



GSA Federal Acquisition Service

5/20/2024

Lic. Karla F. Mercado Rivera
Administración de Servicios Generales (ASG)
Centro Gubernamental Roberto Sánchez Vilella
Torre Norte Piso 12
330 Ave. De Diego
Santurce, PR 00911

Dear Lic. Mercado Rivera,

We have completed our review of your proposed revisions to the Puerto Rico State Plan of Operation. The proposed changes are administrative in nature and are in accordance with the Federal Management Regulation (FMR 102-37 Appendix B). Therefore, GSA approves the proposed changes to your State Plan of Operation.

The attached state plan serves as your final approved plan on file with GSA.

Questions concerning this response should be directed to Christina Shaw at christina.shaw@gsa.gov.

Sincerely,

DocuSigned by:

8F31F54AC2F8491...
Erville Koehler
Assistant Commissioner
General Supplies and Services Category

Attachment



**ADMINISTRACIÓN DE SERVICIOS GENERALES
COMMONWEALTH OF PUERTO RICO**

**PUERTO RICO STATE AGENCY FOR SURPLUS PROPERTY
STATE PLAN OF OPERATION**

A handwritten signature in black ink, appearing to read 'Karla Mercado', written over a horizontal line.

Lic. Karla G. Mercado Rivera

Administrator

Date: May 14, 2024

Commonwealth of Puerto Rico
Federal Surplus Property Program
Puerto Rico State Agency for Surplus Property (PRSASP)
State Plan of Operation

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Article 1. Legal Basis

Act 73-2019, as amended (3 L.P.R.A. §9833f), designated the General Services Administration of Puerto Rico (“ASG” by its Spanish Acronym) as the Government of Puerto Rico’s agency in charge of implementing the Federal Program for the Donation of Surplus Property and Administrative Services Act of 1949, as amended (41 U.S.C. §251 et seq). Act 28 of March 26, 1979, as amended, developed the Operational Plan for the Government of Puerto Rico, pursuant to Public Law 94-519, approved October 17, 1976.

This Operational Plan is developed pursuant to 40 U.S. Code §541 et seq., 41 CFR 102-37, and Act 73-2019. Particularly, Articles 22 and 23 of Act 73-2019 govern the General Services Administration’s role in implementing the Federal Program for the Donation of Surplus Property and Administrative Services Act of 1949, as amended.

Article 2. Title

This document shall be known and referenced as the Puerto Rico “State Plan of Operation” or “State Plan”.

Article 3. Definitions

For the purposes of this Plan, the following terms shall have the meaning indicated:

Administration or **ASG** - The General Services Administration of the Government of Puerto Rico, as created by Act 73 of 2019, as amended.

Administrator - The Administrator of the General Services of the Government of Puerto Rico or the official to whom she/he delegates.

Donee - An approved entity able to receive Federal surplus property, whether it be an eligible public agency, a nonprofit organization in health or education, or other eligible entity.

Federal Surplus Property Program - Federal Program for the Donation of Surplus Property, under the Federal Property and Administrative Services Act of 1949, as amended. Also, referred to as the “donation program”.

Federal Regulations - Federal Property Management Regulations, in Title 41 of the Code of Federal Regulations, Part 101-44.

GSA – Acronym for the U.S. General Services Administration.

State Plan - This written agreement between the Commonwealth of Puerto Rico and GSA outlining how Puerto Rico will implement the Federal Surplus Property Program in Puerto Rico in accordance with all applicable laws and statutes.

PRSASP – Acronym for the Puerto Rico State Agency for Surplus Property.

Surplus Property - Personal property belonging to the Government of the United States, not needed by any Federal agency.

Article 4. Designation of the State Agency for Surplus Property

- (a) *Designation.* The General Services Administration of Puerto Rico (“ASG” by its Spanish Acronym) is hereby designated as the State Agency for Surplus Property (SASP) responsible for administering the Federal Surplus Property Program for Puerto Rico, as authorized by Act 73-2019 and in accordance with 40 U.S.C. 549 and 41 CFR 102-37.130 through 102-37.135.
- (b) *Authority.* Public Act 73-2019, as amended (3 L.P.R.A §9833f), designated the General Services Administration of Puerto Rico as the Government of Puerto Rico’s agency in charge of implementing the Federal Program for the Donation of Surplus Property and Administrative Services Act of 1949.
- (c) *Responsibilities.* The PRSASP will acquire and distribute surplus property to eligible donees and carry out the requirements of the State Plan. The PRSASP will accomplish these duties on a direct donation basis or via a warehouse setting.
- (d) *Organization.* The PRSASP shall be managed by a staff comprised of a minimum of at least three employees including a surplus property manager or director; a compliance officer or inspector; and a clerk or secretary. The responsibilities for performing eligibility shall be assigned to one or more of the above and/or a possible fourth employee. Additional employees may be added as needed.
- (e) *State Official In Charge.* The PRSASP manager or director shall directly report to the following: Assistance Administrator for Service to the Agencies Division.
- (f) *Physical Address.* The PRSASP operates from the ASG Office located at:
Centro Gubernamental Minillas
Torre Norte, Piso 12
José De Diego Avenue
Hato Rey, Puerto Rico
- (g) *Postal Address.* The PRSASP will use the following address for all correspondence:
PO Box 41429
San Juan, PR 00940
- (h) *Direct Donation Program.* The PRSASP currently does not operate a warehouse or storage facility, nor does it collect service charges on items which the PRSASP donates. As such, the PRSASP operates a “direct donation” program which means that donees are responsible for picking up property directly from Federal agencies. Nonetheless, this plan is written in such a manner to provide the PRSASP with the flexibility to warehouse property.

