### PORTABLE TOILETS / HANDWASH STATION SERVICES

#### Emergency Equipment Rental Agreement

**1. PROCUREMENT AGENCY**
- **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 FIRE2019-1021-044
- USFS 20034319750044
- BLM ESE-19-044
- BRC 2020-044

**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**
- **Name and address:**
  - Sweet Pea Sewer & Septic
  - 633 Old Corvallis Rd
  - Corvallis MT 59828

- **EIN/SSN:**
- **DUNS #:** 927668038

- **EMAIL Address:** sweetpea2@sweetpeamnt.com

- **Phone No. (Day):** 406-728-3533
- **Phone No. (Night):** same
- **Cell Phone No.:** 406-240-0685 or 240-3385
- **FAX No.:** 406-728.0224

**5. POINT OF HIRE**
- **Location at time of hire**
- **ORRDERING DISPATCH CENTER**
  - BRC

**6. OPERATOR FURNISHED BY:**
- **Contractor**

**7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY:**
- **Contractor (wet)**
- **Government (dry)**

**8. BUSINESS SIZE OF CONTRACTOR:**
- a. [ ] Small
- b. [ ] Other
- c. [ ] Women-Owned
- d. [ ] Small Disadvantaged
- e. [ ] Hub Zone
- f. [ ] Service-Disadvantaged Vet (Information for tracking purposes only - not used for preferential hiring)

**9. Delivery capabilities (number of units per trip):**
- 50

**10. BUSINESS SIZE OF CONTRACTOR:**
- a. [ ] Small
- b. [ ] Other
- c. [ ] Women-Owned
- d. [ ] Small Disadvantaged
- e. [ ] Hub Zone
- f. [ ] Service-Disadvantaged Vet (Information for tracking purposes only - not used for preferential hiring)

<table>
<thead>
<tr>
<th>Item Description</th>
<th>12. NO. OPERATORS</th>
<th>13. HRLY/DAILY MILEAGE</th>
<th>14. SPECIAL</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>$50.00 Daily Ea.</td>
<td>N/A</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.</td>
<td>N/A</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>$90.00 Daily Ea.</td>
<td>N/A</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>$50.00 Daily Ea.</td>
<td>N/A</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>$65.00 Daily Ea.</td>
<td>N/A</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.</td>
<td>N/A</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.</td>
<td>N/A</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.</td>
<td>N/A</td>
</tr>
<tr>
<td>Mileage (Rate per mile exceeding 100 miles per calendar day)</td>
<td></td>
<td>$2.00 Mi.</td>
<td>N/A</td>
</tr>
<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>$50.00 Hr.</td>
<td>N/A</td>
</tr>
<tr>
<td>Additional Service Calls (Per unit, if ordered.)</td>
<td></td>
<td>$20.00 Ea.</td>
<td>N/A</td>
</tr>
<tr>
<td>Pickup Fee (ADDITIONAL) (Per unit, if ordered.)</td>
<td></td>
<td>$20.00 Ea.</td>
<td>N/A</td>
</tr>
<tr>
<td>Reset/Relocation Fee (Per unit, if ordered.)</td>
<td></td>
<td>$20.00 Ea.</td>
<td>N/A</td>
</tr>
<tr>
<td>2 Sink Reset/Relocation:</td>
<td>1</td>
<td>Daily Ea.</td>
<td>N/A</td>
</tr>
<tr>
<td>8+ Sink Reset/Relocation: Toilet Reset/Relocation:</td>
<td>1</td>
<td>Daily Ea.</td>
<td>N/A</td>
</tr>
</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-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.**

<table>
<thead>
<tr>
<th>17. Contractors or Authorized Agent's Signature:</th>
<th>18. Date</th>
<th>19. Print Name and Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>5/28/20</td>
<td>Russell Hood owner</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>20. Federal Contracting Officer's Co-Signature:</th>
<th>21. Date</th>
<th>22. Print Name and Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>6-5-20</td>
<td>Michael S. Lucas</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>23. DNRC Contracting Officer's Co-Signature:</th>
<th>24. Date</th>
<th>25. Print Name and Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>6-5-20</td>
<td>Wanemah Hulett</td>
</tr>
</tbody>
</table>


a. Phone No. 406-542-4230    b. FAX: 406-542-4242