# CHAPTER 12 PERSONAL PROPERTY MANAGEMENT

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## CHAPTER 12 Personal Property Management

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#### CHAPTER 12

#### PERSONAL PROPERTY MANAGEMENT

## ITEMS REQUIRING USE STANDARDS

Use Standards, Items:

- 1. Office Furniture
- 2. Office Furnishings
- Office Equipment, i.e., typewriters, copiers, calculators, \_ etc.
- 4. Filing Cabinets
- 5. Carpeting
- 6. Flags

SUBJECT: ACQUISITION OF ADP EQUIPMENT. SOFTWARE, MAINTENANCE, SUPPORT SERVICES, AND SERVICES.

Pursuant to the authority vested in the Director. Indian Health Service by the Reorganization Order of January 4, 1988, and the Director, Office of Management on March 17. 1986, I hereby delegate to the Associate director, Office of Administration and Management, the authority, with authority to redelegate. to approve acquisitions of ADP hardware. software, and services which meet the following criteria.

- 1. Competitive or GSA schedule acquisition (either lease or purchase) of ADP equipment costing up to (but not In excess of) \$150,000 total systems life cost: the dollar threshold for approval of ADP equipment leases being based on the purchase price of that equipment. not the lease cost.
- Competitive or GSA schedule acquisition of ADP equipment maintenance services costing up to (but not in excess of) \$500,000 annual cost.
- Competitive, Interagency, or GSA schedule acquisition of ADP support services costing up to (but not in excess of) \$150,000 total systems acquisition cost.
- 4. Competitive acquisition of ADP software packages costing-up to (but not in excess of) \$150,000 annual cost or GSA schedule acquisition of ADP software packages costing up to (but not in excess of)\$300,000 annual cost.
- Competitive. Interagency, or GSA teleprocessing services program (TSP) acquisition of ADP services costing up to but not in excess of) S150,000 annual cost.
- 6. Sole source of acquisition of any of the above listed ADP items up to (but not in excess of) \$50,000; the dollar threshold for approval of sole source ADP equipment leases being based on the purchase cost (not the lease cost) of the equipment.

#### AUTHORITY TO REDELEGATE

Tht authority herein delegated to the Associate Director. Office of Administration and Management, may be redelegated to the Associate Director. Office of Information Resources Management, for further redelagation to Area Directors and Area Information Systems Coordinators.

GENERAL

CHAPTER 5
DELEGATIONS Of Authority

#### NOTIFICATION OF REDELEGATION

The Associate director, Office of Administration and Management shall notify the Director, Division of ADP and telecommunications Management (OATM), Office of Organization and Management System (00MS) Office of Management Public Health Service, in writting, of the authorized signatories ("ADP Resources Management Officials and dollar threshold level delegated within, their organization and any changes In this Information.

#### ACCOUNTABILITY

A redelegation to the Associate Director, Office of Information Resources Management and Area Directors does not alleviate the Director. IHS, or Associate Director, Office of Administration and Management, from accountability for my acquisitions of ADP resources made under this delegation of authority.

#### INFORMATION AND GUIDANCE

The authority herein delegated shall be exercised in accordance with the provisions of the HHS Information Resources Management (IRM) manual. all PHS supplements thereto, and any other applicable directive of Particular note, those holding delegated authority to approve ADP acquisitions must understand and promote the acquisition policies listed In Section 4-00-20 of the HHS IRM manual, and must maintain accurate records of all ADP acquisition approval granted under this authority.

#### PRIOR DELEGATIONS

All previous delegations of the authority are superseded.

#### EFFECTIVE DATE

These delegation are effective upon date of signature.

10 MM 88

Indian Health Service

#### GENERAL

## CHAPTER S DELEGATIONS OF AUTHORITY

SUBJECT: ACQUISITION OF ADP EQUIPMENT. SOFTWARE, MAINTENANCE, SUPPORT SERVICES. AND SERVICES

Pursuant to the authority vested in the Associate Director, Office of Administration and Management, Indian Health Service on May 10, 1988 I hereby delegate to the Associate Director Office of Information Resources Management. IHS the authority, with authority to redelegate to Area Directors and Area Information Systems Coordinator, to approve acquisitions of ADP hardware, software, and services which meet the following criteria

- 1. Competitive or GSA schedule acquisition (either lease or purchase) of ADP equipment costing up to but not in excess of) \$150,000 total systems life cost: the dollar threshold for approval of ADP equipment leases being based on the purchased price of that equipment, not the lease cost.
- Competitive or GSA schedule acquisition of ADP equipment maintenance, services costing up to (but not in excess of) \$500,000 annual cost.
- 3. competitive Interagency, or GSA schedule acquisition of ADP support services costing up to (but not in excess of) \$150,000 total systems acquisition cost.
- 4. Competitive acquisition of ADP,software packages costing up to (but not in excess of)\$150,000 annual cost or GSA schedule acquisition of ADP software packages costing up to (but not in excess of) \$300,000 annual cost.
- Competitive. Intaragency, or GSA teleprocessing services program CTSP) acquisition of ADP services costing up to (but not in excess of) \$150,000 annual cost.
- 6. Sole source of acquisition of any of the above listed ADP Items up to (but not in excess of) \$50,000: the dollar threshold for approval of sole source ADP equipment leases being based on the purchase cost (not thr least cost) of the equipment.

#### AUTHORITY TO REDELEGATE

This authority may be further redelegated as stated above.

#### NOTIFICATION OF REDELEGATION

The Associate Director. Office of Administration and Management, shall notify the Director Division of ADP and Telecommunications Management (OATH), Office of Organization and Management System (OOMS). Office of "Management, Public Health Service in writing, of the authorized signatories (ADP Resources Management Officials") and dollar threshold level delegated within their organization and any changes in this infomation.

