

# PORTABLE TOILET AND HANDWASH STATION AGREEMENT

This Agreement is entered into by and between the State of Montana, Department of Natural Resources and Conservation (DNRC), whose address and phone number are MT DNRC Fire Protection Bureau, 2705 Spurgin Road, Missoula, MT 59804, (406) 542-4300 and CONTRACTOR, whose address and phone number are ADDRESS and PHONE.

## 1. SCOPE OF THE AGREEMENT AND PROVISIONS OF RESOURCES

The purpose of this Agreement is to establish terms, conditions, and specifications for **Portable Toilet and Handwash Station** services used in support of fire suppression, severity, and all-risk activities for State Government agencies throughout the Northern Rockies Geographic Area. The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications.

**1.1** The contract's Agreement term is June 1, 2026, through May 31, 2027, unless terminated earlier as provided in this contract.

**1.2** The resources provided by the Contractor must meet and comply with all the applicable requirements of this Agreement.

**1.3** Since the needs of the Government and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order. The Government is not obligated to place, nor is the Contractor obligated to accept, an order under the Agreement, but if an order is placed and accepted, all the terms and conditions set forth shall be met. Due to the sporadic occurrence of incident activity, the placement of any orders **IS NOT GUARANTEED**.

### 1.4 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE

#### **1.4.1 Contractor Liability for Personal Injury and/or Property Damage**

- a. The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.
- b. The Contractor, at the Contractor's expense, shall maintain adequate commercial liability and property damage insurance during the continuance of this Agreement, insuring the Contractor against all claims for injury or damage.
- c. The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.
- d. The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this Agreement, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

**1.4.2 Loss, Damage, or Destruction** For equipment furnished under this Agreement without operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear,

(2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.

## 2. CLAIMS

### **CLAIMS SETTLEMENT IS AGENCY SPECIFIC AND REMAINS THE RESPONSIBILITY OF THE INCIDENT AGENCY.**

**2.1 STATE OF MONTANA CLAIMS** Depending on the circumstance, claims arising under the jurisdiction of the State of Montana are negotiated by the responsible line officer or agency administrator. These individuals may delegate this authority to other DNRC employees (any DNRC employee negotiating a claim must be on the DNRC Authorized Signers List). For information on handling claims against the DNRC, see the 300 Incident Business Management Manual, Chapter 370, found at: <https://dnrc.mt.gov/Forestry/Wildfire/agreements-plans-guides>, or contact the Fire Protection Bureau: Forestry Division Office, Department of Natural Resources and Conservation, 2705 Spurgin Road, Missoula, MT 59804; office phone: (406) 542-4300.

**2.2 STATE OF IDAHO CLAIMS** Settlements arising under the jurisdiction of the State of Idaho must be submitted in writing to the IDL host agency. The IDL host agency will submit the claim documentation to the Fire Business Program Manager, Bureau of Fire Management, who may settle the claim or forward it to Risk Management for final determination. Claims may also be submitted in writing to the Fire Business Program Manager, Bureau of Fire Management, 3284 West Industrial Loop, Coeur d'Alene, ID 83815-6021; office phone: (208) 769-1525.

**2.3 STATE OF NORTH DAKOTA CLAIMS** Claims against the State of North Dakota must be made in writing to the Director of Office of Management and Budget. The claim must be filed within 180 days of when the alleged incident was discovered or reasonably should have been discovered. Claim forms may be requested from the Office of Management and Budget, 600 East Boulevard Avenue, Department 110, Bismarck, ND 58505-0400; phone: (701) 328-4904.

## 3. ORDERING/DISPATCH PROCEDURE

The Government intends to dispatch Contractor resources based on geographic resource lists established in Dispatch. Orders will primarily originate through the respective Dispatch Center, although Buying Teams or other Government purchasers are authorized to place orders through this Agreement.

The geographic resource list will identify Contractor resources, location, and price. The Government ordering official (Dispatch, local office, etc.) will consult the geographic resource list when an incident occurs and chooses the Contractor closest to the incident taking Contractor and mobilization costs into consideration. The ordering official will inform the Contractor of the location, quantity required, and date and time needed. If that Contractor is unable to meet the requirements, the next closest Contractor will be contacted, etc.

If possible, only one Contractor will be utilized per incident at a time until the Contractor runs out of units.

The next time the service is required, the same process will be followed. The Government reserves the right to utilize Contractor's resources in a manner that it deems to be in the best interest of the Government.

