

PORTABLE TOILETS / HANDWASH STATION SERVICES
Emergency Equipment Rental Agreement

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| 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 FIRE2019-1021-047-R1 BLM ESE-20-047 FS 12034320T 5/27 |
| | 3. EFFECTIVE DATES OF AGREEMENT: a. Beginning: June 1, 2020 b. Ending: May 31, 2021 c. Specific incident only: Incident Name: _____ Incident Number: _____ |
| 4. CONTRACTOR a. Name and address: P-Pods a division of Sweet Pea Inc. PO Box 5074 Helena MT 59604 | 5. POINT OF HIRE Location at time of hire _____ |
| b. EIN/SSN: _____ c. DUNS #: 927668038 d. EMAIL Address: sweetpea2@sweetpeamt.com e. Phone No. (Day): 406-728-3533 Phone No. (Night): same Cell Phone No.: 406-240-0685 or 240-3385 FAX No.: 406-728-0224 | 6. ORDERING DISPATCH CENTER HDC |
| | 7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry) |
| | 8. OPERATOR FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT |
| | 9. Delivery capabilities (number of units per trip) 22 |
| 10. BUSINESS SIZE OF CONTRACTOR: a. <input checked="" type="checkbox"/> small b. <input type="checkbox"/> Other c. <input type="checkbox"/> Women-Owned d. <input type="checkbox"/> Small Disadvantaged e. <input type="checkbox"/> HUB Zone f. <input type="checkbox"/> Service Disadvantaged Vet (Information for tracking purposes only – not used for preferential hiring) | |

| 11. ITEM DESCRIPTION: <i>Equipment (include VIN, make, model, year, serial no., accessories or other identifying features).</i> | 12. NO. OF OPERATORS PER SHIFT | 13. HRLY/ DAILY/ MILEAGE/ SHIFT BASIS (ss/ds; ref. CI.6) | | 14. SPECIAL | 15. GUARANTEE (8 HOURS) |
|---|--------------------------------|--|-------------------|-------------|-------------------------|
| | | Rate | Unit | | |
| Portable Toilet Rental - Serviced (Includes first day delivery/last day pickup and daily rental rate per unit.) | 1 | \$60.00 | Daily Ea. | N/A | N/A |
| Portable Toilet Rental - Unserviced (Includes first day delivery/last day pickup and daily rental rate per unit.) | 1 | \$50.00 | Daily Ea. | N/A | N/A |
| Handicap Portable Toilet Rental - Serviced (Includes first day delivery/last day pickup and daily rental rate per unit.) | 1 | \$90.00 | Daily Ea. | N/A | N/A |
| Handicap Portable Toilet Rental - Unserviced (Includes first day delivery/last day pickup and daily rental rate per unit.) | 1 | \$50.00 | Daily Ea. | N/A | N/A |
| Handwash Station - 2 Sink Rental - Serviced (Includes first day delivery/last day pickup and daily rental rate per unit.) | 1 | \$65.00 | Daily Ea. | N/A | N/A |
| Handwash Station - 2 Sink Rental - Unserviced (Includes first day delivery/last day pickup and daily rental rate per unit.) | 1 | \$55.00 | Daily Ea. | N/A | N/A |
| Handwash Station - 8+ Sink Rental - Serviced (Includes first day delivery/last day pickup and daily rental rate per unit.) | | | Daily Ea. | N/A | N/A |
| Handwash Station - 8+ Sink Rental - Unserviced (Includes first day delivery/last day pickup and daily rental rate per unit.) | | | Daily Ea. | N/A | N/A |
| Mileage <i>(Rate per mile exceeding 100 miles per calendar day.)</i> | | \$2.00 | Mi. | N/A | N/A |
| Remote Hourly Rate <i>(Rate per vehicle per hour for unimproved roads (as determined by the Incident Management Team/Host Agency) that exceeds ½ mile from improved roads.)</i> | | \$50.00 | Hr. | N/A | N/A |
| Additional Service Calls <i>(Per unit, if ordered.)</i> | | \$20.00 | Ea. | N/A | N/A |
| Pickup Fee (ADDITIONAL) <i>(Per unit, if ordered.)</i> | | \$20.00 | Ea. | N/A | N/A |
| Reset/Relocation Fee <i>(Per unit, if ordered.)</i> | 1 | \$20.00 | Ea. Ea. Ea. | N/A | N/A |
| | | | | | |

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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-IFB2019-1021** 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.

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| <p>17. Contractors or Authorized Agent's Signature:</p> <p align="center"><i>Adam Bartels</i></p> | <p>18. Date</p> <p align="center">5/11/20</p> | <p>19. Print Name and Title</p> <p align="center">Adam Bartels Owner</p> |
| <p>20. Federal Contracting Officer's Co-Signature:</p> <p align="center"><i>Michael J. Lucas</i></p> | <p>21. Date</p> <p align="center">5-28-20</p> | <p>22. Print Name and Title</p> <p align="center">Michael J. Lucas Contracting Officer a. Phone No. 406-329-3578 b. FAX:</p> |
| <p>23. DNRC Contracting Officer's Co-Signature:</p> <p align="center"><i>Wanemah Hulett</i></p> | <p>24. Date</p> <p align="center">5-28-20</p> | <p>25. Print Name and Title</p> <p align="center">WANEMAH HULETT Contracting Officer a. Phone No. 406-542-4230 b. FAX: 406-542-4242</p> |