STATE OF MICHIGAN PROCUREMENT

Department Technology, Management and Budget
Central Procurement Services
320 S Walnut Street Lansing, MI 48933
P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**
to
Contract Number **MA240000000162**

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

STATE			
	Program Manager	Various	Various
	Contract Administrator	Melissa Beck	DTMB
		517-897-1502	
		beckm3@michigan.gov	

CONTRACT SUMMARY			
Purchase, Rental, Parts, and Maintenance & Repair for Agricultural, Grounds, Turf, Earth Moving, and Roadside, Maintenance Equipment			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
January 16, 2024	January 16, 2029	5 - 1 Year	January 16, 2029
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
F.O.B. Destination			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐	0 Years	
CURRENT VALUE	**VALUE OF CHANGE NOTICE**		**ESTIMATED AGGREGATE CONTRACT VALUE**	
$700,000.00	$0.00		$700,000.00	

DESCRIPTION
Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice. Effective February 4, 2026, the current Schedule B - Pricing is deleted and replaced with the new attached Schedule B - Pricing. All other terms, conditions, specifications and pricing remain the same. Per contractor and agencyagreement, and DTMB Central Procurement approval.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
MDOC	Eames E. Groenleer	5175814867	GroenleerE@michigan.gov
MDOT	Erin Reincke		ReinckeE@michigan.gov

SCHEDULE B - PRICING

MA No. 240000000162

Purchase, Rental, Parts and Maintenance & Repair for Agricultural, Grounds, Turf, Earth Moving and Roadside Maintenance Equipment.

1. Quotes are required for all purchases, rentals, or parts, maintenance & repair. Quotes must include all cost, including but not limited to, any one-time or set-up charges, fees and potential costs that the Contractor may charge the State. When applicable, installation and familiarization must be included at no additional cost to the State.

2. The Contractor must provide a minimum discount of 2%. The Contractor may offer higher discounted rates or promotional pricing at any time.

Eligible Product Lines:

For purchase: Asphalt Heater.

For rental: Asphalt Heater.

The State reserves the right to order the Contractor's full line of business offerings.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

CONTRACT CHANGE NOTICE

Change Notice Number **1**
to
Contract Number **MA240000000162**

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

STATE			
	Program Manager	Various	Various
	Contract Administrator	Melissa Beck	
		517-897-1502	
		beckm3@michigan.gov	

CONTRACT SUMMARY			
Purchase, Rental, Parts, and Maintenance & Repair for Agricultural, Grounds, Turf, Earth Moving, and Roadside, Maintenance Equipment			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
January 16, 2024	January 16, 2029	5 - 1 Year	January 16, 2029
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
45 Days			
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
F.O.B. Destination			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐	0 Years	
CURRENT VALUE	**VALUE OF CHANGE NOTICE**		**ESTIMATED AGGREGATE CONTRACT VALUE**	
$700,000.00	$0.00		$700,000.00	

DESCRIPTION
Effective August 1, 2025, the contract administrator is being updated to: Melissa Beck Beckm3@michigan.gov 517-897-1502 All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
MDOC	Eames E. Groenleer	5175814867	GroenleerE@michigan.gov
MDOT	Erin Reincke		ReinckeE@michigan.gov

Schedule B – Pricing

Please follow this link for Schedule B – Pricing:

240000000162---Schedule-B-Pricing.pdf (michigan.gov)

STATE OF MICHIGAN PROCUREMENT

Department of Technology, Management, and Budget
320 South Walnut, Lansing, Michigan 48933
P.O. Box 30026 Lansing, Michigan 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **240000000162**
between
THE STATE OF MICHIGAN
and

CONTRACTOR	
	Falcon Road Maintenance Equipment
	2600 W Salzburg
	Freeland, Ml 48623
	Trish Bell
	(248) 860-6064
	trish@falconrme.com
	CV0002333

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

CONTRACT SUMMARY			
DESCRIPTION: Purchase, Rental, Parts, and Maintenance & Repair for Agricultural, Grounds, Turf, Earth Moving, and Roadside, Maintenance Equipment			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
January 16, 2024	January 16, 2029	5, one year	
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
45 Days			
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
F.O.B. Destination			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #230000002854. Orders for delivery will be issued directly by the Department in accordance to Schedule A, section 9.1 Authorizing Document.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			**$700,000.00**

FOR THE CONTRACTOR:

Falcon Road Maintenance Equipment
Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Yvon Dufour – Category Specialist
Name & Title

DTMB Procurement
Agency

Date

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 16, 2024 ("**Effective Date**"), and unless terminated, expires on January 16, 2029.

This Contract may be renewed for up to five (5) 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:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables (the "**Contract Activities**") described in a Statement of Work, the initial Statement of Work is attached as Schedule A – Statement of Work. 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 unless otherwise specified in a Statement of Work.

   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) 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; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) 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.

2. **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:
See Contract Administrator information shown below.	Trish Bell – Sales & Marketing Manager 2600 W Salzburg Freeland, MI 48623 trish@falconrme.com (248) 860-6064

3. **Contract Administrator.** The Contract Administrator, or the individual duly authorized 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 300-320 South Walnut Street, Elliot Larsen Building, 2nd Floor. Lansing, MI 48933 dufoury@michigan.gov (517) 249-0455	Trish Bell – Sales & Marketing Manager 2600 W Salzburg Freeland, MI 48623 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 2600 W Salzburg Freeland, MI 48623 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 a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.**
See Schedule C

7. Administrative Fee and Reporting Contractor must pay an administrative fee of **1%** 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 online by check or credit card at: https://www.thepayplace.com/mi/dtmb/adminfee

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 MiDeal@michigan.gov.

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) 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. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. 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. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

10. **Intellectual Property Rights.** If a Statement of Work requires Contractor to create any intellectual property, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

11. **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.

12. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.

13. **Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in a Statement of Work, 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.

14. **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.

15. **Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, 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.

16. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.

17. **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 a Statement of Work. 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 24, 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.

18. **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 a Statement of Work. All containers and packaging become the State's exclusive property upon acceptance.

19. **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.

20. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in a Statement of Work. 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.