When receiving a dispatch call, the Contractor shall confirm their availability and ability to meet specified timeframes. If the Contractor cannot be reached or is not able to meet the time and date needed, the dispatcher may proceed with contacting another Contractor according to the protocol listed above. Contractors shall check in at the assignment at the time agreed when dispatched.

At the time of acceptance of the assignment, the following information will be given to the Contractor:

- a. Resource order number
- b. Incident order number and name of the Incident
- c. Date and Time to report to the Incident
- d. Descriptive location of the designated site where the Contractor shall meet an incident representative (a map will be provided, if available)
- e. Incident contact phone number for further information
- f. Fire charge code/funding code

The Contractor is required to provide a copy of their resource order and Agreement to the Plans and Finance Units upon check-in. The Contractor shall always carry two copies of the complete Agreement.

Prior to departure to the incident, the Contractor shall provide to Dispatch, the name of the person dispatched with the resources, and the estimated time of departure and estimated time of arrival from the point of dispatch.

Dispatch offices may use email or fax to provide a hard copy of the Resource Order to the Contractor.

**Contractor is REQUIRED to meet all agreed upon dates and times once an order has been accepted by the Contractor.**

#### **4. WEAR AND TEAR**

Equipment furnished under the Agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but are not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this Agreement, the Contractor agrees that what is considered wear and tear under the Agreement exceed what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment.

#### **5. INSPECTIONS**

Pre-season inspections will not be done.

All resources furnished under this Agreement shall be in acceptable condition. The Government reserves the right to reject resources that are not in clean, safe, and operable condition. Prior to incident use or at any time the resource is under hire, the Government may perform inspections to ensure compliance with the Agreement requirements. Inspection arrangements will be made at the time of order, prior to incident use if possible.

**Trailer-mounted mobile 8+ Sink units** - The inspections will take place at the location of the incident camp. This will depend upon logistical considerations at the time of hire.

**When submitting equipment for inspection, the Contractor must provide the following documentation, if applicable for the resource:**

- a. Annual Department of Transportation (DOT) inspection records
- b. Proof of insurance
- c. Current vehicle registration
- d. Certified fully loaded weight receipt and/or aftermarket certification
- e. Proof of workers' compensation insurance or legal exemption

If the resource does not pass inspection at the incident or designated inspection point, it is considered noncompliant. The Contractor may be given 24 hours, or a time frame designated by Government representatives to bring the resource into compliance. If the resource does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to the point of hire, or for the time that the resource was not available. Upon rejection, the resource will be removed from the geographic resource list until such time that the resource is brought into compliance and re-inspected at the Government's convenience. Repeated failures may be grounds for cancellation of the Agreement. The Contractor shall not have any claims or payments due for equipment rejected or for not meeting the specifications/requirements contained herein.

**5.1 PORTABLE TOILET/HANDWASH STATION INSPECTIONS** Portable toilets and handwash stations may be inspected by the Government at any point to ensure equipment meets all specifications detailed in this Agreement.

**5.2 GRAY/BLACK WATER TRUCK AND HAULER VEHICLE INSPECTIONS** The Government may utilize the Vehicle/Heavy Equipment Pre-Use Inspection Checklist (OF-296) to ensure vehicles are in safe and operable condition in accordance with all Local, State, and Federal laws and regulations.

### **5.3 INSPECTION REPORTS**

- All resources shall have a pre- and post-use inspection.
- Original Vehicle/Heavy Equipment Pre-Use Inspection Checklist (OF-296) should stay with the host agency.
- A copy of the Vehicle/Heavy Equipment Pre-Use Inspection Checklist (OF-296) will be given to the Contractor at the time of release.

## **6. DEMOBOLIZATION AND RELEASE**

The Incident Commander will determine the priority of demobilization.

Every attempt shall be made by the Government to give the Contractor adequate notice of resource demobilization, allowing the Contractor time to arrange for the transportation of toilet and/or sink units, and eliminate the need for an additional trip on the last day. Adequate notice is defined as a phone message, fax, text message, or email to the Contractor's office 24 hours before the required demobilization date/time.

Once released from the incident, any new assignments shall come directly from the Host Dispatch Center. Contractors shall not seek out re-assignment from any source other than the Host Dispatch Center. **Resource orders are incident specific. The Contractor's equipment cannot mobilize to an incident without a resource order for that incident.**

## **7. PROPERTY**

Accountable and durable property will not be loaned or exchanged at the incident. The Contractor shall arrive at the incident fully outfitted and prepared to perform under the terms of the Agreement. If the resource, upon arrival at the incident, or during the incident, does not have the required equipment or personal protective equipment, it will be considered noncompliant. The Contractor may be given 24 hours, or a timeframe designated by a Government representative to bring the resource into compliance.

