Pittsburgh Regional Transit

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

For

Renewable Diesel Fuel and Storage Tank
Bid No.: **B26-11-73**

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

Executive Summary

The Port Authority of Allegheny County d.b.a. PRT has recently implemented eBusiness. eBusiness is a mechanism which allows contractors and vendors to electronically submit bids on PRT 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, 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".

TABLE OF CONTENTS

Attachment 1…… …..……..…...Advertisement

Attachment 2… .....Specification PAT-**4146**

Attachment 3……..……Insurance Requirements

Attachment 4……..……Sample Agreement

Attachment 5……..……..……...….Sample Bond

Attachment 6……..……..…..…Conditions & Instructions to Bidders

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 contract awardee. Bidders are advised to build the cost of the performance bond into the pricing of their bid.

PORT PRT OF ALLEGHENY COUNTY
(DBA PITTSBURGH REGIONAL TRANSIT)
RENEWABLE DIESEL FUEL AND STORAGE TANK
SPECIFICATION PAT-4146

1.0 SCOPE OF WORK

This Specification outlines the requirements for a Pilot Project to furnish, deliver and maintain a Renewable Diesel fuel blend, an Aboveground Storage Tank ("AST"), and accessory dispensing and monitoring equipment to the Pittsburgh Regional Transit ("PRT", "Authority") West Mifflin Division ("the Division"). The Bidder performing this work will hereinafter be referred to as the "Contractor".

1.1 The fuel shall contain Renewable Diesel ("RD"), Biodiesel (at least to the level mandated by State law), and if desired, Ultra-Low Sulfur Diesel #2 ("ULSD"). Fuel shall be blended offsite and delivered to an AST provided by the Contractor to the Division.

1.2 The Contractor shall provide all labor, materials, tools, equipment, and incidentals required to procure, install, test, commission, operate, and maintain the AST and accessory dispensing and monitoring equipment. The AST shall be able to hold a nominal 10,000 gallons. The maximum expected fill capacity shall be 90 percent of the overall tank volume.

1.3 The Contractor shall supply and install spill capture materials as identified in the Contract Documents.

1.4 At the conclusion of the Fueling Period or at PRT's request, the Contractor shall remove the AST and all installed equipment, including environmental and safety controls, and return the Worksite to its previous condition.

1.5 The Contractor shall coordinate and cooperate with PRT's Ancillary Contractors performing concurrent Work:

1.5.1 Work to route electrical power and an electronic sensor cable to the AST will be performed by PRT's Ancillary Electrical Contractor, hereinafter referred to as the "Electrical Contractor". The Contractor shall connect the power and sensor cables to the tank equipment.

1.5.2 Work to install temporary protection measures, including barriers and bollards shown in the attached Figures, will be performed by PRT's Ancillary General Highway Contractor, hereinafter referred to as the "Protection Contractor".

In addition to fuel and tank rental costs, the Contract Sum shall include the cost of obtaining a Performance Bond, cost of obtaining insurance coverages, all delivery costs and charges, and any additional fees and surcharges.

2.0 TERM OF AGREEMENT

The Contractor shall complete all portions of the Work within the number of Months specified in the Contract Documents. Time shall be computed starting with the first Day of receiving the NTP and ending the last Day of the Work and any such portion of the Work.

2.1 AST Installation: The Contractor shall provide and install a fully functional AST and fuel dispensing system within four (4) Months of PRT's Notice to Proceed ("NTP").

2.2 Fueling Period: The Contractor shall supply fuel for twelve (12) Months, starting with PRT's approval of the Contractor's installed, fully commissioned AST and fuel dispensing system.

2.3 AST Removal: The Contractor shall remove the AST (along with any remaining fuel) and all installed equipment within one (1) Month of PRT's request at the conclusion of the Fueling Period. The Contractor shall restore the Worksite to its original condition.

2.4 Total Contract Duration: The Contractor shall complete all Work within seventeen (17) Months of receiving PRT's NTP. The Contractor shall maintain the AST and dispensing system, as directed by this Contract, throughout the Contract Duration.

3.0 REFERENCE CODES AND STANDARDS

The Contractor shall comply with all applicable provisions of the latest adopted versions of the following government codes and standards:

3.1 Code of Federal Regulations ("CFR")

3.2 Flammable and Combustible Liquids (29 CFR 1910.106)

3.3 Oil Pollution Prevention (40 CFR Part 112)

3.4 Occupational Safety and Health Administration ("OSHA"), 29 CFR 1926.652, Safety and Health Regulations for Construction

3.5 Pennsylvania Code Title 25 Chapter 245, Administration of the Storage Tank and Spill Prevention Program

3.6 Pennsylvania Statutes Title 73 P.S. Trade and Commerce § 1650.3, Biodiesel content in diesel fuel sold for on-road use

3.7 Allegheny County Plumbing Code

3.8 Pertinent Local municipal ordinances

The Contractor shall comply with all applicable provisions of the latest adopted versions of the following industry codes and standards:

3.9 American Petroleum Institute ("API") 2000 - Venting Atmospheric and Low-Pressure Storage Tanks: Non-refrigerated and refrigerated

3.10 National Fire Protection Association ("NFPA")

3.11 NFPA 30 - Flammable and Combustible Liquids Code

3.12 NFPA 30A – Code for Motor Fuel Dispensing Facilities and Repair Garages.

3.13 NPFA 70 – National Electrical Code

3.14 International Code Council ("ICC") International Fire Code

3.15 Petroleum Equipment Institute ("PEI") Publication RP200, Recommended Practices for Installation of Above Ground Storage Systems

3.16 Underwriters Laboratories Inc. ("UL")

3.17 UL 142, Steel Aboveground Tanks for Flammable and Combustible Liquids

3.18 UL 567 – Pipe Connectors for Flammable Liquids and Combustible Liquids and LP-Gas.

3.19 The Uniform Fire Code ("UFC") Article 79 Storage, Handling, and Dispensing of Flammable/Combustible Liquids.

4.0 BIDDER REQUIREMENTS

Failure to provide a completed Bidder Form, Bidder Information Sheet, Tank Information Sheet, and Fuel Information Sheet at the time of bid submittal may result in the Bid being deemed non-responsive and ineligible for further review and award.

4.1 The Bidder Form shall include:

4.1.1 Price Schedules for all Work to be performed.

4.1.2 The Base Price (standard for all Bidders) equal the mid-point New York Harbor barge delivery price published by the Argus Americas Biofuels Daily Report ("Argus Price") for September 25, 2026. If awarded, this price shall float daily according to Section 8.0.

4.1.3 The Bidder's Default Contract Adder encompassing any/all anticipated costs in addition to the Base Price, including but not limited to profit, overhead, taxes, processing costs, locational modifications to the Argus Price (e.g., costs to deliver fuel to Pittsburgh), and the opportunity cost to sell fuel in Pennsylvania rather than a State (e.g., California) where it would earn additional biofuel credits. The Default Contract Adder shall be automatically applied and be fixed, without qualification. This Adder may be rounded to the fourth decimal point.

4.1.4 The Bidder's Winter Contract Adder encompassing the Default Contract Adder plus costs of proposed winterization (Section 7.24). The Winter Contract Adder shall be automatically applied in Winter Months and be fixed, without qualification, over that time. This Adder may be rounded to the fourth decimal point.

4.1.5 Itemized Tank Charges, including Rental Fees, Delivery, and Removal.

4.1.6 A Total Bid for a volume of 93,000/year gallons of fuel (approximately 7,800/month) and Aboveground Storage Tank.

4.2 The Bidder Information Sheet shall include:

4.2.1 Names, titles, phone numbers, and email addresses for points of contact representing the Bidder and proposed Subcontractors.

4.2.2 Delivery and Removal Plans for the AST and all accessory equipment.

4.2.3 A Winterization Plan describing methods by which fuel will be adjusted to ensure reliable service in Winter Months.

4.2.4 A Supply Chain Summary describing the fuel's default supply chain and ready methods to mitigate/adapt to possible disruptions. If awarded, the Bidder shall strive to maintain this supply chain and proactively notify PRT when changes are required to maintain consistent deliveries and/or meet the agreed-to Contract Price.