21. **Invoices and 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 provided as specified in a Statement of Work. 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 fees are exclusive 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/SIGMAVSS 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.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

22. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in a Statement of Work. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events

causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

23. **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 delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

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

    (b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (i) cease performance immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contactor for Contract Activities accepted by the State under this Contract or (ii) 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 25, 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. Contractor must promptly reimburse to the State any fees prepaid by the State prorated to the date of such termination, including any prepaid fees. 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.

25. **Termination for Convenience**. The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no 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. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract Activities accepted by the State under this Contract, or (b) continue to perform the Contract Activities in accordance with Section 26, 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 to the extent the funds are available.

26. **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 **90** 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) 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 (d) 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.

27. **Return of State Property.** Upon termination or expiration of this Contract for any reason, Contractor must take 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 the Contractor by any entity, agent, vendor, or employee of the State.

28. **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, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior 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.

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.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

29. **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.

30. **Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

31. **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 (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this

Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

32. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing or commercial purposes.

33. **Reserved.**

34. **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.

    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; or, (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 or is: (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.

35. **Reserved.**

36. **Reserved.**

37. **Reserved.**

38. **Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, 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 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 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.

39. **Representations and Warranties.** 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;(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; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.

40. **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.

41. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

42. **Reserved.**

43. **Reserved.**

44. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq*., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq*., and Executive Directive 2019-09. 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 (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

45. **Unfair Labor Practice.** Under MCL 423.324, the State may void this Contract if the name of the Contractor, or the name of a subcontractor, manufacturer, or supplier of the Contractor, subsequently appears on the Unfair Labor Practice register compiled under MCL 423.322.

46. **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 the Michigan Court of Claims. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.

47. **Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

48. **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.

49. **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.

50. **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 the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

51. **Schedules**. All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document Title	Document Description
Schedule A	Statement of Work
Attachment 1 to Schedule A	Dealer Locations
Schedule B1 and B2	Pricing
Schedule C	Insurance Requirements
Schedule D	Specifications
Schedule E	Prosperity Regional Map
Schedule F	Trailer Wiring Diagram

52. **Entire Agreement and Order of Precedence.** This Contract, which includes Statement of Work, and 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 Statement of Work; (b) second, 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, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF

ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

53. **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.

54. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.

55. **Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.

56. **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.

Falcon Road Maintenance Equipment, LLC

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Contract No. 240000000162

Agricultural, Grounds, Turf, Earth Moving, and Roadside, Maintenance Equipment

SCOPE

This solicitation includes the following equipment categories for purchase, rent, and parts, maintenance & repair:

1. Agricultural Maintenance **2.** Grounds Maintenance **3.** Turf Maintenance **4.** Earth Moving **5.** Roadside Maintenance **6.** Equipment Rental **7.** Truck upfitting & Seasonal Maintenance Equipment

REQUIREMENTS

1.1 Product Specifications

The Contractor must provide one or more of the following:

Brands or trade names are for identification purposes only and do not limit the Contractor to such brands or trade names.

All equipment must be new. The purchase of used equipment is subject to State of Michigan Central Procurement guidelines and approval.

Specifications are as follows:

1	**C03-2001CD-23 Dump Body**
2	**C03-2001LG-23 Lift Gate**
3	**C03-2001SP-23 Snow Plow**
4	**C03-2011CD-23 Dump Body TB FT**
5	**C03-20CU11-23 Utility Body**
6	**C03-3001CAP-23 Cap for Pickup**
7	**C04-SDS-23 Stake Rack Body with Scissor Hydraulic Lift and Cab Protector**
8	**C05-1601-23 Backhoe**
9	**C36-0401-4T-23 Asphalt Heater-Hauler**
10	**C36-Asphalt Recycler-23**
11	**C38-0101 CTL-23 Skid Steer Track Loader**
12	**C38-0101-23 Skid Steer Loader**
13	**C38-0101AWS-23 Skid Steer Loader**
14	**C38-0501LP-23 Fork Lift, Propane, 6,000 Lbs Capacity**
15	**C54-0001-23 Concrete Saw**
16	**C62-0101RB-23 Broom**
17	**C67-008T-23 Trailer**
18	**C67-20T LP-23 Trailer**
19	**C70-0001-23 Welder-Generator**

20	**C60-2001-16 Sand-Salt Spreader**
21	**C62-0051-23 Street Sweeper**
22	**C05-0901-23 Tractor Road Side**
23	**C05-0902-23 Tractor Road Side**
24	**C05-1001-23 Tractor Lawn Mower 2 Wheel steer**
25	**C05-1002-23 Tractor Lawn Mower 4 Wheel Steer 48-54-60 in deck**
26	**C05-1003-23 Zero Turn 60-72 in deck**
27	**C06-1001-23 Utility Vehicle 6x4**
28	**C06-1002-23 Utility Vehicle 4 Wheel Drive**
29	**C-42-0026-23 Mower, 15 ft Road Side Mechaincial Drive Rotary**
30	**C-62-0101RB-23 Loader, 4 Wheel drive 2.25 Cubic Yard Minimum Capacity**
31	**38-0201HD.23 Loader, 4 Wheel drive, Articulated, 3.0 Cubic Yard Minimum Capacity**
32	**05-00051.23 Crawler Dozer (30hp & up)**
33	**30-00LT23 Light Tower, Trailer Mounted Diesel Engine**
34	**38-0501D-23 Fork Lift, Diesel Engine, 8,000 Lbs Capacity**
35	**C56-051.23 Sewer and Catch Basin Cleaner Unit**
36	**C42-0027.23 Mower, 15 ft Road Side Hydraulic Drive Rotary**
37	**C10-010DD.22 Digger Derrick, with platform Body and FG through Box Light Tower**
38	**C10-034AT.22 Aerial Tower, 34 Foot Working Height and Utility Body**
39	**C10-045AT.22 Aerial Tower, 45 Foot Working Height and Utility Body**

A. EQUIPMENT FOR PURCHASE

2.1 Warranties

Describe any warranties included in this contract. Explain the process for reporting warranty issues and how the Contractor will handle any repairs or replacements.

The State reserves the right to require additional warranties other than those identified by the Contractor in its response to this RFP.

2-year warranty on the machine, 5-year warranty on the combustion chamber, lifetime warranty on the frame.

