

FEPP 2019

Websites for information.

<https://gsaccess.gov/>

<https://www.adem.arkansas.gov/federal-surplus-property>

Stations with current inventory –

ANSC – 3 Items

BAEG – 2 Items

NEREC – 1 Item

POSC – 1 Item

RIRE – 1 Item

SWREC -7 Items

PTST – 9 Items, if all items surplus this year have been removed

24 items in the Federal Surplus inventory that are over the \$2,500 threshold.

There are still many items under the threshold at the stations.

Federal Screening

GSA holds a 21-day federal screening of property once a federal agency has reported excess property. Both excess and surplus customers can screen personal property simultaneously, though items are available for selection first to federal agencies. After the 21-day screening period, state agencies and non-profit organizations have five days to select the surplus property.

If your station has any item requests/needs please send them to Dr. McKinney or Dr. Slaton for review. The APO officer (Ava Slinkard or Elizabeth Tappana) will have to make the request to the GSA site for items. All items acquired will be added to the federal inventory list to be inventoried every other year.

Arkansas Federal Surplus

During the 5 days after the 21-day screening period, the Arkansas Federal Surplus may pick up items that they bring to the yard in Little Rock. They charge a service fee for all items in there yard. Any items you acquire from the yard in Little Rock will need to be blue tagged, as items are Division property. They will do site visited to check that items are used for the purpose stated at the time acquired. The following GSA rules apply to all items acquired from Arkansas Federal Surplus.

CERTIFICATIONS AND AGREEMENTS

A. THE DONEE CERTIFIES THAT:

- (1) It is either a public agency, a veteran organization, or a nonprofit 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 General Services Administration (GSA).**
- (2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes. If a veteran organization, the property will be used for purposes of providing services to veterans. If a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for such purpose or for programs for older individuals, or for programs providing services to the impoverished. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior written approval from Arkansas Federal Surplus Property (ARFSP).**
- (3) Funds are available to pay all costs and charges incident to donation.***
- (4) Transactions 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, 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, Title IX of the Education Amendment 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 ARFSP, and at the donee's expense, return such property to ARFSP, or otherwise make the property available for transfer or other disposal by ARFSP, provided the property is still usable as determined by ARFSP.**
- (2) Such special handling or use limitations as are imposed by the General Services Administration (GSA) on any item(s) of property received.**

- (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 the GSA revert to the United States of America and, upon demand, the donee shall release such property to the GSA or its designee.

C. THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT 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 purpose(s) for which acquired and for no other purpose(s).
- (2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use, except for such items of major equipment on which the ARFSP designates a further period of restrictions.
- (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 ARFSP revert to the State of Arkansas and the donee shall release such property to person as the ARFSP shall direct.

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

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

disposed of by the donee from the date it receives the property through the period(s) of time the conditions

CERTIFICATIONS AND AGREEMENTS CONTINUED (revised 10-2-19)

imposed by (B) and (C) remain in effect, without the prior approval of the GSA or ARFSP, the donee, at the option of the GSA or the ARFSP, shall pay to GSA or to

ARFSP, as the case may be, the proceeds of this disposal of the fair market value or the fair rental value of the property at the time of such disposal, as determined by the GSA or ARFSP.

- (5) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by

(B) and (C) remain in effect, any of the property is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify ARFSP, and shall, as directed by ARFSP, return the property to ARFSP, 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 ARFSP.

- (6) The donee shall make reports to the ARFSP on the use, condition, and location of the property received, and on other pertinent matters as may be required from time to time by ARFSP.

- (7) At the option of ARFSP, 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 ARFSP.

E. THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY RECEIVED.

- (4) The property acquired by the donee is on an “as is”, “where is” basis, without warranty of any kind.
- (5) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions occurs, GSA or ARFSP will be entitled to reimbursement from the donee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.

F. TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF 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:

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

G. THE DONEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS IMPOSED BY THE ARKANSAS FEDERAL SURPLUS PROPERTY APPLICABLE TO ITEMS DONATED.

- (4) Each motor vehicle and any motorized equipment shall bear the official decal of the donee or the name of the donee in letters not less than three inches in height on each side of the item during the period of compliance.
- (5) If at any time the donee fails to maintain its eligibility status for which it was approved, ALL surplus property still under restriction must be returned at the donees expense (no refunds or credit will be given) failure to comply will result in GSA administrative actions.
- (6) Donees agree to pay the total handling charges within thirty days of the date of the invoice with a check drawn on the account of the donee.

H. THE DONEE AGREES TO THE FOLLOWING PENALTIES AS A CONDITION TO PARTICIPATE IN THE PROGRAM.

- (3) Suspension from the program for a period of 12 months for falsification of documentation provided to ARFSP.
- (4) Suspension from participation in the program when the Donee's account is over 60 days past due, from the date of the invoice, until the account is paid in full.
- (5) If the Donee's account reaches 90 days past due, the donee will be placed on a one year pay-as-you-come-basis. Compliance action may be taken to retrieve the unpaid property. If property must be retrieved the donee will be placed on a one year suspension from the program.
- (6) If a check received for payment is returned as "insufficient funds" the Donee will be placed on a six-month suspension from the program. After the six months is up, the account will be placed on a one year pay-as-you-asis. Additional instances of "insufficient funds" will require an increasing amount of suspension from

the program.