

GOVERNMENT AND SPECIAL DISTRICTS

- State Agency
- City
- County
- Special District (Water Districts, Cemeteries, Utilities)
- Public School/District (Colleges, Universities)

Name of Organization	Contact Name	Phone Number	Email
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- DGS OFAM 201 – Federal Surplus Property Program Eligibility
- Application DGS OFAM 202 – Resolution with Board Minutes (When applicable)
- DGS OFAM 203 – Non-Discrimination Certification
- DGS OFAM 204 – Racial Demographic and National Origins of all Persons within your Service Area. Please visit [U.S. Census website](https://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml) (<https://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml>) to determine the racial makeup of your service area.
- Sign and Date Debarment Form
- Sign and Date Donee Terms and Conditions
- Proof of State/Public Agency Status (Listing in State Directory, etc.)
- Current CBEDS or WASC (If applicable). Please refer to [California Department of Education website](https://dq.cde.ca.gov/dataquest/) (<https://dq.cde.ca.gov/dataquest/>).
- Return Completed Original Application to: (Please maintain a copy for your records.)

Federal Surplus Property Program
1700 National Drive
Sacramento, CA 95834

* Eligibility is limited to the period covered by the certification. Certifications are generally issued on an annual basis; therefore, the provider must update annually or as required by the approval on their certification.

NOTES

OFFICE USE ONLY

Reviewed By	Date	Approval Status <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> New <input type="checkbox"/> Renewal	Expiration Date
Donee Number	Billing Code		

REQUIRED DGS OFAM FORMS

1. DGS OFAM 201 – [Federal Surplus Property Program Application](http://www.documents.dgs.ca.gov/dgs/fmc/dgs/ofam201.pdf)
(<http://www.documents.dgs.ca.gov/dgs/fmc/dgs/ofam201.pdf>)
2. DGS OFAM 202 – [Resolution](http://www.documents.dgs.ca.gov/dgs/fmc/dgs/ofam202.pdf)
(<http://www.documents.dgs.ca.gov/dgs/fmc/dgs/ofam202.pdf>)
3. DGS OFAM 203 – [Non-Discrimination Certification](http://www.documents.dgs.ca.gov/dgs/fmc/dgs/ofam203.pdf)
(<http://www.documents.dgs.ca.gov/dgs/fmc/dgs/ofam203.pdf>)
4. DGS OFAM 204 – [Racial and National Origins Certification](http://www.documents.dgs.ca.gov/dgs/fmc/dgs/ofam204.pdf)
(<http://www.documents.dgs.ca.gov/dgs/fmc/dgs/ofam204.pdf>)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant 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 of 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 whom 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 section of rule 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 solicitation 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 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 Non-Procurement 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

Certifications and Agreements including Terms, Conditions, Reservations and Restrictions to be included on
Agency Issued or Distribution Documents

A. The Donee certifies that:

1. It is a public agency; or an approved non-profit institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1986; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the General Services Administration (GSA).
2. The property is needed and will be used by the recipient for carrying out for the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization or 8(a) business, the property is needed for and will be used by the recipient for educational or public health purposes, or for programs for older individuals, or for business purposes. The property is not 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 California State Agency for Surplus Property (CSASP).
3. Funds are available to pay any and all costs and charges incidental to the receipt of surplus property, and that property is not being acquired for any other use(s) or purpose(s), is not for sale. The fee schedule is available upon request from the CSASP.
4. Any transaction shall be subject to the nondiscrimination regulations governing the donation of federal surplus personal property issued under Title VI of the Civil Rights Act of 1964 (41USC 2000d-2000d-4a), 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 Act of 1975, and the Civil Rights Restoration Act of 1987.
5. If the Donee is designated by the Federal Small Business Administration 8(a) Program as a socially and economically disadvantaged small business and the SBA and CSASP have both determined the Donee is eligible to receive federal surplus property as a donation, the Donee certifies that the property acquired is needed and will be used solely for the conduct of the Donee's business enterprise: and the Donee certifies to A. (3), (4) and (5).

B. The Donee Agrees to the following Federal conditions:

1. All items of property, other than items with a unit acquisition cost of \$5000 or more and passenger motor vehicles, regardless of acquisition cost, shall be placed in use for the purpose(s) for which it was acquired within one year or receipt, and shall be placed in continuous use for one year from the date the property was placed in use. In the event the Donee does not place the property in use, or continuous use, the Donee shall immediately notify the CSASP, and, at the Donee's expense, make the property available for transfer or other disposal as directed by the CSASP.

2. Special handling or use limitations as are imposed by Federal GSA on any item(s) under which the item(s) are being allocated to the Donee.
3. In the event the Donee does not use the property as required by *Sections C (1) and (2)* below, at the option of the GSA, title and right to the possession of such property shall 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 applicable to items with a unit acquisition cost of \$5,000 or more and passenger motor vehicles, regardless of cost except vessels 50 feet or more in length and aircraft regardless of acquisition cost:

1. The property shall be placed in use within one year of receipt, and shall be used only for the purpose(s) for which it was 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 it is acquired for a period of 18 months from the date the property is placed in use, except for such item(s) of major equipment for which the CSASP designates a further period of restriction.
3. In the event the property is not so used as required by *Sections C (1) and (2)*, at the option of the CSASP, title and right to the possession of such property shall, at the option of the CSASP, revert to the State of California, and the Donee shall release such property to such person as the CSASP shall direct.

D. The Donee agrees to the following terms, reservations and restrictions:

1. From the date it receives the property and throughout the time period(s) imposed by *Sections B and C* (as applicable) 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 of California, without the prior approval of GSA or the CSASP. The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when the GSA or the CSASP authorizes such action, shall be remitted promptly by the Donee to GSA or the CSASP, as applicable. If the Donee takes action in ignoring or disregarding the foregoing restrictions after the date the Donee received the property and before expiration of the time periods imposed by *Sections C or D* as applicable, at the option of the GSA or the CSASP, the Donee shall pay to the GSA or the CSASP any proceeds derived from the disposal, and/or the fair market or rental value of the property at the time of such unauthorized disposal as determined by the GSA or the CSASP as applicable.
2. If, at any time, from the date the Donee receives the property throughout the time periods by *Sections B and C* as applicable, the Donee determines that some or all of the property is no longer suitable, usable, or further needed for the purpose(s) for which it was acquired, the Donee shall promptly notify the CSASP and shall, as directed by the CSASP, return the property to the CSASP, or release the property to another Donee

or another state agency, or a department or agency of the United States, or sell or otherwise dispose of the property. The Donee shall remit the proceeds from the sale promptly to the CSASP.

3. The Donee shall make reports to the CSASP which shall state the use, condition, and location of the property, and shall report on other pertinent matters as may be required from time to time by the CSASP.
4. At the option of the CSASP, the Donee may abrogate the conditions set forth in Section B and the terms, reservations and restrictions pertaining in Section D by payment of an amount as determined by the CSASP.

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.
2. If the Donee carries insurance against damages to or loss of property due because of fire or other hazards, and the damage to, loss or destruction to donated property with unexpired terms, conditions, reservations or restrictions, occurs, the CSASP will be entitled to reimbursement from the Donee out of the insurance proceeds, in an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated property.

F. Terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document executed by the authorized Donee representative are applicable to the donation of Aircraft and Vessels of 50 feet or more in length having an acquisition cost of \$5,000 or more regardless of the purpose for which acquired.

Signature	Date
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