

ARKANSAS FEDERAL SURPLUS PROPERTY

8700 Remount Road North Little Rock, AR 72118

Telephone # 501-835-3111

ELIGIBILITY APPLICATION (revised 4/26/2023) (to receive Federal Surplus Property (41CFR 102-37))

Organization's Legal Name _____

Mailing Address _____

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

Phone _____ Fax _____ Email Address _____

1. Applicant Status: ☐ Public ☐ Non-Profit Tax Exempt ☐ Small Business

2. Type or purpose of agency/organization (check the box that **best** describes your organization)

- | | | |
|--|---|---|
| <input type="checkbox"/> City Government | <input type="checkbox"/> Water Association | <input type="checkbox"/> Veteran Owned Small Business |
| <input type="checkbox"/> County Government | <input type="checkbox"/> Solid Waste District | <input type="checkbox"/> SBA 8(a) Business |
| <input type="checkbox"/> State Agency | <input type="checkbox"/> Conservation District | <input type="checkbox"/> Veteran Service Organizations |
| <input type="checkbox"/> Public Safety (Fire Departments, EMS,
Police Departments, Sheriff Office, etc) | <input type="checkbox"/> School/School District | <input type="checkbox"/> Service Educational Activities |
| <input type="checkbox"/> Health (hospital, clinic, etc) | <input type="checkbox"/> Private School | <input type="checkbox"/> Program for Older Individuals |
| <input type="checkbox"/> Economic Development District | <input type="checkbox"/> Apprenticeship School | <input type="checkbox"/> Sheltered Workshop |
| <input type="checkbox"/> Public Purpose (library, airport,
parks & recreation, fair associations) | <input type="checkbox"/> College/University | <input type="checkbox"/> Child Care Center |
| | <input type="checkbox"/> Museum | <input type="checkbox"/> Provider to the Homeless |
| | | <input type="checkbox"/> Provider to the Impoverished |

3. Source(s) of Funding: ☐ Tax-Supported ☐ Grants/Contributions ☐ Other _____

4. All applicants are required to submit completed additional supporting information as annotated on the specific additional requirements document per the agency/organizations purpose. Additional requirements document can be found in the "Is My Organization Eligible" section of our website:

<https://www.dps.arkansas.gov/emergency-management/adem/federal-surplus-property/>

- Service Educational Activity (SEA): These are programs of special interest to the Armed Services and DOD. SEAs include American National Red Cross, Boy/Girl Scouts, Little League Baseball and many others. For a complete listing of SEAs, view DOD's 4160.21-M manual (Sections 6.4 -6.22 and Attachment 6.1-1 & 2). SEAs can only acquire DOD property and provide proof of approval as an SEA.
- Veteran Service Organization (VSO): These are organizations recognized by the VA that provide services to veterans. VSOs include the American Legion, AMVETS, Marine Corps League, Veterans of Foreign Wars, and many others. For a complete listing, visit <https://www.va.gov/ogc/recognizedvsos.asp>. VSOs are not required to be nonprofit to be eligible, but must provide proof of approval as a VSO and a written statement certifying that at least 33% of its members are veterans.
- Small Business Administration (SBA) Activity: These are designated by SBA as 8a Business Development (BD) activities. Written verification (letter or email) of your status from SBA is required.
- Veteran Owned Small Business (VOSB): Certified by the SBA and are listed in the SBA's VetCert Program Database

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FOR FEDERAL SURPLUS PROPERTY USE ONLY

Date Processed: _____ Processed By: _____

Date Approved: _____ Approved By: _____

Comments: _____

ARKANSAS FEDERAL SURPLUS PROPERTY

8700 Remount Road North Little Rock, AR 72118

Telephone # 501-835-3111

AUTHORIZATION LIST

I hereby authorize the following representative(s) to act for and on behalf of:

(Organization's legal name)

County

1. To acquire property from the Arkansas Federal Surplus Property donation program
2. 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.
3. Those who sign below represent that they have read and understand all information (including the fine print) contained in this application and will abide by the aforementioned agreements, certifications, assurances and statements
4. E-MAIL ADDRESSES PROVIDED MAY RECEIVE NOTICES ABOUT PROGRAM UPDATES, AND AVAILABLE PROPERTY.

