

Application For Eligibility To Receive Federal Surplus Property

SECTION 1: Legal Name & Address Of Agency

Legal Name of Agency: _____

Address: _____

Address: _____

City: _____ State: Iowa Zip Code: _____

County: _____ Telephone: _____

SECTION 2: DONEE STATUS

Please select the type of agency, check only one.

A. Public Agency, including Public Schools *Continue to Section 3*

B. Non-Profit, Tax-Exempt Educational or Health Organization *Continue to Section 4*

SECTION 3: PUBLIC AGENCIES

To be filled out only if "A" was selected in Section 2.

A. Type of Agency Please check only one.

State County City Public School District

Other (specify): _____

B. Cite the law, ordinance, agreement, etc. creating the agency: _____

C. Resident population of applicant's jurisdiction and/or number of persons (patients, clients, inmates, residents, students served daily through applicant's program(s): _____

D. Total budgeted expenditures of applicant for last full fiscal year: \$ _____

E. Source(s) of operating funds for last full fiscal year. Check all that apply and provide percentage from each.

Local Taxes: _____% State Taxes: _____% Federal Grants: _____%

Other: _____%, specify: _____

F. Total budget for current fiscal year: \$ _____

G. If other than a state agency, county or city government, state college, university or public school district, the applicant should attach a description of the size and scope of the program(s), number of persons served, sources and amounts of operating funds, annual budget, program objectives and other information that will help to evaluate the program.

Continue To Section 5.

SECTION 4: NON-PROFIT, TAX-EXEMPT HEALTH OR EDUCATIONAL INSTITUTION

To be filled out only if "B" was selected in Section 2.

A. Type of Organization Please check only one.

Child Care Center	School For Handicapped	School For Mentally Challenged	
College or University	Secondary Schools	Elementary School	Preschool
Sheltered Workshop	Training Center	Radio/TV Station	Library
Museum	Hospital	Health Center	Clinic
Homeless Agency	Other (specify): _____		

B. Is the applicant approved, accredited or licensed? Yes No
If yes, by whom? _____ (attach proof)

C. Has the applicant been determined to be a non-profit and tax-exempt under Section 501 of the U.S. Internal Revenue Code of 1954? Yes No If yes, attach a copy of the IRS Ruling Letter.

D. Funding source(s). Check all that apply and provide percentage from each.
Taxes: _____% Grants: _____% Contributions: _____%
Other: _____%, specify: _____

E. Attach a brief narrative description of your program. (For schools: include level of courses, enrollment, facilities, staff, etc.; for hospitals or health care facilities: include type of services, number of beds and/or patients served, facilities, staff, etc.; for libraries: number of volumes, population served, facilities, staff, etc.; for museums: type, population served, hours open to public, facilities, research aids, staff, etc.; for others: similar types of information that will help us to understand your program.) Send printed brochures, if available, a copy of your Articles of Incorporation, By-Laws, documents showing filing with Secretary of State and funding information. This will help to determine your eligibility.

Continue To Section 5.

SECTION 5: NONDISCRIMINATION ASSURANCE

Assurance to be executed by authorized representative of donee activity prior to receiving donations of surplus personal property from the State Surplus Agency on or after October 17, 1977.

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 Acts 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.

Name of Donee Agency: _____

hereinafter called the "donee," hereby agrees that 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 (41 CFR 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 Acts 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 grounds 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 measures necessary to effectuate this agreement. The donee further agrees that this agreement shall be subject in all respects to the provision 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.

Date: _____

Signature: _____

President/Chairman of the Board or Comparable Authorized Official

SECTION 6: DONEE AUTHORIZATION, CERTIFICATION & AGREEMENT

E-Mail Address: _____

Name of Agency: _____

Address: _____

Address: _____

City: _____ State: Iowa Zip Code: _____

County: _____ Telephone: _____ Fax: _____

Administrative Head: _____ Title: _____

Send Catalogs/Correspondence to: _____ Title: _____

Send Invoices to: _____ Title: _____

The following individuals are authorized to act as representatives of this organization for the purposes of obtaining surplus property through the Iowa Department of Administrative Services and may inspect, select and sign for property and obligate necessary funds to cover service charges on the items selected. (If additional space is needed, attach an extra sheet.)

Name	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION 6: DONEE AUTHORIZATION, CERTIFICATION & AGREEMENT (continued)

I, and the above designated representatives, assume full responsibility for all property acquired by this organization and agree to comply with the terms and conditions printed on the reverse side of this form. I further certify that this application contains no willful misrepresentation and that the information given by me is true and complete to the best of my knowledge and belief.

Date: _____

Name: _____ Title: _____

Signature: _____

SECTION 7: DEBARMENT AGREEMENT

Certification regarding debarment, suspension, ineligibility and voluntary exclusion for covered contracts.

