

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

|   |  |
|---|--|
| <p><b>1. PROCUREMENT AGENCY</b> a. Name and address:<br/><br/> <b>Department of Natural Resources &amp; Conservation</b><br/> <b>Attn: Contracting Officer</b><br/> <b>2705 Spurgin Road</b><br/> <b>Missoula MT 59804</b></p>  | <p><b>2. AGREEMENT NUMBER</b> (Must appear on all documents relating to this agreement): <b>DNRC FIRE2016-1038-035</b><br/> <b>USFS AG-0343-B-16-5033</b><br/> <b>BLM ESE-16-035</b></p> <p><b>3. EFFECTIVE DATES OF AGREEMENT:</b><br/> a. Beginning: <b>June 1, 2016</b>    b. Ending: <b>May 31, 2017</b><br/> c. Specific incident only:<br/> Incident Name: _____<br/> Incident Number: _____</p>   |
| <p><b>4. CONTRACTOR</b> a. Name and address:<br/><br/> <b>Shur Clean Portable Toilets Inc.</b><br/> <b>957 Mountain Meadow Rd</b><br/> <b>Kalispell MT 59901</b></p> <p>b. EIN/SSN: _____                      c. DUNS #: 800460326<br/> d. EMAIL Address: <u>shur_clean@hotmail.com</u><br/> e. Phone No. (Day): 406-250-2312<br/> Phone No. (Night): same<br/> Cell Phone No.: 406-890-4333                      FAX No.:</p> | <p><b>5. POINT OF HIRE</b><br/><br/> <b>Location at time of hire</b></p> <p><b>6. ORDERING DISPATCH CENTER</b><br/><br/> <b>KIC</b></p> <p><b>7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY:</b><br/> <input checked="" type="checkbox"/> CONTRACTOR (wet)    <input type="checkbox"/> GOVERNMENT (dry)</p> <p><b>8. OPERATOR FURNISHED BY:</b><br/> <input checked="" type="checkbox"/> CONTRACTOR                      <input type="checkbox"/> GOVERNMENT</p> <p><b>9. Delivery capabilities (number of units per trip)</b>    <input style="width: 50px; height: 20px;" type="text"/></p> |

**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:<br><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. Cl.6) |           | 14. SPECIAL | 15. GUARANTEE (8 HOURS) |
|---|--------------------------------|--|-----------|-------------|-------------------------|
|   |                                | Rate   | Unit      |             |                         |
| <b>Portable Toilet Rental - Serviced</b> (Includes first day delivery/last day pickup and daily rental rate per unit.)  | 1                              | \$45.00  | Daily Ea. | N/A         | N/A                     |
| <b>Portable Toilet Rental - Unserviced</b> (Includes first day delivery/last day pickup and daily rental rate per unit.)  | 1                              | \$20.00  | Daily Ea. | N/A         | N/A                     |
| <b>Handicap Portable Toilet Rental - Serviced</b> (Includes first day delivery/last day pickup and daily rental rate per unit.)   | 1                              | \$90.00  | Daily Ea. | N/A         | N/A                     |
| <b>Handicap Portable Toilet Rental - Unserviced</b> (Includes first day delivery/last day pickup and daily rental rate per unit.)   | 1                              | \$20.00  | Daily Ea. | N/A         | N/A                     |
| <b>Handwash Station - 2 Sink Rental - Serviced</b> (Includes first day delivery/last day pickup and daily rental rate per unit.)  | 1                              | \$45.00  | Daily Ea. | N/A         | N/A                     |
| <b>Handwash Station - 2 Sink Rental – Unserviced</b> (Includes first day delivery/last day pickup and daily rental rate per unit.)  | 1                              | \$20.00  | Daily Ea. | N/A         | N/A                     |
| <b>Handwash Station - 8+ Sink Rental - Serviced</b> (Includes first day delivery/last day pickup and daily rental rate per unit.)   |                                |  | Daily Ea. | N/A         | N/A                     |
| <b>Handwash Station - 8+ Sink Rental – Unserviced</b> (Includes first day delivery/last day pickup and daily rental rate per unit.)   |                                |  | Daily Ea. | N/A         | N/A                     |
| <b>Mileage</b><br><i>(Rate per mile exceeding 100 miles per calendar day).</i>  |                                | \$3.00   | Mi.       | N/A         | N/A                     |
| <b>Remote Hourly Rate</b><br><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> | 1                              | \$75.00  | Hr.       | N/A         | N/A                     |
| <b>Additional Service Calls</b><br><i>(Per unit, if ordered.)</i>   | 1                              | \$20.00  | Ea.       | N/A         | N/A                     |
| <b>Pickup Fee (ADDITIONAL)</b><br><i>(Per unit, if ordered.)</i>  | 1                              | \$20.00  | Ea.       | N/A         | N/A                     |
| <b>Reset/Relocation Fee</b><br><i>(Per unit, if ordered.)</i>   |                                |  | Ea.       |             |                         |
| <b>2 Sink Reset/Relocation:</b>   |                                |  | Ea.       | N/A         | N/A                     |
| <b>8+ Sink Reset/Relocation:</b>  |                                |  | Ea.       |             |                         |
| <b>Toilet Reset/Relocation:</b>   | 1                              | \$20.00  | Ea.       |             |                         |

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

**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 **IFB DNRC-FIRE2016-1038** 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.

|  |                             |  |
|--|-----------------------------|--|
| <b>17. Contractors or Authorized Agent's Signature:</b><br> | <b>18. Date</b><br>6-3-2016 | <b>19. Print Name and Title</b><br>Keith Kingsolver<br>Owner   |
| <b>20. Federal Contracting Officer's Co-Signature:</b><br>  | <b>21. Date</b><br>6/8/2016 | <b>22. Print Name and Title</b><br><b>JEFFREY GARDNER</b><br>Contracting Officer 4987<br>a. Phone No. 406-329-8769    b. FAX: 406-329-4955 |
| <b>23. DNRC Contracting Officer's Co-Signature:</b><br>   | <b>24. Date</b><br>6-8-16   | <b>25. Print Name and Title</b><br><b>WANEMAH HULETT</b><br>Contracting Officer<br>a. Phone No. 406-542-4230    b. FAX: 406-542-4242       |