Pittsburgh Regional Transit

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

For

Welding & Cutting Gases

Bid No.: **Q26-11-77**

Electronic proposals are due at 11:00 A.M. on **November 17, 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 Specification, Insurance Requirements, Sample Copy of the Agreement, 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
(dba)
PITTSBURGH REGIONAL TRANSIT

WELDING AND CUTTING GASES

Specification PAT-9044-12
October 2026

1.0 SCOPE OF WORK

This Specification outlines the requirements to furnish and deliver various gases used by Pittsburgh Regional Transit (PRT) for welding and cutting, as specified herein. The contract duration will be three (3) years from the date of Notice to Proceed.

Prices quoted must remain firm for the period covered by this contract. Prices quoted shall include the cost of obtaining insurance coverages (see Section 9.0 – Insurance Requirements), delivery costs and charges (see Section 3.0 – Delivery) as well as any additional fees and surcharges (i.e., tariffs).

2.0 TECHNICAL DATA

2.1 The types of gases to be proposed and used at various PRT locations shall be as follows:

2.1.1 Oxygen, industrial grade.

2.1.2 Nitrogen, industrial grade.

2.1.3 Acetylene, industrial grade.

2.1.4 Argon/CO_2, industrial grade, 75% Argon - 25% CO_2.

2.1.5 Argon, Industrial grade.

2.1.6 Propane.

2.1.7 Helium/Argon/CO_2, industrial grade, 90% Helium – 7.5% Argon – 2.5% CO_2.

2.2 Gases shall be supplied in United States Interstate Commerce Commission approved cylinders with valve and valve protection. Cylinders shall have a legible serial number or bar code number.

2.3 Cylinders and valves shall be periodically inspected and requalified in accordance with Department of Transportation (DOT) regulations. All acetylene cylinders and valves shall be inspected, requalified, and marked in accordance with Compressed

Gas Association (CGA) Pamphlet C-13, "Guideline for Periodic Visual Inspection and Requalification of Acetylene Cylinders".

2.4 Cylinder valves shall be compatible with PRT's existing regulators without use of any adapters. Bidders shall be responsible for contacting PRT for further information.

2.5 PRT may have approximately 345 cylinders on their properties at any one time. PRT estimates the number of cylinders in the following sizes:

125 Cu. Ft. Cylinders -- 10
277 Cu. Ft. Cylinders -- 125
330 Cu. Ft. Cylinders -- 210

3.0 DELIVERY

3.1 Gases shall be ordered by purchase orders. Purchase orders shall state the type of gas, size of cylinder and receiving location. Delivery shall be made within three calendar days from receipt of purchase order to the locations listed herein.

3.2 Delivery locations are as follows:

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 **Manchester Main Shop**
Island and Preble Avenues
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

3.2.6 **South Hills Junction**
Building #5
611 West Warrington Avenue
Pittsburgh, PA 15211

3.2.7 **Auto & Truck Shop**
Building No. 1
611 West Warrington Avenue
Pittsburgh, PA 15211

3.2.8 **South Hills Village Rail Center**
1000 Village Drive
Pittsburgh, PA 15241

3.2.9 **Harmar Garage**
2 Alpha Drive
Pittsburgh, PA. 15238

3.3 Each delivery shall be F.O.B. delivered and be accompanied by a delivery ticket plainly stating receiving location, date of delivery, type of gases, size of cylinder, cylinder serial number or bar code number, and purchase order number. This ticket shall bear the signature of the agent responsible for the company holding the contract and shall be signed by an authorized PRT employee at the receiving location. A copy of the delivery ticket shall remain with the authorized person signing the delivery ticket. The original signed copy shall be attached to the invoice submitted to PRT for payment per Section 6.0, "Invoices," of this specification.

3.4 Deliveries to any location shall be made between the hours of 8:00 am - 2:00 pm, Monday through Friday, excluding PRT holidays.

3.5 The Service Provider shall be responsible for removal of all their empty cylinders at the time full cylinders are delivered to the respective locations. (Deliveries shall be based on a full cylinder delivered.) The delivery ticket stated under Section 3.3 above shall include a section listing each empty cylinder removed. The Service Provider's employee picking up the empty cylinder shall record the cylinder's serial number or bar code number and size of cylinder for PRT's auditing purposes.

