

ARKANSAS FEDERAL SURPLUS PROPERTY

8700 Remount Road North Little Rock, AR 72118

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

ELIGIBILITY APPLICATION (revised 9-7-16)

Organization's Legal Name _____

Mailing Address _____

Physical Address _____ County _____
(if different from mailing address)

Phone _____ Fax _____ Email Address _____

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

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

2. Source of Funds:

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

3. Provide a narrative letter, on official letterhead, describing organization, services offered, and description of facilities operated (including physical address). (Required for all applicants)

4. If a non-profit tax exempt organization, as determined by the Internal Revenue Services, attach a copy of the determination

5. If required for one or more of the organization's programs attach evidence of either: licensing, accreditation, or approval.

6. If applicable attach a copy of the Articles of Incorporation, By-Laws, and/or Ordinance establishing the organization.

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

FOR FEDERAL SURPLUS PROPERTY USE ONLY

Date Processed: _____ Processed By: _____

Date Approved: _____ Approved By: _____

Comments: _____

NONDISCRIMINATION ASSURANCE

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 AMENDMENTS 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 and 101-8) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended, 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, and the Civil Rights Restoration Act of 1987, 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 (1) that this agreement shall be subject in all respects to the provisions of said regulations, (2) that this agreement shall obligate the donee for the period during which it retains ownership or possession of the property, (3) that the United States shall have the right to seek judicial enforcement of this agreement, and (4) that 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:

TELEPHONE # _____

DONEE OFFICIAL’S TYPED/PRINTED NAME & TITLE

X _____
SIGNATURE DATE

CERTIFICATIONS AND AGREEMENTS

A. THE DONEE CERTIFIES THAT:

- (1) It is either a public agency, a veteran organization, or a nonprofit 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 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 one or more public purposes. If a veteran organization, the property will be used for purposes of providing services to veterans. 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 such purpose or for programs for older individuals, or for programs providing services to the impoverished. 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 from Arkansas Federal Surplus Property (ARFSP).
- (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 purpose(s) for which acquired within one year of receipt and shall be continued in use for such purpose(s) 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 ARFSP, and at the donee's expense, return such property to ARFSP, or otherwise make the property available for transfer or other disposal by ARFSP, provided the property is still usable as determined by ARFSP.
- (2) Such special handling or use limitations as are imposed by the 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 the GSA revert to the United States of America and, upon demand, the donee shall release such property to the GSA or its designee.

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 ARFSP 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 ARFSP revert to the State of Arkansas and the donee shall release such property to person as the ARFSP 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 the GSA under (B) or the ARFSP under (C). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when such action is authorized by the GSA or by ARFSP, shall be remitted promptly by the donee to the GSA or ARFSP, as the case may be.
- (2) 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

CERTIFICATIONS AND AGREEMENTS CONTINUED (revised 8-11-16)

imposed by (B) and (C) remain in effect, without the prior approval of the GSA or ARFSP, the donee, at the option of the GSA or the ARFSP, shall pay to GSA or to ARFSP, as the case may be, the proceeds of this disposal of the fair market value or the fair rental value of the property at the time of such disposal, as determined by the GSA or ARFSP.

- (3) 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 ARFSP, and shall, as directed by ARFSP, return the property to ARFSP, 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 ARFSP.
- (4) The donee shall make reports to the ARFSP on the use, condition, and location of the property received, and on other pertinent matters as may be required from time to time by ARFSP.
- (5) At the option of ARFSP, 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 ARFSP.

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, GSA or ARFSP 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. 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:

- (1) The donation shall be subject to the additional 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 ARKANSAS FEDERAL SURPLUS PROPERTY APPLICABLE TO ITEMS DONATED.

- (1) Each passenger motor vehicle and any motorized heavy equipment (such as bulldozers, tractors, etc) shall bear the official decal of the donee or the name of the donee in letters not less than three inches in height on each side of the item during the period of compliance.
- (2) Donees agree to pay the total handling charges billed monthly within thirty days of the date of the invoice with a check drawn on the account of the donee.

H. THE DONEE AGREES TO THE FOLLOWING PENALTIES AS A CONDITION TO PARTICPATE IN THE PROGRAM.

- (1) Suspension from participation in the program for a period of twelve months for falsification of any documentation provided to AR FSP.
- (2) Suspension from participation in the program when the Donee’s account is over sixty days past due, from the date of the invoice, until the account is paid in full.
- (3) If the Donee’s account reaches 90 days past due, the donee will be placed on a one year pay-as-you-come-basis. Compliance action may be taken to retrieve the unpaid property. If property must be retrieved the donee will be placed on a one year suspension from the program.
- (4) If a check received for payment is returned as “insufficient funds” the Donee will be placed on a six-month suspension from the program. After the six months is up, the account will be placed on a one year pay-as-you-come basis. Additional instances of “insufficient funds” will require an increasing amount of suspension from the program.

Donee Official’s Typed/Printed Name &Title _____

Signature X _____ **Date** _____

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AUTHORIZATION LIST

I hereby authorize the following representative(s) to act for:

(Organization's legal name) County _____

(1) To acquire property from the Arkansas Federal Surplus Property donation program on behalf of the organization; (2) To obligate any necessary funds of the organization for this purpose: (3) To execute the Distribution Documents on behalf of the organization 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 Title: Example

Signature: X E-mail: (To Receive Newsletter - Optional)

Name: _____ Title: _____

Signature: _____ E-mail: _____

.....
Donee Official's Typed/Printed Name & Title _____

Signature X _____ **Date** _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

_____ certifies, by submission of this proposal,
DONEE (organization’s legal name)

1. 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 _____

Signature X _____ **Date** _____

DO YOU KNOW

WHAT YOU AGREED TO WHEN YOU SIGNED YOUR DISTRIBUTION DOCUMENT?

SUMMARY

1. SURPLUS PROPERTY MUST BE USED IN THE AUTHORIZED PROGRAM THAT YOU REPRESENT.
2. SURPLUS PROPERTY MUST BE PLACED INTO USE WITHIN ONE YEAR AND USED FOR AT LEAST ONE YEAR. CERTAIN ITEMS MUST BE USED FOR EIGHTEEN (18) MONTHS OR LONGER.
3. PERSONAL USE OR NON-USE OF SURPLUS PROPERTY IS NOT ALLOWED.
4. PERMISSION MUST BE OBTAINED BEFORE SELLING, TRADING, LOANING, OR CANNIBALIZING SURPLUS PROPERTY.
5. YOU AGREE TO PAY THE SERVICE CHARGE ASSESSED ON SURPLUS PROPERTY BY ARKANSAS FEDERAL SURPLUS PROPERTY.
6. YOU AGREE TO PAY THE U.S. GOVERNMENT AND/OR ARKANSAS FEDERAL SURPLUS PROPERTY IF YOU DO NOT USE THE PROPERTY ACCORDING TO YOUR AGREEMENT.

READ THE BACK OF YOUR DISTRIBUTION DOCUMENT- UNDERSTAND YOUR OBLIGATIONS.

Donee Official's Typed/Printed Name & Title _____

Signature X _____ Date _____