

## 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 at [carla.jeannette@das.oregon.gov](mailto:carla.jeannette@das.oregon.gov). Please note: the application is fillable, but cannot be submitted electronically. For best results, please print/scan/email, or follow directions at the bottom of page 3 to save and send as a PDF attachment.

- Complete section I.
- In section II, choose one primary agency/business/organization type.
- In section III, list names and contact information for the people authorized to come in and sign for property for your agency/business/organization.
- Section IV explains the Terms and Conditions, Certifications and Agreements.
- Section V explains Non-discrimination Assurance.
- Section VI Certification Regarding Debarment, Suspension, and Other responsibility matters.
- The agreement must be signed by an authorized official (i.e., mayor, commissioner, owner, executive director).
- Include all supporting documents by agency/business/organization type:

[Public checklist](#)

[Nonprofit checklist](#)

[SBA, SEA, VSO and VOSB checklist](#)

- Make a copy of the application for your records.
- **Return the completed application (3 pages) and the supporting documents via scan/email (preferred), hand delivery, fax or mail to:**



State of Oregon  
State and Federal Surplus Property Program  
1655 Salem Industrial Drive NE  
Salem, OR 97301  
Attn: Carla Jeannette  
[carla.jeannette@das.oregon.gov](mailto:carla.jeannette@das.oregon.gov)  
Phone 503-378-2753, fax 503-378-8558



## Section III: Authorized Signers

Send Invoices to (Name/Title):	<b>I Authorize Purchases By Anyone In My Agency That Holds:</b>  <b>Business Credit Card      Purchase Order      Either</b> <b>or SPOTS card</b>
Phone Number and email address:	
Name #1 <span style="float: right;">Add    Keep    Delete</span>	Email Address
Title	Phone Number
Name #2 <span style="float: right;">Add    Keep    Delete</span>	Email Address
Title	Phone Number
Name #3 <span style="float: right;">Add    Keep    Delete</span>	Email Address
Title	Phone Number
Name #4 <span style="float: right;">Add    Keep    Delete</span>	Email Address
Title	Phone Number
Name #5 <span style="float: right;">Add    Keep    Delete</span>	Email Address
Title	Phone Number

**Add additional signer sheets if needed, located here:**

<https://www.oregon.gov/das/Surplus/Documents/changeauthorized.pdf>

## Section IV: 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

## Section IV (cont.): Certifications and Agreements

### 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.

## Compliance Periods

**12 Month-** Items with an original acquisition of \$5000 or less must be put into use within one year, and kept for one year. The latter begins when the property is put into use.

**18 Month-** Items with an original acquisition of \$5000 and over must be put into use within one year, and kept for 18 months. The latter begins when the property is put into use.

**60 Month-** For aircraft or vessels 50 feet or longer must be put into use within one year, and kept for 60 months. The latter begins when the property is put into use.

**Perpetuity-** Items must be put into use within 1 year, but cannot be owned. When usage is complete, it must be returned to the federal government (Example: Military aircraft on static display at an aviation museum).

To view the Code of Federal Regulations as it pertains to the Federal Donation Property, [click on this link](https://www.ecfr.gov/current/title-41/subtitle-C/chapter-102/subchapter-B/part-102-37#page-top), or copy/paste the following web address <https://www.ecfr.gov/current/title-41/subtitle-C/chapter-102/subchapter-B/part-102-37#page-top> into your browser. This will take you to the federal government website, where they provide a "Frequently Asked Question" section that answers most any question one might have regarding this program.

## Section V: Nondiscrimination Assurance Statement

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.

Hereinafter called 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 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.

## Section VI: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency
  - (b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment 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 or destruction of records, making false statements, or receiving stolen property;
  - (c) 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
  - (d) 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.
- (2) Where the prospective prima participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

My signature below represents that I have read and understand all of the information contained in this application, including information contained by accessing web pages via links provided above. 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, rules and laws.

Signature and Title of Applicant's Authorized Official (i.e., Mayor, Commissioner, Owner, Executive Director, etc.)

Date (MM/DD/YYYY)

Print name of Applicant's Authorized Official (i.e., Mayor, Commissioner, Owner, Executive Director, etc.)

Note: To send this application by email/send as an attachment, press the "Print" button on your browser, and select "Adobe PDF" or "Microsoft Print to PDF" from the drop down menu to save a completed copy of this application to a file location on your computer.