

ARKANSAS AGENCY FOR FEDERAL SURPLUS PROPERTY

8700 Remount Road

North Little Rock, AR 72118

Telephone # 501-835-3111 Fax # 501-992-1008

ELIGIBILITY APPLICATION (12/03/13)

Organization's Legal Name _____

Address _____ City _____ Zip Code _____

Telephone _____ E-mail Address _____ County _____

1. Check Type of Institution: Public () Non-Profit Tax Exempt: ()

- a. State Agency _____
- b. Local Government _____
- c. Public Safety _____
- d. School District _____
- e. College/University _____
- f. Health Institution _____
- g. Skilled Nursing Facility _____
- h. Program for Elderly _____
- i. School for Mentally/Physically Handicapped _____
- j. Educational Radio/TV _____
- k. Non-Profit Education _____
- l. Private School _____
- m. Apprenticeship School _____
- n. Library/Museum _____
- o. Child Care Center _____
- p. Suburban Improvement District _____
- q. Water Association _____
- r. Solid Waste District _____
- s. Public Airport _____
- t. Provider to Impoverished _____
- u. Service Educational Activity _____
- v. Veterans Organization _____
- w. Other (Specify) _____

2. Source of Funds:

- a. Tax Supported by Public Agency _____
- b. Grants and/or Contributions _____
- c. Other (Specify) _____

3. If either 2b or 2c is answered in the affirmative, has the institution been determined to be non-profit and tax-exempt by the Internal Revenue Services? Attach a copy of the determination.

- a. Yes _____
- b. No _____

4. Attach evidence of either: Licensing _____, Accreditation _____, Approval _____, (if required for one or more of applicant's programs)

5. Attach a narrative, on official letterhead, describing organization and services offered

_____ **X** _____
 Donee Official's Typed/Printed Name & Title Signature Date

Please attach the following to your application upon submission:

- 1. Narrative of program description and services offered
- 2. Articles of Incorporation/By-Laws (if applicable)
- 3. IRS determination (if non-profit)
- 4. Copy of license, accreditation, or approval (if required)
- 5. Financial Statement (if non-profit)

FOR FEDERAL SURPLUS PROPERTY USE ONLY

Date Approved _____ Manager _____

Comment _____

NONDISCRIMINATION ASSURANCE (revised 1-30-03)

ASSURANCE OF 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 SERVICES ACT OF 1949, AS AMENDED, TITLE IX OF THE EDUCATION AMDENDMENTS OF 1972, AS AMENDED, AND SECTION 303 OF THE AGE DISCRIMINATION ACT OF 1975.

_____, hereinafter called the “donee”, hereby agrees that:
(Organization’s Legal Name)

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 require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration (41CFR 101-6.2) issued under the provisions of 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, to the end that no person in the united States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and Hereby Gives Assurance that it will immediately take any measure necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee and the word “donee” as used herein includes any such successor in interest.

Donee Mailing Address:

DONEE OFFICIAL’S TYPED/PRINTED NAME & TITLE

X_____
SIGNATURE DATE

TELEPHONE # _____

ARKANSAS FEDERAL SURPLUS PROPERTY ASSISTANCE PROGRAM

CERTIFICATIONS AND AGREEMENTS (rev. 1-27-05)

(a) THE DONEE CERTIFIES THAT:

- (1) It is a public agency; or a nonprofit educational or public health institution or organization, exempt from taxation under section 501(c)(3) 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 the regulations of the Administrator of General Services.
- (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 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, and including research for such purpose. 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 approval of the State Agency.
- (3) Funds are available to pay all costs and charges incident to donation.
- (4) Transactions shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Title VI, Section 606, of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendment of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975.

(b) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

- (1) All items of property shall be placed in use for the purposes for which acquired within one year of receipt and shall be continued in use for such purposes for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State Agency.
- (2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) of property received.
- (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 person as GSA or its designee shall direct.

(c) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT.

- (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 purpose(s) for which acquired for a period of 18 months from the date the property is placed in use, except for such items of major equipment on which the State Agency designates a further period of restrictions.
- (3) In the event the property is not so used as required by (c) (1) and (2) and Federal restrictions (b) (1) and (2) have expired then title and right to the possession of such property shall at the option of the State Agency revert to the State of Arkansas and the donee shall release such property to person as the State Agency shall direct.

