



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **6**
to
Contract Number **071B7700092**

CONTRACTOR	FALCON ROAD MAINTENANCE EQUIPMENT, LLC
	2600 W Salzburg
	Freeland, MI 48623
	Trish Bell
	248-860-6064
	trish@falconrme.com
	CV0057242

STATE	Program Manager	Scott Poyer	SW
		517-284-6448	
		poyers@Michigan.gov	
	Contract Administrator	Yvon Dufour	DTMB
		(517) 249-0455	
		dufoury@michigan.gov	

CONTRACT SUMMARY							
ASPHALT PATCHING EQUIPMENT PURCHASE & RENTAL							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE				
January 13, 2017	January 12, 2021	2 - 1 Year	January 12, 2023				
PAYMENT TERMS		DELIVERY TIMEFRAME					
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING			
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
MINIMUM DELIVERY REQUIREMENTS							
DESCRIPTION OF CHANGE NOTICE							
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE			
<input type="checkbox"/>		<input type="checkbox"/>		January 12, 2023			
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE					
\$1,650,000.00	\$0.00	\$1,650,000.00					
DESCRIPTION							
Effective 2/3/2022 pricing on this contract hereby updated, per revised Schedule E (attached). All other terms, conditions, specifications and pricing remain the same. Per contractor request, and DTMB Procurement approval.							

CONTRACT # 071B7700092 - AWARDED SPECIFICATIONS FOR PURCHASE					DELIVERY
Spec #	EQUIPMENT MAKE & MODEL:	EQUIPMENT CATEGORY	Quoted Price	Hourly rate for training (per Schedule A, Statement of Work, section A.,3.3)	Per mile from Contractor's nearest dealer location
10	C36-0401-4T-16 Asphalt Heater-Hauler - FALCON P4D1XI	Asphalt Heater	\$17,841.00	\$0.00	\$ 2.00

Catalog Pricing For PURCHASE								DELIVERY
Item #	EQUIPMENT MAKE & MODEL:	EQUIPMENT CATEGORY	MSRP	% Discount Off MSRP	Discount	Set-Up Fees	Total cost with set-up	Per mile from Contractor's nearest dealer location
1	FALCON / P4D1XI BASE MODEL (No Options)	Asphalt Heater	\$20,814	26.00%	\$3,330	included	\$17,484	\$1.00
2	dump box power up/down capability	Asphalt Heater	\$5,299	3.0%	\$159	included	\$5,139.92	na
3	dump box power up/down capability	Asphalt Heater	\$349	3.0%	\$10	included	\$338.42	na
4	rear mounting of hydraulic pendants (price per pendant)	Asphalt Heater	\$47	3.0%	\$1	included	\$45.27	na
5	single frame extension	Asphalt Heater	\$241	3.0%	\$7	included	\$233.88	na
6	double frame extension (includes two 7K torsion axles, 2x8 frame material, double extended frame)	Asphalt Heater	\$2,238	3.0%	\$67	included	\$2,170.64	na
7	hydraulic unloading and loading doors for trailer model (12v electric over hydraulic pump)	Asphalt Heater	\$4,130	3.0%	\$124	included	\$4,006.10	na
8	single hydraulic unloading door (manual loading doors)	Asphalt Heater	\$1,882	3.0%	\$56	included	\$1,825.76	na
9	bifold loading doors upgrade for hydraulic loading door option	Asphalt Heater	\$1,543	3.0%	\$46	included	\$1,497.03	na
10	starter buddy (non-mobile diesel fuel preheater)	Asphalt Heater	\$351	3.0%	\$11	included	\$340.58	na
11	Dual diesel burner recycling package with 24-hour timer	Asphalt Heater	\$5,368	3.0%	\$161	included	\$5,206.74	na
12	Dual diesel burner recycling package with 7-day timer	Asphalt Heater	\$5,508	3.0%	\$165	included	\$5,342.54	na
13	Electric overnight heat (110V system) (TWO 110V PLUGS / 1500 Watts)	Asphalt Heater	\$4,938	3.0%	\$148	included	\$4,789.64	na
14	Electric overnight heat (240V System) (ONE 240V PLUG / 1500 Watts)	Asphalt Heater	\$3,039	3.0%	\$91	included	\$2,947.72	na
15	Oil Jacketed Hopper	Asphalt Heater	\$4,209	3.0%	\$126	included	\$4,082.62	na
16	tandem axle surge brakes (spring axles only / Not Torsion Axles)	Asphalt Heater	\$1,536	3.0%	\$46	included	\$1,489.49	na
17	single torsion axle (7K) (electric brakes)	Asphalt Heater	\$522	3.0%	\$16	included	\$506.56	na
18	tandem torsion axle (7K) (electric brakes)	Asphalt Heater	\$1044	3.0%	\$31	included	\$1013.11	na
19	arrow board non LED	Asphalt Heater	\$1,602	3.0%	\$48	included	\$1,554.16	na
20	arrow board (LED)	Asphalt Heater	\$2,104	3.0%	\$63	included	\$2,041.31	na
21	arrow stick LED	Asphalt Heater	\$1,353	3.0%	\$41	included	\$1,312.73	na
22	backup lights	Asphalt Heater	\$262	3.0%	\$8	included	\$254.36	na
23	one red LED and one amber strobe per side	Asphalt Heater	\$432	3.0%	\$13	included	\$419.26	na
24	two red LED and one amber strobe per side	Asphalt Heater	\$608	3.0%	\$18	included	\$589.54	na
25	night work lights (LED)	Asphalt Heater	\$473	3.0%	\$14	included	\$459.13	na
26	warning light / strobe with mounting bracket on front hopper wall (each)	Asphalt Heater	\$491	3.0%	\$15	included	\$476.38	na
27	warning light / strobe with mounting bracket on rear of hopper loading door (each)	Asphalt Heater	\$254	3.0%	\$8	included	\$246.81	na
28	bracket for release agent sprayer (8 inch x 8 inch)	Asphalt Heater	\$330	3.0%	\$10	included	\$320.10	na
29	30 gallon non-heated/non-insulated	Asphalt Heater	\$1,273	3.0%	\$38	included	\$1,235.13	na
30	30 gallon heated/insulated	Asphalt Heater	\$4,051	3.0%	\$122	included	\$3,929.58	na
31	30-gallon heated/insulated ac heater	Asphalt Heater	\$6,983	3.0%	\$210	included	\$6,773.83	na
32	spray system RSS (5.5 HP)	Asphalt Heater	\$3,858	3.0%	\$116	included	\$3,742.04	na
33	rejuv spray system hose reel	Asphalt Heater	\$810	3.0%	\$24	included	\$785.70	na
34	Watering can and bracket	Asphalt Heater	\$313	3.0%	\$9	included	\$303.93	na

35	basket for mounting plate compactor (24x24)	Asphalt Heater	\$298	3.0%	\$9	included	\$288.84	na
36	hoist with manual winch with 250 lift capacity	Asphalt Heater	\$842	3.0%	\$25	included	\$816.96	na
37	hoist with 12-volt winch 1000 lbs lift capacity	Asphalt Heater	\$3,579	14.0%	\$501	included	\$3,077.84	na
38	water tank (15 gallons) with mounting bracket	Asphalt Heater	\$484	3.0%	\$15	included	\$469.91	na
39	bomag compactor 18/45-2W	Asphalt Heater	\$3,097	3.0%	\$93	included	\$3,003.77	na
40	bomag compactor wheels	Asphalt Heater	\$330	3.0%	\$10	included	\$320.10	na
41	Cold weather package (12v Mobile)	Asphalt Heater	\$1,481	3.0%	\$44	included	\$1,436.68	na
42	16 tandem axle tire upgrade	Asphalt Heater	\$701	3.0%	\$21	included	\$680.08	na
43	backup alarm	Asphalt Heater	\$194	3.0%	\$6	included	\$188.61	na
44	battery charger	Asphalt Heater	\$627	3.0%	\$19	included	\$607.87	na
45	document holder (JAMES KING)	Asphalt Heater	\$117	3.0%	\$4	included	\$113.17	na
46	emergency stop button	Asphalt Heater	\$437	3.0%	\$13	included	\$423.57	na
47	Extended trailer hitch - 2 feet	Asphalt Heater	\$210	3.0%	\$6	included	\$203.70	na
48	Extended trailer hitch - 3 feet (electirc brakes trailer only)	Asphalt Heater	\$249	3.0%	\$7	included	\$241.42	na
49	5lb extinguisher	Asphalt Heater	\$249	3.0%	\$7	included	\$241.42	na
50	10lb extinguisher	Asphalt Heater	\$309	3.0%	\$9	included	\$299.62	na
51	hopper extensions	Asphalt Heater	\$616	3.0%	\$18	included	\$597.09	na
52	hour meter	Asphalt Heater	\$194	3.0%	\$6	included	\$188.61	na
53	Loading door gas assist shocks	Asphalt Heater	\$448	3.0%	\$13	included	\$434.34	na
54	propane torch with 20 lb cylinder bracket	Asphalt Heater	\$546	3.0%	\$16	included	\$529.19	na
55	propane torch hose reel	Asphalt Heater	\$849	3.0%	\$25	included	\$823.42	na
56	slow moving vehicle decal	Asphalt Heater	\$78	3.0%	\$2	included	\$75.44	na
57	spare tire on 9 in wheel	Asphalt Heater	\$289	3.0%	\$9	included	\$280.22	na
58	spare tire on 16 in wheel	Asphalt Heater	\$328	3.0%	\$10	included	\$317.94	na
59	spare tire holder	Asphalt Heater	\$351	3.0%	\$11	included	\$340.58	na
60	Step to hopper access platform 8 x 20	Asphalt Heater	\$239	3.0%	\$7	included	\$231.72	na
61	24 hour timer	Asphalt Heater	\$382	3.0%	\$11	included	\$370.76	na
62	7 day timer	Asphalt Heater	\$522	3.0%	\$16	included	\$506.56	na
63	tool box - 10 inch x 10 inch x 25 inch	Asphalt Heater	\$437	3.0%	\$13	included	\$423.57	na
64	tool holder - 2 positions	Asphalt Heater	\$117	3.0%	\$4	included	\$113.17	na
65	tool holder - 3 positions	Asphalt Heater	\$132	3.0%	\$4	included	\$128.26	na
66	tool holder - 5 positions	Asphalt Heater	\$193	3.0%	\$6	included	\$187.53	na
67	washdown System	Asphalt Heater	\$897	3.0%	\$27	included	\$869.77	na
68	washdown system hose reel	Asphalt Heater	\$810	3.0%	\$24	included	\$785.70	na
69	wheel chocks	Asphalt Heater	\$272	3.0%	\$8	included	\$264.06	na

CONTRACT #071B7700084 - AWARDED SPECIFICATIONS FOR RENTAL				DELIVERY - Lump sum cost per region (per Schedule D, Prosperity Regional Map)										
Spec #	EQUIPMENT MAKE & MODEL:	EQUIPMENT CATEGORY	Quoted Daily Rental	Quoted Weekly Rental	Quoted Monthly Rental	1a. Western UP	1b. Central UP	1c. Eastern UP	2. Northwest	6. East	7. South Central	8. Southwest	9. Southeast	10. Detroit Metro
10	C36-0401-4T-16 Asphalt Heater-Hauler - FALCON P4D1XI (Per Spec #10)	Asphalt Heater	\$400	\$825	\$2,450	\$250	\$250	\$250	\$100	\$100	\$100	\$100	\$100	\$100

Catalog Pricing For RENTAL							DELIVERY - Lump sum cost per region (per Schedule D, Prosperity Regional Map)								
Item #	EQUIPMENT MAKE & MODEL:	EQUIPMENT CATEGORY	Discounted Daily Rental	Discounted Weekly Rental	Discounted Monthly Rental	% Discount Off Standard Rates	1a. Western UP	1b. Central UP	1c. Eastern UP	5. East Central	6. East	7. South Central	8. Southwest	9. Southeast	10. Detroit Metro
1	FALCON / P4D1XI base unit	Asphalt Heater	\$400	\$825	\$2,450	12.50%	\$250	\$250	\$250	\$100	\$100	\$100	\$100	\$100	\$100

Notes:

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CONTRACT CHANGE NOTICE

Change Notice Number **5**
 to
 Contract Number **071B7700092**

CONTRACTOR	FALCON ROAD MAINTENANCE EQUIPMENT, LLC
	2600 W Salzburg
	Freeland, MI 48623
	Trish Bell
	248-860-6064
	trish@falconrme.com
	CV0057242

STATE	Program Manager	Scott Poyer	SW
		517-284-6448	
		poyers@Michigan.gov	
	Contract Administrator	Yvon Dufour	DTMB
		(517) 249-0455	
		dufoury@michigan.gov	

CONTRACT SUMMARY				
ASPHALT PATCHING EQUIPMENT PURCHASE & RENTAL				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
January 13, 2017	January 12, 2021	2 - 1 Year	January 12, 2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		January 12, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,650,000.00	\$0.00	\$1,650,000.00		
DESCRIPTION				
Effective 4/21/2021 pricing on this contract hereby updated, per revised Schedule E (attached). All other terms, conditions, specifications and pricing remain the same. Per contractor request, and DTMB Procurement approval.				

