STATEMENT OF WORK (SOW) FOR OVERHAUL

1.0 GENERAL

1.1 BACKGROUND

The U.S. Coast Guard (USCG) Aviation Logistics Center (ALC) requires overhaul services for the applicable Part Numbers (P/N), National Stock Numbers (NSN), Serial Number (S/N) and quantity estimates as specified on the Schedule of Supplies/Services (Schedule). The Contractor shall be required to overhaul components to be returned to USCG in a Ready for Issue (RFI) condition per section titled Applicable Documents.

The Long-Range Surveillance (LRS) Product Line (PL) supports the HC-130J aircraft by providing logistics, inventory management, and sustainment support for USCG aviation assets utilized by Air Stations geographically located in and outside the continental United States. As part of this responsibility, LRS has a requirement for sustainment of numerous components used on the aircraft.

1.2 SCOPE

All overhaul actions shall be In Accordance With (IAW) the applicable technical directive or alternate standard approved in writing by USCG, LRS Contracting Officer. Components furnished hereunder shall be returned by the Contractor in an airworthy condition and in all respects suitable for installation on the HC-130J aircraft. Certification and documentation requirements apply.

Firm-Fixed Pricing (FFP) for overhaul shall be at a fully burdened rate. The Contractor shall supply all parts, labor, and materials required to restore these components to an RFI condition. Incorporation of Service Bulletins (SB) or repairs for Unusual Damage will be priced separately.

The technical requirements in the SOW are identified as the minimum acceptable standards of performance to define an operationally effective system. The Contractor must have access to the applicable technical directives cited in paragraph titled Applicable Documents. In addition to these directives, the Contractor must have access to all performance/test/acceptance criteria and necessary data to ensure the items specified in the Schedule are overhauled, calibrated, and operating IAW the applicable technical directives.

The work required by this SOW is not limited to the installation of overhaul kits. The work shall include repair of all failed components and include replacement of missing hardware, broken parts, and the removal of any foreign matter or corrosion.

1.3 OBJECTIVE

This purchase order will provide an acquisition vehicle for the USCG to maintain an inventory of RFI components to supply depot level maintenance and the field units. It will continue to enhance the USCG's ability to perform the congressionally mandated missions such as search and rescue, law enforcement, international ice patrol, marine environmental protection, and marine resource conservation. With such a demanding operational tempo, aircraft condition and availability are essential to mission success.

1.4 Contractor Facility Certifications

The Contractor shall be either a Federal Aviation Administration (FAA) Overhaul Facility or Original Equipment Manufacturer (OEM) Certified Overhaul Facility or DoD Certified Overhaul Facility to perform overhaul services on the components listed in the Schedule.

1.4.1 FAA-Certified Facility

To demonstrate that the Contractor is properly certified by the FAA, the Contractor must submit their repair station certificate. If the Contractor holds a limited rating, the Contractor must also submit: 1) a capabilities list identifying the relevant part numbers specified on the schedule of services IAW 14 CFR 145.215, and 2) a self-evaluation affirming that the repair station has all of the housing, facilities, equipment, material, technical data, processes, and trained personnel in place to perform the

work on the articles identified in the schedule of services IAW 14 CFR 145.215. At the request of the Contracting Officer, the Contractor may be required to submit a copy of the repair station manual and quality control manual.

1.4.2 OEM Certified Facility
To demonstrate that the Contractor is certified by the OEM, the Contractor must submit documentation from the OEM stating that the Contractor is certified to perform the services required herein. This documentation must specifically identify the part numbers identified in the Schedule. Otherwise, the Contractor must provide an OEM point of contact that will allow the USCG to independently verify the Contractor is, in fact, certified by the OEM to repair the components listed on the Schedule.

1.4.3 DoD or USCG Certified Facility
To demonstrate that the Contractor is certified by a DoD service or the USCG to perform overhaul services on the components listed on the Schedule, the Contractor must provide a signed repair source approval memo indicating the Contractor is approved to repair the components listed on the Schedule.

