



FEDERAL SURPLUS

APPLICATION FOR ELIGIBILITY

INSTRUCTIONS FOR COMPLETING THE APPLICATION TO RECEIVE FEDERAL SURPLUS PROPERTY (41 CFR 102-37)

- Complete pages 2-6 and return per the instructions at the bottom of this page.
- Page 6 must be signed by your organization's AUTHORIZING OFFICIAL. An "Authorizing Official" is the chief executive or financial officer for the applicant organization with authority to execute legal documents on your organization's behalf.
- Some organizations must submit supporting documentation with the application. See pages 8-11 for details.
- Public/government agencies are eligible. Certain nonprofit organizations, Veterans Service Organizations, Service Educational Activities, volunteer fire/EMS/search & rescue departments and small businesses may also qualify. To determine if your organization may be eligible, please refer to the categories listed on pages 2 and 8-11 or contact us.
- All organizations must reapply every three (3) years.
- INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. IF YOU HAVE QUESTIONS OR NEED ASSISTANCE, PLEASE CONTACT US AT (512) 962-4167 OR federal.surplus@tfc.texas.gov.
- Narrative Forms, Add/Delete Representative Forms, and all other program forms are available for download from the "Forms" section of our website: www.SurplusTexas.gov/federal.
- Instructions for completing page 2:
 - **SECTION I:** Provide the full legal name of your organization and Federal Employer ID #. Provide the complete mailing address of your organization as recognized by the U.S. Postal Service. If the street address is different from the mailing address, provide that address or directions if located on a rural or remote area. Provide a phone number (required), fax number (optional) and an email address (required). **E-mail addresses provided will receive notices about program updates, account status, compliance actions, and available property.**
 - **SECTION II:** Check the box that best describes your organization's type or primary purpose. If you are unable to determine which box to check, please see pages 8-11 for an explanation of the eligibility requirements for each type of organization, or contact our office for assistance.
 - **SECTION III:** Check only one box.
 - **SECTION IV:** Indicate source(s) of funding for your organization. Depending on your organization type, you may need to include a description of programs/services and facilities and/or supporting documentation regarding funding source(s). Public agencies (i.e., cities, counties, state agencies, public schools) are not required to submit additional documentation for this section.
 - **SECTION V:** Nonprofit organizations must provide a current, valid IRS Tax Exemption Letter indicating your organization is exempt under Section 501 of Internal Revenue Code. The name of the organization on the IRS letter must match the name provided in Section I of this application. If not, applicant must include sufficient evidence, such as amendments to Articles of Incorporation or Assumed Name filing certificates, to establish the connection. Public/government agencies, small businesses, Veterans Service Organizations, and VFDs are not required to submit documentation for this section.
 - **SECTION VI:** Most nonprofit organizations are required to submit evidence of current approval, accreditation or license from a nationally recognized accrediting or licensing organization. SBA 8(a) and Veteran owned small businesses must submit proof of approval from the SBA. Public/government agencies and VFDs are not required to submit additional documentation for this section.

SUBMIT PAGES 2-6 OF APPLICATION TO:

Applications may be emailed, faxed or mailed.

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM
P.O. BOX 13047
AUSTIN, TX 78711-3047
TEL: (512) 962-4167 FAX: (512) 236-6173
federal.surplus@tfc.texas.gov

For more information about the Federal Surplus Property Program and to view available inventory, please visit: www.SurplusTexas.gov/federal



FEDERAL SURPLUS

APPLICATION FOR ELIGIBILITY

I. ORGANIZATION NAME & INFORMATION:

LEGAL NAME OF ORGANIZATION (include DBA name if applicable) _____ FEDERAL EMPLOYER ID (EIN) _____

STREET ADDRESS (no P.O. Boxes) _____ CITY _____ STATE _____ ZIP CODE _____

MAILING ADDRESS (if different from above) _____ CITY _____ STATE _____ ZIP CODE _____

COUNTY _____ TELEPHONE # _____ FAX # _____

FISCAL YEAR END DATE: _____ EMAIL: _____

II. TYPE/PURPOSE OF ORGANIZATION: (Check the box that best describes your organization. See pages 8-11 for requirements for specific types of organizations.)

