

**REQUEST FOR PROPOSALS**  
**ACQUISITION OF A 25-TON SWITCHER,**  
**A DIESEL-ELECTRIC SWITCHER LOCOMOTIVE**

**DULUTH SEAWAY PORT AUTHORITY**

**ARTICLE I**  
**INVITATION TO PROPOSAL**

The Duluth Seaway Port Authority ("Authority") will receive proposals for the acquisition from the Authority of a GE 25-ton Switcher, a Diesel-Electric Switcher Locomotive ("Magma 6") owned by Authority.

All proposals must be based upon a review of this document, the Notice of Request for Proposals, any addenda and the Proposal Form Exhibit A (Proposal Documents).

Proposals will be received until **2:00 pm CST on March 3, 2023** at which time they will be opened and read. Proposals that do not comply with these requirements are subject to rejection. The Authority reserves the right to reject any or all proposals, to waive irregularities, or to accept such proposals, as in the opinion of the Authority, will be in its best interests.

**ARTICLE II**  
**DESCRIPTION OF MAGMA 6**

Magma 6, the subject of this Request for Proposals, is a unique item. It is 25-ton switcher that was built by GE Transportation at its Erie, Pennsylvania facility in 1964.

Magma 6 is a type of locomotive that was marketed as an industrial switcher with locomotion. Many "25-tonners" like the Magma 6 operated for decades. A number of 25-tonners have been preserved in museums while some continue to perform duties, including switching and moving equipment.

Photographs of the Magma 6 are attached hereto as Exhibit B.

**ARTICLE III**  
**INSTRUCTIONS TO PROPOSERS**

3.1. Each Proposer by making a proposal represents that:

- 3.1.1. They have read and understand the Proposal Documents.
- 3.1.2. The proposal is based upon the materials, supplies, and equipment required by the Proposal Documents without exception.
- 3.2. Proposer will send all proposals or other communications to Dean Lembke, [dlembke@duluthport.com](mailto:dlembke@duluthport.com) and Kevin Beardsley, [kbeardsley@duluthport.com](mailto:kbeardsley@duluthport.com). Proposal submission and or any other communication will be by email.
- 3.3. All costs associated with the acquisition of the locomotive, including all costs of moving it from its present location and transporting it to its final designation, will be the sole responsibility of the Proposer. The proposal will remain open for acceptance for 30 days from date of proposal opening.
- 3.4. The Port Authority will provide a Quit Claim Bill of Sale in the form attached hereto as Exhibit C upon transfer of ownership.
- 3.5. No persons, labor, materialmen, trucking companies or shippers will be allowed to access Authority property until the Authority is in possession of a Certificate of Insurance as detailed in Section 4.2. The Certificate of Insurance must show the Duluth Seaway Port Authority as certificate holder.

#### **ARTICLE IV PROPOSER'S INSURANCE**

- 4.1. **Proposer's Insurance.** Proposer shall obtain all of the insurance required under this Section and such insurance must be approved by the Authority. Proposer may not allow any subcontractor to commence work on a subcontract until the insurance required by this Section has been obtained and approved.
  - 4.1.1. **Compensation Insurance.** Proposer shall procure and maintain Worker's Compensation Insurance as required by applicable state or territorial law for all of its employees to be engaged in work at the site of the project and, in case of any such work sublet, Proposer shall require the subcontractor similarly to provide such Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by Proposer's Workers Compensation Insurance. In case any class of employees engaged in hazardous work on the project is not protected under the Worker's Compensation Statute, Proposer shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.

4.1.2. **Proposer’s Public Liability and Property Damage Insurance and Vehicle Liability Insurance.** Proposer shall procure and maintain Property Damage Insurance and Vehicle Liability Insurance and Property Damage Insurance and Vehicle Liability Insurance and Public Liability Insurance in the amounts specified in Section 4.1.5 below, or as otherwise specified by the Authority. The Duluth Seaway Port Authority shall be named an additional insured under this insurance.

4.1.3. **Cases of Injuries or Damages.** Except in cases of injuries or damages to persons or property as may be caused by the negligence of the Authority, Proposer shall hold harmless the Authority from all claims and actions of any kind arising from or incidental to the performance of Proposer’s activities regarding the Magma 6 and expenses incidental to such claims and actions, and shall assume without expense to the Authority, the defense of any such claims or actions, to the fullest extent permitted by law.

4.1.4. **Proof of Carriage of Insurance.** Before accessing the Authority’s property or inspecting or moving the Magma 6, Proposer shall furnish the Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall contain substantially the following statement. “The insurance covered by this certificate will not be cancelled, materially altered or not renewed, except after thirty (30) days written notice has been received by the Authority.”

4.1.5. **Limits of Insurance.**

Worker’s Compensation:	Each Person	Statutory
Comprehensive General Liability	Each Person	\$1,000,000
Bodily Injury	Each Accident	
\$1,000,000		
Comprehensive General Liability	Each Accident	
\$1,000,000		
Property Damage	Aggregate	\$1,000,000
Contractual Liability	Each Person	\$1,000,000
Bodily Injury	Each Accident	
\$1,000,000		
Contractual Liability:	Each Accident	
\$1,000,000		
Property Damage	Aggregate	\$1,000,000

Automobile Public Liability & Property Damage Insurance Owned & Non-Owner Vehicles Bodily Injury	Each Person Aggregate	\$600,000 \$600,000
Property Damage	Per Occurrence	\$600,000

4.1.6. **Type of Policy.** Proposer shall provide an "occurrence" policy: not a "claims made".

