

STATE OF ALABAMA  
STATE/FEDERAL SURPLUS PROPERTY PROGRAM  
4590 Mobile Highway  
Montgomery, Alabama 36108  
Phone: (334) 284-0577 Fax: (334) 286-4051

## ELIGIBILITY APPLICATION

### Service Educational Activities

***Please type or print clearly --- Incomplete applications will be returned***

1. LEGAL NAME AND ADDRESS OF APPLICANT'S ORGANIZATION

\_\_\_\_\_  
Legal Name

\_\_\_\_\_  
Physical Address - *Required*

\_\_\_\_\_  
Mailing Address - *P. O. Box if used as mailing address (Zip Code)*

\_\_\_\_\_  
Email Address

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

County \_\_\_\_\_ Telephone No: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Authorized Representative \_\_\_\_\_ Title \_\_\_\_\_

Federal Employer Identification Number \_\_\_\_\_

2. CHECK TYPE OF ORGANIZATION AND LIST UNIT, CHAPTER, LOCAL COUNCIL, AGENCY, ETC. BELOW:

*Each Chapter Must Complete. Must Contact Local Council*

*-- Only applicable to those organizations who have a chapter or council*

\_\_\_\_ American Red Cross \_\_\_\_\_

\_\_\_\_ Boys & Girls Clubs of America \_\_\_\_\_

\_\_\_\_ Armed Services (YMCA) \_\_\_\_\_

\_\_\_\_ Camp Fire Boys and Girls \_\_\_\_\_

\_\_\_\_ Boy Scouts of America \_\_\_\_\_

\_\_\_\_ Civilian Marksmanship Program \_\_\_\_\_

\_\_\_\_ Girl Scouts of USA \_\_\_\_\_

\_\_\_\_ Little League Baseball, Inc. \_\_\_\_\_

\_\_\_\_ US Olympic Committee \_\_\_\_\_

\_\_\_\_ Marine Corps League \_\_\_\_\_

\_\_\_\_ Young Marines of the MLC \_\_\_\_\_

\_\_\_\_ HQ-US Marine Corps (LLPP-2) \_\_\_\_\_

\_\_\_\_ Hqrs US Army Cadet Cmd \_\_\_\_\_

\_\_\_\_ US Naval Sea Cadets \_\_\_\_\_

\_\_\_\_ Big Brothers/Big Sisters of America \_\_\_\_\_

\_\_\_\_ Hqrs Air Force ROTC/LG \_\_\_\_\_

\_\_\_\_ Dept. of the Navy JROTC \_\_\_\_\_

\_\_\_\_ USO World Headquarters \_\_\_\_\_

3. Please provide proof or a copy of the official service determination, appropriate documentation recognizing the activity as a member of a national recognized organization. Such documentation could include a copy of the activity's charter or certification identifying the activity as a recognized entity of a national organization or the official service approval documentation, whichever is applicable.

ORGANIZATION RECOGNIZED BY:

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4. Property requested if needed for purpose as stated and when acquired will be utilized on a:

A.  Continuous Basis      B.  Temporary Basis      C.  Reserve Basis

5. Property acquired through donation will be maintained and repaired in the following manner:

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Terms and Conditions: The standard restrictions that apply are as follows:

- (1) Property must be placed in use within 12 months (1 year) from the date of receipt.
- (2) If property is not placed in use for purposes for which it was donated within 12 months (1 year) of donation, or ceases to be used by the donee for those purposes within 12 months (1 year) of being placed in use, the donee shall return the property of the SASP at its own expense.
- (3) Non-combat aircrafts and vessels will continue to be in use for 60 months from the date the property was placed into use; the restriction on combat aircraft shall be in perpetuity.

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Authorized Representative  
(Please Print)

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Donee Name

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Signature

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Date

# NON-DISCRIMINATION ASSURANCE

\_\_\_\_\_, hereafter called "Donee",  
NAME OF AGENCY/ORGANIZATION *(Print or Type)*

hereby agrees that the program for or in connection with which any property is acquired by 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 will comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2 or 101-8) issued under the provisions of 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, 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 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 give assurance that it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provision 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 interest of the "donee" as used herein includes any such successor in interest.

