### PORTABLE TOILETS / HANDWASH STATION SERVICES
Emergency Equipment Rental Agreement

1. PROCUREMENT AGENCY
   a. Name and address: Department of Natural Resources & Conservation
      Attn: Contracting Officer
      2705 Spurgin Road
      Missoula MT 59804

2. AGREEMENT NUMBER (Must appear on all documents relating to this agreement):
   - DNRC FIRE2019-1021-024
   - USFS 1203431975026
   - BLM ESE-19-024

3. EFFECTIVE DATES OF AGREEMENT:
   a. Beginning: June 1, 2019
   b. Ending: May 31, 2020
   c. Specific incident only:
      - Incident Name: 
      - Incident Number: 

4. CONTRACTOR
   a. Name and address: M & M.T Enterprises dba M.T. Septic
      PO Box 295
      Hot Springs MT 59845
   b. EIN/SSN: 
   c. DUNS #: 160017245
   d. EMAIL Address: mmtent@hotspringsmt.net
   e. Phone No. (Day): 406-741-3215
      Phone No. (Night): same
      Cell Phone No.: 406-382-0575
      FAX No.: 406-741-3216

5. POINT OF HIRE
   a. Location at time of hire
      Location: 
      Address: 

6. ORDERING DISPATCH CENTER
   MDC

7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY:
   - ☑ CONTRACTOR (wet)   ☐ GOVERNMENT (dry)
   - ☑ CONTRACTOR   ☐ GOVERNMENT

8. OPERATOR FURNISHED BY:
   - ☑ CONTRACTOR   ☐ GOVERNMENT

9. Delivery capabilities (number of units per trip): 20

10. BUSINESS SIZE OF CONTRACTOR:
    a. ☑ small   ☐ Other
    b. ☐ Women-Owned
    c. ☐ Small Disadvantaged
    d. ☐ HUB Zone
    e. ☐ Service Disadvantaged Vet (Information for tracking purposes only – not used for preferential hiring)

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### ITEM DESCRIPTION:

<table>
<thead>
<tr>
<th>Equipment (Include VIN, make, model, year, serial no., accessories or other identifying features)</th>
<th>12. NO. OF OPERATORS PER SHIFT</th>
<th>13. HRLY/ DAILY/ MILEAGE/ SHIFT BASIS (ss/ds; ref. Cl.6)</th>
<th>14. SPECIAL</th>
<th>15. GUARANTEE (8 HOURS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Portable Toilet Rental - Serviced (Includes first day delivery/last day pickup and daily rental rate per unit.)</td>
<td>1</td>
<td>$70.00 Daily Ea. N/A N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Portable Toilet Rental - Unserviced (Includes first day delivery/last day pickup and daily rental rate per unit.)</td>
<td>1</td>
<td>$50.00 Daily Ea. N/A N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Handicap Portable Toilet Rental - Serviced (Includes first day delivery/last day pickup and daily rental rate per unit.)</td>
<td>1</td>
<td>$95.00 Daily Ea. N/A N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Handicap Portable Toilet Rental - Unserviced (Includes first day delivery/last day pickup and daily rental rate per unit.)</td>
<td>1</td>
<td>$70.00 Daily Ea. N/A N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Handwash Station - 2 Sink Rental - Serviced (Includes first day delivery/last day pickup and daily rental rate per unit.)</td>
<td>1</td>
<td>$70.00 Daily Ea. N/A N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Handwash Station - 2 Sink Rental - Unserviced (Includes first day delivery/last day pickup and daily rental rate per unit.)</td>
<td>1</td>
<td>55.00 Daily Ea. N/A N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Handwash Station - 8+ Sink Rental - Serviced (Includes first day delivery/last day pickup and daily rental rate per unit.)</td>
<td>1</td>
<td>Daily Ea. N/A N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Handwash Station - 8+ Sink Rental - Unserviced (Includes first day delivery/last day pickup and daily rental rate per unit.)</td>
<td>1</td>
<td>Daily Ea. N/A N/A</td>
<td></td>
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<tr>
<td>Mileage (Rate per mile exceeding 100 miles per calendar day).</td>
<td></td>
<td>$2.50 Mi. N/A N/A</td>
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<tr>
<td>Remote Hourly Rate (Rate per vehicle per hour for unimproved roads (as determined by the Incident Management Team/Host Agency) that exceeds ½ mile from improved roads.)</td>
<td>1</td>
<td>$75.00 Hr. N/A N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Service Calls (Per unit, if ordered.)</td>
<td>1</td>
<td>$35.00 Ea. N/A N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pickup Fee (ADDITIONAL) (Per unit, if ordered.)</td>
<td>1</td>
<td>$25.00 Ea. N/A N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reset/Relocation Fee (Per unit, if ordered.)</td>
<td>2 Sink Reset/Relocation: 1</td>
<td>$30.00 Ea. N/A N/A</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>8+ Sink Reset/Relocation: 1</td>
<td>Ea. N/A N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Toilet Reset/Relocation: 1</td>
<td>Ea. N/A N/A</td>
<td></td>
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</tbody>
</table>
16. SPECIAL PROVISIONS

A. Serviced Daily Rate: Per unit shall include first day delivery, daily rental rate, one service call per day (including supplies), and last day pickup (with 24-hour notice).
B. Unserviced Daily Rate: Per unit shall include first day delivery, daily rental rate, and last day pickup (with 24-hour notice).
C. Mileage: Exceeding 100 miles per calendar day will be paid at the indicated rate (see 4.2.5 Mileage).
D. Remote Hourly Rate: For unimproved roads (as determined by the Incident Management Team/Host Agency) that exceeds ½ mile from improved roads.
E. Equipment furnished under this agreement is not subject to pro-rating on the first or last day.
F. Additional Service Calls: Will be paid at the rate indicated per unit if ordered for the same day that units have already been serviced.
G. Pickup Fees: Will be paid only if the Contractor has already serviced the units on the pickup day and is ordered by the Government to make a second trip to pick up units.
H. Reset/Relocations Fees: Shall be paid per unit when requested to move units or when a unit has to be reset. One day notification is required.
I. Portable Toilets: Contractor is responsible for removal and disposal of all waste.
J. Gray Water/Portable Water (Handwash Stations) – Contractor is responsible for gray water disposal and supplying potable water for 2 sink portable handwash stations. Government is responsible for gray water disposal and supplying potable water for trailer mounted mobile 8 sink units.
K. All terms, conditions, specifications, and attachments contained in DNRC-JFB2019-1021 are attached hereto and incorporated herein by reference.
L. The general clauses to the EERA (OF-294) are attached hereto and incorporated herein by reference.

17. Contractors or Authorized Agent’s Signature:

18. Date: 5/23/19

19. Print Name and Title

20. Federal Contracting Officer’s Co-Signature:

21. Date: 5/13/2019

22. Print Name and Title

23. DNRC Contracting Officer’s Co-Signature:

24. Date: 5/29/19

25. Print Name and Title

JEFFREY GARDNER
Contracting Officer
WANEMAH HULETT
Contracting Officer
a. Phone No. 406-542-4210  b. FAX: 406-542-4242