

STATE ONLY AGREEMENT	PORTABLE TOILET / HANDWASH STATION SERVICES Emergency Equipment Rental Agreement			Page 1 of 2			
<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> (Must appear on all documents relating to this agreement): <b>DNRC-FIRE24-PTHW35-2</b>					
<b>4. CONTRACTOR a. Name and address:</b>  Sweat Pea Inc - Missoula 9424 Futurity Dr Missoula, MT 59808  <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>		<b>5. POINT OF HIRE</b>  <b>Location at time of hire</b>		<b>6. ORDERING DISPATCH CENTER</b>  <b>MDC</b>			
<b>10. BUSINESS SIZE OF CONTRACTOR:</b> a. <input 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)		<b>3. EFFECTIVE DATES OF AGREEMENT:</b> a. <b>Beginning: June 1, 2024</b> b. <b>Ending: May 31, 2025</b>  <b>c. Specific incident only:</b> Incident Name: _____ Incident Number: _____					
<b>11. ITEM DESCRIPTION:</b> 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</b> Rate      Unit		<b>14. SPECIAL</b>	<b>15. GUARANTEE (8 HOURS)</b>	
<b>Portable Toilet Rental – Serviced</b> (Includes first day delivery/last day pickup and daily rental rate per unit)		1	<b>\$75</b> <b>Daily Ea.</b>				
<b>Portable Toilet Rental – Unserviced</b> (Rental only, no daily service call)		1	<b>\$65</b> <b>Daily Ea.</b>				
<b>Accessible Portable Toilet Rental – Serviced</b> (Includes first day delivery/last day pickup and daily rental rate per unit)		1	<b>\$105</b> <b>Daily Ea.</b>				
<b>Accessible Portable Toilet Rental – Unserviced</b> (Rental only, no daily service call)		1	<b>\$65</b> <b>Daily Ea.</b>				
<b>Handwash Station – 2 Sink Rental – Serviced</b> (Includes first day delivery/last day pickup and daily rental rate per unit)		1	<b>\$80</b> <b>Daily Ea.</b>				
<b>Handwash Station - 2 Sink Rental – Unserviced</b> (Rental only, no daily service call)		1	<b>\$65</b> <b>Daily Ea.</b>				
<b>Handwash Station – 8+ Sink Rental – Serviced</b> (Includes first day delivery/last day pickup and daily rental rate per unit)							
<b>Handwash Station – 8+ Sink Rental – Unserviced</b> (Rental only, no daily service call)							
<b>Mileage</b> (Rate per mile exceeding 100 miles per calendar day)		1	<b>\$2.50</b> <b>Mi.</b>				
<b>Remote Hourly Rate</b> (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	<b>\$60</b> <b>Hr.</b>				
<b>Additional Service Calls</b> (Per unit, if ordered)		1	<b>\$50</b> <b>Ea.</b>				
<b>Pickup Fee (ADDITIONAL)</b> (Per unit, if ordered)		1	<b>\$50</b> <b>Ea.</b>				
<b>Reset/Relocation Fee</b> (Per unit, if ordered)		<b>2 Sink Reset/Relocation:</b> <b>8+ Sink Reset/Relocation:</b> <b>Toilet Reset/Relocation:</b>		<b>\$50</b> <b>Ea.</b> <b>n/a</b> <b>Ea.</b> <b>\$50</b> <b>Ea.</b>			

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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>  <i>Adam Bartels</i>	<b>18. Date</b>  4/25/2024	<b>19. Print Name and Title</b> Adam Bartels, Owner
<b>20. DNRC Contracting Officer's Signature:</b>  <i>Lindsey Greene</i>	<b>21. Date</b>  4/26/2024	<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