4.2.5 An Emissions Summary calculating the "well-to-wheels" (i.e., lifecycle) carbon intensity of both Default and Winter fuel. If awarded, the Bidder shall recalculate these emissions with any changes to the default supply chain. *Note: PRT desires a maximum carbon intensity of 40 gCO2e/MJ at all times but will accept a maximum of 55 gCO2e/MJ, as required by Section 7.20.*

4.2.6 A completed Prospective Price Table (below) recalculating the Default and Winter Contract Adders to meet the listed requirements. *Note: this information is for planning purposes only and shall not reflect on the Bidder's compliance with this Specification. If requirements cannot be fulfilled, write "NA."*

		Carbon Intensity			
		CI <55 gCO2e/MJ	CI <50 gCO2e/MJ	CI <45 gCO2e/MJ	CI <40 gCO2e/MJ
Volume	93,000 gallons				
	1.5M gal/year				
	3.0M gal/year				
	6.0M gal/year				

4.3 The Tank Information Sheet shall include:

4.3.1 A Manufacturer's Summary of the proposed AST. The AST shall have documented compatibility with the fuel to be stored.

4.3.2 Original copies of Product Data Sheets for materials and equipment in Sections 6.59-6.67 of this Contract, including but not limited to the AST and its appurtenances (e.g., equipment, pump, dispenser, hose, nozzle, and related equipment). Products shall have documented compatibility with the fuel to be stored.

4.3.3 Shop Drawings describing equipment sizes and models specific to the proposed tank system. Catalogs or catalog cut sheets are not acceptable unless the particular item and all relative data have been marked in such a manner as to be clearly defined.

4.3.4 A designated Tank Installer who, without PRT's written permission to change, shall have exclusive permission to deliver, install, and remove the AST and its appurtenances. The Bidder shall include copies of their certificates, licenses, and registrations, including their Manufactured Metallic Storage Tank Installation and Modification ("AMMX") and Aboveground Storage Tank-Civil ("ACVL") certifications awarded by the Pennsylvania Department of Environmental Protection ("PA DEP"). If the Bidder is not the Tank Installer, the Bidder shall, within seven (7) Days of PRT's request, provide a copy of a contract between the Bidder and the Tank Installer and the Tank Installer's certificates, licenses, and registrations.

4.4 The Fuel Information Sheet shall include:

4.4.1 The designated fuel Producer(s) and Terminal for fuel blending. All fuel supplied in this Contract shall be sourced from the listed Producer(s) and Terminal without PRT's written permission to change. If the Bidder is not the Producer, the Bidder shall, within seven (7) Days of PRT's request, provide a copy(s) of a written contract(s) between the Bidder and its Producer(s) for fuel in quantities sufficient to PRT.

4.4.2 Product Information Sheets and Pre-Award test results for both Default and Winter fuel. These materials shall clearly show the blend ratio (e.g., "R95B5"), list all feedstocks, and accurately reflect the fuel supplied. Revised fuel formulations, excluding winterization proposed in the Bid,

must be re-tested and, if approved in writing by PRT, supplied at the Contract Price. *Note: PRT desires, but does not require, a fuel sourced from waste and residue feedstocks (e.g., used cooking oil, tallow, waste animal/fish fat, waste agricultural products) with no greater than ten (10) percent derived from other feedstocks such as vegetable oil.*

4.5 The Bidder shall submit a complete and signed Certification Regarding Lobbying form regardless of the dollar value of their Bid. Negative responses pertaining to Lobbying activities are required.

4.6 The Bidder shall submit a Bid Guaranty certifying they will enter into a Contract with PRT for performance of the Work, and file acceptable bonds and insurance, if the Contract is awarded to it.

4.7 Prior to Bid award and within seven (7) Days of PRT's request, the Bidder shall provide updated Safety Data Sheets ("SDS"). The SDSs shall fulfil requirements of Section 313, Title III of the Superfund Amendment and Reauthorizations Act ("SARA") and 40 CFR, Part 372. SDS should have been updated within the past five (5) years.

4.8 Prior to Bid award and within seven (7) Days of PRT's request, the Bidder shall provide updated Environmental Information for constituents in the fuel identified as hazardous pursuant to Section 311(b) (2) (a) of the Clean Water Act ("CWA"), including:

4.8.1 Any element, compound, mixture, solution, or substance listed in Section 102 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA").

4.8.2 Any toxic pollutant listed under Section 307(a) of the Clean Water Act and any hazardous air pollutant listed under Section 112 of the Clean Air Act.

4.8.3 Any imminently hazardous chemical substance/mixture with respect to which the United States Environmental Protection Agency ("USEPA") Administrator has taken action pursuant to Section 7 of the Toxic Substances Control Act ("TSCA").

4.9 Prior to Bid award and within seven (7) Days of PRT's request, the Bidder shall provide updated Product Information Sheets.

5.0 POST-AWARD SUBMITTALS

Any materials or equipment procured by the Contractor prior to receiving PRT's approval are at the Contractor's sole risk and expense. No material or equipment may be brought to or installed on the Worksite prior to the submission and PRT's written approval of:

5.1 A Spill Prevention, Control, and Countermeasure Plan made in accordance with 40CRF112, the Pennsylvania Code, and PA DEP regulations. This Plan shall be submitted prior to delivering materials or equipment to the Worksite.

5.2 An Anchoring Plan listing the number, type, method, and materials for items to be anchored to concrete paving, including the dispenser equipment, hose reel, vent riser, and tank (if required by the tank manufacturer or PA DEP). The Plan shall describe the method and materials to be used to repair anchor holes after equipment is removed. This Plan shall be submitted prior to delivering materials or equipment to the Worksite.

5.3 Operation and Maintenance ("O&M") materials for all products and materials to be temporarily installed on PRT property, but which will remain the property of the Contractor. O&M materials may include manuals, instruction bulletins, parts lists, and preventive maintenance schedules. O&M materials shall be submitted prior to delivering materials or equipment to the Worksite and do not need to be turned over to PRT at the end of the Contract Duration.

5.4 A System Commissioning Plan, at minimum including health and safety; testing; calibration; startup; and operational testing procedures for all equipment. The Contractor shall provide any fluids in addition to fuel and commodities required to start and calibrate systems. This Plan shall be submitted at least seven (7) Days prior to commissioning the system.

5.5 A Calibration Stick Chart enabling the manual measurement of fuel in the tank in inches to correlate to the actual amount of fuel in the tank in gallons. This Chart shall be submitted at least seven (7) Days prior to commissioning the system.

5.5.1 The Contractor shall affix the Calibration Stick Chart to the tank exterior without compromising the integrity of the secondary containment.

5.5.2 The Contractor shall provide documentation of the initial and subsequent calibration of any fuel gauge.

5.6 Contractor Parking and Material Storage Plans describing any vehicle parking and storage needs on or along PRT property. These Plans shall be submitted within ten (10) Days of Notice of Award.

5.7 Waste disposal documentation (if any).

5.8 Post-Award test results as specified in Section 7.10-7.13.

At any point necessary for the completion of this Contract, the Contractor shall submit or assist in submitting permits, authorizations, registrations, and notifications required under State and Local codes, including a PA DEP Storage Tank Registration Form. Copies of approvals shall be shared with PRT.

6.0 AST AND DISPENSER REQUIREMENTS

Contractor Responsibilities

6.1 The Contractor shall provide and install one (1) Renewable Diesel AST system at the Worksite and in accordance with requirements of the AST system as identified on the attached Figures and detailed in this Specification.

6.1.1 The AST shall be delivered to the Division clean, with no trace of other products.

6.1.2 The AST may be new or used, owned by the Contractor or rented from a third party. In any case, it shall be maintained by the Contractor while on PRT property and removed by the Contractor at the conclusion of the Fueling Period, or else at PRT's request.

6.2 The Contractor shall install required filling and dispensing equipment as detailed in this Specification.

6.3 The Contractor shall install and maintain any spill capture materials (e.g., an oil-absorbent sock) in a manner that will not interrupt drainage to the existing storm drain inlet, as shown in the attached Figures.

6.4 The Contractor shall install normal and emergency vents and vent piping for the primary and secondary tanks.

6.5 Elements of the AST and accessory equipment may be factory-installed by the manufacturer or installed onsite by the Contractor; however, in either case, the

Contractor is responsible for providing the finished, complete, and functioning tank system, including all appurtenances and equipment, and for providing all incidental, supplementary, and miscellaneous labor and materials as required to ensure the sound, secure, and complete installation and maintenance of the AST and dispensing system.

6.6 The Contractor shall program PRT's existing Veeder Root TLS450 equipment to include the new probes installed in the tank. The Programmer must be a Veeder Root certified ATG Technician.

6.7 The Contractor shall conduct startup, commissioning, and all testing as required by the appropriate Local, State, and Federal authorities having jurisdiction.