#### ACCOUNTABILITY

A redelegation to the Associate Director, Office of Informtion Resources Management. and Area Directors does not alleviate the Director, IHS or Associate Director, Office of Administration and Management, from accountability for any acquisitions of ADP resources made under this delegation of authority. Consequently, anticipated acquisitions should be developed with the consultation and concurrence of the Director, Division of Acquisitions and Grants.

#### INFORMATION AND GUIDANCE

The authority herein delegated shall be exercised in accordance with be provisions of the HHS Information Resource Management (IRM) Manual, all PHS supplements thereto, and any other appillicable directive Of particular note. those holding delegated authority to approve ADP acquisitions must understand and promote the acquisition policies llsted In Section 4-00-20 of the HHS IRM manual, and must maintain accurate records of all ADP acquisition approval granted under this authority.

#### EFFECTIVE DATE

INDIAN HEALTH SERVICE

These delegations are effective upon date of signature.

Associate Arector
Office of Administration and
Hanagement. IHS

SUBJECT: ACQUISITION OF ADP EQUIPHENT. SOFTMARE, MAINTENANCE. SUPPORT SERVICES, AND SERVICES

Pursuant to the authority vested in the Associate Director, Office of Information Resources Management, IndIan Health Service on May 22, 1988 I hereby delegate to the Indian Health Service Area Directors and IHS Area Information Systems Coordinators (ISC's) the authority as follows:

- 1. The authority to approve the competitive or GSA schedule acquisition of expansion or upgrades of exisiting ADP systems with additional equipment. Provided the existing systems had prior approval, costing up to (but not in excess of) \$5,000.
- i. The authority to approve the competitive or GSA schedule acquisition of equipment and parts for purposes of repair of ADP Equipment costing up to (but not in excess of) \$2,500.
- 3. The authority to approve the competitive or GSA schedule acquisition of software packages costing up to (but not in excess of) \$2,500.
- 4. The authority to approve the competitive or GSA schedule acquisition of ADP equipment maintenance services, costing up to but not in excess of

#### AUTHORITY REDELEGATE

This authority may not be further redelegated.

#### NOTIFICATION OF REDELEGATION

The Associate Director, Office of Administration and Management, shall notify the Director, Division of ADP and Telecommunications Management <DATM), Office of Organization and Management System (OOMS). Office of Management. Public Health Service, in writing, of the authorized signatories ("ADP Resources Management Officials) and dollar threshold level delegated within their organization and any changes in this information.

#### ACCOUNTABILITY

A redelegation to the Associate Director, Office of Information Resources Management, and Area Directors does not alleviate the Director. IHS, or Associate Director, Office of Administration and Management. from accountability for any acquisitions of ADP resources made under this delegation of authority.

GENERAL

# CHAPTER 5 DELEGATIONS Of AUTHORITY

#### INFORMATION ANO GUIDANCE

The authority herein delegated shall be exercised in accordance with the provisions of the HHS Information Resource Management (IRM) manual, all PHS Supplements thereto, and any other applicable directive. Of particular note those holding delegated authority to approve ADP acquisitions must understand and promote the acquisition policies listed in Section 4-00-20 of the HHS IRM manual, and must Maintain accurate records of all ADP acquisition approval granted under this authority.

#### EFFECTIVE DATE

These delegations are effective upon date of signature.

5/12/88 Date

Acting Associate Director
Office of Information Resources and
Management. IHS

SUBJECT: AMENDMENT TO PHS ADP AND TELECOMMUNICATIONS AUTHORITY: TELEPHONE AND FACSIMILE EQUIPHENT ACQUISITIONS

Pursuant to the authority delegated to the Director. Indian Health Service (IHS, on August 17, 1987, under the Acquisition Delegation of Authority to PHS Agencies, I hereby Delegate to the Associate Director Office Of Administration and Management. the authority with authority to redelegate, the following authorities to be exercised Within their jurisdiction:

- Installation, replacement. relocation of removal of any stand-alone telephone equipment arrangement that has the capacity or capability to serve fewer than 50 telephones, at locations in the 50 States and Puerto Rico. when the:
  - а.
  - system life does not exceed five years: and system life cost does not exceed \$25,000: and h.
  - General, Services Administration (GSA) consolidated service is not available.
  - 2. Installation or relocation of fewer than 25 business lines

Lease or Purchase of Intercity facsimile . telecommunications services and facilities when the:

- system life does not exceed five years: and
- system life cost including maintenance) does not exceed \$25,000: and b.
- c . factilities are located in the 50 States and Puerto

#### Authority to Redelegate

The authority herein Relegated to the Associate Director Office of Administration and Management, may be redelegated to the Associate Director, Office of Information Resources Management, for further redelogation to Area Directore and Area Information Systems Coordinators.

#### <u>Accountability</u>

A redelegation to the Associate Director, Office of Information Resources Management, and Area Directors does not alleviate the Director, IHS, or Associate Director, Office of Administration and Management, from accountability for any acquisitions of ADP resources made under this delegation of authority. This authority should be exercised in Consultation with the IHS Headquarters or Area Contracting Officers.

#### Information and Guidance

On July 14, 1988, the Assistant Secretary for Management and Budget gave the Public Health Service (PHS) their full dollar authorities for the items listed in Section 201.23.501 of the Federal Information Resources Management Regulations (FIRMR). Use of Multi-year Contracting Authority for Small Telecommunication Systems.

In exercising this authority, please be reminded that under FIRMR 201-23.501, agencies electing to exercise the delegations shall establish management and control procedures coordinated by the agency designated senior official for information resources management activities and the agency senior procurement executive.

At location where telephone service is centrally coordinated. such as by the Administrative Services Center for the Parklawn Building and the Telecommunications Management Branch for the National Institutes of Health campus, agencies will continue to acquire telephone services and equipment through these service organizations.

