

**EMERGENCY EQUIPMENT RENTAL AGREEMENT**

<p>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></p> <p>b. Phone Number: 406-542-4300      c. FAX Number: 406-542-4242</p>	<p>2. AGREEMENT NUMBER (Must appear on all documents relating to this agreement):  <b>DNRC 155072-21</b>  <b>USFS AG-0343-B-15 -5021</b>  <b>BLM ESE15-21</b></p> <p>3. EFFECTIVE DATES OF AGREEMENT:  a. beginning <b>June 1, 2015</b>      b. ending <b>May 31, 2016</b>  c. Specific incident only:  Incident Name:</p>
<p>4. CONTRACTOR a. name and address:   <b>Montana Portable Solutions LLC dba P-Pods</b>   <b>PO Box 1936</b>  <b>Helena MT 59624</b></p> <p>b. EIN/SSN: [REDACTED]      c. DUNS: 031015862</p> <p>d. SAM      xx Yes      [REDACTED]</p> <p>e. EMAIL Address: <a href="mailto:mtppods@msn.com">mtppods@msn.com</a></p> <p>f. Telephone Number (day): <b>406-459-8312</b>  Telephone Number (night): <b>406-459-8312</b>  Cell Phone Number: <b>406-558-9028</b>  FAX: <b>406-458-8947</b></p>	<p>Incident Number:</p> <p>5. POINT OF HIRE (Location when hired if different than Block 4):  <b>Location at time of hire</b></p> <p>6. ORDERING DISPATCH CENTER  <b>HDC</b></p> <p>7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY:  <input checked="" type="checkbox"/> CONTRACTOR (wet)      <input type="checkbox"/> GOVERNMENT (dry)</p> <p>8. OPERATOR FURNISHED BY:  <input checked="" type="checkbox"/> CONTRACTOR      <input type="checkbox"/> GOVERNMENT</p> <p>9. Contractor Authorized Commissary:  <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>

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	\$70.00	Daily Ea.	N/A	N/A
<b>Portable Toilet Rental – Unserviced</b> <i>(Includes delivery and daily rental rate per unit.)</i>	1	\$50.00	Daily Ea.	N/A	N/A
<b>Handicap Portable Toilet Rental - Serviced</b> <i>(Includes delivery and daily rental rate per unit.)</i>	1	\$110.00	Daily Ea.	N/A	N/A
<b>Handicap Portable Toilet Rental – Unserviced</b> <i>(Includes delivery and daily rental rate per unit.)</i>	1	\$90.00	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	\$65.00	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	\$50.00	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 delivery 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	\$3.50	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	\$60.00	Hr.	N/A	N/A
<b>Additional Service Calls</b> <i>(Per unit, if ordered).</i>	1	\$30.00	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	\$30.00	Ea.	N/A	N/A
<b>Reset/Relocation Fee</b> <i>(Per unit, if ordered).</i>	1	\$30.00 \$45.00	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 5/2/15	19. PRINT NAME AND TITLE <b>Janet Johnston</b>
20. FEDERAL CONTRACTOR'S CO-SIGNATURE 	21. DATE 6/10/2015	22. a. PRINT NAME AND TITLE <b>Jeffrey Gardner, Contracting Officer</b> b. Phone Number: 406-329-3769 c. FAX: 406-329-4955
23. DNRC PROCUREMENT OFFICER'S CO-SIGNATURE 	24. DATE 6-12-2015	25. a. PRINT NAME AND TITLE <b>Wanemah Hulett, Contracting Officer</b> b. Phone Number: 406-542-4230 c. FAX: 406-542-4242