Article 5. Operational Authority

As delegated by Act 73-2019, the Administrator shall have the authority to:

- (a) Implement and administer the Operational Plan for the Government of Puerto Rico through the Surplus Property Program;

- (b) Request, receive and distribute surplus Federal property, fairly and equitably, among eligible donees in the Government of Puerto Rico;
- (c) Furnish all the certificates and agreements leading to the purchase and utilization of surplus federal property that is, or could be, required by the Administrator of the United States General Services Administration;
- (d) Perform all the necessary steps to comply with the 40 U.S. Code §541 et seq., 41 CFR 102-37, Act 73-2019 and the regulations promulgated thereunder.
- (e) Reach agreements, in cooperation with the Federal Government, regarding the purchase and utilization of surplus Federal property;
- (f) Carry out the studies and investigations needed to comply with the Federal program.

In pursuit of these objectives, and in accordance with Article 22 of Act 73-2019, the Administrator may dispose of the public goods declared surplus property through the following means:

- (a) Transfer at a nominal service charge to the Executive Branch, or its agencies or instrumentalities, that are obliged by Act 73-2019 to acquire and dispose of the property with the intervention of the Administration;
- (b) Transfer at nominal service charge price to those exempt entities that are not bound by Act 73-2019 to acquire and dispose of the property with the intervention of the Administration;
- (c) Transfer at a reasonable service charge to duly constituted non-profit entities, serving a social purpose, and qualified in one of their social programs to receive funds from the Government of Puerto Rico;
- (d) Transfer at a reasonable service charge to a specific government agency of the United States of America, whether Federal or state;

Article 6. Inventory Control and Accounting Systems

(a) *Inventory Control.* The PRSASP shall implement a computerized management control and accounting computer system (including various spreadsheets/databases) to effectively govern the utilization, inventory control and disposal of property. This system shall ensure effective control of property by the PRSASP from "receipt to issue". Whenever property is donated to a donee "directly" from a Federal holding facility, the PRSASP will implement adequate procedures to ensure that the PRSASP confirms that property has been picked up in a timely manner by an authorized donee representative. Additionally, the PRSASP will ensure that it records the in-use date for all "compliance items" and that the property has been continuously used for the duration of the restriction period. For purposes of establishing the in-use date, the PRSASP will assume that property is placed into use immediately after pickup unless otherwise communicated by the donee. The PRSASP will communicate this policy through verbal and written reminders to donees. At a minimum, such a statement shall be included on the PRSASP's distribution document.

- (1) *Receipt.* The PRSASP receives property via an approved GSA SF123 Form.
- (2) *Distribution.* Distribution of Property is made only to recognized authorized donee representatives whose signatures are on file with PRSASP. PRSASP may (i) deliver the property directly from the Federal Agency, or (ii) authorize the donee to pick up the property directly from the Federal agency, or (iii) allow the donee to screen and select property from a warehouse operated by the PRSASP. The delivery

method will be documented in Delivery of Receipt Form SPUD 11 or any other designated form. All items distributed are identified by their respective SF123 identification and item number, in order to maintain an adequate chain of custody until final disposition.

- (3) *Donee Receipt.* The donee is required to notify PRSASP of the date of receipt of the property and to confirm the quantity received by returning a copy of the receipt report signed by the authorized donee representative.
- (4) *Shortage or Overage.* If the quantity received is different than the quantity allocated PRSASP will create a report on shortages and excesses and complete an SF123 Form in accordance with Section 101-44.115 of the Federal Regulations.
- (5) *Report.* At the end of every quarter, PRSASP submits a report to the United States GSA (Form GSA 3040) showing the total acquisition cost of items received for the period and the total items distributed within the time period and to what type of organization.

(b) *Accounting System.*

- (1) *Fiscal Accounting.* The fiscal accounting of PRSASP is performed in conjunction with the financial division of ASG, and according to Federal and Puerto Rico laws, and any associated rules and regulations. PRSASP follows the Generally Accepted Accounting Principles (GAAP) in their Accounting System. Records for property requested by the PRSASP and approved by GSA for use by the PRSASP shall be maintained on separate records from those of donable property. PR SASP don't receive financial funds for any property donation.
- (2) *Accounts.* The Property Accounting and Inventory System employed by PRSASP provides and maintains all records and accounts required for a full accounting of all property requested, received, issued, and disposed monthly status, including:
 - i. Register of property applied for and received;
 - ii. All distribution documents;
 - iii. Accounts receivable reports;
 - iv. Monthly register and distribution reports.

