APPENDIX D - Contract Administration; Agency Flight Payment Documents

I. Contract Administration.

A. Introduction.

Administration of an aircraft contract is a joint responsibility of the unit for which the aircraft has been procured and the office with contracting authority, with ultimate responsibility vested in the Contracting Officer. Administrative functions are generally delegated to the local unit level.

One party to any government aircraft contract is the United States of America, the sovereign political entity on behalf of which the contract is entered into.

All persons involved in making and administering U.S. government contracts act solely as agents of the United States, commonly called Contracting Officers (COs), and have only the authority delegated to them.

B. Contract File.

Contracting Officer’s Representatives (COR) and Project Inspectors (PI) should maintain a contract file. At a minimum, this file should consist of:

- A copy of the contract, with all contract modifications
- Delegations of authority
- A bid price summary that specifies contract costs for all pay items
- Copies of all flight payment documents
- Copies of all contract daily diaries
- Correspondence from or to the COR/PI and the vendor or CO

C. Types of Contracts and Ordering Agreements.

1. Exclusive Use Contract. Exclusive use contracts are those awarded for a specific time period. During this time period the government has exclusive use of the helicopter. The government may, at its option, release the helicopter for other work for a specified period of time.

2. National Call-When-Needed Contract. USFS and OAS jointly award a national contract for Type 1 and 2 helicopters. Vendors are not required to respond unless they accept an order to provide services.
3. Type 3 Call-When-Needed Contracts. USFS units (e.g., forests or regions) award Type 3 Call-When-Needed Contracts. Vendors are not required to respond unless they accept an order to provide services.

4. On-Call Contracts. OAS awards On-Call Contracts for use on projects as well as fire. Vendors are not required to respond unless they accept and order to provide services.

5. Aircraft Rental Agreements. OAS establishes these ordering agreements with terms that are negotiated between OAS and various vendors. Once a vendor is hired, they are bound by the terms of the agreement. Vendors are not required to respond unless they accept an order to provide services.

D. Authority of Government Personnel.

Before any person takes an action on behalf of the United States, he/she needs to ascertain whether authority to take the action has been given.

E. Disputes with Vendors.

Disputes that cannot be readily resolved at the local level by the PI/COR/COAR should be referred to the CO.

F. Generic Duties and Responsibilities of Contracting Personnel.

1. Contracting Officer (CO) or Administrative Contracting Officer (ACO). The CO or ACO (USFS) is responsible for all contracting actions including contracting procedures and methods, contract legality, compliance with existing laws and regulations, contract administration and terminations. The CO may delegate certain contract functions. In the contract administration function, decisions on claims and disputes are final, appealable only to the Board of Contract Appeals or Court of Claims.

   NOTE: The CO or ACO is the only individual who may modify or change a contract.

   a. USFS. For all national contracts, the ACO is located in Boise, ID. For other aviation contracts, the ACO is located in the Regional Office.

   b. OAS. For all aviation contracts, the CO is located in Boise, ID or Anchorage, AK.

2. Contracting Officer’s Technical Representative (COTR). The COTR is directly responsible to the Contracting Officer for assuring compliance with the technical provisions of the contract. The COTR conducts initial inspections and approves the vendor’s equipment, facilities, and personnel prior to, and periodically during, contract performance. The COTR may discuss changes or modifications in equipment or other requirements of the contract, but may not commit the Government to such changes, modifications, or adjustments without going through the CO.

   a. USFS. For all national contracts, the COTR is located in Boise, ID. For other contracts, the COTR may be located in the Regional Office.
b. OAS. For all aviation contracts, the COTR is located in Boise, ID or Anchorage, AK.

