

RETURN TO: FEDERAL SURPLUS PROPERTY PROGRAM
515 E MUSSER ST, STE 300
CARSON CITY, NV 89701

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

SECTION I: Provide the full legal name of your organization on the first line of this section. Provide the mailing address of your organization as recognized by the U.S. Postal Service. Include ZIP Code. Provide the street address if different from mailing address, or provide directions if located on a rural route or other remote area. List the county in which the organization is actually located and a business telephone number with area code. Also, include a fax number.

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

SECTION III: Check the appropriate line or lines (check as many as apply which indicates the type or purpose of your organization.) (Definitions have been provided on the reverse side of the application to assist in making this determination.)

SECTION IV: PLEASE NOTE: This section's requested information must be included in your application to be considered for eligibility. A comprehensive written description of all programs or services provided is required. A description of the operational facilities should also be included. Be sure to include information of staff and staff qualifications, hours of operation, services and programs offered, population or enrollment, fees charged, etc. Include samples of pamphlets, catalogs, brochures or posters. If incorporated, include complete copy of Articles of Incorporation with all filing certificates and amendments, and a copy of your current By-laws.

SECTION V: Check the appropriate line which indicates the organization's sources of funding. Supporting documentation indicating the types and amounts of funding must be submitted with the completed application.

SECTION VI: All applicants making application as "Nonprofit, tax-exempt organizations" must provide a copy of the IRS determination letter indicating tax exemption under Section 501 of the I.R.S. Code of 1954. The name of the organization on this IRS letter must match the name provided in Section I of this application, if not, include sufficient evidence such as amendments to Articles of Incorporation, or Assumed Name filing certificates to establish an "audit trail" of names showing the legal connection.

SECTION VII: Applicants making application as "Nonprofit, tax-exempt organization" are required to 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; Title 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, city or county health officer or comparable authority which certifies 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.

SECTION VIII: Annotate date and provide an original signature of applicant's Authorized Official (President, Chairman of the Board, County Judge, Mayor, City Manager, Executive Director, Administrator, Fire Chief, or other comparable authorized official.) Photo copied, rubber stamped, machine produced, carbon, or other facsimile type signatures are not acceptable.

NOTE: INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. USE THIS INSTRUCTION SHEET AS YOUR CHECK LIST TO ASSURE ALL REQUIRED INFORMATION AND DOCUMENTATION IS PROVIDED. IF YOU HAVE A QUESTION OR NEED ASSISTANCE, CALL 775-684-0192.

TERMS AND CONDITIONS

CERTIFICATIONS AND AGREEMENTS (INCLUDING TERMS, CONDITIONS, RESERVATIONS AND RESTRICTIONS) COVERING THE DONATION OF DONABLE FEDERAL SURPLUS PROPERTY.

(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.
- (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 for Surplus Property (SASP).
- (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, 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 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 SASP and at the donee's expense, return such property to the SASP, or otherwise make the property available for transfer or other disposal by the SASP, provided the property is still usable as determined by the SASP.
- (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 SASP, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH):

- (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 24 months from the date the property is placed in use, except for such items of major equipment, listed hereon, on which the SASP 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 SASP revert to the State of Nevada and the donee shall release such property to such person as the SASP 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 the prior approval of GSA under (b) or the SASP 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 SASP, shall be remitted promptly by the donee to GSA or the SASP, 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 SASP, the donee, at the option of GSA or the SASP shall pay to GSA or the SASP, 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 SASP.

- (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 SASP, and shall, as directed by the SASP, return the property to the SASP, release the property to another donee or another SASP, 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 SASP.
- (4) The donee shall make reports to the SASP 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 SASP.
- (5) At the option of the SASP, 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 SASP.

(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 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 SASP 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.

THE DONEE CERTIFIES THAT:

(G) CERTIFICATION REGARDING LOBBYING – Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100.00 in Federal Funds. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(H) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION-

The Donee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any Federal department or agency sponsored program, as required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, section 3017.510, Participants' responsibilities.

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

(I) NONDISCRIMINATION ASSURANCE-

The Donee 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 C.F.R. 101-6.2 and 101.8) issued under the provision of Title VI of the Civil Rights Act of 1964, as amended, section 606 if 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 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 benefits of, or 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.

LEGAL NAME & MAILING ADDRESS OF APPLICANT ORGANIZATION:

Name of Organization

Mailing Address (P.O. Box #, Street, City & State)

Street Address/Location (IF different from mailing address)

County *()*
Telephone

Date *Signature of Authorized Official*

**NEVADA STATE AGENCY FOR SURPLUS PROPERTY
(NVSASP)
POLICIES AND PROCEDURES**

FREEZING PROPERTY

Maximum of 20 line item requests per week per donee. (No exceptions)

All paperwork by donee must be received by NVSASP at least one week prior to the screening end date of property (14 working days is preferred).

Under GSA regulations, participating agencies are subject to verification of property at the request of the NVSASP (No Exceptions)

SBA participants are subject to verification of property requested by SBA. The NVSASP may contact SBA for verification of property requested by a donee. [13 CFR 124.405(d)(3)]

FEES AND BILLING

Donee is responsible for arranging the transportation from the point of origin to the point of destination of allocated items and associated costs.

A \$25.00 fee per frozen line item will be assessed to cover administrative costs.

Billing will occur on a monthly basis. Donee will have 30 days to pay with a 5 day grace period. (No exceptions)

Delinquent accounts may be subject to cessation of NVSASP activities until account is paid.

RECEIPT OF PROPERTY BY DONEE

Letter of Authorization to Release goods form must be sent to DRMO's and Civilian Agencies by the NVSASP for each Transfer Order. Donee's cannot sign or send the Letter of Authorization forms.(No exceptions) [DRMS-I 4160.14 C5.5.2.6.2.2]

DRMO property must be picked up within 21 days of receiving completed Transfer Order form.

Civilian Agency property must be picked up within 21 days of receiving completed Transfer Order form.

Donee must submit a signed receipt of goods to NVSASP when Transfer Order is complete.

NVSASP reserves the right to return property to DRMO's and Civilian Agencies if the property has not been picked up within the allotted days above. (Exception by request)

By signing below, I have read, understand and agree to the requirement of the NVSASP program.

Participating Agency/Business Signature

Date