



# **TENNESSEE STATE AGENCY FOR SURPLUS PROPERTY**

## **STATE PLAN OF OPERATION**

**Department of General Services  
Division of Warehousing & Distribution  
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**STATE OF TENNESSEE**  
**PLAN OF OPERATION**

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## **I. AUTHORITY**

Pursuant to and in conformity with Section 203 (j) (4) of the Federal Property and Administrative Services Act of 1949, as amended, and the requirements of Federal Management Regulations (FMR) 102-37, Subchapter B, this State Plan has been developed, approved, certified and adopted within the laws of the State of Tennessee pursuant to Tennessee Code Annotated (TCA) 49-1-304, TCA 4-3-1101, 1102, 1103, 1104, and 1105, to enable the Tennessee State Agency to:

- A. Acquire, warehouse, and distribute U.S. Government surplus property to all eligible donees;
- B. Assess and collect service charges for the transfer of such Federal surplus property;
- C. Enter into cooperative agreements with the General Services Administration of the U.S. Government for the use by the Tennessee State Agency of any surplus personal property in its possession pursuant to the provisions of the FMR 102-37.325: and
- D. Undertake other actions and assurances as provided in this Plan within the rule-making authority provided by TCA 49-1-304 and 4-3-1105, (15).

### **Tennessee Code Annotated: 4-3-1101--Creation.**

There is hereby created the department of general services.  
[Acts 1923, ch. 7, § 24; Shan. Supp., § 373a62; Code 1932, § 286; Acts 1933, ch. 92, § 1(12); 1937, ch. 33, §§ 15, 31; 1939, ch. 11, §§10, 16; C. Supp. 1950, § 255.15; Acts 1953, ch. 163, § 1; 1959, ch. 9, § 5; 1961, ch. 97, §§ 1, 5; 1972, ch. 543, §§ 3, 7; modified.]

### **Tennessee Code Annotated: 4-3-1102--Commissioner.**

The department of general services shall be under the charge and general supervision of the commissioner of general services.  
[Acts 1923, ch. 7, § 24; Shan. Supp., § 373a62; Code 1932, § 286; Acts 1933, ch. 92, § 1(12); 1937, ch. 33, § 15; 1939, ch. 11, § 10; C. Supp. 1950, § 255.15; Acts 1953, ch. 163, § 1; 1959, ch. 9, § 5; 1961, ch. 97, §§ 2, 5; 1972, ch. 543, § 7; modified.]

### **Tennessee Code Annotated: 4-3-1103--General functions.**

The department of general services shall coordinate and administer the state's purchases, personal properties, printing and motor vehicle facilities, surplus property, postal services and general public works services, and will provide for state agencies all additional support services that are not assigned by law to specific departments.  
[Acts 1972, ch. 543, § 3; T.C.A., § 4-330; Acts 1981, ch. 499, § 4.]

**Tennessee Code Annotated: 4-3-1104.--Divisions Creation.**

(a) In order to discharge the functions of this department, there are hereby created within the department the following divisions:

- (1) The food services management division;
- (2) The motor vehicle management division;
- (3) The office of energy management, which has the duties specified in §§ 4-3-1107 [transferred to § 4-3-1017], 4-3-1108 [transferred to § 4-3-1018], 4-3-1109 [repealed] and 4-3-1110 [transferred to § 4-3-1019];
- (4) The photographic division;
- (5) The printing division;
- (6) The property services management division;
- (7) The public works division;
- (8) The purchasing and administration division; and
- (9) The records management division.

(b) The commissioner shall assign to the divisions the functions and duties imposed upon the department. The commissioner may combine, consolidate or abolish any of the divisions, or create such new divisions as are necessary to carry out the duties imposed upon the department, subject to the approval of the commissioner of finance and administration.

[Acts 1972, ch. 543, § 6; T.C.A., § 4-330; Acts 1981, ch. 364, §§ 4, 5; 1983, ch. 429, § 6.]

**Tennessee Code Annotated: 4-3-1105--Powers and duties.**

The department of general services has the power and is required to:

- (1) Establish facilities for the testing of any materials, supplies or equipment purchased, or to be purchased, for this state or any of its departments, institutions or agencies, use the testing facilities of any other state department, institution or agency, and contract for testing services from any other private or public facility;
- (2) Transfer to or between the several state departments, institutions or agencies, or sell supplies, materials and equipment that are surplus, obsolete or unused;
- (3) Have general care and supervision of all central storerooms operated by the state government, and establish and maintain such other central storerooms as may be necessary for the proper administration of title 12, chapter 3;
- (4) Supervise and regulate the making of an inventory of all removable equipment and other movable property belonging to the state government or any of its departments, institutions or agencies, with the exception of those institutions expressly exempted from the operation of title 12, chapter 3, and keep the

same current. This provision shall not apply to the various collections of articles, specimens and relics placed under the charge of the director of the state museum;

- (5) Establish, maintain and conduct a central mail room, central postage metering, and centralized outgoing mail services for all state departments, institutions and agencies located at the state capitol, except those exempted by the commissioner;
- (6) Prepare, publish and keep current a purchasing manual containing, among other things, the material provisions of title 12, chapter 3, the rules and regulations of the department and the board of standards, and an explanation of the procedures followed in the handling and making of purchases and contracts under this part;
- (7) Exercise, with the approval of the board of standards, all the rights, powers and duties vested by title 12, chapter 5;
- (8) Furnish, when requested, without cost, to the chief fiscal officer in each county and in each municipality of this state the current catalog or price listing of goods and materials, which the department may purchase for local government, by virtue of § 12-3-1001;
- (9) Supervise the maintenance of public buildings, including the state capitol and capitol annexes, and of the capitol grounds, and the supplying of furniture and fixtures to these buildings;
- (10) Study the use of state-owned automobiles by the state departments, offices and agencies, and establish rules and regulations for the housing, repair and operation of such automobiles;
- (11) Make provisions for the centralization of such departmental services as mimeographing, duplicating, addressographing, copying, typesetting, copy preparation and binding, in order to save duplicate outlays for costly equipment used only part time;
- (12) Supervise and maintain all public memorials and monuments erected or owned by the state, except where the supervision and maintenance is otherwise provided by law;
- (13) Exercise general custodial care of all real property of the state;
- (14) Provide for the supervision of the planning, preparing and serving of food including, but not limited to, the training and supervision of state food service employees;
- (15) Exercise all functions previously exercised by the state educational agency for surplus property, as described in T.C.A. 49-1-304
- (16) Supervise and regulate parking in the main state employee parking lot at the base of Capitol Hill in Nashville, as well as any other state employee parking lots now in existence or hereafter created throughout the state, except as provided in § 4-8-201, the parking lot adjacent to the Supreme Court Building in Nashville that is utilized by the personnel employed in the Supreme Court Building, and the underground parking facility adjacent to the War Memorial Building in Nashville. Such regulation shall include, but not be limited to, issuance of parking stickers to state employees, assessment of civil penalties in

- the manner provided in § 4-8-203, and removal of unauthorized vehicles. Such regulations shall not be applicable to tourists with out-of-state tags;
- (17) Supervise the supplying of utilities to the state-owned buildings under the department's control and implement a system for monitoring and controlling the cost of such utilities;
  - (18) [Deleted by 2007 amendment.]
  - (19) Define and implement specific yearly conservation/energy management goals for state-owned facilities in coordination with the state architect's office and the state building commission;
  - (20) Provide state vehicle energy management life-cycle (operational and maintenance) cost analysis;
  - (21) Define and implement an energy efficiency code for state procurement of equipment and appliances;
  - (22) Define and implement an energy efficiency code for future state buildings to include a review of renewable options by means of life-cycle analysis. This life-cycle analysis of renewable options shall be mandatory;
  - (23) Administer the state employee van pool program;
  - (24) Prepare an annual report on the activities of the office of energy management included in subdivisions (18)-(23) and submit the report to the governor, the speakers of the senate and the House of Representatives, and the chairs of the senate and house committees on government operations, energy, and conservation, or their successor committees. The report shall include savings realized by the state as a result of the office's activities expressed in both units of energy saved and monetary cost-avoidance; and
  - (25) Implement and administer the procurement of energy-efficient motor vehicles as provided in this part.

[Acts 1923, ch. 7, §§ 20, 21; Shan. Supp., §§ 373a57, 373a58; Code 1932, §§ 281, 282; Acts 1933, ch. 92, §§ 1(8), 1(9); C. Supp. 1950, §§ 255.31-255.42; Acts 1953, ch. 163, §§ 25, 29 (Williams, §§ 370.34, 370.38); modified; Acts 1959, ch. 9, § 5; 1961, ch. 97, § 5; 1972, ch. 543, § 5; 1972, ch. 630, § 1; 1973, ch. 307, § 1; 1978, ch. 524, § 1; T.C.A. (orig. ed.), § 4-331; T.C.A., § 4-330; Acts 1981, ch. 499, §§ 3, 5; 1983, ch. 214, § 4; 1983, ch. 429, §§ 8, 19; 2000, ch. 561, § 4; 2001, ch. 109, § 1; 2007, ch. 72, § 1; 2007, ch. 532, § 2.]

**Tennessee Code Annotated: 49-1-304--Acquisition of Federal Surplus Property.**

- (a) The state board of education is hereby authorized to cooperate with the Federal government in the transfer of government surplus property, to any and all eligible departments and agencies of the state and local government, and to any and all other agencies eligible to receive surplus property under the provisions of Public Law 152, 81st Congress (Act June 30, 1949, ch. 288, 63 Stat. 377), as amended, and any and all other statutory laws now in effect or that may be enacted by the congress of the United States covering the disposal of United States government surplus property.

- (b) The state board is hereby authorized to take any and all action necessary for the proper administration of the surplus property program in the acquisition of and the distribution of government surplus properties to eligible claimants in this state, in accordance with the appropriate controlling Federal statutes and regulations.
- (c) The state board is hereby authorized to collect fees for the transfer of such properties in an amount necessary for the reimbursement of freight, handling, and warehousing.

[Acts 1953, ch. 133, §§ 1-3 (Williams, § 2316b); T.C.A. (orig. ed.), §§ 49-808, 49-810.]

## **II. DESIGNATION OF THE STATE AGENCY**

### **A. Tennessee State Agency for Surplus Property**

Under the provisions of TCA 4-3-1104 the Commissioner of the Department of General Services created and designated the Property Services Management Division, now called the Division of Warehousing & Distribution (hereinafter referred to as the TNSASP), as the agency responsible for administering the Federal surplus property program in the state of Tennessee. TCA 49-1-304 and 4-3-1105, (15), further provided that the Department of General Services has sufficient rule-making authority without additional legislation.

### **B. Organizational Structure**

1. The Division is under the supervision of the Director, who reports to the Deputy Commissioner of the Department of General Services. The Director serves at the discretion of the appointing authority.
2. The Division, consisting of Federal Surplus Property, State Surplus Property, Law Enforcement Support Office (LESO), and the State Distribution Center, is organized with sufficient personnel to carry out the programs as needed. Each program carries its own program funding codes, and each program is charged payroll and operating expenses as required.

Note: **See Appendix A.**

### **C. Facilities**

All office and warehouse facilities are owned by the State of Tennessee, and leased by the Division.

1. The TNSASP administrative office and central warehouse are located at 6500 Centennial Boulevard, Nashville, Tennessee. Total warehouse space consists of approximately 70,000 square feet with approximately 5 acres of fenced yard space.

- a) As a result of operating almost exclusively utilizing the “direct transfer” concept, the TN SASP maintains a minimal amount of warehouse space for the Federal Surplus Program. Allocation requests from the TN SASP are for specific donees that must accommodate removal and transport if allocated.

### **III. INVENTORY CONTROL and ACCOUNTING SYSTEM**

#### **A. Inventory Control System**

##### **1. Direct Donation Program**

- a) TN SASP operates under a direct transfer (virtual) business model.
- b) As an almost exclusively virtual program, TN SASP does not maintain Federal property inventory, except under exceptional circumstances. If a local acquisition opportunity arises that will be readily distributed based upon recent inventory trending, the allocation request may be submitted; with any allocated inventory being stored at the warehouse with a marketed push for distribution immediately upon receipt.
- c) Normally, TN SASP requests property and, if allocated, the requesting donee picks up the property from the holding Federal facility and reports receipt to TN SASP.

#### **B. Property Accountability**

1. Accountability records are maintained in an automated database system for all Federal program transactions.
2. All TN SASP requests for Federal property are at the specific request of a donee, unless an exceptional circumstance arises. Exceptions must be approved by program management prior to the allocation request.
3. Donee makes request to TN SASP
4. TN SASP establishes the service charge and requests allocation from GSA
5. TN SASP employee creates record in TN database to document request. This record includes:
  - a) Property description
  - b) Acquisition cost
  - c) Disposing agency
  - d) GSA allocation number
  - e) Receiving agency with eligibility status and contact information
  - f) Service charge
  - g) Date and quantity of property received
  - h) Payment information
6. If allocated, TN SASP sends donee an invoice and pickup authorization

#### **C. Donee is required to notify TN SASP of date received and confirm quantity by returning copy of the transfer document (SF-123, Property Issue sheet) signed by the authorized donee representative.**

1. If quantity is different than allocated; TN SASP creates and files an “Over/Short” Report with the allocating GSA region under the provisions of [FMR §1-237.70 and §102-37.350](#).