FEDERAL EXECUTIVE ORDER 12549 requires the Iowa Federal Surplus Property Agency to screen each applicant organization to determine whether the application has a right to Obtain financial assistance/property in accordance with federal regulations on debarment, suspension, ineligibility and voluntary exclusion. Each applicant organization/covered contractor must also screen each of its covered subcontractors. In this certification, "contractor" refers to both contractor and subcontractor, "contract" refers to both contract and subcontract.

By signing and submitting this certification, the application organization accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed with the contract was entered into. If it is later determined that the Organization rendered an erroneous certification, addition to other remedies available to the federal government, Iowa Federal Surplus Property Agency, the United States General Services Administration or other federal department or agency may pursue available remedies, including suspension and/or debarment.
2. The Organization shall provide immediate written notice to the Agency to which the certification is submitted if at any time the Organization learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in the certification has meanings based upon material in the Definitions and Covered Sections Administration or other federal department or agency.
4. The Organization agrees by submitting this certification that, should eligibility to acquire property be granted, it shall not knowingly enter into by subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Iowa Federal Surplus Property Agency, the United States General Services Administration or other federal department or agency.
5. The Organization further agrees by submitting this certification titled, "Certification Regarding Debarment Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts in solicitation for all covered subcontracts.
6. The Organization may rely upon a certification of a potential subcontractor that is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. An Organization must, as a minimum, obtain certification from its covered subcontractors upon each subcontractor's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if an Organization in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the United States General Services Administration or other federal department or agency, as applicable, and/or the Iowa Federal Surplus Property Agency may pursue available remedies, including suspension and/or debarment.

Indicate in the appropriate space which statement applies to the covered potential contractor:

The Applicant Organization certifies, by submission of this certification, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Iowa.

The Applicant Organization is unable to certify to one or more of the terms in this certification, and the Applicant Organization must attach an explanation for each of the terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Applicant Organization: _____

Date: _____

Name: _____ Title: _____

Signature: _____

CERTIFICATES AND AGREEMENTS (INCLUDING TERMS, CONDITIONS, RESERVATIONS AND RESTRICTIONS):**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 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 Enterprise.
- (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 potential area one or more public purposes, or if a nonprofit tax-exempt institution organization, the property is needed for and will be used by the recipient for educational or public health purposes, and including research for such purposes. 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 Federal Surplus Property Division of the Iowa Department of Administrative Services, hereafter called the State Agency.
- (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 IX of the Education Amendments of 1972, as amended; Section 303 of the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973, as amended; and Title VI, Section 606 of the Federal Property and Administrative Services Act of 1949, as amended.

B. THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

- (1) All terms of property shall be placed in use for the purpose 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 listed hereon.
- (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 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.

- (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, listed hereon, on which the State Agency designates a further period of restriction.
- (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 Iowa and the donee shall release such property to such person as the State Agency shall direct.
- (4) Personal and property damage liability insurance must be obtained by the donee for all motor vehicles, moving construction equipment, and other applicable equipment. The level of coverage must be no less than the minimum required by State law.
- (5) The period of restriction for items of property having a unit acquisition cost of \$5,000 or more and for passenger motor vehicles 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. The State Agency may reduce the period of restriction on such property for good and sufficient reasons.

D. THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS AND RESTRICTIONS:

- (1) From the date it receives the property listed hereon 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 or the State Agency, as the case may be.
- (2) In the event any of the property listed hereon 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 the GSA or the State Agency, as the case may be, the proceeds of the disposal or for 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) and (c) remain in effect, any of the property listed hereon 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.

CERTIFICATES AND AGREEMENTS (INCLUDING TERMS, CONDITIONS, RESERVATIONS AND RESTRICTIONS): (continued)

- (4) The donee shall make reports to the State Agency on the use, condition, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the State Agency.
- (5) 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 LISTED HEREON:

- (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 property 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, the State Agency 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 donate items.

F. TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF UNDER \$5,000 OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED:

- (1) 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:

- (1) Accounting records pertaining to the property transferred by the instrument will be maintained in the same manner as if the property has been purchased commercially.
- (2) All bedding materials transferred by this instrument will be sterilized as required by State law before being used for bedding.
- (3) Any item of property selected by a donee and left at the distribution center over fourteen (14) days will be returned to stock unless the donee makes prior arrangements to hold the property for a longer period.
- (4) The donee acknowledges the right of the State Agency to withhold further transfers of property to donees which fail to abide by the above agreements.

Mail or Fax completed form to Iowa Federal Surplus:

600 SE 18th Street, Des Moines, IA 50317
Phone: 515-266-6913, Fax: 515-263-4910

FOR FEDERAL SURPLUS PROPERTY USE ONLY

Application Approved: Yes No

Date: _____

Administrator: _____