

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
VIRGINIA FEDERAL PROPERTY AGENCY

STATE PLAN OF OPERATION



DEPARTMENT OF
GENERAL SERVICES

Serving Government. Serving Virginians.

Title 40, United States Code-Public Buildings, Property, and Works, Subtitle 1, Chapter 5, section 549;
[Federal Management Regulation \(FMR\) Subchapter B – Personal Property](#)
[Part 102-37 – Donation of Surplus Personal Property](#)
[Subpart D – State Agency for Surplus Property \(SASP\) §102-37.130 et al.](#)

APPROVED

March 24, 2009

Richard F. Sliwoski P.E.
Director
Department of General Services
Commonwealth of Virginia

Bradley W. Crawford, V.C.O.
Director, State Surplus Property
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TABLE OF CONTENTS

PART	DESCRIPTION	PAGE
PART I	AUTHORITY.....	3
	OPINION OF THE ATTORNEY GENERAL.....	4
PART II	DESIGNATION OF STATE AGENCY	6
PART III	INVENTORY CONTROL AND ACCOUNTING SYSTEM.....	7
PART IV	RETURN OF DONATED PROPERTY	9
PART V	FINANCING AND SERVICE CHARGES.....	10
PART VI	TERMS AND CONDITIONS ON DONABLE PROPERTY	13
PART VII	NONUTILIZED DONABLE PROPERTY	17
PART VIII	FAIR AND EQUITABLE DISTRIBUTION	18
PART IX	ELIGIBILITY	20
PART X	COMPLIANCE AND UTILIZATION	23
PART XI	CONSULTATION WITH ADVISORY BODIES AND PUBLIC AND PRIVATE GROUPS ..	26
PART XII	AUDIT.....	27
PART XIII	COOPERATIVE AGREEMENTS.....	28
PART XIV	LIQUIDATION.....	29
PART XV	RECORDS	30
PART XVI	FORMS	31
	Exhibit 1 – Distribution Document and Invoice	32
	Exhibit 2 – Surplus Property Transfer Document (Standard Form 123)	34
	Exhibit 3 – Combat-Type Aircraft Conditional Transfer Document	37
	Exhibit 4 – Non-Combat-Type Aircraft Conditional Transfer Document.....	42
	Exhibit 5 – Vessel Conditional Transfer Document (50 feet or more)	47
	Exhibit 6 – Nondiscrimination Assurance	52
	Exhibit 7 – Organization of the Virginia State Government.....	53

PART I AUTHORITY**CHAPTER 746 ACTS OF ASSEMBLY OF 1984**

§2.2-1123. Acquisition of surplus materials from the United States government.

The Division is designated as the agency of state government responsible for acquiring surplus personal property, including but not limited to materials, supplies, and equipment, by purchase, gift, or otherwise, from the United States government or any of its agencies for distribution to departments, agencies, institutions and political subdivisions of the Commonwealth and to eligible, nonprofit, nongovernmental organizations for use in such organizations' activities within the Commonwealth. The acquisitions shall be made, when in the judgment of the Division, it shall be advantageous to the Commonwealth to do so. The property may be acquired for storage and subsequent distribution or for immediate distribution. The Division may collect the purchase price of any such property, if applicable, and service charges sufficient to defray the costs of carrying out this program from entities to which it distributes the property. The Division shall publish a plan, or plans, which meet the requirements of the Federal Property and Administrative Services Act of 1949, as it may be amended from time to time, and any similar federal statutes requiring such plan.

The Division may, by general rule or special order, delegate to any using department, agency, institution, political subdivision, or eligible, nonprofit, nongovernmental organization the authority to acquire such property directly from the federal government rather than through the Division, whenever it shall appear to the satisfaction of the Division that it is advantageous to do so. The Division may prescribe regulations for the acquisition of such property by entities to which it delegates its authority.

(1984, c. 746, § 2.1-445.1; 2001, c. 844.)

Source: <http://leg1.state.va.us/cgi-bin/legp504.exe?000+cod+2.2-1123>

OPINION OF THE ATTORNEY GENERAL



COMMONWEALTH of VIRGINIA
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Director of Administration

May 15, 1984

H. Douglas Hamner, Jr., Director
Department of General Services
209 Ninth Street Office Building
Richmond, Virginia 23219

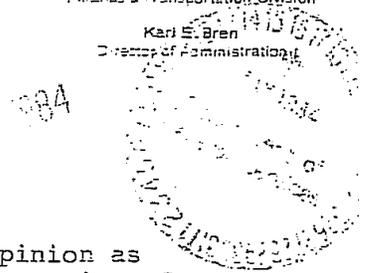
RE: Plan of Operation for Federal
Surplus Property

Dear Mr. Hamner:

This is in response to your request for an opinion as to whether the State plan of operation for administration of federal surplus properties developed by the Division of Purchases and Supply can be considered a plan developed by the State legislature.

Pursuant to the Acts of Assembly of 1984, Chapter 746, the General Assembly enacted § 2.1-445.1 of the Code of Virginia which becomes effective July 1, 1984. This provision designates the Division of Purchases and Supply, a division within the Department of General Services, § 2.1-435, as the agency of State government responsible for acquiring federal surplus personal property for distribution to State agencies, political subdivisions and eligible, non-profit, non-governmental organizations. This legislative enactment also charges the Division of Purchases and Supply with the responsibility of publishing a plan meeting the requirements of the Federal Property and Administrative Services Act of 1949, as amended. The provisions of that Act, as amended in 1976 pursuant to Public Law 94-519, require that the State legislature develop a plan of operation, and § 2.1-445.1 delegates that responsibility to the Division of Purchases and Supply.

It is my understanding that the Division has prepared such a plan of operation. Because federal law requires that it be a plan developed by the legislature, the plan must be adopted as a regulation of the Department of General Services, Division of Purchases and Supply, pursuant to authority granted



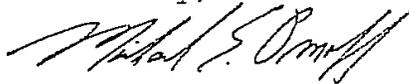
H. Douglas Hamner, Jr.
Page 2
May 15, 1984

under § 2.1-424(4) and in accordance with the Virginia Administrative Process Act, §§ 9-6.14:1 through 9-6.14:21 of the Code of Virginia. Under the provisions of § 9-6.14:9, the plan may be adopted by the Division, with your approval, and copies of it filed with the Registrar of Regulations who thereafter is required to provide copies of the plan to members of certain committees of each house of the legislature. Within ninety (90) days thereafter, the respective committees may recommend to the General Assembly the modification or invalidation of the plan. If no action is taken within ninety (90) days, then the plan shall take effect as adopted by the Division.

Because § 9-6.14:9 authorizes action on the part of the General Assembly to modify or invalidate a regulation, I am of the opinion that the failure of the General Assembly to take any action upon such a plan within the prescribed time period would constitute an adoption of such plan by the legislature. For this reason, the plan of operation would, in my opinion, be a plan developed by the legislature which satisfies the requirement of Public Law 94-519.

