

RENEWAL APPLICATION FOR ELIGIBILITY

PLEASE TYPE OR PRINT LEGIBLY IN BLUE OR BLACK INK WHERE APPROPRIATE

I. **ORGANIZATION NAME & INFORMATION:** Payments must be in the name of donee or parent company.

LEGAL NAME OF ORGANIZATION _____		FEDERAL EMPLOYER ID _____	
STREET ADDRESS _____	CITY _____	AK STATE _____	ZIP CODE _____
MAILING ADDRESS (P.O. Box #) _____	CITY _____	AK STATE _____	ZIP CODE _____
COUNTY _____	TELEPHONE # _____	FAX # _____	
FISCAL YEAR END DATE: _____		EMAIL: _____	

II. **APPLICANT STATUS (CHECK ONE):**

- Public Agency, including Public Schools (Tax Supported) SBA 8(a) Business Development Program
 Nonprofit, tax-exempt Organization

III. **TYPE OR PURPOSE OF ORGANIZATION:**

- | | | |
|---|--|---|
| <input type="checkbox"/> State Agency | <input type="checkbox"/> School District | <input type="checkbox"/> Program Funded for Older Americans |
| <input type="checkbox"/> County | <input type="checkbox"/> Preschool | <input type="checkbox"/> Provider of Assistance to the Homeless |
| <input type="checkbox"/> City | <input type="checkbox"/> Elementary School | <input type="checkbox"/> Provider of Assistance to the Impoverished |
| <input type="checkbox"/> Medical Institution | <input type="checkbox"/> Middle or High School | <input type="checkbox"/> Emergency Services District |
| <input type="checkbox"/> Health Center | <input type="checkbox"/> College or University | <input type="checkbox"/> Volunteer Fire Dept., EMS or Rescue Squad |
| <input type="checkbox"/> Clinic/Hospital | <input type="checkbox"/> School for Students With Disabilities | <input type="checkbox"/> Public Safety (specify) _____ |
| <input type="checkbox"/> Child Care Center | <input type="checkbox"/> Museum or Zoo | <input type="checkbox"/> SBA 8(a) Business |
| <input type="checkbox"/> Radio/TV Station | <input type="checkbox"/> Library | <input type="checkbox"/> Service Educational Activity |
| <input type="checkbox"/> Economic Development | <input type="checkbox"/> Conservation (soil, water, or utility district) | <input type="checkbox"/> Other _____ |

IV. **SOURCE(S) OF FUNDING:** Tax-supported Grants Contributions Other _____

V. (For non-profit organizations only) **HAS THE ORGANIZATION BEEN DETERMINED TO BE TAX EXEMPT UNDER SECTION 501 OF THE INTERNAL REVENUE CODE OF 1986?** Yes No

VI. **IS THE ORGANIZATION APPROVED, ACCREDITED, OR LICENSED?** Yes No
IF YES, BY WHAT AUTHORITY? (attach supporting documents) _____

VII. **SIGNATURE & TITLE OF AUTHORIZING OFFICIAL FOR ORGANIZATION** (ex. Mayor, County Judge, Superintendent, President, CEO, Fire Chief)

PRINTED NAME OF AUTHORIZING OFFICIAL _____ TITLE _____

X

SIGNATURE OF AUTHORIZING OFFICIAL _____ **DATE** _____

AUTHORIZED REPRESENTATIVES

- I. An "Authorized Representative" is a person from your organization that has been authorized to sign for the release of property on the organization's behalf. **All representatives listed in any prior applications or account updates will be deleted from the account. Only those representatives listed on this application will be allowed to acquire property.**
- II. **An authorized representative must have a signature on file with our office in order to sign for the release of property.** All others listed below may visit our warehouse locations and will be included in email broadcasts from our office, but will not be able to sign for the release of property until a signature is obtained. **Valid driver's license or state issued photo identification required prior to entering state or federal facilities.**
- III. If you wish to have the Authorizing Official included as an Authorized Representative on your account, please be sure to include him/her in the list below.
- IV. If you wish for the representative to be on our mailing list only, and be unable to sign for property, please write/type "Mailing List Only" in the "Authorized Representative's Signature" column.

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE and EMAIL ADDRESS</u>	<u>Authorized Representative's Signature</u>
(example) John Doe	County Judge	(907) 123-4567 John.doe@gmail.com	<i>John Doe</i>

The applicant hereby certifies the information provided is correct and complete and he/she understands and agrees to all terms and conditions.

NAME OF APPLICANT ORGANIZATION

PRINTED NAME OF AUTHORIZED OFFICIAL

X

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Director, Superintendent, Judge) DATE

SEND ALL APPLICATIONS TO:

STATE OF ALASKA
FEDERAL SURPLUS PROPERTY PROGRAM
2400 VIKING DRIVE
ANCHORAGE, AK 99501
TEL: (907) 754-3405 - FAX: (907) 754-3407
EMAIL: charlie.summerfield@alaska.gov

NONDISCRIMINATION ASSURANCE

_____ the donee, agrees that the program for or in connection with
(Legal Name of Organization)

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 (41 C.F.R., 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, Section 303 of the Age Discrimination Act of 1975, and the Civil Right 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 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 measures necessary to effectuate this agreement.

The donee further agrees (1) that this agreement shall be subject in all respects to the provisions of said Federal statutes and regulations (2) that this agreement obligates 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.