- | | | |
|--|---|---|
| <input type="checkbox"/> City | <input type="checkbox"/> Public School, School District or ESC | <input type="checkbox"/> Volunteer Fire Dept., EMS or Rescue Squad |
| <input type="checkbox"/> County | <input type="checkbox"/> Open-Enrollment Charter School | <input type="checkbox"/> Emergency Services District |
| <input type="checkbox"/> State Agency | <input type="checkbox"/> College or University | <input type="checkbox"/> Provider of Assistance to Impoverished Persons |
| <input type="checkbox"/> Conservation (i.e., soil, water, or utility district) | <input type="checkbox"/> Child Care Center or Preschool | <input type="checkbox"/> Provider of Assistance to Homeless Persons |
| <input type="checkbox"/> Economic Development or COG | <input type="checkbox"/> Foster Care or Adoption Services | <input type="checkbox"/> Program Funded for Older Americans |
| <input type="checkbox"/> Educational Radio or TV Station | <input type="checkbox"/> Sheltered Workshop / Vocational Rehabilitation Program | <input type="checkbox"/> SBA 8(a) Business |
| <input type="checkbox"/> Library | <input type="checkbox"/> Residential Treatment Center | <input type="checkbox"/> Veteran Owned Small Business |
| <input type="checkbox"/> Museum | <input type="checkbox"/> Health Center (clinic, hospital, etc.) | <input type="checkbox"/> Veterans' Service Organization |
| <input type="checkbox"/> Zoo, Planetarium or Aquarium | <input type="checkbox"/> Service Educational Activity (e.g., Scouts) | <input type="checkbox"/> Historic Light Station |

III. APPLICANT STATUS: (check one)

- Public/Government agency (includes public schools & vol. fire depts.) Nonprofit organization Small business

IV. SOURCE(S) OF FUNDING: Tax-supported Grants Contributions Other _____

V. (For nonprofit organizations only) HAS THE ORGANIZATION BEEN DETERMINED TO BE TAX EXEMPT UNDER SECTION 501 OF THE INTERNAL REVENUE CODE OF 1986? Yes No

VI. IS THE ORGANIZATION APPROVED, ACCREDITED, OR LICENSED? Yes No

Required for nonprofit education or health organizations, conservation organizations, Veterans' Service Organizations, small businesses and Service Educational Activities.

IF YES, BY WHAT AUTHORITY? _____

NONDISCRIMINATION ASSURANCE

_____ the donee, agrees that the program for or in connection with

(Legal Name of Applicant Organization)

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 (41 CFR 101-6.2 and 101-8) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended, 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, Section 303 of the Age Discrimination Act of 1975, and the Civil Right Restoration Act of 1987, to the end that no person in the United States shall on the ground 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 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 assurance that it will immediately take any measures necessary to effectuate this agreement. The donee further agrees (1) that this agreement shall be subject in all respects to the provisions of said Federal statutes and regulations (2) that this agreement obligates the donee for the period during which it retains ownership or possession of the property, (3) that the United States shall have the right to seek judicial enforcement of this agreement, and (4) that this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

COUNTY/COUNTIES SERVED BY APPLICANT ORGANIZATION: _____

PAYMENT INFORMATION

Payment is due 30 days from the invoice date. Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. **State agencies** must pay via Interagency Transaction Voucher (ITV). Our agency code is 303. If you have questions about how to submit a payment, please contact us at 512-962-4167 or federal.surplus@tfc.texas.gov.

For **new accounts** for **nonprofit organizations, small businesses, and volunteer fire / EMS / search & rescue departments**, please submit the following with your application:

- A voided check or deposit slip, copy of recent bank statement or letter from bank certifying payment account name. The name on the account must match the name on your application and IRS letter (if applicable). If your organization has a "DBA" that you will be submitting payment under, and that is not listed on your IRS letter, then you must submit evidence that your "DBA" has been registered with the proper authority.
- If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.

