



Advertisement, Specification, Insurance Requirements, Sample Agreement, and Conditions and
Instructions to Bidders

For

Cummins INSITE Pro (2026 -2027)

Bid No.: **Q26-45**

Electronic proposals are due at 1:00 P.M. on **October 2, 2026**

Executive Summary

Port Authority of Allegheny County dba Pittsburgh Regional Transit (“PRT”) has recently implemented eBusiness. eBusiness is a mechanism which allows contractors and vendors to electronically submit bids on PRT d.b.a. Port Authority procurement events. It is a system of modules that provides everything from procurement to contract management and you will see advantages like these:

- Monitor Invoice Payments
- Improved Purchasing Process
- More Fluid, Automated and Single System Return Authorization
- Automated RFP/Bid Process Including Bidding, Procurement Contracts & Purchase Orders
- The Latest Technology from Workflow to E-mail Notification to Approval Process

The implementation of eBusiness represents a change in the method of the competitive bidding process; however, the PRT must continue to adhere to stringent governmental and internal procurement regulations.

Additionally, this document contains the Advertisement, Specification, Insurance Requirements, Sample Copies of the Agreement and Performance Bond, and the Conditions and Instructions to Bidders. It is recommended that you take the time to read the attached documents – especially the “Conditions and Instructions to Bidders”.

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Bid Schedule

Solicitation Post Date: DATE

Deadline for Questions: September 25, 2026 at 12:00 PM (Noon)

Please submit any questions regarding this solicitation in writing to:

Keith Bayles and Samantha Tirk

kbayles@rideprt.org and stirk@rideprt.org

Subject line of email to read: "Q22-45 Cummins INSITE Pro"

Bid Submission Deadline: October 2, 2026 at 1:00 PM

Bid Opening Meeting: October 2, 2026 at 1:15 PM

To join the Bid Opening meeting through Microsoft Teams on your computer, mobile app or room device:

Meeting ID: 283 576 929 366 140

Passcode: mn3j5gc9

Dial in by Phone: 412-927-0245

Phone Conference ID: 625 928 804#

**** PRT would prefer Bid Responses to be uploaded as a single file rather than multiple files if possible.**

Cummins INSITE Pro

1. SCOPE OF SERVICES

This specification outlines the requirements to provide one (1) year of licensing for the listed Cummins INSITE Pro. PRT currently has fifty-five (55) existing licenses and needs to renew these licenses to permit in-house maintenance on the bus engines. The successful application shall comply with all specifications outlined in this document. Our current subscription number is SB-0000371942.

2. TECHNICAL REQUIREMENTS

The scope of this purchase is for one (1) year of the Cummins INSITE Pro software Renewal subscriptions listed below:

a.

Continuation of Services				
Line	Item/Part No.	Description	MFG	QTY
1	INS-Pro-00345-1	Cummins INSITE Pro		55

b. PRT relies solely on the prices and unit costs entered through eBusiness. PRT will not consider supplied quotations, proposals, or other documentation ("Quotes") that contradict the item(s) and/or unit cost(s) requested. Quotes will not be reviewed or considered during the evaluation process, nor will they be used to determine the intent of Bidder's submission. It is the Bidder's responsibility to request clarifications if names, descriptions, and/or part numbers appear to be in duplicate or erroneous.

c. All licensing listed above is to be for a term of one (1) year to begin on the date of the Notice To Proceed ("NTP").

d. All Cummins products shall conform to the original manufacturer's specifications for the part numbers specified herein including the latest part revisions or supersessions.

3. BIDDER REQUIREMENTS

a. The Bidder shall have been in business for at least three (3) years.

b. The Bidder shall have provided similar products for companies, businesses, or nonprofit organizations within the past one (1) year.

c. The Bidder must be fully authorized to resell the Cummins INSITE Pro support set forth herein and must agree to provide warranties as required in PRT's Conditions and Instructions to Bidders ("CIBs") for line item one in Section 2. Proof of current authorization must be supplied at the time of the bid submittal. Proof of authorization as a Cummins INSITE Pro reseller that would be accepted:

- i. Copy of reseller agreement from Cummins ;
- ii. Proof of Cummins partner status paperwork; or
- iii. Written communication from Cummins confirming status as a current Cummins partner/reseller.

d. As part of its Bid submission, the Bidder must submit, and certify that it has submitted, any and all documentation, including but not limited to: End User License Agreements ("EULAs"), software maintenance and support licenses, subscription agreements, Software as a Service ("SaaS") Agreements, Cloud and/or other hosting Agreements, and/or purchase orders (collectively, the "User Agreements"), if any, that the manufacturer or developer or the Bidder will require PRT to sign in order to complete the purchase and use the products and services requested herein. Failure by the Bidder to submit any and all such User Agreements at the time of Bid submission will render Bidder's Bid submission non-responsive and ineligible for award. PRT reserves the right to negotiate

such User Agreements consistent with the CIBs and all requirements relating to this solicitation. In the event that any or all such User Agreements cannot be timely negotiated and executed with the apparent lowest responsive and responsible Bidder, PRT may reject the bid and proceed to negotiate with the next lowest responsive and responsible Bidder, in PRT's sole discretion.