CONTRACT # 071B7700092 - AWARDED SPECIFICATIONS FOR PURCHASE					DELIVERY
Spec #	EQUIPMENT MAKE & MODEL:	EQUIPMENT CATEGORY	Quoted Price	Hourly rate for training (per Schedule A, Section A.3.3)	Per mile from Contractor's nearest dealer location
10	C36-0401-4T-16 Asphalt Heater-Hauler - FALCON P4D1XI	Asphalt Heater	\$16,050.00	\$0.00	\$ 1.00

Catalog Pricing For PURCHASE								DELIVERY
Item #		EQUIPMENT CATEGORY	MSRP	% Discount Off MSRP	Discount	Set-Up Fees	Total cost with set-up	Per mile from Contractor's nearest dealer location
	EQUIPMENT MAKE & MODEL:							
1	FALCON / P4D1X1 BASE MODEL (No Options)	Asphalt Heater	\$21,556	27.00%	\$5,820.12	included	\$15,736	\$1.00
2	dump box power up/down capability	Asphalt Heater	\$4,769	3.0%	\$143.07	included	\$4,626.93	na
3	dump box power up/down capability	Asphalt Heater	\$314	3.0%	\$9.42	included	\$304.58	na
4	rear mounting of hydraulic pendants (price per pendant)	Asphalt Heater	\$42	3.0%	\$1.26	included	\$40.74	na
5	single frame extension	Asphalt Heater	\$217	3.0%	\$6.51	included	\$210.49	na
6	double frame extension (includes two 7K torsion axles, 2x8 frame material, double extended frame)	Asphalt Heater	\$2,014	3.0%	\$60.42	included	\$1,953.58	na
7	hydraulic unloading and loading doors for trailer model (12v electric over hydraulic pump)	Asphalt Heater	\$3,717	3.0%	\$111.51	included	\$3,605.49	na
8	single hydraulic unloading door (manual loading doors)	Asphalt Heater	\$1,694	3.0%	\$50.82	included	\$1,643.18	na
9	bifold loading doors upgrade for hydraulic loading door option	Asphalt Heater	\$1,389	3.0%	\$41.67	included	\$1,347.33	na
10	starter buddy (non-mobile diesel fuel preheater)	Asphalt Heater	\$316	3.0%	\$9.48	included	\$306.52	na
11	Dual diesel burner recycling package with 24-hour timer	Asphalt Heater	\$4,831	3.0%	\$144.93	included	\$4,686.07	na
12	Dual diesel burner recycling package with 7-day timer	Asphalt Heater	\$4,957	3.0%	\$148.71	included	\$4,808.29	na
13	Electric overnight heat (115V system) (TWO 110V PLUGS / 1500 Watts)	Asphalt Heater	\$4,444	3.0%	\$133.32	included	\$4,310.68	na
14	Electric overnight heat (240V System) (ONE 240V PLUG / 1500 Watts)	Asphalt Heater	\$2,735	3.0%	\$82.05	included	\$2,652.95	na
15	Oil Jacketed Hopper	Asphalt Heater	\$3,788	3.0%	\$113.64	included	\$3,674.36	na
16	tandem axle surge brakes (spring axles only / Not Torsion Axles)	Asphalt Heater	\$1,382	3.0%	\$41.46	included	\$1,340.54	na
17	single torsion axle (7K) (electric brakes)	Asphalt Heater	\$470	3.0%	\$14.10	included	\$455.90	na
18	tandem torsion axle (7K) (electric brakes)	Asphalt Heater	\$940	3.0%	\$28.20	included	\$911.80	na
19	arrow board non LED	Asphalt Heater	\$1,442	3.0%	\$43.26	included	\$1,398.74	na
20	arrow board (LED)	Asphalt Heater	\$1,894	3.0%	\$56.82	included	\$1,837.18	na
21	arrow stick LED	Asphalt Heater	\$1,218	3.0%	\$36.54	included	\$1,181.46	na
22	backup lights	Asphalt Heater	\$236	3.0%	\$7.08	included	\$228.92	na
23	one red LED and one amber strobe per side	Asphalt Heater	\$389	3.0%	\$11.67	included	\$377.33	na
24	two red LED and one amber strobe per side	Asphalt Heater	\$547	3.0%	\$16.41	included	\$530.59	na
25	night work lights (LED)	Asphalt Heater	\$426	3.0%	\$12.78	included	\$413.22	na
26	warning light / strobe with mounting bracket on front hopper wall (each)	Asphalt Heater	\$442	3.0%	\$13.26	included	\$428.74	na
27	warning light / strobe with mounting bracket on rear of hopper loading door (each)	Asphalt Heater	\$229	3.0%	\$6.87	included	\$222.13	na
28	bracket for release agent sprayer (8 inch x 8 inch)	Asphalt Heater	\$297	3.0%	\$8.91	included	\$288.09	na
29	30 gallon non-heated/non-insulated	Asphalt Heater	\$1,146	3.0%	\$34.38	included	\$1,111.62	na
30	30 gallon heated/insulated	Asphalt Heater	\$3,646	3.0%	\$109.38	included	\$3,536.62	na
31	30-gallon heated/insulated ac heater	Asphalt Heater	\$6,285	3.0%	\$188.55	included	\$6,096.45	na
32	spray system RSS (5.5 HP)	Asphalt Heater	\$3,472	3.0%	\$104.16	included	\$3,367.84	na
33	rejuv spray system hose reel	Asphalt Heater	\$729	3.0%	\$21.87	included	\$707.13	na
34	Watering can and bracket	Asphalt Heater	\$282	3.0%	\$8.46	included	\$273.54	na
35	basket for mounting plate compactor (24x24)	Asphalt Heater	\$268	3.0%	\$8.04	included	\$259.96	na
36	hoist with manual winch with 250 lift capacity	Asphalt Heater	\$758	3.0%	\$22.74	included	\$735.26	na
37	hoist with 12-volt winch 1000 lbs lift capacity	Asphalt Heater	\$3,221	14.0%	\$450.94	included	\$2,770.06	na
38	water tank (15 gallons) with mounting bracket	Asphalt Heater	\$436	3.0%	\$13.08	included	\$422.92	na
39	bomag compactor 18/45-2W	Asphalt Heater	\$2,787	3.0%	\$83.61	included	\$2,703.39	na
40	bomag compactor wheels	Asphalt Heater	\$297	3.0%	\$8.91	included	\$288.09	na
41	Cold weather package (12v Mobile)	Asphalt Heater	\$1,333	3.0%	\$39.99	included	\$1,293.01	na
42	16 tandem axle tire upgrade	Asphalt Heater	\$631	3.0%	\$18.93	included	\$612.07	na
43	backup alarm	Asphalt Heater	\$175	3.0%	\$5.25	included	\$169.75	na
44	battery charger	Asphalt Heater	\$564	3.0%	\$16.92	included	\$547.08	na
45	document holder (JAMES KING)	Asphalt Heater	\$105	3.0%	\$3.15	included	\$101.85	na
46	emergency stop button	Asphalt Heater	\$393	3.0%	\$11.79	included	\$381.21	na
47	Extended trailer hitch - 2 feet	Asphalt Heater	\$189	3.0%	\$5.67	included	\$183.33	na
48	Extended trailer hitch - 3 feet (electric brakes trailer only)	Asphalt Heater	\$224	3.0%	\$6.72	included	\$217.28	na
49	5lb extinguisher	Asphalt Heater	\$224	3.0%	\$6.72	included	\$217.28	na
50	10lb extinguisher	Asphalt Heater	\$278	3.0%	\$8.34	included	\$269.66	na
51	hopper extensions	Asphalt Heater	\$554	3.0%	\$16.62	included	\$537.38	na
52	hour meter	Asphalt Heater	\$175	3.0%	\$5.25	included	\$169.75	na
53	Loading door gas assist shocks	Asphalt Heater	\$403	3.0%	\$12.09	included	\$390.91	na
54	propane torch with 20 lb cylinder bracket	Asphalt Heater	\$491	3.0%	\$14.73	included	\$476.27	na
55	propane torch hose reel	Asphalt Heater	\$764	3.0%	\$22.92	included	\$741.08	na
56	slow moving vehicle decal	Asphalt Heater	\$70	3.0%	\$2.10	included	\$67.90	na
57	spare tire on 9 in wheel	Asphalt Heater	\$260	3.0%	\$7.80	included	\$252.20	na
58	spare tire on 16 in wheel	Asphalt Heater	\$295	3.0%	\$8.85	included	\$286.15	na
59	spare tire holder	Asphalt Heater	\$316	3.0%	\$9.48	included	\$306.52	na
60	Step to hopper access platform 8 x 20	Asphalt Heater	\$215	3.0%	\$6.45	included	\$208.55	na
61	24 hour timer	Asphalt Heater	\$344	3.0%	\$10.32	included	\$333.68	na
62	7 day timer	Asphalt Heater	\$470	3.0%	\$14.10	included	\$455.90	na
63	tool box - 10 inch x 10 inch x 25 inch	Asphalt Heater	\$393	3.0%	\$11.79	included	\$381.21	na
64	tool holder - 2 positions	Asphalt Heater	\$105	3.0%	\$3.15	included	\$101.85	na
65	tool holder - 3 positions	Asphalt Heater	\$119	3.0%	\$3.57	included	\$115.43	na
66	tool holder - 5 positions	Asphalt Heater	\$174	3.0%	\$5.22	included	\$168.78	na
67	washdown System	Asphalt Heater	\$807	3.0%	\$24.21	included	\$782.79	na
68	washdown system hose reel	Asphalt Heater	\$729	3.0%	\$21.87	included	\$707.13	na
69	wheel chocks	Asphalt Heater	\$245	3.0%	\$7.35	included	\$237.65	na

[illegible]

Catalog Pricing For RENTAL							DELIVERY - Lump sum cost per region (per Schedule D, Prosperity Regional Map)												
Item #	EQUIPMENT MAKE & MODEL:	EQUIPMENT CATEGORY	Discounted Daily Rental	Discounted Weekly Rental	Discounted Monthly Rental	% Discount Off Standard Rates	1a. Western UP	1b. Central UP	1c. Eastern UP	2. Northwest	3. Northeast	4a. West Central	4b. West Michigan	5. East Central	6. East	7. South Central	8. Southwest	9. Southeast	10. Detroit Metro
1	FALCON / P4D1XI base unit	Asphalt Heater	\$400	\$825	\$2,450	12.50%	\$250	\$250	\$250	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Notes:																			
NO OPTION PRICING FOR RENTAL UNITS																			



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CONTRACT CHANGE NOTICE

Change Notice Number **4**
to
Contract Number **071B7700092**

CONTRACTOR	FALCON ROAD MAINTENANCE EQUIPMENT, LLC
	2600 W Salzburg
	Freeland, MI 48623
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	Contract Administrator	Yvon Dufour	DTMB
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CONTRACT SUMMARY							
ASPHALT PATCHING EQUIPMENT PURCHASE & RENTAL							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE			
January 13, 2017	January 12, 2021	2 - 1 Year		January 12, 2021			
PAYMENT TERMS		DELIVERY TIMEFRAME					
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING			
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
MINIMUM DELIVERY REQUIREMENTS							
DESCRIPTION OF CHANGE NOTICE							
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE			
<input checked="" type="checkbox"/>	2 years	<input type="checkbox"/>		January 12, 2023			
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE					
\$650,000.00	\$0.00	\$650,000.00					
DESCRIPTION							
Effective 11/16/2020, the first and second option years available on this contract are hereby exercised. The revised contract expiration date is 1/12/2023. All other terms, conditions, specifications and pricing remain the same. Per agency request, and DTMB Procurement approval.							



STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**

to

Contract Number **071B7700092**

CONTRACTOR	FALCON ROAD MAINTENANCE EQUIPMENT, LLC
	2600 W. Salzburg
	Freeland, MI 48623
	Trish Bell
	248-860-6064
	trish@falconrme.com
	CV0057242

STATE	Program Manager	Scott Poyer	SW
		517-284-6448	
		poysers@Michigan.gov	
	Contract Administrator	Yvon Dufour	DTMB
		(517) 249-0455	
		dufoury@michigan.gov	

CONTRACT SUMMARY				
ASPHALT PATCHING EQUIPMENT PURCHASE & RENTAL				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
January 13, 2017	January 12, 2021	2 - 1 Year	January 12, 2021	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		January 12, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$650,000.00	\$1,000,000.00	\$1,650,000.00		
DESCRIPTION				
Effective 2/18/2020, this contract is hereby increased by \$1,000,000. All other terms, conditions, specifications, and pricing remain the same. Per agency request, DTMB Procurement approval, and State Administrative Board approval on 2/11/2020.				



