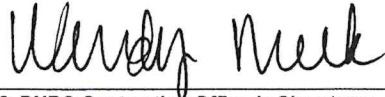


STATE ONLY AGREEMENT		PORTABLE TOILET / HANDWASH STATION SERVICES Emergency Equipment Rental Agreement		Page 1 of 2		
1. PROCUREMENT AGENCY a. Name and address: Department of Natural Resources & Conservation Attn: Fire Contracting 2705 Spurgin Road Missoula, MT 59804		2. AGREEMENT NUMBER (Must appear on all documents relating to this agreement): DNRC-PTHW10-2026				
4. CONTRACTOR a. Name and address: KerPlunk Potables LLC 530 Brookie Way Libby, MT 59923 b. EIN/SSN: c. EMAIL Address: KerPlunkPortables@gmail.com d. Phone No. (Day): (406) 334-3462 Phone No. (Night): Cell Phone No.: FAX No.:		3. EFFECTIVE DATES OF AGREEMENT: a. Beginning: July 15, 2026 b. Ending: May 31, 2027 c. Specific incident only: Incident Name: _____ Incident Number: _____				
		5. POINT OF HIRE Location at time of hire		6. ORDERING DISPATCH CENTER MDC		
		7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY: ☒ CONTRACTOR (wet) ☐ GOVERNMENT (dry)				
		8. OPERATOR FURNISHED BY: ☒ CONTRACTOR ☐ GOVERNMENT				
		9. Delivery capabilities (number of units per trip): 24				
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: Equipment (include VIN, make, model, year, serial no., accessories, or other identifying features):		12. NO. OF OPERATORS PER SHIFT	13. HRLY/ DAILY/ MILEAGE SHIFT BASIS Rate Unit		14. SPECIAL	15. GUARANTEE (8 HOURS)
Portable Toilet Rental – Serviced (Includes first day delivery/last day pickup and daily rental rate per unit)		1	\$85	Daily Ea.		
Portable Toilet Rental – Unserviced (Rental only, no daily service call)		1	\$60	Daily Ea.		
Accessible Portable Toilet Rental – Serviced (Includes first day delivery/last day pickup and daily rental rate per unit)		1	\$110	Daily Ea.		
Accessible Portable Toilet Rental – Unserviced (Rental only, no daily service call)		1	\$80	Daily Ea.		
Handwash Station – 2 Sink Rental – Serviced (Includes first day delivery/last day pickup and daily rental rate per unit)		1	\$85	Daily Ea.		
Handwash Station - 2 Sink Rental – Unserviced (Rental only, no daily service call)		1	\$60	Daily Ea.		
Handwash Station – 8+ Sink Rental – Serviced (Includes first day delivery/last day pickup and daily rental rate per unit)						
Handwash Station – 8+ Sink Rental – Unserviced (Rental only, no daily service call)						
Mileage (Rate per mile exceeding 100 miles per calendar day)		1	\$3.00	Mi.		
Remote Hourly Rate (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	\$50	Hr.		
Additional Service Calls (Per unit, if ordered)		1	\$35	Ea.		
Pickup Fee (ADDITIONAL) (Per unit, if ordered)		1	\$25	Ea.		
Reset/Relocation Fee (Per unit, if ordered)						
			\$25	Ea.		
			N/A	Ea.		
			\$25	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: 	18. Date 7/28/20	19. Print Name and Title owner / manager
20. DNRC Contracting Officer's Signature: 	21. Date 8/3/2026	22. Print Name and Title Colette Morgan Administrative Assistant, DNRC Plains Unit a. Phone: (406) 826-3851 b. Email: cmmorgan@mt.gov