Article 7. Return of Donated Property

- (a) *Acceptance of Property.* Property is transferred and accepted on an "as is- where is" basis, and it is the donee's responsibility to verify the property's condition prior to accepting and transporting it. If the property needs repair, prior to the acceptance, the PRSASP can request the donee to certify in writing that it will appropriately repair the property
- (b) *Unused Property.* When a determination has been made by the PRSASP that the property has not been placed into use for the purpose for which it was donated within 12 months from the date of receipt of the property, or when the donee has not used or stopped using the property during the designated compliance period. As determined by the PRSASP in consultation with GSA, the property may be returned by the donee to a location designated by the PRSASP. Any cost associated with the property's return are the donee's responsibility and may include maintaining the property in an appropriate and safe location.
- (c) *Form of Return.* Property return may be accomplished by:

- (1) Physically return the property at the donee's expense to the PRSASP as required by the PRSASP;
- (2) Re-transfer, at the donee's expense, directly to another donee, SASP, or Federal agency;
- (3) Authorize the sale of the property, with the GSA approval., in accordance with 41 CFR 102-37.310;
- (4) GSA authorized secondary utilization;
- (5) GSA authorized abandonment or destruction, in accordance with 41 CFR 102-37.320;
- (6) Any other action prescribed by GSA.

Article 8. Financing and Services Charges

- (a) PR SASP is supported by an annual appropriated budget which is received from self-funds, and state funds. It does not dependent on service charges for operational costs. Therefore, the PR SASP will not charge for the distribution services of surplus federal property to donees.
- (b) PR SASP facilities are paid for by appropriated budget; accordingly, any sale of PR SASP facilities would remit funds in accordance with PR statute since there are no service charges involved.
- (c) PRSASP Costs. The PRSASP administer and operate the program to include but are not limited to the following basic cost areas:
 - (1) Personnel costs, consisting of salaries, wages, fringe benefits, and prorated ASG Human Resource Department costs;
 - (2) Transportation costs, including purchase, operations, and maintenance of cars and trucks;
 - (3) Telephone communications;
 - (4) Administrative and accounting costs;
 - (5) Printing and media distribution.
- (d) Donee Responsibilities. The recipients of property through the program are responsible for arranging the pickup of donated items they are awarded and pay for all transportation, packing, crating, and handling related costs.

Article 9. Restrictions, Terms, & Conditions on Donated Property

- (a) *Public Purpose.* All the property acquired through PRSASP must be used for a public purpose.
- (b) *Terms and Conditions.* The PRSASP may impose reasonable terms, conditions, reservations, and restrictions on the use of specific Federal surplus property donated, in addition to those required by GSA on items with a unit acquisition cost of five thousand dollars (\$5,000) or more, or passenger motor vehicles, described in section (f) below. The PRSASP may also amend or exonerate the donee from any additional term, condition, reservation, or restriction that has been imposed on donated Federal surplus property, pursuant to the prescribed standards.
- (c) *Use of Property.* The PRSASP shall impose on all donees, the requirement that all property donated through the PRSASP shall be put to use within one (1) year after its donation and be

used for at least one (1) year after being put to use. Noncompliance with this requirement may result in the property being returned to the PRSASP, as long as it is usable. When GSA has determined that the property has not been put into use by the donee within one (1) year from the date in which it was received, or when the donee has not used the property according to the restrictions, terms, and conditions imposed for the one (1) year term after the date it was received, and according to the GSA's determination, the property, under any of the aforementioned circumstances, is still usable, should the PRSASP require it, the donee must return the property, paying all expenses to GSA, so that the latter may dispose of such property through to the corresponding action.

- (d) *Special Conditions.* The PRSASP shall impose on the donation of federal surplus property, regardless of the unit acquisition cost, those conditions that involve special handling or limitations in its use, and which constitute conditions as GSA may determine necessary because of the nature of the property.
- (e) *Application.* PRSASP will require each eligible donee, as a condition of eligibility, to file with the PRSASP the appropriate application, a certification of eligibility, and an agreement to abide by certain terms and conditions set forth by GSA. Each form must be signed by the authorized legal representative of the donee, agreeing to these requirements prior to the donation of any surplus property. PRSASP may require proof of authorization prior to accepting a representative of the donee's appearance.
- (f) *Periods of Restriction.* The following periods of restriction are established by PRSASP on all items of property with a unit acquisition cost of five thousand dollars (\$5,000) or more, and on all passenger vehicles:
 - (1) Every motor vehicle for passengers shall have a restriction period of eighteen (18) months from the date the property is placed in use.
 - (2) Properties with a purchase price per unit of five thousand dollars (\$5,000) or more shall have restriction period of eighteen (18) months from the date the property is placed in use.
 - (3) Aircraft (except combat types) and vessels of fifty (50) or more feet shall have a restriction period of sixty (60) months from the date the property is placed in use, provided that these donations shall be subject to the requirements established in the conditional transfer document.
 - (4) Combat aircraft shall have a perpetual restricted period, provided that these donations shall be subject to the requirements established in the conditional transfer document.
- (g) *Reduction of Restriction Periods.* The PRSASP may reduce the period of restriction on items of property falling within the categories in paragraphs (1) and (2) of Subsection (f) above at the time of the donation for justified reasons such as the condition of, or the use proposed for, the property, but the reduced term cannot be less than eighteen (18) months from the date the property is placed in use.
- (h) *Restrictions on Property.* The PRSASP 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 satisfaction of PRSASP, and have been made a matter of public record:
 - (1) *Secondary Utilization of Cannibalization.* Secondary utilization or cannibalization may be accomplished, provided that:

- i. 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;
 - ii. Components with a single item acquisition cost of five thousand dollars (\$5,000) or more will remain under the restrictions imposed by the transfer document. Components with a single item acquisition cost of less than five thousand dollars (\$5,000) will be released from the restrictions imposed by the transfer document. All components, regardless of acquisition cost will continue to be used or be otherwise disposed of in accordance with applicable law and regulations;
 - iii. A written report of such action is made by the donee to PRSASP, including a list of all components, resulting from the secondary utilization or cannibalization.
- (2) *Trade-in of an Item on a Similar Replacement.* An item of donated personal property may be traded in or used as whole or partial payment for another like item of property, provided:
 - i. When the request is made, the item being traded-in is in compliance and the donee has not violated the terms, conditions, reservations, or restrictions placed on it and it is still in a restricted period;
 - ii. The item being traded-in has been used by the donee for an eligible purpose; or
 - iii. The item acquired is made subject to the period of restriction remaining on the item traded in.
 - iv. All trade-ins are subject to GSA approval per FMR 102-37.465(c)(2)
- (3) *Abrogation.* Except in cases involving donee noncompliance with the terms and conditions of donated property, abrogation of additional restrictions imposed by the PRSASP may be authorized by the PRSASP. For any abrogation based upon a donee request to sell the donated Federal property, the PRSASP may allow some share of the proceeds to be retained by the donee if proper use of the Federal property occurred within the Federally required continuous time period of one (1) year.
- (4) *Revision of the Acquisition Cost.* In the event that the original acquisition cost of item appears incorrect, the PRSASP must submit a written request to the GSA approving official. GSA will review the request and make an acquisition cost adjustment if it is appropriate.
- (5) *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 PRSASP, with approval of GSA, and PRSASP shall prescribe the means and methods whereby the property shall be destroyed or abandoned.
- (6) *Enforcement of Compliance.* The enforcement of the terms, conditions, reservations, and restrictions imposed by PRSASP on donated property, or the remedy of breaches of such terms and conditions, may be satisfied:

- i. When payment is made to GSA, for deposit in the U.S. Treasury, of any and all fair rental values due and payable for any unauthorized use of donated property;
 - ii. When payment is made to GSA, for deposit in the U.S. Treasury, of either the fair market value or gross proceeds of sale, whichever is in the best interest of the Government of Puerto Rico, for the unauthorized disposal or destruction of donated property;
 - iii. When donated property is recovered by PRSASP and custody, accountability, and distribution of such reverted property are the responsibilities of PRSASP; or
 - iv. A letter of corrective action is submitted to PRSASP, outlining improved accountability and use procedures.
- (7) *Reduction in the Period of Restriction.* Provided an item of donated property is not in noncompliance status, a reduction in any state-imposed period of restriction may be authorized when a revised standard covering the period of restriction is promulgated by the PRSASP.
- (8) *Limitations.* These provisions are not applicable when:
- i. Donated property is recovered by PRSASP, and custody, accountability, and distribution of such reverted property are the responsibilities of the Government of Puerto Rico with respect to donated military-type aircraft or other items or property on which GSA has special handling conditions or use limitations.
 - ii. Property which was not placed in use within one (1) year of its donation date, and continuously used for one (1) year from the initial use date, except with respect to secondary use or cannibalization as provided in 41 CFR 102-37.470.

Article 10. Nonutilized or Undistributed Property

Currently, the PRSASP operates on a "direct donation" basis. As such, the PRSASP should not have any undistributed property; however, any and all property in the possession of PRSASP which cannot be utilized by eligible donees shall be reported by the PRSASP to the GSA for disposal authorization, in accordance with 41 CFR 102-37.290.

The PRSASP may transfer such property to another SASP or Federal agency as approved by GSA; request GSA sell such property; or seek approval from GSA to abandon or destroy property that is unutilized and unserviceable, that has been deemed to have no commercial value, or whose handling cost exceeds the estimated sales value. The request will include:

- (a) A detailed description of the property, its condition, and the total acquisition cost;
- (b) The method of destruction or the abandonment location;
- (c) A statement of any risks to public health or safety, according to the applicable laws and regulations;
- (d) The signature of the PRSASP director requesting approval for the abandonment or destruction.
- (e) The PRSASP may also make other arrangements as approved by GSA.

Article 11. Fair & Equitable Distribution of Surplus Federal Property

- (a) *Fair and Equitable Distribution.* PRSASP will promptly make property available to eligible donees in Puerto Rico on a fair and equitable basis based on their relative needs, resources, and ability to utilize the property
- (b) *Distribution.* Currently, the PRSASP operates on a direct donation basis whereby donable property is transferred directly from a Federal agency to an eligible donee.
- (c) *Selected Property By Eligible Donees.* The PRSASP will insofar as practicable, select property requested by eligible donees and, if requested by the donee, arrange for shipment of the property directly to the donee.
- (d) *Relative Needs.* In considering requests of potential recipients, the criteria for determining relative needs will be:
 - (1) Size and type of program conducted;
 - (2) Contemplated use and frequency of use;
 - (3) Economic condition of agency, activity, or institution;
 - (4) Critical or urgent need;
 - (5) Geographical location; and
 - (6) Interest and expression of need, on the part of the donee, in the property available.
- (e) *Relative Resources.* In considering the request of potential recipients, the criteria for determining relative resources will be:
 - (1) Funding Source and availability, such as grants, donations, and taxes, among others; and
 - (2) Equipment availability.
- (f) *Ability to Utilize.* In considering requests of potential recipients, the criteria for evaluating ability to utilize property will be:
 - (1) Length of time in contemplated use;
 - (2) When item can be put in use;
 - (3) Availability of funds to repair or maintain property in use;
 - (4) Type and quantity of property received by the donee to date.
- (g) *Additional Considerations.* In distributing surplus Federal property, the following factors shall also be considered:
 - (1) *Public Benefit.* Where competing requests are received for property items, PRSASP will decide as to the donee based on the overall public benefit, which is based on the justification by the donee.
 - (2) *"First-come, First-serve"*. Allocation based on which eligible donee was the first to request the property.
 - (3) *Quantity Available.* If there is a limited quantity, effort will be made to provide benefit to the maximum number of donees.
- (h) *Fortuitus Act.* Applicants that are victims of a local disaster, loss of property by fire, flood, hurricane or storm, or any other fortuitous event, shall be granted temporary priority in their applications. Special efforts will be made to locate and distribute needed property to these applicants.

