

# Instructions for Completing Eligibility Forms

Please complete all blanks requiring information. If you fail to do this, it will result in delays for establishing your eligibility. If you have questions or need assistance in filling out the forms, contact Carla Jeannette at 503-378-2753 or email her at [carla.jeannette@oregon.gov](mailto:carla.jeannette@oregon.gov).

1. The Chief Administrative Office or executive head must sign all forms (i.e. mayor, presiding commissioner, superintendent, chairman/president of the board, director, etc.).
2. Only **one** of the above officials should sign the eligibility forms. (All forms must be signed by the same individual).
3. Signatures must be **original**, not stamped.
4. On the Application for Eligibility:
  - if you are a Public Agency, complete Sections I and II **only** and sign.
  - if you are a non-profit organization, complete Sections I and III **only** and sign.
5. If your mailing address is a P.O. Box, a geographic location must be documented in the street address section on the Donee Authorization form. This information is required to satisfy Federal accountability and compliance regulations.
6. On the Donee Authorization form, list the names and contact information of the people who are authorized to come in and sign for property for your agency.
7. If you are applying as a non-profit organization, a copy of the IRS tax-exempt ruling must accompany the application. The ruling must have the **correct** name and address of the applicant organization. If it does not, a name and/or address correction should be requested from the Internal Revenue Service, EP/EO Division, P.O. Box 192, Covington, KY 41012-0192 (Tel. # 877-829-5500). A copy of this correspondence may be included with the application packet, since confirmation by the IRS generally may not be received for a long period of time.
8. If you are licensed, accredited, certified and/or have received approval for your health or educational activity by a nationally recognized accrediting agency, please provide current copies of the documentation. We are required to keep this information current at all times.
9. A narrative description of services your organization provides is required by Federal regulations. For non-profit agencies, a more detailed description is necessary. Include brochures, pamphlets, etc. Political subdivisions, such as cities, may include a brief summary of services such as police department, sewer, water, street, etc.
10. Make a copy of the application to keep for your records.
11. Fax, scan and email, or mail your paperwork to:  
Oregon State and Federal Surplus Property Program  
1655 Salem Industrial Dr. NE  
Salem, OR 97301  
Attn: Carla Jeannette  
[carla.jeannette@oregon.gov](mailto:carla.jeannette@oregon.gov)  
Fax 503-378-8558, phone 503-378-2753



# Oregon

Kate Brown, Governor

## Department of Administrative Services

Enterprise Asset Management - Surplus Property Distribution Center  
1655 Salem Industrial Drive NE  
Salem, Oregon 97301  
PHONE: 503-378-6020  
FAX: 503-378-8558

### APPLICATION FOR ELIGIBILITY

#### Section I

Legal Name of Applicant Organization: \_\_\_\_\_

Address (Street Address AND applicable P.O. Box); \_\_\_\_\_  
Street Address

P.O. Box                      City                                      State                                      Zip Code                                      Phone

Has the institution been approved, accredited, or licensed? (Attach evidence)

If yes, by what authority? \_\_\_\_\_

Narrative description of program or services offered (Attach)

**Public Agencies – Fill out Section II and sign below.  
Non-profit Institutions – Fill out Section III and sign.**

#### Section II Public Tax Supported Agencies

Check type of agency:

- |   |  |                                    |
|---|--|------------------------------------|
| <input type="checkbox"/> State Government | <input type="checkbox"/> Health            | <input type="checkbox"/> Education |
| <input type="checkbox"/> City Government  | <input type="checkbox"/> County Government | Special District                   |

#### Section III. Non-Profit Institution

Check type of institution:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> College             | <input type="checkbox"/> Child Care Center    | <input type="checkbox"/> Service Educational Activity                       |
| <input type="checkbox"/> Secondary School    | <input type="checkbox"/> Radio/TV Station     | <input type="checkbox"/> Primary Provider of Assistance to the Impoverished |
| <input type="checkbox"/> Elementary School   | Li Library                                    | Primary Provider of Assistance to the Homeless                              |
| <input type="checkbox"/> School for Disabled | <input type="checkbox"/> Museum               | Assistance to Older Americans   |
| <input type="checkbox"/> Nursing Home        | <input type="checkbox"/> Health Center/Clinic | Veteran Service Organizations   |

How is the institution funded? (Show percentages)

1. Tax supported (other than grant) \_\_\_\_\_
2. By grant and/or contributions \_\_\_\_\_
3. Other (specify) \_\_\_\_\_

Has the institution been determined non-profit and tax-exempt under section 501 of the US Internal Revenue Code?     Yes (Attach IRS Ruling Letter)                       No

Articles of Incorporation and Bylaws (Attach)

Employer Identification Number (EIN/TaxID)

# Terms and Conditions of Distribution

You AGREE to the following when signing your name to a Distribution Document / Invoice:

- To use the surplus property only in the official program you represent
- To use the surplus property for its intended purpose
- To put the surplus property into use within one year and to use it for at least one year
- To use certain items for 18 months or longer \*
- To not sell the property, lend it, trade it, or tear it down for parts unless given prior written permission
- To not permanently remove the property for use outside the state
- To not store property at a personal residence without prior written authorization
- To return property that is still under restriction but is no longer needed
- To pay the U.S. Government for the property if not used according to the terms and conditions specified on the distribution document

In short, the surplus property must be used in an authorized program. Personal or non-use of surplus property is prohibited. Permission must be received before selling, trading or cannibalizing the property. Understand your obligations by reading the back of your Distribution Document/Invoice.

