

SURPLUS PROPERTY AGREEMENT/CHECKLIST
13 CFR 124.405 (<http://www.gpoaccess.gov/cfr/index.html>)

- Certified in the 8(a) Program and eligible to receive surplus property.
- Compliant with all 8(a) Program requirements, including reporting requirements.
- Not debarred, suspended or ineligible under Part 9, subpart 9.4 of the Federal Acquisition Regulations, Title 48 of the Code of Federal Regulations.
- Not under pending 8(a) Program suspension, termination or early graduation proceeding.
- Be engaged or expect to be engaged in business activities making the item useful to it.
- Intended use of property:

- The above property(ies) is consistent with the objectives of the firm's approved 8(a) business plan.
- The property(ies) acquired will be used in the normal conduct of the firm's business activities or be liable for the fair rental value from the date of receipt.
- The property(ies) will not be sold or transferred to any party other than the Federal Government during the firm's term of participation in the 8(a) Program and for one year after the firm leaves the 8(a) Program.
- At firm's own expense, will return the property(ies) to a State Agencies Surplus Property (SASP) or transfer it to another 8(a) Participant if directed to do so by the Small Business Administration (SBA) because it has not used the property(ies) as intended within one year of receipt.
- Should the agreement be breached by selling or transferring the property(ies), the firm will be liable to the Government for established fair market value or the sale price, whichever is greater, of the property(ies) sold or transferred.
- Access given to the SBA to inspect the property(ies) and all records pertaining to it.
- The firm assumes all liability associated with or stemming from the use of property(ies).
- If property(ies) is not placed in use for the purposes for which it was intended within one year of its receipt, SBA may direct the concern to deliver the property(ies) to another Participant or to the SASP from which it was acquired.
- Failure to comply with any of the above-commitments or outlined in 13 CFR 124.405 constitutes a basis for termination from the 8(a) Program.
- Point of Contact for Servicing SBA District Office of 8(a) Participant:

SBA District Office: _____
Name: _____
Telephone Number: _____
Fax Number: _____

- The firm assumes all liability associated with or stemming from the use of property(ies).
- If property(ies) is not placed in use for the purposes for which it was intended within one year
- I represent this firm and certify that I have the authority to bind this agreement on behalf of this firm.

Signature

Date

Company name

INSTRUCTIONS FOR SURPLUS PROPERTY/ADDITIONAL INFORMATION

- 8(a) Participant identifies property(ies) to the State Agencies Surplus Property (SASP)
 - 8(a) Participant submits signed/dated Surplus Property Agreement/Checklist to SASP
 - SASP contacts the servicing SBA District Office for determination (approval/denial)
 - SASP may not release property(ies) to the 8(a) Participant without approval.
 - SASP and 8(a) Participant agree on and record the fair market value of the surplus property(ies) at the time of transfer to the 8(a) Participant.
 - SASP provides the Small Business Administration (SBA) a written record, including the agreed upon fair market value, of each transaction to the 8(a) Participant when any property(ies) has been transferred.
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- 8(a) Participants acquiring surplus property must pay a service fee to the SASP which is equal to the SASP's direct costs of locating, inspecting, and transporting the surplus property(ies). The 8(a) Participant can elect to incur the responsibility and expense for transporting the acquired property(ies), the 8(a) Participant may do so and no transportation costs will be charged by the SASP.
 - SASP may charge a reasonable fee to cover its costs of administering the program.
 - In no instance will any SASP charge the 8(a) Participant more for any service than their established fees charged to other transferees.
 - The Title to surplus property(ies) acquired from a SASP will pass to the 8(a) Participant when the 8(a) Participant executes the applicable SASP distribution documents and takes possession of the property(ies).
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- SBA will periodically review whether the 8(a) Participants that have received surplus property(ies) have used and maintained the property(ies) as agreed. This review may include site visits to visually inspect the property(ies) to ensure that it is being used in a manner consistent with the terms of its transfer.
 - Where SBA receives credible information that the transferred surplus property(ies) may have been disposed of or otherwise used in a manner that is not consistent with the terms of the transfer, the SBA may investigate such claim to determine its validity.
 - SBA may take action to correct any noncompliance involving the use of transferred property(ies) still in possession of the 8(a) Participant or to enforce any terms, conditions, reservations, or restrictions imposed on the property(ies) by the distribution document. Actions to enforce compliance, or which may be taken as a result of noncompliance, include the following:
 - Requiring the property(ies) be placed in proper use within a specified time:
 - Requiring the property(ies) be transferred to another Participant having a need and use for the property(ies), returned to the SASP serving the area where the property(ies) is located for distribution to another eligible transferee or to another SASP, or transferred through the General Service Administration (GSA) to another Federal agency;
 - Recovery of the fair rental value of the property(ies) from the date of its receipt by the 8(a) Participant; and
 - Initiation of proceedings to terminate the 8(a) Participant from the 8(a) BD Program.
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- Where the SBA finds that the 8(a) recipient has sold or otherwise disposed of the acquired surplus property(ies) in violation of the agreement covering sale and disposal, the 8(a) Participant is liable for the agreed upon fair market value of the property(ies) at the time of the transfer, or the sale price, whichever is greater. However, the 8(a) Participant need not repay any amount where it can demonstrate to SBA's satisfaction that the property is no longer useful for the purpose for which it was transferred and receives SBA's prior written consent to transfer the property(ies).
 - Any funds received by SBA in enforcement will be remitted promptly to the Treasury of the United States as miscellaneous receipts.