

Exhibit A
PART I

BID CONTRACT AND AWARD

The undersigned, being cognizant of the pages, documents and attachments contained herein or subsequently added or made a part thereof, agrees to furnish F.O.B. Huron Transit Corporation (HTC) the specified units for the unit price and total sum stated. (HTC is exempt from payment of all Federal, State and Local taxes in connection with this purchase. Said taxes must not be included in proposal process). All proposals shall remain in effect for sixty (60) days subsequent to contract award.

Description of Purchase

29 gauge steel, insulation, electrical, trim hardware and
Install white 29gauge steel and insulation in parking garage, wash bay, and maintenance area. Also this would include removal and installation of new heaters in maintenance and wash bay area.

TOTAL DELIVERED BID PRICE _____ \$ _____

PURCHASE OF LISTED OPTIONS ARE SUBJECT TO FINANCIAL CONSIDERATIONS

FIRM _____

Address: _____ Zip: _____

Signed: _____ Date: _____
(Person Authorized to Sign)

Name: _____ Title: _____ Phone: _____

By execution below the Huron Transit Corporation accepts the offer as indicated above:

Signed: _____

Title: _____ Date of Award: _____
BID SPECIFICATIONS

General Description: Maintenance area renovation white steel ceiling, insulation, installation and heating upgrades.

July 7, 2010

Requests for Proposals distributed.

July 13, 2010

Deadline for submitting proposals to HTC.

July 20, 2010

Contract to be awarded.

September 15, 2010

Project to be completed

The HTC and the successful bidder shall mutually agree when it is necessary to make changes in, additions to, or deductions from the work performed or the material to be furnished, pursuant to the provisions of the contract documents.

Conditional proposals, or those which take exception to the specifications, will be considered non-responsive and may be rejected unless specific approval from HTC is requested in writing by due date. All other eligible bidders are to be notified of any approved exceptions to the specifications.

TERMINATION:

Termination for Default (Breach or Cause) (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Huron Transit Corporation or HCBC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting for the manner in which the contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by HTC or HCBC, that the Contractor had an excusable reason for not performing, such as a strike, fire or flood, events which are not the fault of or are beyond the control of the Contractor, H.T.C, after setting up a new delivery of performance schedule, may allow the Contractor to continue work.

Termination for Default (Supplies and Service): If the Contractor fails to deliver supplies or to perform the services within the time specified in the contract or any extension or if the Contractor fails to comply with any other provision of this contract, H.T.C.or HCBC may terminate this contract for default. HTC, HCBC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligation, it is determined that the Contractor was not in default, or if, after serving a Notice of Termination for default, HTC determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Contractor, HTC, after setting up a new work schedule, may allow the Contractor to continue work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this

clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or if the Contractor, within five (5) calendar days from the beginning of any delay, notifies HTC in writing of the causes of delay. If in the judgment of HTC, the delay is excusable the time for completing the work shall be extended. The judgment of the HTC shall be final and conclusive on the parties, but subject to appeal under the Protest Procedure.

Termination for Default (Cost-Type Contracts): HTC, HCBC may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from HTC, or property supplied to the Contractor by HTC, HCBC. If the termination is for default, HTC may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to HTC and the parties shall negotiate the termination settlement to be paid the Contractor.

CHANGE ORDER

A Change Order is required from the Purchasing Department whenever an alteration to procurement is necessary and would or would not require added costs. The Change Order would be the authorization to proceed.

Opportunity to Cure (General Provision): HTC, HCBC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor five (5) working days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to HTC=s satisfaction the breach or default or any of the terms, covenants or conditions of the Contract within five (5) working days after receipt by the Contractor or written notice from HTC setting forth the nature of said breach or default, HTC shall have the right to terminate the Contract without any further obligation to the contractor. Any such termination for default shall not in any way operate to preclude HTC from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach: In the event that HTC elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by HTC,(HCBC) shall not limit HTC=s remedies for and succeeding breach of that or any other term, covenant, or condition of this Contract.