3.6 Cylinders that are lost or destroyed by PRT will be paid per the unit prices as quoted on the proposal for each respective cylinder size.

3.7 The Service Provider shall comply with all U.S. DOT and PennDOT requirements for all shipments.

4.0 REPORTS

Four times per year, the Service Provider shall furnish PRT with two copies of a quarterly report. This report shall include the date of deliveries, number of cubic feet of various gases delivered, serial number or bar code number of cylinders delivered, serial number or bar code number of cylinders removed, total dollar amount of gas delivered, rental charges per cylinder's serial number or bar code number, the total dollar amount of rental, and the dollar value of the year-to-date contract; per location stated under Section 3.2. The quarterly report shall be in the hands of the Contract Administrator within ten calendar days after each quarter throughout the duration of the contract. The quarterly report format shall be approved by PRT.

5.0 SAFETY DATA SHEETS

5.1 Within three (3) days of request by PRT, the Bidder shall submit updated Safety Data

Sheets for all products to PRT's Occupational Safety and Health Officer. Safety Data Sheets submitted to PRT shall include the reporting requirements of Section 313, Title III of the Superfund Amendments and Re-authorization Act (SARA) and 40 CFR, Part 370. Safety Data Sheets shall also be submitted when a change in product occurs.

5.2 The Bidder shall submit a copy of labels that are required to be attached on each gas cylinder in accordance with U.S. DOT, ICC, EPA, PA Dept. of Labor, and Industry (Right to Know) or OSHA regulations for review by PRT.

5.3 DOT information shall include DOT shipping name, hazard class, and UN/NA number.

5.4 Safety Data Sheets submitted to PRT shall have been updated within the past five (5) years.

6.0 INVOICES

6.1 Invoices for delivery of various gases shall be submitted monthly. Invoices shall indicate purchase order number, location of delivery, quantity of various gases delivered, date of delivery, unit price and extended price per cylinder, serial number or bar code number. Invoices for delivery of various gases shall be submitted to:

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

6.2 Invoices for rental charges shall be submitted monthly. Invoices shall indicate the location of delivery as specified in Section 3.2, the type(s) of various gases, cylinder serial number or bar code number, number of cylinders, number of rental days, daily cylinder rate, extended amount, and total rental amount. Invoices for rental charges shall be submitted to each location. PRT will provide the names of the representatives for each location upon Notice to Proceed (NTP), for the contract.

A copy of the delivery form, as specified in Section 3.3, shall accompany the appropriate invoice. If a delivery form is not signed by an authorized PRT representative, the invoice shall not be considered for payment.

7.0 COMPLETION OF CONTRACT SERVICES

7.1 At the completion of this contract, the Service Provider shall agree to extend the cylinder rental contract pricing indicated with the bid for an additional sixty (60) calendar days.

7.2 During this sixty-day term, and within thirty calendar days of the end of the regular contract, the Service Provider shall remove all unused cylinders (unbroken seals) from PRT properties and provide a credit of 50% of the contracted price (for the type of gas

in that cylinder) to PRT at the prices indicated on the proposal for the current contract year.

7.3 The Service Provider shall remove any empty cylinders immediately at the end of the contract.

7.4 The Service Provider may remove any cylinders with a partial charge of product (cylinders that are currently "in use") after forty-five calendar days of the end of the contract period and PRT agrees to pay the contract pricing for a completely used cylinder and the associated cylinder rental fee.

7.5 Cylinders left on PRT property after the sixty (60) day period shall not be chargeable to PRT for any reason.

7.6 At the end of the sixty-day period, the Service Provider and PRT shall reconcile a list of lost or missing cylinders for final payment and contract closure.

8.0 PAYMENT

The Service Provider shall submit invoices to PRT on a Monthly basis. PRT will pay the Service Provider in accordance with the prices indicated with the bid upon acceptance of the services by PRT.

9.0 INSURANCE REQUIREMENTS

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.

The Bidder shall factor the cost of obtaining these coverages into the bid pricing.

Please reference the Contract Number and Name in the "Description of Operations" field of the COI.

The Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit (PRT) must be listed as an additional insured under the General Liability and Auto policies.

The Policy must be endorsed with a waiver of subrogation clause with respect to PRT and must be reflected on the insurance certificate or related document.

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 90m and 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)