

# **BERRIEN COUNTY ROAD DEPARTMENT**

**PROPOSAL AND SPECIFICATIONS**

**FOR**

**HOT MELT CRACK FILLER MATERIAL**

# BERRIEN COUNTY ROAD DEPARTMENT

1. **Quantity: Material to be supplied in 30 (+/-) pound blocks. Quantity required is approximately 45,000 pounds (one full truck load). There is the possibility of ordering more than one truck load.**
2. **Manufacturer of the Hot Melt Crack Filler Material to be listed as a Test Stock Manufacturer in the Michigan Department of Transportation Material Source Guide.**
3. **The Hot Melt Crack Filler Material to meet or exceed ASTM D 6690 – Type II specifications. Bidder to submit Product Date Sheet of material being bid.**
4. **Bid price unit shall be by the pound. Bid price to include all costs including shipping.**
5. **Material to be delivered to Berrien County Road Department, 2860 E. Napier Avenue, Benton Harbor, MI 49022.**
6. **Manufacturer to submit certification that supplied product meets 2012 Michigan Department of Transportation Specifications for Overband Crack Fill Material.**

## **PROPOSAL**

### **HOT MIX CRACK FILLER MATERIAL**

**\$ \_\_\_\_\_ Per Pound**

# BERRIEN COUNTY ROAD DEPARTMENT

**PRODUCER**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY AND STATE \_\_\_\_\_

**NAME AND ADDRESS OF BIDDER**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY AND STATE \_\_\_\_\_

BID SUBMITTED BY: \_\_\_\_\_

Authorized Signature

TELEPHONE NUMBER \_\_\_\_\_

DATE \_\_\_\_\_

DELIVERY \_\_\_\_\_ DAYS

TERMS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# BERRIEN COUNTY ROAD DEPARTMENT

## **TITLE VI CONTRACT REQUIREMENTS**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **BERRIEN COUNTY ROAD DEPARTMENT** to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the **BERRIEN COUNTY ROAD DEPARTMENT** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

# BERRIEN COUNTY ROAD DEPARTMENT

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- (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the **BERRIEN COUNTY ROAD DEPARTMENT** may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the **BERRIEN COUNTY ROAD DEPARTMENT** to enter into such litigation to protect the interests of the County, and, in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States.