Contractors will be charged for consumable goods supplied by the Government and used by the resource while under hire. The cost of all consumable goods shall be deducted from payment to the Contractor.

## 8. SPECIAL TERMS AND CONDITIONS

**8.1 TERMINATION FOR CAUSE** The Government may, by written notice to the Contractor, terminate this Agreement in whole or in part at any time the Contractor fails to perform under this Agreement. If the Contractor fails to meet specifications, the Contractor may be removed from the list.

**8.2 WORKMANSHIP** All work under this Agreement shall be performed in a safe manner and to a professional standard. The Incident Commander may release from an incident assignment any Contractor employee deemed incompetent, careless, or otherwise objectionable including violation of *DNRC EERA General Clause 9.1 – Incident Behavior* and *Clause 9.2 – Harassment Free Workplace*. It will be left to the discretion of the Incident Commander to demobilize an entire resource or to allow replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the DNRC Contracting Officer subsequent to the action. Accordingly, the DNRC Contracting Officer may require, in writing that the Contractor remove from use under this Agreement, any employee found incompetent, careless, or otherwise objectionable including violation of *Clause 9.1 – Incident Behavior* and *Clause 9.2 Harassment Free Workplace*. The DNRC Contracting Officer may require other proof of mitigation. Misconduct may result in the suspension or cancellation of this Agreement. If an employee or crew is terminated, quits, or otherwise is released from the incident for any reason, the Contractor is responsible for returning the employee(s) to the point of hire. The employee's departure time from the Incident Command Post (ICP) shall be within 12 hours, or a time specified by a Government representative following such a decision. The Contractor may, at their discretion, provide such transportation, or request the Incident Management Team (IMT) to arrange for the transportation with all transportation costs deducted from the Contractor's payment. If the Contractor's employee(s) do not depart from the incident within the specified time period, the IMT has authority to transport said employee or arrange for employee's transportation and to deduct all such transportation costs from the Contractor's payment.

### 8.3 PERSONNEL REQUIREMENTS

#### **8.3.1 Personnel Requirements - Fair Labor Standards Act (FLSA)**

Contractors shall comply with the *Fair Labor Standards Act* when employing persons less than 18 years of age (Ref. 29 CFR 570). See website:

<http://www.dol.gov/whd/regs/statutes/FairLaborStandAct.pdf>.

**8.3.2 English Speaking Requirement** Communications between Contractor personnel and Government incident personnel is mandatory for safe and effective performance. Contractor's representative shall be able to proficiently communicate in English, and read and communicate the Incident Action Plan, safety alerts, etc. All radio communication on state-assigned frequencies shall be in English.

**8.3.3 Incident Behavior** It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. HARASSMENT IN ANY FORM WILL NOT BE TOLERATED.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Inappropriate conduct constitutes sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; and/or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment (see *Clause 9.1 – Incident Behavior* and *Clause 9.2 – Harassment Free Workplace*).

**8.3.4 Drug/Alcohol** Non-prescription and federally unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the Contractor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the Contractor being released from the incident and potential suspension of their contract.

**8.3.5 Compliance with Workers' Compensation Act** Contractors are required to comply with the provisions of the Workers' Compensation Acts or applicable laws of each state while performing work within the respective state. Compliance must be in accordance with the *Idaho Administrative Codes*, the *North Dakota Administrative Codes*, and the *Montana Code Annotated (MCA) § 39-71-401, 39-71-405, and 39-71-417*. Proof of compliance must be in the form of documentation of current and valid workers' compensation insurance; an Independent Contractor Exemption; documentation of corporate officer status; as well as documentation that neither the Contractor nor its employees are employees of the Government. This insurance/exemption must be valid for the entire term of the Agreement.

**8.3.6 First Aid/Emergency Evacuation/Accidents** The Contractor is financially responsible for medical coverage of employee accidents and illness. The Government will provide first aid to employees, but any costs associated with further medical treatment will be the responsibility of the Contractor. If Contractor personnel are injured, the Government, at the Contractor's expense, may evacuate the injured person(s). If Contractor personnel become ill or are injured and required transport to a medical facility/hospital, the associated costs of the transport shall be at the Contractor's expense.

Contractors shall provide their representative with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany the injured person(s) when a medical need arises.