Article 12. Eligibility as Donee under the Operational Plan

- (a) *PRASASP Responsibility.* PRASASP will determine the eligibility of the applicant, whether it be public agencies, non-profit organizations, or educational or health institutions, in accordance with 40 U.S.C. 549, and 41 CFR 102-37.380 through 102-37.430 and 41 CFR 102-37.445.
- (b) *Eligible Applicants.* Surplus Property may be donated through PRASASP to the following entities:
- (1) Public Agencies, as defined in 40 U.S.C. 549 (c)(3), which include:
 - i. Municipalities;
 - ii. Departments, agencies, or instrumentalities of the Government of Puerto Rico;
 - iii. Communities located in Municipalities;
 - iv. Others as outlined by GSA.
 - (2) Non-Profit Organizations as defined by the Internal Revenue Service's 501(c) that provide educational, public health or service to homeless and/or impoverished as described in 41 CFR 102-37.380, including:
 - i. Medical institutions, hospitals, clinics, health centers drug abuse or alcohol treatment centers;
 - ii. Providers of assistance to the homeless or impoverished;
 - iii. Schools, colleges, universities, museums attended by the public, libraries, serving all residents of a community free of cost, a district, city, or region;
 - iv. Historic light stations as defined by the National Historic Preservation Act (16 U.S.C. 470W-7(e) (2));
 - v. Childcare centers;
 - vi. Educational radio and television stations;
 - vii. Programs for Older Americans described in sections 213 of the Older Americans Act. Of 1965, as amended (42 U.S.C. 3020(d));
 - viii. Veterans Services organizations that are approved by the Secretary of Veterans Affairs 38 U.S.C. 5902;
 - ix. Others as outlined by GSA.
 - (3) Section 549 (c)(3) of Title 40 of the United States Code authorizes federal surplus property under the control of the Department of Defense (DOD) to be donated, through PRASASP, to educational activities which are of special interest to the armed services.
 - (4) For SBA 8(a) Business Development Program Participants, ASG shall agree to a memorandum of understanding (MOU), to establish an agreement for the donation of federal surplus property.
- (c) *Procedure.* PRASASP's procedure for applicants to become eligible donee's must be followed, unless otherwise noted in this document:
- (1) PRASASP will provide each applicant institution or organization, upon request, with explanatory information and requirements regarding eligibility and the necessary forms for applying for program eligibility.
 - (2) Each applicant will be required to complete and submit an eligibility application which shall provide at a minimum:
 - i. The legal name and address of the donee;
 - ii. The status of the institution or organization as a public agency, nonprofit educational or public health institution, or organization which has been

- determined to be nonprofit and tax exempt under Section 501 of the Internal Revenue Code. Proof of tax-exempt status must be provided;
- iii. Details concerning the institution or organization, its educational or public health program, or programs including the specific educational or medical facilities of the organization;
 - iv. Proof of tax exemption under Section 501 of the Internal Revenue Code, if the donee is nonprofit.
 - v. Documentary evidence that the institution or organization is approved, accredited, or licensed, and/or meets any other legal requirement for operation of its program if such is a requirement of one or more of the institution's programs;
 - vi. Certification that the institution or organization is not debarred, suspended, or excluded from any federal program including procurement programs;
 - vii. Written execution by the administrative head or chief executive officer of the institution of a certification and agreement designating one or more representative to act for the institution or organization acquiring property from PRSASP, to obligate necessary funds of the institution or organization for this purpose, and to execute the PRSASP documents certifying compliance with the terms, conditions, reservations, and restrictions that the PRSASP and/or GSA may establish on the use and disposal of property;
 - viii. Written execution of an assurance of compliance with GSA regulations on nondiscrimination, including 40 U.S.C. 122, Title VI of the Civil Rights Act of 1946, as amended, section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975;
 - ix. Information as to the size and scope of institution or organization program(s), sources of funds, annual budget and financial resources, resident population, number of persons, pupils, patients, inmates, or clients served, and/or other basic data as may be pertinent to an evaluation of the institution or organization's relative needs and resources, and a list of the types of property needed.
- (3) PRSASP may request GSA assistance in making eligibility determinations.
 - (4) Approval is only granted once an applicant meets the provisions criteria of 41 CFR 102-37.380 through 102-37.400.
 - (5) Agencies or entities that have had their eligibility denied, may appeal in writing to the PRSASP, documenting the entity's eligibility. The process will be conducted in accordance with Act 73-2019 and Act 38-2017.
- (d) *Maintaining Eligibility.* PRSASP will review and update a donee's eligibility file every three (3) years; however, the PRSASP will update the files of donees whose eligibility is dependent on annual funding, licensing, accreditation, or approval just prior to those expiration dates to ensure continuing eligibility. When an eligible donee ceases to operate or loses its funding, license, accreditation, or approval, or otherwise fails to maintain its eligibility status or conform to imposed program requirements, the PRSASP shall contact GSA.