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**

to

Contract Number **071B7700092**

CONTRACTOR	FALCON ROAD MAINTENANCE EQUIPMENT, LLC
	120 Waldo Avenue
	Midland, MI 48642
	Trish Bell
	248-860-6064
	trish@falconrme.com
	CV0057242

STATE	Program Manager	Scott Poyer	SW
		517-284-6448	
		poysers@Michigan.gov	
	Contract Administrator	Yvon Dufour	DTMB
		(517) 249-0455	
		dufoury@michigan.gov	

CONTRACT SUMMARY				
ASPHALT PATCHING EQUIPMENT PURCHASE & RENTAL				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
January 13, 2017	January 12, 2021	2 - 1 Year	January 12, 2021	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		January 12, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$250,000.00	\$400,000.00	\$650,000.00		
DESCRIPTION				
Effective 4/9/2019 this contract is hereby increased by \$400,000. All other terms, conditions, specifications, and pricing remain the same. Per agency request, DTMB Procurement approval, and State Administrative Board approval on 4/9/2019.				



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 1

to

Contract Number 071B7700092

CONTRACTOR	Falcon Road Maintenance Equipment, LLC
	120 Waldo Avenue
	Midland, MI 48642
	Trish Bell
	248-860-6064
	trish@falconrme.com
	CV0057242

STATE	Program Manager	Scott Poyer	SW
		517-284-6448	
		poyers@Michigan.gov	
	Contract Administrator	Yvon Dufour	DTMB
		(517) 249-0455	
		dufoury@michigan.gov	

CONTRACT SUMMARY				
ASPHALT PATCHING EQUIPMENT PURCHASE & RENTAL				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
January 13, 2017	January 12, 2021	2 - 1 Year	January 12, 2021	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		January 12, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$250,000.00	\$0.00	\$250,000.00		
DESCRIPTION				
Effective 3/7/2018 pricing on this contract hereby updated, per revised Schedule E - Pricing (attached). All other terms, conditions, specifications and pricing remain the same. Per contractor request, and DTMB Procurement approval.				

CONTRACT # 071B7700092 - AWARDED SPECIFICATIONS FOR PURCHASE						DELIVERY
Spec #	EQUIPMENT MAKE & MODEL:	EQUIPMENT CATEGORY	Quoted Price	Hourly rate for training (per Schedule A, Statement of Work, section A.,3.3)	Per mile from Contractor's nearest dealer location	
10	C36-0401-4T-16 Asphalt Heater-Hauler - FALCON P4D1XI	Asphalt Heater	\$15,408.00	\$0.00	\$	1.00

Catalog Pricing For PURCHASE								DELIVERY
Item #	EQUIPMENT MAKE & MODEL:	EQUIPMENT CATEGORY	MSRP	% Discount Off MSRP	Discount	Set-Up Fees	Total cost with set-up	Per mile from Contractor's nearest dealer location
1	FALCON / P4D1XI BASE MODEL (No Options)	Asphalt Heater	\$21,556	30.91%	\$6,662.06	included	\$14,894	\$1.00
2	dump box power up/down capability	Asphalt Heater	\$4,769	7.3%	\$348.14	included	\$4,420.86	na
3	dump box power up/down capability	Asphalt Heater	\$314	7.3%	\$22.92	included	\$291.08	na
4	rear mounting of hydraulic pendants (price per pendant)	Asphalt Heater	\$42	7.3%	\$3.07	included	\$38.93	na
5	single frame extension	Asphalt Heater	\$217	7.3%	\$15.84	included	\$201.16	na
6	double frame extension (includes two 7K torsion axles, 2x8 frame material, double extended frame)	Asphalt Heater	\$2,014	7.3%	\$147.02	included	\$1,866.98	na
7	hydraulic unloading and loading doors for trailer model (12v electric over hydraulic pump)	Asphalt Heater	\$3,717	7.3%	\$271.34	included	\$3,445.66	na
8	single hydraulic unloading door (manual loading doors)	Asphalt Heater	\$1,694	7.3%	\$123.66	included	\$1,570.34	na
9	bifold loading doors upgrade for hydraulic loading door option	Asphalt Heater	\$1,389	7.3%	\$101.40	included	\$1,287.60	na
10	starter buddy (non-mobile diesel fuel preheater)	Asphalt Heater	\$316	7.3%	\$23.07	included	\$292.93	na
11	Dual diesel burner recycling package with 24-hour timer	Asphalt Heater	\$4,831	7.3%	\$352.66	included	\$4,478.34	na
12	Dual diesel burner recycling package with 7-day timer	Asphalt Heater	\$4,957	7.3%	\$361.86	included	\$4,595.14	na
13	Electric overnight heat (110V system) (TWO 110V PLUGS / 1500 Watts)	Asphalt Heater	\$4,444	7.3%	\$324.41	included	\$4,119.59	na
14	Electric overnight heat (240V System) (ONE 240V PLUG / 1500 Watts)	Asphalt Heater	\$2,735	7.3%	\$199.66	included	\$2,535.35	na
15	Oil Jacketed Hopper	Asphalt Heater	\$3,788	7.3%	\$276.52	included	\$3,511.48	na
16	tandem axle surge brakes (spring axles only / Not Torsion Axles)	Asphalt Heater	\$1,382	7.3%	\$100.89	included	\$1,281.11	na
17	single torsion axle (7K) (electric brakes)	Asphalt Heater	\$470	7.3%	\$34.31	included	\$435.69	na
18	tandem torsion axle (7K) (electric brakes)	Asphalt Heater	\$940	7.3%	\$68.62	included	\$871.38	na
19	arrow board non LED	Asphalt Heater	\$1,442	7.3%	\$105.27	included	\$1,336.73	na
20	arrow board (LED)	Asphalt Heater	\$1,894	7.3%	\$138.26	included	\$1,755.74	na
21	arrow stick LED	Asphalt Heater	\$1,218	7.3%	\$88.91	included	\$1,129.09	na
22	backup lights	Asphalt Heater	\$236	7.3%	\$17.23	included	\$218.77	na
23	one red LED and one amber strobe per side	Asphalt Heater	\$389	7.3%	\$28.40	included	\$360.60	na
24	two red LED and one amber strobe per side	Asphalt Heater	\$547	7.3%	\$39.93	included	\$507.07	na
25	night work lights (LED)	Asphalt Heater	\$426	7.3%	\$31.10	included	\$394.90	na
26	warning light / strobe with mounting bracket on front hopper wall (each)	Asphalt Heater	\$442	7.3%	\$32.27	included	\$409.73	na
27	warning light / strobe with mounting bracket on rear of hopper loading door (each)	Asphalt Heater	\$229	7.3%	\$16.72	included	\$212.28	na
28	bracket for release agent sprayer (8 inch x 8 inch)	Asphalt Heater	\$297	7.3%	\$21.68	included	\$275.32	na
29	30 gallon non-heated/non-insulated	Asphalt Heater	\$1,146	7.3%	\$83.66	included	\$1,062.34	na
30	30 gallon heated/insulated	Asphalt Heater	\$3,646	7.3%	\$266.16	included	\$3,379.84	na
31	30-gallon heated/insulated ac heater	Asphalt Heater	\$6,285	7.3%	\$458.81	included	\$5,826.20	na
32	spray system RSS (5.5 HP)	Asphalt Heater	\$3,472	7.3%	\$253.46	included	\$3,218.54	na
33	rejuv spray system hose reel	Asphalt Heater	\$729	7.3%	\$53.22	included	\$675.78	na
34	Watering can and bracket	Asphalt Heater	\$282	7.3%	\$20.59	included	\$261.41	na
35	basket for mounting plate compactor (24x24)	Asphalt Heater	\$268	7.3%	\$19.56	included	\$248.44	na
36	hoist with manual winch with 250 lift capacity	Asphalt Heater	\$758	7.3%	\$55.33	included	\$702.67	na
37	hoist with 12-volt winch 250 lbs lift capacity	Asphalt Heater	\$1,087	7.3%	\$79.35	included	\$1,007.65	na
38	water tank (15 gallons) with mounting bracket	Asphalt Heater	\$436	7.3%	\$31.83	included	\$404.17	na
39	bomag compactor 18/45-2W	Asphalt Heater	\$2,787	7.3%	\$203.45	included	\$2,583.55	na
40	bomag compactor wheels	Asphalt Heater	\$297	7.3%	\$21.68	included	\$275.32	na
41	Cold weather package (12v Mobile)	Asphalt Heater	\$1,333	7.3%	\$97.31	included	\$1,235.69	na

42	16 tandem axle tire upgrade	Asphalt Heater	\$631	7.3%	\$46.06	included	\$584.94	na
43	backup alarm	Asphalt Heater	\$175	7.3%	\$12.78	included	\$162.23	na
44	battery charger	Asphalt Heater	\$564	7.3%	\$41.17	included	\$522.83	na
45	document holder (JAMES KING)	Asphalt Heater	\$105	7.3%	\$7.67	included	\$97.34	na
46	emergency stop button	Asphalt Heater	\$393	7.3%	\$28.69	included	\$364.31	na
47	Extended trailer hitch - 2 feet	Asphalt Heater	\$189	7.3%	\$13.80	included	\$175.20	na
48	Extended trailer hitch - 3 feet (electirc brakes trailer only)	Asphalt Heater	\$224	7.3%	\$16.35	included	\$207.65	na
49	5lb extinguisher	Asphalt Heater	\$224	7.3%	\$16.35	included	\$207.65	na
50	10lb extinguisher	Asphalt Heater	\$278	7.3%	\$20.29	included	\$257.71	na
51	hopper extensions	Asphalt Heater	\$554	7.3%	\$40.44	included	\$513.56	na
52	hour meter	Asphalt Heater	\$175	7.3%	\$12.78	included	\$162.23	na
53	Loading door gas assist shocks	Asphalt Heater	\$403	7.3%	\$29.42	included	\$373.58	na
54	propane torch with 20 lb cylinder bracket	Asphalt Heater	\$491	7.3%	\$35.84	included	\$455.16	na
55	propane torch hose reel	Asphalt Heater	\$764	7.3%	\$55.77	included	\$708.23	na
56	slow moving vehicle decal	Asphalt Heater	\$70	7.3%	\$5.11	included	\$64.89	na
57	spare tire on 9 in wheel	Asphalt Heater	\$260	7.3%	\$18.98	included	\$241.02	na
58	spare tire on 16 in wheel	Asphalt Heater	\$295	7.3%	\$21.54	included	\$273.47	na
59	spare tire holder	Asphalt Heater	\$316	7.3%	\$23.07	included	\$292.93	na
60	Step to hopper access platform 8 x 20	Asphalt Heater	\$215	7.3%	\$15.70	included	\$199.31	na
61	24 hour timer	Asphalt Heater	\$344	7.3%	\$25.11	included	\$318.89	na
62	7 day timer	Asphalt Heater	\$470	7.3%	\$34.31	included	\$435.69	na
63	tool box - 10 inch x 10 inch x 25 inch	Asphalt Heater	\$393	7.3%	\$28.69	included	\$364.31	na
64	tool holder - 2 positions	Asphalt Heater	\$105	7.3%	\$7.67	included	\$97.34	na
65	tool holder - 3 positions	Asphalt Heater	\$119	7.3%	\$8.69	included	\$110.31	na
66	tool holder - 5 positions	Asphalt Heater	\$174	7.3%	\$12.70	included	\$161.30	na
67	washdown System	Asphalt Heater	\$807	7.3%	\$58.91	included	\$748.09	na
68	washdown system hose reel	Asphalt Heater	\$729	7.3%	\$53.22	included	\$675.78	na
69	wheel chocks	Asphalt Heater	\$245	7.3%	\$17.89	included	\$227.12	na

[illegible]

DELIVERY - Lump sum cost per region (per Schedule D, Prosperity Regional Map)

[illegible]

Catalog Pricing For RENTAL							DELIVERY - Lump sum cost per region (per Schedule D, Prosperity Regional Map)												
Item #	EQUIPMENT MAKE & MODEL:	EQUIPMENT CATEGORY	Discounted Daily Rental	Discounted Weekly Rental	Discounted Monthly Rental	% Discount Off Standard Rates	1a. Western UP	1b. Central UP	1c. Eastern UP	2. Northwest	3. Northeast	4a. West Central	4b. West Michigan	5. East Central	6. East	7. South Central	8. Southwest	9. Southeast	10. Detroit Metro
1	FALCON / P4D1XI base unit	Asphalt Heater	\$400	\$825	\$2,450	12.50%	\$250	\$250	\$250	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Notes: NO OPTION PRICING FOR RENTAL UNITS																			

DELIVERY - Lump sum cost per region (per Schedule D, Prosperity Regional Map)

[illegible]

Notes:

NO OPTION PRICING FOR RENTAL UNITS



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management & Budget
525 W. Allegan Street Lansing, MI 48933
P.O. Box 30026 Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **071B7700092**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Falcon Road Maintenance Equipment, LLC
	120 Waldo Avenue
	Midland, MI 48642
	Trish Bell
	248-860-6064
	trish@falconrme.com
	*****4196

STATE	Program Manager	Scott Poyer	MDOT
		517-284-6448	
		poyers@michigan.gov	
	Contract Administrator	Yvon Dufour	DTMB
		517-284-6996	
		dufoury@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Asphalt Patching Equipment PURCHASE & RENTAL.			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
1/13/2017	1/12/2021	2, one year	
PAYMENT TERMS		DELIVERY TIMEFRAME	
45 Days		30 to 60 days	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$250,000.00

FOR THE CONTRACTOR:

Falcon Road Maintenance Equipment LLC
Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Falcon Road Maintenance Equipment ("**Contractor**"), a Michigan Limited Liability Company. This Contract is effective on January 13, 2017 ("**Effective Date**"), and unless terminated, expires on January 12, 2021.