- a) In cases where overage of a line item acquisition cost is \$500 or greater, a separate SF-123, Surplus Transfer will be submitted to GSA within thirty (30) days for donation approval.
  - b) The invoice is adjusted for the corrected amount if necessary.
  - c) If the quantity is less than reported by GSA or the acquisition cost is less than \$500, GSA approving region will receive shortage report within thirty (30) days.
- D. The acquisition cost of an item may be revised provided that the request is made in writing by the donee, and it is determined by the TN SASP that the listed acquisition cost is unrealistic in view of its research and development costs, its incompleteness due to missing parts, or its generally deteriorated condition.
- 1. TN SASP will request correction of the cost from GSA
- E. Special attention is given to property with an original acquisition cost greater than \$4999.00 along with all passenger motor vehicles. These items are designated as a compliance items and shall incur an eighteen (18) month compliance period.
- F. A manual Standard Form 123 (SF-123) is prepared by the agency to request Federal property not located on the GSA Excess Property website. The GSA Excess Property website will provide a computer generated SF-123 via e-mail for items requested online.
- G. The transportation for allocated property that is requested as a Direct Transfer to an eligible donee will be handled by the donee. Otherwise, any allocated property will be transported to the warehouse facility by either agency-owned vehicles or by contract carrier.
- H. Retaining Property for Agency Use
- 1. In accordance with FMR 102-37.270, if any item of property received can be used by the TN SASP to facilitate the operation of the program, the TN SASP will forward written notification to the GSA regional office requesting that the item(s) be retained for use under cooperative agreement.
  - 2. Upon approval of this request by GSA, the item(s) will be removed from active inventory and the approved letter will be maintained.
  - 3. When the Agency no longer has a need for this item(s), the Agency will notify GSA via written notification that the item is being returned to active warehouse inventory for distribution to an eligible donee.
- I. Periodic Physical Inventory and Reconciliation with Inventory Records
- 1. The TN SASP will perform a 100 percent physical inventory once a year under the direction of the Division of Audit, Department of General Services.
    - a) Agency personnel will physically count each item, record the item counts, and turn the count sheets into administrative personnel.
    - b) Administrative personnel will reconcile physical counts with the inventory data base.
    - c) If discrepancies are found, recounts will be made, and the data base will be checked for receipt and distribution entry accuracy. If no reason for the discrepancy can be found, an adjustment to the inventory data base will be made under the authorization of the Director.
  - 2. Copies of documents pertaining to any inventory performed, along with any adjustments to the inventory data base will be forwarded to the GSA regional

office for their review.

- a) If inventory does not exist at the time the annual physical inventory is conducted, a memo stating the zero balance of inventory must be submitted to GSA stating such within thirty days of the inventory close.
- J. The Tennessee Department of General Services, Office of Financial Management is responsible for maintaining all fiscal records for all department accounts including the TN SASP.
1. The electronic system used for all fiscal processing accounts for all revenues and expenses.
  2. The TN SASP fiscal records are maintained as a separate fund in the system, and further segregated by program area.
  3. The TN SASP will only accept payment for service charges drawn on or issued by and in the name of the approved donee.
  4. This office also provides, on a monthly basis, a fiscal report which shows line item expenditures, total year-to-date expenditures, total revenue collected, total revenue generated, and fund balance.

#### **IV. RETURN OF DONATED PROPERTY**

- A. Property is transferred in “as is-where is” condition and it is the donees’ responsibility to inspect it prior to requesting an allocation. Property may not be rejected or returned solely due to condition.
- B. Property that is reported by the donee as serviceable but not placed into use or ceases to be used during the appropriate restriction period (12/18/60 months or perpetuity) shall be returned or redistributed to the Federal program through the TN SASP. All costs associated with the property return are solely the donee’s responsibility.
- C. Requests to return property must be made in writing by the donee to the TN SASP explaining why the material does not conform to its needs or why restrictions cannot be adhered to. The TN SASP may confer with GSA when deciding to accept a return. The TN SASP decision is final.
- D. Property return may be accomplished by:
  1. Transferring to another eligible donee, SASP or Federal agency
  2. With GSA approval and coordination, authorize sale, [FMR§120-37.310](#)
  3. Authorize cannibalization or secondary utilization
  4. Request authorization for abandonment or destruction, [FMR §120-37.320](#)
  5. Amend, modify, or grant release on terms and conditions in conformance with GSA regulations.
- E. The Agency emphasizes the use requirements via the terms and conditions of the Application for Eligibility signed by the authorized representative of the donee as a condition of eligibility and also by the terms and conditions repeated on the reverse side of the distribution document.

Note: **See Appendix B**

**V. FINANCE AND SERVICE CHARGES**

- A. The Agency is a service organization whose function is to acquire and distribute surplus property needed by eligible recipients in the state. The Agency does not receive any appropriated funds from either Federal or state sources for operation of the Agency. The total costs for operation must be covered by service charges and sale proceeds.
- B. The assessment of service charges is related to the following direct and reasonable indirect costs to cover all costs of SASP operations:
  - 1. Administrative cost (includes salaries, professional services, printing and copier services, communications, rentals and insurance, and supplies).
  - 2. Screening costs (includes salaries, vehicle costs, and per diem expenses). These costs are very minimal due to the fact that the majority of acquisitions are handled via direct transfer.
  - 3. Transportation costs (includes salaries, vehicle costs, per diem expenses, contract carrier expenses, and all other shipping peripheral expenses).
  - 4. Logistical costs (includes salaries, rentals and insurance, and vehicle costs). These costs are very minimal due to the fact that the majority of acquisitions are handled via direct transfer.
  - 5. Compliance and utilization review costs (includes salaries, per Diem and vehicle costs).
- C. The assessment of service charges shall be related to the following factors:
  - 1. Original government acquisition cost.
  - 2. Condition, obsolescence, and potential use of property.
  - 3. Costs for repair and rehabilitation of property as needed.
- D. Due to the infinite variety of available property, varying condition, obsolescent factors, and potential use of an item, the following formula will be used to ensure a fair, equitable and reasonable service charge. However, the same service charges will be charged for like property with the same condition code regardless of the donee. A minimum of \$100 will be charged for each transaction.
  - 1. The following chart for computing service charges will be used:

OAC	Percent of OAC
\$ 0.01 - \$ 4,999	1 - 50%
\$ 5,000 - \$ 19,999	1 - 30%
\$ 20,000 - \$ 39,999	1 - 25%
\$ 40,000 and up	1 - 20%

2. Certain qualifying exceptions to the service charge formula will be used when establishing service charges for property. These exceptions are as follows:
  - a. Rehabilitated property - direct costs for rehabilitating property will be added to the service charge if the Division rehabilitates in part or completely.
  - b. Overseas property - additional costs for screening and transportation will be added.
  - c. Extraordinary, unusual or special charges - additional charges may be added for packing, shipping, delivery, dismantling, and other extraordinary, unusual or special handling charges.
  - d. Unrealistic acquisition cost - an adjustment will be made to conform with a realistic acquisition cost prior to the assessment of the service charge. Any change to an unrealistic acquisition cost will be notated on the receiving records.
  
- E. Pursuant to the McKinney Act of 1987, which amended the Federal Property and Administrative Service Act of 1949, the Agency will make property available to eligible organizations that provide assistance to the homeless. This property will be distributed to these eligible organizations at a nominal cost for transportation and handling of the property.
  
- F. The funds accumulated from service charges or any other source will be deposited with the State Treasury in a specific fund designated for this Agency, and are to be used solely to cover direct and indirect costs of the operation of this Agency, to purchase and/or lease necessary equipment, to rehabilitate donable property, to purchase replacement parts for donable property, and to maintain a reasonable working capital reserve not to exceed the total agency expenses for the State's two prior fiscal years.
  
- G. The State of Tennessee does not permit the SASP to invest funds, including any reserve funds. However, any reserve funds will be deposited with the State Treasury, and will be used solely for the operation of the agency.
  
- H. All facilities used by this SASP are owned by the State of Tennessee, and are leased by the SASP; thus any purchase or improvement expense is borne by the State of Tennessee and not the SASP. In the event of the sale or other disposal of the facility, all funds would revert to the State of Tennessee.
  
- I. In the event that funds exceed the working capital reserve, these funds will be reduced by lowering the service charges to donees.
  
- J. Charge terms are balance due, net 30 days. Any account past 90 days will result in suspension from program activities until the entire balance has been satisfied.

## **VI. TERMS AND CONDITIONS FOR DONATED PROPERTY**

- A. Property acquired through the program must be used by the donee for a public purpose ([FMR §102-37.435 through 475.](#)) Furthermore, the donee must agree that the property may not be acquired with the intent to sell or trade for other assets or money.
- B. Donees must certify that they meet all of the criteria and they will comply with all conditions and restrictions imposed by GSA and/or TN SASP listed on “Terms and Conditions” in Appendix B.
- C. The TN SASP may amend, modify or grant releases of any term, condition, or restriction it has imposed on donated items in accordance with the standards prescribed in this plan provided that the conditions pertinent to each situation have been affirmatively demonstrated to the prior satisfaction of the TN SASP and made a matter of record.
- D. The following additional conditions are applicable to items with a unit acquisition cost of \$5,000 or more and passenger motor vehicles:
  - 1. The property shall be used only for purpose(s) for which acquired and for no other purpose(s).
  - 2. There shall be a period of restriction which expires after the property had been used for the purpose(s) for which acquired, for a period of eighteen (18) months, from the date the property is placed in use, except for such items of major equipment listed, on which the State agency designates a further period of restriction.
- E. Additional restrictions and conditions apply to the donation of any fixed- or rotary-wing aircraft and donable vessels that are fifty (50) feet or more in length, having a unit acquisition cost of \$5,000 or more, regardless of the purpose for which donated. Donees agree to these additional conditions when requesting the equipment and execute the conditional transfers in Appendix C for:
  - 1. Combat Aircraft Conditional Transfer
  - 2. Non-combat Aircraft Conditional Transfer
  - 3. Vessel Conditional Transfer
- F. Provided an item of donated property is not in compliance status, a reduction in the period of restriction may be authorized when a revised standard covering the period of restriction is promulgated by the TN SASP. These provisions are not applicable to:
  - 1. Donated military-type aircraft, or other items of property on which GSA has imposed special handling condition or use limitations.
  - 2. Property which was not placed in use for the purposes for which acquired within one year from the date the property was placed in use, and continued in use for one year from the date the property was placed in use, except with

respect to secondary use or cannibalization as provided in [FMR§102-37.290](#) through [§102-37.320](#).

- G. Pursuant to [FMR §102-37.470](#) the TN SASP may grant approval to the donee to cannibalize or accomplish secondary utilization of an item which is subject to the terms, conditions, reservations, or restrictions as listed Terms and Conditions. The TN SASP may issue an item for the purposes of cannibalization or secondary utilization with approval for such action marked on the invoice. If a donee finds that it cannot use the donated item for the purposes for which acquired, and therefore wishes to cannibalize it or accomplish secondary utilization, a written request for an approval must be submitted to the TN SASP. The request shall give item identification, condition, and proposed use. The TN SASP will respond in writing and may grant approval when it is determined that such action appears to be the best utilization of the item. Secondary utilization or cannibalization may be accomplished provided that:
1. Disassembly of the item for use of its component parts for secondary use or repair and maintenance of a similar item has greater potential benefit than utilization of the item in its existing form;
  2. Items approved for disassembly or cannibalization will remain under the period of restriction imposed by the transfer document pending completion of the proposed secondary use or cannibalization; and
  3. A written report of such action is made by the donee to the TN SASP, including a list of all components resulting from the secondary utilization or cannibalization which have a single item acquisition cost of \$5000 or more. These components will remain under the restrictions imposed by the transfer document. Components with a single item acquisition cost of less than \$5000 will be released from the restrictions imposed by the transfer document. However, these components will continue to be used or be otherwise disposed of in accordance with applicable law and regulations.
- H. Written approval is required from GSA for property under Federal restriction. An item of donated personal property may be traded in or used as whole or part payment for another like item of property provided:
1. The item being traded-in is not, when the request is made, in compliance status for violation of the terms, conditions, reservations or restrictions placed on it;
  2. The item being traded in has been used by the donee for eligible purposes for at least six (6) months from the date of being placed in use, and it has been demonstrated that the trade-in will result in increased utilization value to the donee;
  3. The trade-in is on a one-for-one basis only, i.e., one donated item being traded for one like item having similar use potential,
  4. The item being acquired has an estimated market value at least equal to the estimated market value of the item being traded-in; and;
  5. The item acquired is made subject to the period of restriction remaining on the item traded-in.

- I. Except in cases involving the failure to use or the misuse of donated property, abrogation to restrictions imposed by the TN SASP in the transfer instrument may be authorized upon payment to the TN SASP of an amount representing the fair market value at the time of donation less a credit for the time the property was used for the purpose for which donated, during the period of restriction, and provided that the TN SASP determines that such action will not result in a windfall revenue to the donee, and provided further that the property has been used for at least twelve (12) months from the date of being placed in use or otherwise under Federal restriction.
- J. The acquisition cost of an item may be revised provided that the request is made in writing by the donee, and it is determined by the TN SASP that the listed acquisition cost is unrealistic in view of its research and development costs, its incompleteness due to missing parts, or its generally deteriorated condition.
  - 1. TN SASP will request correction of the cost from GSA
- K. The enforcement of the terms and conditions, reservations and restrictions imposed by the TN SASP of donated property, or the remedy of breaches of such terms and conditions, may be satisfied:
  - 1. When payment is made to the TN SASP of any and all fair rental values due and payable for any unauthorized use of donated property;
  - 2. When payment is made to the TN SASP of either the fair market value or gross proceeds of sale, whichever is in the best interest of the State, for the unauthorized disposal or destruction of donated property; or
  - 3. When donated property is recovered by the TN SASP accountability and distribution of such property is the responsibility of the TN SASP.
- L. Donation of Firearms and Alcohol
  - 1. The Agency will not participate in the donation of Firearms and Alcohol through the Federal Property Program.