**8.3.7 Food and Drink** Contractors are required to provide sufficient food and drink to support contract employees while in travel status and the first shift of the incident. This is not reimbursed by the Government.

After that time, when Government subsistence at incident camps is available, meals for Contractor's operator(s) staying in camp will be furnished without charge. The Government will furnish meals without cost if restaurant subsistence is the approved camp for incident personnel.

The Government, during demobilization and/or reassignment, may provide sack lunches to the Contractor personnel without charging the Contractor.

**8.3.8 Remain Overnight Allowance (RON)** This is not applicable for travel to and from an incident. Contractors are not paid per diem or lodging expenses to and from incidents.

When the Government cannot provide a campsite or meals, and if pre-approved by the host agency and properly receipted and invoiced, actual lodging expenses incurred by Contractors providing services under an Agreement whether for severity or incident responses are reimbursable. Food and drink would be based on established agency rates. Double occupancy of rooms may be required. Any associated lodging taxes are reimbursable as documented on the lodging invoice. If the resource is allowed to return to its dispatch location during off-shift time, RON allowance is not authorized.

The maximum RON that shall be allowed is based on the number of operators shown on the shift ticket as allowed by the Agreement. Payment shall be included as an addition on the Emergency Equipment Use Invoice (OF-286). Documentation of authorization shall be included.

## 8.4 SAFETY STANDARDS

**8.4.1 Contractor Requirements** For trailer-mounted mobile sink units the Contractor shall perform one microbiological test for total coliform bacteria upon arrival at the incident. The Contractor will be reimbursed for additional water testing fees if the Government requires a water sample to be submitted more than once every 30 days or if the Government chooses to change water sources, while the trailer-mounted mobile sink unit is assigned to the same incident. The costs of the additional water tests will be reimbursed by adding a credit to the final payment form. The purpose for the required additional water test shall be clearly documented on the invoice form.

Each person employed by the Contractor under this Agreement shall meet the following minimum requirements:

- a. All personnel shall annually complete Fireline Safety Refresher Training (RT-130) only if they will be staying in fire camp.
- b. All operators shall be able to operate the equipment safely up to the manufacturer's limitations.

**8.4.2 Emergency Incident Driving** The Contractor shall follow the driving regulations and work/rest guidelines listed in the SIIBM (PMS 902). The SIIBM can be found on the *Northern Rockies Coordinating Group's* website using the following link: [https://gacc.nifc.gov/nrcc/nrcg/committees/business\\_committee.htm](https://gacc.nifc.gov/nrcc/nrcg/committees/business_committee.htm) The Contractor is responsible for complying with all other current federal, state, and local driving regulations and must adhere to camp speed limits as posted.

**8.5 PERFORMANCE EVALUATIONS** Performance evaluations will be completed at the incident, by the incident representative(s) supervising the work (*see Attachment C – Standard Contractor Performance Report*). The incident supervisor's signature is required, and the supervisor's name shall be legible and printed on the form. If the supervising Government representative is released from the incident prior to the release of the resource, a Government representative will complete a performance evaluation for work the Contractor performed under their supervision. The supervising Government representative will review the performance evaluation with the Contractor, record Contractor comments and obtain the Contractor's signature acknowledging completion of the evaluation. The Government representative will then give a copy of the evaluation to the Contractor at the incident and submit a copy to the Finance Unit for distribution to the Contracting Office and the host agency incident file. Evaluations will be sent to the following address:

DNRC Forestry Division Office  
Fire Contracting: Karen Zarbolas  
2705 Spurgin Rd  
Missoula, MT 59804

## 9. PRICING

The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, personnel, and supervision and management of those personnel, necessary to meet or exceed the Agreement specifications. Refer to *Section 10 – Technical Specifications and Servicing* for additional equipment information. Proposed pricing for all line items will be evaluated for reasonableness.

**9.1 PROPOSED RATES** Payment will be at rates specified and, except as provided in *Section 14 – Exceptions*, and shall be in accordance with the following:

Proposed daily rates shall include, but are not limited to:

- 100 miles per calendar day
- Labor (as required)
- Equipment
- Operating Supplies
- Materials
- Removal and disposal of all waste
- State and Federal taxes
- Insurance coverage (including workers' compensation)
- Transportation Costs
- Overhead and Profit
- Any costs/fees necessary to ensure equipment/operators meet the specified standards

As required by the Agreement, rates shall also include all costs associated with Contractor provided support vehicles, including but not limited to fuel and maintenance. Rates shall also include operator transportation, labor costs for delivery/setup/takedown, mobilization/demobilization, and power generation.

