

**EMERGENCY EQUIPMENT RENTAL AGREEMENT**

1. PROCUREMENT AGENCY a. name and address:  <b>Department of Natural Resources &amp; Conservation</b> <b>Attn: Contracting Officer</b> <b>2705 Spurgin Road</b> <b>Missoula, MT 59804</b>	2. AGREEMENT NUMBER (Must appear on all documents relating to this agreement): <b>DNRC 147041-30</b> <b>USFS AG-0343-B-14 - 5026</b> <b>BLM ESE130631 140631</b>
b. Phone Number: 406-542-4300   c. FAX Number: 406-542-4242	3. EFFECTIVE DATES OF AGREEMENT: a. beginning <b>June 1, 2014</b> b. ending <b>May 31, 2015</b> c. Specific incident only: Incident Name:

4. CONTRACTOR a. name and address:  <b>SMITH SEPTIC SERVICE</b> <b>Frederick Emery Ashley (Federal)</b> <b>PO BOX 874</b> <b>PABLO MT 59855</b>	Incident Number: 5. POINT OF HIRE (Location when hired if different than Block 4): <b>Location at time of hire</b> 6. ORDERING DISPATCH CENTER: <b>KIC</b>
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b. EIN/SSN: [REDACTED] c. DUNS: [REDACTED] d. SAM <input checked="" type="radio"/> Yes <input type="radio"/> No e. EMAIL Address: <b>cobragt1@hotmail.com</b> f. Telephone Number (day): <b>406-675-2050</b> Telephone Number (night): <b>406-675-2050</b> Cell Phone Number: <b>406-314-2788</b> FAX:	7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry) 8. OPERATOR FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT 9. Contractor Authorized Commissary: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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10. BUSINESS SIZE OF CONTRACTOR: a.  small b.  Other c.  Women-Owned d.  Small Disadvantaged e.  HUB Zone f.  Service Disadvantaged Vet (Information for tracking purposes only – not used for preferential hiring)

11. ITEM DESCRIPTION: equipment or animals (include VIN, make, model, year, serial no., accessories or other identifying features).	12. NO. OF OPERATORS PER SHIFT	13. HRLY/DAILY/MILEAGE/SHIFT BASIS (ss/ds; ref. Cl.6)		14. SPECIAL	15. GUARANTEE (8 HOURS)
		Rate	Unit		
<b>Portable Toilet Rental - Serviced</b> <i>(Includes delivery and daily rental rate per unit.)</i>	1	\$57.00	Daily Ea.	N/A	N/A
<b>Portable Toilet Rental – Unserviced</b> <i>(Includes delivery and daily rental rate per unit.)</i>	1	\$40.00	Daily Ea.	N/A	N/A
<b>Handicap Portable Toilet Rental - Serviced</b> <i>(Includes delivery and daily rental rate per unit.)</i>	1	\$77.00	Daily Ea.	N/A	N/A
<b>Handicap Portable Toilet Rental – Unserviced</b> <i>(Includes delivery and daily rental rate per unit.)</i>	1	\$45.00	Daily Ea.	N/A	N/A
<b>Hand Wash Station – 2 Sink Rental - Serviced</b> <i>(Includes delivery and daily rental rate per unit.)</i>	1	\$55.00	Daily Ea.	N/A	N/A
<b>Hand Wash Station - 2 Sink Rental – Unserviced</b> <i>(Includes delivery and daily rental rate per unit.)</i>	1	\$55.00	Daily Ea.	N/A	N/A
<b>Hand Wash Station – 8+ Sink Rental - Serviced</b> <i>(Includes delivery and daily rental rate per unit.)</i>	1	N/A	Daily Ea.	N/A	N/A
<b>Hand Wash Station – 8+ Sink Rental – Unserviced</b> <i>(Includes deliveyr and daily rental rate per unit.)</i>	1	N/A	Daily Ea.	N/A	N/A
<b>Mileage</b> <i>(Rate per mile exceeding 100 miles per calendar day).</i>	1	\$2.70	Mi.	N/A	N/A
<b>Remote Hourly Rate</b> <i>(Rate per vehicle per hour for unimproved roads (as determined by the Incident Mgmt Team/Host Agency) that exceeds ½ mile from improved roads).</i>	1	\$25.00	Hr.	N/A	N/A
<b>Additional Service Calls</b> <i>(Per unit, if ordered).</i>	1	\$25.00	Ea.	N/A	N/A