- e. While Bidders may offer pricing reflected on other government contracts, the Terms and Conditions of those contracts will not be considered applicable to this bid or any resultant contract, and only the CIBs within this solicitation will apply hereto. Any attempt to alter the precedence of the CIBs, including the indemnification or warranty provisions therein either through Bidder's bid submission or through any User Agreement provided pursuant to Section 3.d herein or otherwise will render Bidder's bid submission non-responsive and ineligible for award. Should Bidder have questions or concerns regarding any of the CIBs or other conditions, please submit in writing to the Contract Specialist.

4. TRAINING REQUIREMENTS

- a. No training required.

5. PRE-AWARD REQUIREMENTS

- a. The Bidder shall be required to demonstrate to the satisfaction of PRT, at PRT's sole discretion, that the proposed products comply with all the requirements of the bid specification before the Bidder will be determined to be the lowest responsive and responsible bidder eligible for award.
- b. Bidder must bid on all line items to be eligible for award. Total lines items to bid: One (1).

6. SUPPORT

- a. Awarded Bidder shall provide a Point of Contact ("POC") and provide POC's contact information (i.e., Name, Title, Telephone, Email) to PRT contact upon award.
- b. Awarded Bidder shall provide to PRT updated POC and POC contact information within two (2) business days of change.
- c. Awarded Bidder shall acknowledge PRT communications within one (1) business day.
- d. In the event PRT requests assistance, Awarded Bidder shall coordinate technical or subscription support within one (1) business day.

7. DELIVERY

- a. The Awarded Bidder shall be required to commence with the scope of work specified herein. PRT will issue a purchase order as the scope of services under this contract as required.
- b. The Awarded Bidder shall deliver all items immediately after NTP is issued.

8. PAYMENT

- a. The Awarded Bidder shall be paid for products in accordance with the unit prices on the Proposal.
- b. The Awarded Bidder's pricing on the Proposal shall be all-inclusive. Pricing shall include all costs related to the products and services. PRT will not pay any additional charges for the specified scope of products.
- c. The Awarded Bidder shall furnish to the PRT an itemized invoice, in accordance with the proposed pricing on the proposal, and must include on the invoice the PRT Purchase Order ("PO") number supplied at time of NTP.
- d. Invoice shall be submitted to:

- i. Digitally (preferred): itinvoices@rideprt.org
- e. Physically:
 - Pittsburgh Regional Transit
 - Attn: AIS Division,
 - 345 Sixth Avenue, Third Floor
 - Pittsburgh, PA 15222-2527
- f. PRT will make payment only for those invoices that are determined to be accurate upon review of the invoice vs. products delivered.
- g. For licenses, warranties, maintenance, or other such service (“ancillary services”), if Bidder acts as a reseller, distributor, or other such entity not directly responsible for the service (“third party”), within Sixty (60) days of the date of payment by PRT to Bidder, Bidder shall provide evidence of full payment to Supplier/Provider confirming PRT’s service will remain uninterrupted for the duration of the contract.

Insurance

General. Contractor shall procure, and have all subcontractors procure, before the Contract Services are commenced hereunder, and maintain at its own cost and expense, during the entire period of the performance under this Agreement, the types and amounts of insurance listed in this Section with insurance companies authorized to operate in Pennsylvania and with insurance companies having a minimum A- rating as then stated by A.M. Best.. Limits shall be primary and non contributory. Evidence of coverage shall be provided on an annual basis and/or upon request of Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit.

Limits may be satisfied by any combination of primary and excess or umbrella per occurrence policies. In the event that the required limits must be satisfied by any combination of primary and excess or umbrella the policies shall provide drop down coverage and provide at least as broad of coverage as the underlying policies.

Commercial General Liability.