For facsimile transmission, Subpart PHS: 103-35.56 of the HHS Telecommunications Management Manual is rescinded and replaced with the following guidance:

#### 1. Facsimile Use

- a. PHS will continue to provide facsimile transmission services through existing Com Centers, and agen cies should first attempt to meet needs for facsimile transmission using these or other, shared resources.
- b. Prior to sending any document, the cost of facsimile transmission should be compared to other alternatives such as messenger Service. Interoffice mail, or Postal service. Whenever the cost savings can be deemed to outweigh a priority for Immediate receipt of information, an alternative to facsimile transmission should be chosen.

(Currently, long distance telephone transmission costs PHS about \$0.40 per minute. Therefore, large documents that would require more than one-half hour to transmit via facsim\$le machine can usually be delivered more economically by express mail.)

#### 2. Facsimile Transceiver Acquisitions

- a. Requests for facsimile equipment to be located in program offices should be approved by PHS agencies only when justified based on evaluation of relevant factors such as Volume Of material transmitted, lack of proximity to shared facilities (e.g., the General Services Administration [GSA] Com Centers or DHHS Com Centers) or other agency facsimile resources, or priority of program need for rapid or afterbusiness hours facsimile availability.
- b. Agency approval should also be based on review of an estimate of life cycle cost of the machine. including government cost, cost of paper, supplies and maintenance. PRS offices should purchase, not lease. facsimile equipment. Although not a part of the "system life cost.' transmission costs based on estimated volume of documents transmitted should also be estimated so that the program office is aware Of the full Cost Of Its planned facsimile usage.
- C. Agencies should approve of facsimile machine acquisitions only for current state-of-the-art equipment which is compatible with Other machines with which users anticipate Communicating. (At this time, facsimile machines acquiresd should meet at least Group III specifications.
- d. agencies should consider facsimile alternatives for offices equipment with PCs, such as PC facsimile board technology Which allows PCs to perform direct electronic facsimile transmission.,

Agencies shall not use facsimile transmission to send classified. sensitive or Privacy Act-protected materials. The public telephone lines used In facsimile transmission are not secure. Only non-sensitive information may be sent. (PC hackers are already proficient at intercepting private facsimile transmission using PCs equipped with facsimile boards.

#### prior Delegations

This authority for approval of telecommunications and facsimle acquisitions is a supplement to the authorities delegated in the August 17, 1987, Acquisition Delegation of Authority to all PHS Agency Heads. those PHS agencies who have been given throceased ADP acquisition approval authority may treat this as an amendment to that authority.

#### Effective Date

these delegations are effective upon date of signature

Indian Health Service

SUBJECT: AMENDMENT TO PHS ADP AND TELECOMMUNICATIONS AUTHORITY: TELEPHONE AND FACSIMILE EQUIPMENT ACQUISITIONS

Pursuant to the authority vested in the Associate Director, Office of Administration and Management, Indian Health Service (IHS), on October 21, 1988, I hereby delegate to the Associate Director, Office of Information Resources Management, IHS, the authority, with authority to redelegate to Area Directors and Area Information Systems Coordinators, the following authorities to be exercised within their jurisdiction:

- Installation, replacement relocation or removal of any stand-alone telephone equipment arrangement that has the capacity or capability to serve fewer than 50 telephones, at locations in the 50 States and Puerto Rico, when the:
  - system life does not exceed five years: and
  - b.
  - System life cost does not exceed \$25,000 and General Services Administration.(GSA consolidated service is not available.
- installation or relocation of fewer than 25 business
- Lease or purchase of intercity facsimile telecommunications services and facilities when the:
  - а.
  - system life does not exceed five years: and system life cost (Including maintenance does not b. exceed \$25,000: and
  - C. facilities are located in the 50 States and Puerto Rico.

#### authority to Redelegate

This authority may be further redelegated as stated above.

#### Accountability

A redelegation to the Associate Director, Office of Information Resources Management, and Area Directors does not alleviate the Director, IHS, or Associate Director, Office of Abministration and Management, from accountability for any acquisitions of ADP resources made under this delegation of authority. This authority should be exercised In consultation with the IHS Headquarters or Area Contracting Officers.

#### Information and Guidance

On July 14, 1908, the Assistant Secretary for Management and Budget gave the Public Health Service (PHS) their full dollar authorities for the items listed in Section 201-23.501 of the Federal Information Resource Management Regulations (FIRMR). Use of Multl-year Contracting Authority for small Telecommunication Systems.

In exercising this authority, please be reminded that under FIRMA 201-23.501, agencies electing to exercise the delegations shall establish management and control procedures coordinated by the agency designated senior official for information resources management activities and the agency senior procurement executive.

At locations where telephone service is centrally coordinated, such as by the Administrative Servicer Center for the Parklawn Building and the Telecommunications Management Branch for the National Institutes of Health Campus, agencies will continue to acquire telephone services and equipment through these service organizations.

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(Currently, long distance telephone transmission Costs PHS about \$0.40 per minute. Therefore, large documents that would require more than one-half hour to transmit via facsimile machine can usually be delivered more economically by express mail.)

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- b. Agency approval should also be based on review of an estimate of life cycle cost of the machine, including equipment cost, cost of paper, supplies and maintenance. PHS offices should Purchase, not lease facsimile equipment Although not a part of the system life cost, transmission costs based on estimated volume of documents transmitted should also be estimated so that the program office is aware of the full cost of its planned facsimile usage.
- t. Agencies should approve facsimile machine acquisitions only for current state-of-the-aft equipment which is compatible with other machines with which users anticipate communicating. (At this the, facsimile machines acquired should meet at least Group III specifications.)
- d. Agencies should consider facsimile alternatives for offices equipped with PCS, such as PC facsimile board technology which allows PCs to perform direct electronic facsimile transmission.
- OO Agencies shall not use facsimile transmission to send classified, sensitive or Privacy Act-protected materials. The public telephone lines used in facsimile transmission are not secure. Only non-sensitive Information may be sent. (PC hackers are already Proficient at intercepting private facsimile transmission using PCs equipped with facsimile boards.

