### STATE ONLY AGREEMENT

#### PORTABLE TOILETS / HANDWASH STATION SERVICES

**Emergency Equipment Rental Agreement**

1. **PROCUREMENT AGENCY**
   - Name and address: Department of Natural Resources & Conservation
   - Attn: Fire Contracting
   - 2705 Spurgin Road
   - Missoula, MT 59804

2. **AGREEMENT NUMBER** (Must appear on all documents relating to this agreement): **DNRC-FIRE2022-1048-037**

3. **EFFECTIVE DATES OF AGREEMENT:**
   - a. Beginning: June 1, 2022
   - b. Ending: May 31, 2023
   - c. Specific incident only:
     - Incident Name: 
     - Incident Number: 

4. **CONTRACTOR**
   - Name and address:
     - P-Pods a Division of Sweet Pea Inc
     - PO Box 5074
     - Helena, MT 59604
   - Equip Location:
     - 314 Archery Rd
     - Helena, MT 59602
   - b. EIN/SSN: 
   - c. EMAIL Address: sweetpea2@sweetpeamtl.com
   - d. Phone No. (Day): 406-728-3533
   - Phone No. (Night): 406-728-3533
   - Cell Phone No.: 406-240-6865,
     - 406-240-3385
   - FAX No.: 406-728-0224

5. **POINT OF HIRE**
   - Location at time of hire: 

6. **ORDERING DISPATCH CENTER**
   - HDC

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

8. **OPERATOR FURNISHED BY:**
   - ☑ CONTRACTOR  ☐ GOVERNMENT

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)

11. **ITEM DESCRIPTION:**
    - Equipment (include VIN, make, model, year, serial no., accessories or other identifying features)
    - **Portable Toilet Rental - Serviced**
      - (Includes first day delivery/last day pickup and daily rental rate per unit)
      - 1  $75.00 Daily Ea.
    - **Portable Toilet Rental - Unserved**
      - (Rental only, no daily service call)
      - 1  $65.00 Daily Ea.
    - **Handicap Portable Toilet Rental - Serviced**
      - (Includes first day delivery/last day pickup and daily rental rate per unit)
      - 1  $105.00 Daily Ea.
    - **Handicap Portable Toilet Rental - Unserved**
      - (Rental only, no daily service call)
      - 1  $65.00 Daily Ea.
    - **Handwash Station - 2 Sink Rental - Serviced**
      - (Includes first day delivery/last day pickup and daily rental rate per unit)
      - 1  $80.00 Daily Ea.
    - **Handwash Station - 2 Sink Rental - Unserved**
      - (Rental only, no daily service call)
      - 1  $65.00 Daily Ea.
    - **Handwash Station - 8+ Sink Rental - Serviced**
      - (Includes first day delivery/last day pickup and daily rental rate per unit)
    - **Handwash Station - 8+ Sink Rental - Unserved**
      - (Rental only, no daily service call)

12. **NO. OF OPERATORS PER SHIFT**

13. **HRLY / DAILY / MILEAGE / SHIFT BASIS (as/ds, ref. Cl. 8)**

14. **SPECIAL**

15. **GUARANTEE (9 HOURS)**

### Mileage
- (Rate per mile exceeding 100 miles per calendar day)
- 1  $2.50 Mi.

### 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)
- 1  $60.00 Ea.

### Additional Service Calls
- (Per unit, if ordered)
- 1  $50.00 Ea.

### Pickup Fee (ADDITIONAL)
- (Per unit, if ordered)
- 1  $50.00 Ea.

### Reset/Relocation Fee
- (Per unit, if ordered)
  - 2 Sink Reset/Relocation:
    - 1  $50.00 Ea.
  - 8+ Sink Reset/Relocation:
    - 1  $50.00 Ea.
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 exceed 1/2 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-IFB-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.

17. Contractors or Authorized Agent's Signature:

[Signature]

18. Date 19. Print Name and Title

5/3/2022 | 8:49:22 AM MDT

Owner

20. DNRC Contracting Officer's Signature:

[Signature]

21. Date 22. Print Name and Title

5/3/2022 | 9:09:13 AM MDT

Lindsey Greene Fire Contracting

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