For **account renewals** for **nonprofit organizations, small businesses, and volunteer fire / EMS / search & rescue departments**, please check one of the following:

- Our organization will continue using the same payment account in our organization's name.
- Our organization will have a parent organization pay on our behalf.

Name of Parent Organization: _____

Relationship: _____

ALL applicant organizations must provide a Payment Point of Contact who will receive notices regarding overdue payments:

Name: _____ Title: _____

Email: _____ Phone: _____

DONEE CERTIFICATIONS & AGREEMENTS

NOTE: "State agency" = Texas Facilities Commission; "Donee" = your organization

(a) THE DONEE CERTIFIES THAT:

(1) It is a public agency, a nonprofit institution or organization exempt from taxation under section 501 of the Internal Revenue code of 1954, a Veteran-Owned Small Business or an SBA 8(a) business; 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), the Department of Veterans Affairs (VA) or Small Business Administration (SBA).

(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, including research for any such purpose, or for programs for older individuals, or SEA organizations, or assistance to homeless/impoverished, or assistance to Veterans.

(3) If an SBA 8(a) business or Veteran-Owned Small Business, the business is located and operated within the State, and that it will use the acquired surplus personal property in the normal conduct of its business activities. Personal or non-business use is prohibited.

(4) 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 and GSA.

(5) Funds are available to pay all costs and charges incident to donation.

(6) 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, 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 Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975 and the Civil Right Restoration Act of 1987.

(7) In accordance with 28 C.F.R. Section 42.401-42.415, the Federal Surplus Property Program collects information related to a donee's race and national origin in order to provide GSA officials, upon request, with enough information for determining compliance with applicable civil rights laws. Data is collected for those donees who: (1) are eligible to participate in the FSP Program; (2) those actually participating in the recipient's programs and activities; (3) those denied participation in the recipient's program.

(8) If a SBA 8(a) business, the terms identified in (b), (c), and (d) may not apply. SBA 8(a) businesses must follow SBA guidelines.

(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. Property shall be continued in use for such purposes for at least one year from the date the property was placed in use. Some property must be used longer than one year (see Section (c)). 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) or property.

(3) In the event the property is not 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.

(c) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS, APPLICABLE TO ITEMS WITH A UNIT ORIGINAL ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST. THE FOLLOWING CONDITIONS DO NOT APPLY TO 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 from the date the property is placed in use. *Not applicable to Service Educational Activities (SEAs).*

(3) In the event the property is not used or handled as required by (b)(1) and (2) and (c)(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.

(d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:

(1) From the date it receives the property and through period(s) of time the conditions imposed by (b), (c) and (f) 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) and (f), or the State agency under (c) and (f). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property shall be remitted promptly by the donee to GSA or the State agency, as the case may be. SBA 8(a) businesses and Veteran-Owned Small Businesses must also obtain prior approval from SBA in addition to the State agency and GSA.

(2) In the event any of the 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 imposed by (b), (c) and (f) 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), (c) and (f) 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 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 and on other pertinent matters as may be required time to time by the State agency.

(5) At the option of the State agency, the donee may abrogate the State conditions set forth in (c) and the State terms, reservations, and restrictions pertinent thereto in (d) by payment of any amount as determined by the State agency.

(e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY:

(1) The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind, and the Government of the United States of America, the State of Texas, its agencies or assigns, and employees thereof will be held harmless from any or all debts, liabilities, judgments, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.

(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 the State agency, as the case may be, will be entitled to reimbursement from the donee out of the insurance proceeds, of any amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.

(f) THE DONEE AGREES TO THE FOLLOWING ADDITIONAL 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, AND FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR THE PURPOSE FOR WHICH ACQUIRED:

(1) The donation shall be subject to the additional special terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document or other agreements executed by the authorized donee representative.

(g) THE DONEE CERTIFIES by signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 41 CFR105-68, certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (b) 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.

(h) 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.