6.8 The Contractor shall apply for, obtain, and bear the cost of all applicable permits required to complete Work from relevant Local, State, and Federal authorities with jurisdiction. Permit agencies may inspect elements of the Work within their authority. The municipality's permit processes will define advanced notification requirements that the Contractor shall obey.

6.9 The Contractor shall, unless expressly authorized by the applicable municipality, refrain from parking equipment, parking personal vehicles, and storing materials on or along public streets, or on or along PRT property. Laydown areas shall be available one (1) Day prior to beginning work at the facility and must be vacated one (1) Day after completion of the Work at that facility.

6.10 The Contractor shall be responsible for the safety of their workers (including any Subcontractors), other onsite personnel, and the general public, and shall ensure safe conditions at the Worksite in general.

6.10.1 The Contractor shall keep the Worksite in a clean, orderly condition at all times. Any request from PRT to clean and/or place a portion of the Worksite in an orderly condition shall be executed immediately by the Contractor. PRT may stop work, at no cost to PRT, for safety reasons until such a request has been performed.

6.10.2 The Contractor shall know that work may, of necessity, be performed at times near high voltage feeder cables and shall always assume that such wires and cables are energized. The Contractor shall take all necessary

precautions to avoid contacting or damaging any wires, cables, or their insulators and supporting structures.

6.11 The Contractor shall repair (sub)contractor-caused damage to construction to the satisfaction of PRT and at no additional cost to PRT.

6.12 The Contractor Shall order all materials in sufficient time to avoid delaying the completion of the Work. Delay in deliveries will not be considered a justifiable reason for the submission of substitute materials.

6.13 The Contractor shall ensure that PRT's operations within, entering, or exiting the Worksite are not stopped, rerouted, interrupted, delayed, or otherwise disrupted. The Contractor shall prevent interruptions or delays of transit service, bus, small transit vehicles, and other authorized users of PRT's transit facilities, as well as maintenance and operation support vehicles, at the Worksite except as specifically provided in the Contract Documents.

6.14 The Contractor shall complete all Work between 7:00AM and 5:00PM, Monday through Friday—hours subject to change at PRT's sole discretion. Any requests perform Work outside of these hours shall be submitted in writing and approved by PRT at least five (5) Workdays prior to the requested schedule change.

6.15 The Contractor shall notify PRT at least 21 Calendar Days prior to requesting approval to begin work at a facility. Access to PRT properties shall be evaluated and approved by PRT in the agency's Right-of-Way allocation process.

6.16 The Contractor shall complete a Right-of-Way Allocation Request a minimum of two (2) Weeks prior to commencing any activities at the Worksite. The Contractor shall attend the weekly scheduled Right-of-Way Allocation meetings prior to the start of the tank installation-related work and, during the performance of the tank installation-related work, attend all weekly Right-of-Way Allocation meetings to provide updates on its progress and activities.

6.17 The Contractor shall coordinate all tank installation activities with the Electrical Contractor. These activities shall include installing fuel inventory and interstitial leak detection data equipment and connecting both this equipment and the AST to electrical power.

6.18 The Contractor shall coordinate all tank installation activities with the Protection Contractor.

6.19 The Contractor shall coordinate all tank installation Work with PRT, who shall furnish flagging personnel and provide Maintenance and Protection of Traffic ("MPT") throughout the duration of tank installation and removal Work.

Electrical Contractor Responsibilities

6.20 The Electrical Contractor shall be contracted directly to PRT, independent of the Contractor.

6.21 The Electrical Contractor will install cables and other equipment both inside and outside the existing Division building to power and transmit sensor data from the AST system.

6.22 The Electrical Contractor's work will terminate within 24 inches of the point of connection to the tank.

6.23 The Electrical Contractor will provide enough coiled sensor cable, enabling the Contactor to connect Veeder Root sensor equipment without splicing. Splicing sensor cables is absolutely not allowed.

6.24 The Electrical Contractor shall be responsible for installing the power disconnect switch(es) needed to power the tank equipment, and for connections to the power cable provided.

Protection Contractor Responsibilities

6.25 The Protection Contractor shall be contracted directly to PRT, independent of the Contractor.

6.26 The Protection Contractor shall install and remove concrete "Jersey" or F-Shape barriers and bollards to protect the AST and workers from traffic as identified on the attached Figures.

PRT Responsibilities

6.27 PRT will be the overall administrator of the Contract. All work will be subject to direction by PRT.

6.28 PRT will procure, under separate ancillary contracts, abovementioned Electrical and Protection Contractors.

6.29 PRT will furnish flaggers for traffic control during tank installation and removal.

6.30 Only PRT personnel may fill buses via the AST system.

6.31 Only PRT-designated personnel may give operational instructions to PRT drivers and operators; the Contractor is not permitted to direct the actions of PRT drivers or operators under any circumstance.

6.32 In any situations which arise that require immediate attention to maintain PRT's operations, PRT reserves the right to postpone any of the Contractor's scheduled Work in order to facilitate requirements to support operations.

System Testing

6.33 The steel tank shall be pressure tested at 5psi for 24 hours before delivery to the Division. The steel tank shall be pressure tested at the Worksite according to the manufacturer's recommended procedures.

6.34 The AST system shall be integrity tested according to codes and standards listed in Section 6.70 as well as manufacturers' instructions. Testing shall confirm the full compliance and proper working order of the tank, spill containment buckets, fuel lines, interstitial spaces, overfill prevention valve, and additional equipment as required by State and other regulations.

6.35 The Contractor shall submit all test results required by this Specification to PRT, including results for the AST and all secondary containment structures/annuluses and all containment sumps.

6.36 The Contractor shall coordinate with the Electrical Contractor to test the system.

System Commissioning

6.37 The Contractor shall coordinate with the Electrical Contractor to commission the system. Commissioning shall include testing, start-up, calibration, programming, and documentation. When commissioning is complete, the tank system shall be ready for PRT to conduct unrestricted operations and use all systems to their full intended and designed capacity.

6.38 Fuel shall not be introduced into the system until all safety (including emergency stop, emergency valves, etc.) and leak detection devices have been tested.

6.39 When Commissioning is complete, the Contractor shall alert PRT's Inspector, who will provide a Certificate of Final Inspection upon confirmation that the system meets all requirements in this Specification.

System Service and Maintenance

6.40 All operation and maintenance required for the AST and dispensing system shall be the responsibility of the Contractor. The AST and dispensing system shall be maintained fully operational and accessible for fueling buses 24 hours per day, 7 Days per week, except during scheduled and approved tank resupplies.

6.41 In the case of tank failure or another situation causing the tank to be unavailable for fueling buses, the Contractor shall notify PRT immediately (within 1 hour or less) of becoming aware of the situation.

6.42 The Contractor shall preserve PRT's ability to fuel buses and send an emergency replacement tank (e.g., a tanker truck stationed onsite or approved equal) or tank components to the Worksite within three (3) Days of disruption. The Contractor shall reimburse PRT for any vehicle "loss of use" resulting from this disruption at a rate of $978.00 per day per bus down.

Installation/Removal Procedures: AST and Dispenser

6.43 The Contractor shall install the AST in strict accordance with the manufacturer's instructions. Nothing in this Specification is intended to supersede or contradict those instructions.

6.44 The Contractor shall install and orient the AST and required tank accessories as specified at the location shown on the attached Figures.

6.45 The Contractor shall install the vent riser.

6.46 The Contractor shall install the fuel pump, dispenser, hose reel, hose mast, nozzle, and other related parts, including the bonding cable for connection during fueling or tank filling.

6.47 If there is no factory-installed tank mount, the Contractor shall mount the hose and reel to the existing concrete slab with stainless steel anchor bolts and other hardware. Dispenser equipment shall be connected to the hose reel by 3/4 inch (minimum) black steel pipe or a hose compatible with the fuel.

6.48 The Contractor shall anchor the AST to pavement as per the approved Anchoring Plan if required by the tank manufacturer or PA DEP. In such case, the tank shall be fastened to the existing concrete slab with anchor bolts as recommended by the tank manufacturer. All bolt-down hardware shall be stainless steel.

6.49 The Contractor shall inspect any factory installed equipment and accessories for loosening during transit.

6.50 The Contractor shall ensure that equipment is adequately sized to lift and lower the tank without dragging and dropping.

6.51 At the conclusion of the Fueling Period or at PRT's request, the Contractor shall remove the AST, accessory equipment, and remaining fuel from PRT property.