- 4.2. **Liability and Indemnity.** It is agreed that the employees and officers of the Authority shall not be personally liable or responsible in any manner to Proposer, subcontractors, suppliers, laborers, or to any other person or persons for any claim, demand, damages, action or causes of action of any kind or character arising out of Proposer's acquisition, inspection, moving and transporting of Magma 6.
- 4.3. **Proposer to Indemnify.** It is agreed that Proposer shall indemnify and hold harmless the Authority from any and all loss or damages sustained, and from any and all liability for injury to any persons and damage to any property incurred by the Authority by reason of any act or omission of Proposer, its agents or employees, in connection with the performance of any activities of Proposer or any subcontractor of Proposer, unless the same shall be due to the negligence of the Authority, its agents or employees.
- 4.4. **Compliance with Applicable Law.** Proposer shall conform to all rules and regulations of FRA, FHA, OSHA, FDA, EPA, MPCA and state and local authorities as they apply. Proposer covenants and agrees to also comply with all applicable laws and regulations in performing the activities of Proposer, including but not limited to applicable equal opportunity of employment provisions.

## **ARTICLE V SPECIFICATIONS FOR PROPOSER**

Authority will award the Quit Claim Bill of Sale to a Proposer that agrees to provide:

- 5.1. All labor, tools, materials and equipment to take possession of the Magma 6 and move the Magma 6 from Authority property to a location chosen by Proposer.
- 5.2. The removal of the Magma 6 from Authority property on or before **September 29, 2023** at the sole cost and expense of Proposer.

- 5.3. Before accessing Authority property, the Proposer and all subcontractors of Proposer must provide a Certificate of Insurance as detailed in Section 4.2 of this document. The Certificate of Insurance must show the Duluth Seaway Port Authority as certificate holder.

## **ARTICLE VI SUBMISSION OF PROPOSAL**

- 6.1. Proposal submission must include:
  - 6.1.1. Fully executed proposal form signed by an authorized party (Exhibit A).
  - 6.1.2. Summation of plans for the Magma 6 that will appropriately preserve the Magma 6, and honor, curate and display the history of Magma 6 (2 pages or less).
  - 6.1.3. Summation of plans for Magma 6 transport off Authority property (1 page or less).
- 6.2. Proposal submission must be emailed to Dean Lembke with a copy to Kevin Beardsley on or before **2:00 pm CST on March 3, 2023**.

**EXHIBIT A**

**PROPOSAL FORM  
FORM MUST BE  
SIGNED BY PROPOSER**

In compliance with and subject to the Request for Proposals, the undersigned offers and agrees to take ownership of the Magma 6 and remove the Magma 6 from the Authority's property on or before **September 29, 2023**.

By submission of this Proposal, Proposer certifies, and in the case of a joint Proposal each party thereto certified as to each Proposer's own organization, that this Proposal has been arrived at independently, without consultation, communication, collusion, fraud, or agreement as to any matter relating to this Proposal with any other Proposer or with any competitor or with any representative of Authority.

**DESCRIPTION**

1. Removal of the Magma 6 from Authority property at the sole cost and expense of Proposer on or before **September 29, 2023**.

NOTE: Authority reserves the right to award to the proposal to such party as it desires to be in the best interests of Authority and in furtherance of the goals of this Proposal without regard to the amount proposed to be paid to the Authority by the Proposer.

COMPANY: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: By \_\_\_\_\_

Its \_\_\_\_\_

## EXHIBIT B



### **Duluth Seaway Port Authority Locomotive #6**

Locomotive Unit – AGPX #6 (*ex-Magma 6*)

Model – GE 25-tonnerTon

Builder - General Electric

Built Date – February 1964 / Builder Frame Number: 34584

Serial Number: N/A / Order No: N/A

Current Owner / Location - Duluth Seaway Port Authority Rice's Point Duluth, MN)



RRPictureArchives.NET Image Contributed by Matt Petersen



John Michalowski, Jr.



RRPictureArchives.NET Image Copyright: John Hill

**EXHIBIT C**

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**QUIT CLAIM BILL OF SALE**

FOR VALUABLE CONSIDERATION, **Duluth Seaway Port Authority**, a body politic and corporate, organized under the laws of the State of Minnesota, ("Seller") hereby sells and conveys and quitclaims the GE 25-ton Switcher, a Diesel-Electric Switcher Locomotive ("Magma 6") owned by Seller to \_\_\_\_\_ ("Buyer") of even date herewith.

Buyer agrees that all work will be performed in a safe, workmanlike manner.

Date: \_\_\_\_\_, 2023

**SELLER:**

**Duluth Seaway Port Authority**

By \_\_\_\_\_  
Deborah DeLuca, Its Executive Director