## **VII. NONUTILIZED DONABLE PROPERTY**

- A. The TN SASP operates a direct driven donation program and as such, should not have undistributed property. However, should it occur, the TN SASP will dispose of program acquired property that has not been properly utilized according to the provisions of [FMR §102-37-290](#) through [§102-37.320](#).
- B. Unutilized, serviceable property will be offered to the other eligible Tennessee donees according to Part H: Fair and Equitable Distribution.
- C. Unutilized, serviceable property will be offered to the other eligible SASPs by electronic notification (email). Other SASP representatives are encouraged to inspect and select unutilized property. Transfers will be requested and reported on SF-123, Surplus Transfer (Appendix C) by the requesting state through the appropriate GSA office. The receiving SASP is responsible for transportation and associated handling costs.

- D. TN SASP may report unutilized, serviceable property that is not required by another SASP to GSA for redistribution or other disposal.
  - 1. GSA will notify the TN SASP of the disposition and required disposal action. With GSA authorization, property may be sold in place. Funds will be disbursed according to [FMR §102-37.315](#).
- E. Abandonment or destruction will be requested from the regional GSA office for property that is unutilized and unserviceable; that has been determined to have no commercial value or continued handling costs exceed the estimated sales value. The request will include;
  - 1. The basis for the abandonment or destruction;
  - 2. A detailed description of the property, its condition, and total acquisition cost;
  - 3. The proposed method of destruction (burning, burying, etc.) or the abandonment location;
  - 4. A statement confirming that the proposed abandonment or destruction will not be detrimental or dangerous to public health or safety and will not infringe on the rights of other persons; and
  - 5. The signature of the TN SASP director requesting approval for the abandonment or destruction.
  - 6. GSA will provide alternate disposition instructions if it disapproves the request for abandonment or destruction. If GSA doesn't reply within 30 calendar days of notification, the property will be abandoned or destroyed.

## **VIII. FAIR AND EQUITABLE DISTRIBUTION**

- A. The TN SASP is responsible to ensure the fair and equitable redistribution of Federal surplus property donated through the program. The TN SASP will utilize the following criteria to determine property redistribution include:
  - 1. Donee statement of need based on current capabilities and how property will assist the community
  - 2. Applicability of property to donee mission
  - 3. Extraordinary circumstances such as natural disaster or homeland defense
  - 4. Immediate use over replacement inventory
  - 5. Quantity available and other requests. If there are limited quantities, efforts will be made to provide benefit to the maximum number of donees.
  - 6. Donee performance in maintaining eligibility, paying service charges in a timely manner, picking up property, completing compliance information.
  - 7. Want list standing
- B. When competing requests are received, the TN SASP will make the redistribution decision and it will be final.

## **ELIGIBILITY**

### A. General

1. Public Agencies –Surplus personal property may be donated through the TN SASP to public agencies as defined in [40 USC §549\(c\)\(3\)](#). They include;
  - a) a State;
  - b) a political subdivision of a State (including a unit of local government or economic development district);
  - c) a department, agency, or instrumentality of a State (including instrumentalities created by compact or other agreement between States or political subdivisions); or
  - d) an Indian tribe, band, group, pueblo, or community located on a state reservation.
  
2. Surplus property acquired must be used by the public agency to carry out or promote one or more of the following purposes for the residents of a given political subdivision;
  - a) Conservation
  - b) Economic development
  - c) Education
  - d) Parks and recreation
  - e) Public health
  - f) Public safety
  - g) Emergency services
  
3. Nonprofit organizations as defined by [Internal Revenue Service 501 \(c\)](#) that provide educational, public health, or service to homeless and /or impoverished as described in [FMR §102-37.380](#) through §102-37.430 and §102-37.445, including;
  - a) Medical institutions, hospitals, clinics, health centers, drug abuse or alcohol treatment centers;
  - b) Providers of assistance to homeless individuals;
  - c) Providers of assistance to impoverished families and individuals;
  - d) Schools, colleges, universities, schools for the mentally disabled, schools for the physically disabled; museums attended by the public, libraries, serving free all residents of a community, district, State or region
  - e) Child care centers;
  - f) Educational radio and television stations;
  - g) Historic light stations as defined by the National Historic Preservation Act (16 USC 470w-7(e)(2));
  - h) Programs for Older Americans described in Section 213 of the Older

Americans Act of 1965, as amended (42 USC 3020(d));  
i) Veteran's service organizations that are approved by the Department of Veterans Affairs (38 USC §5902) and provide health or educational services.

4. An eligible nonprofit entity may only receive surplus personal property and use it for the primary function(s) for which it is intended and not any unrelated or commercial purpose or program.
5. Service Educational Activities (SEA) – 40 USC §549(d) authorizes surplus property under the control of the Department of Defense (DOD) to be donated, through TN SASP to educational activities which are of special interest to the armed services as defined in [FMR §102-37.510](#) through §102-37.515.

#### B. Eligibility Determination

1. The TN SASP is responsible for determining applicant eligibility as a public agency or nonprofit entity to participate in the program and receive donations of surplus property.
2. Approval is only granted once an applicant meets the provisions and criteria as stated in the [FMR §102-37.380](#) through 102-37.400.
3. Conditional Eligibility ([FMR §102-37.420 through 430](#))
  - a) The TN SASP may grant conditional eligibility to such an applicant provided it submits a statement from any required approving, accrediting, or licensing authority confirming it will be approved, accredited, or licensed.
  - b) Under no circumstances will conditional eligibility be granted prior to receiving a letter of determination by the IRS stating that the applicant is exempt from Federal taxation under section 501 of the Internal Revenue Code.
  - c) While in conditional status, donees will only have access to property that can be used immediately.
4. Agencies that have had eligibility denied, may appeal in writing to the TN SASP Director. The appeal must document the criteria that establishes eligibility according to the [FMR §102-37.380](#) through §102-37.430 and §102-37.445. The director may consult with GSA to ensure fair application of the standards. The eligibility decision of the director is final.

#### C. Eligibility Procedures

1. Entities interested in receiving Federal surplus must establish eligibility by completing an application form and providing supporting documentation required for the specific services provided (Appendix C.) The application is available by mail, fax or online at:

<http://tn.gov/generalserv/centralstores/>

2. Application must be fully completed and sent with supporting documentation to TN SASP. There is no charge for application processing.
3. TN SASP will review the application and notify the applicant of approval, disapproval, or the need of additional information via e-mail. After two (2) attempts to collect required information, the request will closed as inactive and the donee must submit a new application.

D. Application Information

1. Legal name, address, telephone number, and e-mail address
2. Applicant status:
  - a) Public entity and type
  - b) Nonprofit and type
  - c) Service Educational Activity ([FMR §102-37.400](#))
3. If nonprofit, include as evidence a copy of tax exemption certificate under Section 501 of Internal Revenue Code of 1968, and details of funding and relative financial ability;
4. Concise description of the applicant's public program such code, or charter that establish entity or as naming departments, services, or activities, plants or facilities, and staff. If a nonprofit, provide concise descriptions of the specific offerings, services, plants or facilities, and staff, so TN SASP may determine eligibility qualifications and definitions or eligible entities.
5. Evidence of approval, accreditation, or licensing listed in [FMR §102-37.395](#). If evidence is lacking, a letter of evaluation from an appropriate program authority such as: city or county governments, state agency, college or university, may be submitted in lieu of such evidence.
6. Supplementary information may be requested and required as to the relative needs, resources, and utilization abilities to aid the TN SASP in the fair and equitable distribution of available property and that the requested property meets the donee's program needs.
7. Non-Discrimination Assurance (Appendix C) must be executed by the applicant's authorized representative and is a requirement for eligibility approval and prior to receiving any property.
  - a) Execution of the Nondiscrimination Assurance certifies application will comply with GSA regulations under 40 USC §122, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended,

Section 303 of the Age Discrimination Acts of 1975, and Civil Rights Restoration Act of 1987.

8. Certification that the applicant is not debarred, suspended, or excluded from any Federal program, including procurement programs;
9. The application must be signed by the administrative head or other responsible official of the applicant who has authority to act for the applicant in all matters pertaining to the Federal surplus property including: eligibility application, acquisition of Federal surplus property, obligation of funds, execute documents and agreements, certification to terms, conditions, restrictions, use and disposal of property.
10. As part of the application process, the donee's administrative head will be requested to designate eligible representatives to act as agents who may screen, select, and sign for property for that organization.

E. Eligibility Maintenance

1. Eligibility records must be updated as changes occur to ensure that the donee's eligibility is current and accurate. At a minimum, they must be updated:
  - a) State government every three (3) years
  - b) Local government every two (2) years
  - c) Nonprofits whose eligibility depends on annual appropriations, annual licensing, or annual certification require an annual update.
2. Eligibility updates will be completed in the anniversary month of the donee determination and will be sent to donee contact electronically (email.)
3. Donees that do not comply with eligibility maintenance requirements will be deferred until the records have been updated and comply with requirements.

F. When an eligible donee ceases to operate or when it loses its license, accreditation or approval, or otherwise fails to maintain its eligibility status as requested by the Agency, the Agency will terminate its distribution of property to the organization until such time as eligibility is reestablished by the Agency.

1. When a determination is made by the Agency that an applicant previously determined to be eligible is, in fact, ineligible, the Agency will immediately terminate donation of surplus property to that agency. The Agency will take whatever action is necessary and practical to recover any property distributed to the organization.

## **IX. COMPLIANCE AND UTILIZATION**

- A. The TN SASP will conduct reviews to ensure that donees are complying with the conditions and restrictions and are utilizing the property for the purpose for which it was donated. GSA requires that all items of donated property be placed into use within one (1) year of acquisition and used for a minimum of twelve (12) months.
- B. Reviews are conducted on:
  - 1. All items with a unit acquisition cost of \$5000 or more and any passenger motor vehicle
  - 2. Items that require special handling conditions or use limitation as imposed by GSA in [FMR §102-37.455](#).
  - 3. Items with an acquisition cost of less than \$5000 that may be subject to stockpiling
  - 4. Any item where there is alleged fraud, theft, misuse, or unauthorized disposal.
- C. The TN SASP will conduct compliance review at least once during the restriction period described above.
  - 1. TN SASP may conduct on-site compliance visits as to the extent that staff and funds permit.
  - 2. Donees will receive electronic notification that they will certify the property in-use date and return it to the TN SASP.
  - 3. Donees will then receive electronic notification during the applicable restriction period that they must certify that the item is still in use.
  - 4. Donees that receive aircraft and vessels over fifty (50) feet that have five (5) year restrictions will continue to receive and must certify the annual In Use letter for the entire restriction period. TN SASP will conduct an on-site review at least once during this restriction period.
- D. When the utilization survey shows that the donee has complied with the restrictions and the item is in use, there will be no further action required.
- E. Deficiencies in utilization may include but are not limited to:
  - 1. Non-use or misuse
  - 2. Ineligible use such as loan, rental, gift, or personal
  - 3. Unauthorized cannibalization
  - 4. Unauthorized disposal or sale
  - 5. Failure to place into use in the prescribed time
  - 6. Fraud or theft
- F. When deficiencies are discovered, the TN SASP will attempt to remedy the specific case. Actions may include:
  - 1. Requiring that the item be placed into use
  - 2. Transfer to another donee
  - 3. Transfer to another SASP
  - 4. Request abandonment, destruction or cannibalization
  - 5. Report to GSA for reutilization or sale
- G. Any instance of noncompliance that cannot be remedied will result in donees being suspended and the situation will be reported to GSA immediately.

- H. The TN SASP will initiate an appropriate investigation of any alleged fraud or misuse of applicable property and immediately notify GSA of the allegations and the status of the investigation. The TN SASP will prepare a report of circumstance and findings in the case.
- I. Alleged or reported theft of surplus property will be referred to the appropriate local law enforcement agency. Circumstances and findings will be reported to GSA immediately.
- J. The TN SASP may enforce compliance during the restriction period by requiring payment from the donee to:
  - 1. Recover the fair market value of property that has been disposed of improperly
  - 2. Recover the fair rental value if the property was used in an improper manner
  - 3. The TN SASP will consult with GSA in enforcing the terms and conditions when making demand for payment for fair market or rental value. Funds received for breach of GSA restrictions will be retained by GSA. Funds received for breach of TN SASP restrictions will be retained by the TN SASP.
- K. The TN SASP will suspend donations of property to a donee for noncompliance case or nonpayment of service charges.

## **X. CONSULTATION WITH ADVISORY BODIES AND PUBLIC AND PRIVATE GROUPS**

- A. The TN SASP works closely with the State Legislature to handle any requests from Donees.
- B. The TN SASP will provide eligible donees with surveys and questionnaire allowing the donees to submit expressions of need and interest for property; and provide the opportunity for submission of useful feedback concerning how the Agency can provide a more effective service. The communications are provided to the donees on a consistent basis. Surveys are tabulated quarterly. Submissions of property demands are recorded on the wish list for screening action.
- C. The Agency will actively and upon request provide speakers for conferences, seminars and meetings held by public and private organizations.

## **XI. AUDIT**

- A. The Agency will receive a periodic internal audit of operations and financial affairs by the Department of General Services Office of Internal Audit.
- B. Pursuant to OMB Circular No. A-128, "Audits of State and Local Government" (Single Audit Act), a review of the Agency will be made with generally accepted audit standards by the Comptroller of the Treasury.
  - 1. The Agency will forward to the regional GSA office 2 copies of the sections of

- the audit that pertain to the Federal donation program.
2. The Agency will forward to the regional GSA office any corrective actions to be taken by the Agency, or any finding exceptions taken by the Agency.
- C. GSA representatives may periodically visit the Agency to coordinate program activities and to review the Agency operations. GSA may, for appropriate reasons, conduct its own review of the Agency following due notice to the Agency as to the reasons for such review. The Agency will make available financial records and all other records for inspection.
- D. The Government Accountability office (GAO) and other authorized Federal activities may audit or review the operations of the Agency. The Agency will make available financial records and all other records for inspection.

