EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. PROCUREMENT AGENCY a. name and address:

Department of Natural Resources & Conservation
Attn: Contracting Officer
2705 Spurgin Road
Missoula, MT 59804

b. Phone Number: 406-542-4300 | c. FAX Number: 406-542-4242

2. AGREEMENT NUMBER (Must appear on all documents relating to this agreement): **DNRC 155072-12**
USFS AG-0343-B-15-5012
BLM ESE15-12

3. EFFECTIVE DATES OF AGREEMENT:
a. beginning **June 1, 2015** b. ending **May 31, 2016**
c. Specific incident only:
Incident Name:
Incident Number:

4. CONTRACTOR a. name and address:

Humble Creek Holdings Inc
dba Cotter's Sewer, Septic, and Portable Toilet Service
PO Box 967
Laurel MT 59044

b. EIN/SSN: [redacted] c. DUNS: **079255017**
d. SAM Yes
e. EMAIL Address: cotterssewer@gmail.com
f. Telephone Number (day): **406-628-5989**
Telephone Number (night): **406-860-1918**
Cell Phone Number: **406-855-3339**
FAX: **406-628-7085**

5. POINT OF HIRE (Location when hired if different than Block 4): **Location at time of hire**

6. ORDERING DISPATCH CENTER: **BDC**

7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY:
☒ CONTRACTOR (wet) ☐ GOVERNMENT (dry)

8. OPERATOR FURNISHED BY:
☒ CONTRACTOR ☐ GOVERNMENT

9. Contractor Authorized Commissary:
☐ Yes ☒ No

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) Rate	Unit	14. SPECIAL	15. GUARANTEE (8 HOURS)
Portable Toilet Rental - Serviced *(Includes delivery and daily rental rate per unit.)*	1	$62.50	Daily Ea.	N/A	N/A
Portable Toilet Rental – Unserviced *(Includes delivery and daily rental rate per unit.)*	1	$40.00	Daily Ea.	N/A	N/A
Handicap Portable Toilet Rental - Serviced *(Includes delivery and daily rental rate per unit.)*	1	$100.00	Daily Ea.	N/A	N/A
Handicap Portable Toilet Rental – Unserviced *(Includes delivery and daily rental rate per unit.)*	1	$65.00	Daily Ea.	N/A	N/A
Hand Wash Station – 2 Sink Rental - Serviced *(Includes delivery and daily rental rate per unit.)*	1	$62.50	Daily Ea.	N/A	N/A
Hand Wash Station - 2 Sink Rental – Unserviced *(Includes delivery and daily rental rate per unit.)*	1	$52.50	Daily Ea.	N/A	N/A
Hand Wash Station – 8+ Sink Rental - Serviced *(Includes delivery and daily rental rate per unit.)*	1	N/A	Daily Ea.	N/A	N/A
Hand Wash Station – 8+ Sink Rental – Unserviced *(Includes delivery and daily rental rate per unit.)*	1	N/A	Daily Ea.	N/A	N/A
Mileage *(Rate per mile exceeding 100 miles per calendar day).*	1	$2.20	Mi.	N/A	N/A
Remote Hourly Rate *(Rate per vehicle per hour for unimproved roads (as determined by the Incident Mgmt Team/Host Agency) that exceeds ½ mile from improved roads).*	1	$75.00	Hr.	N/A	N/A
Additional Service Calls *(Per unit, if ordered).*	1	$60.00	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) Rate	Unit	14. SPECIAL	15. GUARANTEE (8 HOURS)
Pickup Fee (ADDITIONAL) *(Per unit, if ordered).*	**1**	**$45.00**	**Ea.**	**N/A**	**N/A**
Reset/Relocation Fee **Reset/Relocation** *(Per unit, if ordered).*	**1**	**$45.50**	**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 155072FIRE** 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	18. DATE	19. PRINT NAME AND TITLE
	5/4/15	Cindy Drake, President
20. FEDERAL CONTRACTOR'S CO-SIGNATURE	21. DATE	22. a. PRINT NAME AND TITLE **Jeffrey Gardner, Contracting Officer** b. Phone Number: 406-329-3769 c. FAX: 406-329-4955
	6/10/2015	
23. DNRC PROCUREMENT OFFICER'S CO-SIGNATURE	24. DATE	25. a. PRINT NAME AND TITLE
Wanemah Hulett	6.12.2015	**Wanemah Hulett, Contracting Officer** b. Phone Number: 406-542-4230 c. FAX: 406-542-4242