6.52 Any core or drill holes made in the concrete pavement for installation of the tank or accessory equipment shall be filled with cement grout finished smooth with the surrounding surface.

6.53 Any transportation and/or disposal of fuel-related equipment and materials shall be in accordance with applicable Local, State, and Federal regulations including DOT, OSHA, and environmental regulations.

6.54 The Contractor shall submit written documentation to PRT of the disposal and/or disposition of all materials removed from the Worksite.

Installation/Removal Procedures: Spill Capture Materials

6.55 The Contractor shall be responsible for all spills or environmental contamination, including all cleanup actions and all additional expenses, fines, or other penalties that directly result from improper fuel delivery to the AST.

6.56 The Contractor shall install a hydrophobic oil-absorbent spill boom/sock around the perimeter of the existing storm drain inlet, as shown in the attached Figures. The Contractor shall place a spill kit container with spill capture materials next to the AST. In addition, the Contractor shall:

6.56.1 Document disposal with PRT and discard used spill cleanup materials according to PA DEP requirements.

6.56.2 Replace spill materials after any disposal.

Installation/Removal Procedures: Protection Measures

6.57 Temporary barriers and bollards are to be installed by the Protection Contractor immediately following installation of the AST. The Contractor shall coordinate installation activities with the Protection Contractor.

6.58 Temporary barriers and bollards are to be removed by the Protection Contractor following the conclusion of the Fueling Period, and prior to the Contractor's removal of the AST. The Contractor shall coordinate removal activities with the Protection Contractor.

Required Products**:** AST and Dispenser

6.59 The Contractor shall furnish a double-wall steel AST with a nominal capacity of at least 10,000 (e.g., Containment Solutions Lube Cube™ or approved equal).

6.59.1 The actual capacity of the AST may be more or less provided it fulfils PRT's anticipated supply needs, as approved in writing by PRT.

6.59.2 In any case, the tank shall not exceed the following: 11 feet width, 30 feet length, 10 feet top of tank from pavement.

6.59.3 The tank shall be shop fabricated as one unit and require no assembly, construction or completion at the Worksite.

6.59.4 The tank shall be designed, constructed, and listed in accordance with UL 142 and meet requirements for atmospheric tanks of NFPA 30, 30A, 31 and The Uniform Fire Code Article 79. The inner and outer tanks shall be constructed of steel with thickness as determined by UL 142.

6.60 Interior (Primary) Tank

6.60.1 The primary tank shall be certified compatible with the proposed fuel.

6.60.2 The primary tank shall be pressure tested in the factory to UL 142 specifications (3psi).

6.60.3 The primary tank shall be fitted with a 6-inch fill port, a 3-inch normal working vent, a minimum 8-inch emergency vent port (as required by UL standard), three (3) 2-inch liquid gauging ports for manual (stick gauge), mechanical (clock gauge), and electronic (Veeder Root)

gauging, minimum one (1) 2-inch spare port, and an 18-inch 304 SS manway. Striker plates are required under each opening. Spare ports shall be fitted with a locking steel plug or cap.

6.60.4 The primary tank shall be equipped with a normal operating vent and an emergency vent in accordance with NFPA 30.

6.61 Outer (Secondary) Containment Tank

6.61.1 The tank exterior shall be shop-primed with an enamel finish.

6.61.2 The secondary containment tank shall be pressure tested in the factory to UL 142 specification (3psi).

6.61.3 The secondary tank shall be equipped with a 2-inch monitoring port, a 2-inch working vent, and a minimum 8-inch emergency vent port as required by the UL standard.

6.61.4 The secondary tank shall be equipped with a normal operating vent and an emergency vent in accordance with NFPA 30.

6.62 The Contractor shall furnish all fill equipment, tank gauging equipment, openings caps, vents, and other hardware required to provide a completely operational AST storage and dispensing system. This shall at minimum include:

6.62.1 An Interstitial Liquid Sensor (Veeder Root) sized and calibrated for the tank provided, with a sensor verified to be compatible with the Veeder Root System (TLS-450).

6.62.2 The Contractor shall provide a 4-inch diameter magnetostrictive probe (e.g., Veeder Root Mag Plus Probe or approved equal) verified to be compatible with the Veeder Root System (TLS-450), AST, and fuel. The Contractor shall provide a 4-inch diameter riser for in-tank monitoring device access.

6.62.3 An integral fill port and UL-listed minimum sized 10-gallon spill container surrounding the fill pipe. The spill containment basin shall have a locking, water-tight lid. The containment basin shall include a normally closed valve that can be manually opened to release spilled fuel into the fill pipe.

6.62.4 An overfill control valve that will automatically shutoff flow into the tank when the tank is no more than 95 percent full.

6.62.5 Tank ports entering the inner tank for a mechanical (clock) gauge, and a manual (stick) depth gauge. The tank shall include a calibrated depth measurement stick. Unused tank ports shall have locking plugs or caps.

6.62.6 A 2-inch diameter ASTM A53, Schedule 40 galvanized steel vent pipe with all primary and emergency vents.

6.62.7 A 2-inch diameter ASTM A53, Schedule 40 black steel pipe for the fill and dispenser. The supply pipe drop tube inside the tank shall extend to 6 inches above the bottom of the inner tank.

6.62.8 Tank supports per applicable regulations to permit complete underside inspection but not more than 12 inches above the pad.

6.62.9 A UL listing with a UL certification plate permanently affixed to the dispenser. Standards/Approvals: C-UL-US listed; NYCFD and W&M approvals.

6.62.10 Electronic dispenser equipment meeting NEC requirements for an NFPA 30 Class II combustible liquid.

6.62.11 A mechanical meter with volume only (gallons) display.

6.62.12 A dispenser pump compatible with the fuel allowing a minimum 12gpm flow (e.g., Fill-Rite 700 series or approved equal).

6.62.13 Dispenser pipe, hose, and other equipment compatible with the fuel with manufacturer's documentation.

6.62.14 A high flow fuel filter with 10-micron element.

6.62.15 A spring-loaded mechanical rewind hose reel with capacity for the hose provided (minimum 35 feet of ¾ inch ID hose).

6.62.16 A 3/4 inch (minimum ID) hose compatible with the fuel. The hose shall be at least 35 feet and long enough to easily reach the fueling point of buses parked 10 feet outside of the protective barriers and bollards. The

hose shall be equipped with a G2266-105 POSI-LOCK fueling nozzle and breakaway coupling.

6.63 Equipment not listed above (valve models, pipe fittings, etc.) shall be included as part of the submittals per Sections 4.3.2, 4.3.3, and 5.3.

6.64 The Contractor shall label the tank (contents, size, etc.); all piping (fill/dispenser, etc.), fill, and interstitial ports; emergency vents; etc. for easy reference. The tank shall be affixed with exterior signs at the appropriate locations and configured to meet applicable code requirements. The NFPA Hazard Ranking, tank designation, and tank capacity shall also be shown on the tank.

6.65 All sensor and monitoring equipment shall be compatible and integrated with the Veeder Root TLS-450 console used at the Division.

Required Products: Spill Capture Materials

6.66 Booms: The Contractor shall provide oil absorbent hydrophobic booms or “socks” of a minimum 3 inches in diameter (e.g., AbsorbTech Sorblts SuperSock™ or approved equal).

6.67 Drums: The Contractor shall provide oil absorbent material (e.g., PIG® Oil-Only Spill Kit in 30-Gallon Overpack Salvage Drum, KIT436, or approved equal).

Quality Control

6.68 The AST, including required fittings, hardware and accessories, shall be installed and maintained in strict accordance with the manufacturer's instructions, original manufacturers’ warranties, and any applicable fire and environmental codes.

6.69 All work is to be completed under direct supervision of a PA DEP Certified Tank Installer. The Contractor shall verify the certifications of Tank Installers utilized for the Work.

6.70 Materials and equipment shall be manufactured, installed, and tested as specified in the latest editions of applicable publications, standards, and rulings, including but not limited to:

6.70.1 All State and Local building, plumbing, mechanical, electrical, fire and health department codes

6.70.2 National Fire Protection Association (“NFPA”)

6.70.3 Occupational Safety and Health Administration (“OSHA”)

6.70.4 Underwriters Laboratories (“UL”)

6.70.5 American Petroleum Institute (“API”)

6.70.6 Petroleum Equipment Institute (“PEI”)

6.70.7 Factory Mutual Association (“FM”)

6.70.8 American National Standards Institute (“ANSI”).

6.70.9 American Society of Mechanical Engineers (“ASME”)

6.70.10 American Society for Testing of Materials (“ASTM”)

6.70.11 Standardization Society of the Valve and Fitting Industry (“MSS”)

6.71 The Contractor shall maintain Safety Data Sheets (“SDS”)/Product Handling and Use documentation for any fuel stored or used onsite and shall update documents if/when fuel formulations change. The Contractor shall provide copies of all SDS documentation to PRT.

