



| STATE ONLY AGREEMENT   | PORTABLE TOILETS / HANDWASH STATION SERVICES<br>Emergency Equipment Rental Agreement |  |   | Page 1 of 2   |                    |                                |
|--|--|--|---|---|--------------------|--------------------------------|
| <b>1. PROCUREMENT AGENCY</b> a. Name and address:<br><br><b>Department of Natural Resources &amp; Conservation</b><br><b>Attn: Fire Contracting</b><br><b>2705 Spurgin Road</b><br><b>Missoula, MT 59804</b>   |  | <b>2. AGREEMENT NUMBER</b> (Must appear on all documents relating to this agreement): <b>DNRC-FIRE2022-1048-011</b>  |   | <b>3. EFFECTIVE DATES OF AGREEMENT:</b><br>a. Beginning: <b>June 1, 2022</b> b. Ending: <b>May 31, 2023</b><br>c. Specific incident only:<br>Incident Name: _____<br>Incident Number: _____ |                    |                                |
| <b>4. CONTRACTOR</b> a. Name and address:<br><br><b>Cecil McDougall dba M and H Septic Pumping and Porta Potties</b><br><b>275 Log Cabin Rd</b><br><b>Troy, MT 59935</b><br>b. EIN/SSN:<br>c. EMAIL Address: <a href="mailto:cecil321@live.com">cecil321@live.com</a><br>d. Phone No. (Day): 406-295-9570, 406-295-2335<br>Phone No. (Night): 406-295-2335<br>Cell Phone No.: 719-505-6334      FAX No.: |  | <b>5. POINT OF HIRE</b><br><br>Location at time of hire  |   | <b>6. ORDERING DISPATCH CENTER</b><br><b>KDC</b>  |                    |                                |
| <b>10. BUSINESS SIZE OF CONTRACTOR:</b> a. <input checked="" type="checkbox"/> small b. <input type="checkbox"/> Other c. <input type="checkbox"/> Women-Owned d. <input type="checkbox"/> Small Disadvantaged<br>e. <input type="checkbox"/> HUB Zone f. <input type="checkbox"/> Service Disadvantaged Vet (Information for tracking purposes only – not used for preferential hiring)                 |  | <b>7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY:</b><br><br><input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry) |   | <b>8. OPERATOR FURNISHED BY:</b><br><input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT  |                    |                                |
| <b>11. ITEM DESCRIPTION:</b><br>Equipment (include VIN, make, model, year, serial no., accessories or other identifying features)  |  | <b>12. NO. OF OPERATORS PER SHIFT</b>  | <b>13. HRLY/ DAILY/ MILEAGE/ SHIFT BASIS (ss/ds, ref. Cl.6)</b><br>Rate      Unit |   | <b>14. SPECIAL</b> | <b>15. GUARANTEE (8 HOURS)</b> |
| <b>Portable Toilet Rental – Serviced</b><br>(Includes first day delivery/last day pickup and daily rental rate per unit)   |  | 1  | \$65.00   | Daily Ea.   | N/A                | N/A                            |
| <b>Portable Toilet Rental – Unserviced</b><br>(Rental only, no daily service call)   |  | 1  | \$40.00   | Daily Ea.   | N/A                | N/A                            |
| <b>Handicap Portable Toilet Rental – Serviced</b><br>(Includes first day delivery/last day pickup and daily rental rate per unit)  |  | 1  | \$110.00  | Daily Ea.   | N/A                | N/A                            |
| <b>Handicap Portable Toilet Rental – Unserviced</b><br>(Rental only, no daily service call)  |  | 1  | \$95.00   | Daily Ea.   | N/A                | N/A                            |
| <b>Handwash Station – 2 Sink Rental – Serviced</b><br>(Includes first day delivery/last day pickup and daily rental rate per unit)   |  | 1  | \$70.00   | Daily Ea.   | N/A                | N/A                            |
| <b>Handwash Station - 2 Sink Rental – Unserviced</b><br>(Rental only, no daily service call)   |  | 1  | \$50.00   | Daily Ea.   | N/A                | N/A                            |
| <b>Handwash Station – 8+ Sink Rental – Serviced</b><br>(Includes first day delivery/last day pickup and daily rental rate per unit)  |  |  |   |   |                    |                                |
| <b>Handwash Station – 8+ Sink Rental – Unserviced</b><br>(Rental only, no daily service call)  |  |  |   |   |                    |                                |
| <b>Mileage</b><br>(Rate per mile exceeding 100 miles per calendar day)   |  | 1  | \$3.50  | Mi.   | N/A                | N/A                            |
| <b>Remote Hourly Rate</b><br>(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  | \$75.00   | Hr.   | N/A                | N/A                            |
| <b>Additional Service Calls</b><br>(Per unit, if ordered)  |  | 1  | \$35.00   | Ea.   | N/A                | N/A                            |
| <b>Pickup Fee (ADDITIONAL)</b><br>(Per unit, if ordered)   |  | 1  | \$30.00   | Ea.   | N/A                | N/A                            |
| <b>Reset/Relocation Fee</b><br>(Per unit, if ordered)  |  | 1  | \$25.00   | Ea.   | N/A                | N/A                            |
| <b>2 Sink Reset/Relocation:</b><br><b>8+ Sink Reset/Relocation:</b><br><b>Toilet Reset/Relocation:</b>   |  | 1  | N/A   | Ea.   | N/A                | N/A                            |
|  |  |  | \$40.00   | Ea.   |                    |                                |

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| <p><b>16. SPECIAL PROVISIONS</b></p> <p>A. <b>Serviced Daily Rate:</b> 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).</p> <p>B. <b>Unserviced Daily Rate:</b> Per unit shall include daily rental rate with no service.</p> <p>C. <b>Mileage:</b> Exceeding 100 miles per calendar day will be paid at the indicated rate (see 4.2.5 Mileage).</p> <p>D. <b>Remote Hourly Rate:</b> For unimproved roads (as determined by the Incident Management Team/Host Agency) that exceeds ½ mile from improved roads).</p> <p>E. Equipment furnished under this agreement is <b>not subject to pro-rating on the first or last day.</b></p> <p>F. <b>Additional Service Calls:</b> Will be paid at the rate indicated per unit if ordered for the same day that units have already been serviced.</p> <p>G. <b>Pickup Fees:</b> 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.</p> <p>H. <b>Reset/Relocations Fees:</b> Shall be paid per unit when requested to move units or when a unit must be reset. One day notification is required.</p> <p>I. <b>Portable Toilets:</b> Contractor is responsible for removal and disposal of all waste.</p> <p>J. <b>Gray Water/Portable Water (Handwash Stations):</b> 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.</p> <p>K. All terms, conditions, specifications, and attachments contained in <b>DNRC-IFB-2022-1048</b> are attached hereto and incorporated herein by reference.</p> <p>L. The general clauses to the EERA (OF-294) are attached hereto and incorporated herein by reference.</p> |  |             |

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| <b>17. Contractors or Authorized Agent's Signature:</b><br><br>DocuSigned by:<br><br><small>FFFD08DF76A4488</small> | <b>18. Date</b><br><br>5/9/2022   2:25:10 PM MDT | <b>19. Print Name and Title</b><br>Cecil McDougall - Owner   |
| <b>20. DNRC Contracting Officer's Signature:</b><br><br>DocuSigned by:<br><br><small>AF98218248B2447</small>       | <b>21. Date</b><br><br>5/9/2022   2:38:21 PM MDT | <b>22. Print Name and Title</b><br>Lindsey Greene<br>Fire Contracting<br>a. Phone No. 406-542-4230    b. FAX: 406-542-4242 |