



SERVICE LEVEL AGREEMENT

Between the

AVIATION MANAGEMENT DIRECTORATE

NATIONAL BUSINESS CENTER

DEPARTMENT OF THE INTERIOR

And

NOAA Marine & Aviation Operations

AVIATION MANAGEMENT SERVICES

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I. STATEMENT OF LEGAL AUTHORITY

The National Business Center (NBC), Office of the Secretary, Department of the Interior agrees to provide services and/or product support as outlined below to the NOAA Marine & Aviation Operations pursuant to the Government Management Reform Act (GMRA) of 1994 and pursuant to authority 43 U.S.C. § 1467, 1468, which established the Department of the Interior Working Capital Fund. Other authorities under which the NBC operates include the Economy Act, 31 U.S.C. 1535.

II. PURPOSE

The purpose of this document is to identify the services and support provided to the customer by the National Business Center, Aviation Management. This SLA also establishes service levels and metrics and organizational responsibilities as applicable.

The NOAA Marine & Aviation Operations and the Department of the Interior, National Business Center, Aviation Management Directorate (servicing activity) have entered into this agreement for the purposes of establishing aviation services specifically for and behalf of the NOAA Marine & Aviation Operations.

III. PERIOD OF PERFORMANCE

This agreement becomes effective upon signature by all parties of the corresponding Interagency Agreement (IAA). This SLA will remain in effect until the IAA is amended, replaced, or terminated by signed, mutual agreement of both organizations. The IAA that provides funding for the services must be renewed annually to ensure continuation of services.

IV. LIST OF SERVICES

Following is a listing of Aviation Management services offered by NBC-AM that will be provided to the customer under request under the IAA and this supporting SLA. Requests for additional support not initially requested or included in this SLA could result in modifications to the IAA and SLA.

Aviation Safety

- Mishap prevention programs that provide implementation of aviation safety guidelines, goals, and safety performance metrics.

Aviation Safety Training

- Aviation-training services providing knowledge and expertise in aviation and accident prevention policy, procedures, and best safe operating practices.
- Development, implementation, and maintenance of an aviation-training program that meets the customer's needs (Departmental and agency specific).
- Classroom and online training as available. Online training offers web-based instructional technology to provide customers the opportunity to fulfill their aviation training requirements from their own desktop.

Aviation Flight Services Support

- Flight Requirement Analysis specific to a bureau needs.
- Acquisition Management and Support for Commercial Aviation Flight Services. Aviation Management works with the customer to offer various aircraft procurements tailored with the technical specifications, specifying aircraft capabilities and limitations to meet the customer needs. Commercial aircraft and pilots are inspected and approved to the standard required in the award.
- Flight Scheduling and Coordination. Aviation Management offers assistance scheduling and coordinating commercial flight missions using On-Call and Aircraft Rental Agreement resources.

Additional requests for services such as Mishap Investigation and Trend Analysis are not included in this agreement and if required will require modifications to the IAA and mutually agreed to by both organizations.

V. RESPONSIBILITIES

A. Customer Responsibilities:

1. Ensure all requests for commercial aircraft services are properly funded and committed within the NOAA Marine & Aviation Operations. The customer should provide AMD a valid commitment document such as a Purchase Order approved by a warranted Contracting Officer for each unique funding order placed under AMD contracts.
2. Reimburse NBC-AM for services provided based upon the FY10 Interagency Agreement for services provided and actual contract expenditures paid through the NBC-AM. Billings will be processed through US Treasury, Intra-governmental Payment and Collection System.
3. Ensure all air charter activities are documented on the form AMD-23, Aircraft Use Report, with the correct organizational account information. The customer shall also ensure that aircraft activities are properly noted on the AMD-23 and that they are signed by an authorized Government representative, and forwarded to the U.S. Department of the Interior, National Business Center, Aviation Management, 300 East Mallard Drive, Suite 200, Boise, Idaho 83706.
4. If needed, this agreement authorizes the customer to utilize the Aircraft Rental Agreements (ARA) currently maintained by AMD, to acquire intermittent aviation services that are consistent with the terms of the agreement. The customer shall ensure that individuals who are authorized to use these agreements are familiar with and understand the terms of the agreements, as well as the procedures for procuring aircraft and the associated documentation required to support such procurements. Aircraft may be procured up to and including the \$25,000 maximum order limitation for any given flight or individual project. Projects estimated to exceed \$25,000 shall be referred to the AMD Regional Office for procurement assistance. Failure to adhere to the ordering provisions of the ARA may result in revocation of the customer's authority to use said agreements. Training on the proper use of the ARA is available from the NBC-AMD Regional Office, Flight Coordination Specialists.
5. Operational Use and Control. Contract aircraft furnished as a result of this agreement, are intended to be utilized in accordance with this agreement, including those terms and conditions contained in the contract under which the aircraft was acquired. The using agency agrees to comply with these terms in its utilization and operation of the aircraft. The using agency assumes operational control of contracted aircraft and associated liability for all damages or claims arising from the operation of the aircraft.
6. Contract claims - Contract claims are defined as claims arising from the using agency's