(i) THE DONEE UNDERSTANDS that e-mail addresses provided may receive notices about program updates and available property. **Additionally, information on property donated to your organization, including pictures and service charge(s) paid, may be used by Federal Surplus Property Program for marketing and outreach purposes.**

PROPERTY COMPLIANCE PERIOD

Participating organizations (referred to as “donees”) are required to use the property obtained through the program for a specific amount of time before the property can be sold, transferred or otherwise disposed of. The compliance period is often determined by the “original acquisition cost” of the item. The “original acquisition cost” is defined as the amount the federal government paid when it was initially purchased.

- Property must be used for the program(s) approved for participation in the Federal Surplus Property program.
- All property must be placed into use within one year of the invoice date.
- Property is considered “in use” as soon as it is ready and able to serve its intended purpose.
- The compliance period varies according to item and donee type but is **at least 12 months** from date put into use.
 - For property valued at less than \$5,000 in original acquisition cost, the compliance period is 12 months from the date put into use.
 - For property valued at \$5,000 or more in original acquisition cost and all passenger motor vehicles, the compliance period is 18 months from the date put into use. *Not applicable to Service Educational Activities.*
- TFC staff performs scheduled and unscheduled onsite property compliance visits to ensure the property is being used as represented. The donee agrees to make the property available for visual inspection by TFC staff in a timely manner.
- If the property is not paid for in full or is not being used or handled as required, the donee will be required, at its expense, to return the property to TFC or offer for transfer to another donee, as instructed by TFC.
- Property must be used and stored at the street address listed on page 2 of this Application, or at other appropriate donee-managed satellite locations in Texas (for example, county precinct barns, district fire stations, school campuses, maintenance/transportation warehouse). Property may not be removed indefinitely from an approved location, or from the State of Texas, without prior, written approval from TFC.
- Property may not be stored at a personal residence, unrelated business or storage facility, or any other location that is not managed by the donee organization. Property is not for personal use; it must be readily accessible to all donee staff.
- Donees are required to complete reports regarding property use as a condition of participating in the program.
- **During the compliance period, the donee may 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, written approval of TFC and/or GSA. SBA approval may also be required for small businesses.**
- **If property is sold, transferred, or otherwise disposed of during the compliance period, the donee may be subject to penalties and fines, as well as possible state or federal prosecution.**

IMPORTANT NOTE FOR SBA 8(a) APPLICANTS: If applying as an SBA 8(a) business, I understand that the property compliance terms identified above do not apply to my business and that as an SBA 8(a) business I must follow SBA property compliance guidelines. Additionally, I understand that I may not have access to certain items – including aircraft or property with an original acquisition cost of \$5,000 or more – if my business is due to graduate from the SBA 8(a) program with insufficient time to cover the entire federally required compliance period for that item.

IMPORTANT NOTE FOR VETERAN OWNED SMALL BUSINESS APPLICANTS: If applying as a veteran-owned small business, I certify that the small business is unconditionally owned and controlled by one or more eligible veterans, service-disabled veterans, or surviving spouses; and the business has registered, and is in “certified” status in the SBA’s VetCert program database under the procedures found in 13 CFR § 128.

IMPORTANT NOTE REGARDING SIGNATURES: Unauthenticated digital signatures, signature stamps or signature images will not be accepted. A physical signature is preferred. If a physical signature cannot be obtained, we can also accept digital signatures authenticated by a third party such as Docu-Sign or Adobe Acrobat.

I certify that the information provided on this Application is accurate and up to date to the best of my knowledge, and that I understand and agree to the terms and conditions listed on pages 2-6 of the Application, including terms regarding nondiscrimination, property compliance and reporting, and the Certifications & Agreements. I also certify that I have executive authority to execute legal documents on behalf of the applicant organization.

FIRST & LAST NAME (typed or printed)

TITLE

X

SIGNATURE OF AUTHORIZING OFFICIAL

(ex. Chief Executive or Financial Officer, Mayor/City Manager, County Judge, Superintendent, President, Fire Chief)

DATE