### **XIII. COOPERATIVE AGREEMENTS**

- A. The TN SASP may enter into, or review, or revise cooperative agreements with the GSA and other Federal agencies and state governments pursuant to [FMR 102-37.325](#). Agreements may include but are not limited to:
1. Use of donable property by the TN SASP
  2. Overseas property
  3. Use of Federal facilities and services including personnel
  4. Other state SASPs
- B. Cooperative agreements between the TN SASP and GSA may be terminated by either party upon sixty (60) days written notice to the other party. Termination of an agreement between a Federal agency designated by GSA and the TN SASP, and/or interstate cooperative distribution agreements, shall be mutually agreed to by the parties.
- C. The TN SASP may enter into cooperative agreements with other eligible states and local governments as deemed necessary or advisable.

### **XIV. LIQUIDATION**

- A. The TN SASP will submit a liquidation plan to GSA prior to the actual termination of activities according to the requirements of [FMR §102-37.365](#) through §102-37.370. The plan at a minimum will include:
1. Reason for liquidation;
  2. Schedule for liquidating the agency and the estimated date of termination;
  3. Method(s) of disposing of property on hand under the requirements of this part
  4. Method(s) of disposing of the agency's physical and financial assets;

5. Retention of all available records of the TN SASP for a two (2) year period following liquidation; and
  6. Designation of another governmental entity to serve as the agency's successor in the function until continuing obligations on property donated prior to the closing of the agency are fulfilled.
- B. Pursuant to FMR 102-37.370 the liquidation plan constitutes a major amendment to the Agency's Plan of Operations and, as such, requires public notice. The Agency must:
1. Publish a general notice of the amendment at least 60 calendar days in advance of filing the proposal with the regional GSA office; and
  2. Provide interested parties at least 30 calendar days to submit comments before filing the proposal.
- C. Written approval from GSA must be received prior to the beginning of any such liquidation.

## **XV. FORMS**

- A. Copies of the following forms are contained in Appendix C:
1. Eligibility Application, to include Authorized Representatives and Nondiscrimination Assurance pages
  2. Non-combat Aircraft Conditional Transfer
  3. Combat Aircraft Conditional Transfer
  4. Vessel Conditional Transfer
  5. Invoice
  6. Bill of Sale
  7. Allocation of Property for Release
  8. In-Use
  9. Compliance & Utilization Review
  10. Certificate of Cannibalization
  11. SF-123 Surplus Transfer
  12. Electronic Transfer Order (SF-123 Proxy)

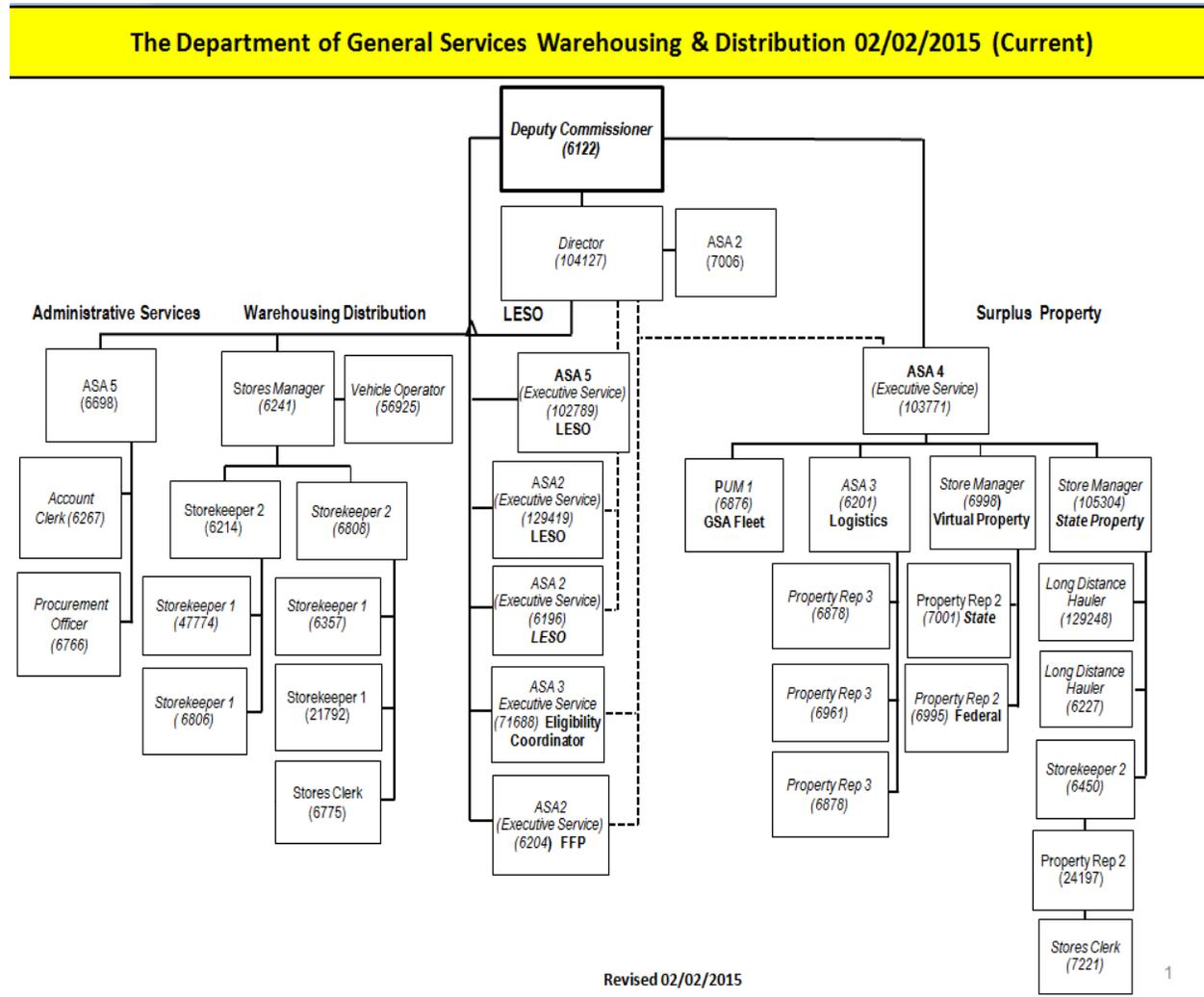
## **XVI. RETENTION OF RECORDS**

A. The Agency shall maintain all official records pertaining to the administration and operation of the Agency for not less than three years, except;

1. Records involving property subject to restrictions shall be kept one year beyond the specified period of restriction;
2. Records involving property with perpetual restriction shall be retained in perpetuity;
3. Records involving property in noncompliance status shall be retained for at least one year after the noncompliance case is closed.

# Appendix - A

## Division Organization Chart



## Appendix – B

### Terms & Restrictions

#### **TERMS, CONDITIONS, RESERVATIONS AND RESTRICTIONS FOR FEDERAL SURPLUS PROPERTY**

*(If designated a Service Educational Activity (SEA) by the Department of Defense, A.1, A.2, and C. do not apply)*

##### **A. THE DONEE CERTIFIES THAT:**

1. It is a public agency or a non-profit institution or organization exempt from taxation under Section 501 of the Internal Revenue Code of 1954 within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the Administrator of General Services.

2. If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or, if a non-profit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for such purposes, programs for older individuals, or programs for providers of assistance to the homeless. The property is not being acquired for any other use or purposes, or for sale or other distribution, or for permanent use outside the state, except with prior approval of the State Agency.

3. Funds are available to pay all costs and charges incident to donation.

4. This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975.

##### **B. THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:**

1. All items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt and shall be continued in use for such purpose(s) for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State Agency, and at the donee's expense, return such property to the State Agency, or otherwise make the property available for transfer or other disposal by the State Agency, provided the property is still usable as determined by the State Agency.

2. Such special handling or use limitations as are imposed by General Services Administration (GSA) on any items(s) of property.

3. In the event the property is not so used or handled as required by B.1. and 2., title and right to the possession of such property shall at the option of GSA revert to the United States of America, and upon demand, the donee shall release such property to such person as GSA or its designee shall direct.

##### **C. THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH, AND AIRCRAFT:**

1. The property shall be used only for the purposes(s) for which acquired and for no other purpose(s).

2. There shall be a period of restriction which will expire after such property has been used for the purposes(s) for which acquired for a period of 18 months from the date the property is placed in use, except for such items of major equipment on which the State Agency designates a further period of restriction.

3. In the event the property is not so used as required by C.1. and 2., and Federal restrictions B.1. and 2. have expired, then title and right to the possession of such property shall at the option of GSA revert to the State of Tennessee, and the donee shall release such property to such person as the State Agency shall direct.

##### **D. THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:**

1. From the date it receives the property and through the period(s) of time the conditions imposed by B. and C. above remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without prior approval of GSA under B. or the State Agency under C. The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when such action is authorized by GSA or by the State agency, shall be remitted promptly by the donee to GSA or the State Agency, as the case may be.

2. In the event any of the property is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by B. or C. remain in effect, without the prior approval of GSA or the State Agency, the donee, at the option of GSA or the State Agency, shall pay to GSA or the State Agency, as the case may be, the proceeds of the disposal or for the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the State Agency.

3. If at any time from the date it received the property through the period(s) of time the conditions imposed by B. and C. remain in effect, any of the property is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State Agency, and shall, as directed by the State Agency, return the property to the State Agency, release the property to another donee or another State Agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State Agency.

4. The donee shall make reports to the State Agency on the use, condition, and location of the property and on other pertinent matters as may be required from time to time by the State Agency.

5. At the option of the State Agency, the donee may abrogate the conditions set forth in C. and the terms, reservations and restrictions pertinent thereto in D. by payment of an amount as determined by the State Agency.

##### **E. THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY:**

1. The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind. **Donees will hold the Government harmless from any or all debts, liabilities, judgments, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.**

2. Where a donee carries insurance against damages to or loss of property due to fire or other hazards, and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions occurs, the State Agency will be entitled to reimbursement from the donee out of insurance proceeds of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated items.

**F. Terms And Conditions Applicable To The Donation Of Aircraft And Vessels (50 Feet Or More In Length) Having An Acquisition Cost Of \$5,000 Or More, And Other Items Of Property Requiring Special Handling Or Use Limitations, Regardless Of The Purpose For Which Acquired**

The donation shall be subject to the terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document executed by the authorized donee representative.

## Appendix - C

### Eligibility Application



### Department of General Services Warehousing & Distribution (PUD) APPLICANT INFORMATION

**I. LEGAL NAME AND MAILING ADDRESS OF APPLICANT ORGANIZATION**

Name of Organization \_\_\_\_\_

Mailing Address (P.O. Box #, Street, City, State, Zip Code)/Name of Organization \_\_\_\_\_

Street Address/Location (if different from mailing address) \_\_\_\_\_

Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_ County \_\_\_\_\_

Email Address \_\_\_\_\_

**II. APPLICANT STATUS (CHECK ONE):**  
*(If designated a Service Educational Activity (SEA) by the Department of Defense, sign Part III and Authorized Representatives, Page 2.)*

**Public Agency**  
 State  County  City  Public Education  Other (Specify) \_\_\_\_\_

**Non-profit, Tax Exempt Organization**  
 A. Must attach narrative description of program or service offered, including a description of facilities operated  
 B. Must attach copy of IRS determination letter of tax-exemption under Section 501 of Internal Revenue Code of 1954  
 C. Must attach proof that organization is accredited, licensed or approved.  
 D. Must provide sources of funding (tax supported, grant, etc.) and attach supporting documentation.

**Education**  
 College/University  Secondary School  Elementary School  Preschool  
 School for Handicapped  School for Retarded  Training Center  Sheltered Workshop  
 Radio/TV Station  Other (Specify) \_\_\_\_\_

**Health**  
 Hospital  Clinic  Nursing Home  Health Center  
 Other (Specify) \_\_\_\_\_

Provider of Assistance to the Homeless  
 Provider of Assistance to the Impoverished  
 Program for Older Individuals  
 Library  
 Museum  
 Volunteer Fire/Police Department  
 Rescue Squad/Emergency Management Agency/Civil Defense (other than public agency)

**III. RACIAL AND NATIONAL ORIGIN DATA FOR SERVICE AREA (COMPLETE ALL APPLICABLE):**  
*(Information may be obtained from the following website if not known: <http://quickfacts.census.gov/qft/states/47/47307.html>).*

White \_\_\_\_\_% Black \_\_\_\_\_% Asian \_\_\_\_\_%  
 Hispanic \_\_\_\_\_% American Indian/Alaskan Native \_\_\_\_\_% Other \_\_\_\_\_%

**IV.** \_\_\_\_\_  
 Date Print Name/Title of Organization Official Signature of Organization Official

**FOR STATE AGENCY USER ONLY**

This applicant has been determined:  eligible  non-eligible  conditionally eligible  
 as:  public agency  non-profit education  non-profit health  
 other (Specify) \_\_\_\_\_

Donee ID # \_\_\_\_\_ Institution Code \_\_\_\_\_ 3040 Code \_\_\_\_\_ Eligibility Code \_\_\_\_\_

Signature of State Agency Director/Assistant Director \_\_\_\_\_ Date \_\_\_\_\_

Appendix - C



Department of General Services  
Warehousing & Distribution (PUD)

**AUTHORIZED REPRESENTATIVES**

NEW DESIGNATION(S)  
*(Delete all previous designations)*

ADDITIONAL DESIGNATION(S) ONLY  
*(Add to previous authorization)*

The following representatives are designated to:

- A. Represent organization as its authorized agent;
- B. Acquire State and Federal surplus property on behalf of the organization;
- C. Obligate necessary organization funds for this purpose
- D. Execute distribution documents binding the organization to the terms, conditions, reservations, and restrictions applying to property obtained through the agency.
- E. Further delegate this authority to any employee of the organization for the purpose of acquiring surplus property for the use by the organization, (Further delegation must be in the form of a current original, signed letter.)

