ADDITIONAL SPECIAL CONDITIONS AND SPECIAL INSTRUCTIONS REGARDING BIO-MEDICAL EQUIPMENT

GOVERNMENT'S RIGHT OF SURVEILLANCE:
a. The Government reserves the right to conduct inspections of the Purchaser's and/or its agent's representatives, assignee's and/or vendee's transportation conveyances and/or equipment utilized to effect removal of the property purchased under this Invitation for Bid. Such actions may be accomplished prior to, during and/or subsequent to removal of the property from Government premises. The Purchaser shall furnish Government employees, or authorized representative with the free access and reasonable assistance required to conduct such inspections.

b. The Government reserves the right to conduct inspections of treatment, storage and disposal facilities of the Purchaser, its agent, representative, assignee and vendee including the equipment, instrumentalities, and records thereof. Such action may be accomplished prior to, during and subsequent to removal of property from Government premises. The Purchaser shall furnish Government employees, or authorized representative with free access and assistance as requested to conduct such inspections.

c Where the Purchaser transfers any property acquired under this contract to a third party, the Purchaser warrants that by the terms of that transfer, the Government shall retain all rights and privileges conferred upon it by parts a and b of this clause.

PRE-AWARD SURVEY: Prior to the award of a contract, the Sales Contracting Officer (SCO) or his authorized representative will determine whether the potential purchaser has the necessary permits/licenses, experience, organization, and technical qualifications (either through its own facilities or the facilities of another firm) to handle materials of the nature offered herein and is capable of complying with all applicable Federal, state and local laws, ordinances and regulations.

STATEMENT OF INTENT: **The Government will not sell this property without an approved Statement of Intent.** Where a Statement of Intent is required to complete the transaction, no property will be released or removed until all certificates are filed and the property has been cleared for release. There will be no exceptions or exclusions to the Terms and Conditions of sale. Once it is determined that you are the high bidder, after the sale closing date, the following deadlines apply: You will have **five (5) business days** from the sale closing date to submit a completed Statement of Intent to the GSA Sales Contracting Officer (SCO). If revisions to the Statement of Intent are necessary, you will have an additional **five (5) business days** to make revisions and submit an acceptable Statement of Intent. Buyers who have not submitted an acceptable Statement of Intent within **five (5) business days** will have their winning bids **terminated** and **liquidated damages** assessed. The liability of the Statement of Intent for completeness, correctness and legibility is that of the Buyer of the property. GSA does not control the amount of time required for approval or the final decision to allow or disallow the release of the property to the individual(s) completing and filing the Statement of Intent

STATEMENT OF INTENT ON PAGE 1 AND 2 MUST BE COMPLETED BY SUCCESSFUL BIDDER

STATEMENT OF INTENT

Page 1

NOTE: The bidder has a duty to demonstrate responsibility and compliance with federal, state, county, city or local environmental/safety regulations or ordinances on the use and storage of Bio-Medical Property to qualify for an award. The GSA Sales Contracting Officer may use the bidder's failure to provide complete or accurate information on this basis to deny the award.

Completion of ALL information is Mandatory.

SECTION 1. BIDDER INFORMATION If bidder is agent, check here ☐

a. NAME AND PHONE NUMBER OF PRINCIPAL

b. PRINCIPAL'S TAX IDENTIFICATION NUMBER (TIN):

c. PRINCIPAL'S ADDRESS:

d. PLEASE LIST OTHER BUSINESS OR NAMES USED BY THE PRINCIPAL BIDDER

e. NATURE OF BUSINESS

☐ (1) BROKER, MARKETER, RETAILER or WHOLESALER

☐ (2) TREATMENT, STORAGE AND/OR DISPOSAL FACILITY

☐ (3) OTHER *(Specify)* _____

f. INDICATE ALL RELEVANT TRAINING AND EXPERIENCE RELATED TO THE USE AND STORAGE OF BIO MEDICAL PROPERTY

SECTION 2. DESTINATION OF PROPERTY

NOTE: LIST THE ACTUAL STREET ADDRESS WHERE THE PROPERTY IS TO BE DELIVERED. POST OFFICE BOXES ARE NOT ACCEPTABLE

a. ☐ 1. PRINCIPAL BIDDER(S)

