## STATE ONLY AGREEMENT

### PORTABLE TOILETS / HANDWASH STATION SERVICES

**Emergency Equipment Rental Agreement**

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### 1. PROCUREMENT AGENCY

- **Name and address:** Department of Natural Resources & Conservation
- **Attn:** Fire Contracting
- **Address:** 2705 Spurgin Road
- **City:** Missoula, MT 59804

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### 2. AGREEMENT NUMBER

- **Number:** DNRC-FIRE2022-1048-012

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### 3. EFFECTIVE DATES OF AGREEMENT

- **Beginning:** June 1, 2022
- **Ending:** May 31, 2023

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### 4. CONTRACTOR

- **Name and address:** Cotter's Sewer
- **Address:** PO Box 987
- **City:** Laurel, MT 59044

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### 5. POINT OF HIRE

- **Location at time of hire:**

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### 6. ORDERING DISPATCH CENTER

- **Center:** BDC

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### 7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY:

- ☑ CONTRACTOR (wet)
- ☐ GOVERNMENT (dry)

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### 8. OPERATOR FURNISHED BY:

- ☑ CONTRACTOR
- ☐ GOVERNMENT

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### 9. Delivery capabilities (number of units per trip)

- **Cap:** 18

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### 10. BUSINESS SIZE OF CONTRACTOR

- ☑ Women-Owned
- ☐ Small Disadvantaged
- ☐ Hub Zone
- ☐ Service Disadvantaged Vet

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### 11. ITEM DESCRIPTION

- **Equipment** (Include VIN, make, model, year, serial no., accessories or other identifying features):

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Unit</th>
<th>14. SPECIAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Portable Toilet Rental</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Serviced</td>
<td>$73.00</td>
<td>Daily Ea.</td>
<td>N/A</td>
</tr>
<tr>
<td>Unserviced</td>
<td>$40.00</td>
<td>Daily Ea.</td>
<td>N/A</td>
</tr>
<tr>
<td>Handicap Portable Toilet Rental</td>
<td>$135.00</td>
<td>Daily Ea.</td>
<td>N/A</td>
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<tr>
<td>Serviced</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unserviced</td>
<td>$60.00</td>
<td>Daily Ea.</td>
<td>N/A</td>
</tr>
<tr>
<td>Handwash Station - 2 Sink Rental</td>
<td>$73.00</td>
<td>Daily Ea.</td>
<td>N/A</td>
</tr>
<tr>
<td>Serviced</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unserviced</td>
<td>$40.00</td>
<td>Daily Ea.</td>
<td>N/A</td>
</tr>
<tr>
<td>Handwash Station - 8+ Sink Rental</td>
<td>$73.00</td>
<td>Daily Ea.</td>
<td>N/A</td>
</tr>
<tr>
<td>Serviced</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unserviced</td>
<td>$45.00</td>
<td>Ea.</td>
<td>N/A</td>
</tr>
<tr>
<td>Handwash Station - 8+ Sink Rental</td>
<td>$73.00</td>
<td>Daily Ea.</td>
<td>N/A</td>
</tr>
<tr>
<td>Unserviced</td>
<td>$45.00</td>
<td>Ea.</td>
<td>N/A</td>
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<tr>
<td>Mileage</td>
<td>$2.70</td>
<td>Mi.</td>
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<tr>
<td>Remote Hourly Rate</td>
<td>$75.00</td>
<td>Hr.</td>
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<tr>
<td>Additional Service Calls</td>
<td>$45.00</td>
<td>Ea.</td>
<td>N/A</td>
</tr>
<tr>
<td>Pickup Fee (ADDITIONAL)</td>
<td>$73.00</td>
<td>Ea.</td>
<td>N/A</td>
</tr>
<tr>
<td>Reset/Relocation Fee</td>
<td>$45.00</td>
<td>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 daily rental rate with no service.

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 must 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-JFB-2022-1048 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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**17. Contractors or Authorized Agent's Signature:**

![Signature](signature1)

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**18. Date**

5/2/2022 | 12:03:56 PM MDT

**19. Print Name and Title**

Cindy Drake
President

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**20. DNRC Contracting Officer's Signature:**

![Signature](signature2)

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**21. Date**

5/2/2022 | 1:56:23 PM MDT

**22. Print Name and Title**

Lindsey Greene
Fire Contracting

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