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>	<u>DRIVER LICENSE NUMBER</u>
		_____	
		_____	
		_____	
		_____	
		_____	
		_____	

Are purchase orders used by your organization? Yes  No  If yes, with what restrictions?

*I hereby certify that I understand that all authority to acquire property by those listed above ceases at the expiration of my term listed below and must be renewed by the incoming official.*

SIGNATURE OF ORGANIZATION OFFICIAL: \_\_\_\_\_ DATE: \_\_\_\_\_

TERM OF OFFICE EXPIRES: \_\_\_\_\_

## Appendix - C



### Department of General Services Warehousing & Distribution (PUD)

#### NONDISCRIMINATION ASSURANCE

Assurance to be executed by organization official prior to receiving surplus personal property from the Property Utilization Division.

*Assurance of compliance with GSA Regulations under Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of The Federal Property and Administrative Services Act of 1949 (as amended), Section 504 of the Rehabilitation Act of 1973 (as amended), Title IX of the Education Amendments Of 1972 (as amended), and Section 303 of the Age Discrimination Act of 1975.*

The \_\_\_\_\_ (the donee)  
(Name of Organization)

Agrees that the program for or in connection with which any property is transferred to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2 and 101-8) issued under provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 606 of Title VI of the Federal Property and Administrative Services act of 1949, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Section 303 of the Age Discrimination Act of 1975, as amended; Title IX of the Education amendments of 1972, as amended; and Civil Rights Restoration Act of 1987, to the end that,

No person on the basis of race, color, national origin, sex, age, or handicap if otherwise qualified shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the donee receives assistance from the General Services Administration, and hereby gives assurance to that it will immediately take any measure necessary to effectuate this agreement.

Agrees that it is the sole responsibility of the donee to ensure all donee employees receive annual Title VI training and that said training is documented, maintained, and made available upon request by the General Services Administration or State of Tennessee.

Further, the donee agrees that this agreement obligates the donee for the period during which it retains ownership or possession of property; that the United States shall have the right to seek judicial enforcement of this agreement; and that this agreement is binding upon the donee and its successors, transferees, and assignees.

Signature of Organization Official

\_\_\_\_\_

Date

GS-0994(Rev 10/11)

3

RDA 1876

## Appendix - C



### Department of General Services Warehousing & Distribution (PUD)

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER TRANSACTIONS**

This certification is required by the General Services Administration regulations implementing Executive Order 12549-41 CFR 105-68 for all lower tier transactions meeting the requirements stated at 41 CFR 105-68.110.

1. By signing and submitting this proposal, the prospective lower tier participating is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### **Certification**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**NAME OF DONEE APPLICANT:**

**NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:**

**SIGNATURE**

**DATE:**

## Appendix - C

### NON-COMBAT-TYPE AIRCRAFT CONDITIONAL TRANSFER DOCUMENT

KNOW ALL MEN BY THESE PRESENTS: That the United States of America (hereinafter called the General Services Administration (GSA)) acting by and through the State of \_\_\_\_\_, State Agency for Surplus Property (hereinafter called the SASP), pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, for and in consideration of and in reliance upon the representations of \_\_\_\_\_ whose address is \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the Donee) that the Property hereinafter described is required in the furtherance of the Donee's program and that such Property will be used solely in connection with such programs and more specifically for all the following purpose(s):

in accordance with the proposed program and plan as set forth in the Donee's "Letter of Intent"

dated \_\_\_\_\_, as amended \_\_\_\_\_, which Expression of Interest is hereby incorporated herein and made a part thereof, and for no other purpose, does hereby deliver, sell, assign, and transfer all of its rights, title, and interest in and to the following described non-combat-type aircraft, aircraft engines, and propellers,

together with all engines, appurtenances, and accessories attached thereto or installed therein (all of which are hereinafter referred to as the Property), which has been determined by GSA to have a fair market value of \$\_\_\_\_\_, unto the Donee to have and to hold the Property, all singular forever, this donation being made on an "as is, where is" basis without warranty of any kind, and delivery made at present location of the Property regardless of where the same may be situated or the condition thereof.

SUBJECT, HOWEVER, to the following conditions and restrictions:

1. The Donee agrees to apply to the Federal Aviation Administration (FAA) for registration of the Property which is intended for flight purposes within 30 days of the receipt of a fully executed copy of this instrument. The Donee's application for registration shall include a fully executed copy of this instrument.
2. The Property shall be placed in use for the purpose stated above no later than 12 months after acquisition thereof, and used for that same purpose for a 12-month period thereafter.
3. There shall be a further period of restriction beginning on the date the Property has been used for the period prescribed in (2), above. This additional period will expire after the Property has been used for the purpose stated for an additional period of 48

months. During this additional period of restriction, the Property shall be used only for the purpose(s) stated above.

4. In the event the Donee does not apply to the FAA for registration of the Property which is intended for flight operations (or other uses unless registration is waived by GSA) or in the event the aircraft is not placed in use within 12 months of receipt, and used for a 12 month period thereafter, within 30 days after the Property has ceased to be used, the Donee shall provide notice thereof in writing to the SASP, and at the Donee's expense, return such Property to the SASP or otherwise make the Property available for transfer, provided the Property is still usable as determined by the SASP or otherwise dispose of the Property, through the SASP, as may be directed by GSA.

5. In the event the Property is not so used or handled as required by (1), (2), (3), and (4), above, title and right to the possession of the Property shall at the option of GSA revert to the United States Government. Upon demand the Donee shall, as directed by GSA through the SASP, release the Property to such person or agency as may be designated, sell the Property, or otherwise dispose of the Property. Any sale shall be for the benefit and account of the United States Government.

6. During the periods of restriction prescribed in (2) and (3), above, the Donee shall make reports to the SASP on the use, condition, and location of the Property and on other pertinent matters as may be required from time to time by the SASP or GSA.

7. At the expiration of the period of restriction prescribed in (3), above, a release document shall be executed by the State Agency for Surplus Property and forwarded to the Donee.

8. During the periods of restriction prescribed in (2) and (3), above, the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of the Property, or remove it permanently for use outside the State, without the prior written approval of GSA. The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the Property during the period of restriction set forth in (2) and (3), above, when such action is authorized by GSA, shall be for the benefit and account of the United States Government.

9. In the event, during the periods of restriction prescribed in (2) and (3), above, the Property is sold, traded, leased, loaned, bailed, encumbered, or otherwise disposed of without prior written approval of GSA, the Donee, at the option of GSA, shall be liable for the proceeds of the disposal, the fair market value, or the fair rental value of the Property at the time of such unauthorized transaction or use, as determined by GSA.

10. If at any time, from the date the Donee receives the Property through the periods of restriction prescribed in (2) and (3), above, the Property is no longer suitable, usable, or further needed by the Donee for the purpose for which acquired, the Donee shall promptly notify the SASP and shall as directed by GSA through the SASP:

- (a) Release the Property to another donee or State agency;
- (b) Release the Property to a department or agency of the United States;
- (c) Release the Property to such other institution or agency as may be determined to have need therefore;
- (d) Sell the Property for the benefit and account of the United States of America with the proceeds remitted promptly from the Donee to GSA;
- (e) Render the Property completely unfit and useless for any purpose except for the recovery of its basic material content, the same to be performed in a manner satisfactory to GSA and the material content to be disposed of in accordance with instructions of GSA; or
- (f) Otherwise dispose of the Property as directed by GSA.

11. At the option of GSA, the Donee may obtain abrogation of the terms and conditions set forth in (3) and (6) through (10), above, by payment of an amount determined by GSA.

GSA may waive any or may terminate all of the terms and conditions set forth in (3) and (6) through (10), above, and give unrestricted title to the Property in favor of the Donee whenever such action is determined in writing by GSA to be appropriate.

13. The Donee agrees to hold harmless and indemnify the Government for any and all costs, judgment, action, debt, liability costs and attorney's fees or any other request for monies of any type of relief arising from or incident to the transfer, donation, use processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of the item, material or substance, whether intentional or accidental.

IN WITNESS WHEREOF, the Donor and the Donee have duly executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

United States of America Acting by  
and through the \_\_\_\_\_  
State Agency for Surplus Property

By \_\_\_\_\_  
Title \_\_\_\_\_

DONEE:

By \_\_\_\_\_  
Title \_\_\_\_\_  
Institution or Organization  
\_\_\_\_\_

CITY of \_\_\_\_\_)  
COUNTY of \_\_\_\_\_)  
STATE of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me appeared

\_\_\_\_\_,  
to me personally known, who, being by me duly sworn, says that she/he is the person who executed the foregoing instrument and that such instrument was executed under duly delegated authority on behalf of the State Agency for Surplus Property, and acknowledged the foregoing instrument to be the free act and deed of the State of \_\_\_\_\_.

Given under my hand and official seal the day and year above written.

\_\_\_\_\_  
Notary Public in and for the  
CITY of \_\_\_\_\_  
COUNTY of \_\_\_\_\_  
STATE of \_\_\_\_\_

(SEAL)

My Commission Expires: \_\_\_\_\_

CITY of \_\_\_\_\_)

COUNTY of \_\_\_\_\_)  
STATE of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared  
\_\_\_\_\_, to me personally known, who, being by me

duly sworn, says that she/he is the person who executed the foregoing instrument on behalf of said \_\_\_\_\_, and acknowledges to me

that she/he was duly authorized to execute the foregoing instrument and that she/he executed the same as a free act and deed of said

\_\_\_\_\_.

Given under my hand and official seal of the day and year above written.

\_\_\_\_\_  
Notary Public in and for the

CITY of \_\_\_\_\_  
COUNTY of \_\_\_\_\_  
STATE of \_\_\_\_\_

(SEAL)

My Commission Expires: \_\_\_\_\_

## Appendix - C

### COMBAT-TYPE AIRCRAFT CONDITIONAL TRANSFER DOCUMENT

KNOW ALL MEN BY THESE PRESENTS: That the United States of America (hereinafter called the General Services Administration (GSA)) acting by and through the State of \_\_\_\_\_

\_\_\_\_\_, State Agency for Surplus Property (hereinafter called the SASP), pursuant the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, for and in consideration of and in reliance upon the representations of \_\_\_\_\_ whose address is

\_\_\_\_\_ (hereinafter called the Donee) that the Property hereafter described is required in the furtherance of the Donee's program and that such Property will be used solely in connection with such programs and more specifically for all the following purpose(s):

in accordance with the proposed program and plan as set forth in the Donee's "letter of Intent" dated \_\_\_\_\_, as amended \_\_\_\_\_, which Expression of Interest is hereby incorporated herein and made a part thereof, and for no other purpose, does hereby deliver, sell, assign, and transfer all of its rights, title, and interest in and to the following described combat-type aircraft, aircraft engines, and propellers,

together with all engines, appurtenances, and accessories attached thereto or installed therein (all of which are hereinafter referred to as the Property), which has been determined by GSA to have a fair market value of \$\_\_\_\_\_, unto the Donee to have and to hold the Property, all singular forever, this donation being made on an "as is, where is" basis without warranty of any kind, and delivery made at present location of the Property regardless of where the same may be situated or the condition thereof:

SUBJECT, HOWEVER, to the following conditions and restrictions:

1. The Donee agrees that the aircraft shall not be used for flight purposes.
2. The Property shall be placed in use by the Donee for the purpose stated above no later than 12 months after acquisition thereof and shall be used thereafter for such purpose in perpetuity.
3. In the event the aircraft is not placed in use by the donee within 12 months of receipt and used thereafter in perpetuity, within 30 days after the Property has ceased to be used, the Donee shall provide notice thereof in writing to the SASP, and at the Donee's expense, return such Property to the SASP or otherwise make the Property available for transfer, provided the Property is still usable as determined by the SASP or otherwise dispose of the Property through the SASP, as may be directed by GSA.

4. In the event the Property is not so used or handled as required by (1), (2), and (3), above, title and right to the possession of the Property shall at the option of GSA revert to the United States Government. Upon demand the Donee shall, as directed by GSA through the SASP, release the Property to such person or agency as may be designated, sell the Property with the proceeds remitted promptly by the Donee to GSA, or otherwise dispose of the Property. Any sale shall be for the benefit and account of the United States Government.

5. During the period of restriction prescribed in (2) and (3), above, the Donee shall make reports to the SASP on the use, condition, and location of the Property and on other pertinent matters as may be required from time to time by the SASP or GSA.

6. During the periods of restriction prescribed in (2) and (3) above, the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of the Property, or remove it permanently for use outside the State, without the prior written approval of GSA. The proceeds from any sale, trade, lease, loan, bailment, encumbrance, cannibalization, or other disposal of the Property during the periods of restriction set forth in (2) and (3), above, when such action is authorized by GSA, shall be for the benefit and account of the United States Government.

7. If at any time, from the date the Donee receives the Property through the periods of restriction prescribed in (2) and (3), above, the Property is no longer suitable, usable, or further needed by the Donee for the purpose for which acquired, the Donee shall promptly notify the SASP and shall as directed by GSA through the SASP:

(a) Release the Property to another donee or State agency;

(b) Release the Property to a department or agency of the United States;

(c) Release the Property to such other institution or agency as may be determined to have need therefore;

(d) Sell the Property for the benefit and account of the United States of America with the proceeds remitted promptly from the Donee to GSA;

(e) Render the Property completely unfit and useless for any purpose except for the recovery of its basic material content, the same to be performed in a manner satisfactory to GSA and the material content to be disposed of in accordance with instructions of GSA; or

(f) Otherwise dispose of the Property as directed by GSA.

8. In the event, during the periods of restriction prescribed in (2) and (3), above, the Property is sold, traded, leased, loaned, bailed, encumbered, or otherwise disposed of without prior written approval of GSA, the Donee, at the option of GSA, shall be liable for the proceeds of the disposal, the fair market value, or the fair rental value of the

Property at the time of the unauthorized transaction or use, as determined by GSA.