Article 13. Compliance & Utilization

- (a) *Scope of Compliance Actions.* PRSASP will conduct reviews to ensure that donees are complying with the conditions and restrictions and are utilizing the property for the purpose for which it was donated.
- (1) GSA requires that all items of donated property be placed into use within one (1) year of acquisition and used for a minimum of twelve (12) consecutive months after the date of first use.
 - (2) The PRSASP shall conduct, at least once during the restriction period, periodic reviews of donee compliance with the terms, conditions, reservations, and restrictions applying to the use of property and on all items of property having a government unit acquisition cost value of five thousand dollars (\$5,000) or more and any passenger motor vehicle. The PRSASP shall provide for the reviews to include a survey of donee compliance with any and all special handling conditions or use limitations imposed by GSA, to verify that the donated property is placed into use, and continuously used for the full restriction period, for the purpose for which it was acquired.
- (b) *Method and Frequency of Review.* PRSASP shall investigate the utilization of property and donee compliance with the terms and conditions of the donation primarily by the ongoing issuance of mail questionnaires supplemented by onsite physical visits as deemed necessary and as resources permit. Donees that received aircraft and vessels over fifty (50) feet that have a restriction period of five (5) years must certify an annual *still in use* letter to PRSASP, including a picture of the aircraft and /or vessel, for the entire restriction period. PRSASP will conduct an on-site review at least once during this certification period.
- (c) *Actions Taken on Reports.* Actions taken by the PRSASP (at GSA's discretion) to correct instances of noncompliance may include, but are not limited to:
- (1) Temporary deferment of property;
 - (2) Transfer or return of unused or misused property;
 - (3) Collection of fair market or rental value of property;
 - (4) Decision to render donee ineligible;
 - (5) Other administrative action(s) against donee;
- (d) *PRSASP Reporting.* PRSASP will immediately report to GSA where there is evidence of, or an allegation of, fraud or wrongdoing by a screener. PRSASP will also report to GSA any cases of misuse of property, or unauthorized disposal or destruction of property, and will take such actions as may be necessary to correct such misuse, disposal, or destruction, and to assist GSA and other responsible federal or state agencies in the investigation of any such cases involving fraud, misuse, or destruction of property.

Article 14. Consultation with Advisory Bodies, Public and Private Groups

- (a) *Consultation.* PRSASP will arrange for and participate in local, regional, and statewide meetings of such public and private organizations and associations representing public agencies, education, public health, and civil defense. The PRSASP will present information on such topics as eligibility/compliance responsibilities, program procedures and requirements, donee needs/resources, and how the distribution of surplus can be effected to fill existing needs of donees, etc.
- (b) *Communications.* PRSASP will regularly provide and disseminate information on the donation program to potential donees. PRSASP shall inform potential donees in Puerto Rico of the

procedures for participating in the Federal Program through letter, e-mail, phone call, conferences, bulletins, and/or any other effective means of communication.

- (c) *Advisory Board.* PRSASP shall establish an advisory board for the purpose of meeting periodically; never less frequently than once every three (3) years; reporting on the donation program; and to obtain expressions of need and interest from eligible donees.
- (d) The PRSASP will utilize information obtained during such meetings noted above to further expand its customer base, improve its operations, and ultimately increase the amount of property which it donates to eligible recipients.

Article 15. Audits/Reviews

- (a) *Internal Audit.* An internal audit of the operations and financial affairs of PRSASP shall occur on a periodic basis, but never less frequently than every three (3) years.
- (b) *Single Audit.* In accordance with 41 CFR 102-37.345 through 102-37.355, for each year in which the PRSASP receives surplus property meeting the annual threshold to require an audit, the Commonwealth of Puerto Rico is responsible for ensuring that the PRSASP is audited in accordance with the Single Audit Act as implemented by the Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations". Likewise the PRSASP is responsible for ensuring that any donees receiving \$750,000 or more in fair market value annually must be audited as referenced above. The PRSASP will consult with GSA for assistance in completing fair market value determinations.
- (c) *General.* The PRSASP will furnish GSA with two (2) copies or applicable portions of any internal audit or Single Audit Act reports on the PRSASP along with two (2) copies of an outline of all applicable corrective actions and scheduled completion dates. Also, the PRSASP shall obtain and provide the same for any donees for which a Single Audit Act report was completed.
- (d) *U.S. General Services Administration (GSA) Review.* The PRSASP agrees to work closely with GSA or Comptroller General during their efforts to perform a review/audit. The PRSASP agrees to respond requests for related program information in a timely manner before, during and after a review.
- (e) *Financial Records and Books.* The PRSASP's books and records must be available for all the procedures required above, provided they are official and authorized.