Process for reporting warranty issues:

Contact Falcon at 989-495-9332 or the nearest Alta Equipment Branch.

Repairs or replacements:

Warranty calls are responded to same day. Inspections will be made and a decision will be made to repair or replace failed components.

2.2 Recall Requirements and Procedures

Describe any recall requirements and procedures.

Contractor shall notify affected customers and provide process details.

2.3 Time Frames

Contractors shall provide information regarding standard and “quick-ship” delivery programs available for each type of equipment. Please provide the delivery time associated with each program and identify shipping program limitations.
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. Supply chain issues may impact delivery timeframes.

2.4 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 E – Prosperity Regions**) per **Schedule B - Pricing.**
The State prefers Delivery terms that would provide unencumbered service with the most competitive rates. The Contractor must select between **A.** or **B.** below for their primary shipping method.

A. 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.

B. F.O.B. Dealership Items

Prices shall be quoted "F.O.B. Dealership" with transportation charges prepaid to the primary Contractor location on all orders for State of Michigan and Extended Purchasing Participants. Contractors must also quote a delivery cost per **Schedule B – Pricing**, to facilitate calculation of delivery cost to various locations within Michigan. The delivery cost per **Schedule B – Pricing,** will be added to the equipment price quoted to determine the “Total Price” for “F.O.B. Dealership” items. Mileage will be calculated based upon the “Official Michigan Department of Transportation Highway Map”. Other F.O.B. terms will not be accepted and may disqualify a dealer from further consideration. The State reserves the right to make their own shipping arrangements.

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.

Contractor’s must provide freight deliveries during the following times: 8 am to 3 pm Eastern, Monday through Friday.

2.5 Training

The Contractor must provide the following training:

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. Upon request, the Contractor shall provide up to 8 hours of mechanics and operators training to 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 B, Pricing.**

B. EQUIPMENT FOR RENTAL

3.1 Specifications

a) The Contractor shall provide equipment for rental that is similar in scope to equipment included in **Schedule D, Specifications.**

b) 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.

c) In addition, the Contractor shall provide a complete list of equipment available for rental by category (e.g. loaders, dozers, sweepers, etc.) in **Schedule B – Pricing, Catalog Pricing for Rental.**

The list shall include:

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

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

a) The Contractor must provide make and model of all equipment offered for rental. Brand or trade names provided by the Contractor are for identification purposes, and do not limit the Contractor to such brands, provided alternates offered are equal in quality and function to those specified.

b) All rental 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.

c) 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.

d) Rental equipment shall be no more than four (4) years old.

3.2 Availability and Delivery of Equipment

a) All requested orders must be delivered within two (2) calendar days/48 hours after receipt of order.

b) 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.

c) No premium rates will be charged for delivery after normal business hours.

d) Rental equipment items shall be fully fueled and operational at the time of pick-up or delivery.

e) The Contractor will be required to perform a walk-around equipment inspection at the time of delivery and pickup.

f) 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.

g) The Purchasing Entity is responsible for refueling all rented equipment upon its return.

3.3 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 Purchasing Entity.

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.

d) Contractor will maintain a Dedicated Product Support Department to ensure proper function of rented equipment.

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

3.4 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 Purchasing Entity, to include detailed equipment operation and minor maintenance and inspection practices.

C. PARTS, MAINTENANCE & REPAIR

4.1 Parts

Quality of Parts under these specifications should be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the agency contact person. Aftermarket Repair parts must be equal to or exceed Contractor original equipment manufacturers (OEM) specifications. Repair parts must be packaged and distributed under their respective nationally known name brands. All rebuilt or remanufactured parts must meet the same requirements as listed above. Some repair parts may be required to be original equipment manufactured repair parts Contractor's dealer network must carry a complete line of OEM parts for all models of equipment they carry. Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

4.2 Warranty/Buy Back

Contractors are required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to Purchasing Entities. Contractor shall correct ordering errors without further cost to the Purchasing Entity. A copy of the Warranty shall be included for replacement parts purchased.

4.3 Maintenance/Repair Facilities

Repair Facilities that will perform the warranty work of items under this Contract shall be identified as the Supplier's dealer network. The manufacturer, whether contracted directly, or associated with the Distributer by certified letter, is responsible for ensuring that the facilities are able to adhere to the contract requirements for warranty work performance.

D. GENERAL REQUIREMENTS

5.1 Incentives

Competitive trade-in values

5.2 Transition

Post-Contract Transition: Invoices must be sent within 45 days after expiration of contract. Any invoices received after 45 days will result in a non-payment of invoice.

6.1 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.

6.2 Reporting

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 their Designee, DTMB Procurement**.

6.3 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.

7 Staffing

7.1 Contractor Representative

The Contractor must appoint Product Representative specifically assigned to State of Michigan accounts who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the “Contractor Representative”).

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

7.2 Key Personnel

The Contractor must appoint one individual 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 24 hours.

Contractor’s Key Personnel must be available during the following times: 8 am to 5 pm Eastern, Monday through Friday, at a minimum.

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.

The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés.