1.4.4 Changes Affecting Contractor Certification
If during the period of performance of the contract, the Contractor's certification status changes (e.g. the FAA suspends the repair station's certificate), the Contractor shall immediately notify the USCG and this may be grounds for contract termination. The USCG will review the circumstances affecting the certification status and make a final determination. The USCG retains the authority to allow work to continue despite a certification change if it is determined that the Contractor is able to meet all other requirements of the SOW.

1.4.5 Sub-contractors
All potential Sub-contractors shall meet one of the requirements listed in paragraphs 1.4.1 thru 1.4.3 in the applicable category for the items listed in the Schedule. To be found technically acceptable, the Contractor shall submit a list of all Sub-contractors that may perform work on USCG articles. If no Sub-contractors will be used, a statement to this effect is still required. The Sub-contractor list must outline each Sub-contractor's name, location, certification source (e.g., FAA, OEM, DoD, USCG), rating type (if applicable) (e.g. NDI, Specialized Services, etc.), and the nature of the services provided by the Sub-contractor. The Sub-contractor must document the services provided to the Contractor either using an FAA 8130 certification or an equivalent Airworthiness Certificate clearly indicating that the work was performed in accordance with the relevant technical data (e.g., MIL-STD, ASTM, CMM, AFTO, etc.). The USCG shall be informed of any changes to the Sub-contractor list during the period of performance. Failure to properly notify the USCG of Sub-contractors performing work on USCG articles may be grounds for contract termination.

1.4.6 Quality Assurance System
The Contractor and all sub-contractors shall maintain a Quality Assurance System, including test component calibration system requirements, and documentation of said requirements, sufficient to ensure that overhaul services conform to Technical Orders or OEM specifications and requirements of this purchase order.

1.5 APPLICABLE DOCUMENTS

1.5.1 Technical Directive Documents

The following documents provide technical directives, specifications, standards, or guidelines that must be complied with in order to meet the requirements of this purchase order: All overhauls shall be accomplished in accordance with the following:

- ☐ Original Equipment Manufacturer's Commercial Maintenance Manuals, (CMM), latest version. Manufactures Cage Code: _____
- ☒ Technical Order: **8D1-9-49-3 (OVH) 8D1-9-49-4 (IPB)**
- ☐ Other: _____

1.5.2 Availability of Documents

The Contractor must have access to the most current editions of all applicable documents and manuals. The USCG does not maintain nor release the technical directive documents required to overhaul these components. In order to be found technically acceptable, the contractor must demonstrate availability of required technical data by providing the cover sheet of the documents listed above. Additionally, the contractor must submit proof of an ability to update the technical data as revisions are made. Normally, a signed DD-2345 form or Technical Order Distribution Office (TODO) account code meets this requirement.

1.5.3 U.S. Federal Specifications and Standards

U.S Government specifications, standards, and handbooks are available from the Standardization Document Order Desk, 700 Robbins Avenue, Building 4D, Philadelphia PA 19111-5094. Other Government activities, contractors, and other private concerns must procure copies from the American Society for Testing and Materials, 100 Barr Harbor Dr., West Conshohocken PA 19428-2959.

2.0 SPECIFIC REQUIREMENTS/TASKS

2.1 Vendor Certification

The contractor is required to be certified and maintain a quality system that complies with the requirements of SAE International Standard AS9100 (preferred), ISO 9001-2008, or equivalent Quality Management System.

2.2 Conformance of Parts

The technical directives listed in the paragraph titled Technical Directive Documents are the basic directives to be used in the parts replacement requirement. Replacement parts shall conform to the configurations stipulated in the technical directives and instructions contained herein. Parts replacement shall be confined to those parts determined to be Beyond Economical Repair (BER) unless otherwise specified. Original design or functional capabilities of the component and parts thereof shall not be changed unless authorized or directed by the requirements of this SOW. (See paragraph 2.6 Replacement Parts)

2.2.1 DD-1577-2

A DD Form 1577-2, Unserviceable Tag-Material, or a CG-1577-A (11-90), Unsatisfactory Report Tag, describing faults will be attached to each Not Ready for Issue (NRFI) component received by the Contractor.

