| STATE ONLY<br>AGREEMENT   | PORTABLE TOILETS / HANDWASH STATION SERVICES Emergency Equipment Rental Agreement |             |   |  |                   | F     | Page 1 of 2  |        |  |
|---|---|-------------|---|--|-------------------|-------|--------------|--------|--|
| 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-FIRE2022-1048-017 3. EFFECTIVE DATES OF AGREEMENT: a. Beginning: June 1, 2022 b. Ending: May 31, 2023 c. Specific incident only: Incident Number: |  |                   |       |              |        |  |
|   |   |             |   |  |                   |       |              |        |  |
| Incident Command Rentals LLC (ICR) 975 Stonefly Rd Dillon, MT 59725   |   |             | Location at time of hire  DISPATCH CENTER DDC  7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES  |  |                   |       |              |        |  |
| b. EIN/SSN:   |   |             | BEING FURNISHED BY:   |  |                   |       |              |        |  |
| c. EMAIL Address: icrmt05@gmail.com   |   |             | ☐ CONTRACTOR (wet) ☐ GOVERNMENT (dry)   |  |                   |       |              |        |  |
| d. Phone No. (Day): 406-660-2319  |   |             | 8. OPERATOR FURNISHED BY:   |  |                   |       |              |        |  |
| Phone No. (Night): 406-660-2319   |   |             | ☑ CONTRACTOR ☐ GOVERNMENT   |  |                   |       |              |        |  |
| Cell Phone No.: 406-660-2319 FAX No.:   |   |             | Delivery capabilities (number of units per trip)  |  |                   |       |              |        |  |
| The treat   |   |             |   |  |                   |       |              |        |  |
| BUSINESS SIZE OF CO   | NTRACTOR: a. Small b. Other c.  | ∐ Won       | nen-Ow  | ned d. Small C   | Disadvantaged     | Li-i> |              |        |  |
| e. HUB Zone f. Service Disadvantaged Vet (Information for 11. ITEM DESCRIPTION: Equipment (include VIN, make, model, year, serial no., accessories or                   |   | 12. N       |   | F 13. HRLY/ DAILY/ MILEAGE/<br>RS SHIFT BASIS (ss/ds, ref. Cl.6) 14. S |                   |       | PECIAL GUARA |        |  |
| other identifying features)   |   | PER S       | SHIFT   | Rate   | Unit              |       | (8 H         | IOURS) |  |
| Portable Toilet Rental – (Includes first day delivery/la  | Serviced st day pickup and daily rental rate per unit)                            | ساما        |   |  |                   |       |              |        |  |
| Portable Tollet Rental – (Rental only, no daily service   |   |             |   |  |                   |       |              |        |  |
| Handicap Portable Toile<br>(Includes first day delivery/la  | et Rental - Serviced<br>st day pickup and daily rental rate per unit)             |             |   |  |                   |       |              |        |  |
| Handicap Portable Toile<br>(Rental only, no daily service   |   |             |   |  |                   |       |              |        |  |
| 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) 8 SINK VIN:53BPTEA24NT034257                      |   | 1           | ı   | \$1,850.00   | Daily Ea.         | N/A   | -            | N/A    |  |
| (Rental only, no daily service  | Sink Rental – Unserviced call)  |             |   |  |                   |       |              |        |  |
| Mileage<br>(Rate per mile exceeding 100 miles per calendar day)   |   | 1           |   | \$0.60 Mi.   |                   | N/A   | 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           |   | \$120.00   | Hr.               | N/A   | I/A N/A      |        |  |
| Additional Service Calls<br>(Per unit, if ordered)  |   |             |   |  |                   |       |              |        |  |
| Pickup Fee (ADDITIONAL) (Per unit, if ordered)  |   | 1           |   | \$900.00   | \$900.00 Ea. N/A  |       | N/A          |        |  |
| Reset/Relocation Fee<br>(Per unit, if ordered)  | 2 Sink Reset/Relocation:<br>8+ Sink Reset/Relocation:<br>Toilet Reset/Relocation: | 1<br>1<br>1 |   | N/A<br>\$900.00<br>N/A   | Ea.<br>Ea.<br>Ea, | N/A   | 1            | N/A    |  |

STATE ONLY AGREEMENT

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

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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.
- The general clauses to the EERA (OF-294) are attached hereto and incorporated herein by reference.

| 17. Contractors or Authorized Agent's Signature: | 18. Date           | 19. Print Name and Title                       |  |  |  |  |
|--|--------------------|--|--|--|--|--|
| Docusigned by:                                   |                    | Julian Hammer<br>Co-owner/Member               |  |  |  |  |
| Julian Hammer                                    | 5/2/2022   1:      | BInd4d€MtMQommand Rentals LLC                  |  |  |  |  |
| 20. DNRC Contracting Officer's Signature:        | 21. Date           | 22. Print Name and Title                       |  |  |  |  |
| DocuBigned by:                                   |                    | Lindsey Greene                                 |  |  |  |  |
| Lindsey Greene                                   |                    | Fire Contracting                               |  |  |  |  |
| AF98218248B2447                                  | Z   9:32:40 AM MDT | a. Phone No. 406-542-4230 b. FAX: 406-542-4242 |  |  |  |  |