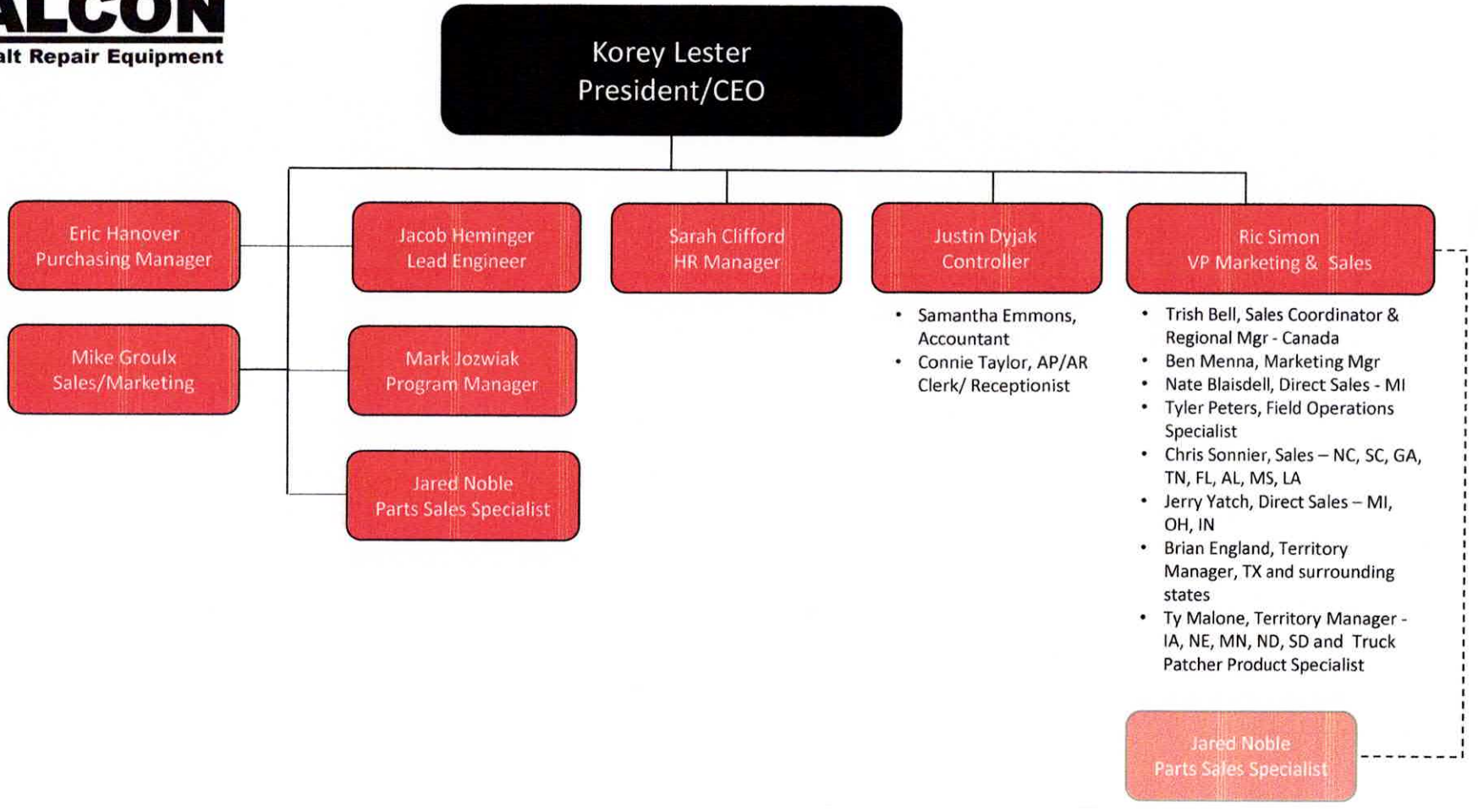
Key Personnel:
Trish Bell – Sales Coordinator
2600 W. Salzburg
Freeland, MI 48623
trish@falconrme.com
248-860-6064

7.3 Non-Key Personnel

The Contractor must notify the Contract Administrator at least 10-calendar days before removing or assigning non-key personnel.

7.4 Organizational Chart

FALCON
Asphalt Repair Equipment



Revised: 9/20/2023

FALCON
Asphalt Repair Equipment

Korey Lester
President/CEO

Brad Mock
Quality Control/Warranty & Technical Service Mgr

- Marcus DeVance, Custodian
- Zachary Rustin, Renew

Brad Maxson, Final Assembly Team Lead

- Steve Cottrell, Assembly
- Kyle Hollenbeck, Assembly
- John Jones, Assembly
- Brian McLeod, Assembly
- Jake Montes, Assembly
- Paul Parrish, Assembly

Charles Varnes
Kitting/Factory Support/ EH&S Coordinator

- Jerry Lashuay, Kitting
- Dan Valdez, Kitting
- Darin Bingham, Tack Tank Assembly
- Andy Erber, Shipping & Receiving Coordinator
- Aleena Wooten, Shipping Coordinator/ Production Support

TJ Megoran
Sr. Production Coordinator

- Damian Bristow, Maintenance

Reece Reinhart, Plasma Table & Press Brake Team Lead

- Seth Reinhardt, Plasma Table/ Press Brake
- Open Role, General Laborer

Phil Hahn
Paint Lead

- Derick Frasier, Painter
- Aaron Bowser, Prime
- Bret Hilscher, Prime
- Danny Brink, Sand Blast

Derek Huovinen
Welding Lead

Carrie Kussro, Kan Ban Team Lead

- Mike Engelhardt, Kan Ban – Doors
- Brad Brown, Saw

Chris Cox, Seal Welding Team Lead

- Spencer Hough, Seal Welding
- Dulce (Dee) Krauthoff, Seal Welding

- Brandon Angell, Kan Ban
- Diego Burrola, Kan Ban, Walls
- Mike Schmidt, Kan Ban – Burner Box
- Philip Goick, Specialty Build
- Josh Huber, Specialty Build
- Josh Lesnich, Build Bay
- Brandon Mann, Build Bay
- Connor McLaren, Build Bay
- Zack Minix, Frames
- Justin Schulz, Frames
- Steve Ratajczak – Mill/Lathe
- Matt Ronan, Build Bay
- Keagen Barber, AM Co-op
- Jack Ivan, AM Co-op
- Sydney Trumble, PM Co-op

Revised: 9/20/2023

7.5 Customer Service Toll-Free Number

The Contractor must specify its toll-free number for the State to contact the Contractor Representative who must be available for calls during the hours of 8 am to 5 pm Eastern Monday through Friday, at a minimum. Identify customer service availability for this proposal by hours and days of the week.

Phone: 1-989-495-9332
Monday through Friday 7am to 5pm

7.6 Technical Support, Repairs and Maintenance

The Contractor must specify its toll-free number for the State to contact 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 Eastern Monday through Friday, at a minimum. Identify availability for this proposal by hours and days of the week.