With kindest regards, I am

Sincerely,



Michael E. Ornoff
Assistant Attorney General

5:29:159

PART II DESIGNATION OF STATE AGENCY

1. The Code of Virginia §2.2-1123, effective 2001, designated the Department of General Services (“DGS”), as the official agency of the Commonwealth of Virginia to administer the State Plan of Operation, hereinafter referred to as the Plan, throughout the Commonwealth pursuant to the provisions of the Title 40 of the USC, Subtitle 1, Chapter 5, Section 549; FMR [102-37](#), [102.37.350](#), as amended, GSA regulations, and this Plan.
2. The activity to administer the State Plan of Operation in DGS is the Virginia Federal Property Agency, hereinafter referred to as the State Agency. The State Agency will administer all phases of the operation including acquiring, storing, and distributing Federal property to eligible public and nonprofit agencies (“donees”), establish regulations and procedures, assess service charges, maintain property accounting systems, and as required, execute certifications and agreements pertaining to this Act with eligible agencies, institutions, and organizations of the Commonwealth, other States, and agencies of the Federal government. Financial accounting is maintained by the Bureau of Fiscal Services of the Department of General Services.
3. Under the general administration of the Director, State Surplus Property, the State Agency is directed and supervised by the Manager who is responsible for all phases of the operation. The manager has assigned staff including clerical, screeners, distribution centers, and driver personnel. In addition, the Manager cooperates with the State surplus property activity. The State Agency is a special fund activity paying all expenses from service charge revenues.
4. Virginia operates two distribution center facilities. The Richmond center is State-owned and includes a 55,000 square foot warehouse within a fenced storage area on a 10-Acre site located at 1910 Darbytown Road, Richmond, Virginia. The second distribution center services the Southwest Virginia region and is located in a rented 45,000 square foot retail facility at 800 East Main Street, Wytheville, Virginia. Both distribution centers are co-located with State Surplus property offices and facility costs are equitably shared.
5. The managers of Federal and State surplus property activities operate under the Director, State Surplus Property as the Administrator, with the Director, DGS Procurement Services as the next higher authority.

PART III INVENTORY CONTROL AND ACCOUNTING SYSTEM

A. Property Accountability

1. Accountability records will be maintained on an automated inventory system for all Federal Property transferred to the state agency, e.g. recording receipts, issues, inventory balances, dates of receipts and issues, 123 document numbers, Federal stock numbers, warehouse locations of property, returns to stock, and transfers to other agencies.
2. Special attention and accountability will be given to all single items received with an original acquisition cost of \$5,000.00 or more including motor vehicles. Each recorded item with an acquisition cost of \$5,000.00 or more will be designated a compliance item, which incurs an eighteen month compliance period. Items received into inventory with an original acquisition of \$500.00 or less may be converted to lots, or group units of issues, where such conversions would increase donation potential.
3. Property acquired by donation to the SASP for its own use will be handled as any other donation to an agency of state government.

B. Receiving and Verifying Property

1. When property is received, a physical inspection and count is made and checked against the approved Federal Form SF-123 and/or available shipping documents. Receiving notations will be made on the document.
2. When differences in counts are discovered, an overage and shortage report will be prepared and submitted to the GSA allocation office and GSA regional office under the provisions FMR [102.37.70](#), [102-37.350](#). In cases of overages where a line item acquisition cost is \$500 or over, a separate 123 document will be submitted to GSA allocation office for donation approval.
3. Property items received and issued are posted to the inventory system. Posted transactions show date, document number, receipts, issues, and balance. It refers to the identified receiving and issue document and therefore provides the item history.
4. A verification of property on hand will be accomplished each year with a physical inventory or automated cycle count system. A written list or inventory count tags identifying the items is prepared and checked with the inventory system. Inventory differences which cannot be accounted for by the distribution center supervisor will be reported to the State Agency Manager and adjustments may be made only with the Manager's written approval. All reasonable efforts to reconcile the differences will be made before adjustments are approved. A

verification of items with an acquisition cost of \$5,000 or more and passenger motor vehicles will be made at least two times each year.

5. All property distributed by the distribution center is issued on the form "Distribution Document and Invoice" Exhibit 1. Property picked up directly from a holding agency by a donee is issued on the form, "Direct Transfer Document" Exhibit 2.

C. Fiscal Accounting System

1. The State Agency will accept payment for services only in the form of checks, credit cards, or Interdepartmental Transfer Invoices, drawn or issued by, and in the name of, the approved donee. All receipts are deposited with the Treasurer of Virginia to the account of the Special Fund. All disbursements are made by the Treasurer from the account, on receipt of invoices properly certified, to the State Comptroller.

2. The fiscal accounting system is acceptable to the Department of General Services, and approved by the State Comptroller, along with other DGS fiscal systems. The system is composed of a chart of accounts, a donee jacket type account receivable subsidiary ledger, receipts ledger which accounts for all cash received, and a general ledger which accounts for all assets, liabilities, and expenses. An accrual statement of profit and loss and a balance sheet is prepared at the close of each month.

3. The fiscal accounting records are maintained as a separate Special Fund by the Department's Bureau of Fiscal Services accounting for all revenues, disbursements, assets, and liabilities.

PART IV RETURN OF DONATED PROPERTY

A. Conditions and Donee Reporting Procedure

Property that is still usable as determined by the State Agency but not placed in use within one *year* from date of acquisition or ceases to be used during the 12 or 18 month use restriction period thereafter shall be reported to the State Agency for disposition instructions. The report in writing shall give item identifying data, condition, reasons for non-utilization, and recommended action.

B. Disposition Instructions

The State Agency will review the donee report and if it is determined the donee has not conformed to the terms and conditions as stated on the donation document, Exhibits 1 or 2, it will authorize in writing and in accordance with General Services Administration regulations, a procedure deemed appropriate for the best utilization or disposal of the item. The authorization may include:

1. Return the item to the State Agency distribution center at donee expense and with no reimbursement of service charges.
2. Transfer item to another donee, SASP, or Federal agency.
3. Authorize sale, coordinated with GSA, if there are no other requirements.
4. Authorize cannibalization or secondary utilization.
5. Authorize scrapping, in coordination with GSA.
6. Amend, modify, or grant releases on terms and conditions in conformance with GSA Regulations.

PART V FINANCING AND SERVICE CHARGES

A. Policy Statement

The Virginia State Agency is classified as an Internal Service Fund activity and the Agency Manager is responsible for the management of the fund. There are no appropriations and service charges are the principle source of revenue to cover the costs of operation. Sales/compliance proceeds, transportation services, and gifts may produce additional revenue. Service charges are assessed for all property transactions and services. It is the policy of the Agency that service charges shall be fair, equitable, and minimal, but established to maintain a financially sound agency. All operating costs are included in this Internal Service Fund activity including, but not limited to, all employee costs, screening, transportation, maintenance, utilities, administration and accounting, supplies, equipment, packing and handling, compliance and utilization, insurance, fund operation, capital maintenance and outlay.

