



STATE ONLY AGREEMENT	PORTABLE TOILET / HANDWASH STATION SERVICES Emergency Equipment Rental Agreement			Page 1 of 2	
1. 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-FIRE24-PTHW30-5			
4. CONTRACTOR a. Name and address: Rainmakers Irrigation/Mary Ann Smith 1117 MT Hwy 55S Whitehall, MT 59759 b. EIN/SSN: c. EMAIL Address: msmith2466@aol.com d. Phone No. (Day): 406-498-1870 Phone No. (Night): Cell Phone No.: FAX No.:		5. POINT OF HIRE Location at time of hire		6. ORDERING DISPATCH CENTER KDC	
		7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)			
		8. OPERATOR FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT			
		9. Delivery capabilities (number of units per trip): 1			
10. BUSINESS SIZE OF CONTRACTOR: 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)					
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)
Portable Toilet Rental – Serviced <i>(Includes first day delivery/last day pickup and daily rental rate per unit)</i>		Rate	Unit		
Portable Toilet Rental – Unserviced <i>(Rental only, no daily service call)</i>					
Accessible Portable Toilet Rental – Serviced <i>(Includes first day delivery/last day pickup and daily rental rate per unit)</i>					
Accessible Portable Toilet Rental – Unserviced <i>(Rental only, no daily service call)</i>					
Handwash Station – 2 Sink Rental – Serviced <i>(Includes first day delivery/last day pickup and daily rental rate per unit)</i>					
Handwash Station - 2 Sink Rental – Unserviced <i>(Rental only, no daily service call)</i>					
Handwash Station – 8+ Sink Rental – Serviced <i>(Includes first day delivery/last day pickup and daily rental rate per unit)</i>	1	\$1,450	Daily Ea.		
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	\$4.90	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	\$120	Hr.		
Additional Service Calls <i>(Per unit, if ordered)</i>	1	\$500	Ea.		
Pickup Fee (ADDITIONAL) <i>(Per unit, if ordered)</i>	1	\$500	Ea.		
Reset/Relocation Fee <i>(Per unit, if ordered)</i>		2 Sink Reset/Relocation: 8+ Sink Reset/Relocation: Toilet Reset/Relocation:	n/a \$500 n/a	Ea. Ea. Ea.	

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<p>16. SPECIAL PROVISIONS</p> <p>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).</p> <p>B. Unserviced Daily Rate: Per unit shall include daily rental rate with no service.</p> <p>C. Mileage: Exceeding 100 miles per calendar day will be paid at the indicated rate.</p> <p>D. Remote Hourly Rate: For unimproved roads (as determined by the Incident Management Team/Host Agency) that exceeds ½ mile from improved roads).</p> <p>E. Equipment furnished under this agreement is not subject to pro-rating on the first or last day.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>I. Portable Toilets: Contractor is responsible for removal and disposal of all waste.</p> <p>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.</p> <p>K. All terms, conditions, specifications, and attachments contained in the Portable Toilet and Handwash Station Agreement are attached hereto and incorporated herein by reference.</p> <p>L. The general clauses to the EERA (OF-294) are attached hereto and incorporated herein by reference.</p>		

17. Contractors or Authorized Agent's Signature: 	18. Date 4/25/2024	19. Print Name and Title Mary Ann Smith Owner
20. DNRC Contracting Officer's Signature: 	21. Date 4/26/2024	22. Print Name and Title Lindsey Greene Fire Contracting Representative a. Phone: (406)542-4230 b. FAX: (406)542-4269