



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

For

Refrigerants

Bid No.: **B26-11-80**

Electronic proposals are due at 11:00 A.M. on **December 4, 2026**

Executive Summary

The Port Authority of Allegheny County has recently implemented eBusiness. eBusiness is a mechanism which allows contractors and vendors to electronically submit bids on 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 Port Authority 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, Sample Copies of 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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PORT AUTHORITY OF ALLEGHENY COUNTY d.b.a. Pittsburgh Regional Transit “PRT”

Electronic Proposals will be received online at PRT’s Ebusiness website (<http://ebusiness.rideprt.org>).

Proposals/bid submittals will be due **11:00 AM on December 4, 2026**, and will be read at **11:15 AM.**, the same day, through your web browser via Microsoft Teams video conferencing, for the following:

Electronic Proposal - Ebusiness website (<http://ebusiness.rideprt.org>)

	Bid Number	Bid Name
1	B26-11-73	Renewable Diesel Pilot
2	B26-11-78	Bus Batteries - AGM
3	B26-11-80	Refrigerants
4	SCRAP26-11-71	Scrap Bus Sale

No bidder may withdraw a submitted Proposal for a period of 75 days after the scheduled time for opening of the sealed bids.

To join the bid opening through Microsoft Teams meeting on your computer, mobile app or room device

Meeting ID: 232 116 534 622 857 9

Passcode: Y4ds7jM9

Or call in (audio only)

412-927-0245

Phone Conference ID: 540 894 889#

No bidder may withdraw a submitted Proposal for a period of 75 days after the scheduled time for opening of the sealed bids.

A Pre-Bid Conference will be held for each of the above items at **10:00 AM on November 17, 2026**, through your web browser via Microsoft Teams video conferencing. Attendance at this meeting is not mandatory but is strongly encouraged.

Join on your computer, mobile app or room device

Meeting ID: 291 577 701 624 885 8

Passcode: mJ96PH36

Or call in (audio only)

412-927-0245

Phone Conference ID: 457 046 56#

Questions regarding any of the above bids will not be entertained by the PRT within five (5) business days of the scheduled bid opening.

These contracts may be subject to a financial assistance contract between Port Authority of Allegheny County d.b.a. PRT and the United States Department of Transportation. The Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

Contractor is responsible for expenses related to acquiring a performance bond and insurance where applicable. All items are to be FOB delivered unless otherwise specified. Costs for delivery, bond, and insurance shall be included in bidder’s proposal pricing.

Port Authority of Allegheny County d.b.a. PRT hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, disadvantaged business enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Board of PRT reserves the right to reject any or all bids.

All awards made in excess of \$100,000.00 shall require a performance bond of 50% of the contract value.

All performance bond expenses shall be the responsibility of the bidder receiving the Contract Award. Bidders are advised to build the cost of the performance bond into the pricing of their bid.

**Port Authority of Allegheny County
d/b/a
Pittsburgh Regional Transit**

**REFRIGERANTS
Specification PAT-4022-28
October 2026**

1.0 SCOPE OF WORK

- 1.1 This Specification outlines the requirements to furnish and deliver R-407C refrigerant in 115-lb. cylinders to Pittsburgh Regional Transit (PRT) as specified herein. The contract duration will be two (2) years from the date of the Notice to Proceed, (NTP).
- 1.2 Prices quoted must remain firm for the period of time covered by this contract. Any prices quoted by the Bidder shall include the cost of obtaining a Performance Bond (for any procurement over \$100,000), the cost of obtaining insurance coverages (see Section 7.0 – Insurance Requirements), delivery costs and charges (see Section 3.0 – Delivery), and any additional fees and surcharges, such as tariffs.

2.0 TECHNICAL DATA

- 2.1 Refrigerant types and sizes of cylinders shall be as follows:

R-407C Refrigerant	115-pound cylinder
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- 2.2 Refrigerants shall be supplied in United States Interstate Commerce Commission approved steel cylinders with valve and valve protection. All cylinders, cylinder deliveries, and cylinder pick-ups shall comply with Department of Transportation (DOT) regulations.