COUNTY/COUNTIES SERVED BY APPLICANT ORGANIZATION: _____

X

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Director, Superintendent, Judge) **DATE**

SEND ALL APPLICATIONS TO:

STATE OF ALASKA
FEDERAL SURPLUS PROPERTY PROGRAM
2400 VIKING DRIVE
ANCHORAGE, AK 99501
TEL: (907) 754-3405 - FAX: (907) 754-3407
EMAIL: charlie.summerfield@alaska.gov

DONEE CERTIFICATIONS & AGREEMENTS

(a) THE DONEE CERTIFIES THAT:

(1) It is a public agency or a nonprofit institution or 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/or 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, 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, including research for any such purpose, or for programs for older individuals, or SBA or SEA organizations, or assistance to homeless/ 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 approval of the State agency and GSA.

(3) Funds are available to pay all costs and charges incident to donation.

(4) This transaction 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 Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975 and the Civil Right Restoration Act of 1987.

(5) In accordance with 28 C.F.R. Section 42.401-42.415, the Federal Surplus Property Program collects information related to a donees race and national origin in order to provide GSA officials, upon request, with enough information for determining compliance with applicable civil rights laws. Data is collected for those donees who; (1) are eligible to participate in the FSP Program; (2) those actually participating in the recipient's programs and activities; (3) those denied participation in the recipient's program.

(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 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) or property.

(3) In the event the property is not 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 ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT, FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:

(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.

(3) In the event the property is not used as required by (c)(1) and (2) and Federal restrictions (b)(1), (b)(2) and (f) have expired then right to the possession of such property shall at the option of the State agency revert to the State of Alaska and the donee shall release such property to such person as the State agency shall direct.

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

(1) From the date it receives the property and through period(s) of time the conditions imposed by (b), (c) and (f) 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) and (f), or the State agency under (c) and (f). 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 or the State agency, as the case may be.

(2) In the event any of the 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), (c) and (f) remain in effect, without prior approval of GSA or the State agency, the donee, at the option of GSA or the State agency shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the State agency.

(3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b), (c) and (f) 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.

(4) The donee shall make reports to the State agency on the use, condition, and location of the property and on other pertinent matters as may be required time to time by the State agency.

(5) At the option of the State agency, the donee may abrogate the State conditions set forth in (c) and the State terms, reservations, and restrictions pertinent thereto in (d) by payment of any amount as determined by the State agency.

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

(1) The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind, and the Government of the United States of America, the State of Alaska, its agencies or assigns, and employees thereof will be held harmless from any or all debts, liabilities, judgments, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.

(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 the State agency, as the case may be, will be entitled to reimbursement from the donee out of the insurance proceeds, of any amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.

(f) THE DONEE AGREES TO THE FOLLOWING ADDITIONAL 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, AND FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR THE PURPOSE FOR WHICH ACQUIRED:

(1) The donation shall be subject to the additional special terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document or other agreements executed by the authorized donee representative.

(g) **THE DONEE CERTIFIES** by signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 41 CFR105-68, certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (b) Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

(h) **THE DONEE UNDERSTANDS** that by execution of this document, it is considered a sub recipient of federal financial assistance pursuant to the Single Audit Act of 1984 and further agrees to provide the State agency with results of the audit required by OMB Circular A-133.

X

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Director, Superintendent, Judge)

DATE

PROPERTY COMPLIANCE PERIOD

Participating organizations (referred to as “donees” by the federal government) are required to use the property obtained through the program for a specific amount of time before the property can be sold or transferred.

- Property must be used for the program approved for participation in the Federal Surplus Property program.
- Property valued at less than \$5,000 in original cost - the compliance period is 12 months from the date put into use.
- All vehicles and property valued at more than \$5,000 in original cost - the compliance period is 18 months.
- Aircraft and vessels longer than 50 feet - the compliance period is 60 months (5 years).
- Donee organizations do not obtain title or ownership to property designated “perpetual use” by the federal government. The compliance period is considered to be “perpetual” or ongoing on these items.
- All property must be placed into use within the first year of possession.
- State and federal program staff performs scheduled and unscheduled onsite property compliance visits to ensure the property is being used as represented.
- If the property is not paid for in full or is not being used or handled as required, the donee (program participant) will be required, at its expense, to return the property to the Federal Surplus Facility or another donee, as instructed by Federal Property Allocation Officer.
- The property may not be sold, transferred or otherwise disposed of during the compliance period. If property is sold, transferred, or otherwise disposed of during the compliance period, the donee may be subject to penalties and fines, as well as possible state or federal prosecution.
- Program participants are required to complete reports regarding property use as a condition of participating in the program.

I understand and agree to the above terms and conditions regarding property compliance and reporting and the Certifications & Agreements on page five.

If applying as an SBA 8(a) business I understand that the property compliance terms identified above do not apply to my business and that as an SBA 8(a) business I must follow SBA property compliance guidelines.

X

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Director, Superintendent, Judge)

DATE

SEND ALL APPLICATIONS TO:

STATE OF ALASKA
FEDERAL SURPLUS PROPERTY PROGRAM
2400 VIKING DRIVE
ANCHORAGE, AK 99501
TEL: (907) 754-3405 - FAX: (907) 754-3407
EMAIL: charlie.summerfield@alaska.gov