9. In the event of a breach by the Donee, or its successor in function, of any of the above conditions, whether caused by the legal inability of the Donee or its successor in function, interest in and to the Property shall, at the option of GSA, forthwith revert to and become the property of the United States Government, and the Donee, or its successors or assigns, shall forfeit all of its or their rights, title, and interest in and to the Property.

10. The SASP shall not grant waivers, amendments, releases, or terminate any of the terms and conditions enumerated in (1) through (9), above, concerning the use or disposal of the Property, or issue disposal instructions to the Donee for the Property without the prior written concurrence of GSA or its successor in function.

11. The Donee agrees to hold harmless and indemnify the Government for any and all costs, judgment, action, debt, liability costs and attorney's fees or any other request for monies of any type of relief arising from or incident to the transfer, donation, use processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of the item, material or substance, whether intentional or accidental.

IN WITNESS WHEREOF, the Donor and Donee have duly executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

United States of America Acting by  
and through the \_\_\_\_\_  
State Agency for Surplus Property

By \_\_\_\_\_  
Title \_\_\_\_\_

DONEE:

By \_\_\_\_\_  
Title \_\_\_\_\_  
Institution or Organization  
\_\_\_\_\_

CITY of \_\_\_\_\_)  
COUNTY of \_\_\_\_\_)  
STATE of \_\_\_\_\_)

On this day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_,  
to me personally known, who, being by me duly sworn, says that she/he is the person  
who executed the foregoing instrument and that such instrument was executed under  
duly delegated authority on behalf of the \_\_\_\_\_ State Agency for Surplus  
Property, and acknowledged the foregoing instrument to be the free act and deed of the

State of \_\_\_\_\_.

Given under my hand and official seal the day and year above written.

\_\_\_\_\_  
Notary Public in and for the  
CITY of \_\_\_\_\_  
COUNTY of \_\_\_\_\_  
STATE of \_\_\_\_\_

(SEAL)

My Commission Expires: \_\_\_\_\_

CITY of \_\_\_\_\_)  
STATE of \_\_\_\_\_)  
COUNTY of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that she/he is the person who executed the foregoing instrument on behalf of said \_\_\_\_\_, and acknowledged to me that she/he was duly authorized to execute the foregoing instrument and that she/he executed the same as a free act and deed of said \_\_\_\_\_.

Given under my hand and official seal the day and year above written.

\_\_\_\_\_  
Notary Public in and for the  
CITY of \_\_\_\_\_  
COUNTY of \_\_\_\_\_  
STATE of \_\_\_\_\_

(SEAL)

My Commission Expires: \_\_\_\_\_

## Appendix - C

### VESSEL CONDITIONAL TRANSFER DOCUMENT

KNOW ALL MEN BY THESE PRESENTS: That the United States of America (hereinafter called the General Services Administration (GSA)) acting by and through the State of \_\_\_\_\_, State Agency for Surplus Property (hereinafter called the SASP), pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, for and in consideration of and in reliance upon the representations of \_\_\_\_\_, whose address is

\_\_\_\_\_ (hereafter called the Donee) that the Property hereinafter described is required in the furtherance of the Donee's program and that such Property will be used solely in connection with such programs and more specifically for all the following purpose(s):

in accordance with the proposed program and plan as set forth in the Donee's "Letter of Intent" dated \_\_\_\_\_, as amended \_\_\_\_\_, which Expression of Interest is hereby incorporated herein and made a part thereof, and for no other purpose, does hereby deliver, sell, assign, and transfer all rights, title, and interest in and to the following described vessel:

together with all engines, appurtenances, and accessories attached thereto or installed therein (all of which are hereinafter referred to as the Property), which has been determined by GSA to have a fair market value of \$\_\_\_\_\_, unto the Donee to have and to hold the said Property, all and singular forever, this donation being made on an "as is, where is" basis without warranty of any kind and delivery is made at the present location of the Property regardless of where the same may be situated or the condition thereof:

SUBJECT, HOWEVER, to the following conditions and restrictions:

1. The Donee agrees to obtain documentation of the vessel under the applicable laws of the United States and regulations promulgated thereunder and the applicable laws of the several States governing the documentation of said Property and at all times to maintain such documentation. Upon written request and sufficient evidence to justify such action, GSA may waive the requirement for documentation in the case of donated vessels which are to be permanently moored on land and never to be used again on the waterways.

2. The Donee agrees to record this Vessel Conditional Transfer Document with the Coast Guard Documentation Officer at the port of documentation of the Property within 30 days after the receipt of the fully executed Vessel Conditional Transfer Document. If documentation is waived under (1), above, the requirement for registration may also be waived.

3. The Property shall be placed in use for the purpose stated above no later than 12 months after acquisition thereof and used for that same purpose for a 12-month period thereafter.

4. There shall be a further period of restriction beginning on the date the Property has been used for the period prescribed in (3), above. This period will expire after the Property has been used for the purpose stated above for an additional period of 48 months. During this additional period of restriction, the Property shall be used only for the purpose(s) stated above.

5. In the event the Donee does not record this Vessel Conditional Transfer Document with the Coast Guard Documentation Officer at the port of documentation of the Property within 30 days after the date of receipt of the fully executed Vessel Conditional Transfer Document, or in the event the Property is not placed in use within 12 months of receipt and used for a 12-month period thereafter, the Donee shall within 30 days after the date on which the instrument should have been recorded, or within 30 days after the Property has ceased to be used, provide notice thereof in writing to the SASP, and at the Donee's expense, return such Property to the SASP or otherwise make the Property available for transfer, provided the Property is still usable as determined by the SASP, or otherwise dispose of the Property, through the SASP, as may be directed by GSA.

6. In the event the Property is not so used or handled as required by (1), (2), (3), (4), and (5), above, title and right to the possession of the Property shall, at the option of GSA, revert to the United States Government. Upon demand the Donee shall, as directed by GSA through the SASP, release the Property to such person or agency as may be designated, sell the Property, or otherwise dispose of the Property. Any sale shall be for the benefit and account of the United States Government.

7. During the periods of restrictions prescribed in (3) and (4), above, the Donee shall make reports to the SASP on the use, condition, and location of the Property and on other pertinent matters as may be required from time to time by the SASP or GSA.

8. During the periods of restriction prescribed in (3) and (4), above, the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of the Property, or remove it permanently for use outside the State, without the prior written approval of GSA. The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the Property during the period of restriction set forth in (3) and (4), above, when such action is authorized in writing by GSA, shall be for the account of the United States Government.

9. In the event, during the periods of restriction prescribed in (3) and (4), above, the Property is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of without prior written approval of GSA, or is used for a purpose other than the purpose(s) stated, the Donee, at the option of GSA, shall be liable for the proceeds of the disposal, the fair market value, or the fair rental value of the Property at the time of such unauthorized transaction or use, as determined by GSA.

10. If at any time, from the date the Donee receives the Property through the periods of restriction prescribed in (3) and (4), above, the Property is no longer suitable, usable, or required by the Donee for the purpose for which required, the Donee shall promptly notify the SASP, and shall, as directed by GSA through the SASP, return the Property to the SASP, transfer the Property to another Donee or another State agency or to a department or agency of the United States, sell the Property for the account and benefit of the United States with the proceeds remitted promptly to GSA from the Donee, or otherwise dispose of the Property as directed by GSA.

11. At the option of GSA, the Donee may obtain abrogation of the terms and conditions set forth in (4) and (6) through (10), above, by payment of an amount determined by and with the written concurrence of GSA.

12. GSA may waive any or may terminate all of the terms and conditions set forth in (4) and (6) through (10), above, and give unrestricted title to the Property in favor of the Donee whenever such action is determined in writing by GSA to be appropriate.

13. The Donee agrees to hold harmless and indemnify the Government for any and all costs, judgment, action, debt, liability costs and attorney's fees or any other request for monies of any type of relief arising from or incident to the transfer, donation, use processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of the item, material or substance, whether intentional or accidental.

IN WITNESS WHEREOF, the Donor and Donee have duly executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

United States of America, Acting  
by and through the \_\_\_\_\_  
State Agency for Surplus Property

By \_\_\_\_\_  
Title \_\_\_\_\_

DONEE:

By \_\_\_\_\_  
Title \_\_\_\_\_  
Institution or Organization  
\_\_\_\_\_

CITY of \_\_\_\_\_  
COUNTY of \_\_\_\_\_

STATE of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that she/he is the person who executed the foregoing instrument and that such instrument was executed under duly delegated authority on behalf of the State Agency for Surplus Property, and acknowledged the foregoing instrument to be the free act and deed of the State of \_\_\_\_\_.

Given under my hand and official seal the day and year above written.

\_\_\_\_\_  
Notary Public in and for the  
CITY of \_\_\_\_\_  
COUNTY of \_\_\_\_\_  
STATE of \_\_\_\_\_

(SEAL)

My Commission Expires: \_\_\_\_\_

CITY of \_\_\_\_\_)  
STATE of \_\_\_\_\_)  
COUNTY of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that she/he is the person who executed the foregoing instrument on behalf of the \_\_\_\_\_ and acknowledged to me that she/he was duly authorized to execute the foregoing instrument and that she/he executed the same as a free act and deed of said \_\_\_\_\_.

Given under my hand and official seal the day and year above written.

\_\_\_\_\_  
Notary Public in and for the  
CITY of \_\_\_\_\_  
COUNTY of \_\_\_\_\_  
STATE of \_\_\_\_\_

(SEAL)

My Commission Expires: \_\_\_\_\_

**Appendix - C**

Invoice



**STATE OF TENNESSEE**  
**DEPARTMENT OF GENERAL SERVICES**  
**DIVISION OF WAREHOUSING AND DISTRIBUTION**  
**SURPLUS PROPERTY OPERATIONS**  
 6500 CENTENNIAL BOULEVARD  
 NASHVILLE, TN 37243-0543  
 VOICE: 615-350-3373 FACSIMILE: 615-350-3379

**PROPERTY ISSUE SHEET - FEDERAL SURPLUS PROPERTY**

<b>ORGANIZATION:</b>	09540 - HUMPHREYS COUNTY SOIL	<b>ISSUED BY:</b>	JOEL HARRIS
<b>ADDRESS:</b>	234 WEST BLUE CREEK ROAD	<b>DATE</b>	04/23/2014
	WAVERLY, TN 37185	<b>REFERENCE:</b>	4056
<b>REPRESENTATIVE:</b>	ODELL POYNER		

METHOD OF PAYMENT				
<b>PURCHASE ORDER NUMBER:</b>		<b>CREDIT CARD: YES/NO</b>		<b>CHECK NUMBER:</b>
INVENTORY NUMBER	ITEM DESCRIPTION	ORIGINAL ACQUISITION COST	SF123 NUMBER	SERVICE CHARGE
47-014-0726-22-00	TRACTOR	\$2,569.00	47-014-0726-22	\$100.00
<b>Total:</b>				<b>\$100.00</b>

PROPERTY ISSUED IS SUBJECT TO THE FEDERAL TERMS AND CONDITIONS ON THE ATTACHED SHEET. FEDERAL SURPLUS PROPERTY ACQUIRED MUST BE RETAINED BY YOUR AGENCY FOR THE APPROPRIATE RESTRICTION PERIOD. TITLE TO THIS PROPERTY SHALL NOT PASS UNTIL THE RESTRICTION PERIOD EXPIRES. PROPERTY MUST BE PLACED INTO USE WITHIN ONE YEAR AFTER ACQUISITION. UTILIZATION AND COMPLIANCE REPORTS MAY BE REQUIRED. CANNIBILIZATION OF ITEMS REQUIRES PRIOR APPROVAL FROM WAREHOUSING AND DISTRIBUTION.

BEING THE DULY AUTHORIZED AGENT OF THE DONOR AGENCY DESCRIBED ABOVE, I ACCEPT THE PROPERTY LISTED HERE ON AN AS-IS WHERE-IS BASIS. THE PROPERTY IS WARRANTED AS TO DESCRIPTION ONLY. THERE IS NO WARRANTY AS TO USEFULNESS, SIZE, WEIGHT OR CONDITION. I COMMIT THIS AGENCY TO PROMPT PAYMENT OF ANY AMOUNTS OWED TO THE STATE OF TENNESSEE. IF PRE-PAYMENT IS REQUIRED BY THE STATE OF TENNESSEE I WILL FURNISH FULL PAYMENT TO WAREHOUSING AND DISTRIBUTION BY AN APPROVED METHOD PRIOR TO RECEIPT OF THE PROPERTY LISTED ABOVE. I CERTIFY THAT THE PROPERTY RECEIVED WILL BE USED SOLELY FOR THE BENEFIT OF THE ABOVE AGENCY.

**SIGNATURE OF REPRESENTATIVE:** \_\_\_\_\_  
**PRINTED NAME AND TITLE:** \_\_\_\_\_  
**DATE REMOVED:** \_\_\_\_\_

## Appendix – C

### A. THE DONEE CERTIFIES THAT:

1. It is a public agency, or a nonprofit educational or public health institution or organization, exempt from taxation under section 501 of the Internal Revenue Code of 1954; or the meaning of section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the Administrator of General Services.
2. If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes; if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes including research for that purpose. The property is not being acquired for any other use or purpose, or for sale or other distribution or for permanent use outside the State, except with prior approval of the State Agency.
3. Funds are available to pay all costs and charges incident to donation.
4. This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, section 122 of title 40, United States Code, section 504 of the Rehabilitation Act of 1973, as amended, title IX of the Education Amendments of 1972, as amended, and section 504 of the Age Discrimination Act of 1975.
5. It or its representatives are not currently debarred, suspended, declared ineligible or otherwise excluded from receiving federal property.