Phone: 1-989-495-9332
Monday through Friday 7am to 5pm

7.7 Disclosure of Subcontractors

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

- 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.
- The relationship of the subcontractor to the Contractor. Of the total bid, the price of the subcontractor's work. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- A complete description of the Contract Activities that will be performed or provided by the subcontractor.
- **Geographically Disadvantaged Business Enterprise Sub-Contractors:** If contractors plan to utilize subcontractors to perform more than 20% of the deliverables under this contract, at least 20% of that subcontracted work must be awarded to Michigan-based Geographically Disadvantaged Business Enterprises (GDBE). Contractor will submit a plan detailing all subcontractors to be used, including the percentage of the work to be done by each. Contractor must inform the State to the name and address of the GDBE, the percentage of the work they will complete, the total amount estimated to be paid to the GDBE, and provide evidence for their qualifications as a GDBE. If contractor cannot find GDBE subcontractors to meet this requirement they must provide reasoning and justification to receive an exemption from this requirement from the State. (Existing business relationships will not be an approved reason for this.)

  GDBE definition: "Geographically-Disadvantaged Business Enterprise" means a person or entity that satisfies one or more of the following: (i) Is certified as a HUBZone Small Business Concern by the United States Small Business Administration. (ii) Has a principal place of business located within a Qualified Opportunity Zone within Michigan. (iii) More than half of its employees have a principal residence located within a Qualified Opportunity Zone within Michigan, or both.

Additional information on GDBEs can be found here:

Michigan Qualified Opportunity Zone (QOZ) Map

Michigan Supplier Community (MiSC) Page

Contractor must provide detailed information as requested in the above requirement(s).	
The legal business name, address, telephone number of the subcontractor(s).	
A description of subcontractor's organization and the services it will provide and information concerning subcontractor's ability to provide the Contract Activities.	
The relationship of the subcontractor to the Contractor.	
Is the subcontractor a GDBE?	Choose an item.
Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.	
A complete description of the Contract Activities that will be performed or provided by the subcontractor.	
Of the total bid, the price of the subcontractor's work.	

Contractor must provide information based on the work performed by all subcontractors	
Total percentage of work that will be performed by subcontractors:	
Total percentage of subcontracted work that will be performed by GDBE subcontractors:	

7.8 Security

The Contractor will be subject the following security procedures:

a) Contractor's employees wear company issued uniforms bearing the Contractor's logo.

b) Contractor is willing to comply with any State requirements.

c) The Contractor's staff may be required to make deliveries to or enter State facilities. The State may require the Contractor's personnel to wear State issued identification badges.

8 Pricing

8.1 Price Term

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.

8.2 Price Changes

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.

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.

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.

9 Ordering

9.1 Authorizing Document

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

9.2 Order Verification

The Contractor must have internal controls approved by Central Procurement Services to verify abnormal orders and to ensure that only authorized individuals place orders.

10 Acceptance

10.1 Acceptance, Inspection and Testing

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

a) 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.

10.2 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.

11 Invoice and Payment

11.1 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) vendor-generated invoice number; and (h) total price.

11.2 Payment Methods

The State will make payment for Contract Activities by EFT.

12 Liquidated Damages

Late or improper completion of the Contract Activities will cause loss and damage to the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of $5,000. and an additional $100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

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.

13 Additional Requirements

13.1 Environmental and Energy Efficiency Product Standards

The Contractor must identify any energy efficient, bio-based, or otherwise environmentally friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States Department of Agriculture certified bio-based product label. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

13.2 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 Material Safety Data Sheet 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.

13.3 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.

13.4 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. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

13.5 Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

The Contractor must confirm that the provided products do not intentionally contain PFAS. This consists of all components of the provided products, including product packaging.

14 Service-Level Agreements (SLAs)

A. The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.

B. The State reserves the right to reconsider or amend SLA amounts for split awards should they occur.

Service Level Agreements for this Contract will be as follows:

SLA Metric 1. Timely Deliveries	
Definition and Purpose	The Contractor must ensure that items and quantities delivered are exactly the items, brands, and quantities on the Order Confirmation. No substitutions will be allowed without prior written permission by Program Manager and a Change Notice executed by the Contract Administrator. The entire order will be received on the same day unless a partial delivery has been approved in advance by the Program Manager.

SLA Metric 1. Timely Deliveries	
Acceptable Standard	1. All deliveries must occur in accordance with the approved delivery schedule for each Facility and Facility Receiving hours. See Section 2.4 Delivery. 2. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled delivery date and time. 3. Items, brands, and quantities delivered will match the Order Confirmation exactly. 4. Signed and dated packing slips will be provided to purchasing agency at the time of delivery. 5. The entire order must be delivered on the same day unless a partial delivery has been approved in advance by the Program Manager. 6. Orders not received in their entirety, as determined by a review of the Data Sources, will be considered inaccurate. The acceptable standard is 100% compliance.
Credit Due for Failing to Meet the Service Level Agreements	1. $100.00 may be assessed for each of the first five occurrences of non-compliance in a given calendar year. 2. $500.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year. Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed. At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.

Attachment 1 to Schedule A - Dealer Locations

Falcon Road Maintenance Equipment 2600 W. Salzburg, Freeland, MI 48623 (989) 495-9332

ALTA DEALER LOCATIONS

1. Grand Rapids	8840 Byron Commerce Dr SW	Byron Center, MI 49315
2. Burton	3283 Dort Hwy	Burton, MI 4852
3. Traverse City	1061 Stepke Ct,	Traverse City, MI 49685
4. Detroit	5105 Loraine St.	Detroit, MI 48208
5. New Hudson	56195 Pontiac Trail	New Hudson, MI 48165
6. Gaylord	3725 Old Hwy 27 S.	Gaylord, MI 49735
7. Sault Ste Marie	2917 Ashmun S.	Sault Ste Marie
8. Jackson	12000 Norton Dr	Parma MI 49269

Placeholder for Schedule B – Pricing

Please follow this link for Schedule B – Pricing:

https://www.michigan.gov/dtmb/-/media/Project/Websites/dtmb/Procurement/Contracts/MiDEAL-Media/Equipment-Contracts-and-Sch-B/240000000162---Schedule-B-Pricing.pdf

Falcon Road Maintenance Equipment, LLC

SCHEDULE C - INSURANCE REQUIREMENTS

Request For Proposal No. 230000002854
Agricultural, Grounds, Turf, Earth Moving, and Roadside, Maintenance Equipment

1. **General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
2. **Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
3. **Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
4. **Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
   - **a.** Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
   - **b.** Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
5. **Proof of Insurance.**
   - **a.** Insurance certificates showing evidence of coverage as required herein must be submitted to DTMB-RiskManagement@michigan.gov within 10 days of the contract execution date.
   - **b.** Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
   - **c.** Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
   - **d.** All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).

e. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.

f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.