6.72 The Contractor shall verify prior to delivery to the Division that the tank capacity, dimensions, and configuration of tank appurtenances meet design requirements.

PRT Personnel Training

6.73 The Contractor shall give up to four (4) hours of onsite training to PRT personnel in operation of the tank and equipment, including but not limited to power on/off, normal fueling, emergency procedures, and Contractor contact procedures.

6.74 The Contractor shall coordinate training with the Electrical Contractor and PRT.

Record Keeping and Reporting

6.75 The Contractor shall maintain records of all fuel levels and deliveries, including quantity delivered, tank level measured directly at the tank before delivery, and tank level after delivery.

6.76 Delivery trucks shall have meters to accurately measure quantities pumped.

6.77 Copies of fuel use records shall be provided as requested by PRT, and in formats acceptable to PRT, at the time of each delivery.

6.78 The Contractor shall coordinate with PRT to reconcile measurements at the tank and delivery truck with data recorded by PRT's Veeder Root system.

6.79 The Contractor shall be responsible for identifying and correcting causes of any discrepancies between the electronic data and directly measured records.

7.0 FUEL SUPPLY REQUIREMENTS

Contractor Responsibilities

7.1 The Contractor shall deliver a complete, ready-to-use fuel to the Division with a volume sufficient to maintain ten (10) transit buses in daily service for the entire Fueling Period—approximately 7,800 gallons per month, or 93,000 gallons total.

7.2 The Contractor shall deliver fuel on a regular monthly schedule unless otherwise approved in writing by PRT. Deliveries shall occur at times convenient to PRT.

PRT Responsibilities

7.3 PRT shall be the overall administrator of the Contract. All work will be subject to direction by PRT.

7.4 With prior notice and at times reasonably convenient to PRT, the Contractor will be granted necessary access to Division facilities. These will include the fuel lane where fuel shall be delivered, as well as the Veeder Root terminal.

7.5 Only PRT personnel may fill buses via the AST system.

Fuel Testing (Pre-Award)

7.6 Bidders shall obtain test results for both Default and Winter fuel compliant with required properties (Section 7.20). Results shall clearly show the blend ratio (e.g., "R95B5"), list all feedstocks, and accurately reflect the fuel supplied. Revised fuel formulations, excluding winterization proposed in the Bid, must be re-tested and, if approved in writing by PRT, supplied at the Contract Price.

7.7 Bidders may use the Producer's laboratory or a commercial laboratory to conduct these tests. Test results shall be certified by the laboratory that performed them.

7.8 PRT reserves the right to reject bids on fuel or fuel components that have not been subjected to necessary tests, or for which the Bidder cannot submit test records to satisfy PRT that the fuel meets the specified requirements.

7.9 Failure to supply new or revised test results within five (5) Days of PRT’s request shall be sufficient cause to reject the Bid.

Fuel Testing (Post-Award)

7.10 At PRT’s expense and discretion, fuel shipments and deliveries may be sampled and tested by PRT’s Independent Testing Laboratory for compliance with this Specification. Random samples may be drawn:

7.10.1 By PRT's authorized laboratory technician from tankers being loaded at the Terminal prior to dispatching to PRT's property.

7.10.2 By an authorized PRT representative from tankers arriving at PRT's property, prior to discharge into the tank.

7.11 The Contractor shall replace all fuel failing these tests within three (3) Days and reimburse PRT for property damage and vehicle downtime (at a rate of $978.00 per day per bus down) resulting from contamination or noncompliance with this Specification.

7.12 The Contractor shall ensure fuel is free of bacteria and/or condensation. If these are found, the Contractor shall put a qualified field representative on immediate notice to apply treatment or, at PRT's discretion, ensure a replacement of fuel at no cost to PRT.

7.13 At any time during the Contract Duration and without liability to the Contractor, PRT may purchase reasonable amounts of fuel or fuel components from one or more other suppliers for purposes of comparison testing and evaluation.

Blending and Delivery Procedures

7.14 The Contractor shall injection blend all fuel at an offsite Terminal.

7.15 Injection blending shall be exclusively performed with clean and dedicated hoses properly labeled for that purpose.

7.16 When meter blending into truck storage, each compartment shall carry the agreed ratio of blended fuel. For example, for an R95B5 blend, each compartment would carry 95 percent RD and 5 percent Biodiesel. Measurement by weight shall not be acceptable.

7.17 The Contractor shall schedule Free On Board ("FOB") deliveries with Division staff designated by PRT. For all deliveries, the driver shall:

7.17.1 Sign a terminal meter ticket and delivery ticket. These tickets shall be plainly legible and include the date and time of delivery; actual or gross fuel volume (not temperature corrected); the description of the product, including any winterization; the name and address of the Terminal and Producer; the date fuel was withdrawn from the Terminal; the name of the transporter or carrier; the mode(s) of transport and distance traveled by each; and the bill of lading number.

7.17.2 Record other required information with an ink pen so as not to obscure the original document. Illegible documents will not be accepted.

7.17.3 Upon arrival at the Division, alert maintenance staff designated by PRT. In the presence of this staff, the driver shall stick the storage tank before and after dispensing fuel.

7.17.4 Consult Veeder-Root reports, as available, to confirm the tank's empty capacity. The Contractor shall not fill the tank beyond 90 percent of its' capacity. The Contractor shall be responsible for, and bear the cost of, damages and cleanup required from fuel spillage or overfilling. Should PRT need to use its own materials and/or labor for emergency cleanup, the Contractor shall reimburse PRT for resulting material and/or labor costs. If fuel is delivered to the incorrect location, the Contractor shall bear the cost to remove, replace, and dispose of the tank as well as any affected vehicle equipment.

7.17.5 Secure fill risers and spill bucket lids before leaving the Worksite.

7.18 The Contractor shall identify a point of contact to receive delivery releases from PRT. Within one (1) hour of receipt, the Contractor shall email PRT with the order

date, order quantity, and anticipated delivery date. Deliveries shall be made within twenty-four (24) hours of confirmation, if applicable.

7.19 If delivery must be delayed, the Contractor shall immediately call and email staff designated by PRT. Notices shall state the cause of delay and new delivery time.

Performance Properties

7.20 The Contractor shall submit lab results verifying their fuel's compliance with the below properties. Results differing significantly from these properties will not be accepted. Properties reflect blended fuel unless attributed to specific components.

Property	ASTM Method	Limits	Units
Renewable Diesel ("RD")	N/A	95 min. (Default), 80 min. (Winter)	% volume
Fatty Acid Methyl Ester ("FAME")	D7371	5 max.	% volume
Flash Point	D93	125 min.	Degrees F
Water and Sediment	D2709	0.05 max.	% volume
One of the following:			
(1) Physical Distillation, T90	D86	640 max.	Degrees F
(2) Simulated Distillation, T90	D2887	673 max.	Degrees F
Kinematic Viscosity @ 104° F	D445	1.9-4.1	mm^2/sec.
Ash	D482	0.01 max.	% mass
Sulfur S15 Grade	D5453	0.0015 max. (15)	% mass (ppm)
Copper Strip Corrosion	D130	No. 3 max.	
Cetane Number	D613	65 min. (RD), 42 min. (ULSD)	N/A
Cetane Index	N/A	40 min.	N/A
Aromaticity	N/A	35 max.	% volume
Ramsbottom Carbon Residue	D524	0.35 max.	% mass
Cloud Point	D2500	Report	Degrees F
Lubricity, HFRR @ 140° F	D6079	520 max.	Microns
Cold Filter Plugging Point	D6371-05	-10°F below ambient temp min. to a max. reading of -10° F	Degrees F
API Gravity @ 60° F	D287	33-38	Degrees F
Oxidation Stability	EN14112 or D2274	15 hours 3 minutes max.	Hours mg/L
Carbon Intensity	N/A	55 max.	gCO2e/MJ

7.21 The above properties reflect requirements from the Clean Fuels Alliance, Engine Manufacturer's Association, and Cummins, Inc. PRT's Cummins engines utilize exhaust gas recirculation ("EGR") and after-treatment devices. To ensure proper function of these technologies, Cummins advises strict adherence.

