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## RAIL TRANSPORTATION

JANUARY 1, 2025 THROUGH DECEMBER 31, 2029

## REQUEST FOR PROPOSAL

C133933

### Proposals due

Thursday, August 29<sup>th</sup>, 2024 @ 4:00 p.m. (local time) City of  
Grand Island, City Hall  
100 East 1<sup>st</sup> Street, P.O. Box 1968  
Grand Island, NE 68802-1968

### Contact Information

City of Grand Island Utilities Department  
Lynn Mayhew, Assistant Utilities Director  
Platte Generating Station  
Grand Island, NE 68801  
O: 308-385-5494

*Issued: August 8, 2024*

**ADVERTISEMENT FOR PROPOSALS  
RAIL TRANSPORTATION 2025-2029  
FOR  
CITY OF GRAND ISLAND, NEBRASKA**

Proposals will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until Thursday, August 29, 2024 at 4:00 p.m. local time for the above Proposal, FOB the City of Grand Island. Site inspections can be arranged by contacting Lynn Mayhew (308) 385-5494 for an appointment.

Proposals received after the specified time will be returned unopened to sender. Proposals shall include the following on the outside of the envelope: **“Proposal for Rail Transportation 2025-2029”**. All proposals must be signed and dated in order to be accepted. **Three complete copies** of the proposal shall be submitted for evaluation purposes if submitting by mail. Proposal package and any Addendas is also available on-line at <http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and “Click here for bid document link” through QuestCDN. Submitting through QuestCDN requires one original document of the bid to be uploaded.

Proposals will be evaluated by the Purchaser based on Contractor’s response to the proposal, experience of the company and project personnel, commercial terms, and pricing to perform the project required. All Proposals shall be valid for at least 30 days after the Proposal deadline for evaluation purposes.

The Purchaser reserves the right to reject any or all proposals, to waive irregularities therein, and to accept whichever proposal that may be in the best interest of the City, at its sole discretion.

Jill Granere, City Clerk

**Advertised**

## INSTRUCTIONS TO BIDDERS - PROPOSAL

### 1. GENERAL INFORMATION.

The following instructions outline the procedure for preparing and submitting Bids. Bidders must fulfill all requirements as specified in these Documents.

### 2. TYPE OF BID.

Bidders shall be required to submit prices for all items listed in the Detailed Specifications.

### 3. PREPARATION/SUBMISSION OF PROPOSAL.

All Proposals must be submitted intact not later than the time prescribed, at the place, and in the manner set forth in the ADVERTISEMENT FOR BIDS. Proposals must be made on the Company's official letterhead, and must be signed and dated to be accepted. Each Proposal must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened, and delivered in person or addressed and mailed in conformance with the instructions in the ADVERTISEMENT FOR BIDS.

Proposal package and any Addenda is also available on-line at <http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and "Click here for bid document link" through QuestCDN. Submitting through QuestCDN requires one original document of the bid to be uploaded (no zip files). Any Proposal received after the specified date will not be considered. No verbal Proposal will be considered.

The Bidder shall acknowledge receipt of all addenda. Proposals received without acknowledgement or without the Addendum enclosed will be considered informal.

If exceptions and/or clarifications are noted to the proposal, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Proposal. Any changes that are found made to the original specification, other than Owner generated Addendums, could result in your bid not being considered.

The City reserves the right to reject any or all proposals and to select the proposal, which is deemed to be in the City's best interest, at its sole discretion.

All Proposals shall be valid for at least thirty (30) working days after the Proposal deadline for evaluation purposes.

### 4. BASIS OF AWARD

The award will be made by the OWNER on the basis of the Proposal from the lowest responsive, responsible Bidder which, in the OWNER's sole and absolute judgment will best serve the interest of the OWNER.

All Proposals will be considered on the following basis:

1. Proposal Responsiveness
2. Commercial Terms
3. Tariffs

#### 4. Fuel Surcharge Rates

The OWNER reserves the right to reject all Proposals, or any Proposal not in conformance with the intent of the Bid Documents, and to waive any informalities and irregularities in said Proposal.

#### 5. EXECUTION OF CONTRACT.

The successful Bidder shall, within fifteen (15) days after receiving notice of award, sign and deliver to the OWNER the Contract. Within fifteen (15) days after receiving the signed Contract from the successful Bidder, the OWNER's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

#### 6. TIME OF COMPLETION.

The time of completion of the Work to be performed under this Contract is the essence of the Contract.

#### 8. GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

#### 9. FISCAL YEAR

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.



*Working Together for a  
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## REQUEST FOR PROPOSALS

### GENERAL SPECIFICATIONS

The Proposal shall be in accordance with the following and with the attached DETAILED SPECIFICATIONS.

All prices are to be F.O.B. Grand Island, Nebraska. **All prices shall be firm, and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska.**

Proposals shall include the following on the **outside** of the mailing envelope: **"Proposal for Rail Transportation 2025-2029"**. All proposals must be signed and dated to be accepted. All proposals submitted by mail must include **three (3) complete copies**. The specification is also available at <http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the specified opening date and "Click here for bid document link" through QuestCDN. If submitting through QuestCDN, **one** original document of the proposal and supporting materials is required to be uploaded. All proposals shall be submitted for evaluation purposes to the following:

Mailing Address: Jill Granere, City Clerk  
City Hall  
P. O. Box 1968  
Grand Island, NE 68802-1968

Street Address: Jill Granere, City Clerk  
City Hall  
100 E. First Street  
Grand Island, NE 68801

Any Proposal received after the specified date will not be considered. No verbal Proposal will be considered.

