

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) Phones:		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT							
		2. AGREEMENT NUMBER		3. EFFECTIVE DATES a. Beginning b. Ending					
4. CONTRACTOR a. name and address MISC EQUIPMENT RENTAL Company name EIN/SSN: EMAIL Address: DUNS:		5. POINT OF HIRE (location when hired) Location at Time of Hire							
c. Telephone number (day) d. Telephone number (night)		6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT							
7. OPERATOR FURNISHED BY <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT									
8. TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES) <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> VETERAN/DISABLED VETERAN <input type="checkbox"/> HUB ZONE <input type="checkbox"/> OTHER _____									
9. ITEM DESCRIPTION (include make, model, year, serial number and accessories)		10. NUMBER OF OPERATORS	11. WORK OR DAILY a. rate b. unit		12. SPECIAL a. rate b. unit		13. GUARANTEE (8 or more hours)		
a. TYPE OF EQUIPMENT, (add complete description)		0 0 0	\$ \$ \$		Day Week Month		--- --- ---	--- --- ---	N/A
b. DELIVERY or RETRIEVAL of above items within Billings City Limits or within +++++ miles. (Unless included in rates)		1	\$		Mile, round trip		--- ---		N/A
c. DELIVERY or RETRIEVAL of above items in excess of +++++ miles. (Unless included in rates)		1	\$		Mile, round trip		--- ---		N/A
14. SPECIAL PROVISIONS:\$ (a.) The General Clauses along with replacement clauses are attached and incorporated herein. See attached Federal Acquisition Regulations (FAR) clauses, NRCG Supplemental Terms and Conditions to the General Clauses of the Emergency Equipment Rental Agreement, OF-294, and Register of Wage Determination Under the Service Contract Act. (Delete WD clause if no operators hired) (b.) First and last day will be reduced by half if equipment is under hire less than 8 hours. There is no charge for time beyond an 8-hour day usage. Days beyond full weeks are charged at the daily rate. Weekly rate effective on the 7th day, and subsequent full weeks. Months consist of four weeks. Charges will be made at the rate most advantageous to the government. (c.) Equipment tank(s) MUST be full at the time of hire, and will be filled at Government expense at time of release. (Delete if hired "wet") (d.) Equipment may be used off-road and in backcountry situations. Equipment may be used in a fire camp where conditions, such as smoke, dirt, and very high or very cold temperatures, etc., exist. (e.) Vehicles will be inspected at "Time of Hire" and will not have "Pre-inspections". The Government has the option of cleaning the vehicles before final inspection, or credit a \$20.00 cleaning charge per unit and document credit on the Release Inspection (Modify clause as necessary according to equipment hired) (f.) This Emergency Equipment Rental Agreement is void if not presented with a valid Incident Specific Resource Order or Number.									
15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE		16. DATE	17. CONTRACTING OFFICER'S SIGNATURE		18. DATE				
19. PRINT NAME AND TITLE			20. PRINT NAME AND TITLE Phone No. Fax No.						

HINTS AND HELPS:

- **Clauses will be needed to be deleted, altered and added, depending on the type of equipment and prices/terms negotiated.**
- **Be sure to change Blocks 6, 7, and 14 according to how the equipment is hired/operated/supplied.**
- Generally this is an EERA **for misc. equipment:** generators, lights, tents, bikes, small equipment, mini excavators, trailers, forklifts, etc.
- **Vehicles (with fuel tank and driven):**
 - ADD if hired Dry: -Vehicle fuel tank(s) MUST be full at the time of hire, and will be filled at Government expense at time of release. Change Block 6 to "Government"
 - Replace clause (c.): -Vehicles may be used off-road and in backcountry situations. Vehicles shall be equipped with spare tire, wheel wrench, jack, reflectors and fire extinguisher.
 - Change Block 7 according to who supplies the operator.
- **Hired wet (Contractor provides fuel and operating costs):** Delete Clause (c) Equipment....of release., renumber clauses, mark "Contractor" in Block 6.
- **Misc Equipment hired dry (Government provides fuel and operating costs):** Mark "Government" in Block 6.
- **Hired with operator:**
 - Mark Block 7 "Contractor".
 - Add: "and Register of Wage Determination Under the Service Contract Act." To end of sentence in 14. (a.)
- **Fully Operated formula – item not in blue book -** Add adjusted operator rate to the equipment rental rate (negotiated or from blue book) when negotiating.
 - Daily Rate: 8 hrs x SCA rates + 6 hours x 1.5 x SCA rates + 8 hour x the fringe benefit rate, then x the assumed 35% payroll burden.
 - Ex: 8 hrs x \$6.62 (= \$52.96) + 6 hrs x 1.5 x \$6.62 (= \$59.58) + 8 hrs x \$2.15 (= \$17.20) x 35% of total \$129.74 (= \$45.41) \$52.96 + \$59.58 + \$17.20 + \$45.41 = \$175.15
 - Hourly rate: Total divided by 14 hours (\$175.15 divided by 14 = \$12.51 per hour)
- **Negotiated Rate:** Take into consideration wages (if fully operated), depreciation, taxes, storage, insurance, overhead and profit. Consider local customary rates. Look in Blue Heavy Equipment Book, it may be listed or some similar equipment, and use their formula or use formula in IIBMH book, page 4 of 90. or Market Research.
- **Pickup/delivery:** Do not use negotiate these rates in Block 9 if item is small and can be transported by AD with PU trucks.
- **Other clauses used:**
 - All canopies include necessary poles, stakes, and ropes to erect unit (Party Time)
 - Hourly rates – Delivery truck/trailer and driver shall be paid \$*** per hour for any time required over 1 hour (TW Enterprises)
 - See attached rental rate schedule
- **Generators:**
 - **Use KW** rather than Watt
 - Government will provide operating supplies for the generators, and the Contractor will provide supplies and parts for the lighting system.
 - No minimum – If rental price equals purchase price, the Government will have option of taking ownership.
 - Generator fuel tank(s) will be accepted as-is and returned empty, if possible. Mark Block 7 accordingly.

- **Garbage Boxes:**
 - Contractor will pay any landfill fees and submit original invoices for reimbursement at time of closeout.
 - Work rate is box rental plus Special Rate. Special Rate is hourly rate of truck and driver for delivery, servicing, and pickup.
 - Truck driver will have Facilities Manager prepare and sign a Shift Ticket for each action on a daily basis.
- **Office Equipment: USE Copier/Fax Template**
 - (Replace 14.d.with) Office equipment may be used in a fire camp where conditions, such as smoke, dirt, very high or very cold temperatures, etc. exist.
- **Pack and Saddle Stock:** See Blue Book – Supplemental pages for rates
 - See Instruction Memo BC-2004-014, Expires 9/30/05
 - Employee owned horse \$22.00/day
 - Maximum amount for which the Government is liable for loss or damage is \$2,700.00 for a horse and \$1,6500.00 for tack.
 - The Authorized Officer may approve more than one horse per day per employee when more than one horse is required for the job (i.e., one horse to ride and another horse needed for packing).
- **Portable Pumps and Self Standing Portable Storage Tanks:** See Blue Book – Supplemental Pages for rates
 - Do not pay for if attached to water tender.
- **Potable Water Trucks:** Hired under geographic Area contract.
- **Mobile Offices:**
 - Full service offices (includes fax, copy machine, operator, etc.) needs negotiated.
 - Use Market Research for local rental rates.
 - Will need to consider delivery, set-up, takedown, tie-downs, stairs and pickup rates.
 - Office space only: get permission from contractor before drilling holes, etc. to install telephone, fax, etc. service lines. Will the company leave lines as is or charge to have them taken out and holes repaired?
 - BE SURE to take pictures, pre and post-inspection. Damage claims abound on these rentals.
 - Extra clause:
 - Monthly billing commences on the day of delivery and ends on day of tear-down. One month minimum rental. Consecutive months prorated under 15 days, 16 days or more charged at full month rate. Months are 30 days long.
- **Dip Tank Units** (PU, trailers, tanks, pumps, etc to be operated as a unit)
 - See negotiations for Butler Enterprise dip tank unit.
 - Price individual items in Chapter 20 (daily rate)
 - Negotiate items not listed in Chapter 20 (daily rate)
 - Do SCA calculation for "Fully Operated Rate", Page 4 Of 90, Ch. 20 (Usually for a Light truck operator or a Laborer-whichever fits job)
 - Add SCA and total of equipment Daily Rates.
 - Use these numbers for the negotiations.