B. Factors in Establishing Charges

Charges and fees for service will be assessed at a level that the state Agency estimates will be sufficient to recover its expenses, including reasonable indirect costs of administering the Surplus Property Program. In determining charges and fees, consideration will be given including but not limited to:

1. Expenses of operations as set out in part V, A.
2. Original government acquisition cost or estimated fair market value of the property.
3. Type and nature of the property, which would indicate its usefulness.
4. Condition or quantity of the property.
5. Intended use of the property.
6. Special processing or handling or transportation or services.

C. Method of Establishing Charges

Funds accumulated from charges and fees, as well from other sources such as sales, compliance actions, gifts, grants appropriations, etc. will be used to cover direct and indirect costs of the State Agency's operation, to accumulate and maintain a working capital reserve, to purchase necessary equipment, to rehabilitate and purchase replacement parts for donable surplus property, to provide, maintain, or make improvements to State Agency offices and distribution center facilities, to purchase necessary equipment and supplies and any other such purchases deemed necessary

to carry out the State Agency's operations.

General Guide for Item Service Charges

<u>Charge Percentage of Acquisition Cost</u>	<u>Acquisition Cost</u>
0-35	\$0-5,000
0-30	\$5,001-10,000
0-25	Over \$10,000

D. Reduced Charges for Surplus Items

Where the State Agency provides minimal services in connection with the acquisition of property, fees and charges will be fair and equitable, commensurate to operational expenses, with consideration given to the services provided and determined in accordance with guidelines set out in part V, B above.

The State Agency will provide property at a minimal cost to nonprofit providers of assistance to homeless and impoverished individuals. It may also waive charges and fees to said providers of assistance to homeless and impoverished individuals, providing it is done in a manner that is fair and equitable to all donees.

E. Reduced Charges for Direct Pickup

When property is screened and/or picked up directly from a holding agency by a donee, the service charge will be reduced on a pro-rata basis for the specific services not rendered by the State Agency such as screening, transportation, and warehousing costs. The charges will be reduced 10-25 per cent of the normal or usual service charges when the donee performs part of the overall services. In general, the remaining factors will apply in establishing service charges because such transactions must also bear a part of the total operating costs.

F. Use of Funds

Revenue derived from service charges as well as from other sources such as sales, compliance action, gifts, and appropriations may be used to cover all direct and indirect costs of the agency including personnel, capital purchases and improvements for office and distribution center facilities, property rehabilitation, equipment purchases and maintenance. The current State Budget major classifications cover Personal Services, Contractual Services, Supplies and Materials, Transfer Payments, Continuous Charges, Property and Improvements, Equipment, Plant and Improvements. The Classifications may be changed, added, or deleted. Capital Outlay plans and expenditures must receive approvals in accordance with Commonwealth of Virginia requirements. The integrity of the special fund is assured in that the funds are to be used only in the operation of the State Agency and the promotion of the program.

G. Working Capital Reserve Fund

A financial reserve fund may be accumulated and maintained in an amount not to exceed the total expenses of the State Agency for the prior two years, plus an inflation factor, and current activity cost pace. Funds in excess of the above may be accumulated provided the State Agency has written plans for increased needs such as maintenance costs, capital outlay for new facilities, expansion, repairs or remodeling, new programs, equipment purchases, and personnel costs. If funds should accumulate in excess of that described above, then service charges will be reduced to lower the special fund to the authorized level. Proceeds from any facility sale will be deposited to the fund and subject to the provisions of this paragraph.

H. Deposits and Investments

All funds derived from service charges or other sources are deposited with the Treasurer of Virginia. The State Agency is not authorized to invest funds.

PART VI TERMS AND CONDITIONS ON DONABLE PROPERTY

A. Certification by Donee on all Donated Property

The authorized representative of the donee certifies and agrees to all the terms, conditions, reservations, and restrictions included on the issue documents shown as exhibits Part XV.

1. [Exhibit 1](#) – Distribution Document and Invoice.
2. [Exhibit 2](#) – Direct Transfer Document.

B. Additional Certification by Donee for Donation of Aircraft and Vessels

1. [Exhibit 3](#) – Combat-Type Aircraft Conditional Transfer Document.
2. [Exhibit 4](#) – Non-Combat-Type Aircraft Conditional Transfer Document.
3. [Exhibit 5](#) – Vessel Conditional Transfer Document.

C. Amendment and Release of Terms and Conditions

1. The State Agency 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 Exhibit 3, Part XV in this plan provided that the conditions pertinent to each situation have been affirmatively demonstrated to the prior satisfaction of the State Agency and made a matter of record.

2. Pursuant to [FPMR 101-44.208\(h\)](#) the State Agency 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 on the Distribution Document and Invoice, Exhibit 1. The State Agency may issue an item for the purposes of cannibalization or secondary utilization with approval for such action marked on the Distribution Document and 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 State Agency. The request shall give item identification, condition, and proposed use. The State Agency will respond in writing and may grant approval when it is determined that such action appears to be the best utilization of the item.

3. Standards to amend or grant releases

In accordance with Part VI of the plan of operation, the State Agency may amend or grant releases during the period of restriction from the terms, conditions,

reservations or restrictions it has imposed on donated property; in accordance with the following standards provided that the conditions pertinent to each situation have been affirmatively demonstrated to the prior satisfaction of the State Agency, and have been made a matter of record:

(a) Secondary utilization or cannibalization. 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 State Agency, 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.

(b) Trade-in of an item on a similar replacement. Written approval is required from the General Services Administration 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 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.

(c) Abrogation. Except in cases involving the failure to use or the misuse of donated property, abrogation to restrictions imposed by the State Agency in the transfer instrument (reference 41 [CFR 102-37.465](#)) may be authorized upon payment to the State Agency 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 State Agency 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 12 months from the date of being placed in use or otherwise under Federal restriction.

(d) Revision of the acquisition cost. The acquisition cost of an item may be revised provided that the request therefore is made in writing by the donee, and it is determined by the State Agency 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.

(e) Destruction and abandonment. A donated item of personal property may be destroyed or abandoned by a donee when it is determined that the item has no commercial value or the estimated cost of its continued care and handling would exceed the estimated proceeds from its sale. The determination shall be based on a finding made in writing by the State Agency and the State Agency shall prescribe the means and methods whereby the property shall be destroyed or abandoned.

(f) Enforcement of compliance. The enforcement of the terms and conditions, reservations and restrictions imposed by the State Agency of donated property, or the remedy of breaches of such terms and conditions, may be satisfied:

(1) When payment is made to the State Agency of any and all fair rental values due and payable for any unauthorized use of donated property;

(2) When payment is made to the State Agency 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 State Agency accountability and distribution of such property is the responsibility of the State Agency.

