

D.23 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

The following attachments are made a part of this solicitation and any resultant agreement.

TITLE
Exhibit A – Definitions & Abbreviations
Exhibit B – Payment Office Information
Exhibit C - Harassment-Free Workplace Policy
Exhibit D – Not Applicable
Exhibit E - Standard Contractor Performance Report
Exhibit F – Safety Standards
Exhibit G – Emergency Equipment Shift Ticket OF-297
Exhibit H - Not Applicable
Exhibit I – Not Applicable

EXHIBIT A – DEFINITIONS AND ABBREVIATIONS

The specific meanings of terms used in this specification may be found in the Glossary of Terms of the Fireline Handbook, NWCG Handbook 3; PMS 410-1; NFES 0065, and any other prevailing current NWCG publication unless otherwise defined herein:

AGENCY – See “Government”.

AGENCY COOPERATOR – Local Government entities available through agreement to assist the Federal and State Government agencies.

AGREEMENT – References the Blanket Purchase Agreement documented on the SF-1449/OF-294, and its attachments.

CAMPSITE – Any area designated by the Government where there are facilities in support of an incident.

CCR – Contractor Central Registration

CMVSA – Commercial Motor Vehicle Safety Alliance

CO – Contracting Officer

COR – Contracting Officer’s Representative – GOVERNMENT agent/employee responsible for assisting in the administration of the agreement and who has been designated by the Contracting Officer (CO).

DESIGNATED DISPATCH POINT (DDP) – Physical address where the resource is located

FS – Forest Service

FMCSA – Federal Motor Carrier Safety Administration

GACC – Geographic Area Coordination Center.

GAWR – Gross Axle Weight Rating

GOVERNMENT – United States Department of Agriculture – Forest Service (USDA-FS), National Park Service (NPS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), and United States Fish & Wildlife Service (USF&WS), Federal Emergency Management Agency (FEMA)

GOVERNMENT REPRESENTATIVE – Those employees of the agencies listed under the definition of Government that have a designation in writing or are designated by their position.

GVAW – Gross Vehicle Axle Weight

GVWR – Gross Vehicle Weight Rating

HOST DISPATCH CENTER – Interagency dispatch center responsible for dispatching resources under this agreement

HOST DISPATCH ZONE – Geographic area defined by the Host Dispatch Center’s area of authority.

ICS – Incident Command System

IIBMH – Interagency Incident Business Management Handbook

INCIDENT – An occurrence or event, either human-caused or natural phenomena, that requires action by emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources.

INITIAL ATTACK– A planned response to a wildfire given the wildfire’s potential fire behavior. The objective of initial attack is to stop the spread of the wildfire and suppress it at least cost. An aggressive suppression action that is consistent with firefighter and public safety.

ON SHIFT – Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.

OPERATIONAL PERIOD – Equal to one shift, an operational period is defined by the incident action plan.

ORDINARY WEAR AND TEAR – Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment.

POINT OF HIRE – The Contractor’s place of business or where resource is located at the time of dispatch.

POINT OF RELEASE – The location from which a contractor is released upon expiration or termination of required services. This point may be the same as the point of hire.

PROPERTY – (Use definition in Interagency Incident Business Management Handbook)

- Accountable Property. Items with a purchase price of \$5,000 (USDA, USDI) or more, or items that the incident agency considers sensitive, such as cameras, computers, chainsaws, and radios, are accountable and are marked with an agency identification number.
- Durable Property. Durable properties are those non-accountable items that have a useful life expectancy greater than one incident (e.g., sleeping bags, water handling accessories, tents, headlamps, tools). This property may be marked with paint or etching to show “US GOVT”, or an agency specific marking.
- Consumable Goods. Consumable goods are items normally expected to be consumed on the incident (e.g., batteries, Meals Ready to Eat, plastic canteens, petroleum products). This property is not marked.

RON – Remain Over Night

ROSS – Resource Ordering and Statusing System

SUPPRESSION – All the work of extinguishing or confining a fire beginning with its discovery

UNDER HIRE – Refer to D.21.5.

EXHIBIT B – PAYMENT OFFICE INFORMATION

FOREST SERVICE

Incident Payment Center
101B Sun Drive NE
Albuquerque, NM 87105

1-877-372-7248

BUREAU OF LAND MANAGEMENT (BLM)

Emergency Equipment Rental Use Invoice packages shall be returned to the local BLM Incident Host Agency. The BLM will process the use invoice packages in accordance with BLM policy.

NATIONAL PARK SERVICE

Attn: Debbie Townsend
13461 Sunrise Valley Drive
Herndon, VA 20171

703-487-9310

EXHIBIT C - HARASSMENT FREE WORKPLACE POLICY

POLICY: The National policy states: The Forest Service will not tolerate harassment based on race, national origin, religion, age, mental or physical disability, color, sex, or any other non-merit factors.

The Forest Service strives for a harassment-free work environment where people treat one another with respect. Managers, supervisors, and all employees, as well as our contractors, cooperators and volunteers have the primary responsibility for creating and sustaining this harassment-free environment (by example, by job supervision, by coaching, by training, by contract enforcement, and by other means). All employees, contractor personnel, and visitors must take personal responsibility for maintaining conduct that is professional and supportive of this environment.

