



STATE ONLY AGREEMENT	PORTABLE TOILETS / HANDWASH STATION SERVICES Emergency Equipment Rental Agreement			Page 1 of 2		
1. PROCUREMENT AGENCY a. 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-FIRE2022-1048-014 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 a. Name and address: Flat Rock Contracting LLC 780 Lost Horse Rd Hamilton, MT 59840 b. EIN/SSN: c. EMAIL Address: cablaire9589@live.com d. Phone No. (Day): 406-831-6690 Phone No. (Night): 406-363-7519 Cell Phone No.: 406-360-6825 FAX No.:		5. POINT OF HIRE Location at time of hire		6. ORDERING DISPATCH CENTER BRC 7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry) 8. OPERATOR FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT 9. Delivery capabilities (number of units per trip) 1		
10. BUSINESS SIZE OF CONTRACTOR: a. <input checked="" type="checkbox"/> small b. <input type="checkbox"/> Other c. <input type="checkbox"/> Women-Owned d. <input type="checkbox"/> Small Disadvantaged e. <input type="checkbox"/> HUB Zone f. <input type="checkbox"/> 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)		12. NO. OF OPERATORS PER SHIFT	13. HRLY/ DAILY/ MILEAGE/ SHIFT BASIS (ss/ds, ref. Cl.6) Rate Unit		14. SPECIAL	15. GUARANTEE (8 HOURS)
Portable Toilet Rental – Serviced (Includes first day delivery/last day pickup and daily rental rate per unit)						
Portable Toilet Rental – Unserviced (Rental only, no daily service call)						
Handicap Portable Toilet Rental – Serviced (Includes first day delivery/last day pickup and daily rental rate per unit)						
Handicap Portable Toilet Rental – Unserviced (Rental only, no daily service call)						
Handwash Station – 2 Sink Rental – Serviced (Includes first day delivery/last day pickup and daily rental rate per unit)						
Handwash Station - 2 Sink Rental – Unserviced (Rental only, no daily service call)						
Handwash Station – 8+ Sink Rental – Serviced (Includes first day delivery/last day pickup and daily rental rate per unit) 12 SINK VIN: 1K9BU2024K1236742		1	\$1,325.00	Daily Ea.	N/A	N/A
Handwash Station – 8+ Sink Rental – Unserviced (Rental only, no daily service call)						
Mileage (Rate per mile exceeding 100 miles per calendar day)		1	\$3.25	MI.	N/A	N/A
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	\$29.50	Hr.	N/A	N/A
Additional Service Calls (Per unit, if ordered)						
Pickup Fee (ADDITIONAL) (Per unit, if ordered)						
Reset/Relocation Fee (Per unit, if ordered)		1	N/A \$250.00 N/A	Ea.	N/A	N/A

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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-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: DocuSigned by:  <small>368993287740482...</small>	18. Date 5/3/2022 11:30:15 AM MDT	19. Print Name and Title Cody Blair Fire Contracting
20. DNRC Contracting Officer's Signature: DocuSigned by:  <small>AF98218248B2447...</small>	21. Date 5/3/2022 11:39:32 AM MDT	22. Print Name and Title Lindsey Greene Fire Contracting a. Phone No. 406-542-4230 b. FAX: 406-542-4242