(g) Reduction in the period of restriction. 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 State Agency.

(h) Limitations. 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](#).

(3) The following conditions are applicable to items with a unit acquisition cost of \$5,000 or more and passenger motor vehicles:

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

(ii) 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 18 months, from the date the property is placed in use, except for such items of major equipment listed hereon, on which the State agency designates a further period of restriction.

D. Agency Imposition of Terms

The State Agency may impose reasonable terms, conditions, reservations and restrictions on the use of donable property items other than those with a unit acquisition cost of \$5,000 or more, and passenger vehicles.

PART VII NONUTILIZED DONABLE PROPERTY

A. State Agency Policy

The State Agency will dispose of property in its possession which cannot be utilized by donees in the State, and the property will be disposed of in accordance with the provisions of FMR [102-37.290](#) through [102-37.320](#).

B. Transfers to Other State Agencies

Property will be offered to other State Agencies by circulating a property list or verbal notification. Visits by representatives of other state agencies to inspect and select unneeded property are encouraged. Transfers of property will be accomplished by processing SF123 by the requesting state submitted through the GSA office subject to disapproval within 30 days.

C. Report Unneeded Usable Property

The State Agency may report at anytime unneeded usable property, which is not required for transfer to another state, to the GSA regional office for redistribution or other disposal. The property shall be identified, marked as to Federal utilization potential, and reimbursement claims.

D. Disposition

GSA will notify the State Agency of the Disposition to be taken and generally this will be a reutilization transfer or report for sale. With approval of the regional office, property to be sold may be turned in to the GSA Sales Center or a designated DOD Property Disposal Office. Generally scrap metal will be sold on State Agency site. Reimbursement may be claimed in accordance with GSA Regulations.

E. Destruction or Abandonment

When the State Agency finds that it has property in its possession that is unusable by donees in the State or other States and otherwise is determined to have no commercial value or the estimated cost of its continued care and handling would exceed the estimated proceeds from its sale, the State Agency will proceed promptly with the destruction or abandonment of such property subject to the disapproval of GSA within 30 days of notice to it by the State Agency.

PART VIII FAIR AND EQUITABLE DISTRIBUTION

A. Policy

The State Agency is responsible for the fair and equitable distribution of allocated surplus property to all eligible donees in Virginia. The distribution plan is based on needs and an evaluation of the relative needs, resources, and utilization ability of all the eligible agencies and institutions. Due consideration and assistance will be offered the more needy recipients.

B. Determination

Relative needs, resources, and utilization abilities will be determined by reviewing donee property requests and justifications, emergency status, program and project priorities as given by responsible authorities, and consulting with advisory persons and bodies such as public and private institutions, Office of Emergency Services, State Departments of Planning and Budget, Commerce, Education, Health, Social Services, and Employment Commission. When the Governor declares a state of emergency, the State Office of Emergency Services may direct priorities of property issues. A general ranking or index number obtained from the Department of Planning and Budget will be used as a factor to determine the relative needs and resources of the cities and counties. To determine relative needs and resources of the nonprofit health and education institutions the State Agency will seek aid from bodies such as the Council of Independent Colleges in Virginia, Virginia Hospital Association, and Virginia Association for Retarded Children. Key individuals such as purchasing officials and local administrators of eligible donees will be consulted.

C Application

In general, the need, resources, and utilization abilities, determination will apply to major items and special categories of equipment and material. Examples may be: vehicles, construction equipment, materials handling equipment, machine tools, generators, ADP equipment, complicated scientific equipment, vessels, and aircraft.

D. Requests by donees

Authorized representatives of donee institutions are invited to submit a listing of all needed items in the categories, but not limited to, as provided in paragraph C. Virginia Agency screeners will be guided in their search and selection of property according to the known want lists.

Authorized donee representatives may also submit to the State Agency requests for specific identified items located anywhere in the United States. Donee representatives may meet with Agency screeners at Federal installations to inspect specific items to determine if suitable for their needs. Property selected and approved for donation may be picked up directly by the donee if so requested.

E. Property Assignments to Donees

Assignments of equipment as it becomes available will be made by the State Agency as provided in paragraph B and C.

The State Agency will submit applications to GSA for specific identified property requested by donees and arrange for direct pickup by the donee from the holding agency when so requested and/or practicable. Direct pickup may also be arranged, when economical, for needed items but not specifically identified.

The majority of miscellaneous items, including many major items, will be screened and selected by Virginia Agency screeners on both the Internet and at Federal installations for application and shipment to the State Agency distribution centers. Major items as described in paragraph C will be offered to donees conforming to paragraph B.

Miscellaneous items, not including major items, will be available at the State Agency distribution center on a supermarket plan, first-come, first-served basis. Major items located at the center, offered to donees according to requests, but not picked up, will be available to any other eligible donee on the first-come, first-served basis. Appointments to visit the distribution centers are not required, and authorized representatives of donees may make such visits to inspect and select property on any State work day.

PART IX ELIGIBILITY

A. General

1. Public Agencies

Surplus personal property may be donated through the State Agency to any public agency in the Commonwealth of Virginia, or political subdivision thereof, including any unit of local government or economic development district; or any department, agency, instrumentality thereof, including instrumentalities created by compact or other agreement between States or political subdivisions, multi-jurisdictional sub-state districts established by or pursuant to State law, or any Indian tribe, band, group, pueblo, or community located on a State reservation. Surplus property acquired must be used by the public agency to carry out or to promote for the residents of a given political area one or more public purposes such as conservation, economic development, education, parks and recreation, public health, public safety, and emergency services.

2. Nonprofit Educational or Public Health Institutions, Programs that Provide Services to the Homeless

Surplus personal property may also be donated to nonprofit educational or public health institutions as determined under Section 501 of the Internal Revenue Code of 1986 such as: medical institutions, hospitals, clinics, health centers, nursing homes, schools, colleges, universities, schools for the mentally disabled and physically handicapped, child care centers, educational radio and television stations, museums, libraries, and programs for Older Americans as described in FMR [102-37.380](#) through [102-37.430](#) and [102-37.445](#). An eligible nonprofit educational or public health institution or organization that acquires surplus personal property must use it for the primary function(s) for which it was received and not for any unrelated or commercial purpose or program.

B Determination of Eligibility

The State Agency is responsible for the determination that an applicant is eligible as a public agency or a nonprofit educational or public health institution or organization to participate in the program and receive donations of surplus personal property. Approvals shall be granted only when an applicant meets the provisions and criteria for approval as stated in the Law and FPMR [101-44.207](#). The eligibility files for skilled nursing homes, intermediate care facilities, alcohol and drug abuse centers, programs for older individuals and other programs that are certified, approved and/or licensed annually, must be updated every three years.