failure to comply with the terms of the contract. Contract claims arising from the breach of duty under contracts executed as a result of this agreement will be adjudicated by the DOI/AM Contracting Officer on behalf of the using agency. Contract claims denied by the DOI/AM may result in hearings and/or adjudication at the DOI, Board of Contract Appeals or the U.S. Court of Claims. The using agency is responsible for participating in the adjudication of such claims and to provide written statements and witnesses, as appropriate. The using agency agrees to reimburse the DOI/AM for any and all costs associated with claims submitted and adjudicated as a result of such contracts claims. Reimbursement shall include actual third party settlement costs, including interest, penalties. Reimbursement shall also include DOI/AM's costs associated with adjudicating the claim, including salaries, travel (as necessary) and legal expenses associated with the defense and or settlement of such claims. Payment of contract claims shall be reimbursed to the DOI/AM within thirty (30) calendar days from date of submittal. Failure to make payment shall result in the addition of prompt payment interest at rates determined by the Secretary of the U.S. Treasury.

7. Tort claims (non-contract) against agency personnel arising as a result of the operation of contracted aircraft under this agreement shall be adjudicated by the using agency. The using agency shall be responsible for receiving, processing, adjudicating, settling and payment for all such tort claims.

8. Cancellation of services – The customer will be responsible for NBC-AMD incurred costs regardless of any cancellation of services.

B. NBC-AM Responsibilities:

1. Provide the NOAA Marine & Aviation Operations with procurement of commercial aviation flight services in direct support of customer's program needs. The Department of the Interior's enabling legislation dictates the Working Capital Fund must recover all costs of operation. An annual review of cost versus administrative fee received for activities shall be conducted at fiscal year end. NBC-AMD reserves the right to adjust provisional fees charged if costs exceed initial estimates.

2. Provide a full range of contract administration support, excepting on-siter management of the aircraft which is the responsibility of the using agency.

3. Pay commercial vendor invoices received and validated by designated NOAA Marine & Aviation Operations representative.

4. Initiate an IPAC for AMD fees and direct reimbursable costs. Documentation will be provided to the NOAA Marine & Aviation Operations of contract expenditures. Both NBC-AM and NOAA Marine & Aviation Operations will:

5. Adhere to the policies, procedures, and regulations stipulated in the following DOI/NBC-AM Department Manuals (DM) and Operational Procedures Memorandum (OPM) and agree to include these documents as part of the agreement:

- a. 350 DM 1 - General Administrative, Roles and Responsibilities
- b. 352 DM 6 - Aircraft Accident/Incident Reporting & Investigation (this requirement is necessary if agreed to by both parties and is included in the IAA). This is an additional service beyond this SLA at this time.
- c. 353 DM 1 - Aircraft Contracting and Procedures for Requesting NBC-AM Contracted

Service

6. Ensure that future changes to these are made by the mutual agreement of both parties. Additional regulations that may come into effect during the term of this agreement and are determined by both parties to be applicable to the service provided herein will become a part of this agreement.