**9.2 SERVICED DAILY RATE** All portable toilets are ordered at the serviced daily rate. Deviations from daily service as determined by the Government are defined below. Payment will be made based on calendar days (0001-2400). The serviced daily rate shall include first day delivery/set up, daily rental rate per unit, one service call per day (including all supplies), last day pickup (with 24-hour notice). First day delivery and set up is considered serviced. **Equipment furnished under this Agreement is not subject to pro-rating on the first or last day.**

**9.3 UNSERVICED DAILY RATE** Payment will be made based on calendar days (0001-2400). The unserviced daily rate shall apply when the units are specifically “unserviced” as directed by the Government. **Equipment furnished under this Agreement is not subject to pro-rating on the first or last day.**

**9.4 ADDITIONAL SERVICE CALLS FEE** Additional service calls if ordered for the same day that units have already been serviced, will be paid at the “Additional Service Call” rate per unit as identified on the EERA. It is the intent of this Agreement that all units ordered for servicing would be serviced in the same service call trip.

**9.5 MILEAGE** Total miles per calendar day, per vehicle (less the 100 miles included in the daily rental rate) will be paid at the “Mileage” rate per mile as identified on the EERA. This includes to and from all gray water dumping sites. Total mileage per calendar day, per vehicle (including vehicle license plate number(s)) must be documented in the remarks section of the Emergency Equipment Shift Ticket (OF-297) for reimbursement. Mileage will be evaluated with an online route/direction website.

**9.6 REMOTE HOURLY RATE** As determined by the host agency/IMT, a separate hourly charge may be paid per vehicle for travel on unimproved roads. Distance traveled on unimproved roads must exceed ½ mile from the improved road. Time will start when travel exceeds the ½ mile from the improved road and stop at the same upon return. Mileage traveled on unimproved roads will still be included in the total daily mileage, which should be taken into consideration when determining the hourly rate. Utilization of the remote hourly rate must be documented (including vehicle license plate number(s), in the remarks section of the Emergency Equipment Shift Ticket (OF-297) and signed by a Government official.

**9.7 PICKUP, RESET, AND RELOCATION FEES**

**9.7.1 Pickup Fees** Pickup fees will be paid when 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 the units.

**9.7.2 Reset/relocation Fees** Reset/relocation fees shall be paid per unit when requested to move units or reset due to unforeseen circumstances not due to any negligence in the delivery or initial setup. One day notification is required so the Contractor can bring the necessary equipment for moving units. It is the responsibility of the Contractor’s employee to check with the Contractor’s office to determine if the items are being demobilized that day.

**10. TECHNICAL SPECIFICATIONS AND SERVICING**

**10.1 PORTABLE TOILETS**

Technical Specifications	Standard	Accessible
Storage tanks must be a minimum of 35 gallons with no leaks.	X	X
Doors must be securely fastened to the frame.	X	X
Door must have an “IN USE” sign when latched from the inside.	X	X
Floors shall be solid and secured to the side walls.	X	X
Air stacks for ventilation shall be one-piece construction. Units shall provide separate and sufficient ventilation to both the unit and the waste reservoir.	X	X
Urinals shall not be cracked or leak and shall drain into the holding tank.	X	
Toilet seats shall be made of a plastic substance for easy cleaning.	X	X
Toilet seats shall be two pieces, one of plastic to sit upon and a plastic lid to cover seat with toilet seat tight to container holder.	X	X
Toilet paper holder shall be present in all toilets with a minimum capacity of two rolls.	X	X
One 12 oz. instant hand sanitizer pump dispenser identified to kill 99.9% of most common germs that may cause illness.	X	X
Owner’s name and unique identifier number shall be labeled on two visible sides on each toilet.	X	X
The accessible units shall conform to ADA regulations for accessible portable toilets including an access ramp.		X

**10.1.1 Service of Portable Toilets** Service intervals will be determined by the IMT. Three options are allowed under this Agreement:

- **SERVICED RATE:** A minimum of 1 (one) service daily
- **UNSERVICED RATE:** Units are specifically “unserviced” as directed by the Government and documented as “unserviced” on the Emergency Equipment Shift Ticket (OF-297).

- **ADDITIONAL SERVICE RATE:** All additional service calls exceeding the daily service call will be paid in accordance with *Section 9.4 – Additional Service Calls Fee* and documented as "Additional Service Calls" on the Emergency Equipment Shift Ticket (OF-297).

Contractor is responsible for maintaining units in clean, sanitary, and good working conditions free of objectionable odors, soap films, scratches, corrosion, or incrustations; all edges, crevices, traps, holes, and rims will be clean. The Contractor is responsible for all supplies and materials related to the cleaning and servicing of the unit. All cleaning procedures and waste disposal must meet applicable current Federal, State, and local sanitation regulations, Federal and State Potable Water Codes, OSHA standards, and other contractual requirements.

Service trucks for pumping black water from portable toilet units may not be used for servicing handwash station units **unless** they are specifically designed for this use and have properly labeled compartmental units which meet all Federal, State, and local sanitation regulations. **Service trucks for pumping black water from portable toilet units must have a separate hose and wand to service the handwash stations and must meet all Federal, State, and local sanitation regulations. Gray water and black water hoses must be marked on both ends to identify use.**

**Daily and Additional Service shall include:**

- Removal and disposal of all waste in accordance with State and local law, as well as removal of trash in and around the unit. If a camp crew is available, they would assume these trash removal duties. If no camp crew is ordered, it would become the Contractor’s responsibility.
- Cleaning of the unit inside and out. Unit floors must be swept, mopped, and free from spots, streaks, marks, dust, dirt, and debris. Toilet bowls, urinals, and all other interior surfaces (walls, floors, doors, etc.) are to be cleaned with disinfectants.
- Repairing any damage.
- Refilling of toilet chemicals and hand sanitizer dispenser.
- Stocking of toilet paper and any other consumables when applicable.

**10.2 HANDWASH STATIONS**

Technical Specifications	Portable 2 Sink Unit	Trailer-Mounted Mobile 8 Sink Unit
Fresh water tanks shall be sealed for personal hygiene. Snap in water bladder bags are not acceptable.	X	
Height	min 35"	
Width	min 21"	
Fresh Volume	min 45 gal	
Waste Volume	min 45 gal	
Approximate # of uses between service	630	
Foot operated pump (one per basin)	X	
Liquid soap dispenser (phosphate free)	X	X
At least eight wash basins (sinks) per unit		X

<p><b>Minimum 400 gallons</b> gray water and 400 gallons potable water holding capacity. Potable water tanks shall be constructed of food grade safe, non-corrosive and non-absorbent material. Tanks should have smooth easily cleanable surfaces and shall be designed with an access port for inspection and cleaning. The access port opening shall be flanged upward at least 13mm (1/2 inch) and be equipped with a cover to overlap the opening. The entire inside of the tank shall be visible for an ocular inspection. The tank shall be sloped to drain completely. Each tank shall have the size and description stenciled on it in letters no less than 4 inches high (for example: "400-GALLON POTABLE WATER" or "400-GALLON GRAY WATER").</p>		X
The ability to maintain hot water up to 110°F (minimum temperature of 101° F) and a mixing faucet for cold water that allows for the washing of both hands while the water is running.		X
The Contractor shall provide paper towels and phosphate free liquid soap for every two sinks.	X	X
Wash basins (sinks) must have the ability to hold water with built in or attached chain link stoppers.		X
Wash basins (sinks) spaced no closer than 24" on center		X
Adequate self-contained outside lighting for use of the handwashing station in darkness at each wash basin (sink).		X
Provisions to prevent incident personnel from standing in water puddles or mud on the ground around the sinks.	X	X
Electrical outlets, a minimum of 4 (120V) must be provided.		X
Waste receptacle attached	X	X
<b>Optional Features</b>		
If providing mirrors, one mirror shall be provided for each sink or one solid mirror of sufficient length which provides viewing at each sink.		X

**10.2.1 Equipment Marking**

- All bladder bags used shall have the size and use labeled on them in a conspicuous place in letters and numbers no less than 4 inches in height, (for example: 500 Gallons Gray Water).
- All hoses used shall be labeled at both ends to identify their use (i.e., gray or potable).

**10.2.2 Custom Units** Contractors may offer to supply custom-made units. If doing so, the Contractor must supply a complete list of specifications similar to those listed above. Failure to supply specifications will be sufficient cause to be removed from further consideration.