C. Eligibility Procedures

1. An agency, institution, or organization interested in receiving Federal Surplus Property must establish eligibility by requesting an eligibility application form, complete the requested information, and mail the entire application material to the State Agency.
2. The State Agency will review the application and notify the applicant of approval, disapproval, or the need of additional required information.

D. Information to be Included in the Application for Eligibility

1. Legal name, address, telephone and fax number, email address
2. Status of applicant
 - (a) Public Agency: to designate the type such as state agency, city, county, town, multi-jurisdictional authority, college, university, school, school systems, hospital, clinic, health center, Indian reservation, or aging center.
 - (b) Nonprofit educational institution: to designate type such as college, university, kindergarten, elementary, high school, vocational, technical, special, mentally retarded or physically handicapped, rehabilitation, child care, aging, museum, and library and providers of services to the homeless.
 - (c) Nonprofit health institutions designate type such as medical institution, hospitals, clinics, health centers, skilled nursing homes.
3. Prepare a public or nonprofit agency application. If nonprofit, include as evidence, a copy of the tax exemption under Section 501 of the Internal Revenue Code of 1986.
4. Concise description of the applicant's public program such as naming departments, services or activities, plants, facilities, and staff. If a nonprofit health or educational institution provide concise descriptions of the specific offerings, services, plants, facilities, and staff so State Agency can determine eligibility qualifications and definitions of eligible entities.
5. Evidence of approval, accreditation, or licensing. If such evidence is lacking, a letter of evaluation from appropriate program authority such as: county, city, state department, college or university, or school system, may be submitted in lieu of such evidence.
6. The Nondiscrimination Assurance, Exhibit 6, is executed by the donee authorized representative as a requirement for approval of the eligibility application, and prior to acquiring surplus property.

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 and Civil Rights Restoration Act of 1987.

7. Application to 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 Federal surplus property including the eligibility application, acquisition of Federal surplus property, obligation of necessary funds, execute documents, certification to terms, conditions and restrictions, use, and disposal of the property.
8. Supplementary information may be requested as to relative needs, resources, and utilization abilities, to aid the State Agency in the fair and equitable distribution of available property.
9. When an eligibility approval is granted a donee, the administrative head or other responsible official, will be requested to designate a person to handle and be responsible for all affairs pertaining to Federal surplus property. This person may authorize one or more additional persons who may select and sign for property for the eligible recipient. Signatures of all authorized persons will be on file in the State Agency.

E. Conditional Eligibility

In certain cases newly organized activities may not have commenced operations or completed construction of their facilities, or may not yet have been approved, accredited, or licensed as may be required to qualify as eligible donees. In other cases there may be no specific authority which can approve, accredit, or license the applicant as required for qualification. In these cases the State Agency may accept letters from public authorities, either local or State, which the State Agency deems competent such as the board of health or a board of education that the applicant otherwise meets the standards prescribed for approved, accredited or licensed institutions and organizations. In the case of educational activities, letters from accredited or approved institutions that students from the applicant institution have been and are being accepted may be deemed sufficient by the State Agency.

PART X COMPLIANCE AND UTILIZATION

A. Donated Items Subject to Compliance and Utilization Reviews on Terms and Conditions Part VI

1. Items with a unit acquisition cost of \$5000 or more and any passenger motor vehicle.
2. Items which require special handling conditions or use limitations as imposed by GSA per [FMR 102.-37 Subpart E](#).
3. Statutory requirement that all items of donated property acquired by the donee be placed into use within one year of acquisition and thereafter used for twelve (12) months, or eighteen (18) months if the acquisition cost was \$5000 or more or a passenger motor vehicle.
4. Items with a unit acquisition cost of less than \$5000 that may be subject to stock piling as determined by the State Agency.
5. Any property where there is alleged fraud, theft, misuse, or un-authorized disposal.

B. Reviews

1. The State Agency will conduct compliance and utilization reviews at least once during the period of use restriction for items as described, paragraph A. 1. and 2.
2. The review may be accomplished by a questionnaire letter or by a visit to observe the property utilization. Staff members of the State Agency will visit donees to the extent of capabilities in time and costs. In addition to merely surveying compliance and utilization, visits will be constructive and helpful to the donees. Information will be offered on terms and restrictions; item utilization potential, procedures and special opportunities in acquiring property, and invitation for comments on program improvement.
3. Reports of the review will be a part of the donee item file. The mail questionnaire form will serve as a report. Persons making a review through visitations will also make an item report on utilization, condition, and transfer or disposal recommendation.

C. Compliance Actions

1. When the utilization survey shows, an item is in eligible use, the report will be so noted and no further action plan is required.

2. Deficiencies in utilization may include but are not limited to nonuse or misuse, ineligible use such as loan, rental, or gift, unauthorized cannibalization, disposal or sale, failure to use property in the prescribed time frame, fraud or theft.
3. When deficiencies are discovered, the State Agency will move to remedy the specific case. This will include action to place the item(s) into use for the prescribed time frame, transfer to another donee or state agency, return to the State Agency, approve destruction, abandonment, cannibalization, or report to GSA for reutilization or sale.
4. The State Agency will initiate an appropriate investigation of any alleged fraud in the acquisition of donable property and the GSA will be immediately notified of the allegations and the status of the investigation. The State Agency investigator will prepare a report of the circumstances and findings of the case and it shall be available to all authorized persons.
5. Alleged or reported thefts of surplus property in the custody of the State Agency will be immediately investigated and the details and circumstances reported to the local law enforcement officials and the Regional GSA office.
6. The State Agency will initiate an appropriate investigation of all alleged misuse of donated property and notify GSA of the allegations immediately.
7. The State Agency will take necessary actions to investigate cases of alleged fraud, misuse, or theft and assist GSA or other responsible Federal or State agencies in investigating such cases upon request.
8. The State Agency may enforce compliance action during the period of restriction by requiring payment from the donee under the circumstances and terms listed below:
 - a. Recover the fair value of the property if it has been disposed of improperly.
 - b. Recover the fair rental value if the property was used in an unauthorized manner.
 - c. In enforcing compliance with the terms and conditions imposed on donated property, the State Agency shall coordinate with GSA prior to undertaking the sale of, or making demand for payment of the fair value or fair rental value of donated property subject to any special handling condition or use limitation imposed by GSA, or of donated property which had not been placed into use by the donee within 1 year for the purposes for which acquired or used by the donees for those purposes for 1 year thereafter. Funds derived by the State Agency in the enforcement of compliance will be remitted to GSA involving

a breach of restrictions imposed by GSA. The State Agency may retain the funds for the breach of restrictions imposed by the State Agency.

D. Suspension of Donations

The State Agency may suspend donations of property to a donee for non-compliance cases or nonpayment of service charges.