#### Prior Delegations

This authority for approval of telecommunications and facsimile acquisition is a supplement to the authorities delegated in the August 17, 1987, Acquisition Delegation of Authority to all PHS Agency Heads. Those PHS agencies who have been given increased ADO acquisition approval authority may treat this as an amendment to that authority.

#### Effective Date

These delegations are effective upon date Of signature

Oate Associate Director

Office of Administration and Management

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HPSA-31 (Formerly HSA-31)

#### INVENTORY ADJUSTMENT

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7. ACTION OF APPRO for edjustment. (See	VING AUTHORITY: The line items Leie: Exhibit X-31A Instructions)	ed are to be listed see Report-of-Survey. The	remaining line items are approved
Approving Official	(Signature)	(Title)	(Date)
Approving Official	(Signature)	(Title)	(Date)

OHHSJ≅ 12/80

# DEPARTMENT OF HE ALTHAND HUMAN SERVICES REQUEST FOR PROPERTY ACTION (1) REQUESTING OFFICE, ROOM NUMBER & TELEPHONE NUMBER (2) CUSTODIAL LOCATION (5) ACTION REQUESTED (turn in, receipt, sympler, disposition instructions) EXPLAIN IN DETAIL.

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HHS 22 (REV. 10/83)

#### INSTRUCTIONS FOR COMPLETINGHHS 22

#### Block ≠

- 1. Identify your organization by name, location by room number, and your telephone number.
- 2. Your custodial area/location code.
- 3. Your Common accounting number and your administrative code.
- 4. Date of your request.
- 5. Specify what You want to have done.
- 6. Serial number or local decal number. If neither leave blank, 00 NOT COMBINE MACHINES AND FURNITURE.
- 7. Complete nomenciature of the item(s) stock number, modelnumber, etc. It k necessary to adequately describe the stems to insure identification.
- i. Number of units.
- 9. Unit of issue: each, set, pkg., etc.
- 10. Condition code. See below.
- 11 and 12. From the file of best estimate. Accountable officer should werify.
- 13. Print/type name of Custodial Officer. Sign and date.

- 14. To be completed by individual receiving property. Printrype name, sign and date.

  15. Signature of Accountable Officer or authorized representative.

  16 and 17. To be initialed by the Accountable Officer when action ha been posted to appropriate account.
- 18. To be assigned by the Accountable Officer.

#### Condition Codes (Column 10)

Disposal condition code	- Brief definition	Expanded definition				
1	Unused-good	. Unused property that is usable without repairs and identical at interchangeable with new items from hormal subply sources.				
2	Unused-fair	<ul> <li>Unused property that is usable without repairs, but it deterio- rated or damaged to the extent that utility is somewhat impaired.</li> </ul>				
3	Unused-poor	. Unused property that is usable without repeats, but is considerably deteriorated or demaged. Enough utility remains to elective the property better than salvage.				
4	Used-good	. Used property that is usable without repairs and most of its assetut life remains.				
\$	Used-fair	. Used property that is usable without repairs, but is somewhat worn or deteriorated and may soon moules repairs.				
	Used-poor	. Used property that may be used without repairs, but is conside ably worn or deteriorated to the degree that remaining utility is limited or major require will soon be required.				
7	Repairs required -good	Required repairs are minor and should not exceed 15 percent a priorital acquisition post.				
	Repairs required—fair	Required repairs are considerable and are estimated to range from 16 percent to 40 percent of original acquisition cost.				
•	Repairs required=poor	<ul> <li>Required repairs are major because property is Badly damaged, worn, or deteriorated, and are estimated to range from 41 per cent to 65 percent of principal acquisition cost.</li> </ul>				
×	Selvage	Property, has some value in excess of its basic material content, but repair or rehabilitation to use for the originally intended surpose is clearly impractical. Repair for any use would excee				
	* **	65 percent of the original acquisition cost.				
	Screp	. Material that has no value except for its basic material content.				

#### Distribution

Original and 2 - To Accountable Officer

- To Receiving Office 1 Copy

- Hold 1 Copy

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## PERSONAL CUSTODY PROPERTY RECORD/HAND RECEIPT PROPERTY ISSUED To: OPDIV/STAFFDLY DIVISION/BRANCH LOCATION: RM./BLDG. NAME: (LAST) (FIRST) (IJI) Statement of Responsibility I have received the item(s) listed below on the date indicated. I accept personal responsibility for the property and will surrender it upon demand, transfer, or separation from the Government. I further understand that failure on my part to exercise responsibility for the care and protection of the item(s) listed below could result in pecuniary liability established in accordance with HHS Materiel Management Manual § 103-1.5008(b). DESCRIPTION—INCLUDING MAKE, MODEL, SERIAL NUMBER AND ACCESSORIES Name of Person receiving property telephone number SIGNATURE DATE RETURNED RECEIVED-SIGNATUREO/CUS | OD/ALOFFICER ITEMS ARE TO BE RETURNED TO: NAYS OF ISSUING PROPERTY REFRESENTATIVE SIGNATURE ISSUING OFFICE LOCATION TELEPHONE NUMBER

HHS439(REV.7/83)