☐ 2. OTHER *(List)* _____

NAME, ADDRESS AND PHONE NUMBER OF DESTINATION

b. DOES THE PRINCIPAL OWN THE STORAGE FACILITY? ☐ YES ☐ NO

IF THE STORAGE FACILITY IS NOT OWNED BY THE PRINCIPAL, PROVIDE THE NAME AND PHONE NO. OF THE OWNER AND THE RELATIONSHIP BETWEEN THE PARTIES

SECTION 3. SPECIFIC USAGE *(Insert Item Number(s) as Appropriate)*

a. AS A PURCHASER, I WILL:

☐ (1) RESELL ITEM(S): _____

☐ (2) USE ITEM AS INTENDED: _____

☐ (3) SCRAP ITEM(S) FOR RECOVERY OF CONTENTS: _____

☐ (4) RE-REFINE/REPROCESS ITEM(S): _____

☐ (5) OTHER *(Specify Item and Use)*: _____

b. IF ITEM(S) ARE RESOLD, LIST ALL CUSTOMERS AND PROVIDE ALL INFORMATION REQUESTED IN THE PREVIOUS SECTIONS ABOVE FOR EACH CUSTOMER. USE ADDITIONAL PAPER IF NECESSARY AND ATTACH TO THIS FORM

STATEMENT OF INTENT

(CONTINUED)

SECTION 4. ACKNOWLEDGEMENTS

ACKNOWLEDGEMENT:

a. Bidder acknowledges that no false statements have been made or any information concealed regarding the business, disposition of the property, or compliance history.

b. Bidder acknowledges that sanctions may be imposed against any persons who knowingly/unknowingly violates any law relative to environmental protection, illegal transportation or storage/safety requirements/regulations or who knowingly falsifies or conceals information regarding the business, disposition, violation or use of the property and may include the denial of any future participation in the GSA Surplus Sales Program.

c. Bidder acknowledges that the information provided in this statement will be considered a part of the bid under the IFB, and a part of the contract of sale if the bid is accepted by the United States of America. The Standard Form 114C, April 2001 and the Special Requirements and Conditions are included by reference.

d. Bidder acknowledges that misuse of these items to compromise national security and/or to create or disseminate biological warfare agents is illegal. Further, the re-sale and/or exportation of certain technological items to countries subject to trade security controls is prohibited. You may be subject to prosecution if these items are used for illegal activity. Reference Online Special Terms and Conditions "Export Restriction Notice."

SECTION 5. CERTIFICATION

I certify that all of the information given in this statement is true and correct, and that I have not knowingly omitted any additional information which is inconsistent with this statement. I understand that this statement is incorporated by reference into any resulting contract of sale with the U.S. Government. Prior to effecting any change of fact or intention from that stated herein or in any prior amendment, whether occurring before or after the release of property under contract, I will submit a written request for amendment of this statement to the GSA Contracting Officer. I agree that I will not effect such changes without first receiving the written approval of the GSA Contracting Officer.

The bidder hereby certifies that if awarded a contract under this invitation for bids, the bidder will comply with all applicable Federal, State, and local laws, ordinances, and regulations with respect to the care, handling, storage, shipment, resale, export, or other use of the material hereby purchased. The bidder will hold the Government harmless from any or all debts, liabilities, judgements, costs, demands, suits, actions, or other claims of any nature arising from or incident to the handling, use, storage, shipment, resale, export, or other disposition of the bio-medical items purchased.

DATE OF SIGNING

SIGNATURE OF OFFICIAL BIDDER

PRINT OR TYPE NAME OF BIDDER