APPROVED EQUALS AND DEVIATIONS FROM SPECIFICATIONS:

If the offer or proposes to submit a proposal containing A approved equals@ or deviations@ from the specific requirements of these specifications, the offer or must obtain such approval, confirmed in writing, prior to the due date.

The decision for Huron Transit Corporation, as represented by the Director, shall be final with respect to

whether any proposed deviations from the specifications are acceptable.

The HTC reserves the right to postpone the proposal award or receipt of proposals for its own convenience. Changes to the specifications will be made by addendum only and issued by the HTC Director in writing.

Prime Contractors and subcontractors may make appointments to discuss project specifications. This, however, does not relieve them from providing written documented requests.

PROTEST PROCEDURE

Protest of restrictive specifications or improprieties in the solicitation, by an interested party, must be received by HTC's Director in writing before the due date for proposals. "An interested party" is defined as any bidder or subcontractor or supplier, provided they have a substantial economic interest in a portion of the IFB or in question.

All protests should be hand-delivered, or sent via registered or express mail, to:

ATTN: Director
Huron Transit Corporation
1513 Bad Axe Rd
Bad Axe, Michigan 48413

Upon receipt of a written protest, HTC shall immediately determine if the due date for proposals should be postponed. If the proposal closing date is postponed, HTC will contact all contractors and subcontractors who were furnished a copy of the specifications by HTC that an appeal has been filed and that the deadline for receipt of proposals is postponed until a decision has been issued. Notice of the postponement will be made in writing by addendum.

Proposals may be withdrawn upon written request received by HTC or prior to the time fixed for bid due date. No bid may be withdrawn for a period of sixty (60) days after the time set herein for bid due date.

HTC and HCBC reserves the right to accept any proposal, or to reject any or all proposals or postpone proposal due date or to contract on such basis as HTC, HCBC deems to be in its best interest.

This Request For Proposals does not commit HTC, HCBC to award a contract, to pay any cost incurred in the preparation of a proposal to this invitation, to negotiate with all qualified proposers, or to preclude HTC from canceling, in part or in its entirety, this Request For Proposals if it is in the best interest of HTC.

PURCHASE ORDER:

Upon acceptance by HTC, HCBC of a proposal, a contract will be awarded for furnishing the items described in the

proposal in strict conformity with the specifications, these instructions, and the contract. Following contract signing, a "Notice to Proceed" and a purchase order will be issued by HTC, HCBC for the purchase doors and openers. All invoices and correspondence shall show the number of the purchase order.

CONTRACT DOCUMENTS:

Each proposal will be submitted with the understanding that acceptance in writing by HTC of the offer to furnish the equipment or services described therein shall constitute a contract between the successful bidder and HTC, HCBC which shall bind the bidder to furnish and deliver the equipment or services at the proposed price in accordance with the proposed specifications, general conditions and general requirements detailed in the proposal specification package or subsequently added or made a part thereof.

All information on a submitter's proposal, except proprietary financial information and responsibility, is subject to disclosure under the provisions of Public Act NO. 442 of 1976 known as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto.

Proposals may be inspected at the office of the Purchasing Agent after award is completed. Inspections will be during office hours and within specified time limits as directed by the Purchasing Agent.

Information available for inspection shall include the tabulated prices and copies of the proposal documents subject to the exceptions listed above and proprietary legal constraints.

Assign ability

HTC or HCBC reserves the right, with approval from either, to assign and authorize purchase opportunities off the contract to other approved local units of government, private non profit, and or public transit agencies.

POINT OF CONTACT:

All communications, contracted items, contracts, documentation submittals, and correspondence shall take place between the bidder and the HTC's Director, Huron Transit Corporation, 1513 Bad Axe Rd, Bad Axe, Michigan 48413. Fax (989) 269-8631.

Telephone contact with the HTC's Director can be made at (989) 269-2103 Ext 226, Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m.