



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

For

Highway Crossing Gate Mechanism

Bid No.: **Q26-11-79**

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**

HITACHI MODEL 95E HIGHWAY CROSSING GATE MECHANISM

Specification PAT-5610

October 2026

1.0 SCOPE OF WORK

This Specification outlines the requirements to furnish and deliver to Pittsburgh Regional Transit (PRT), **four (4) Hitachi Model 95E Highway Crossing Gate Mechanisms (or “Approved Equal”), as specified herein.** The term of this contract shall be for a One (1) year period from PRT’s “Notice to Proceed” (NTP).

Prices quoted must remain firm for the period covered by this contract. Prices quoted shall include the cost of insurance coverages (see Section 8.0 - Insurance Requirements), delivery costs and charges (see Section 4.0 - Delivery), as well as any additional fees and surcharges (i.e., tariffs).

2.0 TECHNICAL DATA

2.1 The crossing gate mechanisms shall be **Model 95E+ Standard Highway Crossing Gate Mechanisms as manufactured by Hitachi Corporation (or “Approved Equal”)**. The Hitachi Model 95E crossing gate mechanism features solid state gate control; a dustless, brushless motor; dynamic braking; onboard LED indicator lights and test push buttons to speed monthly testing and troubleshooting; and a gate exit configuration with a gravity feature that ensures motorists will not be trapped on highway crossings in the event of a power failure. Crossing gate mechanisms being offered as a “Proposed Equal” shall employ similar safety and design features and shall also include the following features and meet the following specifications:

- 2.1.1 Lightweight, compact design.
- 2.1.2 Designed for easy removal and installation.
- 2.1.3 Shall fit 4-inch or 5-inch (10.2 cm or 12.7 cm) masts.
- 2.1.4 Capable of indefinite motor stall.
- 2.1.5 Shall include self-restoring internal circuit breakers.
- 2.1.6 Cast aluminum housing.

- 2.1.7 Available with vital relay or solid-state controller.
- 2.1.8 Highly efficient drive motors and gears.
- 2.1.9 Heavy duty horizontal and vertical buffers.
- 2.1.10 Built-in thermal and surge protection.
- 2.1.11 Break-away gate arm adapter.
- 2.1.12 Dimming compatible 0-10 volts.
- 2.1.13 Surge Suppression: Output shall be protected from short circuits, voltage overload, and current overload. Automatic recovery after correction. Standard built in driver surge protection of 2.5kV (min).

3.0 **SERVICE PROVIDER SUBMITTALS**

- 3.1 The Service Provider shall provide manuals and wiring diagrams covering the lights. Wiring diagrams shall be of sufficient detail to describe light connection points.
- 3.2 The Service Provider shall submit technical data sheets for the fixtures it proposes to furnish. Submittal of data sheets shall be made within seven (7) calendar days from date of PRT's request.
- 3.3 Manuals, drawings, and technical data sheets shall be furnished in the English language.
- 3.4 The Service Provider shall attach a fully completed Bidder Information Sheet with their bid and shall attach technical data sheets for the equipment being bid or shall provide such technical data sheets within three (3) days of request from PRT.
- 3.5 **PLEASE NOTE: Failure to provide a completed Bidder Information Sheet and/or Certification Regarding Lobbying form (or any issued Addendum Acknowledgements) at the time of bid submittal may result in the Bid being deemed 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 pertaining to Lobbying activities are required.**

4.0 **DELIVERY**

- 4.1 PRT will issue purchase orders as needed for gate mechanisms. Deliveries shall be made within 210 calendar days from receipt of purchase order.
- 4.2 All shipments shall be F.O.B. delivered to:

**Pittsburgh Regional Transit
South Hills Junction, Building #4
611 W. Warrington Ave.
Pittsburgh, PA 15226
Attention: Marvin Goodwin**

- 4.3 Deliveries shall be made between the hours of 8:30 am to 2:30 pm, Monday through Friday, excluding PRT holidays.

5.0 WARRANTY

- 5.1 For all equipment, the Service Provider shall provide a warranty against defects in materials and workmanship for a period of two (2) years, commencing on the date of PRT's acceptance of the equipment. The Service Provider shall provide replacement units within thirty (30) calendar days of notice from PRT or all parts that fail during the warranty period. The warranty shall be inclusive of all delivery costs.
- 5.2 This warranty is in addition to any rights provided under Uniform Commercial Code or any other remedy provided by law.

6.0 REJECTION

Any shipment or delivery that fails to conform to the item bid will be subject for rejection and returned to the Service Provider. All costs incurred for returning products plus 25% handling charges, because the PRT's quality control efforts shall be borne by the Service Provider. All returned material will be shipped "Freight Collect".

7.0 PAYMENT

- 7.1 The Service Provider will be paid in "lump sum" upon delivery of the equipment to PRT in accordance with the proposal pricing indicated. The Service Provider will be paid when all criteria, including parts, manuals, drawings, and schematics, have been provided under this contract.
- 7.2 PRT will review invoices submitted by the Service Provider for accuracy. Discrepancies will be addressed to the Service Provider prior to payment. Discrepancies shall be corrected, and a new invoice

submitted to PRT.

- 7.3 PRT will pay invoices that are determined to be accurate and complete in content, within thirty (30) working days of receipt of invoice.

8.0 INSURANCE REQUIREMENTS

The Service Provider 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 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.

Worker's Compensation and Employer's Liability (not applicable if contractor is not entering Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit property).

(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 PRT written evidence of such coverage then in effect for each Subcontractor upon PRT'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 two (2) years 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.

Business Automobile Liability (not applicable if contractor is using a common carrier for delivery).

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 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.

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

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)