3.0 DELIVERY

- 3.1 Refrigerant will be ordered by purchase orders. Purchase orders will state the type of refrigerant, number of cylinders, and receiving location. Delivery shall be made within **three (3) calendar days** from receipt of purchase order to the locations listed herein.
- 3.2 The delivery locations are as follows. Delivery locations may be added or removed based on the needs of PRT.

- 3.2.1 **Collier Garage**
541 Mayer Street
Bridgeville, PA 15017

- 3.2.2 **East Liberty Garage**
6831 Fifth Avenue
Pittsburgh, PA 15208
- 3.2.3 **Main Shop (Manchester)**
Island and Preble Avenue
Pittsburgh, PA 15233
- 3.2.4 **Ross Garage**
4600 Perry Highway
Pittsburgh, PA 15229
- 3.2.5 **West Mifflin Garage**
1011 Lebanon Road
West Mifflin, PA 15122

- 3.3 Refrigerant shall be F.O.B. delivered and be accompanied by a delivery ticket plainly stating the receiving location, delivery date, type of refrigerant, size of cylinder, cylinder serial number and bar code number, a section listing each empty cylinder removed, and purchase order number. This ticket shall bear the signature of a responsible agent of the Supplier and shall be signed by an authorized PRT representative at the receiving location. A copy of the delivery ticket shall remain with PRT's representative. The original signed copy shall be attached to the invoice submitted to PRT for payment.
- 3.4 Deliveries to any location shall be made between the hours of 8:00 AM and 2:30 PM, Monday through Friday (excluding PRT holidays).
- 3.5 **The Supplier shall be responsible for removal of all their empty cylinders at the time the full cylinders are delivered to the respective locations. (Deliveries shall be based on a full cylinder delivered.)** The delivery ticket (stated in Section 3.3) shall include a section listing each empty cylinder removed. The Supplier's employee shall record the cylinder's serial number or bar code number and the size of the cylinder for PRT's auditing purposes.
- 3.6 Cylinders lost or destroyed by PRT shall be invoiced to PRT based upon the price as quoted on the bid as Supplier's cylinder deposit.

4.0 **CYLINDER SAFETY DATA SHEETS AND LABELING**

- 4.1 The Bidder shall submit **with their BID Form** updated Safety Data Sheets (SDS), cylinder labels, DOT information requirements, environmental information, and Technical Product Data Bulletins for the refrigerant being bid to PRT.
 - 4.1.1 **SDS submitted to PRT shall include or have attached the reporting requirements of Section 313, Title III of the Superfund Amendments and Re-authorization Act (SARA) of 1986 and 40 CFR Part 372.**

Safety Data Sheets shall have been issued or updated within the past five (5) years.

4.1.2 **DOT information shall include proper DOT shipping name, hazard class, UN number, NA number, and warning information. All cylinders shall comply with DOT requirements.**

4.1.3 **Environmental information shall include the identification of constituents in the product which are identified as hazardous pursuant to the following:**

- a) Section 311(b)(2)(a) of the Clean Water Act.
- b) Any element, compound, mixture, solution, or substance designated by Section 102 of CERCLA.
- c) Any toxic pollutant listed under Section 307(a) of the Clean Water Act.
- d) Any hazardous air pollutant listed under Section 112 of the Clean Air Act.
- e) Any imminently hazardous chemical substance or mixture with respect to which the USEPA Administrator has acted pursuant to Section 7 of the Toxic Substances Control Act.
- f) Any ozone depleting substance identified under Title VI of the Clean Air Act.

4.2 **All cylinders shall carry, as a minimum, labels in accordance with the latest edition of OSHA, EPA, and DOT regulations and the regulations established by the Pennsylvania Worker and Community Right-to-Know Act, effective August 2, 1988. Should the Bidder require additional information, label requirements can be found at:**

**Labor & Industry
Bureau of Workers' Compensation
1171 South Cameron Street, Room 324
Harrisburg, PA 17104-2501
Phone: (717) 886-9164
www.dli.pa.gov**

<https://www.pacode.com/secure/data/034/partXIIItoc.html>
Pennsylvania Code Title 34, Labor and Industry Part XIII, Worker, and Community Right to Know Act.

