

GS \$Mart® - Alpha Plan, Certification Form

Please note, this form is the acceptance certificate as well as other documentation. If all other documents are already signed and approved, this form directs the Lender to pay the Supplier for the assets on behalf of the State. The payment to the supplier will be no earlier than the date of acceptance in this letter, or the scheduled date of payment in the contract on the Payment Schedule.

The following will be prepared by the Lender on the Lender's letterhead for the State to execute:

DATE:

AGENCY NAME:

CONTACT NAME AND PHONE NUMBER:

ADDRESS:

CITY, STATE, ZIP:

RE: Contract No. between (State Agency) and
..... (Supplier), with (Lender) as the State's designated
Lender.

Dear(CONTACT NAME).....:

All payments and notices in connection with the Contract are to be sent to the Lender designated in the Contract at the following address:

..... Lender

..... Remit to Address

..... City, State, Zip

The terms of the Contract specify that the Supplier shall continue to perform all *performance* obligations and duties under the Agreement and neither Assignee nor the Paying Agent shall be responsible to perform any such obligations.

The State agrees to appoint the Lender as the agent for the purposes of maintaining a book entry system as required by the Internal Revenue Code of 1986 as revised.

The Lender agrees the State shall have no continuing disclosure obligation under S.E.C Rule 15c2-12, and therefore agrees to comply with the requirements for exemption from the rule set forth in Section 15c2-12(d)(1)(i).

Pursuant to the Contract, the State hereby certifies (1) that the assets described in the Contract have been delivered to the State, have been inspected, have been found to be in conformance with the contract and in good working order and are therefore fully and finally accepted by the State, and; (2) the Date of Acceptance for such assets is, 2.....

The State is either self-insured [] (check if applicable), or insured under policy #

..... with (Insurance company name) with coverage as prescribed in the Contract.

The State further certifies, and the undersigned hereby represents, that the assets described in the Contract are essential to the State's obligation to perform the following functions and that the need is not temporary or expected to diminish in the foreseeable future. Specifically such assets were selected by the State to be used for the following purposes as indicated below or on the attached page(s):

As will be set forth in the applicable IRS Form 8038-G/GC, the date of issue of the obligation is, 2.....(same Date of Acceptance).

[For purposes of the actual document the Lender must choose the correct language as follows to reflect the manner in which proceeds are expended.]

As of the date of issue, all gross proceeds of the Contract (*have been expended*) **OR** (*are reasonably expected to be expended within six (6) months of the date of issue*) for the governmental purpose for which the contract was issued. Accordingly, pursuant to Section 148(f) (4) (B) (i) of the IRS Revenue Code the requirements of Section 148 (f) (2) have been fully satisfied and no amounts are now or shall in the future be required to be rebated to the United States of America in connection with the Contract. If the expectation of funds being expended within six (6) months is not met the Lender, or its assigns, hereby agree that it shall take all steps necessary to comply with Section 148 (f) of the Code, including, but not limited to, all actions specified in a rebate certificate or other written instructions from the State to the Lender.

Lender: _____

By Name: _____

Title: _____

Date: _____

**Acknowledged by
State Department:** _____

By Name: _____

Title: _____

Date: _____