

SPECIFICATIONS/STATEMENT OF WORK

This Work Contract is made and entered into by and between the CIVIL AIR PATROL, hereinafter referred to as "CAP" and TBD hereinafter referred to as "CONTRACTOR." Civil Air Patrol's point of contact, "POC", is the CAP National Headquarters Logistics Director. The POC or designated representative is the only person authorized to order work under this contract and certify invoices for payment.

PURPOSE

The purpose of this work contract is to obtain inspections, preventive maintenance, alterations, servicing and routine and emergency repairs on CAP aircraft. All work is to be conducted in accordance with applicable CAP, Federal Aviation Administration, and manufacturers' regulations, directives and policies.

APPLICABLE REFERENCES

Federal Aviation Regulations

Manufacturers Publications

CAPR 66-1, CAP Aircraft Maintenance Management

(may be found on the internet at:

http://members.gocivilairpatrol.com/forms_publications_regulations/

SCOPE OF WORK

CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A. <u>SCHEDULED AIRCRAFT INSPECTIONS</u>:

Each 100-hour inspection conducted shall be signed off as an annual inspection.

The CONTRACTOR shall perform 100—hour/annual inspections and return the aircraft to service in accordance with FAR PART 43. CONTRACTOR will search for and comply with applicable Airworthiness Directives and accomplish associated documentation. CAP will notify CONTRACTOR of any additional maintenance actions to be accomplished to include Service Bulletins. During or After completion of inspection and prior to proceeding with repairs CONTRACTOR shall submit an itemized cost estimate to POC for approval to proceed with estimated repairs *if total of repairs will exceed* \$750 for parts and labor. Estimates must include anticipated labor hours and list of parts to include costs and itemized by "required" and "recommended" repairs.

To comply with FAA IFR requirements, the CONTRACTOR shall perform, at intervals prescribed by FAR Part 91, inspections on various instrument flight components and document in the aircraft logbook that the component was



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tested, inspected and found to comply with the appropriate appendix of FAR Part 43. This work may be outsourced in accordance with paragraph D (1) below. CAP may obtain IFR certifications at other facilities when convenient.

- B. <u>SQUAWK LIST</u>: If CAP provides a "Squawk List" detailing any deficiencies or desired modifications, CONTRACTOR shall provide a detailed cost estimate of work to be performed. CONTRACTOR shall not proceed until written or verbal approval has been provided by POC.
 - CONTRACTOR shall comply with all other terms of this contract.
- C. PREVENTIVE MAINTENANCE. CONTRACTOR shall, upon request, perform oil and oil filter changes in accordance with CAPR 66-1 and perform visual inspections of the engine compartment for leaks, damage and wear. Vacuum, air and other required filters shall be replaced at the manufacturer's suggested intervals. CAP reserves the right to have 50-hour oil changes performed at other facilities based on concerns such as aircraft proximity to CONTRACTOR, when service can be performed, etc.
- D. <u>UNSCHEDULED MAINTENANCE AND REPAIRS</u>: The CONTRACTOR shall, upon request, perform maintenance and repairs to assigned CAP aircraft. Some examples of the work covered under this agreement include engine changes, top overhauls, cylinder repair/replacement, propeller and propeller governor changes and overhauls, upgrades to avionics packages, radio exchanges, exterior paint touch-up and interior repairs. Any work estimated to exceed \$500.00 parts and labor must be approved prior to repairs beginning.
 - Subcontracted or outsourced work is work that exceeds CONTRACTOR's current capabilities. Outsourced and subcontracted work must be approved in advance. CAP reserves the right to accept or reject proposed sub-contractors.
 - 2) Aircraft washes may be performed in conjunction with 100-hour/annual inspections. Upon request, paint touch-up may be accomplished in conjunction with the wash and as required to maintain aircraft appearance.
 - **3)** Aircraft will be treated with a corrosion preventive compound (CPC) i.e., ACF-50, or comparable compound as directed in CAPR 66-1.
- E. <u>SCHEDULING:</u> CAP will attempt to provide at least 5 workdays notice to CONTRACTOR for inspections and maintenance. At least two (2) workdays' notice will be given for repairs. All 100-hour and annual inspections must be completed in a timely manner and repairs subsequent to inspections should be accomplished within 7 days of approval. A longer period may be authorized by the POC.
- **F.** <u>PARTS</u>: CONTRACTOR must use repair and replacement parts that conform to FAA and manufacturer recommended specifications and



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limitations. Unless specifically authorized by POC, all parts will be obtained from suppliers who are regularly engaged in sale and distribution of aircraft parts. CAP may specify vendors or brands for certain parts and supplies. The use of any salvaged part must be approved in advance.

- 1) <u>CAP-PROVIDED PARTS</u>: All CAP provided parts will conform to FAA and manufacturer recommended specifications and limitations such as engine, propeller, propeller governor, flight controls and skin as well as some accessories (starter, carburetor, magnetos, etc.) and arrange for their delivery. CONTRACTOR shall contact their CAP POC for availability of replacement parts prior to ordering from other parts sources. CONTRACTOR will furnish all remaining accessories.
- 2) CORE MANAGEMENT: CONTRACTOR is responsible for managing cores and core deposits and is responsible for shipping or returning cores to the appropriate vendor or repair facility in order to expedite repair. CAP will provide core management instructions for CAP-provided parts. Radio cores must be returned to CAP/LGM within 30 days of removal from the aircraft. Shipping address for RADIO CORES ONLY is CAP-LGM, 105 South Hansell St., Building 714, Maxwell AFB, AL, 36112-6332. CONTRACTOR is accountable and liable for serviceable CAP-provided cores not returned as described above. Core deposits are not a billable item; however, cores determined to be unserviceable will be billed to CAP. CONTRACTOR will provide invoice from seller to support payment. CONTRACTOR is responsible for crating engine cores for return. Charge is included in the amount bid for Engine Change.
- 3) PARTS PRICING: The price charged for parts and materials shall not exceed the fair market price customarily charged by vendor for parts and materials to fleet customers and shall not exceed the lowest price charged by the vendor to other aviation clients for similar repair and maintenance work. When bidding or invoicing, pricing shall not be expressed as a fixed percentage mark-up or profit margin.
- G. <u>AUDIT RIGHT</u>: CAP shall have the right to audit vendor records to verify that pricing is consistent with the above provision. When records are needed, CAP will submit a written request or e-mail to CONTRACTOR within 30 days from the date of invoice. CONTRACTOR shall provide copies of all invoices and other documents which indicate the prices charged by the vendor for parts and materials to other aviation clients for similar repairs and maintenance work, within 90 days immediately preceding the date of the invoice or invoices being audited. In such event, accrual of interest or other fees associated with payment of the invoice shall be suspended for a period of 30 days pending resolution of the pricing of the challenged parts and /or materials. Should CAP determine that the pricing violates the above pricing



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provision, the excess charge, together with all late fees and interest, shall be abated.

H. INSPECTION AND ACCEPTANCE: All work shall be inspected by the CAP POC or designated representative. The CONTRACTOR shall only tender for acceptance those items that conform to requirements of this contract. CAP reserves the right to inspect or test any supplies or services that have been tendered for acceptance. CAP may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. CAP must exercise its post-acceptance rights within a reasonable time after the defect was discovered or should have been discovered and before any substantial change occurs in the condition of the item, unless the change is due to defect in the item.