4.3 **At a minimum, all labels shall contain the following information:**

4.3.1 The chemical name and the common name or trade name.

- 4.3.2 A hazard warning, by symbol and words.
- 4.3.3 The name, address, and telephone number of the manufacturer.
- 4.3.4 The chemical name or common name of either the top five substances by volume or those substances making up 5% or more of the mixture.
- 4.3.5 Intended usage of the contents.
- 4.3.6 A sample set of labels affixed to each cylinder shall be submitted to PRT for review. Labels shall be included with the SDS.
- 4.4 **All labels shall be affixed to the cylinder as follows:**
 - 4.4.1 Labels shall be placed midway on the side of the cylinder.
 - 4.4.2 Labels shall be plastic coated or sprayed with a clear sealant, rendering the label waterproof and compatible with the contents of the cylinder.
 - 4.4.3 Should the label be painted onto the side of the cylinder; the color of the label's lettering shall be in contrast with the color of the cylinder.
- 4.5 **Each cylinder shall be stenciled with the following information:**
 - 4.5.1 Intended usage of the contents.
 - 4.5.2 All stenciled lettering shall be a minimum 1-1/2" high, upper case, Gothic letters, and numerals. Color of stenciling shall be in contrast with the color of the cylinder.
 - 4.5.3 All stenciling shall be located on the top of the cylinder.
- 4.6 No deliveries of refrigerant cylinders will be accepted by PRT unless the specified labels and stenciled lettering are visible on the cylinders.

5.0 **CONTRACT PRICING**

Unit price as quoted shall include delivery as specified. PRT is exempt from federal and state taxes.

6.0 **BIDDER REQUIREMENT**

Failure to provide a complete Bidder Information Sheet or a Certification Regarding Lobbying form when the Bid is submitted may result in the Bid being determined non-responsive and ineligible for further review and award. Please be advised that a completed and signed Certification Regarding Lobbying form is required for all solicitations, regardless of the dollar value of your Bid. Negative responses to Lobbying activities are required.

7.0 INSURANCE REQUIREMENTS

- 7.1 The Supplier shall maintain Insurance in accordance with the following requirements throughout the duration of a resultant contract. A Certificate of Insurance (COI) will be required prior to award.
- 7.2 The Bidder shall factor the cost of obtaining these coverages into the bid pricing.
- 7.3 Please refer to the contract number and name in the Description of Operations field of the COI.
- 7.4 The Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit (PRT) must be listed as an additional insured party under the General Liability and Auto policies.
- 7.5 The Policy must be endorsed with a waiver of subrogation clause with respect to PRT and this must be reflected on the insurance certificate or related document.

8.0 PAYMENT AND CREDITS

- 8.1 PRT will pay invoices that are determined to be accurate and complete in content, within thirty (30) working days of receipt of invoice.
- 8.2 The Supplier shall furnish to PRT two copies of a quarterly report, stating the delivery dates, number of cylinders delivered, serial number or bar code number of cylinders delivered, serial number or bar code number of cylinders removed, total dollar amount of refrigerant delivered, and the dollar value of the year-to-date contract, per location stated under Section 3.2. A copy of this report shall also be sent via email to a PRT Quality Assurance and Contract Specialist.
- 8.3 Invoices for delivery of refrigerant shall be submitted on a monthly basis. Invoices shall indicate the purchase order number, location of delivery, quantity, and unit price, per cylinder serial number or bar code, quantity and serial number or bar code number of cylinders removed, and amount credited.
- 8.4 Invoices shall be submitted to:

**Pittsburgh Regional Transit
Attn: Accounts Payable
345 Sixth Avenue, Third Floor
Pittsburgh, PA 15222-2527**

- 8.5 A copy of the delivery form (as specified under Section 3.3) shall accompany the appropriate invoice. **If a delivery form is not signed by an authorized PRT representative, the invoice will not be considered for payment.**

- 8.6 At the end of the contract, the Supplier shall remove all cylinders and provide PRT credit for unused refrigerant, including cylinder deposits.

