

## ATTACHMENT 2

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

#### **1.1 BACKGROUND**

**1.2** 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.

#### **2.1 SCOPE/OBJECTIVE**

**2.2** PHNSY&IMF seek a Contractor to perform on-site preventive maintenance, technical support and on-site repair of Perkin Elmer laboratory equipment, to ensure reliable and uninterrupted testing services for U.S. naval vessels and shore based 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.

#### **2.3 Equipment**

**2.3.1** One (1) CLARUS 580 Model: GCN6519580 gas chromatogram, S/N: 580S12120703

**2.3.2** One (1) DBS Hydrogen Generator, S/N: HGS1209151249

#### **3.1 PERFORMANCE REQUIREMENTS**

**3.2 1 Preventive Maintenance:** The Contractor shall provide one (1) annual, onsite preventive maintenance for the base year and one (1) onsite preventive maintenance for each exercised option year, in accordance with current original equipment manufacturer (OEM) guidelines. This service includes functional/operational tests, adjustments, modifications, replacing parts, cleaning of parts or systems usually restricted to user by OEM guidelines. This service shall also include firmware or software updates to the licensed version of the operating software as required by current OEM guidelines.

**3.3 Repair:** The Contractor shall perform on-site repairs, as needed, on equipment items (listed in section 2.2) on Government furnished equipment, in accordance with this PWS to restore to current Original Equipment Manufacturer (OEM) guidelines. The repairs shall include any adjustments, modifications, parts (excluding consumables as listed in each equipment user manual), labor, or any software updates to the licensed version of the operating software required by current OEM guidelines required to restore the item to OEM specifications. The repairs shall be performed as quickly as possible, commencing on a mutually agreed upon date.

**3.3.1** 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.

**3.3.2** 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.

**3.3.3** If required, warranty claims by the Government, are to be made within 90 days after required services are performed.

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

#### **3.4 Technical Support:**

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

**3.5 Parts:**

**3.5.1** 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. Parts shall be equal in all aspects (which includes performance, interchangeability, durability, and quality) to OEM parts when recommended by the manufacturer. The contractor is not responsible for software or firmware upgrades, replacement of parts, costs or repairs for defects or damages arising from or in connection with (a) abuse, misuse, mishandling, improper or inadequate maintenance, or failure to operate equipment in accordance with applicable specifications or instructions; (b) causes beyond the contractor’s reasonable control, including, without limitation, acts of God, power surges or failure, failure or interruption in communication lines, or corrosive government samples; (c) installation of software or interfacing, or use in combination with software or products, not supplied or authorized by the contractor; or (d) electrical work, transportation, modification, relocation, deinstallation, reinstallation, repair or service performed by the government or by persons other than the contractor’s authorized personnel. Further, parts in contact with any liquid, including but not limited to, seals, filters, gaskets, valves, syringes, tubing, tips, etc, are considered wetted and shall be deemed government replaceable and not covered by any Service Plan.

**3.5.2** 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.

**3.6 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.

**3.7 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.

**3.8 Liability -** The Contractor shall replace/repair any damage done to Government property as a result of work performed by the Contractor.

**4.0 SERVICE DELIVERY SUMMARY**

| Primary Performance Requirement   | Paragraph       | Notes                             | Performance Threshold         |
|---|-----------------|-----------------------------------|-------------------------------|
| Provide annual preventive maintenance to all Government furnished equipment of paragraph 2.3  | Paragraph 3.2.1 | Contract period:<br>Paragraph 9.0 | 100% delivery and compliance. |
| Provide all labor and equipment to perform repair, as needed under the scope of this contract, on Government furnished equipment of paragraph 2.3 | Paragraph 3.3   |                                   |                               |
| Provide technical support, as needed under the scope of this contract, for Government furnished equipment listed in paragraph 2.3                 | Paragraph 3.4.1 |                                   |                               |
| Provide parts, as needed to accomplished any repair under the scope of this contract, on  | Paragraph 3.3   |                                   |                               |

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| <p>government furnished equipment listed in paragraph 2.3</p> <p>Provide a report to the TPOC detailing the nature and result of any repair or maintenance on government furnished equipment listed in paragraph 2.3</p> | <p>Paragraph 3.6</p> |  |  |
|--|----------------------|--|--|

**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 PROPERTY 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:**

Base year – 30 September 2016 through 29 September 2017  
Option year one (1) – 30 September 2017 through 29 September 2018  
Option year two (2) – 30 September 2018 through 29 September 2019

**9.1 INVOICING/BILLING**

The contractor shall invoice and bill on a one time annual basis.

**10.0 TECHNICAL POINT OF CONTACT:**

Ross Morihara: email [ross.morihara@navy.mil](mailto:ross.morihara@navy.mil); phone – 808-471-3604

**10.1 TECHNICAL POINT OF CONTACT, ALTERNATE**

Melissa Nagata: email [melissa.nagata@navy.mil](mailto:melissa.nagata@navy.mil); phone-808-471-3604

**11.0 FINANCIAL POINT OF CONTACT.**

Sandra Tamashiro: email – [sandra.tamashiro@navy.mil](mailto:sandra.tamashiro@navy.mil); phone – 808-473-8000 x 3531

**12.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION.**

12.1 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.

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

12.3 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>.

**13.0 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.