PART XI CONSULTATION WITH ADVISORY BODIES AND PUBLIC AND PRIVATE GROUPS

A. General Policy

The State Agency will consult advisory bodies and public and private groups, as a matter of general policy as well as in special circumstances, to assist in determining fair and equitable distribution of property based on relative needs, resources, utilization abilities, stated needs, and emergency status of donees. Reference is made to Part VIII *Fair and Equitable Distribution*.

B. Implementation

The State Agency will be in contact with advisory bodies and groups such as Departments of the State Government, Virginia Municipal League, Virginia Association of Counties, Virginia Foundation for Independent Colleges, Association of Virginia Colleges and Universities, Virginia Hospital Association, Catholic Diocese Department of Schools, purchasing groups, and political subdivision administrators. Contacts will be person-to-person such as telephone, visits, or correspondence; attendance at meetings and conferences, and general distribution of information with flyers. Expressions of need, and general and specific requirements, will be solicited from the above groups on behalf of all eligible public and private agencies. When expressions of need and interest are received, GSA will be advised of such requirements, including requirements for specific items of property.

PART XII AUDIT

A. State Agency

At the close of each month a Profit and Loss Statement and Balance Sheet is prepared. Expenditures, receipts, and cash balances are verified each month with the State Comptroller by DGS Bureau of Fiscal Services.

B. Internal Audit

The State Agency will be periodically included in internal audits of the Department of General Services. The internal audit will include a review of the financial affairs and operations of the State Agency.

C. External Audit

The State Auditor of Public Accounts will audit the State Agency at least every two years. The audit will include a review of the conformance of the State Agency with the provisions of the State Plan of Operation and the requirements FMR [102-37.345](#) through [102-37.355](#). The State Agency will submit a copy of the audit report to the GSA regional office and will report all corrective actions taken with respect to any exceptions or violations indicated in the audit report. The State Auditor of Public Accounts operates under the authority of the Legislative Branch of Government. The State Agency operates under the Executive Branch of Government, Secretary of Administration and Finance, Department of General Services. Refer to Exhibit 7, Organization of the Virginia State Government.

D. Additional Audits and Reviews

1. GSA representatives may visit the State Agency to coordinate program activities and review the State Agency operations.
2. GSA may, for appropriate reasons, conduct its own audit of the State Agency following due notice to the Governor of the Commonwealth of the reasons for such audit.
3. All records of the State Agency, including financial, will be available for inspection by GSA, GAO, or other authorized Federal activities.

PART XIII COOPERATIVE AGREEMENTS

- A. The State Agency will enter into or review, or revise cooperative agreements with GSA or other Federal agencies pursuant to the provisions Virginia Code [§2.2-11.23](#), Section 203(n) of the Federal Property and Administrative Services Act of 1949, as amended, and [FMR 102-37.325](#). The agreements may include but not limited to:
1. Use of donable property by the State Agency
 2. Overseas property
 3. Use of Federal facilities and services
 4. Inter-State
- B. Cooperative agreements entered into between GSA and the State Agency may be terminated by either party upon 60 days written notice to the other party. Termination of an agreement between a Federal agency designated by GSA and a State agency, and interstate cooperative distribution agreements, shall be mutually agreed to by the parties.
- C. The State Agency may enter into such other cooperative agreements with eligible agencies in the State as may be deemed necessary or advisable.

PART XIV LIQUIDATION

The State Agency will submit a liquidation plan to GSA prior to the actual termination of State Agency activities in accordance with the specific requirements of FMR [102-37.365](#) through [102-37.370](#).

The plan will include:

1. Reasons for the liquidation;
2. A schedule for liquidating the agency and the estimated date of termination;
3. Method of disposing of property on hand under the requirements of this part;
4. Method of disposing of the agency's physical and financial assets;
5. Retention of all available records of the SASP for a 2-year period following liquidation; and
6. Designation of another governmental entity to serve as the agency's successor in function until continuing obligations on property donated prior to the closing of the agency are fulfilled.

PART XV RECORDS

All official records of the State Agency will be retained for not less than 3 years, except:

1. Records involving property subject to restrictions for more than 2 years will be kept for 1 year beyond the specific period of restriction.
2. Records involving property in compliance status at the end of the period of restriction will be kept for at least 1 year after the case is closed.

PART XVI FORMS

The basic forms with requirements and standards for use by the State Agency are listed below and included as exhibits.

- Exhibit 1. [Distribution Document and Invoice](#)
- Exhibit 2. [Surplus Property Transfer Document \(Standard Form 123\)](#)
- Exhibit 3. [Combat-Type Aircraft Conditional Transfer Document](#)
- Exhibit 4. [Non-Combat-Type Aircraft Conditional Transfer Document](#)
- Exhibit 5. [Vessel Conditional Transfer Document \(50 feet or more in length\)](#)
- Exhibit 6. [Nondiscrimination Assurance](#)
- Exhibit 7. [Chart: Organization of the Virginia State Government](#)

Federal forms may also be accessed from the following [link](#):

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA_BASIC&contentId=10977&noc=T

Additional forms may also be used to serve State Agency operations. The forms may be added, deleted, or changed, but will conform to department, state, and federal requirements.

Exhibit 1 – Distribution Document and Invoice

DGS-43-008 COMMONWEALTH OF VIRGINIA DEPARTMENT OF GENERAL SERVICES

FEDERAL SURPLUS PROPERTY
1910 DARBYTOWN ROAD
RICHMOND, VA 23231

Telephone (804) 236-2781

Fax (804) 236-3663

DISTRIBUTION DOCUMENT AND INVOICE

CUSTOMER (DONEE)						DATE	INVOICE #	
CUSTOMER #						AGENCY CODE	BILLING #	
ADDRESS						PHONE NUMBER ()		
PARTIAL PICK UP			PROPERTY TAKEN	YES	NO	LICENSE NUMBER:		
COMPLIANCE ITEM			CARD ISSUED			FED SURP DATE		
PAYMENT IS DUE WITHIN 30 DAYS OF THIS INVOICE			MAKE CHECKS PAYABLE TO: TRESURER OF VIRGINIA PLEASE ENCLOSE A COPY OF THIS INVOICE WITH PAYMENT			MAIL CHECKS TO: DGS/FISCAL SERVICES PO BOX 267 RICHMOND, VA 23218-0267		
L.I.#	TRANSFER ORDER #	ITEM DESCRIPTION	S C R	UNIT ACQ. COST	TOTAL ACQ. COST	QTY. & UNIT	UNIT SERVICE CHARGE	TOTAL SERVICE CHARGE
SUB TOTAL FROM CONTINUATION SHEET						TOTAL		

The property listed is "as is, where is" with no expressed or implied warranties given. The property listed is for official use of agency listed, and not for personal use. **NOTICE:** Please read additional Terms and Restrictions listed on back. As the duly authorized agent of the above donee, I accept property listed hereon and commit the donee to the certifications and agreements printed on the reverse.

