EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address)

Department of Natural Resources & Conservation
Attn: Jeff Williams
PO Box 201601
Helena MT 59620-1601

AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT

2. AGREEMENT NUMBERS:
DNRC: **DNR- 100330-38**
FS: **AG- 0343-B-5038**
BLM: **ESE-100627**

3. EFFECTIVE DATES
a. beginning 6/1/10
b. ending 5/31/11

4. CONTRACTOR a. name and address
Acme Chemical Toilet Rental
350 Mountain Meadow Rd.
Kalispell MT 59901- 7026

Tax ID#
DUNS

c. telephone number (day)
406-885-4019, 406-756-3002

d. telephone number (night)
406-885-3006, 406-755-3928

5. POINT OF HIRE *(location when hired)*
Location at time of hire.

6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY
_X_ CONTRACTOR ___ GOVERNMENT

7. OPERATOR FURNISHED BY
_X_ CONTRACTOR ___ GOVERNMENT

8. TYPE OF CONTRACTOR *(X appropriate boxes)*

☐ SMALL BUSINESS ☐ LARGE BUSINESS ☐ SMALL DISADVANTAGED OWNED ☐ WOMEN OWNED ☐ VETERAN/DISABLED VETERAN ☐ HUB ZONE ☐ LOCAL GOV"T?FED> EMPLOYEE

9. ITEM DESCRIPTION	10. NUMBER OF OPERATORS	11. WORK OR DAILY		12. SPECIAL		13. GUARANTEE (8 or more hours)
		a. rate	b. unit	a. rate	b. unit	
Portable Toilet Rental (includes rental, one (1) daily service call and mileage within 50 miles of vendor base	1	**$43.00** **$40.00** **$40.00**	**Day (1 to 7 days)** **Day (8 to 30 days)** **Day (31 + days)**	**N/A**	**N/A**	**N/A**
Handicapped Portable Toilet (includes rental, one (1) daily service call and mileage within 50 miles of vendor base	1	**$130.00** **$125.00** **$125.00**	**Day (1 to 7 days)** **Day (8 to 30 days)** **Day (31 + days**	**N/A**	**N/A**	**N/A**

Hand Wash Station – 2 sinks	**1**	**$150.00** **$150.00** **$150.00**	**Day (1 to 7 days)** **Day (8 to 30 days)** **Day (31 + days**			
Service calls/Delivery/Pickup: 10 units or less to a location.		**$4.00**	**mi.** (See 14.d.)	**N/A**	**N/A**	**N/A**
Additional Service Calls (per unit, If ordered) Toilets & Sinks		**$30.00**	**Ea.**	**N/A**	**N/A**	**N/A**
Remote Travel Hourly Rate–Primitive Roads		**$80.00**	**Hr.**	**N/A**	**N/A**	**N/A**
Mileage over 50 mile radius (50 miles one way or 100 miles round trip). If a vendor is claiming mileage over the 50 radius, the vendor must submit documentation from one of the online route/direction web sites. Toilets & Sinks		**$4.00**	**Mi.**	**N/A**	**N/A**	**N/A**
Reset Fee within camp area. Toilets & Sinks		**$30.00**	**Ea.**	**N/A**	**Mi.** (See 14.e.)	**N/A**
Relocation Fee (Toilets & Sinks)		**$20.00**	**Ea.**	**N/A**	**N/A**	**N/A**

14. SPECIAL PROVISIONS

(a.) The Provisions of IFB 100330 CSO and General Clauses along with replacement clauses are attached and incorporated herein. See attached DNRC General Provisions, Federal Acquisition Regulations (FAR) clauses, NRCG Supplemental Terms and Conditions to the General Clauses of the EERA, OF-294, and the Register of Wage Determination Under the Service Contract Act.

b. For service calls, mileage shall be calculated from the contractor's base or lodging point to the toilet location and return to one of the above via dump station. Service includes cleaning, sanitizing, pumping and refilling of supplies and liquids.

c. Contractor is responsible for proper removal and disposal of wastewater. Contractor is responsible for all permits. Disposal fees to the nearest dump site, if applicable, will be reimbursed by the government. Receipts are necessary for payments.

d. On day of delivery a service charge will be made only if another service call plus mileage to the site is required that same day. Mileage to be paid for delivery of 10 units or less to a location. There will be no pickup charge except for service and mileage the last day.

e Reset fee: No mileage paid within the camp area. Mileage only will be charged for each trailer load if units are to be moved outside of the camp location. One day notification is required so contractor can bring required trailer for moving units.

f. Re-location fees shall be paid for re-locating units within the boundaries of the incident. Relocation fees shall be comprised of the reset fee **plus** mileage (or remote hourly rate) **over one mile** from the ICB location.

g. Equipment furnished under the agreement is not subject to pro-rating on the 1st or last day.

h. This EERA is void if not presented with a valid Incident Specific Resource Order or Number.

i. **BILLING** – Each Host Agency is responsible for their incident payments.
Payment office will be designated in Block 9 on the Emergency Equipment - Use Invoice, Form OF-286.
Federal agency fire payments will be processed and paid by one of the national fire payment centers.
The States of Montana, North Dakota, and Idaho will process payments for their fires.

j. The government will not pay mileage for the first 50 miles one way (100 miles round trip) for delivery or service calls. The extra mileage payment is for a maximum of one trip per day (exclusive of extra service calls ordered by the incident) and is to be computed from the vendor's base or lodging point to the incident(s) and back to their base or lodging point via a dump station.

k. **For units of three or more sinks, greywater disposal and re-filling sink units with potable water will be the government's responsibility. For one or two sink units, greywater disposal and re-filling sink units with potable water will be the contractor's responsibility.**

** For the purpose of this EERA, an operational period is 24 hours. (0001-2400)

Due to the immediate needs dictated by wildland fire fighting activities, the normal procedures to document contractor deviations cannot

be followed. If the contractor services/equipment fails to meet or exceed requirements, the contracting agency may take whatever steps are necessary to obtain services/equipment which meets their needs
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15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE	15. a. PRINT NAME AND TITLE LANA O'MYER	15. b. DATE 4-8-10
16. DNRC CONTRACTING OFFICER'S SIGNATURE	16. a. PRINT NAME AND TITLE Jeffry W. Williams, Bureau Chief	16. b. DATE 4/28/10
17. FEDERAL CONTRACTING OFFICER'S SIGNATURE	17. a. PRINT NAME AND TITLE Debby Y Wesselius, Contract Specialist	17. b. DATE 5/19/10