3. Contracting Officer’s Representative (COR). The COR is directly responsible to the CO for monitoring contract performance. The COR is primarily responsible for assuring compliance with the administrative provisions of the contract. The COR maintains communications with the vendor concerning day-to-day operations, though this may be further delegated to a Project Inspector. The COR may represent the CO in making minor allowances which do not modify the price, or other provisions of the contract. The COR is responsible for verifying the work performed upon which payment is based. The COR may recommend to the CO proposed changes and adjustments to the contract in order to meet the demands of the work. The COR may discuss changes or modifications in equipment or other requirements of the contract, but may not commit the Government to such changes, modifications, or adjustments without going through the CO.

   a. USFS. For all national contracts, the COR is assigned at the Agency’s option. For other contracts, the COR may be the Helicopter Manager.

   b. OAS. For all aviation contracts (except the National CWN contract), and unless otherwise stated by agreement, the COR is assigned at the Bureau’s or Office’s option. For example, the State Aviation Manager in the Bureau of Land Management is usually the COR. For the National CWN contract, the CO-Project Inspector relationship is direct, with no COR assigned.

4. Project Inspector (PI). The PI is designated by the COR to assist in implementing the COR’s instructions, as required. Responsibilities of the PI may include:

   • Verifying services performed by the vendor.
   • Ensuring vendor’s compliance with contract specifications and provisions.
   • Discussing daily work requirements and ordering service within the contract provisions.
   • Discussing problems which occur with the vendor and recommending solutions to the COR.
   • Completing Form HCM-1, Aircraft Contract Daily Diary. Any problems of a serious nature are brought immediately to the attention of the COR and CO.

   a. USFS. For all national contacts, the Helicopter Manager is the PI. For other contracts, the Helicopter Manager may be the PI.

   b. OAS. For all aviation contracts, unless otherwise stated by agreement, the PI is assigned at the Bureau’s or Office’s option. For example, both the District Aviation Manager and the Exclusive-Use Helicopter Manager in the Bureau of Land Management may have Project Inspector duties.
Exhibit D-1: OAS Contract Administration Organization

CONTRACTING OFFICER (CO)

CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)

CONTRACTING OFFICER’S REPRESENTATIVE (COR)

PROJECT INSPECTOR (PI)²

Exhibit D-2: USFS Contract Administration Organization

Contracting Officer (NIFC)

Administrative Contracting Officer (ACO) (Region)

Contracting Officer’s Technical Representative (COTR) (At NIFC or at Region)

Contracting Officer’s Representative (COR)

Project Inspector (PI)³

Appendix D-4
II. Flight Payment Forms and Instructions.

The proper completion of flight payment documents is essential to the correct, timely payment of vendors.

To meet OMB Circular A-123, Internal Control Review, and OMB Circular A-126, Improving The Management and Use of Government Aircraft, close attention should be paid to the processes and procedures outlined in Appendix A, Helicopter Management Forms and Checklists, and to the instructions contained in this appendix.

A. Services Ordered and Received by the US Forest Service

1. All flight time, daily availability and other authorized charges or deductions shall be recorded on a Flight Use Report in Aviation Business System (ABS). At the end of each day data shall be entered and reviewed by the Government and the Contractor’s Representative.

2. Approved invoices will be packaged electronically for payment on a semi-monthly basis for submission through the ABS process and electronically forwarded to the contractor for review and approval. Corrections shall be returned electronically to the designated representative for resolution. Upon approval, the package will be electronically forwarded to the Albuquerque Service Center (ASC) for payment. Invoices accumulated during the first half of the month will be processed for payment about the 15th and those accumulated during the last of the month will be processed about the 1st of the following month.

Go to http://www.fs.fed.us/business/abs “Getting Started” for instructions and more information.

B. Services Ordered and Received by OAS.

1. Vendors shall make electronic payment invoice requests through a controlled electronic invoice and reporting system. All flight time, daily availability and other authorized charges or deductions shall be recorded on an OAS23e. A copy, signed by the Pilot and Government Representative, of the 23e is submitted to the vendor for uploading to the Aviation Management System (AMS). Supporting invoices and/or documentation shall be attached electronically to the report.

2. Payment invoices are to be submitted no sooner than every two weeks or upon conclusion of a project.