(d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS AND RESTRICTIONS:

- (1) From the date it receives property and through the period(s) of time the conditions imposed by (b) and (c) above 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) or the State Agency under (c). 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 State Agency, shall be remitted promptly by the donee to GSA. In the event any property 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 (c) remain in effect, without the prior approval of GSA or the State Agency, the donee, at the option of GSA or the State Agency shall pay to GSA, 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.
- (2) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b) and (c) remain in effect, any of the property is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State Agency, and shall, as directed by the State Agency, return the property to the State Agency, release the property to another donee or another State Agency, 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 State Agency.
- (3) The donee shall make reports to the State Agency on the use, condition, and location of the property received, and on other pertinent matters as may be required from time to time by the State Agency.
- (4) At the option of the State Agency, the donee may abrogate the conditions set forth in (c) and the terms, reservations and restrictions pertinent thereto in (d) by payment of an amount as determined by the State Agency.

(e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY RECEIVED.

- (1) The property acquired by the donee is on an "as is", "where is" basis, without warranty of any kind.
- (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, General Services Administration will be entitled to reimbursement from the donee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated items.

(f) 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, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED:

The donation shall be subject to the terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document executed by the authorized donee representative.

(g) THE DONEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS IMPOSED BY THE STATE AGENCY APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF UNDER \$5,000.

All items of property shall be placed in use for the purpose for which it was acquired within one year and shall be continued in use for such purposes for eighteen (18) months from the date the property was placed in use.

Donee Official's Typed/Printed Name & Title _____

Signature X _____ Date _____

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AUTHORIZATION LIST (revised 12-03-13)

I hereby authorize the following representative(s) to act for (organization's legal name):

_____ County _____

- (1) In acquiring donable property from the State Agency; (2) To obligate any necessary funds of the applicant for this purpose; (3) To execute the State Agency Issue document including terms, conditions, reservations, and restrictions that the State Agency or General Services Administration may establish on the use and disposal of the property.

NAME (TYPED OR PRINTED)

NAME _____ SIGNATURE _____

TITLE _____ E-MAIL _____

TELEPHONE # _____

E-MAIL _____

FAX # _____

ADDRESS _____

DONEE OFFICIAL'S TYPED/PRINTED NAME & TITLE

X
SIGNATURE _____ DATE _____

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (revised 1-30-03)

1. _____ certifies, by submission of this proposal,
DONEE (organization's legal name)

that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the Donee organization is unable to certify to any of the statements in this certification, such prospective Donee shall attach an explanation to this proposal.

DONEE OFFICIAL'S TYPED/PRINTED NAME & TITLE

X

SIGNATURE

DATE

DO YOU KNOW

WHAT YOU AGREED TO WHEN YOU SIGNED YOUR DISTRIBUTION DOCUMENT?

YOU AGREED TO USE THE SURPLUS PROPERTY ONLY IN THE OFFICIAL PROGRAM WHICH YOU REPRESENT,

AND

YOU AGREED TO PUT THE SURPLUS PROPERTY INTO USE WITHIN ONE YEAR AND TO USE IT FOR AT LEAST ONE YEAR,

AND

YOU AGREED TO USE CERTAIN ITEMS FOR EIGHTEEN (18) MONTHS OR LONGER,

AND

YOU AGREED THAT YOU WOULD NOT SELL THE PROPERTY, LOAN IT, TRADE IT, OR TEAR IT DOWN FOR PARTS UNLESS WE GIVE YOU PERMISSION BEFORE YOU DO IT,

AND

YOU AGREED TO PAY THE U.S. GOVERNMENT IF YOU DID NOT USE THE PROPERTY ACCORDING TO YOUR AGREEMENT.

SUMMARY

1. SURPLUS PROPERTY MUST BE USED IN AN AUTHORIZED PROGRAM
2. PERSONAL USE OR NON-USE OF SURPLUS PROPERTY IS NOT ALLOWED
3. PERMISSION MUST BE OBTAINED BEFORE SELLING, TRADING OR CANNIBALIZING SURPLUS PROPERTY
4. READ THE BACK OF YOUR DISTRIBUTION DOCUMENT - UNDERSTAND YOUR OBLIGATIONS.

PRINT _____

SIGN _____

INITIAL _____.