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-085290-55** FS: **AG-0343-C-08-3085** BLM: **ESE 080654**
	3. EFFECTIVE DATES a. beginning 6/1/08 b. ending 5/31/09
4. CONTRACTOR a. name and address **Montana Waste Systems, INC. /DBA North Valley Refuse** **PO Box 2582** **Great Falls MT 59403**	5. POINT OF HIRE *(location when hired)* **5445 HWY 93 South, Whitefish MT 59937**
Tax ID# [illegible] **DUNS:** [illegible]	6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY _X_ CONTRACTOR ___ GOVERNMENT
c. telephone number (day) **406-862-4381** d. telephone number (night) **Same**	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	**$70.00** **$70.00** **$70.00**	**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	**$90.00** **$90.00** **$90.00**	**Day (1 to 7 days)** **Day (8 to 30 days)** **Day (31 + days**	N/A	N/A	N/A
Service calls/Delivery/Pickup: 10 units or less to a location.		**$3.00**	**mi.** (See 14.d.)	N/A	N/A	N/A
Additional Service Calls (per unit, If ordered)		**$20.00**	**Ea.**	N/A	N/A	N/A

Remote Travel Hourly Rate–Primitive Roads – See Division A 2.2 of IFB 075360.		**$25.00**	**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		**$1.50**	**Mi.**	**N/A**	**N/A**	**N/A**
Reset Fee within camp area.		**$10.00**	**Ea.**	**N/A**	**Mi. (See 14.e.)**	**N/A**
Delivery/Relocation Fee		**$10.00**	**Ea.**	**N/A**	**N/A**	**N/A**

14. SPECIAL PROVISIONS

(a.) The Provisions of IFB 085290 CSW 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. A delivery fee per unit shall be paid on the first day regardless of mileage.

g. 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.

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

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

j. **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.

k. 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.

l. Greywater disposal and re-filling sink units with potable water will be the governments 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 ROGER BRIDGEFORD, GEN MGR	15. b. DATE 4/30/08
16. DNRC CONTRACTING OFFICER'S SIGNATURE	16. a. PRINT NAME AND TITLE Jeffry W. Williams, Purch Agt.	16. b. DATE 5/7/08
17. FEDERAL CONTRACTING OFFICER'S SIGNATURE	17. a. PRINT NAME AND TITLE Deborah Wesselius, CO	17. b. DATE 5/21/08