Authorized Signature _____

Property Issued By _____

CERTIFICATIONS AND AGREEMENTS

(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; 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 nonprofit tax-exempt institution or organization, the property is needed and will be used by the recipient for educational or public health purposes, and including research for such 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 and Title VI Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended. Also include 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 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 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 purposes(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, listed hereon, 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 the State agency revert to the State of Virginia and the donee shall release 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, trade, lease, lend, bail, cannibalize, encumber or otherwise dispose of such property, or remove it permanently, for use outside the State, without prior approval from 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 listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or the otherwise disposed of by the donee from the date it received the 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 of 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 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, 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 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 OR PROPERTY LISTED HEREON:

(1) The property acquired by the donee is on an "As is, Where is" basis, without warranty of any kind.

(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 the 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, 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.

Exhibit 2 – Surplus Property Transfer Document (Standard Form 123)
[\(GSA Document Link\)](#)

TRANSFER ORDER SURPLUS PERSONAL PROPERTY		1. ORDER NUMBER(S) a. _____ b. _____		FORM APPROVED OMB NUMBER 3090-0014	PAGE 1 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 GENERAL SERVICES ADMINISTRATION*				8. LOCATION OF PROPERTY			
9. HOLDING AGENCY (Name and address)*				10. FOR GSA USE ONLY			
				SOURCE CODE <input type="checkbox"/>			
				STATE <input type="checkbox"/> <input type="checkbox"/> CITY <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
				TYPE OF DONATION <input type="checkbox"/> <input type="checkbox"/>			
				ADJUSTED ALLOCATION CODE <input type="checkbox"/> <input type="checkbox"/>			
11. PICKUP OR SHIPPING INSTRUCTIONS*							
12. SURPLUS PROPERTY LIST							
L/I 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 Transferee certifies and agrees that transfers and donations are made in accordance with 41 CFR 101-44, and to the terms, conditions, and assurances as specified on this document.		a. TRANSFEREE (Name and address of State Agency, SEA, or public airport)*	b. SIGNATURE AND TITLE OF STATE AGENCY OR DONEE REPRESENTATIVE			c. DATE	
			d. SIGNATURE OF HEAD OF THE SEA (School or National Headquarters)			e. DATE	
14. ADMINISTRATIVE ACTION 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.		a. DETERMINING OFFICER (DOD or FAA)*	b. SIGNATURE OF DETERMINING OFFICER			e. DATE	
		d. GSA APPROVING OFFICER	e. SIGNATURE OF APPROVING OFFICER			f. DATE	

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 Interstate 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

sonal 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 IX 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, as amended, Title IX of the Education Amendments of 1972, as amended, and section 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 through contractual or other arrangements with the transferee is 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 whether intentional or accidental. The State and/or 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 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 14c 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 not 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

Transfer Order Surplus Personal Property (Standard Form 123) (Continuation Sheet)

TRANSFER ORDER SURPLUS PERSONAL PROPERTY <i>(Continuation Sheet)</i>	ORDER NO. (S) a. _____ b. _____	FORM APPROVED OMB NUMBER 3090-0014	PAGE
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SURPLUS PROPERTY LIST *(Continuation of Item 12)*

L/I NO. (a)	IDENTIFICATION NUMBER(S) (b)	DESCRIPTION (c)	DEMIL. CODE (d)	COND. CODE (e)	QUANTITY AND UNIT (f)	ACQUISITION COST	
						UNIT (g)	TOTAL (h)

Exhibit 3 – Combat-Type Aircraft Conditional Transfer Document
([GSA Document Link](#))

The Conditional Transfer Documents below are from [FSS P 4025.5, Donation of Surplus Personal Property](#). The year has been updated to read “20__” in lieu of “19__.”

Conditional Transfer Documents

Some property, because of its special or sensitive nature, requires special handling and may require additional terms and conditions in the documentation by which it is distributed. In addition to the State Agency distribution document, the donation of such property shall be accomplished by the use of a conditional transfer document which contains the additional terms and conditions applicable to the property. For example, vessels (50 feet or more in length) and aircraft with a unit acquisition cost of \$5,000 or more, including all combat-type aircraft, are donated by the State Agency, subject to special handling and use limitations imposed on the donee by GSA pursuant to the requirements of Ch. 1-13, as well as such further terms, conditions, reservations, and restrictions as are imposed on the donee by the State agency in accordance with the Combat-type aircraft conditional transfer document (see fig. 2-9.4 below):

Figure 2-9.4. Combat-type aircraft conditional transfer document

COMBAT-TYPE AIRCRAFT CONDITIONAL TRANSFER DOCUMENT

KNOW ALL MEN BY THESE PRESENTS: That the United States of America, hereinafter called the “General Services Administration” or “GSA,” acting by and through the Commonwealth of Virginia, 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 SASP or the United States 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 Virginia 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 he/she is the person who executed the foregoing instrument and that such instrument was executed under duly delegated authority on behalf of the Virginia State Agency for Surplus Property, and acknowledged the foregoing instrument to be the free act and deed of the Commonwealth of Virginia.

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 he/she is the person who executed the foregoing instrument on behalf of said _____, and acknowledges to me that he/she was duly authorized to execute the foregoing instrument and that he/she 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: _____

Exhibit 4 – Non-Combat-Type Aircraft Conditional Transfer Document
([GSA Document Link](#))

The Conditional Transfer Documents below are from [FSS P 4025.5, Donation of Surplus Personal Property](#). The year has been updated to read “20__” in lieu of “19__.”

Conditional Transfer Documents

Some property, because of its special or sensitive nature, requires special handling and may require additional terms and conditions in the documentation by which it is distributed. In addition to the State agency distribution document, the donation of such property shall be accomplished by the use of a conditional transfer document which contains the additional terms and conditions applicable to the property. For example, vessels (50 feet or more in length) and aircraft with a unit acquisition cost of \$5,000 or more, including all combat-type aircraft, are donated by the State agency, subject to special handling and use limitations imposed on the donee by GSA pursuant to the requirements of Ch. 1-13, as well as such further terms, conditions, reservations, and restrictions as are imposed on the donee by the State agency in accordance with the Non-combat-type aircraft conditional transfer document (see fig. 2-9.3 below):

Figure 2-9.3. Non-combat-type aircraft conditional transfer document

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” or “GSA,” acting by and through the Commonwealth of Virginia, 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 SASP 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.

12. 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 United States 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 Virginia 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 he/she is the person who executed the foregoing instrument and that such instrument was executed under duly delegated authority on behalf of the Virginia State Agency for Surplus Property, and acknowledged the foregoing instrument to be the free act and deed of the Commonwealth of Virginia.

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 he/she is the person who executed the foregoing instrument on behalf of said _____, and acknowledges to me that he/she was duly authorized to execute the foregoing instrument and that he/she 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: _____

Exhibit 5 – Vessel Conditional Transfer Document (50 feet or more in length)
 ([GSA Document Link](#))

The Conditional Transfer Document below is from [FSS P 4025.5, Donation of Surplus Personal Property](#). The year has been updated to read “20__” in lieu of “19__.”

