



EDWARD M. BIRN
Director (Direktot)
BERNADINE C. GINES
Deputy Director (Sigundo Direktot)

**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION
DIRECTOR'S OFFICE
(Ufisinan Direktot)
Telephone *(Telifon)*: (671) 475-1101/1250



LOURDES A. LEON GUERRERO
Governor (Maga'hága)
JOSHUA F. TENORIO
Lt. Governor (Sigundo Maga'lóhi)

July 6, 2021

DOA CIRCULAR NO: 2021-020

To: All Department and Agency Heads
From: Director, Department of Administration
Subject: Compliance with Federal Law (94-519)

The Guam State Agency for Surplus Property, pursuant to Federal Law 94-519 and Federal Property Management Regulations, paragraph 101.44, is required to operate a control system that reviews the determination of eligibility status to receive federal donated property on a recurring basis.

In this regard, we are requesting that each agency review and complete the attached application and provide a list of authorized representatives to be responsible for receipt, inventory and record keeping of donated property.

Your attention to these requirements are appreciated. Should you need information or assistance, please contact Mr. Ray Bamba, Program Coordinator with the Guam State Agency for Surplus Property Office at 300-9198.

Thank you and Si Yu'os Ma'ase for your continued support to the Federal Donation Assistance Program.


Edward M. Birn

FEDERAL SURPLUS PROPERTY PROGRAM ELIGIBILITY APPLICATION

Donee #: []

[State] State Agency for Surplus Property (SASP)

[Full address]

[Point of contact, phone, fax, and email]

Organization:

[]

Physical Mail Address (Street Address, City, State and Zip-- No Post Office Box!):

[]

Primary Contact:

[]

Title:

[]

Phone w/Area Code:

[]

Fax w/Area Code:

[]

Email:

[]

Website:

[]

Please choose one among the following (Public Agency, Nonprofit Organization, SEA, VSO, or SBA) which best describes your entity:

Public Agency or Nonprofit Organization: These are tax supported entities or (primarily) educational/health nonprofit programs-- See below and Section 549(c)(3) of title 40, United States Code for a more expansive list. Such programs can acquire both civilian agency and DOD property. Property must be placed into use within 12 months and then used for a specific time period depending on the item type.

[] Public Agency *

Purpose of your public agency:

- [] Conservation
[] Economic Development
[] Public Education G
[] Public Health G
[] Parks & Recreation
[] Public Safety
[] Program for Older Americans
[] Local, City County or State Government
[] Public Airport
[] Indian Tribe, Band, Group or Pueblo
[] Volunteer Fire/Rescue Squads C

[] Public Purposes- Multiple services such as above H

[] Nonprofit Organization **

Purpose of your nonprofit:

- [] Medical Institution B
[] Hospital B
[] Clinic B
[] Health Center B
[] Outpatient Facility B
[] Program for Older Americans D
[] Provider of Assistance to Homeless A
[] Provider of Assistance to Impoverished A
[] School, College or University B
[] School for Persons with Disabilities B
[] Educational Institution B
[] Child Care Center B
[] Preschool B
[] Adult Day Care Center B
[] Educational Radio/TV Station E
[] Museum F
[] Library B
[] Nursing Homes or Geriatric Centers B
[] Alcohol/Drug Abuse Treatment Centers B

* All public agencies must provide proof of public agency status.

** All nonprofits must provide an IRS 501(c) ruling. State tax exempt forms are not acceptable.

All public agencies and nonprofits must provide financial information-- basic budget information, funding sources, etc.

A Must provide letter from a public official certifying that those receiving services are primarily homeless or impoverished.

B Must provide evidence of either licensing (recognition or approval by appropriate State or local authority; accreditation (approved by a recognized regional, state, or national board); or approval (recognition and approval by State Department of Health or Education; or other appropriate authority).

C Must provide evidence of public funding and/or legislative authority; must also provide evidence of approval by proper government authority.

D Must provide evidence of funding under the Older Americans, Social Security, Economic Opportunity, or Community Services Block Grant Act.

E Must provide proof of Federal Communications Commission (FCC) licensing.

F Must sign attached museum access agreement.

G Public health and educational "institutions" must provide evidence of either licensing (recognition or approval by appropriate State or local authority); accreditation (approved by a recognized regional, state or national board); or approval (recognition and approval by State Department of Health or Education, or other appropriate authority).

H Please contact the SASP for instructions on whether it is best to submit a separate application for each public program managed.

Note: All applicants whose eligibility is dependent on any type of licensing, accreditation, approval, or annual funding, must provide evidence of such upon expiration/renewal to ensure continuing eligibility.