**10.2.3 Additional Safety Equipment** All equipment (including optional equipment) is required to meet current Federal, State, and local laws or regulations, the National Electrical Code, the Uniform Plumbing Code, Federal and State Potable Water Codes, OSHA standards, and other contractual requirements. Any steps or platforms shall have solid handrails, not chain linked, in addition to other current OSHA standards for handrails and stairs (see 29 CFR 1910.23-1910.24). All stationary equipment shall be supplied with oil spill prevention pads or containment units, under the fuel tank,

engine, and any other petroleum container, except for miscellaneous "safety cans" under 10 gallons. Stationary equipment is defined as remaining in one position for 24 hours or more, or that is parked in the same location for over 24 hours.

All vehicles shall meet all State Motor Vehicle Requirements and shall have:

- a. A fire extinguisher, multi-purpose 2A10BC that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag and the annual maintenance tag for a 6-year annual inspection and every 12 years regarding a hydro test on all dry powder and metal fire extinguishers.
- b. Reflectors, triangles, bi-directional (one set of 3)
- c. Two-wheel chocks
- d. Approved spark arrester on all naturally aspirated engines
- e. Seat belts
- f. Flashlight

**10.2.4 Service Handwash Stations** Service intervals will be determined by the IMT/Host Agency. Three options are allowed under this Agreement:

- SERVICED RATE: A minimum of 1 (one) service daily
- UNSERVICED RATE: Units are specifically "unserviced" as directed by the Government and documented as "unserviced" on the Emergency Equipment Shift Ticket (OF-297).
- ADDITIONAL SERVICE RATE: All additional service calls exceeding the daily service call will be paid in accordance with *Section 9.4 – Additional Service Calls Fee* and labeled as "Additional Service Calls" on the Emergency Equipment Shift Ticket (OF-297).

Contractor is responsible for maintaining units in clean, sanitary, and good working conditions free of objectionable odors, soap films, scratches, corrosion, or incrustations; all edges, crevices, traps, holes, and rims will be clean. The Contractor is responsible for all supplies and materials related to operating, cleaning, and servicing of the unit. All cleaning procedures and waste disposal must meet applicable current Federal, State, and local sanitation laws, Federal and State Potable Water Codes, OSHA standards, and other contractual requirements.

For trailer-mounted handwash stations, all equipment surfaces intended for potable water contact, including source-fill point equipment, containers, caps, tanks, hoses, valves, and fittings shall be inspected, washed, rinsed, sanitized, and replaced as often as necessary to affect and maintain sanitation of such surfaces. Disinfection must occur before being put in service, or when it has been unused and stored in a sealed condition after a period of 4 weeks or more, or after any food product has been hauled. Follow applicable State specifications/guidelines for disinfection of tanks either where the equipment was certified or to the standards where the equipment is going to be used if crossing state boundaries. When no applicable State specifications/guidelines for disinfection of tanks exist, at a minimum, the tank shall be thoroughly cleaned and disinfected. After 24 hours contact time with the disinfecting solution, the tank shall be drained and flushed with drinking water. Information on water safety can be found here <https://www.fns.usda.gov/fs/water-safety>.

**Daily and Additional Service shall include:**

- Removal and disposal of all waste in accordance with State and local law, as well as removal of trash in and around the unit.

- Unit floors (if applicable) must be swept, mopped, and free from spots, streaks, marks, dust, dirt, and debris. Sink basins, countertops, and all other interior surfaces (walls, floors, doors, etc.) are to be cleaned with disinfectants and free from spots, streaks, marks, dust, dirt, and debris.
- Repairing any damage.
- Refilling of any chemicals, liquid soap dispensers, and stocking of paper towels.

Service Description	Portable 2 Sink Unit	Trailer Mounted Mobile 8 Sink Unit
Potable Water Supply	Contractor responsibility	Government responsibility
Cost of Gray Water Disposal	Contractor responsibility	Government responsibility

Contractor is responsible for gray water disposal and supplying potable water in accordance with State and local law for 2-sink portable handwash stations. The incident camp will provide potable water and gray water service for trailer mounted handwash units. Service trucks for pumping black water from portable toilet units may not be used for servicing handwash station units **unless** they are specifically designed for this use and have properly labeled compartmental units which meet all Federal, State, and local sanitation regulations. **Service trucks for pumping black water from portable toilet units must have a separate wand to service the handwash stations and must meet all Federal, State, and local sanitation regulations.**

This Agreement requires the use of biobased products to the extent that such products are reasonably available, meet agency or relevant industry performance standards, and are reasonably priced. Where available, these products should first be acquired from among qualified products that fall under the umbrella of items designated through the **Federal Biobased Products Preferred Procurement Program (FB4P)**. Information is available at <http://www.biopreferred.gov>.