2.3 Reporting Requirements

2.3.1 Receipt of Components
You must notify the Purchasing Agent/Procurement Technician within Ten (10) days of receipt of components and provide the following information: (1) date the components were received at the Contractor's facility. (2) Confirmation of P/N and S/N, and any discrepancy with the P/N or S/N shown on the purchase order and/or the Significant Component History Report (SCHR) and Component Repair Record (CRR).

The Government reserves the right to have discrepant equipment returned "as is", therefore the Contractor shall not start work on discrepant equipment. Correction of discrepancies and/or disposition instructions will be provided via modification to the purchase order. Failure to acknowledge receipt of the components specified in the Schedule may result in the Government's assumption that the components were received at the Contractor's facility within seven (7) days of the date on the purchase order.

2.3.2 Monthly Status Report
The Contractor shall submit a monthly status report to the Contracting Officer via the Contract Specialist not later than the tenth (10) calendar day of each month. The report shall contain the following information for each component issued for overhaul: the P/N and S/N, contract number, date received at Contractor's facility, date inducted for overhaul, current status of work in process to include any issues or parts delays, projected completion date, and date shipped to USCG when complete.

2.4 The Contractor shall provide all necessary parts, material, labor, tooling, test equipment, and facilities to evaluate and overhaul the components listed in the Schedule for the USCG fleet of HC-130J aircraft, as necessary to conform with the requirements of this SOW at the firm-fixed-pricing established in the purchase order schedule. The cost for parts that are replaced systematically during overhaul and repair shall be included in the firm-fixed prices established in the schedule. The Contractor shall provide the data and documentation requirements specified as part of this SOW.

2.4.1 Work IAW Technical Directives
The work shall be IAW technical directives specified in paragraph titled Technical Directive Documents; latest change revision shall apply and shall be used when performing the overhaul requirements within this purchase order except where noted herein. The Contractor must have access to all required maintenance, repair and overhaul manuals and performance/test/acceptance criteria and data to ensure that equipment is overhauled, calibrated and operating IAW the technical directive specifications. In the event a manual revision is released that changes or modifies the specifications of the overhaul requirements, thus affecting the price to the overhaul, the contractor must stop work and notify the Government in writing within fifteen (15) calendar days. An adjustment to the firm-fixed priced quote shall be provided to the Government as to how the revision has affected the work being performed.

2.5 Corrosion
The Contractor shall perform a visual and technical inspection IAW the current applicable technical directive and correct all additional deficiencies found. This shall include replacement of broken parts and the removal of any foreign matter or corrosion. USCG aircraft operate primarily in a saltwater environment and are subject to corrosion. Corrosion is expected on components to be overhauled under this purchase order. **Note: The existence of corrosion does NOT support a determination for Unusual Damage. See paragraph titled Unusual Damage.**

2.5.1 During inspection and functional test, the presence of corrosion in any component or subcomponent thereof shall constitute reason for a more thorough disassembly and inspection. Should corrosion be found, disassembly shall be made only to the extent necessary to remove corrosion or replace the part(s) affected. Corroded parts shall be replaced except in those cases where removal of corrosion from a part will not impair efficiency or safe operation of the part. Corrosion

removal and treatment of affected areas will be accomplished IAW technical directive specifications and FAA Advisory Circular AC 43-4B, dated 2018-09-11, Corrosion Control for Aircraft.

2.6 Replacement Parts
Replacement parts shall be in new condition and traceable to the OEM. In cases where new parts are no longer manufactured, replacement parts determined "serviceable" or "repaired" and meeting the requirements of the specified technical directives are acceptable as authorized by the Contracting Officer. A copy of the Contractor's work order, listing all replacement parts, shall be provided for each component. The Contractor shall maintain a copy of replacement part certification documentation for inspection by the Government for a minimum of twenty-four (24) months after delivery. Unless otherwise directed in writing, defective parts removed from the component shall be rendered unusable for their intended purpose(s) and disposed of at Contractor's facility IAW standard procedure for parts disposal.