This Contract may be renewed for up to two (2) additional one (1) year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Yvon Dufour 525 W. Allegan, Constitution Hall, 1 st Floor NE Lansing, MI 48933 dufoury@michigan.gov (517) 284-6996	Trish Bell – Sales & Marketing Manager 120 Waldo Avenue Midland, MI 48642 trish@falconrme.com (248) 860-6064

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “Contract Administrator”):

State:	Contractor:
Yvon Dufour 525 W. Allegan, Constitution Hall, 1 st Floor NE Lansing, MI 48933 dufoury@michigan.gov (517) 284-6996	Trish Bell – Sales & Marketing Manager 120 Waldo Avenue Midland, MI 48642 trish@falconrme.com (248) 860-6064

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “Program Manager”):

State:	Contractor:
Scott Poyer poyers@michigan.gov (517) 284-6448	Trish Bell – Sales & Marketing Manager 120 Waldo Avenue Midland, MI 48642 trish@falconrme.com (248) 860-6064

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices,

	commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 2% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget
Cashiering
P.O. Box 30681
Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

8. **Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon written agreement between the State and Contractor, this contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.
15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i)

reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging becomes the State's exclusive property upon acceptance.
18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
19. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.

22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 120 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by

Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **Reserved.**
31. **Reserved.**
32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
 - a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the

disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

33. **Reserved.**

34. **Reserved.**

35. **Reserved.**

36. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.
38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **Reserved.**
41. **Reserved.**
42. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
50. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
51. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
53. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
54. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "Contract Change Notice"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

STATE OF MICHIGAN

Contract No. 071B7700092
Agricultural, Grounds, Turf, Earth Moving, and Roadside Maintenance Equipment

SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

This schedule identifies the requirements of this Contract.

This contract includes equipment for PURCHASE & RENTAL.

The Contractor must provide deliverables, including the staffing to accomplish all service incidentals necessary to complete the work, as set forth in this contract.

REQUIREMENTS
SCOPE OF WORK
1. Specifications
1.1 The Contractor must provide the following Equipment for purchase, rent, and/or lease per Schedule B, Specifications:
<u>FOR PURCHASE</u>
<u>Awarded:</u>
10. C36-0401-4T-16 Asphalt Heater-Hauler
<u>FOR RENTAL</u>
<u>Awarded:</u>
10. C36-0401-4T-16 Asphalt Heater-Hauler

A. EQUIPMENT FOR PURCHASE

1. Warranties

- a) Contractor shall provide a one (1) year warranty on parts and labor or the manufacturer's warranty, whichever is greater.
- b) The State shall report a warranty claim with the Contractor by calling the Contractor's Customer Service Department (989) 495-9332 ext 1. The Contractor shall arrange for warranty service.
- c) The State reserves the right to require additional warranties.

2. Recall Requirements and Procedures

The Contractor shall notify the State and/or the ordering entity within 48 hours of a recall notice.

3. Service Levels

3.1 Time Frames

- a) All Contract Activities must be delivered within **120** calendar days from receipt of order. The receipt of order date is pursuant to Section 2, Notice provisions of the Standard Contract Terms.

3.2 Delivery

Delivery will be expected within **120** calendar days for special orders and out of stock items, and **30** calendar days for in-stock items, upon date of order. Delivery will be made to the requested location and shall be F.O.B. Delivered or charged on a mileage rate or a one-time charge by Region (see **Schedule D – Prosperity Regions**) per **Schedule E - Pricing**.

F.O.B. Delivered Items

Prices shall be quoted "F.O.B. Delivered" with transportation charges prepaid on ALL orders for State of Michigan and Extended Purchasing Participants. These terms apply to **ALL** locations in the State of Michigan. Other F.O.B. terms will not be accepted and may disqualify a dealer from further consideration.

Freight Charges - Should an Agency order items that are below the minimum order requirement of the Contract, or should a Contractor quote F.O.B. Shipping Point on one-time purchases, the Contractor should choose the most economically advantageous carrier and must be approved by the using agency.

United Parcel Service (UPS) must be used in instances where the weight of the shipment is less than 150 lbs., or where shipments could be separated into smaller parcels such as three (3) 50 lb. packages.

If the Contractor fails to follow these shipping instructions, the State shall pay the shipping costs on the Contractor's invoice, minus the difference for the amount that was charged and the amount that would have been charged if the requested carrier had been used. The State reserves the right to arrange their own freight.

3.3 Training

The Contractor must provide the following training:

- a) A comprehensive orientation training shall be provided at delivery or at an alternate time requested by the State. The training shall include equipment operation, maintenance, and inspection practices.
- b) Upon request, the Contractor shall provide 8 hours of mechanics and operators training for up to eight (8) employees. The training is to be held at each ship to address. The Contractor shall provide unit pricing for training in **Schedule E - Pricing**.

B. RENTAL/LEASE EQUIPMENT

1. Specifications

- a) The Contractor shall provide equipment for rental and/or lease that is similar in scope to equipment included in **Schedule B, Specifications**.

Brand or trade names referred to herein are for identification purposes only, and do not limit the Contractor to such brands, provided alternates offered are equal in quality and function to those specified.

- b) In addition, the Contractor shall provide a complete list of equipment available for rental and/or lease by category (e.g. loaders, dozers, sweepers, etc.) in **Schedule E – Pricing, Catalog Pricing for Rental**.

The list shall include:

- i. Daily, weekly, and monthly rental/lease rates.
- ii. Percentage discount offered by category for such rates.
- iii. Only listed items that meet these requirements shall be included under this contract.

- c) All rental/leased equipment is to meet or exceed applicable federal and state safety standards as mandated by OSHA, and MIOSHA Motor Carrier Division. This equipment is to meet or exceed applicable American National Standards Institute (ANSI) specifications. The Contractor will provide written documentation guaranteeing compliance with all safety standards.
- d) The Contractor shall provide written documentation confirming satisfactory testing on equipment where mandated by law (to include but not limited to: stress testing, dielectric testing, visual inspections) completed by a licensed and reputable testing firm.

Rental equipment shall be no more than four (4) years old. Equipment leased shall be the newest model year.

2. Availability and Delivery of Equipment

- a) Rental and Lease Equipment shall be available statewide. Statewide availability includes **ALL** locations of the Upper and Lower Peninsula.
- b) All requested orders must be delivered within two (2) calendar days/48 hours after receipt of order.
- c) Emergencies will be responded to within one (1) to six (6) hours. Equipment shall be available as both F.O.B. delivered and F.O.B. pick-up.
- d) No premium rates will be charged for delivery after normal business hours.
- e) Rental or leased equipment items shall be fully fueled and operational at the time of pick-up or delivery.
- f) The Contractor will be required to perform a walk-around equipment inspection at the time of delivery and pickup.
- g) The Contractor, or their Designee and the Program Manager or their Designee, shall document the inspection by mutual execution of an inspection document provided by the Contractor.

The State is responsible for refueling all rented equipment upon its return.

3. Maintenance/Service

- a) The Contractor will be responsible for all maintenance/service necessary to maintain satisfactory operation of rental equipment at no cost to the State.
- b) Equipment shall be serviced according to manufacturer specifications. The Contractor shall maintain an equipment Schedule for service and retain complete lifetime service records for all equipment.
- c) If a repair is needed, and requires the piece of equipment to be out of service, the Contractor shall provide a replacement acceptable to the State.
- d) Contractor will maintain a Dedicated Product Support Department to ensure proper function of rented or leased equipment.

On-site maintenance must be performed according the recommended manufacturer maintenance schedule.

4. Training

The Contractor must provide the following training:

An orientation training shall be provided upon request at the time of delivery. The training shall be deemed sufficient by the State, to include detailed equipment operation and minor maintenance and inspection practices.

C. GENERAL REQUIREMENTS

1.1 Technical Support and Repairs

When providing technical support, the Call Center must resolve the caller's issue within **30** minutes. If the caller's issue cannot be resolved within **2** hours, on-site service must be scheduled. The on-site service must be performed within **36** hours of the time the issue was scheduled for service.

1.2 Reporting

If applicable, the Contractor must submit, to the Contract Administrator or their designee, the following written reports:

- a) *Maintenance/service report*
- b) *Regional rental report*
- c) *Regional purchase report*

By the second Friday of every December, the Contractor must submit a report of recycled content in commodities sold in that calendar year to **the Contract Administrator or Designee**.

1.3 Meetings

The Contractor must attend the following meetings:

- a) Kick-off meeting within 30 calendar days of the Effective Date.
- b) The State may request other meetings, as it deems appropriate.

2. Staffing

2.1 Contractor Representative

The Contractor must appoint a Product Representative, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

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The Contractor must notify the Contract Administrator at least **30** calendar days before removing or assigning a new Contractor Representative.

2.2 Customer Service Toll-Free Number

The Contractor must specify its toll-free number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8 am to 5 pm EST.

(844) 644-5329

2.3 Technical Support, Repairs and Maintenance

The Contractor must specify its toll-free number for the State to make contact with the Contractor for technical support, repairs, and maintenance. The Contractor must be available for calls and service during the hours of 8 am to 5 pm EST.

(844) 644-5329

2.4 Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- a) The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- b) The relationship of the subcontractor to the Contractor.
- c) Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- d) A complete description of the Contract Activities that will be performed or provided by the subcontractor.
- e) The price of the subcontractor's work.

2.5 Security

The Contractor's staff may be required to make deliveries to or enter State facilities. The Contractor must:

- a) Drivers must wear uniforms with company logo.
- b) Carry a photo ID to enter State facilities.

3. Pricing

3.1 Price Term

- a) Pricing is firm for a 365 day period ("Pricing Period"). The first pricing period begins on the Effective Date. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period. The State reserves the right to adjust the pricing period and allow automatic updates with limitations.
- b) Pricing on all items listed in **Schedule B, Specifications** (or approved alternates) shall be firm-fixed. All remaining items within Contractor's "**catalog**" shall be available at a firm-fixed discount. All "**catalog**" pricing must be published and available at all times via website access, and/or electronic/printed price pages. Price quotes issued from the Contractor to the State must be verifiable via published pricing. The State reserves the right to limit "catalog" items at any time for any reason. It is expected the Contractor's Catalog items shall provide the best prices available to the State at all times and be firm-fixed. The State may remove items from the "Catalog" at any time without cause.

3.2 Price Changes

- a) Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.
- b) Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually

agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

- c) The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

4. Ordering

4.1 Authorizing Document

The appropriate authorizing document for the Contract will be a purchase order.

4.2 Order Verification

The Contractor must have internal controls, to verify abnormal orders and to ensure that only authorized individuals place orders.

5. Acceptance

5.1 Acceptance, Inspection and Testing

The State will use the following criteria to determine acceptance of the Contract Activities:

- a) Purchased equipment shall be delivered in new condition. Damaged equipment will not be accepted. The Contractor will repair or replace the damaged equipment at the Contractor's expense.
- b) The Contractor shall provide documentation upon delivery that provides itemized deliverables.
- c) Acceptance is not complete for partial deliveries until final deliverables are received.

5.2 Final Acceptance

- a) The Contractor shall deliver the equipment. The State, or their designee, shall inspect the equipment and approve acceptance of goods upon delivery.
- b) All set-up and/or training and orientation shall be completed.

6. Invoice and Payment

6.1 Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) itemized description of the Contract Activities; (e) unit price; (f) shipping cost (if any); (g) total price; and (h) contract number.

7. Payment Methods

The State will make payment for Contract Activities by EFT as outlined in section 20 of Standard Contract Terms.

8. Additional Requirements

8.1 Environmental and Energy Efficient Products

The Contractor must include any relevant third-party certification, including the verification of a United States department of agriculture certified bio based product label.

The Contractor shall identify any energy efficient, bio-based, or otherwise environmental friendly products used in their products to the Program Manager (PM) 2 weeks prior to delivery.

8.2 Recycled Content and Recyclability Deliverable(s).

Without compromising performance or quality, the State prefers Deliverable(s) containing higher percentages of recycled materials. The Contractor must indicate an estimate of the percentage of recycled materials, if any, contained in each Deliverable:

- (total estimated percentage of recovered material) 90% by weight
- (estimated percentage of post-consumer material)
- (estimated percentage of post-industrial waste)

8.3 Hazardous Chemical Identification

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Safety Data Sheet (SDS) listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.

The Contractor shall provide all current SDS to the Program Manager (PM) 2 weeks prior to delivery.

