



INVITATION TO BID: # **PP_05-003**

Bid Close 01-26-05 1/11/2005

The Boeing Company invites your bid to purchase the following surplus property as described in this bid invitation and subject to Terms and Conditions found on the last page. **Winner Take All**

VARIAN Portable Helium Leak Detector



**Some items can be reviewed at the Kent Benaroya site Monday through Friday.
Please see undersigned for appointment Winner Take All**

Bids must be received by January 26, 2005, Wed. Noon PT

Equipment is F.O.B. Kent, Washington. The successful bidder will be required to remove equipment from Boeing property by **Feb 11, 1:00 PM PT**. Equipment not removed by this date will be charged a storage rate of **\$25 per day**. Bidders will be responsible for shipping and transportation. Loading/shipping instructions (e.g.): The Boeing facility will provide loading support during the hours of 7:00AM – 2:00PM - Monday through Friday. Person(s) picking up must have copy of Invoice in their possession. **Winner Take All**

Bid Submittals can be made in the following manner

Fax : Fax number (425) 965-8365
Attention: **Park M. Peterson**

E-Mail: SPDCapitalAssetsGroup@boeing.com

Mail : The Boeing Company
PO Box 3707 MC 3T-11
Seattle, Washington 98124-2207
Attention: **Park M. Peterson**

Street Address : Boeing Surplus
20651 84th Ave So.
Bldg. 7-48-4 DR 15
Kent, WA. 98032

The bid submittal and agreement form can be found on the next to last page of this bid invitation with the Terms and Conditions on the last page.

Advertising All advertising is done in good faith, however, *it is strongly recommended that each bidder carefully inspect each item prior to bidding.*

Bids The Boeing Company reserves the right to reject any and /or all bids. Bidders that bid on all items may take priority over bidder who bid on individual lot(s).

Note The items in this bid are subject to being withdrawn from sale and returned to company usage at any time during the bid process up until the sale is final.

Warranty Unless otherwise specifically provided, all property is offered for sale "AS IS" and "WHERE IS".

Notification The winning bidder will be notified.

Ties In case of ties, the tied bidders will be requested to submit a best and final bid to break the tie.



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Boeing # 2163117 Varian Div. of Vacuum Products Division
Model 956 Portatest II Helium Leak Detector Mfg. 1993 s/n DLAC3004 with Manuals.
The Varian 952 mass spectrometer leak detectors are capable of detecting leaks at an ultra low level.

Typical user industries are:

Vacuum or pressure chamber manufacturer

Beverage canning industry

Research and Development labs and Refrigeration manufactures

Hermetically-sealed instrument manufacturers

Health care industries and pharmaceuticals

Search by bid number on our search page at

http://active.boeing.com/assocproducts/surplus/cfm/select_v4.cfm

BID SUBMITTAL AND AGREEMENT

IN COMPLIANCE WITH THIS INVITATION FOR BID AND SUBJECT TO ALL TERMS AND CONDITIONS THEREOF, THE UNDERSIGNED HEREBY OFFERS AND AGREES TO PURCHASE.

**IF YOU DO NOT WISH TO REMAIN ON NOTIFICATION BID SHEET –
PLEASE FAX / EMAIL REQUEST FOR REMOVAL**

Closing Date and Time: January 26, 2005, Wednesday Noon PST

Material must be removed by: February 11, 2005, 1 PM

TOTAL BID :\$ _____ Winner Take All Varian Portable leak Detector PP_05-003

BID BY (PRINT/TYPE NAME) : _____

SIGNATURE OF BIDDER : _____ DATE: _____

TITLE : _____

COMPANY : _____

PHONE NUMBER : (_____) _____ FAX NUMBER: (_____) _____

E-MAIL ADDRESS : _____

ADDRESS : _____

CITY & STATE : _____ ZIP CODE: _____



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GENERAL TERMS AND CONDITIONS

Definitions: "Seller" means The Boeing Company and "Buyer" is the individual, firm or corporation who is purchasing Seller's property.

Entire agreement: All sales will be subject to the provisions of this Agreement, including prices or other terms specifically incorporated by reference and **NO OTHERS**. This Agreement is the entire agreement between Buyer and seller and supersedes all prior or concurrent oral or written representations and agreements relating to this sale, including Buyer's purchase order, which have not been incorporated and made a part of this Agreement by specific written reference. No modification of this Agreement shall be binding on Seller unless agreed to in a writing signed by an authorized representative of Seller.

Export Control: a) The Parties shall comply with all U.S. export control laws and regulations. The material sold under this Agreement may be subject to the provisions of the Export Administration Act of 1979 and the Export Administration Regulations promulgated there under, the Arms Export Control Act and the International Traffic in Arms Regulations and the sanctions laws administered by the Office of Foreign Assets Control. The Parties acknowledge that these statutes and regulations impose restrictions on import, export and transfer to third countries of material and related data, and that licenses from the U.S. Department of Commerce or U.S. Department of State may be required before material or data can be transferred, and that such licenses may impose further restrictions on use and further transfer of material and data. Purchaser agrees to put adequate controls in place to maintain the access restrictions following: b) Buyer may be required to obtain information concerning citizenship or export status of Buyer's personnel prior to delivery of the material. Information submitted to Boeing by Buyer will be certified by an authorized representative of Buyer as being true and correct. c) Buyer will not knowingly export or re-export any of the material, directly or indirectly, to any destination controlled by U.S. Export Law without license or other authority.

