



UNIVERSITY OF MASSACHUSETTS- AMHERST

Procurement Department
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(THIS IS NOT AN ORDER)

REQUEST FOR BID # AA09-JM-2790

To:	RFB Opening Date& Time: June 18, 2008 @ 2:00 PM		
	Contact: John O. Martin Tel: 413-545-0361 Department: Chemical Engineering Date: 6/3/2008		
Quantity	Description	Unit Price	Total Price
	RFB AA09-JM-2790		
	The University is requesting bids on the following equipment. No late bids will be accepted. Fax bids are acceptable when the original bid is received within five business days after the bid opening		
1 each	Aixtron MOCVD System for use in Semiconductor Research – see full description and terms on page 2 of this RFB.	\$	\$
	Total Bid Price	\$	

IMPORTANT INFORMATION

- It is the bidder's responsibility to insure that his bid is received in its entirety at the listed location by the specified date & time. Bids received after the specified date/time or at a location other than what is listed in the RFB will be rejected and placed unopened in the bid file.
- Bids may be faxed provided that they are followed up by a hard copy with written signature within 5 days of the bid date. All faxed bids must be received by the Procurement fax by the date and time of the bid above.
- All prices are FOB Destination, delivery free of all charges to: University of Massachusetts Amherst at a location specified on a purchase order.
- **Bidders must list their Taxpayer's Identification Number here:** _____ - _____
- Bid may not be materially altered after the bids have been opened. Only the Director of Procurement can determine what a material alteration is.
- All prices must be submitted on a Net Basis. Unit price shall prevail in case of mathematical error.
- Bids on items that differ from specifications will be rejected at the discretion of the Director of Procurement. Proprietary names are quoted for informational purposes only and are not meant to limit competition. The right is reserved to accept the bid deemed best for the University.
- Exceptions to any terms and conditions contained herein or in the bid specifications, must be noted by bidder in bid. The Director of Procurement reserves the right to reject any bid that does not conform to the specifications.
- The University reserves the right to request a 25% Performance Bond or a 10% certified check from the successful bidder if the award results in a purchase order in excess of \$20,000.

RFB AA09-JM-2790
Sale of Surplus Equipment

Description of Equipment:

Aixtron MOCVD System for use in Semiconductor Research.

Equipment consists of Basic MOVPE Reactor (AIX 200/4), Gas Handling System, Computer Control System. Serial #1258

Function: A system for chemical vapor deposition of compound semiconductors using metalorganic sources.

Configured for As/P Devices

Sources include: 1 x Arsine, 1 x Phosphine, 1 x Disilane, 2 x Gallium, 1 x Aluminum, 1 x In, 1 x Sb, 1 x Zn, 1 x CC14

The equipment is 11 years old and was professionally crated by Aixtron 3 years ago. Instruction and technical manuals are included.

TERMS & CONDITIONS:

1. **Minimum acceptable bid is \$25,000.00** in United States currency. The buyer will be responsible for arranging all shipping, customs, documentation, insurance, etc. as applicable
2. THE BUYER ACKNOWLEDGES THAT ALL EQUIPMENT IS SOLD "AS IS" AND "WHERE IS" WITH ALL FAULTS. THE SELLER DISCLAIMS ANY WARRANTIES, INCLUDING ANY WARRANTY FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF MERCHANTABILITY. RETURNS WILL NOT BE ACCEPTED. THE REMOVAL OF THE ABOVE LISTED EQUIPMENT MUST BE COMPLETED AT THE BUYER'S SOLE EXPENSE
3. The Buyer is authorized to remove the above equipment only if the full amount due has been paid and the payment has cleared. The Buyer will be given a receipt that must be signed by the Buyer and the University of Massachusetts Amherst Director of Procurement prior to release of equipment.
4. Buyer agrees that Seller shall have no liability for consequential, incidental, special, or punitive damages arising out of this agreement
5. Buyer shall be responsible for all packing, insurance, and transportation costs associated with the removal of the equipment purchase and identified herein.
6. Buyer must remove the complete item(s) purchased from the University premises. Buyer will not be allowed to salvage desired parts from the equipment and leave the

unwanted parts behind. Buyer shall remove all unused materials associated with the equipment purchased and leave the premises in a neat and clean condition at the completion of the work.

7. Buyer assumes full responsibility for, and title to, equipment upon payment and Buyer signature on the bill of sale. Upon transfer of title, all risk of loss shall transfer to Buyer, and Seller shall have no liability of any sort for any damages of any kind which may result from Seller's removal, transportation, shipping, use, disposition, or disposal in any manner for the equipment purchased herein.

8. Buyer will be responsible, and make full restitution, for any damage caused to University property during removal of equipment from University premises.

9. Buyer shall indemnify and hold the Seller harmless from and against any injury, loss, damage, claim or liability therefore arising from any omission, default or neglect of the Buyer, the Buyer's agents or employees in connection with the equipment removal.

10. Seller will provide Buyer with reasonable access to the equipment to allow for the removal during normal business hours by arrangement with the contact person listed herein.

11. If Buyer fails to pay for and remove equipment from University premises with-in the period listed the University may rescind the bid award and dispose of the equipment in a manner that it feels is appropriate.

12. Buyer must contact the University to set up an agreed upon date & time for removal of equipment.

13. The University reserves the right to sell the equipment to the bidder that it feels offers the best option to the University.

Date: _____
Vendor Name: _____
Address: _____
Name of Person Submitting Bid: _____ Title: _____
Authorized Signature: _____
Telephone: _____ Fax: _____