8.4 Mercury Content

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

The Contractor shall report if it intends to provide products containing mercury to the Program Manager (PM) no later than 48 hours after a purchase order is issued.

8.5 Brominated Flame Retardants

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs.

The Contractor must disclose to the Program Manager (PM) whether their products contain BFRs no later than 48 hours after a purchase order is issued.

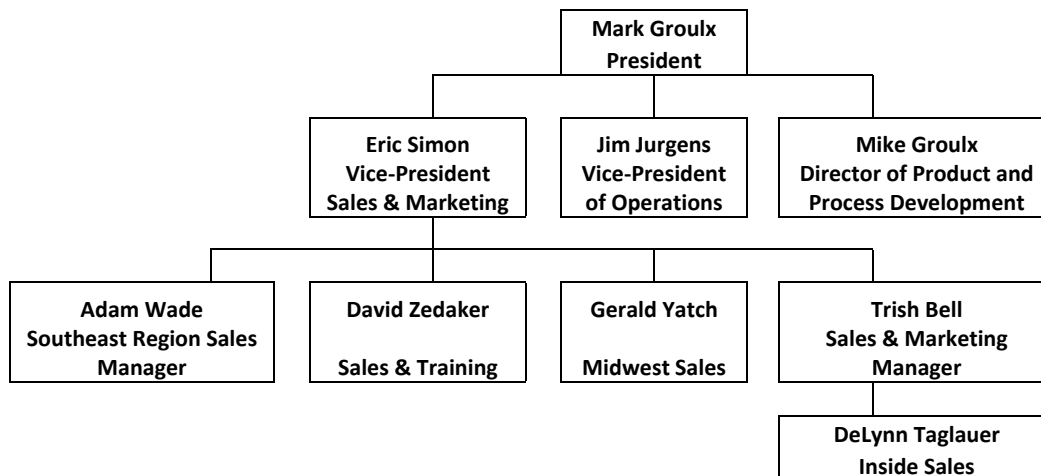
8.6 Key Personnel

The Contractor must appoint one individual(s) who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 8 hours.

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The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30 calendar day training period for replacement personnel.

8.8 Organizational Chart



9. Invoice Credits

Late or improper completion of the Contract Activities will cause loss and damage to the State and Extending Purchasing Participants and it would be impracticable and extremely difficult to fix the actual damage sustained by the State and/or Extending Purchasing Participants. Therefore, if there is late or improper completion of the Contract Activities, the State, and the Ordering Entity are entitled to collect invoice credits in the amount of 2/10th of 1% of the Purchase Order for each day the Contractor fails to remedy the late or improper completion of the Work.

10. Liquidated Damages

Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, the State may assess liquidated damages against Contractor as specified below.

The State is entitled to collect \$500 per individual per day for the removal of any Key Personnel without prior approval of the State.

The State is entitled to collect \$500 per individual per day for an unapproved or untrained key personnel replacement.

STATE OF MICHIGAN

Contract No. 071B7700092

Asphalt Patching Equipment

SCHEDULE C SPECIFICATIONS

Equipment - Purchase, Rent, and/or Lease		
SPEC SECTION		
10	C36-0401-4T-16 Asphalt Heater-Hauler	

10. - Spec. No. 36-0401-4T-16

HEATER, ASPHALT STORAGE, FOUR (4) TON, TRAILER TYPE, DIESEL FIRED, TANDEM AXLE

1.0 HEATER/HAULER

1.1	Heater/hauler shall be tandem axle trailer mounted type with four (4) ton material capacity	YES
1.2	Clearance, running, stop, tail, and turn lights shall be LED type	YES
1.3	Stop and tail lights shall be four (4) light system, stop to be independent of tail lights, 50 inch mounting height	YES
1.4	Pintle type hitch, 3 inch ring, height adjustable between 18 inches and 24 inches	YES
1.5	Safety chains with clip hooks shall be provided which meet or exceed GVW	YES
1.6	Per Schedule E - Trailer Wiring Diagram, trailer connector shall be 7-way round pin Berg type, mounted at rear of frame, wired for turn signals independent of stop, compatible with trailers that have amber or side turn lamps, provided and installed by vendor	YES
1.7	Axles shall be heavy wall, 7,000 pound GVWR with electric trailer brakes, including breakaway	YES
1.8	Springs shall be 2 inch wide double eye leaf type	FALCON'S 14,000 GVWR TRAILERS USE TWO 7,000 LB CAPACITY AXLES MOUNTED WITH 2" WIDE LEAF-SPRINGS - BUT SLIPPER STYLE INSTEAD OF DOUBLE EYE. A DOUBLE EYE SPRING CAN ONLY BE USED ON A SINGLE AXLE TRAILER.
1.9	Tires shall be heavy duty commercial to meet GVWR	YES
1.10	7,000 pound parking jack with caster wheel shall be provided	YES
1.11	Trailer frame shall be 6 inch x 2 inch x 3/16 inch rectangular tubing and 10 inch x 15.3 pound channel	YES
1.12	All welds shall be continuous	YES
1.13	Ground clearance shall be 17 inches to bottom of frame	YES
1.14	Fenders shall be back plated, 10 gauge steel, and bolted on	YES
1.15	Eight (8) crossmembers shall be on the horizontal and four (4) on the vertical	YES
1.16	¼ inch gussets to reinforce burner box and floor	YES
2.0 HOPPER		
2.1	Hopper shall be four (4) ton capacity, triple wall, low profile construction	YES
2.2	1 ½ inch space between material and air walls	YES
2.3	1 ½ inch space between air and insulation walls	YES
2.4	Insulated wall chambers shall hold 2 inches of high heat temperature insulation secure	YES
2.5	Air baffles shall circulate heat	YES
2.6	Center wall heat duct shall be angled inside of hopper	YES
2.7	All panel walls shall be one (1) piece construction	YES
2.8	Inner walls shall be 10 gauge, baffled	YES
2.9	Middle walls shall be 12 gauge, baffled	YES
2.10	Outer walls shall be 14 gauge, screwed to middle with screw heads removable at outer wall	YES
2.11	Heat chambers under floor shall be ¼ inch plate, baffled	YES
2.12	Full hopper access from ground	YES

2.13	Heat shall radiate from front to back and side to side	YES
2.14	Replaceable work table shall be 28 inches from ground	YES
2.15	All corners shall be reinforced with 3 inch overwrap	YES
2.16	One 21 ½ inch x 33 ¾ inch insulated door opening with handle to open with one hand slide	YES
2.17	Open and close latch shall be spring loaded and bolted on	YES
2.18	There shall be an automatic lock action	YES
2.19	Door opening shall provide full access to 51 inches of ¼ inch plate floor for removing asphalt with shovel from ground level	YES
2.20	Capped corner shall have more continuous welds	YES
2.21	Two top loading doors shall be 18 gauge top and bottom, insulated, ¾ bore bearing hinged and bolted	YES
2.22	18 gauge outer skins framed on 1-1/4 inch square tubing with angle iron reinforced cross members	YES
2.23	Doors shall have removable, manually retractable, centered handles constructed of ¾ inch schedule 80 pipe	YES
2.24	7 inch grab handles shall be solid round stock with no open ends	YES
2.25	Bolt on safety latch with ball pin for side loading doors shall be provided	YES
2.26	7 inch grab handles shall be solid round stock with no open ends	YES
2.27	50°F – 500°F thermometer shall be located in back hopper	YES
3.0 HEATING SYSTEM		
3.1	Diesel fuel burner with spark ignition and fuel solenoids powered by 12v system, 105,000BTU	YES
3.2	Automatic recycle on spark system shall be provided	YES
3.3	Fuel for burner shall be controlled by a pressure pump and pressure gauge	YES
3.4	Burner shall be mounted inside of a bolt-on guard box with inspection lid	YES
3.5	A removable bottom drop box insulated with an inspection cover shall be provided	YES
3.6	Fuel tank shall be 30 gallon capacity with spin-on 20 micron inline filter	YES
3.7	Combustion chamber of approximately 100 square inches shall be bolted to the front of hopper	YES
3.8	A stainless steel insert with ceramic wool insulation and removable top cover of combustion chamber for replacement of liner	YES
3.9	Chamber shall be connected to a burner box of 10 inch channel with three (3) cross members 34 inches wide x 51 inches long	YES
4.0 CONTROLS		
4.1	Automatic shut down safety system shall be Cad cell eye control for flame in burner	YES
4.2	Spark ignition coil supply to electrodes shall ignite fuel	YES
4.3	Control shall be by a 1/16 Din microprocessor-based auto temp control	YES
4.4	Deep cycle battery shall be set in battery box ready for recharge	YES
4.5	Automatic temperature control heat system with temperature range of 0°F to 350°F shall be provided	YES
4.6	Burner shall automatically turn on and off as heat is required	YES
4.7	Power switch and digital snap in thermostat shall be in a nema 3r lockable box bolted on hopper	YES
5.0 PAINT		
5.1	Heaters shall have two (2) coats orange to match Dupont IMRON #43106-U or equal	YES
5.2	All wiring, switches, nema boxes, pumps, hoses, etc., shall not be painted	YES
5.3	All bolt on parts shall be disassembled before painting	YES
5.4	All parts, trailer, and hopper shall be sanded and ground smooth of sharp edges, two (2) coats of primer on entire unit	YES
6.0 ACCESSORIES		
6.1	A solvent tank for shovels shall be located on back fender next to access door, bolted on, 8 gallon minimum capacity, for two (2) shovels	YES
6.2	Solvent tank shall have snap bolt top with spring bolt automatic lock drop, spill proof lid, 12 gauge or anti-splash curtain	YES
HEATER, ASPHALT STORAGE, FOUR (4) TON, TRAILER TYPE, DIESEL FIRED, TANDEM AXLE		
Make Offered:		FALCON
Model Offered:		P4D1XI

IT'S A HOT BOX
IT'S A RECYCLER
IT'S A FALCON



IT'S A FALCON

A Falcon makes fixing potholes, repairing utility cuts and patching asphalt easy -- very easy.

When used as a **hot box**, it keeps asphalt hot all day and holds it overnight to eliminate waste that occurs when asphalt hardens in the back of an unheated truck bed.

When used as a **recycler**, it provides year-round access to hot mix asphalt.

Falcon's patented heat management system:

- Is third-party certified to operate at 92% fuel efficiency using less than three gallons of diesel fuel per 8-hour shift.
- Provides even hopper temperatures to help eliminate material scorching from hot spots and material hardening from cold spots.
- Prevents asphalt from cooling during transport by allowing the burner to run while being towed.

Hopper capacities range from 1/2 ton to 10 tons with trailer, dump box, truck-mount, hook-lift and MINI models available with over 100 bolt-on options.

VERSATILE, SAFE, EFFICIENT, DURABLE... IT'S A FALCON!



IT'S A HOT BOX

- Transport asphalt and keep it hot all day.
- Hold hot mix overnight.
- Heat and re-heat cold patch.



IT'S A RECYCLER

- Recycle leftover asphalt.
- Recycle asphalt chunks torn up from the pavement.
- Recycle asphalt millings.



IT'S A FALCON

- Patented heat management system:
 - One-piece, seamless, ceramic combustion chamber rated for 2,300° F.
 - Combustion chamber shape and construction creates a tumbling action that forces a complete blending of fuel, air and heat to achieve high combustion (fuel) efficiency.
 - Independently certified to have 92% fuel efficiency - uses less than 3 gallons of diesel fuel per 8-hour shift.
 - Even hopper temperatures to eliminate:
 - Material scorching from hot spots.
 - Material hardening from cold spots.
 - To prevent material from cooling while being transported, a Falcon is engineered to allow the burner to run while in tow.

U.S. Patent No. 8,465,225

TRAILER MODEL

AVAILABLE IN 2, 3 & 4 TON



IT'S VERSATILE

- Recycle leftover asphalt, chunks and millings.
- Transport asphalt and keep it hot all day.
- Hold hot mix overnight.
- Heat and re-heat cold patch.



DUMP BOX MODEL

AVAILABLE IN 2, 3, 4 & 6 TON



IT'S SAFE

- Rear unloading door handle is located on the curbside...
 - Allows operator to stand out of traffic when using door
 - Keeps operator away from hot asphalt when dump box is raised
- Dump box trailers are constructed with...
 - Two hydraulic cylinders that raise the hopper...
 - Each cylinder acts as a safety backup for the other
 - Dual cylinder design prevents the hopper from twisting if the load is uneven
 - Tandem axle frame to ensure stability when hopper is raised
- Hopper has triple wall construction with high-temperature insulation to keep outer hopper walls safe to the touch



TRUCK-MOUNT MODEL

AVAILABLE IN 2, 3, 4, 5, 6, 8 & 10 TON



IT'S EFFICIENT

- Combustion chamber shape and construction creates a tumbling action that forces a complete blending of fuel, air and heat to achieve high combustion (fuel) efficiency.
- Independently certified to have 92% fuel efficiency...
 - Uses less than 3 gallons of diesel fuel per 8-hour shift.
 - Extremely low carbon and NOX emissions resulting from high combustion efficiency.
- High combustion efficiency helps eliminate dirty cad cell condition caused by un-combusted fuel.
- Triple wall construction with high-temperature insulation – once heat gets in the hopper, it stays in the hopper.