## 11. PAYMENTS

Payment will be made on the basis of calendar days (0001-2400). The host agency for each incident is responsible for payments. The payment office will be designated in Block 9 on the Emergency Equipment Use Invoice (OF-286).

Time under hire shall start at the time the resource begins traveling (from point of hire) to the incident after being ordered by the Government (not at the time of dispatch), and end at the estimated time of arrival back to the point of hire after being released, except as provided in *Section 14 – Exceptions*.

The Finance Unit will work in tandem with Logistics to ensure contract resources are not worked more than 16 hours. Working more than 16 hours per day violates the 2:1 work/rest safety guidelines and shall be mitigated. When working an average of more than 16 hours, for the duration of the incident, a Contractor may request to negotiate an equitable adjustment through the Procurement Unit Leader or Agency Contracting Officer. Shifts exceeding 16 hours shall be approved by the Incident Commander.

## 12. TIMEKEEPING/INVOICING PROCESS

After each operational period worked (service visit), time will be verified and approved by the Government agent responsible for ordering and/or directing use of the resource. Time will be recorded for daily usage and service. The Government will verify the Contractor’s time on an Emergency Equipment Shift Ticket (OF-297)

including the total number of units in service each day. All payment options will be listed separately – daily serviced, daily unserved, additional service, reset/relocation, and mileage. Each shift ticket will indicate the total number of units serviced and/or unserved. Each shift ticket will document in the REMARKS section the running total of units on the incident, reflecting the change in units ordered and demobilized as the incident progresses. The Government agent and the Contractor representatives will sign the OF-297 verifying the units serviced/unserved daily. It is the responsibility of the Contractor representatives to turn the completed Emergency Equipment Shift Tickets (OF-297), into the Finance Section for time posting.

When the resource is released from the incident, the Finance Section will close out the Emergency Equipment Use Invoice (OF-286).

Deductions - unless specifically stated elsewhere in this Agreement, the cost of any supplies, materials, or services provided for the Contractor by the Government will be deducted from the payment to the Contractor.

The incident will submit a payment package to the designated payment office, in accordance with host agency direction. The payment package may include all signed original Emergency Equipment Use Invoices (OF-286), Emergency Equipment Shift Tickets (OF-297), inspection forms, a copy of the EERA, and a copy of the resource order. The Contractor will be given copies of all payment documents at the incident.

### **13. ORDER CANCELLATION**

If the order is cancelled after the resource order has been confirmed, and the resource is enroute, the resource is considered mobilized. Payment will be made by the host agency in accordance with *Section 11 – Payments, Section 12 – Timekeeping/Invoicing Process, Section 13 – Order Cancellation, and Section 14 – Exceptions.*

### **14. EXCEPTIONS**

- a. No further payment will accrue during any period that the resource under hire is not in a safe or operable condition, or it is otherwise unavailable. Payment will be based on the calendar days the resource was operational, as documented on the shift ticket.
- b. If the Contractor withdraws resources prior to being released by the Government, no further payment shall accrue, and the Contractor shall bear all costs of returning resources to the point of hire.
- c. After inspection and acceptance for use, resources that become inoperable and cannot be replaced or repaired at the site of work by the Contractor within 24 hours may be considered as being withdrawn by the Contractor in accordance with *item b.* above, with the exception that the Government shall pay return travel. The Government shall calculate travel based on normal release of resources. The Contractor shall bear any additional cost of returning resource and/or operator(s) to the point of hire.
- d. No payment will accrue when the Contractor is off shift in compliance with mandatory work/rest guidelines.

### **15. REGISTRATION WITH THE SECRETARY OF STATE**

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with *35-1-1026* and *35-8-1001, MCA*. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

## **16. SEVERABILITY CLAUSE**

A declaration by any court or any other binding legal source that any provision of the contract is illegal, and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually and materially dependent.

## **17. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT**

**17.1 AGREEMENT** This Agreement consists of 16 numbered pages, plus attachments, and Contractor's response, as amended. In the case of a dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

**17.2 ENTIRE AGREEMENT** These documents are the entire Agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be signed by all the parties in a written agreement.

## **18. WAIVER**

The Government's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

# PORTABLE TOILET AND HANDWASH STATION AGREEMENT

## ATTACHMENTS

- A. DNRC General Clauses to the EERA (OF-294)
- B. Standard Terms & Conditions
- C. Standard Contractor Performance Report
- D. Agency Contact Information/State Payment Offices

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Date

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Contractor's Authorized Representative

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Date

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Department of Natural Resources and Conservation