### B. THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

1. All items of property shall be placed in use for the purposes for which acquired within one year of receipt and shall be continued in use for such purposes for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the Donee shall immediately notify the State Agency, and at the Donee's expense, return such property to the State Agency or otherwise make the property available for transfer or other disposal by the State Agency, provided the property is still usable as determined by the State Agency.
2. Such special handling or use limitations as are imposed by General Services Administration (GSA) or any item(s) of property listed hereon and so indicated on the distribution document.
3. In the event the property is not so used or handled as required by (B) (1) and (2), title and right to the possession of such property shall at the Option of GSA revert to the United States of America and upon demand the Donee shall release such property to such persons as GSA or its designee shall direct.

### C. THE DONEE AGREES TO THE FOLLOWING CONDITIONS AND RESTRICTIONS IMPOSED BY THE STATE AGENCY APPLICABLE TO PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST AND ITEMS WITH A UNIT ACQUISITION COST OF \$5,000 OR MORE, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT WHICH ARE COVERED UNDER (F) BELOW:

1. The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).
2. There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use, except for such item of major equipment, listed hereon, on which the State Agency designates a further period of restriction and so indicates on the distribution document.
3. In the event the property is not so used as required by (C) (1) and (2) and Federal restrictions (B) (1) and (2) have expired then title and right to the possession of such property shall at the option of the State Agency revert to the State Agency and the Donee shall release such property to such person as the State Agency shall direct.

### D. THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS AND RESTRICTIONS:

1. From the date it receives the property listed hereon and through the period(s) of time the conditions imposed by (B) and (C) above remain in effect, the Donee shall not sell, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property or remove it permanently, for use outside the State, without the prior approval of GSA under (B) State Agency under (C). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when such action is authorized by GSA or by the State Agency, shall be remitted promptly by the Donee to GSA or the State Agency, as the case may be.
2. In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the Donee from the date it receives property through the period(s) of time the conditions imposed by (B) and (C) remain in effect without the prior approval of GSA or the State Agency, the Donee, at the option of GSA or the State Agency, shall pay to GSA or the State Agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property time of such disposal, as determined by GSA or the State Agency.
3. If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (B) and (C) remain in effect, any of the property listed hereon is longer suitable, usable, or further needed by the Donee for the purpose(s) for which acquired, the Donee shall promptly notify the State Agency, and shall, as directed by the State Agency, return the property to the State Agency, release the property to another Donee or another State Agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the Donee to the State Agency.
4. The Donee shall make reports to the State Agency on the use, condition, and location of the property listed hereon and on other pertinent matters as may be required from time to time by the State Agency.
5. At the option of the State Agency, the Donee may abrogate the conditions and restrictions set forth in (C) and the terms, reservations pertinent thereto in (C) by payment of an amount as determined by the State Agency.

### E. THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:

1. The property acquired by the Donee is on an "as is, where is" basis without warranty of any kind, and it will hold the Government harmless from any and all debts, liabilities, judgments, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.
2. Where a Donee carries insurance against damage to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restriction occurs, the State Agency will be entitled to reimbursement from the Donee out of the insurance proceeds of an amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.

### F. TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT WITH A UNIT ACQUISITION COST OF \$5,000 OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED:

1. The donation shall be subject to the terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document executed by the authorized Donee representative.

### G. THE DONEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS IMPOSED BY THE STATE AGENCY APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST LESS THAN \$5,000:

1. The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).
2. There shall be period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 12 months from the date the property is placed in use except for special items with extensive use potential on which the State Agency designates an additional 6 months period of restriction and so indicates on the distribution document.
3. In the event the property is not so used as required by (G) (1) and (2) and the Federal restrictions (B) (1) and (2) have expired then title and right to the property shall at the option of the State Agency revert to the State Agency and the Donee shall release such property to such persons as the State Agency shall direct.

## Appendix - C

### Allocation of Property Release



STATE OF TENNESSEE  
DEPARTMENT OF GENERAL SERVICES

BILL HASLAM  
GOVERNOR

ROBERT E. OGLESBY, AIA  
COMMISSIONER

#### MEMORANDUM

**TO: Defense Logistics Agency DLA DS Knox  
Andre Harmon / Steven Link**

FROM: ELBERT BAKER, TENNESSEE SASP

DATE: June 9, 2014

SUBJECT: PROPERTY PICKUP BY AUTHORIZED REPRESENTATIVE

**Scottie Fillers of University of Tennessee Camp** is authorized to arrange for the removal of the below mentioned property allocated to the Tennessee State Agency for Surplus Property by GSA.

The property to be removed consists of **(1) TRUCK, CARGO ICN# W81K7041070003**. Documentation for the allocation of this property is contained in the SF123 transfer order. A copy of the GSA approved SF123 transfer order is attached.

If there are any questions regarding this release you are encouraged to contact our office at (615) 350-3373 between 8:00 AM and 4:30 PM Central Time.

#### WAREHOUSING AND DISTRIBUTION

6500 CENTENNIAL BOULEVARD • NASHVILLE, TENNESSEE 37243  
(615) 350-3373 • [WWW.TN.GOV/GENERALSERV/](http://WWW.TN.GOV/GENERALSERV/)

**Appendix - C**

**In-Use Form**



No. \_\_\_\_\_  
 County: Statewide

STATE OF TENNESSEE  
**DEPARTMENT OF GENERAL SERVICES**  
 Division of Warehousing & Distribution  
 6500 Centennial Boulevard, Nashville, Tennessee, 37243-0543  
 Phone 615-350-3373 Fax 615-350-3379

**To: Donee**  
**Donee Address**

**Date:**

**Attn: Donee Representative**

PROPERTY DESCRIPTION				INVENTORY NO.	
RESTRICTION PERIOD	INVOICE NO.	DATE ACQUIRED	ACQUISITION COST	FEE	
			\$	\$	

**SPECIAL RESTRICTIONS:**

1. This item is subject to the terms, conditions, reservations, and restrictions on the invoice which you (or your representative) have signed.
2. This item must be placed into use within one year of the date acquired. During the period of restriction (**18 months from date item is placed into use**), this property must not be sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of or removed from the State of Tennessee without prior written approval from the Property Utilization Division. The item is subject to inspection by a representative of this Division.
3. When this item is actually placed into use, complete the certification below and return the **original** copy of this form to us. Retain a copy for your files.

\_\_\_\_\_  
 Signature  
 Agency Representative

**CERTIFICATE OF USE**

1. Date placed into use: \_\_\_\_\_
2. Location of item: \_\_\_\_\_
3. List item's primary use: \_\_\_\_\_

To be completed by the  
 Donee when actual use of  
 The item commences.

I certify that I am aware of the restrictions placed on this property.

Date: \_\_\_\_\_

\_\_\_\_\_  
 (Signature of Legal Representative of Organization)

Return **original** (when item is actually placed into use) to: Department of General Services  
 Division of Warehousing & Distribution  
 6500 Centennial Boulevard  
 Nashville, Tennessee 37243-0543

Retain a copy for your files

GS-0756 (Rev. 2-99)

## Appendix - C

### Utilization Questionnaire



#### TN / STATE AGENCY FOR SURPLUS PROPERTY Utilization Questionnaire

Donee Contact	JAY MUNCY
Authorized Representative	Multiple
Donee Account Number / Account Name	37757-0435 - CAMPBELL COUNTY GOVERNMEI
Asset Number	47-013-0021-47-001
Serial Number	
Description	MISCELLANEOUS PROPERTY
Invoice	982
Invoice Date	03/19/2013
Date Email Sent To Donee	09/22/2014
Original Government Acquisition Cost	\$20,589.00
Handling Fee	\$600.00

In compliance with the Federal and State conditions and restrictions, property must be placed in use for the purpose for which acquired within one year of receipt. The property must be used for the expressed purposes for the Federal restriction period. If it is not placed in use within the one year period and utilized for the expressed purpose for the specified period of restriction, the property is to be returned to our Agency "at the Donee's Expense." The property must not be sold, traded, leased, bailed, collateralized, encumbered, removed for permanent use outside the State, or otherwise disposed of during the specified period of restriction without the prior approval of the General Services Administration or our Agency. The period of restriction shall begin on the date the property is actually placed into use.

**CERTIFICATION OF USE FORM TO BE COMPLETED AND RETURNED TO OUR AGENCY BY FAX, EMAIL OR MAIL WHEN ABOVE PROPERTY IS PLACED IN USE; RETURN ADDRESSES AT BOTTOM OF THIS PAGE**

UTILIZATION QUESTIONNAIRE FOR DONEE USE	
Compliance Property Described Above is currently In-Use? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
Property is being used for what purpose? (describe) <u>General Use</u>	
Property was placed into use (date) <u>08/20/2013</u> (location) <u>136 W. MASS AVE. LAFOLLETTE TN 37766</u>	
and will continue to be used during the specified period of restriction. In the event it ceases to be used during the specified period of restriction, the State Agency shall be so advised.	
If Not in Use Give Reason _____	
Donee Signature: <u>[Signature]</u> Print Name: <u>JAY MUNCY</u>	Date: <u>10/20/2014</u>
Title: <u>Director</u>	

FOR FEDERAL SURPLUS STATE USE ONLY			
By Mail <input type="checkbox"/>	Site Visit <input type="checkbox"/>	Virtual <input type="checkbox"/>	Comments _____
Staff Signature: _____ Print Name: _____ Date: _____			

FOR USE DURING SUBSEQUENT SITE VISIT OR VIRTUAL COMPLIANCE CHECK		
Compliance Property Described Above is still In-Use? YES <input type="checkbox"/> NO <input type="checkbox"/>	Comments _____	
Donee Signature: _____	Print Name: _____	Date: _____
Title: _____		

6500 Centennial Blvd., Nashville, TN 37243 Main Phone: (615) 350-3375 Fax Number: (615) 350-3379

Appendix - C

Compliance and Utilization Form

DEPARTMENT OF GENERAL SERVICES
Division of Warehousing & Distribution
6500 CENTENNIAL BOULEVARD
NASHVILLE, TN 37243-0543



COMPLIANCE AND UTILIZATION REVIEW
SF-123 #:

COUNTY:

DATE:

Donee
Donee Address

ATTN: Donee Representative

This form must be completed by your organization in compliance with Federal regulations and program review procedures governing Federal surplus property. Completion of the form is in lieu of an on-site physical inspection by a member of the Property Utilization staff and serves as your certification that the property is being utilized and will continue to be utilized until the end of the restriction period. THIS WRITTEN REVIEW DOES NOT TERMINATE THE RESTRICTION PERIOD, NOR DOES IT PRECLUDE AN ON-SITE PHYSICAL VERIFICATION.

Please return form within 15 days of the form date. Attach photograph if possible. You may direct any questions to Agency Representative e-mail address or at the phone number listed above.

DESCRIPTION OF PROPERTY:
INVENTORY NO: INVOICE NO: DATE ACQUIRED:
RESTRICTION PERIOD: DATE PUT INTO USE OR CANNIBALIZED:
WHAT IS THE LOCATION OF THE PROPERTY? (BE SPECIFIC: ADDRESS AND DIRECTIONS)
WHAT IS ITS PRESENT FUNCTION OR USE?
WHO IS THE CUSTODIAN OF THE PROPERTY?
IF CANNIBALIZATION WAS COMPLETED WHAT IS THE USE OF THE CANNIBALIZED PARTS?
HAS THE RESIDUE OF THE CANNIBALIZED EQUIPMENT BEEN DISPOSED OF? IF SO, HOW?

The undersigned certifies that the property is being utilized as stated above and that the property will remain in the agency's possession and continue to be utilized through the compliance period.

SIGNATURE OF LEGAL REPRESENTATIVE OF ORGANIZATION DATE:

PRINTED NAME OF ABOVE

GS-0973 (Rev. 4/00)

Appendix - C

Certificate of Cannibalization



No. \_\_\_\_\_  
County \_\_\_\_\_

STATE OF TENNESSEE  
DEPARTMENT OF GENERAL SERVICES  
Division of Warehousing & Distribution  
6500 Centennial Boulevard, Nashville, Tennessee, 37243-0543  
Phone 615-350-3373 Fax 615-350-3379

To: Donee  
Donee Address

Date:

Attn: Donee Representative

Your organization has obtained the item of Federal surplus property listed below for the purpose of cannibalization. Cannibalization is the disassembly of an item for the purpose of using the parts, components, or assemblies thereof for a purpose other than that for which the complete item was originally manufactured or the removal of serviceable parts, components, or assemblies from one item of equipment for installation on another item of equipment to serve the same basic function.

When cannibalization has been accomplished, complete the certification below and return one copy of this form to us. Retain one copy for your files. Cannibalization authority does not alter the certifications or other restrictions on the property obtained. The property must still be placed into use within twelve (12) months and used for an additional twelve (12) or eighteen (18) months if the original acquisition cost was more than \$5,000. Any residue (remaining components) with an estimated fair market value of over \$5000 must be reported to this agency. Upon receipt of this report, this agency will determine the final disposition of the residue. If an item is being used without cannibalization, you must notify this agency to that effect.

\_\_\_\_\_  
Signature  
Director, Division of Warehousing & Distribution

**CERTIFICATE OF CANNIBALIZATION**

PROPERTY DESCRIPTION				APPLICATION NUMBER(S)
CONDITION CODE	INVOICE DATE	INVOICE NO.	ACQUISITION COST	FEE

Remaining components with an estimated fair market value of \$5000 or more:

ITEM DESCRIPTION	ESTIMATED FAIR MARKET VALUE
_____	_____
_____	_____

I certify that cannibalization has been accomplished on the item of Federal surplus property listed, and I fully understand the restrictions on remaining components with an estimated fair market value of \$5000 or more.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Donee Representative)

Return original to address above, retain copy for your files.