[] Service Educational Activity (SEA): These are programs of special interest to the Armed Services and DOD. See Section 549(d) of Title 40, USC. SEAs include American National Red Cross, Boy/Girl Scouts, Little League Baseball, United Service Organization, Young Marines, and many others. For a complete listing of SEAs, view DOD's 4160.21-M manual (Sections 6-4 through 6-22 and Attachment 6.1-1 & 2). SEAs can only acquire DOD property and must provide proof of approval as an SEA.

[] Veteran Service Organization (VSO): These are organizations recognized by the VA that provide services to veterans. VSOs include the American Legion, AMVETS, Marine Corps League, Veterans of Foreign Wars, and many others. For a complete listing, visit https://www.va.gov/ogc/recognizedvsos.asp. VSOs can acquire both civilian agency and DOD property. VSOs are not required to be nonprofit to be eligible, but must provide proof of approval as a VSO and a written statement certifying that at least 33% of its members are veterans.

[] Small Business Administration (SBA) Activity: These are designated by SBA as 8a Business Development (BD) activities. SBAs can acquire both civilian agency and DOD property and must provide written verification (letter or email) of your status from SBA. SASPs may verify 8a BD status at https://web.sba.gov/dsbs/search/dsp_dsbs.cfm

[] Veteran Owned Small Business (VOSB): These are businesses certified by the VA. VOSBs can acquire both civilian agency and DOD property. SASPs may verify VOSB status at https://www.vip.vetbiz.va.gov/government-home/

[] RISE Act Participants: Reserved

Note: If your organization was not listed above and you wish to further discuss, please contact the SASP at:

[Point of contact, phone, fax, and email]

Program Narrative: Applicants must provide a written description of program(s), including such details as population served, number of individuals served, hours of operation, number of full-time/part-time staff, staff qualifications, description of facilities, square footage, financial information-- basic budget information, funding sources, etc. Applicants may substitute copy of program brochure or website reference provided it lists similar details.

If more space is needed, proceed to Page 5.

Authorized Representative Listing: Applicants must provide a list of persons authorized to sign for the release of property on its behalf. Individuals listed on prior applications will be deleted. A valid driver's license or state issued photo identification may be required prior to entering state or federal facilities. Those who sign below represent that they have read and understand all information contained in this application (including the fine print) and they will abide by the aforementioned agreements, certifications, assurances and statements. Museum applicants acknowledge they understand and will abide by the Museum Access Agreement, the Certification & Agreement Statement and the Nondiscrimination Assurance Statement as well.

Printed Name <input style="width: 95%;" type="text"/>	Title <input style="width: 95%;" type="text"/>	Phone Number (Include Area Code) <input style="width: 95%;" type="text"/>
Email Address <input style="width: 95%;" type="text"/>	Date (MM/DD/YYYY) <input style="width: 95%;" type="text"/>	Signature <input style="width: 95%;" type="text"/>
Printed Name <input style="width: 95%;" type="text"/>	Title <input style="width: 95%;" type="text"/>	Phone Number (Include Area Code) <input style="width: 95%;" type="text"/>
Email Address <input style="width: 95%;" type="text"/>	Date (MM/DD/YYYY) <input style="width: 95%;" type="text"/>	Signature <input style="width: 95%;" type="text"/>
Printed Name <input style="width: 95%;" type="text"/>	Title <input style="width: 95%;" type="text"/>	Phone Number (Include Area Code) <input style="width: 95%;" type="text"/>
Email Address <input style="width: 95%;" type="text"/>	Date (MM/DD/YYYY) <input style="width: 95%;" type="text"/>	Signature <input style="width: 95%;" type="text"/>

To include additional representatives, proceed to Page 5.

Museum Access Agreement (Museum Applicants only!):

As part of the Federal Surplus Property Donation Program, "museums"-- pursuant to Section 23 of Public Law 114-287 and Federal Management Regulation (FMR) Part 102-37-- agree that from an operational standpoint toward fulfilling the museum's mission and function for the general public that the museum will: Accede to any request submitted for access during typical "business" hours, interpreted here to be approximately 9:00am to 4:00pm, Monday through Friday-- although a reasonable variation from these hours may be considered due to individual circumstances (e.g. location of museum requiring strict business hours that deviate from the aforementioned time parameter).

Print Name and Title of Head Authorized Museum Official <input style="width: 95%;" type="text"/>	Date (DD/MM/YYYY) <input style="width: 95%;" type="text"/>	Signature <input style="width: 95%;" type="text"/>
--	--	--

Property "Want" or "Needs" List: Applicants must provide a listing of specific property items desired or the general categories of items desired:

Certification & Agreement Statement (Including Conditions, Reservations and Restrictions):

TO BE INCLUDED ON THE STATE AGENCY FOR SURPLUS PROPERTY (SASP) ISSUE OR DISTRIBUTION DOCUMENT.