6. **Subcontractors.** Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.

7. **Limits of Coverage & Specific Endorsements.**

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: $1,000,000 Each Occurrence $1,000,000 Personal & Advertising Injury $2,000,000 Products/Completed Operations $2,000,000 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 using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Umbrella or Excess Liability Insurance	
Minimum Limits: $5,000,000 General Aggregate	Contractor must have their policy follow form.
Automobile Liability Insurance	
Minimum Limits: $1,000,000 Per Accident	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.

Required Limits	Additional Requirements
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: $500,000 Each Accident $500,000 Each Employee by Disease $500,000 Aggregate Disease	
Garagekeepers Liability Insurance	
Minimal Limits: $100,000 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 Garage Keepers Legal Liability coverage.

8. **Non-Waiver.** This Schedule C is not intended to and is not to 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.

State of Michigan, DTMB - Enterprise

Risk Management (ERM)

_____

Authorized ERM Signature

_____

Authorized ERM Agent (Print or Type)

_____

Date

STATE OF MICHIGAN

Contract No. 240000000162

Agricultural, Grounds, Turf, Earth Moving, and Roadside Maintenance Equipment

SCHEDULE D
SPECIFICATIONS

	Equipment - Purchase, Rent, and/or Lease		**(Bidder must check the boxes below that apply)**	
	SPEC SECTION	**PAGE**	**BID**	**NO BID**
1	**C03-2001CD-23 Dump Body**	2		X
2	**C03-2001LG-23 Lift Gate**	4		X
3	**C03-2001SP-23 Snow Plow**	5		X
4	**C03-2011CD-23 Dump Body TB FT**	6		X
5	**C03-20CU11-23 Utility Body**	9		X
6	**C03-3001CAP-23 Cap for Pickup**	11		X
7	**C04-SDS-23 Stake Rack Body with Scissor Hydraulic Lift and Cab Protector**	11		X
8	**C05-1601-23 Backhoe**	14		X
9	**C36-0401-4T-23 Asphalt Heater-Hauler**	16	X	
10	**C36-Asphalt Recycler-23**	18		X
11	**C38-0101 CTL-23 Skid Steer Track Loader**	18		X
12	**C38-0101-23 Skid Steer Loader**	19		X
13	**C38-0101AWS-23 Skid Steer Loader**	20		X
14	**C38-0501LP-23 Fork Lift, Propane, 6,000 Lbs Capacity**	21		X
15	**C54-0001-23 Concrete Saw**	23		X
16	**C62-0101RB-23 Broom**	23		X
17	**C67-008T-23 Trailer**	25		X
18	**C67-20T LP-23 Trailer**	26		X
19	**C70-0001-23 Welder-Generator**	26		X
20	**C60-2001-16 Sand-Salt Spreader**	27		X
21	**C62-0051-23 Street Sweeper**	28		X
22	**C05-0901-23 Tractor Roadside**	35		X
23	**C05-0902-23 Tractor Roadside - Bi-Directional**	37		X
24	**C05-1001-23 Tractor Lawn Mower 2 Wheel steer**	38		X
25	**C05-1002-23 Tractor Lawn Mower 4 Wheel Steer 48-54-60 in deck**	39		X
26	**C05-1003-23 Zero Turn 60-72 in deck**	40		X
27	**C06-1001-23 Utility Vehicle 6x4**	42		X
28	**C06-1002-23 Utility Vehicle 4 Wheel Drive**	42		X
29	**C-42-0026-23 Mower, 15 ft Road Side Mechaincial Drive Rotary**	43		X
30	**C-62-0101RB-23 Loader, 4 Wheel drive 2.25 Cubic Yard Minimum Capacity**	44		X
31	**38-0201HD.23 Loader, 4 Wheel drive, Articulated, 3.0 Cubic Yard Minimum Capacity**	46		X
32	**05-00051.23 Crawler Dozer (30hp & up)**	49		X
33	**30-00LT23 Light Tower, Trailer Mounted Diesel Engine**	56		X
34	**38-0501D-23 Fork Lift, Diesel Engine, 8,000 Lbs Capacity**	57		X
35	**C56-051.23 Sewer and Catch Basin Cleaner Unit**	58		X
36	**C42-0027.23 Mower, 15 ft Road Side Hydraulic Drive Rotary**	66		X
37	**C10-010DD.22 Digger Derrick, with platform Body and FG through Box Light Tower**	67		X
38	**C10-034AT.22 Aerial Tower, 34 Foot Working Height and Utility Body**	74		X
39	**C10-045AT.22 Aerial Tower, 45 Foot Working Height and Utility Body**	80		X