\*Property that has an original acquisition cost of \$5,000 or more and passenger motor vehicles regardless of acquisition cost are items that would fall under this restriction. Utilization reports will be mailed to you for completion every six months until the use requirement is met. Any authorized representative can complete this form if they have the necessary information. If you need assistance with these reports, contact the Federal Property Coordinator at 503-378-6051.

## **RETURN POLICY:**

Property returned within 30 days from acquisition = Full Credit

Property returned 31-60 days from acquisition = Half Credit

No credit will be given for property returned after 60 days

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I agree to abide by the terms and conditions on the back of the distribution document and understand that failure to do so could render my organization ineligible to receive property.

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



# Donee Authorized Signers

Use this form to add/delete authorized signers to/from your account

If more names must be added, make a copy of this sheet and add numbers to signers

Name of Donee Institution:		Date:
Department (if College, University, or applicable):		Address (Street and Number):
Mailing Address/ P.O. Box:	City:	ZIP Code:
County:	Telephone Number (Include extension):	Website Address:
Send Invoices to (Name/Title):	<b>I Authorize Purchases By Anyone In My Agency That Holds:</b>	
Phone Number and email address:	<b>Business Credit Card          Purchase Order          Either</b> <b>or SPOTS Card</b>	
<b>Name #1</b> <span style="float: right;">Add   Keep   Delete</span>	Email Address	
Title	Phone Number	
<b>Name #2</b> <span style="float: right;">Add   Keep   Delete</span>	Email Address	
Title	Phone Number	
<b>Name #3</b> <span style="float: right;">Add   Keep   Delete</span>	Email Address	
Title	Phone Number	
<b>Name #4</b> <span style="float: right;">Add   Keep   Delete</span>	Email Address	
Title	Phone Number	
<b>Name #5</b> <span style="float: right;">Add   Keep   Delete</span>	Email Address	
Title	Phone Number	
Authorized By (Please Print)	Title:	
Chief Administrative Office or Executive Head		
Signature(s)		
Signature of Chief Administrative Office or Executive Head		

Appointed     
  Hired     
  Elected (Term expires \_\_\_/\_\_\_/\_\_\_)     
  Hired by Contract (expires \_\_\_/\_\_\_/\_\_\_)

**NONDISCRIMINATION ASSURANCE**

\_\_\_\_\_  
Name of Applicant Organization

The applicant, herein after called the “donee”, assures compliance with all requirements by or pursuant to the regulations of the General Services Administration (41CFR 101-6.2 and 101-8) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; and Civil Rights Restoration Act of 1987.

No person shall be excluded from program participation or denied benefits on the basis of race, religion, color, national origin, sex, education, age or disability.

Further, the donee agrees that this agreement obligates the donee for the period which it retains ownership or possession of property, that the United States shall have the right to seek judicial enforcement of this agreement and that this agreement is binding upon the donee and its successors, transferees and assignees.

By signing below, I agree to the nondiscrimination assurance and certify that my representations are true and correct.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official for Organization

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR LOWER TIER COVERED TRANSACTIONS**

The Applicant Organization certifies, by submission of this application, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from

- Participation in this transaction by any Federal department agency
- The Applicant Organization is unable to certify any of the statements in this certification and shall attach an explanation to this proposal.

\_\_\_\_\_  
Signature of Chief Administrative Officer/Executive Head

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# CERTIFICATIONS AND AGREEMENTS

## THE DONEE CERTIFIES THAT:

I. (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.

(3) Funds are available to pay all costs and charges incident to donation, and these charges will be paid promptly.

(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, 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.

## II. 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 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.

## III. THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000 (PUBLIC LAW 99-386, SEC. 207) OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET 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.

(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 the right to the possession of such property shall at the option of the State agency revert to the State of Oregon and the donee shall release such property to such person as the State agency shall direct.

## IV. 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 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, 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.

## V. 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) The State agency requires the donee to carry 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 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 donated items.

## VI. TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 (PUBLIC LAW 99-386, SEC. 207) 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.

## 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 (PUBLIC LAW 99-386, SEC. 207):

(1) Title to items with an acquisition cost of less than \$5,000. (Public Law 99-386, Sec. 207) shall pass to the donee when the terms and conditions imposed by (b) (1) and (2) have been met.

(2) All clothing, upholstered furniture, and bedding materials acquired from the SURPLUS PROPERTY DIVISION will be sterilized as required by State Law before being used.

(3) In addition to any other remedies available to the Department or to the State agency, said agency shall have the right and authority to withhold further transfers of Government Surplus Property to our institution if we fail at anytime.

(a) Abide by the above terms and conditions and (b) promptly pay just service and handling charge fees assessed by the state agency.