#### eU.S.QPO:1990-0-256-139/20237

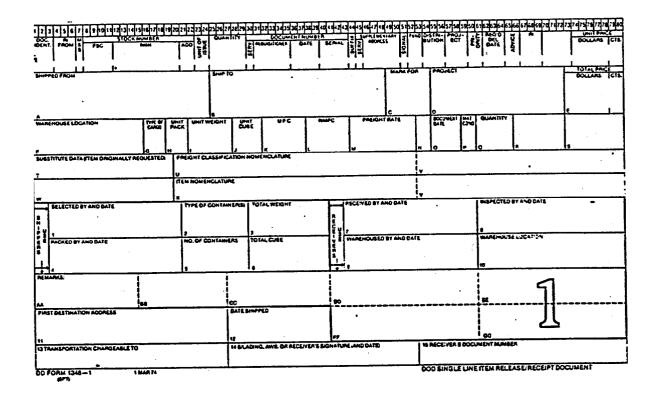
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	GENERAL SERVICES ADMINISTRATION NOTICE OF AWARD ISALE OF GOVERNMENT-OWNED PERSONAL PROPERTY		326	5179	
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+U.S. GOVERNMENT PRINTING OFFICE 1966 496-192

OPTIONAL FORM 15 DECEMBER 1944 GSA GIRCULAR NO. 226 Inspection ..... For Additional Information Contact ..... Refer to Sale No.

#### DO NOT RETURN WITH BIG

#### SALE OF GOVERNMENT PROPERTY **GENERAL SALE TERMS AND CONDITIONS**

INVITATION FOR BIDS NO.

PAGE

i. INSPECTION.

The Bidder is invited, arged, and cautioned to impect the property prior to submitting a bid. Property, will be available for inspection at the places and times specified in the Invitation.

#### 2. CONDITION AND LOCATION OF PROPERTY.

Unless inherwise provided in the Invitation, all property listed therein is offered for sale "as n" and "where n." Unless inherwise provided in the Invitation, the Concernment makes incovarianty, express or implied, as the invitation, the Conformation makes in warrany, represent improve, as to quantity, kind, character, quality, weight, stac, or description of any of the property, or its fitness for any use or nurpose. Except as provided in Conditions No. 12 and 14 or other special conditions of the invitation, no request for adjustment in price or for receision of the sale will be considered. The in net a talk in sample.

#### 3. CONSIDERATION OF BIDS.

(a) Unless otherwise provided in the Invitation, telegraphic or tele-

(a) Unless otherwise provided an the Invitation, selegraphic or selephonic bids will not be considered.

(b) The Bidder agreet that his bid will not be withdrawn within the period of time specified for the acceptance thereof following the opening of bids (60 calendar days if no period as specified by the Government or by the Bidder, but not less than 10 calendar days in any case) and that during such period his bid will remain firm and irrevocable. The Government reserves the right to reject any or all bids, including bids under which a Bidder would take unfair advantage of the Government or by the Bidder, to accept any one item of specified by the Government or by the Bidder, to accept any one item or group of items in the bid. as may be in the best interest of the Government. Unless the Invitation otherwise provides, as bid covering any listed item must be submitted on the basis of the unit specified for that item and must over the total number of units designated for that item.

4. FORMS OF BID DEPOSITS AND PAYMENTS.

#### 4. FORMS OF BID DEPOSITS AND PAYMENTS.

Unless otherwise provided in the laviation, bid deposits (when sequired by the laviation) and payments shall be in U.S. currency or any form of credit instruments other than promissory notes, made payable on demand in U.S. currency: Provided, That uncertified personal or business checks must be first pary instruments: Provided farifor. That if is connection with any prior sale, the Bidder or Purchaser tendered an uncertified personal or business check which was not paid by the drawer for any reason and the Bidder. Purchaser, and the Drawer of the check were so notified in writing by the selling agency, traverified personal or business checks will now be an accreasible from of bod sleposit or payment Bids submitted after the effective date specified in the written noulication referred to which are not accompanied by the property bid deposit will be summarily rejected. ummarily rejected.

#### 5. BID PRICE DETERMINATION.

S. BIO PRICE DETERMINATION.

When bids are solicited on a unit price basis, Bidders will insert their unit prices and total prices in the space provided for each item.

(a) In the event the Bidder inserts a total price on the item but fails to insert a unit price, the Government will determine the unit price by the quantity of the item act out is the dividing the total price by the quantity of the item act out is the invitation. The unit price by determined shall be used for the purpose of bid evaluation, award, and all phases of contract administration.

(b) When bids are solicited on a "loo" basis, Bidders should submit a single total price in the Total Price Bid column of the bid sheet. Bidders should not make any entry in the Unit Price Bid column. In the event a Bidder submits a total bid price and also a unit bid price which are not identical, the unit bid price will not be considered.

The Purchaser agrees to pay for property awarded to him in accordance with the prices quoted in his bid. Subject to any adjustment made pursuant to other provisions of this contract, payment of the full purchase price, after applying the total bid deposit, if any, must be made within the time steerified in the Invitation and none to delivery of any of the property. If an adjustment is made requiring additional payment, such payment must be made immediately upon notice of such adjustment. In the absence of any debts owed to the selling agency, where the total sum becoming due to the Government from the Purchaser on a contract awarded to him under the Invitation is less than the total amount deposited with his bid, the difference will be promptly refunded and also, deposits accompanying bids which are not accepted will be primptly

refunded to the Bidder. No refund or demands will be made for any amount less than one dollar (\$1).

Unless otherwise provided in the Invitation, title to the property sold hereunder shall year in the Purchaser as and when removal is effected. On all moure wehicles and motor-propelled or motor-drawn equipment exquering licensing by a State motor vehicle regulatory agency, a certificate of release, Standard Form 97, will be furnished for each vehicle and pure of equipment unless otherwise provided in the Invitation.

#### 4. DELIVERY, LOADING, AND REMOVAL OF PROPERTY.

of equipment unless otherwise provided in the Invitation.

