

<b>1. PROCUREMENT AGENCY a. Name and address:</b>  Department of Natural Resources & Conservation Attn: Fire Contracting 2705 Spurgin Road Missoula, MT 59804	<b>2. AGREEMENT NUMBER</b> <i>(Must appear on all documents relating to this agreement):</i> <b>DNRC-FIRE23-PTHW33-1</b>  <b>3. EFFECTIVE DATES OF AGREEMENT:</b> a. <b>Beginning: June 1, 2023</b> b. <b>Ending: May 31, 2024</b>  c. <b>Specific incident only:</b> Incident Name: _____ Incident Number: _____
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<b>4. CONTRACTOR a. Name and address:</b>  Sweat Pea Inc - Corvallis 633 Old Corvallis Rd Corvallis, MT 59828  <b>b. EIN/SSN:</b> ██████████ <b>c. EMAIL Address:</b> sweetpea2@sweetpeamt.com  <b>d. Phone No. (Day):</b> 406-728-3533 <b>Phone No. (Night):</b> 406-728-3533  <b>Cell Phone No.:</b> 406-240-0685 <b>FAX No.:</b> 406-728-0224	<b>5. POINT OF HIRE</b>  <div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>Location at time of hire</b> </div> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 5px;"> <b>6. ORDERING DISPATCH CENTER BRC</b> </div> <b>7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY:</b>  <input checked="" type="checkbox"/> <b>CONTRACTOR</b> <i>(wet)</i> <input type="checkbox"/> <b>GOVERNMENT</b> <i>(dry)</i>  <b>8. OPERATOR FURNISHED BY:</b>  <input checked="" type="checkbox"/> <b>CONTRACTOR</b> <input type="checkbox"/> <b>GOVERNMENT</b>  <b>9. Delivery capabilities</b> <i>(number of units per trip):</i> 50
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**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		
<b>Portable Toilet Rental – Serviced</b> <i>(Includes first day delivery/last day pickup and daily rental rate per unit)</i>	1	\$75	Daily Ea.		
<b>Portable Toilet Rental – Unserviced</b> <i>(Rental only, no daily service call)</i>	1	\$65	Daily Ea.		
<b>Accessible Portable Toilet Rental – Serviced</b> <i>(Includes first day delivery/last day pickup and daily rental rate per unit)</i>	1	\$105	Daily Ea.		
<b>Accessible Portable Toilet Rental – Unserviced</b> <i>(Rental only, no daily service call)</i>	1	\$65	Daily Ea.		
<b>Handwash Station – 2 Sink Rental – Serviced</b> <i>(Includes first day delivery/last day pickup and daily rental rate per unit)</i>	1	\$80	Daily Ea.		
<b>Handwash Station - 2 Sink Rental – Unserviced</b> <i>(Rental only, no daily service call)</i>	1	\$65	Daily Ea.		
<b>Handwash Station – 8+ Sink Rental – Serviced</b> <i>(Includes first day delivery/last day pickup and daily rental rate per unit)</i>					
<b>Handwash Station – 8+ Sink Rental – Unserviced</b> <i>(Rental only, no daily service call)</i>					
<b>Mileage</b> <i>(Rate per mile exceeding 100 miles per calendar day)</i>	1	\$2.50	Mi.		
<b>Remote Hourly Rate</b> <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.		
<b>Additional Service Calls</b> <i>(Per unit, if ordered)</i>	1	\$50	Ea.		
<b>Pickup Fee (ADDITIONAL)</b> <i>(Per unit, if ordered)</i>	1	\$50	Ea.		
<b>Reset/Relocation Fee</b> <i>(Per unit, if ordered)</i>					
<b>2 Sink Reset/Relocation:</b>		\$50	Ea.		
<b>8+ Sink Reset/Relocation:</b>		N/A	Ea.		
<b>Toilet Reset/Relocation:</b>		\$50	Ea.		

STATE ONLY AGREEMENT	<b>PORTABLE TOILET / HANDWASH STATION SERVICES Emergency Equipment Rental Agreement</b>	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.

<b>17. Contractors or Authorized Agent's Signature:</b>  <small>DocuSigned by:</small> <i>Russell Hood / Sweet Pea &amp; P-Pods</i> <small>BBC481D1794A488...</small>	<b>18. Date</b>  5/23/2023   3:58:56 PM MDT	<b>19. Print Name and Title</b> Russell Hood / Sweet Pea & P-Pods  owner
<b>20. DNRC Contracting Officer's Signature:</b>  <small>DocuSigned by:</small> <i>Lindsey Greene</i> <small>AF98248248B2447...</small>	<b>21. Date</b>  5/24/2023   12:22:04 PM MDT	<b>22. Print Name and Title</b> Lindsey Greene Fire Contracting Representative <b>a. Phone:</b> (406)542-4230 <b>b. FAX:</b> (406)542-4269