

ALTRAN Transit Authority
Third Party Contract
Agreement

This AGREEMENT is entered into this ____ day of _____, 20__ by and between the ALTRAN Transit Authority (ALTRAN) (hereinafter referred to as AAgency@), located at 530 E. Munising Ave., Munising, Michigan and _____
(hereinafter referred to as AContractor@), located at _____.

WITNESSETH:

In consideration of the covenants, recitals, promises, representations and agreements herein set forth, the Agency and the Contractor do hereby expressly agree as follows:

ARTICLE 1
SCOPE OF WORK

It is mutually understood and agreed that:

The agency shall perform in accordance with this contract, and shall furnish all materials, performance of work, and services required to perform and complete in a sound, economical and efficient manner, and in accordance with provisions hereof and all applicable laws, all the work required for the following project:

Manufacture and delivery of one medium duty wheelchair lift/paratransit hybrid bus

ARTICLE II
COMPONENT PARTS OF THIS CONTRACT

This contract consists of this agreement and the following component parts, which are incorporated by reference and made part of this contract even if not attached hereto:

Invitation for bids
Terms and conditions
Bid proposal form
Specifications
Federal Clause Requirements

**ARTICLE III
TIME**

It is mutually understood and agreed that the Contractor will commence the work to be performed under this contract on a date to be specified in a written Notice to Proceed from the Agency subject to authorized adjustments, completion shall be achieved, and the bus shall be delivered according to the Terms and Conditions of this Agreement.

**ARTICLE IV
PRICE**

It is mutually understood and agreed that the Agency will pay the lump sum of \$_____ for one (1) vehicle in current funds to the contractor, for construction of the work decided in Article I as specified, subject to any deduction or additions provided by Change Order as provided in the Terms and Conditions. The total costs are not to exceed the Contract maximum amount of \$_____.

The CONTRACTOR agrees that the costs reported to the AGENCY for this Contract will represent only those items which are properly chargeable in accordance with this Contract. The CONTRACTOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

**ARTICLE V
MISCELLANEOUS**

ALL terms and conditions included in the prime contract are incorporated in the subcontract.

In the event of a conflict between the terms and conditions of the subcontract and those of the prime contract, the terms and conditions of the prime contract shall prevail.

This contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan.

In witness whereof the parties hereto have caused this agreement to be executed on the day and year first above written, in several original counterparts, each of which shall be deemed to constitute an original having identical legal effect.

CONTRACTOR:

Signature

Date

Title

ALTRAN:

Signature

Date

Title

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011