2.7 In all cases inspection, overhaul, and test procedures must meet or exceed technical directive specifications. Components delivered to the Government shall be certified to be airworthy and ready for field level (USCG Air Station) installation on a USCG aircraft, including final paint.

2.8 The Contractor shall remove the unserviceable tag DD Form 1577-2 from the overhauled component upon completion of overhaul.

2.9 Service Bulletins (SB) or Other Modifications
Upon receiving a written notice of a SB or other modification by either the Government or OEM, the Contractor shall submit within thirty (30) calendar days, a firm fixed priced quote of an incremental charge to be assessed each time the SB or change is incorporated in a component. The quote shall contain a breakdown of material and labor cost based upon the firm fixed labor rates and material factors. The incremental charge agreed to for incorporation of a SB shall apply only to those components into which the Contractor incorporates a required SB, not those into which the SB has been previously incorporated. Upon agreement of the incremental charge and issuance of a purchase order modification to reflect this change, the SB shall be incorporated into each subsequent component received at the Contractor's facility if said SB has not already been incorporated. When SB incorporation changes the component's part number, the new part numbers will be added to the purchase order. The Contractor shall update the components' data plate, if applicable, to denote the new part number and/or modification number.

2.10 Obsolete Parts or Processes
The Contractor shall use new parts meeting the requirements of the specified technical directives, specifications and drawings. In the event certain parts or processes become obsolete the Contractor shall, within fifteen (15) calendar days after receipt of the assembly or component, notify the Contracting Officer and submit 1) rationale and verification of any obsolete part or process, and 2) a written estimate of the effort required to make the repair. Such estimates shall include nomenclature, part number, cost and quantity of replacement parts, and total labor hours. The Contractor shall verify cost of parts with invoices or catalogs. The Contractor's delivery obligation for the component(s) identified shall be suspended as of the date of the notice to the Contracting Officer. The Contracting Officer will, within thirty (30) calendar days of receipt of the Contractor's written estimate, make a written determination as to the disposition of the component. After receipt of the Contracting Officer's disposition instruction, the Contractor shall have sixty (60) calendar days for delivery.

3.0 OTHER APPLICABLE CONDITIONS

3.1 Period of Performance
Required delivery dates will be provided in the order.

3.2 Place of Performance
The primary place of performance will be the Contractor's facilities or other USCG approved location, if applicable.

3.3 Turn-around Time/Delivery Schedule
The required turn-around time for overhaul is 90 days after receipt of material (ARM) at the Contractor's facility. Turn-around time is defined as beginning at the time of receipt of component at the Contractor's facility and ending at the time of delivery to ALC Elizabeth City, NC. The USCG desires early deliveries therefore early shipments are encouraged as long as no additional costs are incurred by the USCG. All requests for time extensions shall be submitted to the Contracting Officer in writing and shall include substantiation of the need for such time extension(s) IAW FAR 52.212-4 (f) excusable delays. If nonperformance is not covered by an excusable delay, the Contractor and the Contracting Officer shall negotiate the consideration for the approval of the extended delivery date at which time a modification to the task order will be issued to reflect the consideration and the extension.

3.3.1 Delivery –
Dock to dock. The government has no preference for freight forwarders; the Contractor's delivery obligation shall remain unchanged.

3.4 Urgent Requirements
Aircraft on the Ground (AOG) status necessitates a special schedule. In the event an AOG status occurs, the Contractor will be notified of the condition and requested to provide a response within twenty-four (24) hours of the request. The Contractor's response shall provide status of the component(s) needed to satisfy the AOG condition that includes what USCG items in-house for overhaul are closest to completion under normal working conditions and an estimate of the labor hours needed to accelerate overhaul completion. The Contracting Officer will issue a delivery order modification authorizing overtime premium, if necessary, with a not-to-exceed price for the work and provide shipping instructions.

