ELIGIBILITY APPLICATION

OFFICE OF MANAGEMENT AND BUDGET
STATE SURPLUS PROPERTY
SFN 17726 (09-2015)

Please read instructions (see last page). Incomplete applications will be returned.

I. Name of Organization			
Mailing Address (PO Box Number, Street)	City	State	ZIP Code
Physical Location/Street Address (if different than above)	Organization Email Address		
County	Telephone Number	Fax Number	

II. Applicant Status

- ☐ Public Agency including Public Schools
- ☐ Nonprofit, Tax-Exempt Organization

How did you hear about North Dakota State Agency for Surplus Property?

- ☐ Co-worker
- ☐ Conference
- ☐ Received an E-mail
- ☐ News Story/News Article
- ☐ Friend
- ☐ Other _____
- ☐ Advertisement

III. Type or Purpose

- ☐ State
- ☐ County
- ☐ City
- ☐ Township
- ☐ School District
- ☐ Fire District
- ☐ College or University
- ☐ Secondary School
- ☐ Elementary School
- ☐ Preschool
- ☐ Program for Older Individuals
- ☐ DoD Service Educational Activity
- ☐ Child Care Center
- ☐ School for Physically Impaired
- ☐ School for Mentally Challenged
- ☐ Museum
- ☐ Ambulance
- ☐ Disabled & Indigent
- ☐ Training Center
- ☐ Radio/TV Station
- ☐ Library
- ☐ Sheltered Workshop Training Program
- ☐ Provider Assistance to Homeless Individuals
- ☐ Provider Assistance to Underprivileged Individuals
- ☐ Medical Institution
- ☐ Hospital/Clinic
- ☐ Health Center

IV. PROVIDE NARRATIVE DESCRIPTION OF PROGRAM OR SERVICES OFFERED, INCLUDING A DESCRIPTION OF FACILITIES OPERATED AND A LISTING OF THE TYPES OF PROPERTY NEEDED. (Use separate sheet of paper.)

V. Sources of Funding (Provide documentation)

☐ Tax Supported ☐ Contributions ☐ Grant ☐ Other (specify)

VI. If applying as a non-profit, tax-exempt organization, has the organization been determined to be tax exempt under Section 501 of the Internal Revenue Code of 1986? (Copy of letter from IRS must accompany application.) ☐ Yes ☐ No

VII. Has the organization been approved, accredited, or licensed?

☐ No ☐ Yes, by what authority?

VIII. Signature of Administrative Official	Date

FOR STATE AGENCY USE ONLY

This applicant has been determined ☐ Eligible ☐ Ineligible	Status ☐ Public Agency ☐ Nonprofit Education ☐ Nonprofit Health
Date	Signature of Director

AUTHORIZED REPRESENTATIVES

Name of Organization			
Mailing Address (P.O. Box Number and Street)	City	State	ZIP Code
Physical Location/Street Address (if different than above)	Organization Email		
County	Telephone Number	Fax Number	
Typed or Printed Name of Administrative Official	Title		
Signature of Administrative Official		Date	

The following representatives are designated to acquire federal surplus property, obligate necessary funds for this purpose, and execute distribution documents agreeing to terms, conditions, reservations, and restrictions applying to all property obtained.

Designation Action

- ☐ New Designations (Delete all previous authorizations)
- ☐ Delete Designations Only (Remove from previous authorizations)
- ☐ Additional Designations Only (Add to previous authorizations)

Name (Please Type or Print)	Title	E-Mail	Signature

Submit completed form to:

North Dakota State Agency for Surplus Property
600 E Boulevard Ave Dept 15
Bismarck, ND 58505-0608
Telephone (701) 328-9665 Fax (701) 328-9669
Email: surplus@nd.gov

NONDISCRIMINATION ASSURANCE

This Assurance must be executed by the Administrative Official of the Agency/Organization prior to receiving surplus personal property from the State Agency for Surplus Property.

Name of Agency/Organization

I HEREBY AGREE that the program 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 under provisions 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 VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended, the Civil Rights Restoration Act of 1987, and Section 303 of the Age Discrimination Act of 1975, as amended to the end that no person in the United States of America 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 GIVES A SSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

I further agree that this agreement shall be subject in all respects to the provisions 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 the interest of the donee and the word "donee" as used here includes any successor in interest.

