

STATE OF ALABAMA
STATE/FEDERAL SURPLUS PROPERTY PROGRAM
4590 Mobile Highway
Montgomery, AL 36018
PHONE: (334) 284-0577 FAX: (334) 286-4051

ELIGIBILITY APPLICATION
Veterans Activities

Please type or print clearly. Incomplete applications will be returned.

1. LEGAL NAME AND ADDRESS OF APPLICANT'S ORGANIZATION

Legal Name _____

Physical Address – *Required* _____

Email Address _____

Mailing Address – *P. O. Box if used as mailing address* _____

City _____ State _____ Zip Code _____

County _____ Telephone No.: _____ Fax No.: _____

Authorized Representative _____ Title _____

Federal Employer Identification Number _____

2. CHECK TYPE OF ORGANIZATION BELOW –

Organization MUST be recognized by the Secretary of Veterans Affairs

- | | | |
|---|--|--|
| <input type="checkbox"/> African American PTSD Assoc | <input type="checkbox"/> American Ex-Prisoners of War | <input type="checkbox"/> American GI Forum Nat Vet Outreach |
| <input type="checkbox"/> American Legion | <input type="checkbox"/> AM VET | <input type="checkbox"/> Armed Forces Services Corp |
| <input type="checkbox"/> Army and Navy Union, USA | <input type="checkbox"/> Assoc. of Vietnam Vets of America | <input type="checkbox"/> Blinded Vets Association |
| <input type="checkbox"/> Catholic War Vets of the USA | <input type="checkbox"/> Disabled American Veterans | <input type="checkbox"/> Fleet Reserve Association |
| <input type="checkbox"/> Gold Star Wives of America | <input type="checkbox"/> Italian American War Vets USA | <input type="checkbox"/> Jewish War Vets of the USA |
| <input type="checkbox"/> Legion of Valor of the USA | <input type="checkbox"/> Marine Corps League | <input type="checkbox"/> Military Order of the Purple Heart |
| <input type="checkbox"/> National Amputation Foundation | <input type="checkbox"/> National Assoc for Black Veterans | <input type="checkbox"/> National Assoc of County Vets Srvc Officers |
| <input type="checkbox"/> Navy Mutual Aid Association | <input type="checkbox"/> Non-Commissioned Ofcrs Assoc USA | <input type="checkbox"/> Paralyzed Vets of America |
| <input type="checkbox"/> Polish Legion of American Vets USA | <input type="checkbox"/> Retired Enlisted Association | <input type="checkbox"/> United Spanish War Vets |
| <input type="checkbox"/> United Spinal Association Inc | <input type="checkbox"/> Vet of Foreign Wars US | <input type="checkbox"/> Vets of Vietnam War and Vets Coalition |
| <input type="checkbox"/> Vietnam Era Veterans Assoc | <input type="checkbox"/> Vietnam Veterans of America | |

3. **Please provide proof or a copy** of the official service determination, appropriate documentation recognizing the activity as a member of a national recognized organization. Such documentation could include a copy of the activity's charter or certification identifying the activity as a recognized entity of a national organization or the official service approval documentation, whichever is applicable.

ORGANIZATION RECOGNIZED BY:

4. Property requested if needed for purpose as stated and when acquired will be utilized on a:

A. Continuous Basis B. Temporary Basis C. Reserve Basis

5. Property acquired through donation will be maintained and repaired in the following manner:

Terms and Conditions: The standard restrictions that apply are as follows:

- (1) Property must be placed in use within 12 months (1 year) from the date of receipt.
- (2) If property is not placed in use for purposes for which it was donated within 12 months (1 year) of donation, or ceases to be used by the donee for those purposes within 12 months (1 year) of being placed in use, the donee shall return the property of the SASP at its own expense.
- (3) Non-combat aircrafts and vessels will continue to be in use for 60 months from the date the property was placed into use; the restriction on combat aircraft shall be in perpetuity.

Authorized Representative
(Please Print)

Donee Name

Signature

Date

NON-DISCRIMINATION ASSURANCE

_____, hereafter called "Donee",
NAME OF AGENCY/ORGANIZATION (*Print or Type*)

hereby agrees that the program for or in connection with which any property is acquired by 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 will comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2 or 101-8) 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 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 give 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" as used herein includes any such successor in interest.

Donee Name

Date

Authorized Representative
(*Print or Type*)

Donee Mailing Address (*Print or Type*)

Signature

CERTIFICATIONS AND AGREEMENTS

I hereby certify that I am the Authorized Representative for _____

(Name of Agency/Organization)

and have the authority to approve and certify purchases for this agency/organization. I agree to be responsible for all Surplus Property acquired by this agency/organization through the State of Alabama Department of Economic and Community Affairs' Surplus Property Division and hereby give assurance that the property will be utilized in accordance with the terms and conditions printed on the eligibility application.

