



Reference.: CN Locomotive Sale

Closing Date Bid's Submission: Friday, June 23, 2017 at the end of the business day 1700 EST.

Description: **CN Locomotive Sale - 2017**

Canadian National Railways, herein called "CN", is seeking to dispose of surplus locomotives ("Locomotives"). CN invites you to submit your highest cash offer for purchasing locomotives per the instructions outlined below. In order to receive consideration, your offer must be received in this office not later than **Friday, June 23, 2017 at the end of the business day.**

Bids must be received by: Friday, June 23, 2017 at the end of the business day 1700 EST
Bid amount must be submitted on the attached bid form, signed, and e-mail to brian.lavigne@cn.ca.

Instructions to Bidders

- 1 - **Bids must submitted on the attached form. Bidders are to print the completed form, sign it and e-mail it .**
Bids may be submitted for individual locomotives.
- 2 - **The inspection period will be from June 5, 2017 to June 23, 2017**
Appointments must be made to perform locomotive inspections.
brian.lavigne@cn.ca
- 3 - The bidder's personnel performing inspections must conduct themselves in accordance with CN Safety Policies. Personal protective equipment including hard hat, steel-toe safety boots, safety glasses with side shields and safety vests are the responsibility of the person performing inspections, and must be worn at all times while on CN Property.
- 4 - Canadian National's Safety Guidelines and Liability Waiver Form will be distributed at the entrance of the inspection sites. The inspector(s) must sign the Liability Waiver form prior to being given access to the sites. Any entry made without execution of such release is deemed to be made without CN's consent.
- 5 - Bidders may indicate the maximum number of locomotives they wish to purchase. This permits the bidder to bid on many locomotives, but limit the actual purchase awarded. A bidder could for example bid on 3 locos but indicate a max of one required. If the bidder is the high bidder on, say 2 locos, he would be awarded one of these units by CN. The choice is CN's but will take into account the bidders preference wherever possible.
- 6- CN will deliver, **on its lines**, the locomotives on tariff 524950.
All other arrangements and charges (including but not limited to, preparation for safe travel, repairs, inspections, permits, shipping, switching, UMLER and other charges) incurred to take possession of the locomotives will be the responsibility of the Buyer. Buyer is responsible for the reporting mark changes prior to movement of the locomotive
- 7- **Full payment must be received by CN prior to shipping of Locomotive(s), and at the latest 5 bank days after award.**
- 8- Actual delivery date will be dictated by CN's operational requirements and may take place 90 days or more after the award date.

PAYMENT TERMS AND CONDITIONS

- 1 - Full payment must be made by wire transfer no later than 5 bank days from the Award. Banking information will be supplied to the successful bidder(s).
- 2 - Buyer acknowledge and consent, as a condition of sale, that the sale proceeds, plus any applicable taxes, will be paid in full as per date specified above.

INQUIRIES

Brian Lavigne Supply Management Locomotive
Tel. (514) 399-4408
brian.lavigne@cn.ca

ANNEXES

- A - Terms and conditions
B - Bid Form
C - CN Guidelines: www.cn.ca/en/supplier-portal/supplier-portal/cn-policies

Annex A - Terms and Conditions

- 1 - **Locomotives ("units") are sold without legal warranty, at the risk and peril of Buyer, "as is, where is" and may be wrecked, damaged, and or missing components. CN makes no representation of any kind, legal or otherwise, either expressed or implied, as to suitability, adequacy, operation, use, performance or safety, and CN make no warranty on merchantability or fitness of the locomotives for any particular purpose, it is being agreed that such risks are borne by the Buyer.**
- 2 - In no event shall CN be liable to any Buyer for any special, indirect or consequential damages, damages for lost profits, loss of data or costs of procurement of goods or services, arising in any way out of any sale of equipment shown on this document under any cause of action, whether or not CN has been advised of the possibility of such damages.
- 3 - All correspondences in this tender which describes the condition of the units are estimations only. CN will not be liable should there be variances between estimated quantities, estimated and actual conditions, and description of the units.
- 4 - CN makes no representation as to the accuracy or completeness of data sheets; this is why we recommend that you inspect the units prior to submitting your bid.
- 5 - It is the responsibility of the prospective Buyer to inspect any equipment that is for sale before any offer is submitted. Prospective Buyer who submits an offer, without having inspected the equipment, do so at their own risk. No replacement or exchange will be offered.
- 6 - CN reserve the right to remove the following components from the locomotives.
Microwave, Inverter, Iso Amp, Speed signal Amp, Event recorders, Camera systems, Wi Tronix, Refrigerators, Radios, End of train equipment, Seats, Air dryers.
- 7 - Any concerns relative to the condition of the equipment, and missing or damaged component (if applicable) are to be reflected in the bidder's "As is" offered price, including note 6 above, for the equipment.
- 8 - Prospective Buyers are responsible for their inspection costs and transaction expenses, as well as any fees (agents, brokers, appraisers, etc.) which they might incur.
- 9 - Any tenders with alterations or erasures to prices may be rejected unless initialed by the bidder.
- 10 - All applicable taxes, levies, bank charges and other imposts of any nature whatsoever shall be paid by the Buyer.
- 11 - Preparation for safe travel is the responsibility of the Buyer. The Buyer or his contractor will be given outdoor access to the CN site for this purpose. The Buyer's personnel who will work on CN's property must conform with all CN's policies and guidelines, including insurance requirements (click on "CN Guidelines"), governing access to the CN's Workplace. Such personnel must successfully complete the CN internet course, accessed at www.contractororientation.com and clicking on CN, prior to being allowed on CN's property. Persons who violate these policies or guidelines will be immediately expelled from CN's property or, if applicable, prosecuted under law.
- 12 - The Buyer must complete the preparation for safe travel of the locomotive within 60 days of the award. All labour and material required to make the locomotive safe to travel is the responsibility of the Buyer. The locomotive(s) must pass CN's inspection prior to being allowed to travel.
- 13 - In the event that a Buyer is unable to complete preparatory work within 60 days of award and to remove the locomotive from CN's property shortly thereafter, Buyer will pay CN storage charges of US\$75/day/loco.
- 14 - Transportation costs, on CN lines, are governed by tariff 524950 and are the responsibility of the Buyer. Buyer is responsible for all arrangements and charges with other carriers.
- 15 - All transportation, customs, and brokerage fees / charges from site to final destination will be for the account of the successful Buyer(s), if applicable.
- 16 - CN reserves the right to pursue legal actions on any party who reneges on their offer.
- 17 - CN reserves the right to accept or reject any proposal for any reason, in whole or in part, to negotiate with any party, or to reject all proposals and terminate this process. CN may also sell any or all locomotives at any time, including prior to the closing of this tender. All proposals will be treated as confidential.
- 18 - The Buyer hereby releases and agrees to indemnify and hold harmless the railway from and against all loss, injury, damages, compensation charges, costs and expenses whatsoever which the railway may suffer or incur, whether in respect of injury to the public, employees of the railway, the Buyer, or any Contractor or subcontractor or of damages to property of the railway, the contractor or any others, in respect of infringement of any rights, privileges or easement by reason of or attributable to this compensation, charges, costs and expenses by reason of the negligence of the railway, its agents, servants and employees.
- 19 - This agreement will be governed by and interpreted in accordance with the laws of the province of Quebec and the applicable laws of Canada. Venue and jurisdiction to hear any suits or proceedings brought in connection with this agreement shall be in the district of Montreal in the province of Quebec.
- 20 - **Note 1: Buyers are encouraged to inspect locomotives .
Note 2: Locomotives have components and parts missing.
Note 3: CN reserve the right to remove the following components from the locomotives.
Microwave, Inverter, Iso Amp, Speed signal Amp, Event recorders, Camera systems,
Wi Tronix, Refrigerators, Radios, End of train equipment, Seats, Air dryers.**

