

1. PROCUREMENT AGENCY a. Name and address: Department of Natural Resources & Conservation Attn: Fire Contracting 2705 Spurgin Road Missoula, MT 59804	2. AGREEMENT NUMBER <i>(Must appear on all documents relating to this agreement):</i> DNRC-FIRE23-PTHW26 3. EFFECTIVE DATES OF AGREEMENT: a. Beginning: June 1, 2023 b. Ending: May 31, 2024 c. Specific incident only: Incident Name: _____ Incident Number: _____
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4. CONTRACTOR a. Name and address: P-Pods – A Division of Sweet Pea Inc 314 Archery Rd Helena, MT 59602 b. EIN/SSN: ██████████ c. EMAIL Address: sweetpea2@sweetpeamt.com d. Phone No. (Day): 406-728-3533 Phone No. (Night): 406-728-3533 Cell Phone No.: 406-240-0685 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: <input checked="" type="checkbox"/> CONTRACTOR <i>(wet)</i> <input type="checkbox"/> GOVERNMENT <i>(dry)</i>		
8. OPERATOR FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> 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: <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		14. SPECIAL	15. GUARANTEE (8 HOURS)
		Rate	Unit		
Portable Toilet Rental – Serviced <i>(Includes first day delivery/last day pickup and daily rental rate per unit)</i>	1	\$75	Daily Ea.		
Portable Toilet Rental – Unserviced <i>(Rental only, no daily service call)</i>	1	\$65	Daily Ea.		
Accessible Portable Toilet Rental – Serviced <i>(Includes first day delivery/last day pickup and daily rental rate per unit)</i>	1	\$105	Daily Ea.		
Accessible Portable Toilet Rental – Unserviced <i>(Rental only, no daily service call)</i>	1	\$65	Daily Ea.		
Handwash Station – 2 Sink Rental – Serviced <i>(Includes first day delivery/last day pickup and daily rental rate per unit)</i>	1	\$80	Daily Ea.		
Handwash Station - 2 Sink Rental – Unserviced <i>(Rental only, no daily service call)</i>	1	\$65	Daily Ea.		
Handwash Station – 8+ Sink Rental – Serviced <i>(Includes first day delivery/last day pickup and daily rental rate per unit)</i>					
Handwash Station – 8+ Sink Rental – Unserviced <i>(Rental only, no daily service call)</i>					
Mileage <i>(Rate per mile exceeding 100 miles per calendar day)</i>	1	\$2.50	Mi.		
Remote Hourly Rate <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	\$60	Hr.		
Additional Service Calls <i>(Per unit, if ordered)</i>	1	\$50	Ea.		
Pickup Fee (ADDITIONAL) <i>(Per unit, if ordered)</i>	1	\$50	Ea.		
Reset/Relocation Fee <i>(Per unit, if ordered)</i>					
2 Sink Reset/Relocation:		\$50	Ea.		
8+ Sink Reset/Relocation:		N/A	Ea.		
Toilet Reset/Relocation:		\$50	Ea.		

STATE ONLY AGREEMENT	PORTABLE TOILET / HANDWASH STATION SERVICES Emergency Equipment Rental Agreement	Page 2 of 2
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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.
- 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 the **Portable Toilet and Handwash Station Agreement** 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: <small>DocuSigned by:</small> <i>Russell Hood / Sweet Pea & P-Pods</i> <small>BBC481D1794A488...</small>	18. Date 5/23/2023 3:58:56 PM MDT	19. Print Name and Title Russell Hood / Sweet Pea & P-Pods owner
20. DNRC Contracting Officer's Signature: <small>DocuSigned by:</small> <i>Lindsey Greene</i> <small>AF98248248B2447...</small>	21. Date 5/24/2023 12:22:04 PM MDT	22. Print Name and Title Lindsey Greene Fire Contracting Representative a. Phone: (406)542-4230 b. FAX: (406)542-4269