7.22 For pure Renewable Diesel ("R100") included in the fuel, the Contractor shall:

7.22.1 Certify a product compliant with the latest version of ASTM D975.

7.22.2 Certify a pH-neutral product free of conditioners, smoke suppressant additives, Cetane improvement additives, Polychlorinated Biphenyls ("PCBs"), and palm oil feedstock of any kind.

7.22.3 Certify a product free of bacteria and condensation. For any damage directly traceable to such contamination, the Contractor shall pay or reimburse PRT for resulting repair costs.

7.22.4 Provide as fresh a product as practical. In no case shall the product be older than four (4) Months from the date of manufacture.

7.22.5 Upon PRT's request, provide certificates of analysis for R100 blended into the fuel. Certificates shall be kept on file by the Contractor with a history of at least one (1) year.

7.23 The fuel shall include at least as much pure Biodiesel ("B100") required by State law. For B100 included in the fuel, the Contractor shall:

7.23.1 Conform to the US Department of Energy's latest Biodiesel Handling and Use guidelines, unless otherwise specified.

7.23.2 Certify a product compliant with the latest version of ASTM D6751 (Grade 15) and made in a BQ 9000- and ISO 9001-compliant facility.

7.23.3 Certify a product free of bacteria and condensation. For any damage directly traceable to such contamination, the Contractor shall pay or reimburse PRT for resulting repair costs.

7.23.4 Certify a homogenous product, virgin from a single feedstock, free of recycled products in the manufacturing process.

7.23.5 Provide as fresh a product as practical. In no case shall the product be older than four (4) months from the date of manufacture.

7.23.6 Upon PRT's request, provide certificates of analysis for B100 blended into the fuel. Certificates shall be kept on file by the Contractor with a history of at least one (1) year.

Fuel Winterization

7.24 The Contractor shall winterize fuel such that the Cold Filter Plug Point is always 10° F (ten degrees Fahrenheit) below the forecasted ambient low, to a maximum test result reading of -10° F.

7.24.1 The forecasted ambient low shall be as stated by the National Oceanic and Atmospheric Administration ("NOAA")/National Weather Service ("NWS") for the Pittsburgh, PA/Allegheny County region.

7.24.2 Winter fuel shall be delivered between November 1 and March 31. The Contractor shall make seasonal changes automatically and include the changeover cost in the Total Bid.

7.25 The Contractor may seasonally process the R100 component of fuel such that the fuel attains properties in Section 7.20 (e.g., enhanced isomerization).

7.26 The Contractor may seasonally increase ULSD content such that the fuel attains properties in Section 7.20. All ULSD shall be injection blended offsite.

7.27 Additives (e.g., kerosine) are assumed to have little effect on RD's cold-weather performance. However, the Contractor may propose and provide documentation for additives with proven cold-weather benefits, and with PRT's approval, blend them such that the fuel attains the properties in Section 7.20. Any additives shall be injection blended offsite.

7.28 Delivery documentation (Section 7.17) shall specify Winter fuel deliveries and methods of winterization. The Contractor shall notify PRT's Quality Assurance Specialist within five (5) Days of the first delivery of winterized fuel.

8.0 FUEL PRICING

The Base Price shall be a floating daily rate equal the mid-point New York Harbor barge delivery price published by the Argus Americas Biofuels Daily Report. Floating prices shall apply to all deliveries made from 12:01AM the Day after the posting to 12:00 midnight the next posting Day.

8.1 The Default Contract Adder shall include proposed costs beyond the Base Price, including but not limited to profit, overhead, taxes, processing costs, locational modifications to the Argus Price (e.g., costs to deliver fuel to Pittsburgh), and the opportunity cost to sell fuel in Pennsylvania rather than a State (e.g., California) where it would earn additional biofuel credits. The Default Contract Adder shall be automatically applied and be fixed, without qualification. This Adder may be rounded to the fourth decimal point.

8.2 The Winter Contract Adder shall equal the Default Contract Adder plus the cost of winterization. The Winter Contract Adder shall be automatically applied during Winter Months and be fixed, without qualification, during that time. This Adder may be rounded to the fourth decimal point.

9.0 PAYMENT

9.1 Costs will be paid monthly, with fuel costs paid according to Section 8.0.

9.2 Invoices shall be submitted electronically to the following:

- Accounts Payable: accounts@rideprt.org
- Robert Valenzuela: rvalenzuela@rideprt.org
- Anna Marie McKibben: amckibben@rideprt.org
- Justin Cava: jcava@rideprt.org
- Ryan Warsing: rwarsing@rideprt.org

9.3 Purchase orders shall be issued throughout the Contract Duration. The Contractor shall be paid according to Bid Sheet pricing within one (1) Month of receipt and verification of invoice.

10.0 DEFINITIONS

10.1 **Aboveground Storage Tank ("AST")** - Fuel tank meeting the requirements of Section 6.0.

10.2 **Addenda** - Written interpretations, clarifications, and revisions to any of the Bid Documents issued by PRT or its authorized representative before the bid opening.

10.3 **Advertisement** - The public announcement, as required by law, inviting Bids for work to be performed, material to be furnished, or both.

10.4 **Agreement** - The document executed by PRT and the Contractor in conformance with the Contract Documents for the performance of the Work.

10.5 **Approved** - The written approval, endorsement or authorization by PRT of a plan, proposal, procedure, action, document, report, specification, design, or any parts thereof, undertaken, promulgated, or developed by the Contractor in accordance with the indicated requirements of the Contract Documents.

10.6 **Argus Americas Biofuels Daily Report** - The subscription-based publication by Argus Media used to track the floating daily price of RD.

10.7 **The Authority ("PAAC", "PRT")** - Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit, acting by and through its officers, employees, agents or authorized representatives, designated by PRT.

10.8 **Award** - The acceptance by PRT of the lowest responsive Bid from a responsible Bidder as evidenced by the written Notice of Award to the Bidder.

10.9 **Base Price ("Argus Price")** - The floating daily fuel price equal to the mid-point New York Harbor barge delivery price published by the Argus Americas Biofuels Daily Report.

10.10 **Bid** - The Bid from the Bidder for the Work, submitted on the prescribed Form of Bid properly signed, dated and guaranteed.

10.11 **Bidder** - An individual, firm, partnership, corporation, joint venture or combination thereof, submitting a Bid for the Work as a single business entity and acting directly or through a duly authorized representative.

10.12 **Bid Documents** - Documents provided by PRT for the purpose of soliciting Bids for the Work, including the Technical Provisions and Figures.

10.13 **Bid Item** (See Contract Item)

10.14 **Certificate of Final Inspection** - Certificate issued by PRT certifying acceptance of the Work with the exception of contractual administrative demobilization work.

10.15 **Change Order** - A written order issued by PRT to the Contractor delineating changes in the Contract Documents and establishing the basis of payment and time adjustments for the portion of the Work, if any, affected by the changes.

10.16 **Contract** (See Agreement)

10.17 **Contract Adder** - The price the Bidder proposes which shall be all inclusive of their profit margin, overhead, taxes, delivery costs, Federal biofuel credits, and the opportunity cost to sell fuel in Pennsylvania rather than a State where it may earn additional biofuel credits. The Contract Adder shall be seasonally adjusted during Winter Months to include the cost of winterization.

10.18 **Contract Documents** - The Bid Documents, the Contractor's Bid, the executed Contract Forms, the Notice to Proceed, Change Orders and Field Orders.

10.19 **Fixed Price Item** - A specifically described item of work which is pre-priced in the Bid Documents.

10.20 **Contract Forms** - A set of documents issued by PRT for the Work, which includes but is not limited to the Advertisement, Form of Bid, Certification of Bidder, DB forms, Agreement, and Performance Bond.

10.21 **Contract Item ("Pay Item")** - An item of work for which a price is provided in the Contract Documents.

10.22 **Contract Specifications ("Specifications")** - Directions, provisions, and requirements contained, or referenced, in the Contract Documents prescribing the requirements for performing the Work, or to the quantities and qualities of materials to be furnished or incorporated into the Work.

10.23 **Contract Sum** - The total dollar amount of the Contract, as it may be adjusted, from time to time, in accordance with the Contract Documents.

10.24 **Contracting Officer** - The Contracting Officer for this Contract is PRT's Chief Financial Officer and/or Controller, unless otherwise identified by PRT in writing, or their designee.

10.25 **Contractor** - The individual, firm, partnership, corporation, joint venture or combination thereof, who, as an independent contractor, has entered into the Agreement with PRT.