MINI MODEL

AVAILABLE IN 1/2 & 1 TON



IT'S DURABLE

- Trailers are constructed of structural rectangular steel tubing – all welds on frame are continuous with boxed-in and enclosed gussets.
- To ensure even distribution of heat, hopper walls have engineered steel baffles to meter the flow of heat.
- Hopper walls are one-piece, seamless steel construction. To add structural integrity and prevent the hopper from becoming out of square, the hopper walls have 10-gauge steel capping channel on the top and 10-gauge steel corner molding on the sides.
- One-piece, seamless, ceramic combustion chamber is rated for 2,300°F. Seamless combustion chamber design extends useful life of equipment.
- Wiring connections are soldered, sealed, placed in shrink-tubing then covered with high-temperature loom and protected by steel conduit. All wiring is NEMA-3 rated and external to the hopper to prevent damage from heat. Junction box includes circuit breakers to protect the tow-vehicle from the 12-volt trailer wiring and the 12-volt trailer wiring from the tow-vehicle.
- Entire machine is sandblasted then painted with an epoxy primer and urethane finish coat. All accessory bolt-on parts are sandblasted, primed and painted prior to assembly.



STANDARD TECHNICAL SPECIFICATIONS

Patented Heat Management System

- Diesel or propane fuel source
- One-piece, seamless, ceramic combustion chamber rated for 2,300° F
- Combustion chamber designed to create a tumbling action that forces a complete blending of fuel, air and heat to achieve high fuel efficiency
- Certified 92% fuel efficiency — uses less than 3 gallons of diesel fuel per 8-hour shift
- Automatic temperature control
- 12-volt deep cycle marine grade battery
- Average annual diesel burner maintenance cost of \$150

Hopper

- Trailer hopper capacities of 2, 3 & 4 tons
- Dump box hopper capacities of 2, 3, 4 & 6 tons
- Truck-mount hopper capacities of 2, 3, 4, 5, 6, 8 & 10 tons
- MINI hopper capacities of 1/2 & 1 ton
- Triple wall construction
- All four walls are one-piece, seamless steel construction
- 10-gauge capping channel and corner molding add structural integrity to the hopper to prevent it from becoming out of square and to extend equipment's useful life
- Hopper floor is 1/4" steel
- Floor and all four walls are heated and insulated
- Burner-box is located below hopper floor
- Area beyond the back hopper wall is a heated worktable
- Hopper floor is free from any steel wall or divider obstruction

Top Loading Doors

- Fully insulated
- Hinged at the hopper corners with bolt-on, greasable pillow block bearings
- Hydraulic top loading doors standard on 3, 4, 5, 6, 8 & 10 ton truck-mount and 6 ton dump box
- MINI model utilizes hopper tarp cover

Rear Unloading Door

- Handle is located on curbside of hopper to place operator out of traffic when using door
- For ease of opening, door is equipped with replaceable CAM follower bearings
- Hydraulic rear unloading door standard on 3, 4, 5, 6, 8 & 10 ton truck-mount and 6-ton dump box
- MINI model utilizes a removable rear unloading door

Wiring

- Wiring connections are soldered, sealed, placed in shrink-tubing then covered with high-temperature corrugated loom and protected by steel conduit
- Junction box with circuit breakers protects tow-vehicle from trailer and trailer from tow-vehicle
- All wiring external to hopper to prevent heat damage
- All wiring and enclosures are NEMA-3 rated

Frame

- Electric brakes with safety breakaway (surge brakes optional)
- Single axle (1/2, 1 & 2 ton) or tandem axle (2, 3, 4 & 6 ton)
- Trailer frame constructed of structural rectangular steel tubing with boxed-in and enclosed gussets
- All welds on frame are continuous
- Pintle eye hitch is adjustable from 18" to 32" (tandem axle)

Dump Box

- Tilts hopper by means of two hydraulic cylinders
- Each cylinder acts as a safety backup to the other
- Trailer frame and hopper have 45° angled steel guides that center the lowered hopper to minimize cylinder wear

Paint

- Sandblasted then painted with two coats of epoxy primer and urethane finish
- All accessory bolt-on parts are sandblasted, primed and painted prior to assembly
- Standard colors include red, yellow, orange and black

FMCSA and NATM compliant

RECYCLING!

Our patented technology uses indirect, radiant heat to break down leftover asphalt, chunks and millings.

Hardened asphalt is mixed with rejuvenator by coating it during the hopper loading process. It is then heated overnight at the lowest possible temperature to retain the original oil content and to give the rejuvenator time to absorb into the asphalt.

Protecting original oils is the key to returning asphalt to its original state.

Earlier recycling methods shot a direct open flame onto hardened asphalt. This method burns off the original oils making the asphalt dry. Black oily smoke produced by these older recycling methods is evidence of oil loss.

By using indirect, radiant heat, Falcon solved the problem of oil loss caused by recycling with a direct open flame.

WHY SHOULD YOU RECYCLE?

- Don't waste leftover asphalt, chunks and millings — recycle them.
- Make permanent hot mix repairs year-round — eliminate temporary cold patch repairs.
- Save time traveling to the asphalt plant and waiting in line.
- Have on-site access to affordable hot mix asphalt year-round.

WHY CAN A FALCON RECYCLE?

We protect the original oils

- Protecting the original oils is the key to returning asphalt to its original state.
- Falcon protects the original oils by using indirect, radiant heat to break down the hardened asphalt at the lowest possible temperature.

We use heat very efficiently

- Combustion chamber shape and construction yields 92% fuel efficiency to make recycling affordable.
- High-density insulation retains hopper heat required to break down asphalt.
- Upper burner and cross ducts distribute heat through the center of the hopper.

We build equipment that takes “the heat and the hit”

- Heat management system components are built to withstand temperatures required for recycling asphalt.
- Hopper is built to withstand drops of large chunks of hardened asphalt from a front loader.

WHY RECYCLE OVERNIGHT?

- Protect the original oils – Time is available to slowly heat the hardened asphalt at the lowest possible temperature.
- Save time and money – Asphalt is ready at the beginning of the work shift leaving the entire day for making repairs.
- It's simple – Hardened asphalt is mixed with rejuvenator by coating it during the hopper loading process.

WHAT CAN A FALCON RECYCLE?



ASPHALT CHUNKS



LEFTOVER ASPHALT



ASPHALT MILLINGS

ASPHALT RECYCLING PROCESS



COAT ASPHALT WITH REJUVENATOR



LOAD HOPPER



RECYCLE ASPHALT OVERNIGHT



BUILD YOUR BIRD

Trailer Model

- ☐ Dump Box for Trailer Units
(12-volt electric over hydraulic; tandem axle)
- ☐ Extended Frame
(2 or 4 foot extension)
- ☐ Hydraulic Unloading and Loading Doors
(12-volt electric over hydraulic)

Fuel Source

- ☐ Diesel Burner / Auto Temp Control / 12-Volt Battery
- ☐ Propane Burner / Auto Temp Control / 12-Volt Battery (propane tanks not included)
- ☐ Cold Weather Package
(DAVCO diesel fuel preheater)
- ☐ Diesel Burner Tune-Up Kit

Asphalt Recycling Options

- ☐ Dual Burner Recycling Package
(2nd burner, 2nd heat duct and 24-hour timer included)
- ☐ Spray System for Heated Rejuvenator or Tack
(for spraying water-based rejuvenator or tack only)
- ☐ Hose Reel (for spray system)
- ☐ Battery Charger Package
- ☐ Timer - 24-Hour
- ☐ Timer - 7-Day

Truck-Mount Model

- ☐ Upgrade Hydraulic Loading Doors to Bi-Fold
(recommended for all truck-mount units with hydraulic doors)
- ☐ Hook Lift Sub-Frame

Warning Light Options

- ☐ Arrow Board (LED or non-LED)
- ☐ Arrow Stick (LED or non-LED)
- ☐ Backup Lights
- ☐ LED Lighting Upgrade
(two red LED 4" round stop/tail/turn lights per side)
- ☐ LED Lighting Upgrade
(one red LED 4" round stop/tail/turn light and one amber strobe per side)
- ☐ LED Lighting Upgrade
(two red LED 4" round stop/tail/turn lights and one amber strobe per side)
- ☐ Night Work Lights (LED or non-LED)
- ☐ Warning Light / STROBE

Asphalt Rejuvenator and Release Agent

- ☐ Rejuvenating Liquid for Asphalt Recycling
(5-gallon pail or 55-gallon drum)
- ☐ Asphalt Release Agent
(5-gallon pail or 55-gallon drum)
- ☐ Asphalt Release Agent Dispenser Holder for Solvent Sprayer (sprayer not included)

Rejuvenator / Emulsion Tack Tank Options

- ☐ 15 or 30 Gallon Non-Heated/Non-Insulated Gravity Feed
- ☐ 15 or 30 Gallon Non-Heated/Insulated Gravity Feed
- ☐ 15 or 30 Gallon Heated/Insulated Gravity Feed (dedicated burner)
- ☐ Oil-Jacketed Heated Tack Tank Upgrade (for petroleum-based liquid material only)
- ☐ Spray System for Heated Tack (for spraying water-based tack only)
- ☐ Hose Reel (for spray system)
- ☐ Pour Pot with Mounting Bracket

Compaction Equipment & Mounting Options

- ☐ Bomag Plate Compactor
14" x 22" plate - w/o water (BVP10/36-2)
or w/ water (BVP10/36-2W)
18" x 22" plate - w/o water (BVP18/45-2)
or w/ water (BVP18/45-2W)
- ☐ Bomag Plate Compactor Wheels
- ☐ VIBCO Vibratory Roller (GR-1600) - 8" x 12" Drum
- ☐ VIBCO Vibratory Roller (GR-3200) - 18" x 24" Drum
- ☐ Basket for Mounting Plate Compactor or Roller (ID 24" x 24")
- ☐ Hoist with Manual Winch
- ☐ Hoist with 12-Volt Winch
- ☐ Infrared Transporter (includes hoist with 12-volt winch)

Other Equipment & Options

- ☐ 16" Tire Upgrade
- ☐ Backup Alarm
- ☐ Battery Charger Package
- ☐ Drinking Water Cooler
- ☐ Emergency Stop Button
- ☐ Extended Trailer Hitch (2 or 3 feet total)
- ☐ Fire Extinguisher (5 or 10 pound) with Mounting Bracket
- ☐ Front and Rear Hopper Extensions
- ☐ Hand-Held Torch with Bracket for 20 lb. Cylinder (propane tank not included)
- ☐ Propane Torch Hose Reel
- ☐ Hour Meter (for primary burner)
- ☐ Matching Spare Tire On Wheel
- ☐ Spare Tire Mounting Bracket
- ☐ Hopper Access Step
- ☐ 50/550 Analog Thermometer
- ☐ Timer - 24-Hour
- ☐ Timer - 7-Day
- ☐ Tool Holder - 2, 3, 4 or 5-Positions
- ☐ Toolbox - 10" W x 10" H x 25" L
- ☐ Warning Triangles
- ☐ Water Tank (15-gallons)
- ☐ Wheel Chocks with Mounting Bracket

Asphalt Volume Calculator

- ☐ 1 Ton: 6' x 6' x 4" Depth
- ☐ 2 Ton: 9' x 9' x 4" Depth
- ☐ 3 Ton: 11' x 11' x 4" Depth
- ☐ 4 Ton: 12' x 13' x 4" Depth
- ☐ 5 Ton 14' x 14' x 4" Depth
- ☐ 6 Ton 15' x 16' x 4" Depth
- ☐ 8 Ton 18' x 18' x 4" Depth
- ☐ 10 Ton 20' x 20' x 4" Depth

IT'S A HOT BOX
IT'S A RECYCLER
IT'S A FALCON



U.S. Patent No. 8,465,225

Available on Competitively Bid NJPA National Contract - #113012-FRM

Falcon Road Maintenance Equipment, Inc. - Midland, MI - (989) 495-9332 - www.falconrme.com









Order Now, Ships in 5 Days

1-844-644-5DAY

It's a hot box
It's a recycler
It's a FALCON

Falcon NOW

With Falcon NOW, you get...

-  A customizable machine that will ship within five days from the date of order
-  A standard two-year warranty
-  A lifetime warranty on the frame
-  Special lease rates from United Leasing

Available trailer sizes: 6-ton dual burner,
4-ton dual burner, 4-ton single burner,
1-ton Mini

Available slip-in size: 2-ton single burner

Versatile - Efficient - Durable - Safe

Falcon's commitment to delivering the safest and most versatile asphalt patcher in the industry will never change. Our Falcon products are engineered to make the job of asphalt repair safe and cost effective. We take pride in developing reliable products that contribute to environmental sustainability. NOW get your Falcon made to order and shipped in just five days!