VI. PERFORMANCE MEASUREMENT

Measurement of the NBC activities is critical to improving services and is the basis for cost recovery for services provided. The NBC-AM has identified activities critical to meeting the NOAA Marine & Aviation Operations requirements and have agreed upon how these activities will be measured.

Aviation Management will measure its progress, effectiveness, and efficiency through the following metrics:

Service	Description	Performance Measure
Aviation Services		
All	Timely Customer Service	AMD will respond to customer service requests in a timely manner (24-48 hours) 95% of the time .
	Problem Resolution	Customer issues will have an agreed upon resolution plan developed within 3-5 days of the initial notification of the issue 95% of the time and the plan will be fully executed within those agreed upon timeframes 95% of the time. Problem resolution plans are tracked by senior management.
Aviation Flight Services Support	The COTR ensures the timely inspection of aircraft.	AMD COTR will ensure the inspection of aircraft procured under DOI exclusive use contract on time, 95% of the time as stipulated in the procurement document, or not later than three days before the reporting date for the contract.
	Customer follow-up	AMD will contact customers within 90 days of contract start 95% of the time to determine if follow-up evaluation (spot inspections) are required.
	Commercial aircraft request	AMD will complete commercial aviation service requests (AMD-13) within standard required deadlines 95% of the time unless negotiated otherwise with customer.
Aviation Safety	SAFECOM review	AMD will perform initial review of all SAFECOMs within 24 hours 100% of the time for action assessment.
	SAFECOM accountability	AMD will review and assign responsibility for all SAFECOM issues within 10 working days 95% of the time.
Aviation Training	IAT availability	AMD will ensure Online Training is available 95% of the time.

VII. SECURITY

Security roles, responsibilities, and procedures related to this document are defined in the Security Services Advisory (SSA) that is provided as a separate document to the customer if required. If there are no special security roles, responsibilities, and procedure related to the services to be provided to the customer by the NBC, then the SSA will not be necessary.

VIII. FUNDING

Pursuant to the Government Management Reform Act (GMRA) of 1994 and under authority of the Interior Working Capital Fund legislation: *Pub. L. No. 43 U.S.C. § 1467, 1468*, which established the Department of the Interior Working Capital Fund. Other authorities under which the NBC operates include the Economy Act, 31 U.S.C. 1535. The NBC is required to recover all direct and indirect costs for services provided. The official funding document that supports this SLA is the IAA. On an annual basis, both parties will approve funding to ensure continuation of services by signing an IAA. Failure to sign the IAA in a timely manner may result in a discontinuation of services by the NBC.

This SLA is neither a fiscal nor a funds obligation document. Nothing in this SLA authorizes nor is intended to obligation either the customer or the NBC to expend, exchange, or reimburse funds, services, or supplies; transfer or receive anything of value; or enter into any contract, interagency agreement, or other financial obligation. This SLA is strictly for the NBC and the customer's internal management purposes.

IX. TERMINATION CLAUSE

Termination provisions are included in Block 10 of the IAA. The IAA and SLA may be terminated before the end of the performance period by providing at least 60 days calendar notice from either party or by mutual agreement between the parties. The customer is responsible and will be billed for all costs incurred until the time of termination. If either or both parties terminate the IAA pursuant to Block 10 of the IAA, this SLA shall be considered to be terminated automatically on the date that the IAA is terminated.

X. DISPUTE RESOLUTION

Issues unable to be resolved informally between the NBC and the customer will be handled as follows:

- Either party may submit a formal request in writing to the other party. The formal request will be elevated internally to the appropriate management level for review/concurrence. The parties then have 60 days to reach an agreed upon resolution to the dispute. If the issue warrants immediate attention such as for security incidents or events impacting sensitive or personally identifiable information (PII), it will be resolved with urgency.
- In the event those officials cannot resolve the dispute within 60 days, they will designate a mutually acceptable, independent third party to review the facts and recommend a fair resolution. This independent third party must define the recommended resolution within 60 days, which both disputing parties agree to accept, with a suggested timeframe for implementation of said resolution. The costs for the third party review will be paid equally by the NBC and customer.

XI. APPROVAL

This SLA accompanies the IAA and is considered mutually binding for the NBC and the customer.