3.5 Warranty
The Contractor's standard commercial warranty as stated in the Contract shall apply to this SOW. Pursuant to the requirements of FAR 46.706(b)(5), the Contractor shall stamp or mark the supplies delivered or otherwise furnish notice with the supplies of the existence of the warranty. Markings may be brief but should include:

a) A brief statement that a warranty exists.
b) The substance of the warranty.
c) Its duration.
d) Who to notify if the supplies are found to be defective.

For commercial items, the Contractor's trade practice in warranty marking is acceptable if sufficient information is presented for Government personnel and users to identify the warranted services/supplies.

3.6 Environmental requirements
All parts must be thoroughly cleaned IAW applicable technical directives or FAA Advisory Circular 43-205, Guidance for Selecting Chemical Agents and Processes for Depainting and General Cleaning of Aircraft and Aviation Products, to ensure they are as free as practicable of all hazardous dust to include hexavalent chromium, cadmium, lead, etc., prior to being returned to ALC. ALC may take random samples of parts to ensure they are free as practicable of all hazards. Information on these hazards can be found in Occupational Safety and Health Standards 1910-1025 (lead), 1910.1026 (Hexavalent Chromium) and 1910-1027 (Cadmium).

3.7 Unusual Damage
The USCG intends that ALL components specified in the Schedule will be overhauled within the firm-fixed prices established in the purchase order. Occasionally, components may be received in a condition outside the confines of the applicable technical directives and may be determined Unusually Damaged. In order to be determined Unusually Damaged, a component must be received for routine overhaul and upon evaluation any one of the following conditions are discovered:

- Obvious misuse
- Cannibalization
- Crash damage

Note: Only components meeting one or more of the above criteria may be considered as Unusually Damaged. All other components shall be overhauled IAW the firm fixed prices established at award.

3.7.1 Unusual Damage Report Requirements
When a component is processed for Unusual Damage Evaluation, the Contractor shall, within thirty (30) calendar days of receipt of the component, submit an inspection condition report, photographs, and price quote for the additional work. The price quote shall contain the purchase order number, line-item number, NSN, P/N, S/N, nomenclature and pricing for all materials and labor needed to return the component to RFI condition. The Contractor's delivery obligation shall stop from the date of notification that a component has been determined to be a candidate for Unusual Damage evaluation. The delivery obligation will be specified in a purchase order modification and will apply only to those items specifically addressed by the modification.

The Contractor shall deliver all other components not individually addressed by the modification by the delivery date specified on the purchase order. **The quote shall not include the work involved in the teardown and inspection already performed, as this is covered by the firm fixed price specified in the Schedule.** Within thirty (30) calendar days, the Contracting Officer will either initiate negotiations for a firm fixed price with the Contractor or deny authorization for the overhaul based on information in the report and any other information which may be available. Upon mutual agreement as to price and delivery, purchase order modification will be issued to require additional work at the agreed upon terms. If the additional work is not desired, the Contracting Officer shall provide the Contractor with disposition instructions for the un-overhauled component. In the event an item is returned to the USCG in a disassembled condition, the Contractor shall be entitled only to compensation for the Scrap Fee.

3.7.2 Cannibalized Components
Firm fixed prices do not apply in the event any of the components listed in the Schedule are received in a condition that represents cannibalization, immediate notification to the Contracting Officer is required. This notification shall include a detailed description of the noted deficiencies and shall reference the purchase order, line-item number, NSN, P/N, and S/N, and is subject to the discretion of the Contracting Officer.

3.7.3 Beyond Economical Repair (BER)
In the event an entire component is determined BER, the Contractor shall provide written notification to the Contracting Officer. In this notification, the Contractor shall list the purchase order number, line-item number, NSN, P/N, and S/N, with a brief description supporting the determination. The Contracting Officer shall provide disposition instructions via modification to the purchase order.

The USCG will make all final BER determinations. The Contractor shall be entitled to compensation for teardown and evaluation at the firm fixed price established for "Scrap Fee" in the Schedule.

3.7.4 Inspection/No Fault Found
Components received which, when tested, indicate a "no fault found" situation shall be thoroughly inspected to ensure they meet current minimum functional performance and test specifications as

designated by the applicable technical directives. S/N tracked items shall be documented on the Component Repair Record (CRR) as required in paragraph titled Asset Computerized Maintenance System. The work shall be invoiced IAW, the applicable "Inspection/No Fault Found" charge indicated in the Schedule.