ACTION REQUIRED: Managers and supervisors must take immediate action to stop harassment (or any other inappropriate behavior), to protect the people targeted and to take all reasonable steps to ensure that no further harassment or retaliation occurs. Employees who witness harassment should report it to the proper authority.

LOCATIONS COVERED: The contractors work environment covers any area where employees work or where work-related activities occur including travel. This includes field sites, incident bases, staging areas, firelines, government buildings and other facilities such as fitness centers and campgrounds. Also included are vehicles or other conveyances used for travel.

WHAT HARASSMENT IS: Harassment is coercive or repeated, unsolicited and unwelcome verbal comments, gestures or physical contacts and includes retaliation for confronting or reporting harassment. Examples of harassment include, but are not limited to, the following:

Physical conduct: Unwelcome touching, standing too close, inappropriate or threatening staring or glaring, obscene, threatening, or offensive gestures.

Verbal or written conduct: Inappropriate references to body parts, derogatory or demeaning comments, jokes, or personal questions; sexual innuendoes; offensive remarks about race, gender, religion, age, ethnicity, sexual orientation, political beliefs, marital status, or disability; obscene letters or telephone calls; catcalls; whistles; sexually suggestive sounds; loud, aggressive, inappropriate comments or other verbal abuse.

Visual, Graphic or Pictorial Displays: Display of nude pictures, scantily-clad, or offensively-clad people; display of intimidating or offensive religious, political, or other symbols; display of offensive, threatening, demeaning, or derogatory drawings, cartoons, or other graphics; offensive T-shirts, coffee mugs, bumper stickers in locations covered above or other articles.

Individuals who believe they are being harassed or retaliated against should exercise any one or more of the following options as soon as possible:

- Tell the harasser to stop the offensive conduct; and/or
- Tell a manager or supervisor about the conduct; and/or
- Contact your Procurement Unit Leader, Contracting Officer, a special Emphasis Program Manager, or any other individual you trust who would take action.

In addition, you may seek help from: Civil Rights Enforcement and Adjudication your local Employee Assistance Program office, or the Regional Office Employee Relations Group.

EXHIBIT D – Not Applicable

EXHIBIT E - Standard Contractor Performance Report

Highlighted blocks are required to be completed.

Evaluation Type: Interim _ Final _ (check one)			
Evaluating Organization (Fire Name):		Reporting Period: From	
Contracting Office:		Contract Number:	to
			Order Number (Resource Order/Incident #):
Contractor Name:		Contractor Address:	
DUNS:		City:	State:
Additional or Alternate Contractor Name:		Zip/Postal Code:	Country:
TIN:	Industrial Code (NAICS):	Commodity Code:	Contract Type:
Contract Award Date:	Contract Expiration Date:	Contract Value:	
Requirement Description (Equipment Type):			

Ratings

Summarize contractor performance and check the number which corresponds to the rating for each rating category (See attached Rating Guidelines).

Quality of Product or Service (How did the Contractor perform, document any noncompliance or performance issues)

0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5=Outstanding

Government Comments for Quality of Product or Service (2000 characters maximum):

Timeliness of Performance (Did the Contractor arrive when expected, demob timely; and perform the work in a timely manner)

0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5=Outstanding

Government Comments for Timeliness of Performance (2000 characters maximum):

Business Relations (Did the Contractor perform in a business-like manner; complete administrative requirements timely)

0=Unsatisfactory 1=Poor 2=Fair 3=Good 4=Excellent 5=Outstanding

Government Comments for Business Relations (2000 characters maximum):

Additional Info

Contractor Key Personnel

Contractor Manager/Principal Investigator (Owner's Name):

Government Comment on Contractor Manager/Principal Investigator (2000 characters maximum): *(If applicable, describe working relationship with government representatives for this assignment)*

Contractor Key Person (Equipment Operator's Name):

Government Comment on Contractor Key Person (2000 characters maximum): *(Describe working relationship with government representatives for this assignment)*

Customer Satisfaction

Is/was the contractor committed to customer satisfaction? Yes No *(Check one)*

Would you recommend the selection of this firm again? Yes No *(Check one)*

Government Comments on Customer Satisfaction (2000 characters maximum): *If no to either of above, explain below*

Admin Info

Project Officer/COTR (Individual completing the evaluation)

Name: _____

Phone: _____

Fax: _____

E-mail Address: _____

Contractor Representative

Name:

Phone:

Fax:

E-mail Address:

Alternate Contractor Representative

Name:

Phone:

Fax:

E-mail Address:

Contracting Officer:
Name:
Phone:
Fax:
E-Mail Address:

Rating Guidelines

Quality of Product or Service

0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding

Unsatisfactory	Non-conformances are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements.
Poor	Overall compliance requires significant Agency resources to ensure achievement of contract requirements.
Fair	Overall compliance requires minor Agency resources to ensure achievement of contract requirements.
Good	There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.
Excellent	There are no quality issues, and the Contractor has substantially exceeded the contract performance requirements without commensurate additional costs to the Government.
Outstanding	The contractor has demonstrated an outstanding performance level that was significantly in excess of anticipated achievements and is commendable as an example for others, so that it justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Timeliness of Performance

