



INVITATION TO BID: # **S&D 07-043**

RESULTS

5/22/2007

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.

**Items can ONLY be previewed Monday through Saturday
from 7 am to 3pm**

**Please contact Shirlee Wilder (206-280-1150) or
Dan Simmons (206-280-5768) for appointment**

CAFETERIA / EXERCISE EQUIPMENT

Some items can be reviewed at the Kent Benaroya site Monday through Saturday.

Please contact Shirlee Wilder (206-280-1150) or Dan Simmons (206-280-5768) for further information

Bids must be received by May 21, 2007 3 PM PT

Equipment is F.O.B. Kent, Washington. The successful bidder will be required to remove equipment from Boeing property by **May 29, 2007, 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.

Bid Submittals can be made in the following manner

Fax : Fax number (425) 965-8365
Attention: **Shirlee J. Wilder**

E-Mail: SPDCapitalAssetsGroup@boeing.com

Mail : The Boeing Company
PO Box 3707 MC 3T-11
Seattle, Washington 98124-2207
Attention: **Shirlee J. Wilder**

Street Address : Boeing Surplus
20651 84th Ave So.
Bldg. 7-484 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Note The items in this bid are subject to being withdrawn from sale and returned to company usage at any time during the bid process up until the sale is final.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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Search by bid number on our search page at
<http://www.boeing.com/assocproducts/surplus/cas/index.html>

Boeing License #	Description	Lot #	Bid \$
2311551	GROEN Hyper Steamer "Hyplus" Model HY-6SG w/ steam kettle	1	100
2311555	HOBART Deep Fat Fryer 4 dbl slots w/ drain	2	
2311554	DEAN "Micro Flow" Deep Fat Fryer 3 Dbl slots	3	
2311556	LINCOLN INPINGER Toaster Conveyor Oven Model 1132	4	1620
2311558	HOBART Grill Model CG41 w/ cold table	5	311
2311557	HOBART Grill Model CG41 w/ cold table	6	311
2311552	GROEN combination model CC20-E Convection Oven on table / portable	7	100
2310147	CONCEPT II Ergometer Rower	8	133
2310148	NORDICTRAK Model Club 900 X-C Machine 1991	9	



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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**

**DO NOT BID IF YOU HAVE OUTSTANDING ACCOUNT
(Items not picked up / paid for)**

Closing Date and Time: May 21, 2007 3 PM
Material must be removed by: May 29, 2007 1 PM

TOTAL BID :\$ _____

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 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 Citybank 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.