

STATE OF FLORIDA
STATE AGENCY FOR SURPLUS PROPERTY (SASP) PROGRAM
14281 US HIGHWAY 301, STARKE, FLORIDA 32091

CERTIFICATIONS AND AGREEMENTS
(INCLUDING TERMS, CONDITIONS, RESERVATIONS AND RESTRICTIONS)

The applicant and any of its designees agree to the following:

1. Property received is needed and will only be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes and for no other purposes.
 2. Property received is needed and will be used by the recipient for educational or health purposes including research or in a public purpose and for no other purposes.
 3. Property received shall be placed in use for the purposes for which acquired within one year of receipt and shall be continually in use for such purposes for one year from the date the property was placed in use, and in the event the property is not so placed in use, or continued in use, the donee shall immediately notify the state agency and return the property to the agency as directed.
 4. To abide by all additional periods of restriction placed on property by the State Agency: that is, 18 months on all passenger motor vehicles and other items of property with a unit acquisition cost of \$5,000.00 or more, except for such items of major equipment on which the State Agency designates a further period of restriction as indicated on the distribution document.
 5. During the period of restriction, applicant will not sell, trade, lease, lend, bail, encumber, or otherwise dispose of such property without prior approval of the General Services Administration or the State Agency. The applicant will be liable for the fair market value or the rental value of such property as determined by the General Services Administration or the State Agency.
 6. Remit within 30 days to the State Agency all fees assessed on property acquired for service and handling expenses.
- 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 CFR 105-68 for all lower tier transactions meeting the requirements stated at 41 CFR 105-68.110.
- Instruction for Certification**
- By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below:
1. The certification in this clause is a material representation of fact which reliance was placed when this transaction was entered. If it is later determined 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.
 2. 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 its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 3. 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.
 4. 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.
 5. 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 solicitations for lower tier covered transactions.
 6. 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 CFT part 9, subpart 9.4, Debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows the certification is erroneous. A participant may decide the method and frequency 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.

7. 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.
8. Except for transactions authorized under paragraph 5 of these instructions, if a participant is a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48CFR 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 originate 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.

Acknowledgements

(A) THE DONEE CERTIFIES THAT:

1. It is a public agency or a nonprofit 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/or the regulations of the General Services Administration (GSA).
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 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 any such purpose, or for programs for older individuals. 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 written 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, Section 304 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 CONDITIONS:

1. All items of property shall be placed in use for the purpose(s) for which acquired within 1 year of receipt and shall be continued in use for such purpose(s) for 1 year from the date the property was placed in use. In the event the property is not 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 GSA on any item(s) of property listed hereon.
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, FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:

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 at least two year, and to be in accordance with the provisions of the State Plan of Operation.
3. In the event the property is not so used as required by (C)(1) and (2), and Federal restrictions (B)(1) and (2) and (G)(1) have expired, right to the possession of such property shall, at the option of the State Agency, revert to the State of Florida and 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 this agreement 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 the prior approval of GSA under (B) and (1) or the State Agency under (C) and (1). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when GSA or by the State Agency authorizes such action, 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, encumbered, cannibalized or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by this agreement 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 at the 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 the time conditions imposed by this agreement remain in effect, any of the property listed hereon 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, or to 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 State conditions set forth in (C) and the State terms, reservations, restrictions and conditions pertinent therein 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 LISTED HEREON:

1. The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind, and the Government of the United States of America will be held 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, GSA or the State Agency, as the case may be, 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) THE DONEE AGREES TO THE FOLLOWING ADDITIONAL SPECIAL TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5000 OR MORE, AND FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:

1. The donation shall be subject to the additional special terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document or other agreement by the authorized donee representative.

(G) THE DONEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS IMPOSED BY THE STATE AGENCY APPLICABLE TO TERMS WITH A UNIT ACQUISITION COST OF UNDER \$5000:

1. As noted on the State Agency Distribution Document.

(H) ALL PROPERTY ACQUIRED THROUGH THE FEDERAL SURPLUS PROPERTY PROGRAM IS CONSIDERED FEDERAL FINANCIAL GRANT-IN-AID AND MAY REQUIRE COMPLIANCE UNDER THE SINGLE AUDIT ACT OF 1984 AND THE PROVISIONS OF OMB CIRCULAR A-133.