officials; or (ii) any function that is primarily ministerial and internal in nature.”
- 8.2 Contractor personnel shall not establish an employee-employer relationship with Government personnel under this contract.
- 8.3 Contractor shall not provide personal services.
- 8.4 Contractor personnel will make clear to all individuals they engage with that they are Contractor employees and not Government employees. When participating and introducing themselves during official events wherein Government, non-Government, or foreign personnel are present, Contractor personnel will identify themselves as employees of the Contractor. Contractor personnel must be clearly identified (i.e. company shirt, pin, visible company ID, etc.) in a visible location as to who their employer is.
- 8.5 Contractor personnel shall not manage, supervise, or task Government employees or military personnel. Contractor personnel may not make any commitment to non-Government personnel, including a foreign official, which commits the expenditure of U.S. Government resources.

8.6 Normal business hours of operation are 6:30 a.m. through 3:00 p.m. with a 30-minute lunch break, Monday through Friday, excluding Federal Holidays.

8.6.1 If a holiday falls on a Saturday, the holiday is observed on the preceding Friday. If a holiday falls on a Sunday, the holiday is observed on the following Monday.

8.6.2 Federal Holidays:

New Year's Day	1st of January
Dr. Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	4th or 5th Monday in May
Independence Day	4th of July
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	11th of November
Thanksgiving Day	4th Thursday in November
Christmas Day	25th of December

9.0 PERIOD OF PERFORMANCE: 30 SEPTEMBER 2015 THROUGH 29 SEPTEMBER 2016

10.0 PLACE OF PERFORMANCE: Units are located at the Quality Assurance Department Laboratory Division, Bldg 1443, 1st floor, within the Controlled Industrial Area (CIA) of PHNSY&IMF.

11.0 TECHNICAL POINT OF CONTACT.

Ross Morihara: email ross.morihara@navy.mil; phone – 808-471-3604

11.1 TECHNICAL POINT OF CONTACT, ALTERNATE

Lindsey Shank: email lindsey.shank@navy.mil; phone-808-471-3604

12.0 FINANCIAL POINT OF CONTACT.

Glenn Teraoka: email – glenn.teraoka@navy.mil; phone – 808-473-8000 x 6180

13.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION.

13.1 The Contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for PHNSY&IMF via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The Contractor is required to completely fill in all required data fields using the following web address:
<https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

14.0 ATTACHMENT.

Security Requirements Applicable For Pearl Harbor Naval Shipyard & IMF's Controlled Industrial Area, Other Sensitive Areas, Controlled Nuclear Information Areas, and/or Nuclear Work Areas.