0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding

Unsatisfactory	Delays are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards.
Poor	Delays require significant Agency resources to ensure achievement of contract requirements.
Fair	Delays require minor Agency resources to ensure achievement of contract requirements.
Good	There are no, or minimal, delays that impact achievement of contract requirements.
Excellent	There are no delays and the contractor has exceeded the agreed upon time schedule.
Outstanding	The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Business Relations

0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding

Unsatisfactory	Response to inquiries and/or technical, service, administrative issues is not effective. If not substantially mitigated or corrected it should constitute a significant impediment in considerations for future awards.
Poor	Response to inquiries and/or technical, service, administrative issues is marginally effective.
Fair	Response to inquiries and/or technical, service, administrative issues is somewhat effective.
Good	Response to inquiries and/or technical, service, administrative issues is consistently effective.
Excellent	Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.
Outstanding	The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

EXHIBIT F – SAFETY STANDARDS

NOTICE: The following minimum contract standard shall be upheld at all times. The Contracting Officer or appointed representatives (COR) shall consider individuals who cannot meet these minimum requirements UNSAFE and may remove the individual or, if necessary the entire resource from the job site in accordance with the terms of the agreement specification:

A. Heat Stress

There are three forms of heat stress. The mildest is heat cramps. Heat stress can progress to heat exhaustion and eventually heat stroke. Heat stroke is a medical emergency! Delayed treatment can result in brain damage and even death. At the first sign of heat stress, stop work, get into the shade, and begin drinking fluid. See chapter 5 of Fitness and Work Capacity, 2nd ed. (1997). Heat Stress: NFES 1594, PMS-303-1 explains how to detect, treat & prevent heat stress. Cost is 10 cents each.

B. Smoke and Carbon Monoxide

For information on this subject call USDA Forest Service, Technology and Development Program, Publications, (406) 329-3978, and ask for Health hazards of Smoke, Recommendations of the Consensus Conference, April 1997 (Item Number 97512836). Copies are available free of charge in limited numbers.

C. “Six Minutes for Safety” Training

It is recommended that daily Six Minutes for Safety training be conducted that focuses on high risk and low frequency activities that fire personnel may encounter during a fire season. The NWCG website gives information on Six Minutes for Safety, go to www.nwcg.gov

D. Seat Belts

Seat belts will be available and used in any vehicle when in motion. It is the operator’s responsibility to ensure compliance.

G. Incident Identification/ Qualification Card.

Personnel shall carry a government (state or federal) picture identification card, such as a driver’s license, passport, state identification card, etc

H. Physical Demands

The work requires strenuous physical exertion for extended periods including walking, climbing, chopping, throwing, lifting, pulling and frequently carrying objects weighing fifty (50) pounds or more.

I. Work/Rest/Driving/ and Length of Assignment Guidelines

Information on current agency policy on work/rest guidelines, length of assignment, days off and other fire business management information can be found at: www.nwcg.gov

EXHIBIT G – EXAMPLE OF EMERGENCY EQUIPMENT SHIFT TICKET, OF-297

EMERGENCY EQUIPMENT SHIFT TICKET				
NOTE: The responsible Government Officer will update this form each day or shift and make initial and final equipment inspections.				E-16
1. AGREEMENT NUMBER 54-04R4-2-4567		2. CONTRACTOR (name) J&J Trucking		
3. INCIDENT OR PROJECT NAME LOST CREEK		4. INCIDENT NUMBER WIF-2-061	5. OPERATOR (name) PAUL JONES	
6. EQUIPMENT MAKE Refrigerated Trailer		7. EQUIPMENT MODEL Husqvarna	8. OPERATOR FURNISHED BY <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> GOVERNMENT	
9. SERIAL NUMBER 264371702		10. LICENSE NUMBER T 467847 - OR	11. OPERATING SUPPLIES FURNISHED BY <input type="checkbox"/> CONTRACTOR (wet) <input checked="" type="checkbox"/> GOVERNMENT (dry)	
12. DATE MO/DAY/YR	13. EQUIPMENT USE			14. REMARKS (released, down time and cause, problems, etc.)
	START	STOP	HOURS/DAYS/MILES(circle one)	
			WORK SPECIAL	
09/15/07	0001	2400	24	
				15. EQUIPMENT STATUS <input checked="" type="checkbox"/> a. Inspected and under agreement <input type="checkbox"/> b. Released by Government <input type="checkbox"/> c. Withdrawn by Contractor
				16. INVOICE POSTED BY (Recorder's initials)
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE Paul L. Jones, - Owner		18. GOVERNMENT OFFICER'S SIGNATURE SAMUAL JONES - DIV SUP.		19. DATE SIGNED 09/15/07

EXHIBIT H – NOT APPLICABLE

EXHIBIT I – NOT APPLICABLE