10.26 **Data -** Written information, including but not limited to calculations and catalog cuts, prepared by the Contractor, its Subcontractors, or Suppliers in response to requirements set forth in the Contract Documents.

10.27 **Day(s)** - Means Calendar Day(s), unless otherwise designated.

10.28 **The Division** - PRT's West Mifflin bus garage (located at Lebanon Rd and Noble Dr, West Mifflin, PA 15122), unless otherwise specified.

10.29 **Execute/Execution** - The signing of a document by an authorized representative of PRT and/or an authorized representative of the Contractor.

10.30 **Failure** - Any detected inability of a material or equipment, or any portion thereof, to function or perform in accordance with the Contract Documents.

10.31 **Field Order** - A written notice issued to the Contractor by PRT staff specifying an action required of the Contractor.

10.32 **The Fuel** - Means the "ready to use" fuel blend proposed by the Bidder and accepted by PRT, unless otherwise designated. Fuel ingredients are called "components" or "constituent" parts.

10.33 **Fueling Period** - The time in Months from which the AST is inspected and approved to hold the fuel by PRT, and during which fuel deliveries are made. The Fueling Period shall last twelve (12) Months unless terminated sooner by PRT.

10.34 **Government** - The Local (Borough of West Mifflin or Allegheny County), State (Commonwealth of Pennsylvania) and/or United States Federal Government as applicable.

10.35 **Independent Certified Testing Laboratory** - A laboratory that can perform the test(s) and certify the test results independently, in that the laboratory is not affiliated in any manner with the Bidder or Producer.

10.36 **Inspector** - PRT's authorized representative assigned to inspect the Work.

10.37 **Local Government** - Any and all municipalities with authority over the Worksite, including but not limited to Allegheny County and West Mifflin Borough.

10.38 **Notice of Award** - A written notification from PRT to Bidder stating PRT has selected it as the lowest responsive and responsible Bidder.

10.39 **Notice to Proceed ("NTP")** - A written notice from PRT to the Contractor directing the Contractor to proceed with the Work.

10.40 **Others** - Individuals, partnerships, governmental bodies, corporate entities or agencies whose activities, services, facilities or equipment interfaces with or are impacted by the Work.

10.41 **Pay Item** (See Contract Item)

10.42 **Performance Bond** - The approved form of security furnished by the Contractor and its Surety as a guaranty to execute the Work in accordance with the Contract Documents.

10.43 **Producer** - Not necessarily the Bidder, but the Producer (Refiner of fuel).

10.44 **Product Data** - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

10.45 **Programmer** - the Contractor's Veeder Root certified ATG Technician charged with programming the Veeder Root TLS-450 console used by the Division.

10.46 **Project** (See Work)

10.47 **Provided** - Provided shall mean furnished, installed and completed by the Contractor in accordance with the Contract Documents.

10.48 **Reliability** - The probability that an item of work will perform its intended functions without failure and within design parameters under specified operating conditions for which it is designed and for a specific period of time.

10.49 **Shop Drawings** - Drawings prepared by the Contractor, its Subcontractors or its Suppliers to supplement or detail the Contract Documents, and which are required by the Contract Documents or prepared by the Contractor to detail work not shown on the Contract Documents which will be incorporated in and become an integral part of the Work.

10.50 **State** - The Commonwealth of Pennsylvania.

10.51 **Subcontractor -** Any individual, partnership, firm, corporation, joint venture or any combination thereof, who performs or installs, totally or partially, any portion

of the Work for the Contractor as required to fulfill the Contract, by virtue of an agreement with the Contractor.

10.52 **Supplier** - Any individual, partnership, firm, corporation, joint venture or any combination thereof, who provides material, products, equipment or systems, but not labor or services, to the Contractor via an agreement with the Contractor.

10.53 **Surety** - The corporate body which is bound with and for the Bidder/Contractor for, among other things, the Bidder to enter into a contract, the satisfactory and timely performance of the Work by the Contractor, and the prompt payment in full for materials, labor, equipment, rentals, and services, as provided in the bonds required by the Bid Documents.

10.54 **Technical Provisions** - Requirements setting forth descriptions of elements of the Work to be performed, the quality of required labor, material and equipment, and the method of measurement and payment for identified elements of the Work.

10.55 **Terminal** - The storage facility or bulk plant where all fuel is injection blended and directly shipped to PRT.

10.56 **Contract Duration** - The number of Months set forth in the Contract Documents for completion of the Work.

10.57 **Total Bid** - The total monetary amount of the Bid in dollars for performance of the Work calculated in accordance with the Bid Documents.

10.58 **Unit Cost Item** - A specifically described item of work which is variably priced (i.e., “floating”) in the Bid Documents.

10.59 **U. S. Department of Transportation (“DOT”)** - The Secretary of the United States Department of Transportation, and other persons who may at the time be acting in the capacity of the Secretary or as an authorized representative of the Secretary or other persons otherwise authorized to perform the functions to be performed by DOT, including representatives of the Federal Transportation Administration (“FTA”).

10.60 **Winter Months** - the calendar months of November through March.

10.61 **Winterization** - the process of seasonally adjusting fuel to perform reliably in Winter Months. The Bidder may propose any method of winterization compliant with this Specification.

10.62 **Work ("Project")** - All operations, materials, equipment and labor required to furnish or provide a completed improvement as specified, shown, or indicated in the Contract Documents, including all alterations, amendments or extensions thereto made by Change Order, and all necessary administrative activities.

10.63 **Worksite** - The area indicated in the Contract Documents in which the Contractor is to perform the Work or portions thereof. It shall also include areas obtained or used by the Contractor in connection with the Work, and any PRT property authorized for use by the Contractor in the performance of the Work.

11.0 INSURANCE REQUIREMENTS

The Supplier shall have Insurance meeting the following requirements throughout the Contract Duration. A Certificate of Insurance ("COI") shall be required prior to award.

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

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

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

11.4 The Bidder shall reference the Contract Number and Name in the "Description of Operations" field of the COI.

12.0 CANCELLATION OF PROCUREMENT

PRT reserves the right to cancel this procurement and not award this agreement for any reason whatsoever, and at any time, before the agreement is fully executed and approved on behalf of PRT.

13.0 ATTACHMENTS

Figure 1 – West Mifflin Division (Lebanon Rd and Noble Dr, West Mifflin, PA 15122)