4.0 Swap Authority

To minimize turn-around time, the Contractor may, at its discretion, exchange parts from end-items of components being overhauled under individual delivery orders without the express authority of the Contracting Officer. This authorization is limited to viable components only and cannot render any overhaulable component BER.

5.0 PRODUCT QUALITY/AIRWORTHINESS

5.1 Ready for Issue (RFI)

ALC considers components RFI upon acceptance. Components determined to be NRFI upon aircraft installation shall be returned to the Contractor under warranty with deficiencies described in a Product Quality Deficiency Report.

5.1.1 Product Quality Deficiency Report

Overhauled or modified components found to have deficiencies will be returned to the Contractor via a no-cost purchase order and accompanied by Standard Form "SF 368 Product Quality Deficiency Report" (PQDR). The Contractor shall report findings of their investigation to the Contracting Officer within thirty (30) calendar days after receipt of the PQDR and component. If the parties agree that the component's deficiencies are not related to previous work, the Contractor's report of findings shall include a detailed quote that includes a breakdown of parts and labor necessary to return the component to an RFI status. The breakdown shall be IAW the fixed hourly labor rate established in the Schedule. The Contracting Officer will either initiate negotiations for the work or accept the Contractor's quote and issue an order modification. The standard terms and conditions, specifically for delivery obligations, of the purchase order shall apply to items submitted via PQDR evaluation.

5.2 Airworthiness and Required Documentation

Failure to comply with these requirements may result in refusal to accept and pay for services.

5.2.1 Airworthiness and Suitability

All aircraft parts ordered, serviced, modified, or overhauled under provision of this SOW must be airworthy and suitable for installation on USCG aircraft, including final paint.

a. Airworthiness Certification is required for all items that are overhauled. The contractor may use the FAA 8130 Certification; however, use of this form is *not required.* The contractor may choose to use an "equivalent" Airworthiness Certificate to certify the airworthiness of the overhauled component. An equivalent Airworthiness Certification can be the same as used for other Government agencies such as Air Force Airworthiness Certificate or a contractor developed Airworthiness Certificate that is equivalent to the FAA 8130 form. If an FAA 8130 "equivalent" is used, the Contractor shall provide written evidence with the Airworthiness Certificate that the Certification was performed by a qualified individual and include the individual's' name and title. At the request of the Contracting Officer, the contractor shall provide proof of his/her qualification. A Certificate of Conformance with the verbiage of FAR 52-246-15(d) is not acceptable for use to certify the overhauled component's airworthiness.

b. If an Airworthiness Certificate cannot be provided, the alternate document shall be submitted with the Contractor's quote and approved by USCG ALC Engineering Officer for each component. If the component is overhauled IAW an AFTO, a USAF certificate is acceptable. The certificate must be signed and dated by an authorized official representing the approved Contractor.

c. Replacement part certification documentation must be maintained by the Contractor for inspection for a minimum of twenty-four (24) months after delivery of component to USCG.

5.2.2 Certificate of Conformance

A Certificate of Conformance prepared IAW FAR 52.246-15 is required for each overhauled component. The COC format to be used is provided in Attachment 1. A copy of the COC shall be affixed to the outside of the shipping container, and one copy placed inside the container. Failure to submit the appropriate certificate will delay acceptance of components and invoice payment.

CERTIFICATE OF CONFORMANCE IN ACCORDANCE WITH
FAR 52.246-15 (APR 1984)

"I certify that on _____ *(Date), the* _____
(*'s Name*) furnished supplies or services called for by Contract Number
_____ via _____ (*Carrier*)
on _____ (*Bill of Lading/Shipping Document*) in accordance with all applicable requirements. I further certify that the supplies and services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, marking requirements, and physical item identification (Part Number), are in the quantity shown in this or on the attached acceptable document."

Date of Execution: _____

Signature: _____

Title: _____