The following selectors are approved and certified to acquire and utilize Surplus Property on behalf of the above named agency/organization:

Please print or type the names of individuals certified:

NAME _____ TITLE _____

I understand that **ONLY** the **authorized representative** may give a one-time letter of authorization to an individual not listed above to present as identification and use as authorization to purchase on behalf of the agency/organization.

Any changes to the above list **must** be made in writing by the **authorized representative** of record.

VIII. CERTIFICATIONS AND AGREEMENTS (INCLUDING TERMS, CONDITIONS, RESERVATIONS AND RESTRICTIONS) TO BE INCLUDED ON THE STATE AGENCY ISSUE OR DISTRIBUTIONS DOCUMENT

(A) 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).
 - i. *If applicable*, donee is a Veterans organization under Federal Regulation, Title 41, Chapter 102-37 and representative recognized by the Secretary of Veterans Affairs under Section 5902 of the 38.
- (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 institute 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. 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 of 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 IV 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.

(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 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 limitation as are imposed by 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 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, unless otherwise designated.
- (3) In the event the property is not used as required by (C)(1) and (2) and Federal restrictions (B)(1) and (2) have expired, right to the possession of such property shall, at the opinion of the State Agency, revert to the State of Alabama 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 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 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 received 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 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) 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.
- (4) The donee shall make reports to the State Agency on the use, conditions, 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 PROCURED:

- (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 occur, the State Agency will be entitled to reimbursement from the donee out of the insurance proceeds an amount equal to the unamortized portion of the fair value of the damages or destroyed donated items.

(F) THE DONEE AGREES TO THE FOLLOWING ADDITIONAL SPECIAL 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 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 the agreement executed by the authorized donee representative.

(G) NO PERSON IN THE UNITED STATES SHALL ON THE GROUNDS OF AGE, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY PROGRAM OR ACTIVITY FOR WHICH TRANSFEREE RECEIVES FEDERAL ASSISTANCE FROM GSA.

AUTHORIZED REPRESENTATIVE (*Type or Print*) TITLE

AUTHORIZED REPRESENTATIVE (*Signature*)

NOTARY DATE

My Commission Expires

Approved

Disapproved

Chief, Surplus Property Division

Date

INSTRUCTIONS FOR COMPLETING THE APPLICATION FOR ELIGIBILITY FORM
(Please type or print in black ink only)

SECTION 1: Provide the full legal name of your organization on the first line of this section. It must read the same as the I.R.S. ruling 501(c)(3) letter if your organization is non-profit. Provide the mailing address of your organization as recognized by the U.S. Postal Service and provide the physical address, or provide directions if located on a rural route or other remote area. Indicate the county in which the organization is physically located and business telephone number including area code. Read the attached definition which defines authorized representative and selector.

SECTION II: Check the appropriate box which describes your organization. (If you are unable to determine which status to check, please contact this office for assistance.)

SECTION III: (A) If you are a public agency, check the appropriate box that describes your agency. If you are non-profit, skip this section and go to Section IV.

(B) Self Explanatory.

(C) Self Explanatory.

(D) Check appropriate box. Please provide support documentation, such as a financial statement signed by the chairman of the board or treasurer.

SECTION IV: (A) **This section is for non-profit only.**

(B) Applicants making application as a "Nonprofit, tax-exempt organization" must submit evidence that the applicant is currently approved, accredited or licensed. Programs for older individuals must include evidence of funding under the Older Americans Act of 1965, Titles IV or XX of the Social Security Act; Titles VIII or X of the Economic Development Act of 1964; or the Community Services Block Grant Act. Providers of assistance to "Homeless Individuals" must include a letter from the mayor, county judge, or county health officer stating that applicant is a "provider of assistance to the homeless". The certification must identify the service or assistance being provided and the number of individuals receiving such assistance.

(C) All applicants making application as non-profit, tax-exempt organizations must provide a copy of Internal Revenue determination letter indicating tax exempt under Section 501(c)(3) of Internal Revenue Service code of 1954. No application will be approved without a copy of the IRS letter for non-profit, tax exempt status. The name of the organization on the application must be the same as the IRS ruling letter.

(D) Self Explanatory.

(E) Self Explanatory.

SECTION V: Complete nondiscrimination organization section with agency name.

SECTION VI: Complete relative property needs form fully – the front and the back.

SECTION VII: Self Explanatory.

SECTION VIII: Complete last page of application with authorized representative's signature and have signature notarized. Photocopied, rubber stamped, machine produced, carbon, or other 'facsimile type signature' is not acceptable.

NOTE: INCOMPLETE APPLICATIONS WILL BE RETURNED. USE THIS INSTRUCTION SHEET AS YOUR CHECK LIST TO INSURE ALL REQUIRED INFORMATION AND DOCUMENTATION IS PROVIDED. IF YOU HAVE A QUESTION OR NEED ASSISTANCE, PLEASE CALL 334-277-5866 AND ASK FOR THE ELIGIBILITY SECTION.