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-075360-22** FS: **AG-0343-C-07-3047** BLM: **ESE070621** 3. EFFECTIVE DATES a. beginning 6/1/07 — b. ending 5/31/08
4. CONTRACTOR a. name and address **M & MT Enterprise, Inc.** **dba/M-T Septic** **PO Box 295** **Hot Springs MT 59845** **Tax ID# 20-0985225** **DUNS: 160917245**	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
c. telephone number (day) **406-741-3210 or 406-741-3215** — d. telephone number (night) **406-741-3215**	7. OPERATOR FURNISHED BY _X_ CONTRACTOR ___ GOVERNMENT

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

x 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 75 miles of vendor base	1	**$50.00** **$35.00** **$30.00**	**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 75 miles of vendor base	1	**$75.00** **$75.00** **$75.00**	**Day (1 to 7 days)** **Day (8 to 30 days)** **Day (31 + days**	**N/A**	**N/A**	**N/A**
Wash Station – 2 sinks	1	**$50.00** **$35.00** **$30.00**	**Day (1 to 7 days)** **Day (8 to 30 days)** **Day (31 + days**			

Service calls/Delivery/Pickup: 5 units or less to a location. Toilets & Sinks		**$1.50**	**mi.** (See 14.d.)	**N/A**	**N/A**	**N/A**
Additional Service Calls (per unit, If ordered)		**$25.00 Toilets** **$30.00 Sinks**	**Ea.**	**N/A**	**N/A**	**N/A**
Remote Travel Hourly Rate–Primitive Roads – See Division A 2.2 of IFB 075360.		**$0.00**	**Hr.**	**N/A**	**N/A**	**N/A**
Mileage over 75 mile radius (75 miles one way or 150 miles round trip). If a vendor is claiming mileage over the 75 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. Toilets & Sinks		**$15.00**	**Ea.**	**N/A**	**Mi.** (See 14.e.)	**N/A**

14. SPECIAL PROVISIONS

(a.) The Provisions of IFB 075360CSW 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 5 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. Equipment furnished under the agreement is not subject to pro-rating on the 1st or last day.

g. For *two sink units* the grey water disposal and potable water for re-filling will be the *contractor's responsibility* and shall be included in the daily rate.

h. 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.

** 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

15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE	15. a. PRINT NAME AND TITLE	15. b. DATE
[signature]	Manford Tempero, President	5.7.2007
16. DNRC CONTRACTING OFFICER'S SIGNATURE	16. a. PRINT NAME AND TITLE	16. b. DATE
[signature]	JEFFRY W. Williams Poach. Agt.	5/10/07
17.. FEDERAL CONTRACTING OFFICER'S SIGNATURE	17. a. PRINT NAME AND TITLE	17. b. DATE
[signature]	Deborah Wesselius CO	5/31/07