

## PERFORMANCE WORK STATEMENT (PWS)

### 1.0 **BACKGROUND.**

Pearl Harbor Naval Shipyard and Intermediate Maintenance Facility (PHNSY & IMF) is a U.S. Navy regional industrial center that maintain, 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.**

PHNSY&IMF seeks a Contractor to perform on-site emergency service and preventive maintenance (PM) of its Scanning Electron Microscope (SEM) to ensure reliable and uninterrupted service. This asset provides highly specialized microanalytical data for emergent investigations such as failure mode studies and characterization of unknown materials. Its complexity requires compatible, performance verified materials and technically competent service engineers to maintain optimum performance. Services must be provided in a timely manner, as analytical downtime impacts the mission essential functions of U.S. naval vessel and shore-based commands.

2.1 Part No. C-52E-0012, Component No.: 16135, Model No: S-3400N, S/N: 340865-03, Hitachi S-3400N-II VPSEM with 100x50mm stage

2.2 Part No. C-HHTC-CHAMB, S/N: CHS05, Hitachi Chamberscope A-47mm/MON

### 3.0 **PERFORMANCE REQUIREMENTS**

- 3.1 **On-Call Emergency Service:** Within 48 hours, the Contractor shall provide on-site emergency service calls for instrument breakdown.

3.2 **Annual Preventive Maintenance:** The Contractor shall provide annual on-site preventive maintenance (PM), in accordance with current Original Manufacturer's Equipment (OEM) guidelines. The PM shall include cleaning; inspection of vacuum pump oils, seals and filters; inspection of vacuum hoses, air and water lines; inspection and adjustment of all other systems; and column alignment and inspection of image. Vacuum roughing pump oil and oil mist filters shall be replaced. Should the Contractor, in the course of performing the work, determine that additional parts are required to restore the unit to full operation, the Technical Point-of-Contact (TPOC) shall be advised.

3.3 **Reports:** The Contractor shall provide a written document no later than five (5) business days following service, detailing the nature of the work performed; any upgrades or modifications; any parts replaced and operational test results to ensure performance within OEM tolerances and specification; calibration and performance verification data; and other pertinent information concerning the condition of the equipment to the TPOC.

3.4 **Equipment Location:** Units are located at the Quality Assurance Department, Laboratory Division (Code 134), Bldg. 1443, 1<sup>st</sup> floor, SEM Room 1104, within a non-CNIA area of PHSNY & IMF.

### 4.0 **SERVICE DELIVERY SUMMARY.**

Performance Requirement	PWS Paragraph(s)	Performance Threshold
1. Provide on-call emergency service	3.1	100% delivery and compliance.
2. Perform annual on-site preventive maintenance (PM)	3.2	100% delivery and compliance.
1. Provide service report to Government	3.3	100% delivery and compliance.

### 5.0 **QUALITY ASSURANCE.**

5.1 The Contractor shall be responsible for maintaining and implementing and maintaining a Quality Control Plan (QCP) to ensure that the work performed meets or exceeds requirements of this PWS, and results in the prevention of potential and correction of actual problems. The QCP shall address what will be reviewed and

shall outline any remedial actions warranted by the review. The QCP shall be implemented upon contract performance.

- 5.2 The Contractor shall keep records of reviews and actions taken per the QCP, and shall make such records available to the TPOC upon request.

## **6.0 GOVERNMENT FURNISHED PROPERTY AND SERVICES**

- 6.1 None. Electricity will be available in order to perform relocation and re-installation of equipment.

## **7.0 CONTRACTOR QUALIFICATIONS/REQUIREMENTS.**

- 7.1 The Contractor shall be an authorized OEM-approved (Original Equipment Manufacturer), authorized distributor, reseller, or OEM repair facility or agent for Hitachi High Technologies America, Inc.; contract personnel shall be trained and certified to work on this instrument.

- 7.2 In accordance with current Department of Defense and Homeland Security requirements, performance of all work under this contract is restricted to U.S. citizens and U.S. nationals only. The Contractor shall provide proof of this requirement upon request of the TPOC.

- 7.3 **Portable Electronic Devices (PEDs):** PEDs include pagers, mobile/cellular telephones (with/without cameras), personal digital assistants/job performance aids, laptops, notebook/handheld computers, digital imagery (still-video) devices, analog/digital sound records (e.g. iPods), video game devices, USB devices and devices of similar capability, functionality, or design. The Contractor shall strictly comply with PHNSY & IMF procedures and policies concerning the use and possession of PEDs while working in the Controlled Industrial Area (CIA).

- 7.4 **Photography and photographic equipment** are prohibited at PHNSY 7 IMF. This includes personal cellular phones with camera features. The Contractor is advised that written requests concerning justification and details shall be submitted to the Security Office (Code 1125) via the TPOC for approval.

- 7.5 Contractor employees shall clearly identify themselves as a Contractor (e.g. company shirt, pin, visible company identification) in a visible location on the front of exterior clothing and above the waist (except when safety or health reasons prevent such placement) as to who their employer is. Identification badges shall be worn at all times when performing work.

- 7.6 Work will be performed on-site at PHNSY & IMF. No work on official government holidays.

## **8.0 Security Requirements.**

- 8.1 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.

- 8.2 Contractor personnel must meet the requirements for escorted access to PHNSY&IMF areas. Contractor shall comply with the attachment in paragraph 10.0. 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.

## **9.0 CONTRACTOR PERSONNEL.**

- 9.1 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.”

- 9.2 Contractor personnel shall not establish an employee-employer relationship with Government personnel under this contract.
- 9.3 Contractor shall not provide personal services.
- 9.4 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.
- 9.5 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.
- 9.6 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.
  - 9.6.1 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.
  - 9.6.2 **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

## **10.0 TECHNICAL POINT OF CONTACTS.**

## **11.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION.**

- 11.1 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) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;

(5) S, Utilities ONLY;

(6) V, Freight and Shipping ONLY.

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

11.3 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>.

## **12.0 PERIOD OF PERFORMANCE**

12.1 Base year: 01 September 2016 – 31 August 2017  
Option Year 1: 01 September 2017 – 31 August 2018  
Option Year 2: 01 September 2018 – 31 August 2019