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6 TON RECYCLER



Standard Equipment:

6-Ton Hopper	Single Frame Extension
Dump Box	Two 10K LB Torsion Axles
Triple Wall Insulated Construction	17.5" Tires
Dual Burner Recycling Package (2nd Burner, 2nd Heat Duct and 24-Hour Timer Included)	Electric Brakes w/ Safety Breakaway
Automatic Temperature Control	LED Lighting - Two Red Stop/Tail/ Turn Lights and One Amber Strobe Per Side
Diesel Fuel Source	Night Work Lights - LED
VIP Burner Protection System	LED Strobe Warning Light
Ceramic One-Piece Combustion Chamber	Hi-Visibility Safety Tape
Two 12-Volt Batteries	Release Agent Sprayer Bracket
Battery Charger Package	Tool Holder 3-Positions
Trailer Frame - 2" x 8" x 1/4 Tubular Steel	Paint: Falcon Red

Customizable Options - (Build your Bird)

- | | |
|---|--|
| <input type="checkbox"/> 30-Gallon Heated Tack Tank | <input type="checkbox"/> Hoist with 12-volt Electric Winch |
| <input type="checkbox"/> Pour Pot Bracket | <input type="checkbox"/> Spare Tire |
| <input type="checkbox"/> Propane Torch | <input type="checkbox"/> Spare Tire Bracket |
| <input type="checkbox"/> Rejuvenator Spray System | <input type="checkbox"/> Fire Extinguisher (5 LB) |
| <input type="checkbox"/> Spray System Hose Reel | <input type="checkbox"/> Wheel Chocks |
| <input type="checkbox"/> Compactor/Roller Basket | <input type="checkbox"/> Document Holder |
| <input type="checkbox"/> Bomag BVP18/45-2W w/Wheels | <input type="checkbox"/> Slow Moving Vehicle Sign |
| <input type="checkbox"/> VIBCO Roller GR1600 | <input type="checkbox"/> Rejuvenator Fluid |
| <input type="checkbox"/> Hoist with Manual Winch | <input type="checkbox"/> Asphalt Release Agent |

4 TON RECYCLER



Standard Equipment:

- 4-Ton Hopper
- Dump Box
- Triple Wall Insulated Construction
- Dual Burner Recycling Package (2nd Burner, 2nd Heat Duct and 24-Hour Timer Included)
- Automatic Temperature Control
- Diesel Fuel Source
- VIP Burner Protection System
- Ceramic One-Piece Combustion Chamber
- Two 12-Volt Batteries
- Battery Charger Package
- Trailer Frame - 2" x 6" x 3/16" Tubular Steel
- Single Frame Extension
- Two 7K LB Slipper Spring Axles
- 16" Tires, ST235/80R, Load Range E
- Electric Brakes w/ Safety Breakaway
- LED Lighting - Two Red Stop/Tail/Turn Lights and One Amber Strobe Per Side
- Night Work Lights - LED
- LED Strobe Warning Light
- Hi-Visibility Safety Tape
- Release Agent Sprayer Bracket
- Tool Holder - 3-Positions
- Paint: Falcon Red

Customizable Options - (Build your Bird)

- ☐ 30-Gallon Heated Tack Tank
- ☐ Rejuvenator Spray System
- ☐ Pour Pot Bracket
- ☐ Propane Torch
- ☐ Spray System Hose Reel
- ☐ Compactor/Roller Basket
- ☐ Bomag BVP18/45-2W w/Wheels
- ☐ VIBCO Roller GR1600
- ☐ Hoist with Manual Winch
- ☐ Hoist with 12-volt Electric Winch
- ☐ Spare Tire
- ☐ Spare Tire Bracket
- ☐ Fire Extinguisher (5 LB)
- ☐ Wheel Chocks
- ☐ Document Holder
- ☐ Slow Moving Vehicle Decal
- ☐ Rejuvenator Fluid
- ☐ Asphalt Release Agent

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4 TON TRANSPORTER



Standard Equipment:

4-Ton Hopper
Dump Box
Triple Wall Insulated Construction
Single Diesel Burner
Automatic Temperature Control
VIP Burner Protection System
Ceramic One-Piece Combustion Chamber
12-Volt Battery
Battery Charger Package
Trailer Frame - 2" x 6" x 3/16" Tubular Steel

Single Frame Extension
Two 7K LB Slipper Spring Axles
16" Tires, ST235/80R, Load Range E
Electric Brakes w/ Safety Breakaway
LED Lighting - Two Red Stop/Tail/
Turn Lights and One Amber Strobe
Per Side
Night Work Lights - LED
Hi-Visibility Safety Tape
Release Agent Sprayer Bracket
Tool Holder - 3-Positions
Paint: Falcon Red

Customizable Options - (Build your Bird)

- ☐ 30-Gallon Heated Tack Tank
- ☐ Pour Pot Bracket
- ☐ Propane Torch
- ☐ Rejuvenator Spray System
- ☐ Spray System Hose Reel
- ☐ Compactor/Roller Basket
- ☐ Bomag BVP18/45-2W w/Wheels
- ☐ VIBCO Roller GR1600
- ☐ Hoist with Manual Winch

- ☐ Hoist with 12-Volt Electric Winch
- ☐ Spare Tire
- ☐ Spare Tire Bracket
- ☐ Fire Extinguisher (5 LB)
- ☐ Wheel Chocks
- ☐ Document Holder
- ☐ Slow Moving Vehicle Decal
- ☐ Rejuvenator Fluid
- ☐ Asphalt Release Agent

2 TON SLIP-IN & 1 TON MINI

2-Ton Slip-In

Standard Equipment:

2-Ton Hopper
12-Volt Battery
Triple Wall Insulated Construction
Automatic Temperature Control
Single Diesel Burner
VIP Burner Protection System
Ceramic One-Piece Combustion Chamber
Shoveling Apron
Battery Charger Package
Timer: 24-Hour
Paint: Falcon Red



Customizable Options - (Build Your Bird)

- ☐ Fire Extinguisher (5 LB)
- ☐ Slow Moving Vehicle Decal
- ☐ Rejuvenator Fluid
- ☐ Asphalt Release Agent

1-Ton Falcon MINI Asphalt Recycler & Hot Box

Standard Equipment:

1-Ton Hopper
12-Volt Battery
Triple Wall Insulated Construction
Automatic Temperature Control
Single Axle Trailer
Electric Brakes with Safety Breakaway
Hopper Tarp Cover
Single Propane Burner with Electronic Spark Ignition
Shoveling Apron
Battery Charger Package
24-Hour Timer
Paint: Falcon Red



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CUSTOMIZABLE OPTIONS



30 Gallon Heated
Tack Tank



Rejuvenator Spray
System



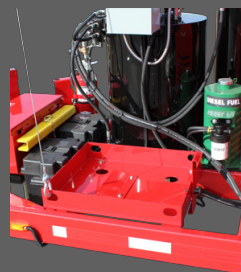
Spray System Hose Reel



Pour Pot Bracket



Hoist w/ Manual or
12-Volt Electric Winch



Compactor/Roller Basket



Bomag BVP18/45-2W
w/Wheels



VIBCO Roller GR1600



Propane Torch



Spare Tire Bracket
w/ Matching Spare Tire



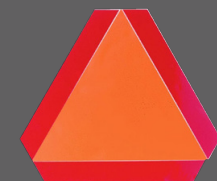
Fire Extinguisher (5 LB)