4. DELIVERY, LOADING, AND REMOVAL OF PROPERTY.

(a) Unless otherwise provided in the Invitation, the Purchaser shall be entitled to obtain the property upon full payment therefor with delivery being made only from the exact place where the property is located within the installation. The Purchaser must make all arrangements accessary for packing, removal, and transportation of property. The Government will not act as liaison in any fashion between the Purchaser and carrier, nor will the Government recommend a specific common carrier Loading will only be performed as set forth in the Invitation, and unless otherwise provided in the Invitation, loading will not be performed on Saurdays, Sundays, Federal holidays, or any day that the invitaliation where the property is located is closed. Where it is provided that the Government will nod, the Government will make the initial placement of the property on conveyance shall be as determined by the Government on the Purchaser's conveyance shall be as determined by the Government of the property on conveyance shall be as determined by the Government. Unless otherwise provided in the Invitation, the Government will not block, chock, brace, tash, band, or in any other manner secure the earge on such conveyance(s) furnished by the Furchaser.

(b) Where it is provided in the Invitation that the Government will not load or that the Furchaser will load, the Furchaser will make all arrangements and perform all work becessary to effect removal or that the period of time allowed in the Invitation. If the Contracting Officer determines that the fallure to remove the property within the period of time allowed in the Invitation. If the Contracting Officer determines that the fallure to remove the property within the period of dime allowed for the most specifically allowed acuse out of tauses beyond the control and without the fault or sender the removal expective the purchaser to the Contracting Officer pursuant to this clas

#### 9. DEFAULT.

If, after the award, the Purchaser breaches the contract by failure to make payment within the sime allowed by the contract as required by Condition No. 6, or by failure to remove the property as required by Condition No. 6, then the Government may send the Purchaser a 15-day written notice of default (calculated from date of mailing), and stopon Purchaser's failure to cure such default within that period (or such further period as the Contracting Officer may allow) the Purchaser shall lose all right, side, and interest which he might otherwise have acquired in and to such property at to which a default has occurred. The Purchaser agrees that in the event he fails to pay for the property or remove the same within the prescribed period(s) of sime, the Government shall be entitled to retain to or collect; as liquidated damager a sum equal to the graster of (s) 30 percent of the purchase price of the item(s) as to which the default has occurred, or (b) \$25, or the purchase price of such item(s) if the

STANDARD FORM 114C REVISED 6-66 Prescribed by GSA Fruit (41 GFR) 101-66.3 purchase price is less than \$25: Providel. That in the event of multiple awards of nems under a single formation for Bids, the amount to be charged, if the minimum charge provided for in (b) above is applicable, shall be determined by the soul purchase price reflected in the award documents: Provided further. That the mission is much may be secovered by the Government as damages for failure of the Purchaser to pay for and remove the property shall be the formula amount. The Government shall specifically apprise the Purchaser, either in its original noise of default (or in separate subsequent written nince), that upon the expression of the period prescribed for earing the default, the formula amount will be retained (or collected) by the Government as liquidated damages. However, if the property was sold on a "per lot" basis and the Purchaser removes a sportion of the lot but fails to remove the balance, no pursion of the purchase price will be refunded. If the Purchaser otherwise fails in the performance of his obligations, the Government may exercise such rights and may pursue such remedies as are provided by law or under the contract.

#### IQ. SETOFF OF REFUNDS.

The Bidder or Purchaser agrees that the selling agency may use all or a portion of any bid deposit or refund due him to satisfy, in whole or in part, any debts arising out of prior transactions with the Government.

Norwithstanding any other provision of this contract, unless paid within 30 calendar days from the date of first written demand, all amounts that so exercise days from the date of tisse written demand, all amounts may become purable by the Purchaser to the Government under this contract shall bear simple interest at the ease which has been established by the Secretary of the Tressury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-363), from the date of first written demand until paid.

## 12- ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT.

Unless otherwise provided in the Invitation, when property is sold by a unit other than "weight," the Government reserves the right to vary the quantity rendered or delivered to the Purchaser by 10 percent; when the property is sold by "weight," the Government seserves the right to vary the weight fendered or delivered to the Purchaser by 20 percent. The purchase pice will be adjusted upward or downward in accordance with the unit price and on the basis of the quantity or weight actually delivered. Unless otherwise specifically provided in the Invitation, an adjustment for such variation will be made where property is sold on a "price for the lot" basis.

#### IJ. WEIGHING, SWITCHING, AND SPOTTING.

Where weighing is secreasry to determine the eract purchase price, the Purchaser shall arrange for and pay all expenses of weighing the property (unless Government scales are available on the premises). All switching and sporting charger thall be paid by the Purchaser unless such services are performed with Government-owned or Government-operated locomotives on Government property. When removal is by anuck, weighing shall be under the supervision of the Government and at its option on: (a) Government scales, (b) certified scales, or (c) other scales acceptable to both parties. When removal is by rail, weighing shall be on milited stack scales, or by other means acceptable to the railroad for freight purposes.

#### IL RISK OF LOSS.

Unless otherwise provided in the Invitation, the Government will be responsible for the eare and protection of the property subsequent to it being swillable for inspection and prior to far removal. Any loss, damage, or destruction occurring during such period will be adjusted by the Contracting Officer to the extent it was not caused directly or indirectly by the Purchaser, in spents, or employees. At the discretion of the Contracting Officer, the adjustment may consist of recitation. With respect to loues only, in the event the property is offered for sale by the "lot," so adjustment will be authorized under this provision unless the Government is notified of the loss prior to removal from the installation of any portion of the lox with respect to which the loss is claimed.

#### IS LIMITATION ON GOVERNMENT'S LIABILITY.

Except for reasonable packing, loading, and trhasportation costs (such packing, loading, and transportation costs being recoverable only when a return of property at Government costs is specifically authorized in writing by the Contracting Officer) the measure of the Government's liability in any case where liability of the Government to the Purchaser has been established shall not exceed refund of such portion of the purchase price as the Government may have received.