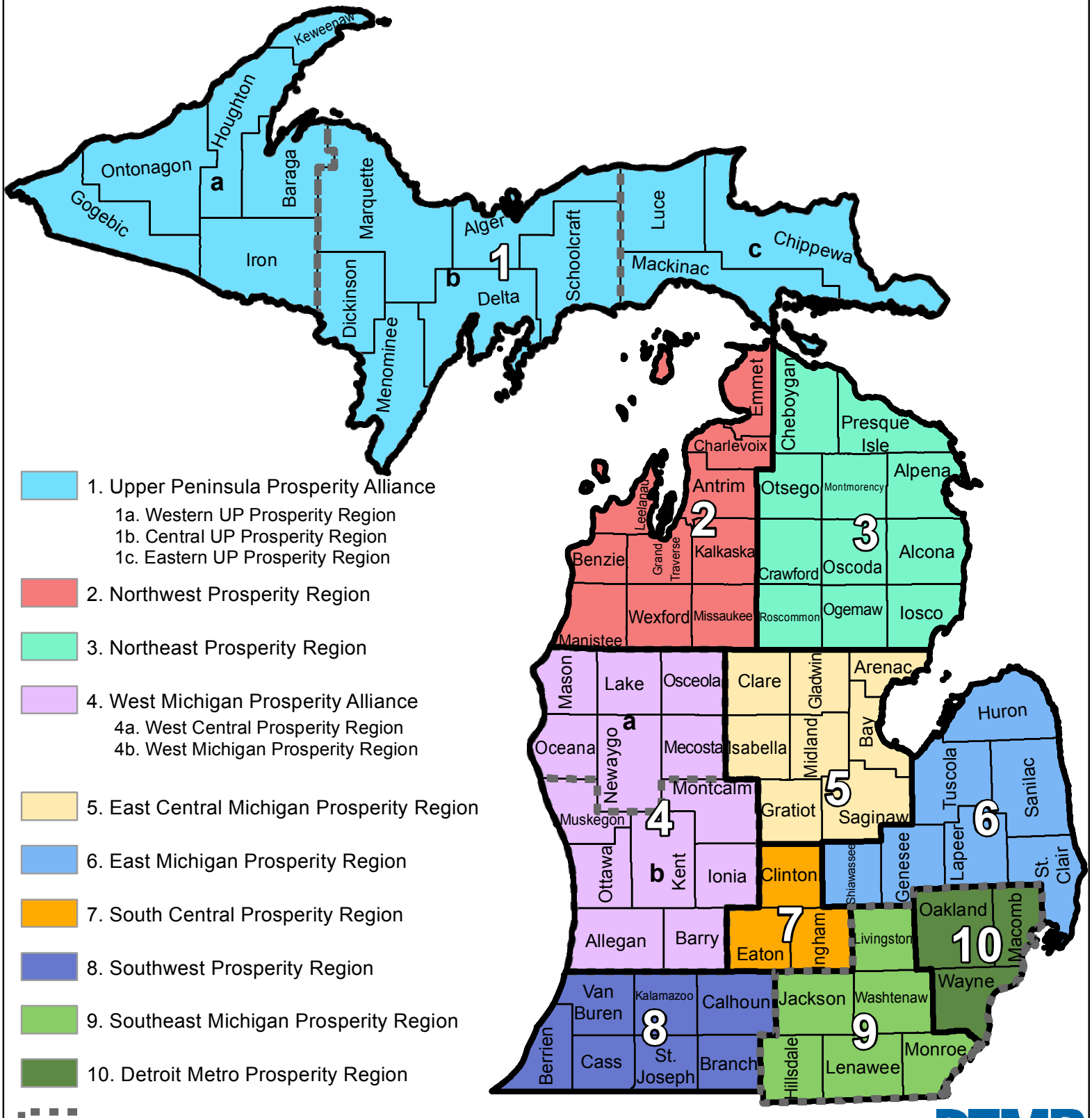
The specifications below are considered to be samples of the type of equipment needed. Please be as specific as possible as to the specifications of your equipment offering. Make sure to include Make and Model and to list ALL deviations with sample specifications. The State must approve any deviations to this specification. Bidders must bid on at least one spec (multiple specs is preferred).

9. - Spec. No. 36-0401-4T-23 **HEATER, ASPHALT STORAGE, FOUR (4) TON, TRAILER TYPE, DIESEL FIRED, TANDEM AXLE**		**Bidder Response (Indicate acceptance and/or provide alternate)**
1.0 HEATER/HAULER		
1.1	Heater/hauler shall be tandem axle trailer mounted type with four (4) ton material capacity	ACCEPT
1.2	Clearance, running, stop, tail, and turn lights shall be LED type	ACCEPT
1.3	Stop and tail lights shall be four (4) light system, stop to be independent of tail lights, 50 inch mounting height	ACCEPT
1.4	Pintle type hitch, 3 inch ring, height adjustable between18 inches and 24 inches	ACCEPT
1.5	Safety chains with clip hooks shall be providedwhich meet or exceed GVW	ACCEPT
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	ACCEPT
1.7	Axles shall be heavy wall, 7,000 pound GVWR with electric trailer brakes, including breakaway	ACCEPT
1.8	Springs shall be 2 inch wide double eye leaf type	ACCEPT
1.9	Tires shall be heavy duty commercial to meet GVWR	ACCEPT
1.10	7,000 pound parking jack with caster wheel shall be provided	7k JACK W/O CASTER WHEEL DUE TO SAFETY
1.11	Trailer frame shall be 6 inch x 2 inch x 3/16 inch rectangular tubing and10 inch x 15.3 pound channel	ACCEPT
1.12	All welds shall be continuous	ACCEPT
1.13	Ground clearance shall be 17 inches to bottom of frame	ACCEPT
1.14	Fenders shall be back plated, 10 gauge steel, and bolted on	ACCEPT
1.15	Eight (8) crossmembers shall be on the horizontal and four (4) on the vertical	ACCEPT
1.16	¼ inch gussets to reinforce burner box and floor	ACCEPT
2.0 HOPPER		
2.1	Hopper shall be four (4) ton capacity, triple wall,low profile construction	ACCEPT
2.2	1 ½ inch space between material and air walls	ACCEPT
2.3	1 ½ inch space between air and insulation walls	ACCEPT
2.4	Insulated wall chambers shall hold 2 inches of high heat temperature insulation secure	ACCEPT
2.5	Air baffles shall circulate heat	ACCEPT
2.6	Center wall heat duct shall be angled inside of hopper	ACCEPT
2.7	All panel walls shall be one (1) piece construction	ACCEPT
2.8	Inner walls shall be 10 gauge, baffled	ACCEPT
2.9	Middle walls shall be 12 gauge, baffled	ACCEPT
2.10	Outer walls shall be 14 gauge, screwed to middle with screw heads removable at outer wall	OUTER WALL IS WELDED TO INNER WALLS. SCREWS WILL RUST OUT OVER TIME
2.11	Heat chambers under floor shall be ¼ inch plate, baffled	ACCEPT
2.12	Full hopper access from ground	ACCEPT
2.13	Heat shall radiate from front to back and side to side	ACCEPT
2.14	Replaceable work table shall be 28 inches from ground	ACCEPT
2.15	All corners shall be reinforced with 3 inch overwrap	ACCEPT
2.16	One 21 ½ inch x 33 ¾ inch insulated door opening with handle to open with one hand slide	ACCEPT
2.17	Open and close latch shall be spring loaded and bolted on	ACCEPT