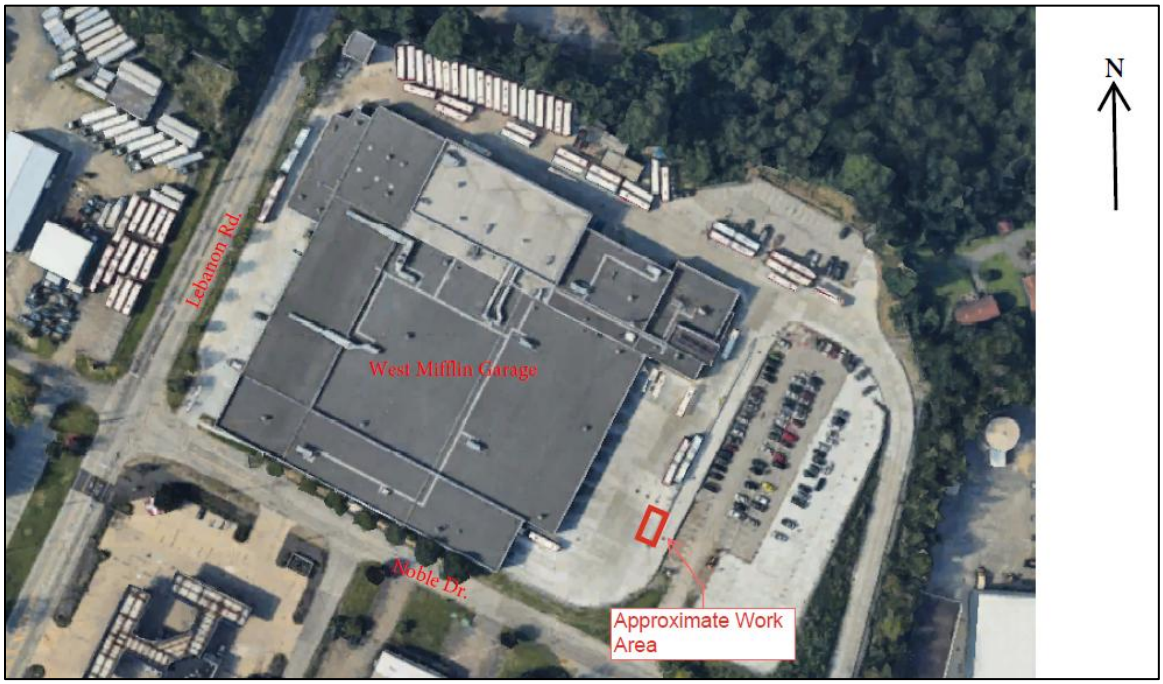


Figure 2 – Site Plan

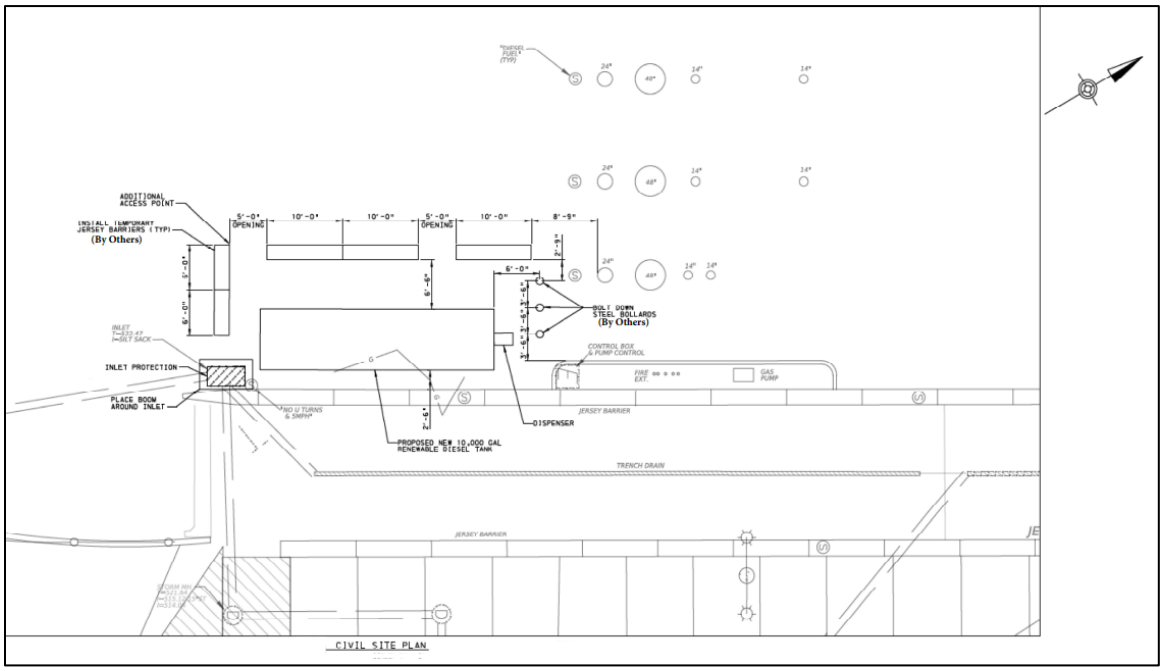
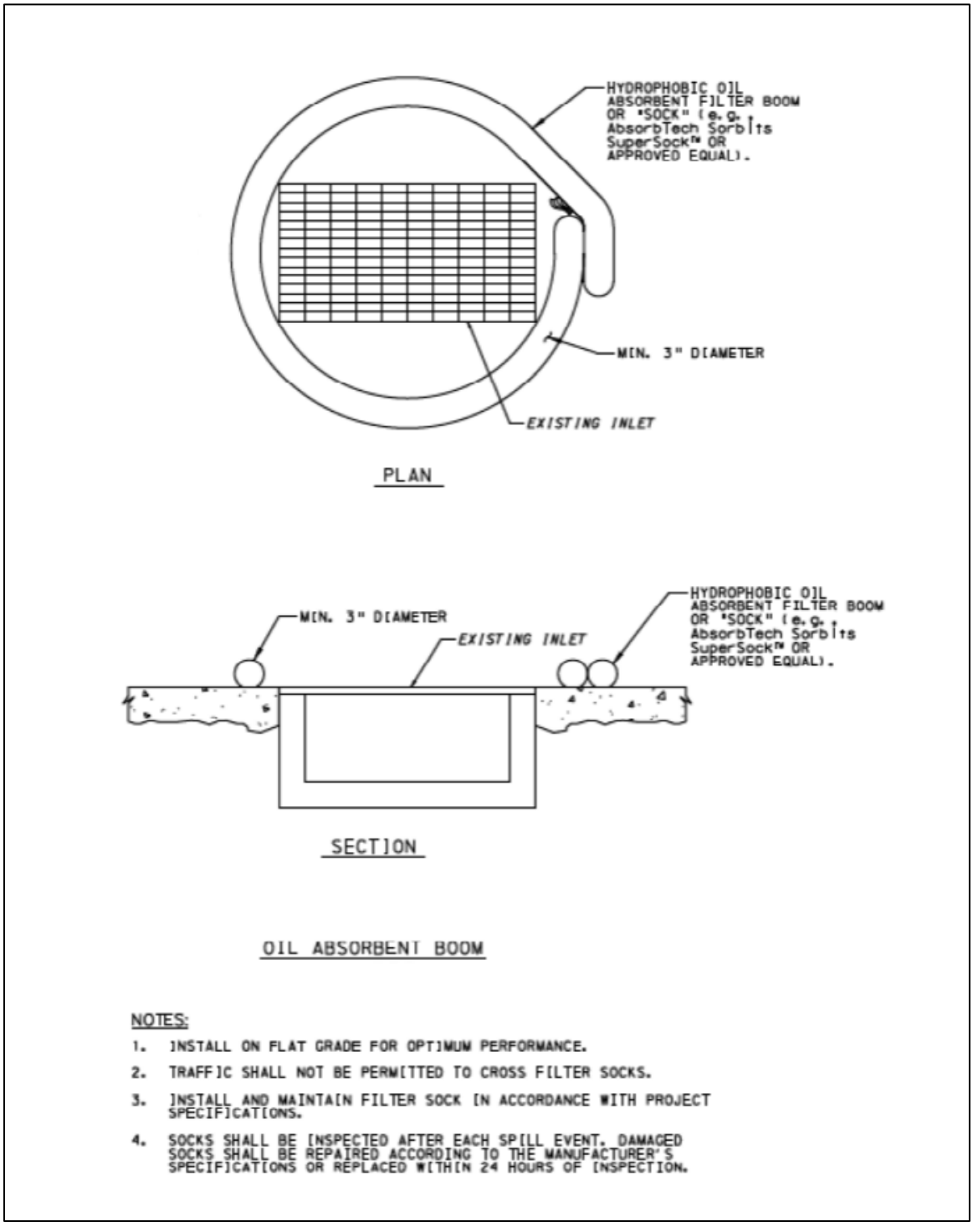


Figure 3 – Boom



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 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.

(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:

$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 Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit, and neither Contractor nor its insurer shall have any claim against Port

Authority of Allegheny County d/b/a Pittsburgh Regional Transit 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 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 Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit, and neither Contractor nor its insurer shall have any claim against Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit to the extent the claim is or should have been covered by insurance.

Contractor's Pollution Legal Liability

In an amount not less than:

$1,000,000 Each Occurrence

Notes:

(i) Policy shall cover gradual as well as sudden and accidental releases resulting from Contractor's activities while on Authority's premises or during removal, transport or disposal of any hazardous or non-hazardous waste in this agreement.

(ii) Policy shall provide that Port Authority of Allegheny County be named as Additional Insured for Contractor's full limits of coverage on a primary basis, but in no case less than the limits specified; and shall be endorsed with a waiver of subrogation clause with respect to Authority, and neither the Contractor nor its Insurer shall have any claim against Authority to the extent the claim is or should have been covered by insurance.

(iii) If Claims Made coverage is provided, the policy retroactive date shall be effective prior to the date of this Agreement and the extended reporting period or policy renewal must provide that the policy will respond to claims made for at least twenty-four (24) months after completion of the work.

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 AUTHORITYOF ALLEGHENY COUNTY d.b.a. 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 "Port Authority", 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 PRT.

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 AUTHORITYOF ALLEGHENY COUNTY d.b.a. PRT

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 d.b.a. PRT, hereinafter called PRT, 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 PRT, 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 PRT, 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 PRT 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)

_____
(Name of Owner - TYPED)

(IF A PARTNERSHIP)

_____
(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)

_____
(Title)

_____
(Corporate Surety Company Name)

_____
(Business Address)

by _____
(Handwritten Signature)

_____
(Name and Title - TYPED)