(a) THE DONEE CERTIFIES THAT:

- (1) It is a public agency or a nonprofit institution or organization exempt from taxation under section 501 of the internal Revenue Code of 1954 within the meaning of section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and/or the regulations of the General Services Administration (GSA).
- (2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area and one or more public purposes, or, if a nonprofit, tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for any such purpose, or for programs for older individuals. The property is not being acquired for any other use or purpose, or for sale or other distribution or for permanent use outside the State, except with prior written approval of the SASP.
- (3) Funds are available to pay all costs and charges incident to donation, including but not limited to shipping fees, repairs, costs relating to making a donated item serviceable.
- (4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus property issued under title VI of the Civil Rights Act of 1964, Section 606 of title VI of the Federal Property and Administrative Services Act of 1949, as amended, section 504 of the Rehabilitation Act of 1973, as amended, title IX of the Education Amendments of 1972, as amended, and section 303 of the Age Discrimination Act of 1975.

(b) THE DONEE AGREES TO THE FOLLOWING CONDITIONS:

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

(c) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE SASP, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT, FOREIGN GIFTS, OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE IN LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:

- (1) The property shall be used only for the purpose(s) for which acquired, and for no other purpose(s).
- (2) There shall be a period of restriction which will expire after such property has been used for the purposes(s) for which acquired for a period of 18 months from the date the property is placed in use.
- (3) In the event the property is not used as required by c (1) and (2), and Federal restrictions (b)(1) and (b)(2) and (f) have expired, then title and right to the possession of such property shall at the option of the SASP revert to the SASP and the donee shall release such property to such persons as the SASP 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), (c), and (f), remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently for use outside the State, without the prior approval of GSA under (b), (c), and (f), or the SASP under (c) and (f). 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 SASP, shall be remitted promptly by the donee to GSA or the SASP, as the case may be.
- (2) In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (b), (c), and (f) remain in effect, without the prior approval of GSA or the SASP, the donee, at the option of GSA or the SASP shall pay to GSA or the SASP, 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 SASP.
- (3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b), (c), and (f) 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 SASP, and shall, as directed by the SASP, return the property to the SASP, release the property to another donee, or another SASP, or to a department or agency of the United States, sell, or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the U.S. Government.
- (4) The donee shall make reports to the SASP 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 SASP. The SASP reserves the right to, at its discretion, conduct on-site, virtual, telephonic, written reviews of property acquired for use to ensure the donee is properly utilizing the property and following all applicable program rules.
- (5) At the option of the SASP, the donee may abrogate the State conditions set forth in (c) and the State terms, reservations, and restrictions pertinent thereto in (d) by payment of an amount determined by the SASP in conjunction with GSA.

(e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:

- (1) The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind, and the Government of the United States of America, as well as the SASP will be held harmless from any or all debts, liabilities, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.
- (2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations, or restrictions occurs, GSA or the SASP, as the case may be, will be entitled to reimbursement from the donee out of the insurance proceeds of an amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.

Certification & Agreement Statement (Including Conditions, Reservations and Restrictions):

(f) THE DONEE AGREES TO THE FOLLOWING ADDITIONAL SPECIAL TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 OR MORE, AND FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:

(1) The donation shall be subject to the additional special terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document or other agreement executed by the authorized donee representative, as well as the conditions set forth in C, at a minimum.

Sample Restriction Periods:

These are the general restriction periods for most types of property received. It is the applicant's responsibility to research, understand and comply with the specific restrictions placed upon each piece of property received.

Property must be placed into use within 12 months and used for a minimum compliance or restriction period of 12 months depending on the type of property. Special restrictions are applied to items with an original government unit acquisition cost of \$5,000 or more, passenger motor vehicles, NASA artifacts, noncombat aircraft and vessels over 50', noncombat flyable aircraft, combat aircraft and vessels 50' and greater, and firearms. See the SASP for specific restrictions and questions on all items acquired, including the following:

- Property with an original gov't unit acquisition cost of less than \$5,000 or more = 12 months
- Property with an original gov't unit acquisition cost of \$5,000 or more and passenger motor vehicles = 18 months
- NASA artifacts = 60 months & Perpetuity
- Noncombat Aircraft and Vessels 50' and greater = 60 months
- Combat Aircraft and Vessels over 50' = Perpetuity
- Firearms = Perpetuity

Note: SEAs can only acquire DOD property and are only subject to a 12 month restriction period!