#### 14 ORAL STATEMENTS AND MODIFICATIONS.

Any oral sestement or representation by any representative of the Government, changing or supplementing the Invitation or contract or any Condition thereof, is unauthorized and shall confer no right upon the Bidder or Purchaser, Further, no interpression of any provision of the

contract, including applicable performance requirements, shall be binding on the Conveniment onless formshed or agreed to, in arriang, by the Contracting Officer or his designated representative.

#### 17. COVENANT AGAINST CONTINGENT FEES.

(a) The Purchaser wareases that no person or agency has been employed or recained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bunt lide employee or agency. For herech or volation of this wareasty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract without liability or, in its discretion, to deduct from the contract without liability or, in its discretion, to deduct from the contract without liability or, in its discretion, the full amount of the contingent fee.

(b) "Bons filde agency," as used in this clause, means an established commercial or selling agency, maintained by a Purchaser for the purpose of securing business, that seither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds such out as being able to obtain any Government contracts or contracts through an approper influence to the Purchaser's supervision and control as to stime, place, and manner of performance, who neither exerts our pruposes to exert improper influence to solicit or obtain Government contract as to time, place, and manner of performance, who neither exerts our pruposes to exert improper influence to solicit or obtain Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, bothering, or other fee that is contingent upon the success that a person or concert has in securing a Government contract what is necessal to induce a Government employee or officer as give consideration or to act regarding a Government contract on any basis other than the merris of the santer. (a) The Purchaser warrants that no person or agency has been em-

#### IL OFFICIALS NOT TO BENEFIT.

No member of or Delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

#### CERTIFICATE OF INDEPENDENT PRICE DETERMINA-TION.

(a) The Purchaser certifies that—
(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any constitution, or agreement with any other Purchaser or competitor relating to (I) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices affered;

retainty to (1) those prices, (u) was mentione to student as other, or (tal) me methods or factors used to calculate the prices offered;

(2) The prices in this offer here not been and will not be knowingly, disclosed by the Purchaser, directly or indirectly, to any other Purchaser or competitor before bid opening (in the case of a formally advertised solicitation) or cournet ward (in the case of a negotiand solicitation) and the solicitation of the solicitation of the solicitation of the purchaser was include any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each algunature on the offer is considered to be a certification by the algunatory that the signatory—

(1) Is the person in the Purchaser's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (aXI) through (aXI) showe; or (2XI) Has been authorized, in writing, to act as agent for the principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (aXI) through (aXI) through (aXI) through (aXI) showe.

(ii) As an authorized agent, does certify that the principals have

(a)(3) above.

(ii) As an surhorized agent, does certify that the principals have not participated, and will not participate, in any action contrary so subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary so subparagraphs (a)(1) through (a)(3)

above.

(c) If the Purchaser deferes or modifies subparagraph (aX2) above, the
Purchaser must furnish with so offer a signed somement setting forth in
detail the circumtunces of the disclosure.

#### 20. ASSIGNMENTS OF CONTRACTS.

Any contract awarded under the lavitation is subject to the provisions of 41 U.S.C. 15 which generally precludes assignment of such contract.

#### 21. CLAIMS LIABILITY.

The Bidder or Purchaser agrees to save the Government harmless from any and all actions, claims, debts, demands, pidgments, liabilities, costs and astorney's fees asting out of, elaimed on account of, or in any manager predicated upon loss of or damage to property and injuries, litness or disabilities to or death of any and all persons whatsoever, including

members of the general public, or to the property of any legal or political entity including State, local and intertuite bodies, in any manner caused by or contributed to by the Bidder or Furchaser, its agents, servants, employees, or any person subject to us control while in, upon or about the sale site and/or the site on which the property is located, or while the property is in the possession of or subject to the control of the Bidder or Purchaser, its agents, servants or employees after the property has been removed from Government control.

#### 22. WITHDRAWAL OF PROPERTY AFTER AWARD.

The Government reserves the right to withdraw for its use any or all of the property covered by this contract, if a bona fide requirement for the property develops or exist prior to actual removal of the property from Government control. In the event of a withdrawal under this condition, the Government shall be liable only for the refund of the contract price of the withdrawa property or such portion of the contract price as it may have received.

#### 25. ELIGIBILITY OF BIDDERS.

The Bidder warrants that he is not: (a) under 18 years of age; (b) an employee of an agency of the Federal Government (either at a civilian or as a member of the Armed Forces of the United States, including the United States, including the United States Coast Guard, on active duty) prohibited by the regulations of that agency from purchasing property sold hereunder; (c) an agent or immediate member of the household of the employee in (b), shows. For breach of this warrant, the Government shall have the right to annul this contract without liability.

## 24. REQUIREMENTS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

It is the Bidder's responsibility to ascertain and comply with all applicable Federal, State, local, and multi-jurisdictional laws, ordinances, and regulations pertaining to the registration, licensing, bandling, possession, tensportation, transfer, especiality, proceeding, manufacturer, sale, use of disposal of the property lated in the Invitation. Purchasers or users of this property are not excused from any violation of such laws or regulations either because the United States is a party to this sale or has had any interest in the property at any time.

#### 21. DEFINITIONS.

As used herein, the following seems shall have the mesaing see forth

below:

(a) "Tetegraphic bid" and "selegraphic notice" include bids and accident by telegram or by mailgram.

(b) "Contracting Officer" means the person accepting the bid in whole or in part on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of the representation's authorize.

tive's authority.

(c) A "small business concern" for the purpose of the sale of Government-owned property is a concern which can qualify under the small business classification criteria referenced in 1) CFR § 121.3-9.