Bids must be e-mail to: brian.lavigne@cn.ca.

Bidder Information

Company Name: _____ **Contact name:** _____
Address: _____ **Telephone:** _____
City: _____ **Fax:** _____
Province/State: _____ **Email:** _____
Postal/Zip code: _____

Maximum number of locomotives desired:
 (see item 5 in instruction to bidders)

NOTE:

1. Locomotives marked "as is" may have components already removed.
2. CN will continue to remove, during / after Buyer inspection, ADDITIONAL components as specified Locomotives will be released to Buyers only after these components are removed.

Locomotives locations and details as following

	UNIT	Model	HP	Location	Cdn\$ / US \$
1	5500	SD60F	3800	Woodcrest	
2	5501	SD60F	3800	Woodcrest	
3	5502	SD60F	3800	Centralia	
4	5503	SD60F	3800	Centralia	
5	5504	SD60F	3800	Woodcrest	
6	5505	SD60F	3800	Woodcrest	
7	5506	SD60F	3800	Centralia	
8	5507	SD60F	3800	Woodcrest	
9	5508	SD60F	3800	Woodcrest	
10	5509	SD60F	3800	Centralia	
11	5510	SD60F	3800	Woodcrest	
12	5511	SD60F	3800	Centralia	
13	5513	SD60F	3800	Woodcrest	
14	5515	SD60F	3800	Woodcrest	
15	5516	SD60F	3800	Woodcrest	
16	5517	SD60F	3800	Woodcrest	
17	5518	SD60F	3800	Woodcrest	
18	5519	SD60F	3800	Woodcrest	
19	5520	SD60F	3800	Centralia	
20	5521	SD60F	3800	Centralia	
21	5522	SD60F	3800	Woodcrest	
22	5523	SD60F	3800	Centralia	
23	5524	SD60F	3800	Woodcrest	
24	5525	SD60F	3800	Woodcrest	
25	5526	SD60F	3800	Woodcrest	
26	5527	SD60F	3800	Centralia	
27	5528	SD60F	3800	Woodcrest	
28	5530	SD60F	3800	Woodcrest	
29	5531	SD60F	3800	Centralia	
30	5532	SD60F	3800	Centralia	
31	5533	SD60F	3800	Centralia	
32	5534	SD60F	3800	Woodcrest	
33	5535	SD60F	3800	Woodcrest	
34	5536	SD60F	3800	Centralia	
35	5539	SD60F	3800	Centralia	
35	5544	SD60F	3800	Woodcrest	
37	5545	SD60F	3800	Woodcrest	
38	5546	SD60F	3800	Woodcrest	
39	5548	SD60F	3800	Centralia	
40	5549	SD60F	3800	Centralia	
41	5550	SD60F	3800	Woodcrest	
42	5551	SD60F	3800	Woodcrest	
43	5554	SD60F	3800	Woodcrest	
44	5556	SD60F	3800	Centralia	
45	5557	SD60F	3800	Woodcrest	
46	5558	SD60F	3800	Centralia	
47	5559	SD60F	3800	Woodcrest	
48	5560	SD60F	3800	Woodcrest	
49	5563	SD60F	3800	Centralia	

Contact name(printed) _____
 Signature _____