Conditional Transfer Documents

Some property, because of its special or sensitive nature, requires special handling and may require additional terms and conditions in the documentation by which it is distributed. In addition to the State Agency distribution document, the donation of such property shall be accomplished by the use of a conditional transfer document which contains the additional terms and conditions applicable to the property. For example, vessels (50 feet or more in length) and aircraft with a unit acquisition cost of \$5,000 or more, including all combat-type aircraft, are donated by the State Agency, subject to special handling and use limitations imposed on the donee by GSA pursuant to the requirements of Ch. 1-13, as well as such further terms, conditions, reservations, and restrictions as are imposed on the donee by the State agency in accordance with the Vessel conditional transfer document (see fig. 2-9.2 below):

Figure 2-9.2. Vessel conditional transfer document

VESSEL CONDITIONAL TRANSFER DOCUMENT

KNOW ALL MEN BY THESE PRESENTS: That the United States of America, hereinafter called the “General Services Administration” or “GSA,” acting by and through the Commonwealth of Virginia, 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 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 Commonwealth of Virginia, 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 SASP or the United States 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 Virginia 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 he/she is the person who executed the foregoing instrument and that such instrument was executed under duly delegated authority on behalf of the Virginia State Agency for Surplus Property, and acknowledged the foregoing instrument to be the free act and deed of the Commonwealth of Virginia.

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 he/she is the person who executed the forgoing instrument on behalf of the _____ and acknowledged to me that he/she was duly authorized to execute the foregoing instrument and that he/she 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: _____

Exhibit 6 – Nondiscrimination Assurance

The following certification statement is required by donees of the Virginia State Agency for Surplus Property to assure that a donee will comply with GSA's regulations on nondiscrimination.

NON-DISCRIMINATION CERTIFICATION

The donee hereby agrees that the program for or in connection with which any property is donated 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 regulation of the General Services Administration ([41 CFR 101-6.2](#) entitled "*Nondiscrimination in Programs Receiving Federal Financial Assistance*") issued under the provisions of Title VI of the Civil Rights Act of 1964, 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, and Civil Rights Restoration Act of 1987, to the end that no person in the United States shall, on the ground of race, color, natural origin, sex or age, or the no otherwise qualified handicapped person shall solely be 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 donee received Federal assistance from the General Services Administration and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations, that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property, that the United States shall have the right to seek judicial enforcement of this agreement, and this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

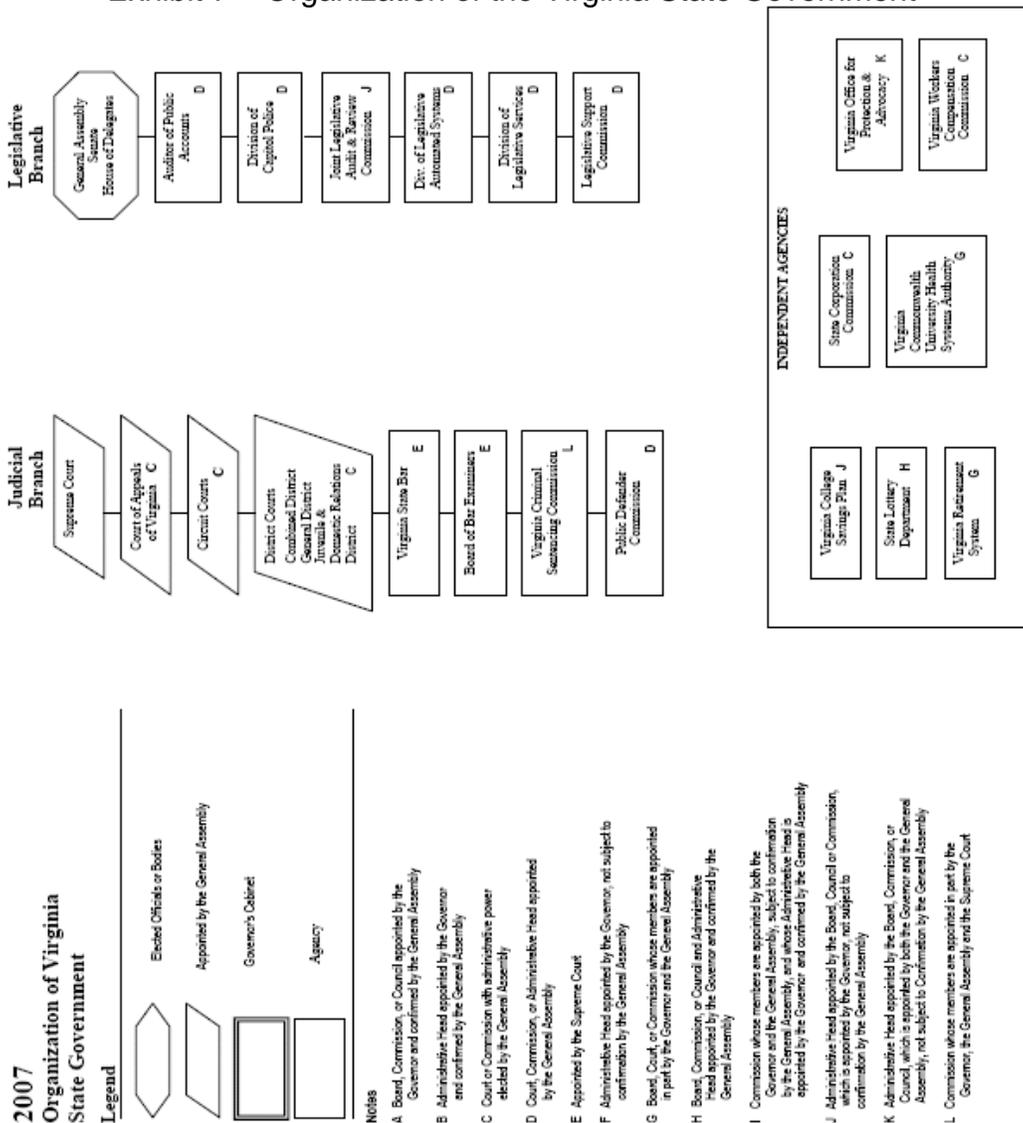
 Signature of Chief Executive Officer/Agency Head

 Date

 Type/Print Name

 Title

Exhibit 7 – Organization of the Virginia State Government



VIRGINIA Organization of State Government

This publication illustrates the overall organization of state government as of July 1, 2007, including the reporting relationship of the agencies and entities with the three separate branches of the government. Seven independent agencies are displayed as well.

Public service telephone numbers are listed. As indicated, several agencies provide telecommunications for the hearing impaired. Information concerning agencies not listed may be obtained from the state operator at 1-800-422-2319.

Executive Branch