9.0 **TECHNICIAN CERTIFICATION FORM**

Should the Supplier need a technician's verification form and copy of certification card, one will be provided.

Insurance

General. Contractor shall procure, and cause any subcontractors to 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.

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.

Worker's Compensation and Employer's Liability.

(a) Workers' Compensation - Statutory Limits

(b) Employer's Liability in an amount not less than:

\$500,000 Each Accident
\$500,000 Disease - Policy Limit
\$500,000 Disease - Each Employee

Note:

- (i) Coverage shall be provided in accordance with the laws of the Commonwealth of Pennsylvania and the laws of such other jurisdictions as may apply.
- (ii) The Contractor shall require, and hereby certifies, that each of its Subcontractors maintains Workers' Compensation Insurance in accordance herewith, and shall provide to Authority written evidence of such coverage then in effect for each Subcontractor upon Authority's request.

Commercial General Liability.

In an amount not less than:

\$2,000,000 General Aggregate
\$2,000,000 Products – Completed Operations Aggregate
\$1,000,000 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" 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 Authority, and neither Contractor nor its insurer shall have any claim against Authority to the extent the claim is or should have been covered by insurance.

Business Automobile Liability.

With a Combined Single Limit not less than:

\$1,000,000 Each Accident

Notes:

- (i) Policy shall cover the use of all owned, hired and non-owned vehicles.
- (ii) Policy shall provide that "Port Authority of Allegheny County" 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 Authority, and neither Contractor nor its insurer shall have any claim against Authority to the extent the claim is or should have been covered by insurance.
- (iii) Policy shall be endorsed with MCS 90mand CA 99 48.

Approval. Contractor shall not commence work under this Agreement until it has forwarded to Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit, for review and approval, certificate(s) of the insurance required. Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit 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

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, 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 "Port Authority", and [Contractor's Name], with principal office at [Contractor's Address], hereinafter called "Contractor".

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

NOW, THEREFORE, Contractor and Port Authority 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. Port Authority, 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

By _____

CONTRACTOR

(Company Name)

By _____
(Signature and Title)

SAMPLE PERFORMANCE BOND

(FOR CONTRACTS TOTALING \$100,000 AND OVER)

KNOW ALL MEN BY THESE PRESENTS, That we, _____,
_____, as PRINCIPAL, and _____,
_____, as SURETY, are held and firmly bound
unto Port Authority of Allegheny County, hereinafter called PORT AUTHORITY, in the sum of
_____ DOLLARS (\$ _____), said
sum being at least 50% of the contract price, for the payment of which sum well and truly to be made, we
bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a
certain contract, hereto attached, with Port Authority, dated **[Date]**, for:

[SAMPLE]

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings,
covenants, terms, conditions and agreements of said contract during the original term of said contract and
any extensions thereof that may be granted by Port Authority, with or without notice to the Surety, and
during the life of any guaranty required under the contract, and shall also well and truly perform and
fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized
modifications of said contract that may hereafter be made, then Principal and Surety shall have no further
obligation to Port Authority under the contract, otherwise this obligation shall remain in full force and
effect.

IN WITNESS WHEREOF, the above bound parties have executed this instrument this
_____ day of _____, 20____, the name of each corporate party being hereto affixed
and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

[SAMPLE]

[SAMPLE]

[SAMPLE]

[SAMPLE]

[SAMPLE]

PRINCIPAL

(IF A SOLE PROPRIETOR)

(Name of Company)

(Handwritten Signature of Owner)

(IF A PARTNERSHIP)

(Name of Owner - TYPED)

(Name of Company)

(Handwritten Signature of General Partner)

(Name of General Partner - TYPED)

(IF A CORPORATION)

(Name of Corporation)

by _____
(Handwritten Signature)

(Name and Title - TYPED)

[SAMPLE]

[SAMPLE]

[SAMPLE]

[SAMPLE]

[SAMPLE]

SURETY

WITNESS:

(Handwritten Signature)

(Corporate Surety Company Name)

(Title)

(Business Address)

by _____
(Handwritten Signature)

(Name and Title - TYPED)