SBA activities can acquire civilian agency and DOD property, but must use the property during its term of participation in the SBA program plus one year!

Nondiscrimination Assurance Statement:

ASSURANCE AND 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 Service Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 303 of the Age Discrimination Act of 1975.

Hereinafter called the "Donee", agrees that the program for or in connection with which any property is donated to the Donee will be conducted in compliance with, and the Donee will comply with and will provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulation of the General Service Administration (41 CFR 101.6-2, PR 101-8) issued under the provisions of Title VI of the Civil Rights Act of 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 grounds of race, color, national origin, sex or age, or that no person with disabilities shall solely by reason of their disability, be excluded from participation in or be denied the benefits of, or be subject to discrimination under any program or activity for which the Donee receives Federal Assistance from the General Services Administration.

The Donee hereby gives assurance that it will immediately take any measure necessary to effectuate this agreement.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by Governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, state, or local) terminated for cause of default.

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

My signature below represents that I have read and understand all of the information contained in this application (including the fine print). My signature below represents that I have accurately completed this form to the best of my ability and that my agency, organization, business and representatives will abide by the aforementioned agreements, certifications, assurances and statements.

Print Name and Title of Applicant's Head Authorized Official	Date (DD/MM/YYYY)	Signature

(Internal SASP Use Only)			
Print Name and Title of SASP Reviewing/Processing Official (Optional)	Date (DD/MM/YYYY)	Signature	
Print Name and Title of SASP Head Approving Official	Date (DD/MM/YYYY)	Signature	
Approved:	License/Accreditation/Approval Date:	Eligibility Expiration Date:	Notes
<input type="checkbox"/> YES <input type="checkbox"/> NO			

Program Narrative (Continued): Applicants must provide a written description of program(s), including such details as population served, number of individuals served, hours of operation, number of full-time/part-time staff, staff qualifications, description of facilities, square footage, financial information-- basic budget information, funding sources, etc. Applicants may substitute copy of program brochure or website reference provided it lists similar details.

Authorized Representative Listing (Continued): Applicants must provide a list of persons authorized to sign for the release of property on its behalf. Individuals listed on prior applications will be deleted. A valid driver's license or state issued photo identification may be required prior to entering state or federal facilities. Those who sign below represent that they have read and understand all information contained in this application (including the fine print) and they will abide by the aforementioned agreements, certifications, assurances and statements. Museum applicants acknowledge they understand and will abide by the Museum Access Agreement, the Certification & Agreement Statement and the Nondiscrimination Assurance Statement as well.

Printed Name <input style="width: 95%;" type="text"/>	Title <input style="width: 95%;" type="text"/>	Phone Number (Include Area Code) <input style="width: 95%;" type="text"/>
Email Address <input style="width: 95%;" type="text"/>	Date (MM/DD/YYYY) <input style="width: 95%;" type="text"/>	Signature <input style="width: 95%;" type="text"/>

Printed Name <input style="width: 95%;" type="text"/>	Title <input style="width: 95%;" type="text"/>	Phone Number (Include Area Code) <input style="width: 95%;" type="text"/>
Email Address <input style="width: 95%;" type="text"/>	Date (MM/DD/YYYY) <input style="width: 95%;" type="text"/>	Signature <input style="width: 95%;" type="text"/>

Printed Name <input style="width: 95%;" type="text"/>	Title <input style="width: 95%;" type="text"/>	Phone Number (Include Area Code) <input style="width: 95%;" type="text"/>
Email Address <input style="width: 95%;" type="text"/>	Date (MM/DD/YYYY) <input style="width: 95%;" type="text"/>	Signature <input style="width: 95%;" type="text"/>

Printed Name <input style="width: 95%;" type="text"/>	Title <input style="width: 95%;" type="text"/>	Phone Number (Include Area Code) <input style="width: 95%;" type="text"/>
Email Address <input style="width: 95%;" type="text"/>	Date (MM/DD/YYYY) <input style="width: 95%;" type="text"/>	Signature <input style="width: 95%;" type="text"/>

Printed Name <input style="width: 95%;" type="text"/>	Title <input style="width: 95%;" type="text"/>	Phone Number (Include Area Code) <input style="width: 95%;" type="text"/>
Email Address <input style="width: 95%;" type="text"/>	Date (MM/DD/YYYY) <input style="width: 95%;" type="text"/>	Signature <input style="width: 95%;" type="text"/>

Property "Want" or "Needs" List (Continued): Applicants must provide a listing of the specific property items desired or the general categories of items desired: