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 080903
USFS: AG-0343-C-08-3023
BLM: ESE080703

3. EFFECTIVE DATES
a. 7/1/08 b. 6/30/09

4. CONTRACTOR a. name and address
Hertz (Overland West, Inc.)
2850 Skyway Drive
Helena MT 59601

b. SS/Tax ID# DUNS #

c. telephone number (day)
406-449-4167

d. telephone number (night)

5. POINT OF HIRE *(location when hired)*
Helena MT

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

7. OPERATOR FURNISHED BY
___ CONTRACTOR __X__ 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. RATES		11. Miles - Overage		12. Notes
		a. rate	b. unit	a. rate	b. unit	
Sedans, Mid or Larger, Class A1	0	$60.00	Day	Unlimited	Mile	
Vans, Class A2 mini, 7 passenger	0	$111.80	Day	Unlimited	Mile	
Utility compact Suburb/Dur/Exped TR3	0	$88.46	Day	Unlimited	Mile	
Pickup 1/2 ton 4X2 Class TR1 Quad Cab	0	$111.80	Day	Unlimited	Mile	
Pickup 1/2 ton 4X2 Class TR1 ExtendedCab	0	$111.80	Day	Unlimited	Mile	
Pickup 3/4 ton 4X2 Class TR1 Quad Cab	0	$111.80	Day	Unlimited	Mile	
Pickup 3/4 ton 4X2 Class TR1 ExtendedCab	0	$111.80	Day	Unlimited	Mile	
Pickup 1/2 ton 4X4 Class TR1 Quad Cab	0	$111.80	Day	Unlimited	Mile	
Pickup 1/2 ton 4X4 Class TR1 ExtendedCab	0	$111.80	Day	Unlimited	Mile	
Pickup 3/4 ton 4X4 Class TR1 Quad Cab	0	$111.80	Day	Unlimited	Mile	
Pickup 3/4 ton 4X4 Class TR1 ExtendedCab	0	$111.80	Day	Unlimited	Mile	
Utility ½ ton Suburb/Dur/Exped TR3 5 passenger	0	$88.70	Day	Unlimited	Mile	
Utility ¾ ton Suburb/Dur/Exped TR3 7 passenger	0	$111.80	Day	$0.30	Mile	First 100 miles included in daily rate.
Utility ¾ ton Suburb/Dur/Exped TR3 7 passenger Extended cargo area	0	$120.60	Day	$0.30	Mile	First 100 miles included in daily rate.

13. **SPECIAL PROVISIONS**
a)General Clauses to the EERA OF294 (2006 updated version) 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 080900 CSW 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.

	14. DATE 5/1/08	15. STATE CONTRACTING OFFICER'S SIGNATURE	16. DATE 5/7/08
17. PRINT NAME AND TITLE HERTZ - HELENA Jeremy Mayo, General Manager		18. PRINT NAME AND TITLE Jeff Williams, DNRC Procurement & Contracting Bureau, Chief	
		19. FEDERAL CONTRACTING OFFICER'S SIGNATURE	20. DATE 5/21/08
		21. PRINT NAME AND TITLE Deborah Wesselius, CO	