Condition, Warranty and Location: Unless otherwise specifically provided, all property is offered for sale "AS IS" and "WHERE IS". The description of property for sale is based on the best available information; however, **NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WHETHER PROMISSORY OR IMPOSED BY LAW, ARE MADE BY SELLER AS TO THE QUANTITY, KIND, CHARACTER, MERCHANTABILITY OR FITNESS FOR ANY USE OR PURPOSE**, except that Seller does warrant validity of title.

Payment: Prior to removal, payment must be made in full in cash, check (current, certified check or cashier's check), credit card (VISA, American Express and Master Card only), or bank debit card unless Seller has approved Buyer's credit, and must include state sales tax applicable to the sale hereunder, unless an appropriate tax exemption certificate is furnished. Payment must be received within five business days or sale will be considered cancelled – customer will be disqualified. When credit has been extended, payment terms are net thirty (30) days from date of invoice amounts due Boeing that are unpaid forty-five (45) days after the invoice date will be subject to a finance charge. The finance charge will be computed using a rate of interest which shall be equal to the prime rate of Citibank N.A. of New York, New York in effect on the fifteenth (15) of the month, plus 2%. Such finance charges will be accrued on all past-due invoices after they reach forty-five (45) days from invoice date and will be billed monthly following the month payment is received. In the event of default or breach of any payment provisions of this Agreement, Buyer agrees to reimburse The Boeing Company for any collection costs incurred, including attorney fees and court costs.

Delivery and Removal: All Sales are where the merchandise is located at time of sale. Equipment not removed by date specified may be charged a storage rate.

Title: Title to the items of property sold hereunder shall vest in the Buyer as and when full and final payment is made.

Risk of Loss: All risk of loss, damage, or destruction from any cause, whatsoever, shall be borne by the Buyer.

Use of Seller's Name: Buyer agrees not to advertise in any manner the property hereby sold as being Seller's surplus property or to use in any other Manner. Seller's name in connection therewith, without Seller's written consent.

Release of Liability: Buyer hereby indemnifies and holds harmless Seller, its officers, agents and employees from and against any claim or liability, whatsoever, for loss of, damage to, disposal, removal, resale or loss of use of any property whether purchased from Seller or owned or controlled by Buyer or for or on account of any personal injury, including death, arising out of or in any manner connected with, (1) the sale, disposal, removal, resale or use of said property and further (2) any acts or omissions of Seller, its officers, agents and employees.

Non-Waiver: Acceptance by Seller of partial or delinquent payments or failure by Seller to exercise any rights hereunder shall not waive any obligation of Buyer or right of Seller, or waive any other similar default.

Buyer represents that it is purchasing the property described above (the "Property") for non-agricultural business or commercial purposes only. Buyer understands that the Property is purchased and accepted "AS IS" and "WHERE IS", and "WITH ALL FAULTS", and that the price has been established in consideration of this fact and the provisions of this Agreement, specifically including this Paragraph. Any description of the Property by Seller is solely for identification and does not create warranty that the Property shall conform to such description.

EXCEPT FOR SELLER'S WARRANTY OF TITLE, THERE ARE NO WARRANTIES BY SELLER WHATSOEVER (WHETHER EXPRESS OR IMPLIED ARISING BY LAW, COURSE OF PERFORMANCE OF DEALING OR USAGE OF TRADE) INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY FITNESS FOR PURPOSE, QUANTITY KIND, CHARACTER, QUALITY, DURABILITY, RELIABILITY, SAFETY, LACK OF DEFECTS, WEIGHT OR SIZE OF OR AGAINST INFRINGEMENT OR THE LIKE BY THE PROPERTY. BUYER WAIVES AND RENOUNCES ALL SUCH WARRANTIES, ALL LIABILITIES AND OBLIGATIONS OF SELLER AND ALL RIGHTS, CLAIMS AND REMEDIES OF BUYER AGAINST SELLER (WHETHER ARISING BY LAW OR OTHERWISE) WITH RESPECT TO ANY NON-CONFORMANCE OR DEFECT IN THE PROPERTY, INCLUDING, BUT NOT LIMITED TO: (1) ANY OBLIGATION, LIABILITY RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM STRICT LIABILITY OR THE NEGLIGENCE, ACTUAL OR IMPUTED, OF SELLER; AND (2) ANY OBLIGATION, LIABILITY RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO THE PROPERTY OR ANY OTHER PROPERTY, FOR LOSS OF USE, REVENUE OR PROFIT FOR PERSONAL INJURY INCLUDING DEATH, OR FOR ANY OTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

ACKNOWLEDGEMENT

YOUR ORDER WILL BE ACCEPTED ONLY UPON ACCEPTANCE OF THESE TERMS AND CONDITIONS AS STATED. THE PROPERTY IS SOLD SUBJECT TO THESE TERMS AND CONDITIONS.