**PORTABLE TOILETS / HAND WASH STATION SERVICES  
Emergency Equipment Rental Agreement**

11. ITEM DESCRIPTION: equipment or animals (include VIN, make, model, year, serial no., accessories or other identifying features).	12. NO. OF OPERATORS PER SHIFT	13. HRLY/DAILY/MILEAGE/SHIFT BASIS (ss/ds; ref. Cl.6)		14. SPECIAL	15. GUARANTEE (8 HOURS)
		Rate	Unit		
<b>Pickup Fee (ADDITIONAL)</b> <i>(Per unit, if ordered).</i>	1	\$35.00	Ea.	N/A	N/A
<b>Reset/Relocation Fee</b> <i>(Per unit, if ordered).</i> <b>2 Sink Reset/Relocation:</b>	1	\$30.00	Ea.	N/A	N/A
<b>Reset/Relocation Fee</b> <i>(Per unit, if ordered).</i> <b>8+ Sink Reset/Relocation:</b>	1	N/A	Ea.	N/A	N/A

**16. SPECIAL PROVISIONS**

- A. **Serviced Daily Rate:** Per unit shall include delivery, daily rental rate, one service call per day (including supplies) and mileage 100 miles or less.
- B. **Unserviced Daily Rate:** Per unit shall include delivery, daily rental rate and mileage 100 miles or less.
- C. **Mileage:** Exceeding 100 miles per calendar day will be paid at the indicated rate.
- D. **Remote Hourly Rate:** For unimproved roads (as determined by the Incident Management Team/Host Agency) that exceeds ½ mile from improved roads).
- E. Equipment furnished under this agreement is **not subject to pro-rating on the first or last day.**
- F. **Additional Service Calls:** Will be paid at the rate indicated per unit if ordered for the same day that units have already been serviced or a service call is requested for units being paid at the unserviced rate.
- G. **Pick-Up Fees:** Will be paid only if the Contractor has already serviced the units on the pick-up day and is ordered by the Government to make a second trip to pick up units.
- H. **Reset/Relocations Fees:** Shall be paid per unit when requested to move units or when a unit has to be reset or repaired. One day notification is required.
- I. **Portable Toilets:** Contractor is responsible for removal and disposal of all waste.
- J. **Gray Water/Portable Water (Hand Wash Stations) – Contractor** is responsible for gray water disposal and supplying potable water for 2 sink portable hand wash stations. **Government** is responsible for gray water disposal and supplying potable water for trailer mounted mobile 8 sink units.
- K. All terms, conditions, specifications and attachments contained in **IFB 147041FIRE** are attached hereto and incorporated herein by reference.
- L. The general clauses to the EERA (OF-294) are attached hereto and incorporated herein by reference.

17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE <i>Fred E. Ashby / Smith Septic Service</i>	18. DATE <i>5-21-14</i>	19. PRINT NAME AND TITLE <i>Fred E. Ashby - owner</i>
20. FEDERAL CONTRACTOR'S CO-SIGNATURE <i>D. Wesselius</i>	21. DATE <i>6-5-14</i>	22. a. PRINT NAME AND TITLE <b>Debby Y. Wesselius, Contracting Officer</b> b. Phone Number: 406-829-7350      c. FAX: 406-329-4955
23. DNRC PROCUREMENT OFFICER'S CO-SIGNATURE <i>Gwenette Ungerman</i>	24. DATE <i>6/9/14</i>	25. a. PRINT NAME AND TITLE <b>Gwenette Ungerman, Contracting Officer</b> b. Phone Number: 406-444-6724      c. FAX: 406-444-2684