Name (print): _____

Title: _____

Signature: _____

E-mail: _____

Name (print): _____

Title: _____

Signature: _____

E-mail: _____

Name (print): _____

Title: _____

Signature: _____

E-mail: _____

Name (print): _____

Title: _____

Signature: _____

E-mail: _____

Name (print): _____

Title: _____

Signature: _____

E-mail: _____

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Print Name and Title of Head Authorizing Official: _____

Signature: _____

Date: _____

NEEDS LIST

- Please note that general categories of the property in great demand and not readily available in the surplus property distribution centers include, but are not limited to, aircraft and aircraft components; vessels and vessel components; construction equipment; construction material; material handling equipment; machine and woodworking shop equipment; generators; compressors; vehicles; highly specialized equipment and small common use items in large quantities.
- Requests for items in these categories are accepted by ARFSP and placed on a "needs list".
- When items fall within these categories become available, donation is made by ARFSP on the basis of each requesting donees' relative needs.
- Your organization **IS NOT** obligated to the items listed.

Please list the "Top 5" specific items your organization may be interested in

Items Requested / Quantity

1. _____
2. _____
3. _____
4. _____
5. _____

Print Name and Title of Head Authorizing Official: _____

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 the General Services Administration (GSA) and/or Arkansas Federal Surplus Property (ARFSP).
- (3) Funds are available to pay all costs and charges at time of 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 to 18 months 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, 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 4/26/2023)

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 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.
- (3) 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.

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 daily within thirty days of the date of the invoice. Payment must be in the form of a check or credit card drawn on the account of the organization or parent/charter organization. (NO personal checks, personal credit cards or money orders will be accepted)

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

- (1) Temporary deferment from participation in the program for a period of twelve months for falsification of any documentation provided to ARFSP.
- (2) Temporary deferment from participation in the program when the Donee's account is over (30) thirty days past due, from the date of the invoice, until the account is paid in full.
- (3) If the Donee's account reaches 60 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 the property is retrieved due to non-payment the Donee will be placed on a six (6) month temporary deferment from the program. After the six (6) months the Donee will be placed on a one (1) year pay-as-you-come basis.

If a check received for payment is returned as “insufficient funds” the Donee will be placed on a six-month deferment from the program. After six months, the account will be placed on a one year pay-as-you-come basis. Additional occurrences of “insufficient funds” will result in increasing the time frame of the deferment from the program.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

_____ Hereinafter called the “donee”, hereby agrees
DONEE (organization’s legal name) and certifies to the best of its knowledge and belief that;

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a 3-year period preceding this proposal been convicted of/had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification/destruction of records, making false statements or received stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by Governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, state, or local) terminated for cause of default.
 - Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NONDISCRIMINATION ASSURANCE

The aforementioned “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 provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulation of the General Service Administration (41 CFR 101.6-2, PR 101-8) issued under the provisions of Title VI of the Civil Rights Act of 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 person with disabilities shall solely by reason of their disability, be excluded from participation in or be denied the benefits of, or be subject to discrimination under any program or activity for which the Donee receives Federal Assistance from the General Services Administration. The Donee hereby gives assurance that it will immediately take any measure necessary to effectuate this agreement.

ASSURANCE AND 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 Service Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 303 of the Age Discrimination Act of 1975.

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- ***My signature below represents that I have read and understand all of the information contained in this application (including the fine print).***
 - ***My signature below represents that I have accurately completed this form to the best of my ability and that my agency, organization, business and representatives will abide by the aforementioned agreements, certifications, assurances and statements.***

Print Name and Title of Head Authorizing Official: _____

Signature: _____

Date: _____