

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) MT DNRC PO Box 201601 Helena MT 59620-1601		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT 2. AGREEMENT NUMBER: MT DNRC: DNR 110350-15 USFS: AG-0343-B-11-5078 BLM: ESE 110714	
		3. EFFECTIVE DATES a. 7/1/11	b. 6/30/12
4. CONTRACTOR a. name and address Sparks Auto Plaza 519 West Broadway Lewistown, MT. 59457		5. POINT OF HIRE (location when hired) Lewistown, MT.	
b. SS/Ta: DUNL		6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY ___ CONTRACTOR <u> X </u> GOVERNMENT	
c. telephone number (day) 406-535-3455	d. telephone number (night)	7. OPERATOR FURNISHED BY ___ CONTRACTOR <u> X </u> GOVERNMENT	

8. TYPE OF CONTRACTOR (*X* appropriate boxes)
 SMALL BUSINESS LARGE BUSINESS SMALL DISADVANTAGED OWNED WOMEN OWNED LABOR SURPLUS AREA LOCAL GOVT.

9. ITEM DESCRIPTION	10. QUANTITY	10. RATES		11. Miles - Overage		12. Notes
		a. rate	b. unit	a. rate	b. unit	
Sedans, Mid or Larger, Class A1	0	\$45.00	Day	\$.35	Mile	
Vans, Class A2 mini, 7 passenger	0	\$50.00	Day	\$.35	Mile	
Vans, Class A2 mini, 8 passenger	0	\$50.00	Day	\$.35	Mile	
Pickup ½ ton 4X2 Quad Cab	0	\$75.00	Day	\$.35	Mile	
Utility ½ Ton Suburb/Dur/Exped 5 passenger	0	\$75.00	Day	\$.35	Mile	
Utility ½ Ton Suburb/Dur/Exped 7 passenger	0	\$75.00	Day	\$.35	Mile	

13. SPECIAL PROVISIONS

a) General Clauses to the EERA OF294 are attached hereto and incorporated herein by reference.

b) The government will track use of vehicle by recording the beginning and ending mileage, date and time for each order (Emergency Equipment Use Invoice, OF-286 shall be used).

c) All use invoices and payment vouchers must reflect the unit number (Contractor's Inventory Number) of the vehicle. Only Full Days will be paid – no pro rating of the daily rate

d) All Vehicles will be provided cleaned on the interior and washed on the exterior, along with a full tank of gas and the windshield washer fluid reservoir full. The government will return the vehicles in the same condition – cleaned on the interior and washed on the exterior, along with a full tank of gas and the windshield washer fluid reservoir full. If the vehicle is not returned cleaned on the interior and washed on the exterior and the windshield washer fluid reservoir full, a \$50.00/cleaning charge may be billed to the ordering agency. If the fuel tank is not filled, contractor may invoice the ordering agency at commercial rental car rate for fuel.

e) All terms, conditions and specifications contained in IFB 110350 CSO are attached hereto and incorporated herein by reference.

f) For equipment furnished under this EERA without operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.

g) All taxes and use fees are included in the daily rate.

DUANE D. SPARKS, OWNER	14. DATE 5/1/11	15. STATE CONTRACTING OFFICER'S SIGNATURE <i>[Signature]</i>	16. DATE 5/5/11
17. PRINT NAME AND TITLE <i>[Signature]</i>	18. PRINT NAME AND TITLE Gary Oesterreich, Purchasing Agent		
		19. FEDERAL CONTRACTING OFFICER'S SIGNATURE <i>[Signature]</i>	20. DATE 7/7/11
		21. Debby Y Wesseliuss, Contract Specialist	22. DATE