Article 16. Cooperative Agreements

- (a) The Administration may enter into cooperation agreements with the Government of Puerto Rico and Federal government bodies, as well as continue and renew previous agreements, in accordance with the Commonwealth of Puerto Rico statutes, Act 73-2019, as amended.
- (b) PRSASP cooperative agreements may include, but are not limited to:
 - (1) Utilizing surplus for PRSASP use;
 - (2) Acquiring overseas property;
 - (3) Facilitating interstate transfers; and
 - (4) Others, as may be necessary.
- (c) The Administration's intent is to continue in force and update from time to time as may be necessary, the following cooperation agreements:

- (1) Cooperation agreement between the United States General Services Administration and the Administration; and
- (2) Agreement of Participation in the Overseas Property Program.

Article 17. Liquidations

If and when a determination is made to liquidate PRSASP, advance notice will be given to GSA, with (i) the reasons for liquidation, (ii) the schedule for liquidating and estimated date of termination, (iii) method of disposal of any PRSASP physical and financial assets, (iv) retention on of books and records for two-year period following liquidation, (v) designation of another government entity to serve as successor in function until continuing obligations on donated property are fulfilled, and (vi) a report on the property on hand for retransfer, destruction, or sale. A liquidation plan will be prepared in accordance with the requirements of 41 CFR 102-37.365 through 102-37.370 and will be submitted to GSA for approval before beginning liquidation.

Article 18. Forms

The PRSASP understands that it must ensure that all forms used to carry out its donation program responsibilities are current and acceptable to GSA. The PRSASP will use the following forms:

- (a) FSP-001 Delivery of Receipt - Appendix - 1
- (b) FSP-002 Report on Investigation- Appendix - 2
- (c) FSP-003 Survey on the Use of Donated Properties – Appendix- 3
- (d) Federal Surplus Property Program Eligibility Application - Appendix 4

These forms need to be revised over time.

Article 19. Records of Registries under the Operational Plan

- (a) *Official Record.* All official records of PRSASP, including SF123 forms and delivery receipts, will be retained for a minimum period of five (5) years.
- (b) *Restriction Period.* All official records on items subject to restrictions will be retained for one (1) year beyond the official termination of the restriction period.
- (c) *Compliance Status.* Records involving property in compliance at the end of the restriction period must be retained for at least one (1) year after the period of restriction expires. Records involving property in noncompliance status must be retained for at least one (1) year after the noncompliance case is closed.
- (d) *Perpetual Restrictions.* Records involving property with perpetual restrictions must be retained in perpetuity.



Commonwealth of Puerto Rico
General Services Administration
State Agency for Surplus Property
PO Box 41249
San Juan, Puerto Rico 00940

**PUERTO RICO STATE AGENCY FOR SURPLUS PROPERTY
DELIVERY RECEIPT**

Num.#	Order No. RQ
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Consignee:
 (a) Eligible Participant:
 (b) Authorized Representative:

Receipt for the following surplus property is hereby acknowledge:

ITEM NO.	DESCRIPTION	COND CODE	QUANTITY	UNIT	COST	TOTAL

Being the duty authorized agent of the above donee, I accept the property listed hereon and on the attached continuation sheet(s) where appropriate and commit the donee to the certification terms and conditions printed on the reverse of the Delivery Receipt.

- PROPERTY DONATED TO PUBLIC AGENCIES**
- Conservation
 Education
 Economic Development
 Two or more
 Public Safety
 Public Health
 Park and Recreation
 Others
- NONPROFIT INSTITUTION OR ORGANIZATION**
- Educations
 Public Health
 Other _____
- OTHER CATEGORIES**
- SEA
 Veteran Services Organization (VSO)
 SBA 8(a) Program
 Veteran
 Owned Small Business (VOSB)

APPROVED:

Date

Director
Surplus Property Program

Signature of authorized representative

Title

Date



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

(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 US 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.

(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.

(a) THE DONEE AGREES TO THE FOLLOWING:

(1) Donated Federal property is considered Federal Financial Assistance for purposes of the Single Audit Act (2 CFR 200). Donees who have received \$750,000 (fair market value) or more in surplus property in one year may be required to obtain an audit at their expense. For additional instruction and information (including how to assess the fair market value), contact your respective SASP. 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:



REPORT ON INVESTIGATION OF DONATED PROPERTIES
REPORT DE INVESTIGACION DE PROPIEDAD DONADA

Donee/Donatario		Classification/Clasificación
Address/ dirección:		Phone/teléfono:
		Email
Transfer Order/Orden de Transferencia:		Item Name/nombre de la propiedad:
Quantity Received/Cantidad:	Original Acquisition Cost/Costo Original:	Date assigned/fecha de recibo:

1. Is the Property being used for the purpose for which it was acquired? /? ¿La propiedad fue puesta en uso para el propósito por la cual fue adquirida?

- (a) Yes/ Si
- (b) No/No

2. What date was/ were the property placed into use? ¿Qué día fue puesta en uso la propiedad(es)?

3. Is the property under restriction period? ¿Está la propiedad en tiempo de restricción?

- (a) Yes/Si
- (b) No/No

If the donee disposed of the property explain how / Si el donatario dispuso de la propiedad explique como:

4. Is the property still used for the purpose for which it was donated? / Se sigue utilizando la propiedad con el propósito para el que fue donada?