GS-0352 (Rev. 7/91)

## Appendix - C

### SF-123 Transfer Order

<b>TRANSFER ORDER SURPLUS PERSONAL PROPERTY</b>		1. ORDER NUMBER(S) a. _____ b. _____		FORM APPROVED OMB NUMBER <b>3090-0014</b> Expires: 9/30/2012		PAGE _____ OF _____ PAGES	
2. TYPE OF ORDER <input type="checkbox"/> STATE AGENCY <input type="checkbox"/> DOD(SEA) <input type="checkbox"/> FAA		3. SURPLUS RELEASE DATE	4. SET ASIDE DATE	5. <input type="checkbox"/> NON- REPORTABLE <input type="checkbox"/> REPORTABLE		6. TOTAL ACQUISITION COST	
7. TO <b>GENERAL SERVICES ADMINISTRATION*</b>				8. LOCATION TO PROPERTY			
9. HOLDING AGENCY (Name and address)*				<b>10. FOR GSA USE ONLY</b>			
				SOURCE CODE <input type="checkbox"/>		STATE <input type="checkbox"/>	
						CITY <input type="checkbox"/>	
						TYPE OF DONATION <input type="checkbox"/>	
						ADJUSTED ALLOCATION CODE <input type="checkbox"/>	
11. PICKUP OR SHIPPING INSTRUCTIONS*							
<b>12. SURPLUS PROPERTY LIST</b>							
LI NO. (a)	IDENTIFICATION NUMBER(S) (b)	DESCRIPTION (c)	DEMIL. CODE (d)	COND. CODE (e)	QUANTITY AND UNIT (f)	ACQUISITION COST	
						UNIT (g)	TOTAL (h)
13. TRANSFEREE ACTION		a. TRANSFEREE (Name and address of State Agency, SEA, or public airport)*		b. SIGNATURE AND TITLE OF STATE AGENCY OR DONEE REPRESENTATIVE		c. DATE	
Transferee certifies and agrees that transfers and donations are made in accordance with 41 CFR 101-44, and to do the terms, conditions, and assurances as specified on this document.				d. SIGNATURE OF HEAD OF THE SEA (School or National Headquarters)		e. DATE	
14. ADMINISTRATIVE ACTION		a. DETERMINING OFFICER (DOD OR FAA)*		b. SIGNATURE OF DETERMINING OFFICER		c. DATE	
I certify that the administrative actions pertinent to this order are in accordance with 41 CFR 101-44 and as specified on this document have been and are being taken.		d. GSA APPROVING OFFICER		e. SIGNATURE OF APPROVING OFFICER		f. DATE	
*Please include "ZIP codes" in all address blocks.				WHITE		STANDARD FORM 123 (Rev. 6-82) Prescribed by GSA FPMR (41 CFR) 101-44.110	
NSN 7540-00-965-2415							
Previous Editions not usable							

## Appendix - C

### SF-123 Surplus Transfer (Back page)

#### CERTIFICATIONS, AGREEMENTS, AND ASSURANCES

The transferee specified in block 13a on the obverse of this transfer order, in consideration of and for the purpose of obtaining any or all property for donation covered by such transfer order, recognizes and agrees that any such transfer will be made by the United States in reliance on the following certifications, agreements, and assurances:

1. OFFICIAL SIGNING IN BLOCK 13b AS REPRESENTATIVE OF: a. STATE AGENCY. (1) As a condition of the allocation of property listed in block 12, the State agency, for itself, and with respect to any such property to be distributed in an adjacent State, pursuant to an approved Inter State Distribution Agreement as agent for an authorized representative of the adjacent State, hereby certifies:

(a) It is the agency of the State designated under State law and as such has legal authority within the meaning of section 203(j) of the Federal Property and Administrative Services Act of 1949, 63 Stat. 386, as amended (hereinafter referred to as the Act), and the regulations of the General Services Administration to receive surplus property for distribution within the State to eligible donees within the meaning of the Act and regulations.

(b) The property listed on this document or attachments hereto is usable and needed by a public agency for one or more public purposes, such as conservation, economic development, education, parks and recreation, public health, public safety, and programs for older individuals, by an eligible nonprofit organization or institution which is exempt from taxation in the State under section 501 of the Internal Revenue Code of 1954 for the purpose of education or public health (including research for any such purpose), or by an eligible nonprofit tax-exempt activity for programs for older individuals.

(c) When the property is picked up by or shipped to a State agency, the State certifies that it has available adequate funds, facilities, and personnel to effect accountability, warehousing, proper maintenance, and distribution of the property.

(d) When the property is distributed by a State agency to a donee, or when delivery is made direct from a holding agency to a donee, that the donee who is acquiring the property is eligible within the meaning of the Act and the regulations of the General Services Administration, and that such property is usable and needed by the donee.

(2) With respect to donable property picked up by or shipped to a State agency, the State agency agrees to the following:

(a) The right to possession only is granted and the State agrees to make prompt statewide distribution of the same, on a fair and equitable basis, to donees eligible to acquire property under section 203(j) of the Act and regulations of the General Services Administration, after such eligible donees have properly executed the appropriate certifications and agreements established by the State agency and/or the General Services Administration.

(b) Title to such property shall remain in the United States of America although the State shall have taken possession thereof. Conditional title to the property shall pass to the eligible donee when it executes the certifications and appropriate agreements required by the State agency and has taken possession of the property.

(c) The State agency further agrees that it will pay promptly the cost of care, handling, and shipping incident to taking possession of such property and that during the time the title remains in the United States of America, it will be responsible, as a bailee for mutual benefit, for such property from the time it is released to the State agency or to the transportation agent designated by the State agency; and that in the event of any loss of or damage to any or all of the property, it will file such claim and/or institute and prosecute to conclusion such proceedings as may be necessary to recover for the account of the United States of America the fair value of any such property lost or damaged.

(d) No surplus property hereafter approved for transfer by the General Services Administration shall be retained by the State agency for use in performing its functions unless such property use is authorized by the General Services Administration in accordance with the provisions of a cooperative agreement entered into between the State agency and the General Services Administration.

(3) Where an applicant State agency is acting under an interstate distribution agreement approved by the General Services Administration as an agent and authorized representative of an adjacent State with which it shares a common boundary, the certifications and agreements required above shall also be made by the applicant State agency respecting the donees in such adjacent State to which distribution will be made and the property to be distributed in the adjacent State, and such certifications and agreements shall constitute the certifications and agreements to the adjacent State on whose behalf and as whose authorized representative the applicant State agency is acting.

b. SERVICE EDUCATIONAL ACTIVITY. Pursuant to section 203(j) of the Act and regulations promulgated thereunder, and a designation of

personal property listed in block 12 is requested. It is hereby certified that (1) the signer is appropriately authorized; (2) the property is usable and necessary to carry out the educational purposes of the transferee, is required for use to fill an existing need, and will be used for such purposes within 1 year after it is obtained; and (3) funds are available and will be paid, when requested, to cover cost of care and handling incident to the donation, including packing preparation for shipment, loading, and transporting such property.

c. PUBLIC AIRPORT. Pursuant to the Act and section 13(g) of the Surplus Property Act of 1944, 58 Stat. 770, as amended, and regulations promulgated thereunder, request is hereby made for the property listed in block 12. The transferee agrees that (1) funds are available to pay the costs of care and handling incident to donation, including packing, preparation for shipping, loading, and transporting such property; and (2) if such property is donated to the transferee it will (a) not be used, sold salvaged, or disposed of for other than airport purposes without the consent of the Federal Aviation Administration; (b) be kept in good repair; (c) be used for airport purposes; (d) be appropriately marked as Federal surplus property and will be made available for inspection upon request; and (e) at the option of the United States, revert to the United States in its then existing condition, if all the aforesaid conditions are not met, observed, or complied with.

d. STATE AGENCY SERVICE EDUCATIONAL ACTIVITY, PUBLIC AIRPORT OR DONEE.

(1) Assurance of Compliance, with GSA regulations, under Title VI of the Civil Rights Act of 1964, section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, section 504 of the Rehabilitation Act of 1973, as amended, Title XI of the Education Amendments of 1972, as amended, and section 303 of the Age Discrimination Act of 1975.

The transferee agrees that (a) the program, for or in connection with which any property covered by this transfer order is acquired by the transferee, will be conducted in compliance with, and the transferee will comply with and will require any other person (any legal entity), who through contractual or other arrangements with the transferee is authorized to provide services or benefits under said program, to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2 or 101.8) issued under the provisions of Title VI of the Civil Rights Act of 1964, section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, section 504 of the Rehabilitation Act of 1973, and amended, 303 of the Age Discrimination Act of 1975 to the end that no person in the United States shall, on the ground of race, color national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the transferee receives Federal assistance from the General Services Administration; (b) this agreement shall be subject in all respects to the provisions of said regulations; (c) this agreement shall obligate the transferee and any other person (any legal entity), who authorized to provide services or benefits under said program, for the period during which it retains ownership or possession of any such property; (d) the transferee will promptly take, and continue to take, such action as may be necessary to effectuate this agreement; (e) the United States shall have the right to seek judicial enforcement of this agreement; and (f) this agreement shall be binding upon any successor in interest.

(2) The transferee agrees that the Government assumes no liability for any damages to the property of the State or donee, any person, or public property, or for the personal injuries, illness, disabilities or death to employees of the State or donee, any other person subject to their control or any other person including members of the general public, arising from or incident to the property use, processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, or substance, or material harmless and indemnify the Government for any and all costs, judgement, action, debt, liability costs and attorney's fees or any other request for monies or any type of relief arising from or incident to the transfer, donation, use, processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance, whether intentional or accidental.

#### STATEMENT OF ADMINISTRATIVE ACTIONS

2. OFFICIAL SIGNING IN BLOCK 14b AS REPRESENTATIVE OF: a. DEPARTMENT OF DEFENSE. The Department of Defense (DLA or Sponsoring Military Service) has determined that the personal property listed in block 12 is authorized and approved for donation to the service educational activity in block 13a (subject to any interim request by a Federal agency)

b. FEDERAL AVIATION ADMINISTRATION. The Administrator of the Federal Aviation Administration has determined that the surplus personal property listed in block 12 is essential, suitable, or desirable for the development, improvement, operation, or maintenance of a public airport, or reasonably necessary to fulfill the immediate and/or

able future requirements of the grantee for the development, improvement, operation, or maintenance of a public airport.

3. OFFICIAL SIGNING IN BLOCK 14e AS REPRESENTATIVE OF GENERAL SERVICES ADMINISTRATION: The surplus personal property listed in block 12, except any disapproved items, is approved for transfer for donation purposes. Property listed hereon requested for transfer by a State agency is hereby allocated to that State. Such property will be held by the holding agency for a period no to exceed 42 calendar days from the surplus release date pending receipt of pickup or shipping instructions, whereupon it will be released to the donee.

STANDARD FORM 123 (Rev. 6-82) BACK

## Appendix - C

### Electronic Transfer Order (SF-123 proxy)

TRANSFER ORDER (NUMBER: 47 2 0209 47)  
SURPLUS PERSONAL PROPERTY

Page: 1

To: General Services Administration: Ordering Agency: Agency Bureau: 4757

GSA/FSS (4FD)-RO PERSONAL PROPERTY DIVISION  
PROPERTY MANAGEMENT DEPARTMENT OF GENERAL SERVICES  
401 WEST PEACHTREE STREET 6500 CENTENNIAL BOULEVARD  
ATLANTA GA 30365 NASHVILLE TN 37243

APO: SHELIA BLOUNT BAKER, ELERT  
404-331-0538 (FAX) 404-331-1877 615-350-3373  
HOOPER, STACEY

Reporting Activity: Agency Bureau: 1417 (FAX) 615-350-3321  
----- Ship To: -----

DEPT OF INTERIOR NATL PARK SERVICE  
SHILOH NATIONAL MILITARY PARK  
1055 PITTSBURG LANDING ROAD  
SHILOH TN 38376 PERSONAL PROPERTY DIVISION  
DEPARTMENT OF GENERAL SERVICES  
6500 CENTENNIAL BOULEVARD  
NASHVILLE TN 37243

RANDY MARTIN Shipping Instructions:  
731-689-5275 (FAX) 731-689-5450 -----

Location of Property:  
-----

DEPT OF INTERIOR NATL PARK SERVICE  
1055 PITTSBURGH LANDING ROAD  
SHILOH TN 38376  
SHILOH TN 38376

RANDY MARTIN Appropriation Symbol and Title:  
731-689-5275 (FAX) 731-689-5450 -----

GSA APO Email : SHELIA.BLOUNT@GSA.GOV  
Screener Email : TNSASP@GMAIL.COM  
POC Email : RANDY MARTIN@NPS.GOV  
POC Email CC : CATHY\_PONDS@NPS.GOV  
Custodian Email: RANDY\_MARTIN@NPS.GOV

The State agency agrees to the terms and conditions of this transfer  
as outlined in the SF 123 Certifications, Agreements, and Assurances  
certification document executed on 09/22/2010.

Ordering Agency Approval: GSA Approval:  
Signature: Sd/- HOOPER, STACEY Signature: Sd/- BLOUNT, SHELIA  
Date: 01/09/2012 Date: 01/09/2012  
Title: Approving Official Title: GSA Area Property Officer

ITEM LIST						
Item Control No.	Stock No.	Qty.	Unit Cost	UI	Cond	Fair Mkt Val
14471N 1347 5500 2 3720		1	\$7,294.00	EA	7	
Item Name: BATWING MOWER						
SRD: 06JAN2012 Demil: A						
Make: WOODS BATWING MOWER Model: HD315 15 FT						

Grand Total for 1 Line(s): \$7,294.00

Exception to SF-123 approved by GSA Form Policy and Management, view the  
certification at [http://gsaccess.gov/htm/docs/SF123\\_Certification.pdf](http://gsaccess.gov/htm/docs/SF123_Certification.pdf).