

NOAA Agreement No: 76244
DOI AM Agreement No: AM2643

Reimbursable Interagency Agreement

Between

**U.S. Department of Commerce,
National Oceanic and Atmospheric Administration,**

And

**U.S. Department of the Interior,
National Business Center,
Aviation Management**

For

Aviation Services Procurement

I. Purpose. To establish procedures and guidelines for personnel of the National Oceanic and Atmospheric Administration (NOAA) to utilize aviation services provided by the U.S. Department of the Interior (DOI), National Business Center (NBC), Aviation Management (AM). This effort is in direct support of the missions conducted by NOAA. NOAA currently does not have the resources available to support all of the requests for aircraft, nor the personnel needed to inspect and certify the potential commercial vendors that can supplement the requirements for aircraft support. The DOI AM has a system in place to inspect and certify commercial vendors and maintains a database of approved aircraft and vendors to support government operations.

II. Authority. This Agreement is entered into pursuant to the provisions of the Economy Act (31 U.S.C. 1535), as well as the following programmatic authorities:

Coastal Zone Management Act (16 U.S.C. 1451 et seq.)
National Weather Service Organic Act (15 U.S.C. 313)
National Marine Sanctuaries Act (16 U.S.C. 1431 et seq.)
Endangered Species Act (16 U.S.C. 1531 et seq.)
Marine Mammal Protection Act (16 U.S.C. 1361 et seq.)
Coast and Geodetic Survey Act (33 U.S.C. 883a et seq.)
Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.)

III. Economy Act Findings.

As set forth in the attached Determinations and Findings (D.F.) (Attachment 1) pursuant to 48 CFR 17.503, NOAA warrants that sufficient funding amounts are available for each "billee

code" that is properly set up between DOI and NOAA. This agreement is in the best interest of the United States Government and the services will be provided most efficiently and cost effectively by a commercial enterprise under an existing AM procurement.

NOAA understands that the services defined herein will be acquired through an existing contract of the DOI AM, entered into before placement of the order, to meet the requirements of the DOI AM for the same or similar supplies or services and DOI AM has capabilities or expertise to enter into a contract for such supplies or services which is not available within NOAA.

DOI AM warrants that it is able to provide or acquire by contract the requested services. DOI AM warrants that it has adequate statutory authority for the contractual action and will comply fully with the competition requirement of Part 6 of the Federal Acquisition Regulation as well as all other legal or regulatory requirement applicable to the contract.

IV. Statement of Work. This Agreement describes the work relationship between NOAA and DOI AM in support of the use of commercial vendor aviation services in the furtherance of NOAA missions and programs.

A. DOI Aviation Management will:

(1) Provide NOAA with procurement of commercial aviation flight services in direct support of NOAA program needs. Payment for these services shall be based upon the direct procurement costs plus an administrative surcharge as specified in DOI AM Operational Procedures Memorandum (OPM)-06 Services Provided Use Rates and Payments and Collection Policies for services to non-Interior agencies. This OPM is reviewed annually.

(2) Establish a "billee code" for NOAA identified accounting and officials authorized to place orders against this billee code. DOI AM shall promptly deactivate any billee code when notified in writing (email is acceptable) by NOAA that it is no longer valid or necessary. The Department's enabling legislation dictates the Working Capital Fund must recover all costs of operation. An annual review of cost versus administrative charge received for NOAA activities shall be conducted at fiscal year end. Negative/positive balances may "roll-over" to the next fiscal year. All balances between expenses and revenue shall be rectified between DOI AM and NOAA before this Agreement is terminated.

(3) Provide NOAA NMAO, Program Services and Outsourcing Division liaison with a copy of the Services/Price Schedule (OAS Form 10 or 11) for Aircraft Rental Agreement's (ARA's) requested by, and established for, NOAA NMAO. Provide copies of other ARA service/price schedules for vendors used by NOAA, as requested.

(4) Where appropriate, establish an Aircraft Rental Agreement (ARA) on behalf of, and as requested by, NOAA. Projects utilizing DOI AM ARA procured aviation services are limited to a maximum of \$25,000 per project unless authorized by the DOI AM Contracting Officer.

(5) Provide Aircraft Contracting Support on behalf of' and as requested by,

NOAA. Aircraft Contracting Services are required for aviation services in excess of \$25,000.

(6) Ensure commercial pilots and aircraft meet DOI AM standards under the ARA for point-to-point activities and/or the ARA Supplements for any special use activities requested.

(7) Pay commercial vendor invoices received and validated by NOAA NMAO. Submission of Form OAS - 23, Aircraft Use Report is a requirement for all flights conducted under a DOI AM procurement document.

(8) Provide NOAA NMAO Program Services and Outsourcing Division liaison a "Detail of Charges" printout twice each month. Special reports are available upon request.

(9) Participate as an "interested party" in aircraft accident and selected other mishap investigation(s) occurring while operating under this agreement.

B. The National Oceanic and Atmospheric Administration (NOAA) will:

(1) Establish a point of contact within the NMAO Program Services and Outsourcing Division, to act as a liaison between the NOAA Line Offices and DOI AM. The initial establishment of an ARA with a new vendor, adding aviation resources to an existing ARA, or questions/disputes shall be handled by the NOAA NMAO Program Services and Outsourcing Division liaison. If an ARA already exists, established either for another DOI AM customer or for NOAA, the user may go directly to the vendor list to select an approved resource.

(2) Ensure all requests for new Aircraft Rental Agreements or for additional aircraft to be added to existing Agreements shall be submitted to DOI AM through the NMAO liaison on Form OAS-20.

(3) Ensure, before flying with the vendor, that the aircraft and pilot provided are approved (carded) for the specific mission to be conducted. The NOAA Line Office Principle Investigator/Program Manager shall request to see the appropriate documentation prior to flight.

(4) Ensure all air charter activities are documented on the Form OAS-23, Aircraft Use Report, with the correct Billee Code and NOAA NMAO Management Code(s) properly noted, aircraft activities properly noted and signed by the NOAA user, and forwarded to the U.S. Department of the Interior, National Business Center, Aviation Management, 300 E. Mallard Dr., Suite 200, Boise. ID 83706-3991.

(5) Utilize the DOI AM Aviation Mishap Information System (AMIS) and submit SAFECOM's (safety communiqués) for all aircraft incidents/mishaps/accidents, observed aviation hazards, aircraft maintenance deficiencies, and airspace intrusions

occurring while operating under this Agreement. Submit SAFECOM's to the DOI AM Aviation Safety Office on the DOI AM homepage at www.oas.gov.

(6) Ensure DOI AM is reimbursed for all costs associated with providing commercial aviation service vendors for NOAA use as specified in DOI AM Operational Procedures Memorandum (OPM)-06 Services Provided Use Rates and Payments and Collection Policies for services to non-Interior agencies. An annual review of cost versus administrative charge received for NOAA activities shall be conducted at fiscal year end. All negative balances between expenses and revenue shall be rectified between DOI AM and NOAA before this Agreement is terminated.

(7) Refer any technical or administrative questions relating to the aviation service provider (commercial vendor) to the appropriate DOI AM Contracting Officer Technical Representative (COTR) or DOI AM Aviation Resources Specialist. (Attachment 2)

V. Term of the Agreement. This agreement shall become effective at the time of the last signature of the appropriate official. The agreement shall expire on September 30, 2009 unless formally reaffirmed or rewritten as necessary or terminated at an earlier time as provided for in this agreement. A review of the activity and provisions of this agreement shall be completed not later than June 30, 2007 to determine if the agreement should be renewed or allowed to expire.

VI. Key Officials.

VADM Conrad C. Lautenbacher, Jr., USN (Ret.), Under Secretary for Oceans and Atmosphere and NOAA Administrator
Herbert C. Hoover Building, Room 5128
14th and Constitution Ave, N.W.
Washington, D.C. 20230
202-482-3436 FAX: 202-408-9674

Mr. Michael A. Martin, Associate Director
U.S. Department of the Interior
National Business Center
Aviation Management
300 E. Mallard Dr.
Suite 200
Boise, ID 83706-3391
208-433-5000 FAX: 208-433-5007 michael_martin@oas.gov

NOAA NMAO Liaison:

LT Debora R. Barr, Aviation Program Coordinator
National Oceanic & Atmospheric Administration
NOAA Marine and Aviation Operations, Program Services and Outsourcing Division
NMAO3, SSMC3, Room 12728
1315 East-West Highway
Silver Spring, MD 20910-3282

301-713-3425, x103

FAX: 301-713-1541 Debora.R.Barr@noaa.gov

AM Liaison:

Mr. Robert H. Lewis, East Area Director
Aviation Management East Area
3190 NE Expressway, Suite 110
Atlanta, GA 30341-5323
770-458-7474

FAX: 770-458-6677

robert_lewis@oas.gov

VII. Reports. DOI AM shall provide NOAA NMAO Program Services and Outsourcing Division liaison a "Detail of Charges" twice monthly, in agreed to format. General Services Administration (GSA) Federal Aviation Interactive Reporting System (FAIRS) flight information will be updated quarterly by DOI AM and provided to NOAA NMAO for their approval.

VIII. Payment Terms. Services requested include arrangement of commercial aviation services through the DOI AM aircraft rental system using Aircraft Rental Agreements (ARA's), as well as requested aircraft contracting support, in accordance with U.S. Department of the Interior policy manuals. Payment for ARA services, and contracting support will be provided in accordance with DOI AM OPM-06, Services Provided Use Rates and Payment and Collection Policies. This agreement is subject to the availability of appropriated funds. DOI AM uses the Department of the Treasury, Intergovernmental Payment and Collection System (IPAC) to recover the cost of services provided.

IX. Required Clauses. During the performance of this agreement, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex or national origin.

No member of or delegate of Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise there from, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

Nothing herein is intended to conflict with current DOC or DOI directives. If the terms of this Agreement are inconsistent with existing directives of either of the agencies entering into this Agreement, then those portions of the Agreement which are determined to be inconsistent shall be invalid, but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review of the Agreement, all necessary changes will be accomplished either by an amendment to this Agreement or by entering into a new Agreement, whichever is deemed expedient to the interest of both Parties.

Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each Party and presented to the other Party for consideration. If agreement on interpretation is not reached within 30 days, the

Parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

X. Termination. Either signatory party may terminate this agreement by providing 30 days written notice to the other.

XI. Authorizing Signatures.

Aviation Management:

Signed March 2002

Michael A. Martin, Associate Director, DOI AM

National Oceanic and Atmospheric Administration:

Signed on February 28, 2002

VADM Conrad C. Lautenbacher, Jr., USN (Ret.), Under Secretary of Commerce for Oceans and Atmosphere and NOAA Administrator

Acknowledgment:

NOAA, National Weather Service:

Signed on November 30, 2001

John E. Jones, Deputy Assistant Administrator

NOAA, National Environmental Satellite, Data, and Information Service:

Signed on November 26, 2001

Mary M. Glackin, Deputy Assistant Administrator

NOAA, Office of Oceanic and Atmospheric Research:

Signed on November 30, 2001

Louisa Koch, Deputy Assistant Administrator

NOAA, National Marine Fisheries Service:

Signed on December 3, 2001

John Oliver, Deputy Assistant Administrator

NOAA, National Ocean Service:

Signed on November 28, 2001

Jamison S. Hawkins, Deputy Assistant Administrator

NOAA, Office of Finance and Administration:

Signed on November 16, 2001

Sonya G. Stewart, Chief Financial Officer/Chief Administrative Officer

NOAA, Office of Marine and Aviation Operations:

Signed on November 26, 2001

Rear Admiral Evelyn Fields, Director

NOAA, Aircraft Allocation Council:

Signed on February 28, 2002

Scott B. Gudes, Deputy Under Secretary for Oceans and Atmosphere, Chairperson, NOAA Aircraft Allocation Council

**DETERMINATION AND FINDINGS
FOR AN ECONOMY ACT
FOR USAGE AND LEASE OF COMMERCIAL AIRCRAFT FROM THE
DEPARTMENT OF INTERIOR**

Pursuant to FAR 17.503, I hereby make the following findings and determination in support of the Economy Act order described below.

FINDINGS

1. Nature and description of the supplies or services required.

a. The National Oceanic and Atmospheric Administration (NOAA), Marine and Aviation Operations (NMAO) desires to enter into an Interagency Agreement with the U.S. Department of Interior, Aviation Management (DOI AM) for the usage and lease of commercial aircraft as defined in the proposed interagency agreement entitled "Aircraft Services Procurement." This Economy Act will require contracting action of the part of the servicing agency.

b. The cost for these services will be defined in individual Aircraft Rental Agreements and the rates determined to be fair and reasonable by the DOI, AM Contracting Officer. Funding availability/certification will be provided by the NOAA office requiring said services with evidence forwarded to DOI AM.

2. Legal Authority

a. This action is authorized by the Economy Act, 31 U.S.C. 1535. Additional authorities to acquire the subject services are outlined in the above referenced agreement.

3. Compliance

a. This action does not conflict with any other agency's authority or responsibility.

b. This action complies with FAR Section 6.002 in that this action is not being entered into with another agency for the purpose of avoiding competition requirements.

c. This action is not being used to circumvent conditions and limitations imposed on the use of funds.

d. Orders have not yet been placed for the supplies or services with the servicing agency.

e. The servicing agency intends to comply with all applicable laws and regulations and is willing to accept this order.

4. Rationale

a. This action is in the best interests of the Government. It is imperative that NOAA ensure the aircraft it uses for conducting its business are reasonably inspected to meet certain safety and performance requirements. Also, the pilots of these aircraft are inspected to ensure they have the appropriate skills necessary to conduct the flights as defined in an Aircraft Rental Agreement (ARA). Accordingly, through this action, NOAA will capitalize on DOI AM's expertise and experience in defining the most appropriate laws, policies and procedures associated with acquiring aircraft services, acquiring these services, and inspecting the aircraft and pilots to ensure compliance with these specific safety laws, policies and procedures. This action is in the best interest to the Government because it will capitalize on existing capabilities/agreements within the Federal Government thereby avoiding duplicative spending or wasted effort.

b. The ordered services cannot be provided as conveniently and cheaply by contracting directly with a private source. The ordered services include site visits (to the aircraft service provider's facility) to review their skills and collect information on the particular cost and business practices. Due to the volume and frequency acquiring these services, DOI AM has an established infrastructure and standards culminating in a unique expertise in this area.

c. The services clearly are within the scope of activities that DOI AM normally contracts for those services for itself.

5. Acquisition Authority

a. The servicing agency has adequate statutory authority for the contractual action and can perform the contract administration.

b. The acquisition will appropriately be made under an existing contract of the servicing agency entered into, before placement of the order, to meet the requirements of the servicing agency for the same or similar services. The resulting Interagency Agreement will require the servicing agency to comply with all applicable Federal procurement laws/regulations including the Competition in Contracting Act.

6. Responsibilities

a. Servicing agency. The servicing agency will be responsible for the respective services described in the attached Interagency Agreement between NOAA and DOI AM.

b. Requesting agency. The requesting agency will be responsible for funding the required services described in the attached Interagency Agreement between NOAA and DOI AM.

7. Source Availability

This action conforms to the requirements of FAR Subpart 7.3, Contractor vs. Government

Performance. The supplies or services are obtained from existing contracts with commercial sources. The oversight responsibility cannot be performed by a private source.

8 Delivery Requirements

See attached Interagency Agreement between NOAA and DOI AM.

9. Payment Provisions

See the referenced Interagency Agreement.

DETERMINATIONS

Based on the foregoing findings, the Office of Marine and Aviation Operations warrants that the following requirements of FAR 17.503 are met:

1. Sufficient finding amounts are available to accomplish this agreement.
2. This action is in the best interests of the Government.
3. The servicing agency is able to provide and obtain by contract the required services.
4. The ordered services cannot be provided as conveniently and economically by contracting directly with a private source.
5. Relative to the inspection of contractor aircraft and skills, the servicing agency has an established infrastructure that results in a unique expertise and ability not available within NOAA.
6. The services clearly are within the scope of activities of the servicing agency and that agency normally contracts for those services for itself.
7. The servicing agency is not being paid any fee or charge in excess of the estimated costs of entering into and administering The contract or agreement under which the order is filled.
8. This agreement requires contracting action by the servicing agency. Any resulting contract actions will appropriately be made under an existing contract of the servicing agency, entered into before placement of the order to meet the requirements of the servicing agency for the same or similar supplies or services.

Signed on September 6, 2001
Robert E. Ransom, Contracting Officer

C4.2 Contracting Officer's Technical Representative (COTR). The COTR listed for each Area or Regional Office is authorized to take any or all actions necessary to assure compliance with provisions of the agreement. The COTR will conduct all requested or required inspections. The COTR listed at the DOI AM Headquarters address is for all matters concerning accident and incident with potential investigations.

The COTR for the West Area is:

West Area Director
DOI AM West Area Office
2741 Airport Way
Boise, Idaho 83705

Phone: 208-334-9310
Fax: 208-334-9303

The COTR for the East Area is:

East Area Director
DOI AM East Area Office
3190 NE Expressway
Ste.110
Atlanta, GA 30341

Phone: 770-458-7474
Fax: 770-458-6677

The COTR for Alaska Region is:

Chief, Div of Tech Services
DOI AM Regional Office
4405 Lear Court
Anchorage, AK 99502-

Phone: 907-271-4326
Fax: 907-271-4788

The COTR for aviation safety issues is the DOI AM Aviation Safety Manager:

Aviation Safety Manager
DOI Aviation Management
300 E. Mallard Dr., Suite 200
Boise, Idaho 83706-3991

Phone: 208-433-5070
Fax: 208-433-5069