- (a) Yes/ Si
- (b) No/No

If not, what action has been taken by donee to inform SASP about the availability of such property? De no ser así, que acción ha tomado el donatario para informar al SASP de la disponibilidad de esta propiedad.

Remarks / Comentarios:

Recomendaciones/ Recomendations:

Authorized Inspector/ Representante autorizado

Authorized Representative/Inspector Autorizado

Date/ Fecha

Date / Fecha



Administración De Servicios Generales
Programa De Donaciones De Propiedad Excedente Federal
Po Box41249 San Juan, PR 00940

SURVEY ON THE USE OF DONATED PROPERTIES / ENCUESTA DE USO SOBRE LA PROPIEDAD DONADA

Donee/Donatario:		Classification/Clasificación:
Transfer order/Orden de Transferencia:		Item Name/nombre de la propiedad:
Quantity Received/Cantidad:	Original Acquisition Cost/Costo Original:	Date assigned/fecha de recibo:

QUESTIONARY

Please complete in all the part. Por favor complete en todas sus partes

1. The property is being in use. / ¿La propiedad donada fue puesta en uso?

- (a) Yes/ Si
(b) No / No

2. When was put in use date? / ¿Cuándo fue puesta en uso?

If not, please explain the reason / Si no está en uso, favor de establecer las razones:

3. The property was repair? ¿La propiedad fue reparada?

- (a) Yes/ Si
(b) No / No

What kind of repair? ¿Qué tipo de reparación requirió?

4. Where is the property located? ¿Dónde esta localizada?

Comments / Comentarios:

Certify correct /Certifico correcto:

Authorized Inspector/ Representante autorizado

Authorized Representative/Inspector Autorizado

Date/ Fecha

Date / Fecha

FEDERAL SURPLUS PROPERTY PROGRAM ELIGIBILITY APPLICATIONDonee #: **PUERTO RICO State Agency for Surplus Property (SASP)**Minillas Government Center North Tower 12TH floor San Juan PR, PO Box 41249 San Juan PR 00940

Tel

787-759-7676 extension 2027-2020 www.asg.pr.gov olgamr@asg.pr.gov

Organization:

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

Primary Contact:

Title:

Taxpayer/Employer Identification Number (TIN/EIN):

Phone w/Area Code:

Fax w/Area Code:

Email:

Website:

Please choose only ONE among the following (Public Agency, Nonprofit Organization, SEA, VSO, SBA, or VOSB) 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, Pueblo or Community
 Located on a State Reservation I
 Alaskan Village or Regional Corporation (as defined by the Alaskan Native Land Claims Settlement Act of 1971)
 Volunteer Fire Dept/Rescue Squad 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
 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 (as requested) 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; and must 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.

I SASPs may verify entities located on a state reservation at <https://www.ncsl.org/research/state-tribal-institute/list-of-federal-and-state-recognized-tribes.aspx>**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, etc.** A complete listing appears in DOD's 4160.21-M manual (Sections 6-4 thru 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, etc.** For a complete listing, visit <https://www.va.gov/ggc/recognizedvso.aspx>. 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. SBA's can acquire both civilian agency and DOD property (except foreign surplus) 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. VOSBs **must provide a copy of the VETS First verification from the VA.** SASPs may verify VOSB status at <https://vetbiz.va.gov/basic-search/>.

RISE Act Participants: Reserved

Note: If your organization was not listed above and you wish to discuss, please contact the SASP at:[Olga Medina Rivera 787-759-7676 ext. 2027/2020 olgamr@asg.pr.gov .

Program Narrative: Applicants must provide a written description of program(s), at a minimum and as applicable, details such 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 a 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	Title	Phone Number (Include Area Code)
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Email Address	Date (MM/DD/YYYY)	Signature
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

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

Printed Name	Title	Phone Number (Include Area Code)
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Email Address	Date (MM/DD/YYYY)	Signature
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<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	Date (DDMM/YYYY)	Signature
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<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. Please be reminded that all property requested must be reasonably justified and used for the appropriate restriction period.

If more space is needed, proceed to Page 5.

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), 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.

(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.

Single Audit Act:

(a) THE DONEE AGREES TO THE FOLLOWING:

(1) Donated Federal property is considered Federal Financial Assistance for purposes of the Single Audit Act (2 CFR 200). Donees who have received \$750,000 (fair market value) or more in surplus property in one year may be required to obtain an audit at their expense. For additional instruction and information (including how to assess the fair market value), contact your respective SASP.

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 = 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

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

SBA 8a BD activities can acquire civilian agency and DOD property, but must use property during its term of participation in the SBA program plus one year!

VOSBs and VSOs can acquire civilian agency and DOD property and are subject to the same restrictions imposed on traditional donation program participants.

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 draw a line through the statement(s) above- (1)(a), (1)(b), (1)(c), (1)(d) for which the prospective applicant cannot certify and attach a detailed explanation to this application.

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:
<input type="checkbox"/> YES <input type="checkbox"/> NO		
Notes		

Program Narrative (Continued): Applicants must provide a written description of program(s), at a minimum and as applicable, details such 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 a 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	Title	Phone Number (Include Area Code)
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Email Address	Date (MM/DD/YYYY)	Signature
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Property "Want" or "Needs" List (Continued): Applicants must provide a listing of the specific property items desired or the general categories of items desired. Please be reminded that all property requested must be reasonably justified and used for the appropriate restriction period.