Proposals will be evaluated by the Purchaser based on Contractor's response to the proposal, commercial terms, tariffs and fuel surcharge rates for the project required.

The successful contractor will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Contractor shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

The invoice for Contractor's services will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice; the City Council typically meets the second and

fourth Tuesday of each month. Invoices must be received well in advance of City Council date to allow evaluation and processing time.

The City reserves the right to reject any or all proposals and to select the proposal, which is deemed to be in the City's best interest, at its sole discretion.

All Proposals shall be valid for at least thirty (30) working days after the Proposal deadline for evaluation purposes.

**All Proposals must be signed and dated to be accepted.** If exceptions and/or clarifications are noted to the bid, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Proposal. Any changes that are found made to the original specifications, other than Owner generated Addendums, would result in your bid not being considered. Please contact Lynn Mayhew at 308-385-5494, for questions concerning this specification.

# **RAIL TRANSPORTATION REQUEST FOR PROPOSALS**

## **DETAILED SPECIFICATIONS**

### **SCOPE**

The Grand Island Utilities Department is soliciting proposals for rail transportation services and coal car leasing to deliver coal to the Platte Generating Station from the Powder River Basin for the period from January 1, 2025 through December 31, 2029 in accordance with the specification below.

### **DESCRIPTION**

Platte Generating Station is a 100MW coal fired power plant. The annual coal burn is between 200,000 tons and 500,000 tons per year based on electrical demand.

### **MINIMUM VOLUME**

For each annual term of this agreement the minimum volume is to be 200,000 tons. Grand Island Utilities shall route a minimum of 200,000 tons and a maximum of 500,000 tons of coal from the Powder River Basin to Platte Generating Station for the Period: Each Twelve months, beginning January 1, 2025 through December 31, 2029.

### **ENERGY POWDER RIVER BASIN STATIONS**

WY, ANTELOPE MINE  
WY, BELLE AYR MINE  
WY, BLACK THUNDER MINE  
WY, BLACK THUNDER SOUTH  
WY, CABALLO MINE  
WY, CABALLO ROJO MINE  
WY, COAL CREEK MINE  
WY, CORDERO MINE  
WY, JACOBS RANCH MINE  
WY, N ANTELOPE MINE  
WY, THUNDER WEST MINE

### **COAL CAR TRAIN SET**

The proposal is to include the lease of a coal car train set to transport coal. The coal cars are to be bottom dump only cars. The cars shall be of good working condition, any cars that delay unloading or causing safety issues will be cause for rejecting car load. If cars require hoses, Grand Island Utilities will initiate a claim for labor and time loss.

### **UNLOADING**

#### **Preferred Unloading Option**

The requested train set shall be 125 cars with 90 cars sited on the PGS rail loop inside the fenced boundary,

the remaining 35 cars are to be sited between Wildwood Drive and Blaine St on the PGS rail. This will not require a switch and require 74 hours to unload. The clock shall start at 7:00 AM the next business day after the train is sited, and shall be stopped for weekends and federal holidays.

#### **Alternate Unloading Option**

The train set shall be delivered to the plant in two sections with a maximum of 150 cars with no more than 90 cars sited on the PGS rail loop and the remaining cars sited on the UP rail spur between Schimmer Drive and Wildwood Drive. Once the first half is unloaded, Plant personnel will notify the Railroad dispatcher and unload time is to stop until the local yard can switch the full half with the empty half. Once sited the unload time will restart. Unload time will be 84 hours. The price per ton is to include the additional switch. The clock shall start at 7:00 AM the next business day after the train is sited, and shall be stopped for weekends and federal holidays.

#### **PROPOSAL EVALUATION**

The proposals will be evaluated on the following criteria.

1. Proposal Responsiveness
2. Commercial Terms
3. Tariffs
4. Fuel Surcharge rates

#### **SITE INSPECTION**

Site inspections can be arranged by contacting Lynn Mayhew, 308-385-5494, for an appointment.

#### **PROPOSAL QUALIFICATIONS**

The transporter shall be a company in the rail transportation business with the ability to lease bottom dump rail cars and operate on Union Pacific owned rail from the Grand Island rail depot to Platte Generating Station.

#### **PROPOSAL INFORMATION**

The Proposal is to provide cost per ton to deliver and any additional fuel surcharges that could be imposed.

#### **PAYMENT**

Payment for the transportation services will be determined by tons delivered.

#### **INSURANCE**

The Contractor shall comply with the attached INSURANCE REQUIREMENTS.



### GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

### FISCAL YEAR

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

**MINIMUM INSURANCE REQUIREMENTS**  
**CITY OF GRAND ISLAND, NEBRASKA**

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the Bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve Bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

**1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

**2. BUSINESS AUTOMOBILE LIABILITY**

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
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**3. COMPREHENSIVE GENERAL LIABILITY**

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

**4. UMBRELLA LIABILITY INSURANCE**

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

**5. ADDITIONAL REQUIREMENTS**

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

## **6. CERTIFICATE OF INSURANCE**

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Bidder cannot have the "endeavor to" language stricken, the Bidder may elect to provide a new certificate of insurance every thirty (30) days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**