Signature of Administrative Official	Date

COMPLIANCE AND UTILIZATION

CERTIFICATION AND AGREEMENT

(Including: Terms, Conditions, Reservations, and Restrictions)

A. The Donee agrees that the United States and the State of North Dakota assume no liability for any damages to the property of the donee, or for the personal injuries, illness, disabilities or death to employees of the donee, any other person subject to their control or any other person including members of the general public, arising from or incident to the property use, processing, disposition, or any subsequent operation performed upon, exposure to or contract with any component, part, constituent, or ingredient of this item, or substance, or material, whether intention or accidental. The Donee agrees to hold harmless and indemnify the United States and the State of North Dakota for any and all costs, judgment, action, debt, liability costs and attorney's fees or any other request for monies or any type of relief arising from or incident to the transfer, donation, use, processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent, or ingredient of this item, material or substance, whether intentional or accidental and the Donee further agrees to the following:

B. 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 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. above, 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. CONDITIONS IMPOSED BY THE STATE AGENCY APPLICABLE TO ITEMS WITH A **FEDERAL UNIT ACQUISITION COST OF $5,000** OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST:

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, listed hereon, on which the state agency designates a further period of restriction.

3. In the event the property is not used as required by C. 1. and 2. above and federal restrictions B. 1. and 2. above have expired then title and right to the possession of such property shall at the option of the GSA revert to the State of North Dakota and the donee shall release such property to such person as the state agency shall direct.

D. CONDITIONS IMPOSED BY THE STATE AGENCY APPLICABLE TO ITEMS WITH A **FEDERAL UNIT ACQUISITION COST OF UNDER $5,000:**

1. All of the above certifications, terms and conditions shall apply to items having an acquisition cost of less than $5,000 except those listed in C. 2.

2. The period of restriction on items having an acquisition cost of less than $5,000 shall be 12 months of utilization.

3. In the event property is not utilized in accordance with terms and conditions imposed by the state agency, title and right to possession of such property shall at the option of GSA revert to the State of North Dakota and, upon demand, the donee shall return the property to the state agency at the donee's expense.

E. CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING A FEDERAL UNIT 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.

F. OTHER 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, 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 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, or 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 utilization 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.

6. **The property acquired by the donee is on an "as is," "where is" basis, without warranty of any kind.**

7. 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 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 or the damages or destroyed donated items.

8. By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 41 CFR 105-68, certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency and where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

I CERTIFY this Agency/Organization has been informed of these Terms, Conditions, Reservations, and Restrictions and agrees to them.

Signature of Administrative Official	
Date	Donee Organization

INSTRUCTIONS FOR COMPLETING THE APPLICATION FOR ELIGIBILITY

PLEASE READ CAREFULLY, INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

USE THIS INSTRUCTION SHEET AS YOUR CHECKLIST TO ASSURE ALL REQUIRED INFORMATION AND DOCUMENTATION IS PROVIDED. IF YOU HAVE ANY QUESTIONS OR NEED ASSISTANCE, CALL 328-9665

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 your 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 and fax number if you have one.

SECTION II: Check the appropriate box which describes your organization. Check only one box.

SECTION III: Check only the box or boxes which indicates the type or purpose of your organization. Definitions have been provided to assist you in making this determination.

SECTION IV: A comprehensive written narrative description of all programs or services provided is required. A description of the operational facilities should also be included. Be sure to include information on 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 a complete copy of your articles of incorporation with all filing certificates and amendments, and a copy of your current By-Laws.**

SECTION V: Check the appropriate box which indicates your organization's type of funding. Supporting documentation indicating what types and amounts of funding must be submitted with the complete application.

SECTION VI: **All organizations making application as a "non-profit, tax-exempt organization: must provide a copy of the IRS determination letter indicating tax exemption under Section 501 of the IRS Code of 1986.** The name of the organization of this IRS letter **must** match the name shown 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: All organizations making application as a "non-profit, 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 1964. Providers of services to homeless individuals must include a letter from the mayor, county judge, city or county health officer, or comparable authority which certifies that the 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 the date and provide an **original** signature of the applicant's authorized official (President, Chairman of the Board, County Judge, Mayor, City Manager, Executive Director, Administrator, Fire Chief, or other comparably authorized official). Photocopied, rubber stamped, machine produced, carbon, or other facsimile signatures are not acceptable.

RETURN THE COMPLETE APPLICATION TO:

North Dakota State Agency for Surplus Property
600 E Boulevard Ave Dept 15
Bismarck, ND 58505-0608
Telephone (701) 328-9665 Fax (701) 328-9669
Email: surplus@nd.gov