In an amount not less than:

\$4,000,000 General Aggregate
\$4,000,000 Products – Completed Operations Aggregate
\$2,000,000 Each Occurrence

Notes:

- (i) Contractor shall maintain such Products and Completed Operations liability coverage for at least (1) year after final payment.
- (ii) Policy shall provide that “Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit” be named as an Additional Insured for Contractor's full limits of coverage on a primary and non-contributory basis, but in no case less than the limits specified. Policy shall be endorsed with a waiver of subrogation clause with respect to PRT, and neither Contractor nor its insurer shall have any claim against PRT to the extent the claim is or should have been covered by insurance.

Umbrella Liability.

In an amount not less than:

\$1,000,000 Each Occurrence/Aggregate

- (i) Policy shall be endorsed with a Scheduled waiver of subrogation in favor of PRT. PRT shall be named as a scheduled additional insured.

Cyber:

In an amount not less than:

\$3,000,000 Each Claim

Notes:

- (i) The policy shall expressly provide, but not be limited to, coverage for the following: the unauthorized use/access of a computer system; the defense of any regulatory action involving a breach of privacy; failure to protect confidential information (personal and commercial information) from disclosure; notification costs, whether or not required by statute; network security liability; defense costs; and privacy liability.

Approval. Contractor shall not commence work under this Agreement until it has forwarded to PRT, for review and approval, certificate(s) of the insurance required. PRT shall be given a minimum of 30 days' notice in the event of change or cancellation of any of the insurance required. The fact that Contractor has obtained the insurance required in this Agreement shall in no manner lessen nor affect Contractor's other obligations set forth in any provision of this Agreement. The policies of insurance referenced above are not to contain any deductible or self insured retention, as applicable to PRT as an additional insured. In the event the insurance policies purchased by Contractor pursuant to the above insurance requirements contain any deductible or self insured retention provisions, Contractor shall provide PRT with disclosure of said deductible or self insurance retention prior to execution of the Contract, which will be subject to PRT approval. If PRT approves any insurance policy that includes a deductible or self insured retention, Contractor shall be responsible for payment of any and all deductibles or self insured retentions, whether owing from the named insured or PRT as an additional insured, applicable to the policies of insurance referenced above

Indemnification. Contractor, for itself, its officers, members, employees, agents, consultants, contractors, subcontractors, and its successors and assigns, shall indemnify (including but not limited to indemnification for costs of defense), and hold harmless Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit, its officers, members, employees, agents, consultants, contractors, subcontractors and its successors and assigns, from and against any losses, costs, liability or damage, and attorney's fees, including but not limited to claims for property damage, bodily injury or wrongful death, claimed against, suffered by, or incurred by Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit, its officers, members, employees, agents, consultants, contractors, subcontractors and its successors and assigns, as a result of or arising in connection with and to the extent of Contractor's performance of the Project or otherwise relating to Contractor's use of Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit property pursuant to this Agreement. This indemnification provision further applies to any claims brought by any employee, subcontractor, or employee of a subcontractor of Contractor against Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit, and Contractor expressly waives protections afforded under the Pennsylvania Workers' Compensation Act as is necessary to comply with its responsibilities under this indemnity provision.

Certificate Holder.

Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit, 345 Sixth Avenue,
Pittsburgh, PA 15222

SAMPLE AGREEMENT

THIS AGREEMENT made this [Date], by and between PORT AUTHORITY OF ALLEGHENY COUNTY D.B.A. PITTSBURGH REGIONAL TRANSIT ("PRT"), a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania and having its principal office in the City of Pittsburgh, Allegheny County, Pennsylvania, hereinafter called "PRT", and [Contractor's Name], with principal office at [Contractor's Address], hereinafter called "Contractor".

WHEREAS, Contractor submitted to the PRT a proposal to furnish certain item or items for the prices specified, and said proposal was accepted by Port Authority.

NOW, THEREFORE, Contractor and PRT agree as follows:

1. Contractor shall furnish the following when ordered at the prices shown:

[SAMPLE]

2. The Contract Documents are made a part hereof with like force and effect as though recited herein at length and are comprised of the following:

- (a) Invitation for Proposals
- (b) Proposal
- (c) Certification
- (d) Specification
- (e) Conditions and Instructions to Bidders
- (f) All addenda issued prior to the time of opening Proposals
- (g) Insurance [if required]

3. PRT, upon delivery of above equipment, parts, materials and/or supplies in accordance with this Agreement and the Contract Documents, and upon submission of invoices, shall pay the current amounts due for current deliveries under this Agreement.

PORT AUTHORITY OF ALLEGHENY COUNTY D.B.A. PRT

By _____

CONTRACTOR

(Company Name)

By _____
(Signature and Title)