2.18	There shall be an automatic lock action	ACCEPT
2.19	Door opening shall provide full access to 51 inches of ¼ inch plate floor for removing asphalt with shovel from ground level	ACCEPT
2.20	Capped corner shall have more continuous welds	ACCEPT
2.21	Two top loading doors shall be 18 gauge top and bottom,insulated, ¾ bore bearing hinged and bolted	ACCEPT
2.22	18 gauge outer skins framed on 1-1/4 inch square tubing with angle iron reinforced cross members	ACCEPT
2.23	Doors shall have removable, manually retractable, centered handles constructed of ¾ inch schedule 80 pipe	ACCEPT
2.24	7 inch grab handles shall be solid round stock with no open ends	ACCEPT
2.25	Bolt on safety latch with ball pin for side loading doors shall be provided	ACCEPT
2.26	7 inch grab handles shall be solid round stock with no open ends	ACCEPT
2.27	50°F – 500°F thermometer shall be located in back hopper	ACCEPT
3.0 HEATING SYSTEM		
3.1	Diesel fuel burner with spark ignition and fuel solenoids powered by 12v system, 105,000BTU	ACCEPT
3.2	Automatic recycle on spark system shall be provided	ACCEPT
3.3	Fuel for burner shall be controlled by a pressure pump and pressure gauge	ACCEPT
3.4	Burner shall be mounted inside of a bolt-on guard box with inspection lid	ACCEPT
3.5	A removable bottom drop box insulated with an inspection cover shall be provided	ACCEPT
3.6	Fuel tank shall be 30 gallon capacity with spin-on 20 micron inline filter	ACCEPT
3.7	Combustion chamber of approximately 100 square inches shall be bolted to the front of hopper	ACCEPT
3.8	A stainless steel insert with ceramic wool insulation and removable top cover of combustion chamber for replacement of liner	ACCEPT
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	ACCEPT
4.0 CONTROLS		
4.1	Automatic shut down safety system shall be Cad cell eye control for flame in burner	ACCEPT
4.2	Spark ignition coil supply to electrodes shall ignite fuel	ACCEPT
4.3	Control shall be by a 1/16 Din microprocessor-based auto temp control	ACCEPT
4.4	Deep cycle battery shall be set in battery box ready for recharge	ACCEPT
4.5	Automatic temperature control heat system with temperature range of 0°F to 350°F shall be provided	ACCEPT
4.6	Burner shall automatically turn on and off as heat is required	ACCEPT
4.7	Power switch and digital snap in thermostat shall be in a nema 3r lockable box bolted on hopper	ACCEPT
5.0 PAINT		
5.1	Heaters shall have two (2) coats orange to match Dupont IMRON #43106-U or equal	ACCEPT
5.2	All wiring, switches, nema boxes, pumps, hoses, etc.,shall not be painted	ACCEPT
5.3	All bolt on parts shall be disassembled before painting	ACCEPT
5.4	All parts, trailer, and hopper shall be sanded and ground smooth of sharp edges, two (2) coats of primer on entire unit	ACCEPT
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	ACCEPT
6.2	Solvent tank shall have snap bolt top with spring bolt automatic lock drop, spill proof lid, 12 gauge or anti-splash curtain	ACCEPT
HEATER, ASPHALT STORAGE, FOUR (4) TON, TRAILER TYPE, DIESEL FIRED, TANDEM AXLE		
Make Offered:		FALCON
Model Offered:		4T1B

SCHEDULE E

State of Michigan Prosperity Regions



1. Upper Peninsula Prosperity Alliance
   - 1a. Western UP Prosperity Region
   - 1b. Central UP Prosperity Region
   - 1c. Eastern UP Prosperity Region
2. Northwest Prosperity Region
3. Northeast Prosperity Region
4. West Michigan Prosperity Alliance
   - 4a. West Central Prosperity Region
   - 4b. West Michigan Prosperity Region
5. East Central Michigan Prosperity Region
6. East Michigan Prosperity Region
7. South Central Prosperity Region
8. Southwest Prosperity Region
9. Southeast Michigan Prosperity Region
10. Detroit Metro Prosperity Region

Service Delivery Regions

8/6/2013

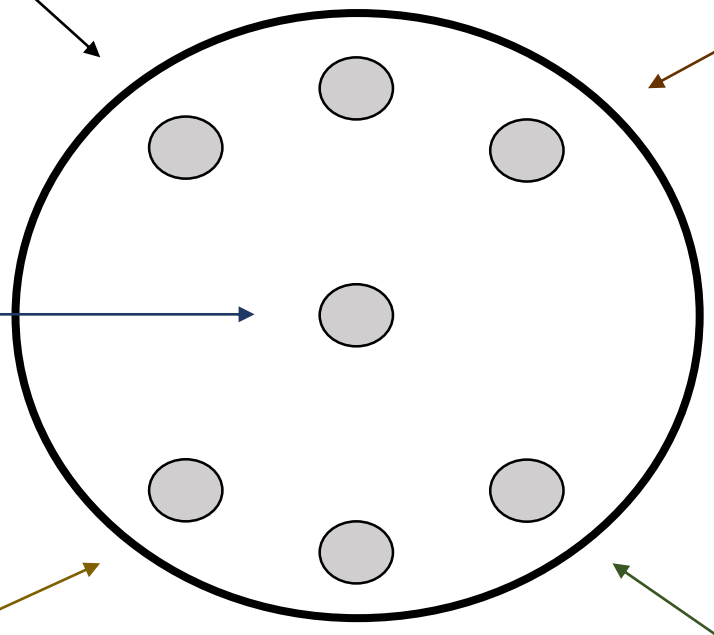
DTMB Technology, Management & Budget

Schedule F - Trailer Wiring Diagram

#2 – Black Key-On Power Terminal

#1 – White Ground Return to Towing Vehicle

#6 – Brown Tail Lamp, Three-Bar Marker Lamps and Other Clearance or Marker Lamps



#7 – Blue Electric Brakes

#3 – Yellow Left Turn Directional, Disability and Stop

#4 – Red Stop Lamps (Required for 4-Lamp System)

#5 – Green Right Turn Directional, Disability and Stop

MDOT
Michigan Department of Transportation

(Use Std J560 Connector)

All Non-Tractor/Trailer Non-ABS Truck-End (Viewed from Wire Side of Plug)

Rev Date: 03/04/2015