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			SALES SLIP SALE OF GOVERNMENT PERSONAL PROPER	ITY		NO.1614761
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	EM C		DESCRIPTION			PRICE
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PATHENT RECEIVED	FOR GOVT.	SY	(Signsture and date)	BALANCE	<b>&gt;</b>	

#### **NOTICE TO BUYER**

This copy is to be retained by the buyer. When full payment is made, this copy will be so marked. An additional copy will be issued to the property custodian authorizing release of the property. Sign the release copy when the property is received. Please note the deadline date for final payment and removal of property indicated above. This sales slip is accepted subject to the General Sale Terms and Conditions of SF 114-C. a copy of which is on file and will be made available upon request.

TAG NUMBER	DATE TAG NUMBER				VEHICLE IDENTIFICATION NUMBER (VIR)		
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Foots and safety equipment			<b>********</b>	8			
Dean vehicle			<b>*******</b>	4			
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Sauges and Indicator lights							
Fuel terrel			<b>*******</b>	SERVICE			
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Engine compartment and surface under vehicle for leaks						•	
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DRIVER'S DAILY AND WEEKLY PREVENTIVE MAINTENANCE CHECKLIST

OF 346 11/85 US FPM Cha					t Motor Vehicle tification Card	Card No.	Restrictions		
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HOME ADDRESSES

STANDARD FORM 31 PAGE 3 (NEV. 11-74)

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In compliance with the Privacy Act of 1974, the following information is provided:
Solicitation of the information requested on this form is authorized by Title 40 U.S.C. Section 491. Disclosure of the information by a Federal employee is mandatory as it is the first step in the Government's investigation | > • motor vehicle accident. The principal purposes for which the information is intended to be used are to provide necessary data for use by legal counsel in legal actions resulting from the accident and to provide accident information/statistics for use in analyting accident causes and developing methods of reducing accidents. Routine use of the information may be by Federal, State or local governments, or agencies, when relevant to surject immal, or regulatory investigations or prosecutions. An employee of a Federal agency who fails to report accurately a motor vehicle accident involving • Federal vehicle or who refuses to cooperate in the investigation of • accident may be subject to administrative sanctions.

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Explain What Led Up To The Accident, How The Accident Happens [Use Additional Sheets, If Necessary]	rd, Equipment Failures, Material Defects, Etc. Plus Necessary Sketches or Photographs to make facts clear,
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ITNESS: NAME AND ADDRESS:	
raw a Diagram or Sketch of What Happened:	FOR MOTOR VEHICLE ACCIDENTS:
	SHOW VEHICLE AS AND HUMBER EACH
	USE SOLID LINE TO SHOW PATH REFORE ACCIDENT USE DASHED LINE TO SHOW PATH ATER ACCIDENT
	SHOW DIRECTION OF TRAVEL BY ARROWS
	GIVE NAMES OR NUMBERS OF STREETS OR HIGHWAYS
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ignature, Address, and Title of Reporting Official	Date: Phone:
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ignature, Address, and Title of Reviewing Authority:	Date: Phone:
	A Address
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afety and Occupational Health Office Review;	
and and deminstrates the settle Quieds Mandala.	Agency, Region, or Office: Date: Phone:
	NS UNDER WHICH THIS INFORMATION IS COLLECTED
In compliance with the Privacy Act of 1974, the following int 1. Solicitation of the information is authorized by the Occup	formation is provided: attional Safety and Health Act of 1970 (PL 91 696); & USC 7902; 29 CFR 1960; 28 USC 2671 60 and
Executive Order 12196 [1 Oct 1960]; these authorities do	BOI FROUGE that penalties be emposed for faunce to respond to this conver-
or the Departmental, Agency, Region and Start Office Sate	ted is to provide statistical data and analysis of injury, illness and property loss experience in support ety and Health Programs as well as required statistical summations or reports to the Department of
3. Routine uses of this information include: a) Providing the	ing such information.  If means for complying with the reporting requirements of the Occupational Salety and Mealth Art of
1970; 29 CFN 1900; and such other reports at may be requ	sired by legislative or regulatory obligations; b). Providing such summary statistical data and analysis
and support of corrective or preventive action; c). Respond	of the safety management programs and assist appropriate departmental functions in the insipation ging to a court subcome or court of comprent jurisdictions in a criminal or givil surt; and d). Trans-
when a violation or optential violation of a statute or regulation	ites, whether federal, state, focal or foreign, such information as is relevant ag investigative action or lation is indicated.
4. The effect on the individual of not providing all or part of	the reducated information may be to render impossible or to delay the Department's documenting or made to obtain the factual information relating to an incident from other sources should the in-
dividual involved refuse to provide the requested informati	- Times to witten the recites unformation releting to an incident from other fources thould the an- ion.
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MANAGEMENT	SERVICES

## CHAPTER 12 PERSONAL PROPERTY MANAGEMENT

## CERTIFICATION FOR THE ACQUISITION OF ADDITIONAL FOULPMENT

	ADDITIONAL EQUIPMENT
'Requ	isition No
a.	The requirement is absolutely essential.
b.	The item meets existing use standards.
С.	Validation in accordance with DHHS Materiel Management Manual 103.25.150.3.
	1) Basis of need.
	2) Utilization consideration.
	3) Other-considerations.
d.	There are no other items available within the Agency to meet the requirements, either from equipment pools/sharing or from unrequired and excess sources.
е.	It is the least expensive items which will satisfy the requirement. Approvals requesting other than lowest price available must be supported by a justification signed by the Executive Officer, Indian Health Service.
f.	A rehabilitated <b>item</b> will be accepted if available.
g.	The appropriate GSA Regional Office Surplus Property Program does not have a suitable item to meet the need.
	Area Property Management Officer
	DATE