Wheel Chocks



Document Holder



Slow Moving Vehicle
Decal

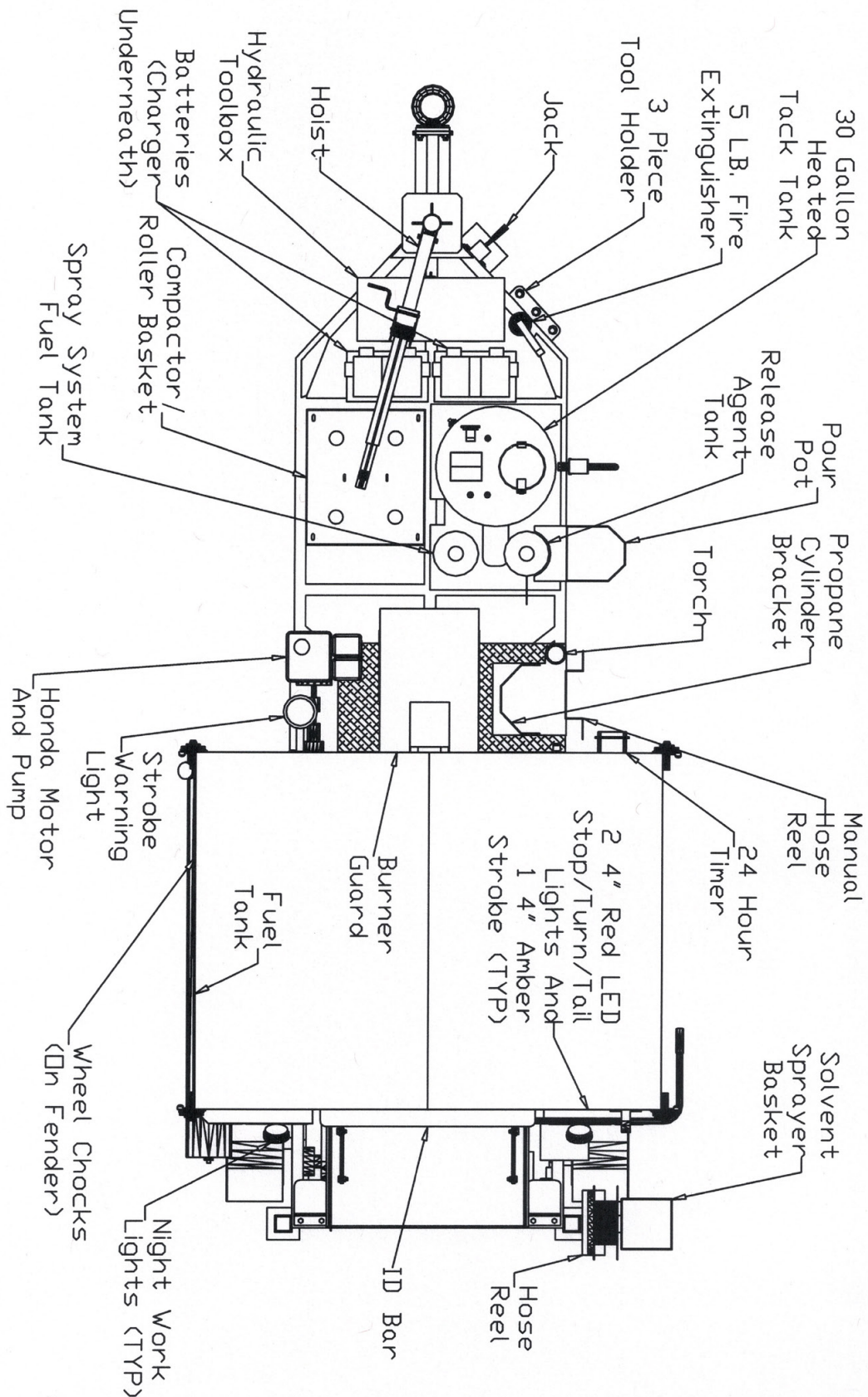


Rejuvenator Fluid

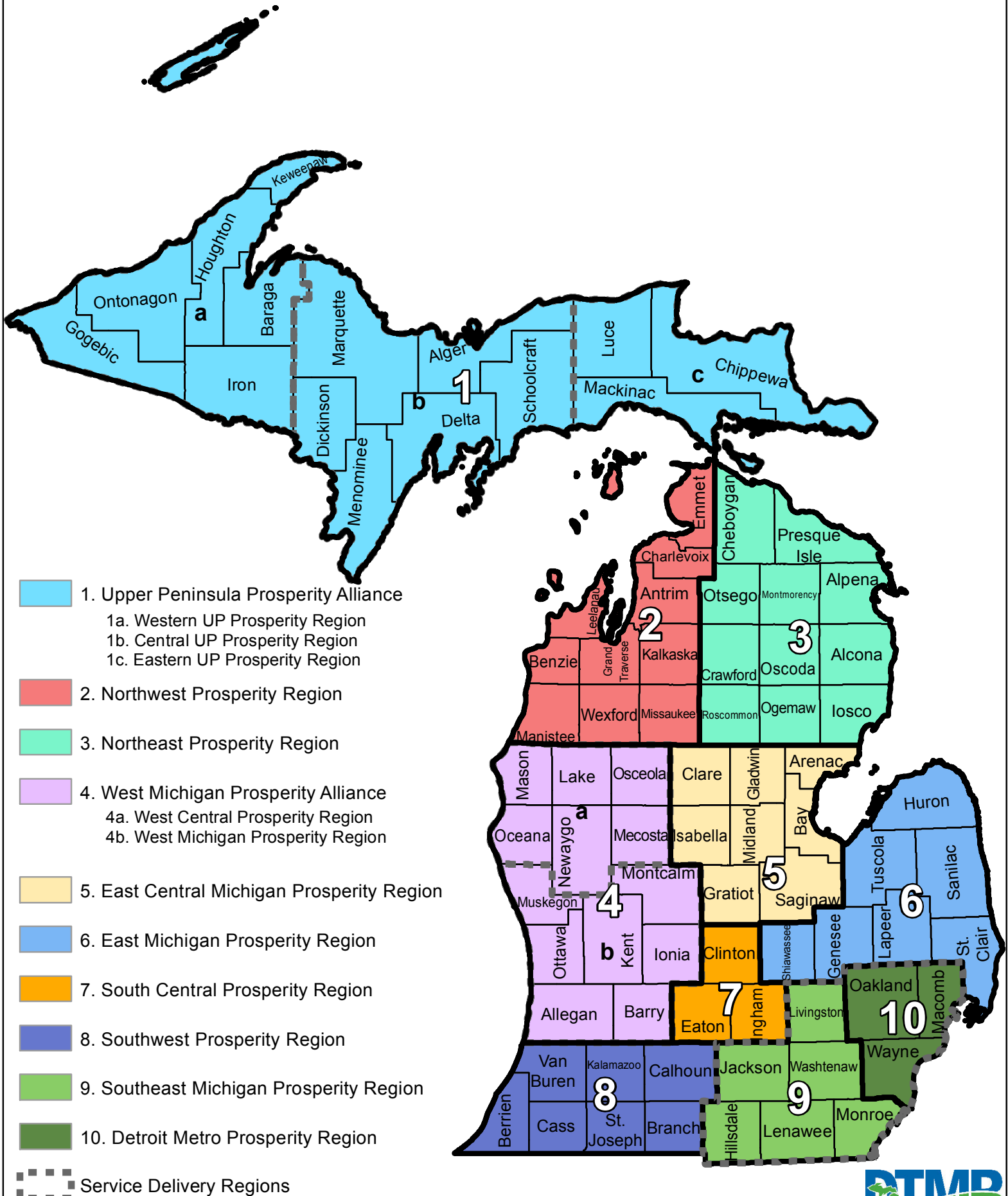


Asphalt Release Agent

OPTIONS DIAGRAM



State of Michigan Prosperity Regions



CONTRACT # 071B7700092 - AWARDED SPECIFICATIONS FOR PURCHASE					DELIVERY
Spec #	EQUIPMENT MAKE & MODEL:	EQUIPMENT CATEGORY	Quoted Price	Hourly rate for training (per Schedule A, Statement of Work, section A.,3.3)	Per mile from Contractor's nearest dealer location
10	C36-0401-4T-16 Asphalt Heater-Hauler - FALCON P4D1XI	Asphalt Heater	\$15,408.00	\$0.00	\$ 1.00

Catalog Pricing For PURCHASE								DELIVERY
Item #	EQUIPMENT MAKE & MODEL:	EQUIPMENT CATEGORY	MSRP	% Discount Off MSRP	Discount	Set-Up Fees	Total cost with set-up	Per mile from Contractor's nearest dealer location
1	FALCON / P4D1XI BASE MODEL (No Options)	Asphalt Heater	\$21,556	30.91%	\$6,662.06	included	\$14,894	\$1.00
2	dump box power up/down capability	Asphalt Heater	\$4,769	7.3%	\$348.14	included	\$4,420.86	na
3	dump box power up/down capability	Asphalt Heater	\$314	7.3%	\$22.92	included	\$291.08	na
4	rear mounting of hydraulic pendants (price per pendant)	Asphalt Heater	\$42	7.3%	\$3.07	included	\$38.93	na
5	single frame extension	Asphalt Heater	\$217	7.3%	\$15.84	included	\$201.16	na
6	double frame extension (includes two 7K torsion axles, 2x8 frame material, double extended frame)	Asphalt Heater	\$2,014	7.3%	\$147.02	included	\$1,866.98	na
7	hydraulic unloading and loading doors for trailer model (12v electric over hydraulic pump)	Asphalt Heater	\$3,717	7.3%	\$271.34	included	\$3,445.66	na
8	single hydraulic unloading door (manual loading doors)	Asphalt Heater	\$1,694	7.3%	\$123.66	included	\$1,570.34	na
9	bifold loading doors upgrade for hydraulic loading door option	Asphalt Heater	\$1,389	7.3%	\$101.40	included	\$1,287.60	na
10	starter buddy (non-mobile diesel fuel preheater)	Asphalt Heater	\$316	7.3%	\$23.07	included	\$292.93	na
11	Dual diesel burner recycling package with 24-hour timer	Asphalt Heater	\$4,831	7.3%	\$352.66	included	\$4,478.34	na
12	Dual diesel burner recycling package with 7-day timer	Asphalt Heater	\$4,957	7.3%	\$361.86	included	\$4,595.14	na
13	Electric overnight heat (110V system) (TWO 110V PLUGS / 1500 Watts)	Asphalt Heater	\$4,444	7.3%	\$324.41	included	\$4,119.59	na
14	Electric overnight heat (240V System) (ONE 240V PLUG / 1500 Watts)	Asphalt Heater	\$2,735	7.3%	\$199.66	included	\$2,535.35	na
15	Oil Jacketed Hopper	Asphalt Heater	\$3,788	7.3%	\$276.52	included	\$3,511.48	na
16	tandem axle surge brakes (spring axles only / Not Torsion Axles)	Asphalt Heater	\$1,382	7.3%	\$100.89	included	\$1,281.11	na
17	single torsion axle (7K) (electric brakes)	Asphalt Heater	\$470	7.3%	\$34.31	included	\$435.69	na
18	tandem torsion axle (7K) (electric brakes)	Asphalt Heater	\$940	7.3%	\$68.62	included	\$871.38	na
19	arrow board non LED	Asphalt Heater	\$1,442	7.3%	\$105.27	included	\$1,336.73	na
20	arrow board (LED)	Asphalt Heater	\$1,894	7.3%	\$138.26	included	\$1,755.74	na
21	arrow stick LED	Asphalt Heater	\$1,218	7.3%	\$88.91	included	\$1,129.09	na
22	backup lights	Asphalt Heater	\$236	7.3%	\$17.23	included	\$218.77	na
23	one red LED and one amber strobe per side	Asphalt Heater	\$389	7.3%	\$28.40	included	\$360.60	na
24	two red LED and one amber strobe per side	Asphalt Heater	\$547	7.3%	\$39.93	included	\$507.07	na
25	night work lights (LED)	Asphalt Heater	\$426	7.3%	\$31.10	included	\$394.90	na
26	warning light / strobe with mounting bracket on front hopper wall (each)	Asphalt Heater	\$442	7.3%	\$32.27	included	\$409.73	na
27	warning light / strobe with mounting bracket on rear of hopper loading door (each)	Asphalt Heater	\$229	7.3%	\$16.72	included	\$212.28	na
28	bracket for release agent sprayer (8 inch x 8 inch)	Asphalt Heater	\$297	7.3%	\$21.68	included	\$275.32	na
29	30 gallon non-heated/non-insulated	Asphalt Heater	\$1,146	7.3%	\$83.66	included	\$1,062.34	na
30	30 gallon heated/insulated	Asphalt Heater	\$3,646	7.3%	\$266.16	included	\$3,379.84	na
31	30-gallon heated/insulated ac heater	Asphalt Heater	\$6,285	7.3%	\$458.81	included	\$5,826.20	na
32	spray system RSS (5.5 HP)	Asphalt Heater	\$3,472	7.3%	\$253.46	included	\$3,218.54	na
33	rejuv spray system hose reel	Asphalt Heater	\$729	7.3%	\$53.22	included	\$675.78	na
34	Watering can and bracket	Asphalt Heater	\$282	7.3%	\$20.59	included	\$261.41	na
35	basket for mounting plate compactor (24x24)	Asphalt Heater	\$268	7.3%	\$19.56	included	\$248.44	na
36	hoist with manual winch with 250 lift capacity	Asphalt Heater	\$758	7.3%	\$55.33	included	\$702.67	na
37	hoist with 12-volt winch 250 lbs lift capacity	Asphalt Heater	\$1,087	7.3%	\$79.35	included	\$1,007.65	na
38	water tank (15 gallons) with mounting bracket	Asphalt Heater	\$436	7.3%	\$31.83	included	\$404.17	na
39	bomag compactor 18/45-2W	Asphalt Heater	\$2,787	7.3%	\$203.45	included	\$2,583.55	na
40	bomag compactor wheels	Asphalt Heater	\$297	7.3%	\$21.68	included	\$275.32	na
41	Cold weather package (12v Mobile)	Asphalt Heater	\$1,333	7.3%	\$97.31	included	\$1,235.69	na
42	16 tandem axle tire upgrade	Asphalt Heater	\$631	7.3%	\$46.06	included	\$584.94	na
43	backup alarm	Asphalt Heater	\$175	7.3%	\$12.78	included	\$162.23	na
44	battery charger	Asphalt Heater	\$564	7.3%	\$41.17	included	\$522.83	na
45	document holder (JAMES KING)	Asphalt Heater	\$105	7.3%	\$7.67	included	\$97.34	na
46	emergency stop button	Asphalt Heater	\$393	7.3%	\$28.69	included	\$364.31	na
47	Extended trailer hitch - 2 feet	Asphalt Heater	\$189	7.3%	\$13.80	included	\$175.20	na
48	Extended trailer hitch - 3 feet (electirc brakes trailer only)	Asphalt Heater	\$224	7.3%	\$16.35	included	\$207.65	na
49	5lb extinguisher	Asphalt Heater	\$224	7.3%	\$16.35	included	\$207.65	na
50	10lb extinguisher	Asphalt Heater	\$278	7.3%	\$20.29	included	\$257.71	na
51	hopper extensions	Asphalt Heater	\$554	7.3%	\$40.44	included	\$513.56	na
52	hour meter	Asphalt Heater	\$175	7.3%	\$12.78	included	\$162.23	na
53	Loading door gas assist shocks	Asphalt Heater	\$403	7.3%	\$29.42	included	\$373.58	na
54	propane torch with 20 lb cylinder bracket	Asphalt Heater	\$491	7.3%	\$35.84	included	\$455.16	na
55	propane torch hose reel	Asphalt Heater	\$764	7.3%	\$55.77	included	\$708.23	na
56	slow moving vehicle decal	Asphalt Heater	\$70	7.3%	\$5.11	included	\$64.89	na
57	spare tire on 9 in wheel	Asphalt Heater	\$260	7.3%	\$18.98	included	\$241.02	na
58	spare tire on 16 in wheel	Asphalt Heater	\$295	7.3%	\$21.54	included	\$273.47	na
59	spare tire holder	Asphalt Heater	\$316	7.3%	\$23.07	included	\$292.93	na
60	Step to hopper access platform 8 x 20	Asphalt Heater	\$215	7.3%	\$15.70	included	\$199.31	na
61	24 hour timer	Asphalt Heater	\$344	7.3%	\$25.11	included	\$318.89	na
62	7 day timer	Asphalt Heater	\$470	7.3%	\$34.31	included	\$435.69	na

63	tool box - 10 inch x 10 inch x 25 inch	Asphalt Heater	\$393	7.3%	\$28.69	included	\$364.31	na
64	tool holder - 2 positions	Asphalt Heater	\$105	7.3%	\$7.67	included	\$97.34	na
65	tool holder - 3 positions	Asphalt Heater	\$119	7.3%	\$8.69	included	\$110.31	na
66	tool holder - 5 positions	Asphalt Heater	\$174	7.3%	\$12.70	included	\$161.30	na
67	washdown System	Asphalt Heater	\$807	7.3%	\$58.91	included	\$748.09	na
68	washdown system hose reel	Asphalt Heater	\$729	7.3%	\$53.22	included	\$675.78	na
69	wheel chocks	Asphalt Heater	\$245	7.3%	\$17.89	included	\$227.12	na

[illegible]

DELIVERY - Lump sum cost per region (per Schedule D, Prosperity Regional Map)

[illegible]

Catalog Pricing For RENTAL										DELIVERY - Lump sum cost per region (per Schedule D, Prosperity Regional Map)												
Item #	EQUIPMENT MAKE & MODEL:	EQUIPMENT CATEGORY	Standard Daily Rental	Discounted Daily Rental	Standard Weekly Rental	Discounted Weekly Rental	Standard Monthly Rental	Discounted Monthly Rental	% Discount Off Standard Rates	1a. Western UP	1b. Central UP	1c. Eastern UP	2. Northwest	3. Northeast	4a. West Central	4b. West Michigan	5. East Central	6. East	7. South Central	8. Southwest	9. Southeast	10. Detroit Metro
1	FALCON / P4D1XI base unit	Asphalt Heater	\$400	\$350	\$825	\$722	\$2,450	\$2,144	12.50%	\$250	\$250	\$250	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Notes:																						
NO OPTION PRICING FOR RENTAL UNITS																						

DELIVERY - Lump sum cost per region (per Schedule D, Prosperity Regional Map)

[illegible]

Notes:

NO OPTION PRICING FOR RENTAL UNITS