\_\_\_\_\_  
Donee Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative  
*(Print or Type)*

\_\_\_\_\_  
Donee Mailing Address *(Print or Type)*

\_\_\_\_\_  
Signature



**ELIGIBILITY APPLICATION  
CERTIFICATIONS AND AGREEMENTS**

I hereby certify that I am the Authorized Representative for \_\_\_\_\_  
(Name of Agency/Organization)

and have the authority to approve and certify purchases for this agency/organization. I agree to be responsible for all Surplus Property acquired by this agency/organization through the State of Alabama Department of Economic and Community Affairs' Surplus Property Division and hereby give assurance that the property will be utilized in accordance with the terms and conditions printed on the eligibility application.

The following selectors are approved and certified to acquire and utilize Surplus Property on behalf of the above named agency/organization:

Please print or type the names of individuals certified:

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

I understand that **ONLY** the **authorized representative** may give a one-time letter of authorization to an individual not listed above to present as identification and use as authorization to purchase on behalf of the agency/organization.

Any changes to the above list **must** be made in writing by the **authorized representative**.

\_\_\_\_\_  
**AUTHORIZED REPRESENTATIVE**  
*(Please Type or Print)*

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**EXPIRATION DATE OF  
TERM OF OFFICE**

VIII. CERTIFICATIONS AND AGREEMENTS (INCLUDING TERMS, CONDITIONS, RESERVATIONS AND RESTRICTIONS) TO BE INCLUDED ON THE STATE AGENCY ISSUE OR DISTRIBUTIONS DOCUMENT

(A) DONEE CERTIFIES THAT:

- (1) It is a public agency or a nonprofit 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/or 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; or, if a nonprofit, tax-exempt institute or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for any such purpose, or for programs for older individuals. 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 of the State agency.
- (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 IV 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.

(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 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 limitation as are imposed by 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 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 STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT, FOREIGN GIFTS, OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED.

- (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, unless otherwise designated.
- (3) In the event the property is not used as required by (C)(1) and (2) and Federal restrictions (B)(1) and (2) have expired, right to the possession of such property shall, at the opinion of the State Agency, revert to the State of Alabama and the donee shall release such property to such person as the State Agency 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 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 received 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



**THIS IS A SAMPLE LETTER GIVING NEW SELECTORS  
AUTHORIZATION TO PICK UP PROPERTY**

Montgomery Office: Fax No. (334) 286-4051  
Eva Office: Fax No. (256) 796-4437

Date \_\_\_\_\_

Shane T. Bailey, Division Director  
ADECA - Surplus Property Division  
4590 Mobile Highway  
Montgomery, Alabama 36108

Dear Mr. Bailey:

As the authorized representative for           (Name of the Organization)          , I am requesting that you permit the person named below to select and pick up property for use by this organization. Please have the invoice mailed to           (Name of the Organization)          .

We both understand that property acquired under this authorization cannot be placed in use for personal purposes, but must be placed in use at this organization; entered on the inventory of this organization and used in accordance with Federal and State terms, conditions, reservations and restrictions stated in the applicable State Agency Distributions documents.

**This authorization is a \_\_\_\_\_ one-time only; \_\_\_\_\_ permanent addition;  
or \_\_\_\_\_ delete name. (May use additional paper if necessary)**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date of authorization (if one-time only): \_\_\_\_\_

Signed: \_\_\_\_\_

(Only the Authorized Representative May Sign)

RESTRICTIONS, if any \_\_\_\_\_

(i.e., purchase order number, etc.)

**NOTE: The signature of the authorized representative only will be accepted for adding or deleting authorized selectors.**

**All service charges and utilization of properties will be the responsibility of the authorized representative. Our web site [www.adeca.state.al.us](http://www.adeca.state.al.us)**