Instructions for Completing the Federal Surplus Property Program Application
The applicant must **type** or **legibly print**.

1. Complete all areas in Section 1.

2. Check all funding sources which apply to your organization/agency. You must **attach proof of funding** such as a copy of the annual budget/financial statement from the auditor, controller, accounting department, and a cancelled check, etc. This statement must indicate that the monies were given to your organization/agency as appropriated taxes, or through contributions, grants, tuitions or fees. **Hint:** Look at your check stub…if it was drawn from the auditor's office of State, County, City, Town, or Township you are a public employee, therefore your agency is a public agency.

3. Give a brief description of your Agency/Organization.

4. DO NOT WRITE IN THIS AREA! Continue at Line 5.

5. Section 5A through 5G indicates the type of organizations/agencies which may qualify for eligibility. You are not eligible if your type is not listed here. Each type indicates the required letter and documentation that you must submit. Check the section that most applies to your organization/agency. Attach all required letters and copies of documentation. **Your application will not be processed if we do not receive the required letters and documentation.**

6. Read the Nondiscrimination Assurances, Certifications and Agreements, and Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, then sign and date. **Make sure all representatives you authorized to purchase federal property sign and date also.**

7. Complete the Donee Want List.

8. Place this 7 page application with attached required documentation in an envelope and mail to:

Federal Surplus Property
601 W. McCarty Street, Suite 100
Indianapolis, IN 46225

Or, you may hand deliver the application. **All 7 pages must be returned**.

9. Your application will not be processed if you fail to submit:

   (1) Original ink signature application. We do not accept copies, faxes or emails.

   (2) Required Documentation

   (3) All authorized representative's signatures

10. For inquiries, please call 317/234-3690 or you may email to: mtullos@idoa.in.gov.

APPLICATION FOR ELIGIBILITY TO RECEIVE FEDERAL SURPLUS PROPERTY
Complete all areas necessary and attach required documentation.
Incomplete applications will not be processed.
Faxed applications will not be processed.
PLEASE TYPE OR PRINT

1. Legal Name and Address of Applicant (name and address must be the same on all documentation required)

Name of Organization/Agency:				
Facility Street Address:				
Mailing Address:				
City:	State: **IN**	Zip:	Web-Site:	
Telephone:			Fax:	
E-mail Address:			County:	Co. #

2. Funded By (attach proof): ( ) State ( ) County ( ) City ( ) Town ( ) Township
( ) Contributions ( ) Tuitions ( ) Grants ( ) Other (specify)_____

3. Brief Description of Agency/Organization

DO NOT WRITE IN SECTION 4 - CONTINUE AT SECTION 5.

4. Approved:_____ Update Due:_____ Code:_____ Card#_____

Verification:_____

Denied:_____ Reason:_____

Signature:_____ Date:_____

This page must be returned with application and required documentation

5. Type of Organization/Agency

A. PUBLIC AGENCIES (Applicant is funded with appropriated public tax dollars)

( ) Combination of Public Agencies
( ) Parks and Recreation
( ) Public Health
( ) Quasi-public
( ) Conservation
( ) Public Safety
( ) Public Education
( ) Economical Development
( ) Correctional Facility
( ) Other (specify)

Required Documentation to be Attached:
►Proof of being a public agency such as proof of public funding, government website, letter from official, laws, etc.

B. VOLUNTEER PUBLIC SAFETY (**Applicant must be funded in whole or in part with appropriated public tax dollars**)

( ) Volunteer Fire Department ( ) Rescue Squad ( ) Other _____

Required Documentation to be Attached:
►**Proof of public funding** as reflected on your local government's official financial budget. A contract alone does not constitute evidence of public funding ***Attach copy of current contract and cancelled check from local government**
►Charter or approval by proper local government authority ***Attach approval letter from local government**

C. NON-PROFIT EDUCATION

( ) Elementary/High School
( ) Daycare Center
( ) School Corporation/District
( ) College/University
( ) *Museum (specify type) _____
( ) Noncommercial Television Station
( ) Noncommercial Educational Radio Station
( ) Other (specify)

Required Documentation to be Attached:
►Narrative and/or literature providing a complete description of programs/services offered, population served, facilities, staff qualifications, etc.
►License, Accreditation or approval from a recognized licensing/accreditation body with expiration date indicated
►IRS **501(c)(3)** tax-exempt ruling reflecting current legal name and current address
►Charter, Bylaws, Articles of Incorporation
►*Museums must provide evidence of having at least one full-time staff and being open to the public a minimum of 1000 hours annually

D. NON-PROFIT HEALTH

( ) Medical Institution (specify type)_____
( ) Medical Research Clinic, Center or Institution
( ) Health Center
( ) Alcohol and Drug Abuse Treatment Center
( ) Laboratory
( ) Coroner
( ) Child Care Health Center
( ) Other (specify)_____
( ) Hospital/Clinic
( ) Nursing Home

Required Documentation to be Attached:
►Narrative and/or literature providing a complete description of programs/services offered, population served, facilities, staff qualifications, etc.
►License, Accreditation or approval from a recognized licensing/accreditation body with expiration date indicated
►IRS **501(c)(3)** tax-exempt ruling reflecting current legal name and current address
►A letter of reference from a local government official which verifies existence, purpose and importance to community

E. PROVIDER OF ASSISTANCE TO THE HOMELESS/LOW INCOME

( ) 24-Hour Shelter ( ) Food Bank ( ) Day Center ( ) Other (specify)_____

Required Documentation to be Attached:

►Narrative and/or literature providing a complete description of programs/services offered, population served, facilities, staff qualifications, etc.
►IRS **501(c)(3)** tax-exempt ruling reflecting current legal name and current address
►Copy of Charter, Bylaws, Articles of Incorporation
►A letter of reference from a local government official which verifies existence, purpose and importance to community

F. PROGRAM FOR OLDER INDIVIDUALS

Applicant must be currently receiving appropriated federal funds for the operation of a program for older individuals pursuant to:

( ) Older Americans Act of 1965 (specify title)_____ ( ) Economic Opportunity Act of 1964; Title VIII or Title X
( ) Community Services Block Grant Act (specify title)_____ ( ) Social Security Act; Title XX or Title IV

Required Documentation to be Attached:

►Narrative and/or literature providing a complete description of programs/services offered, population served, facilities, staff qualifications, etc.
►License, accreditation or approval from a recognized licensing/accreditation body with expiration date indicated
►IRS **501(c)(3)** tax-exempt ruling reflecting current legal name and current address
►Charter, Bylaws, Articles of Incorporation
►Proof of receiving above appropriated federal funds

G. SERVICE EDUCATIONAL ACTIVITY (SEA)

( ) Boy Scouts
( ) Girl Scouts
( ) JROTC
( ) Cadet activities
( ) American Red Cross
( ) Boys & Girls Club of America
( ) Big Brothers/Big Sisters of America
( ) Other

Required Documentation to be Attached:

►SEA's must submit a letter of recognition & approval from their National or Regional headquarters that states they (National or Regional headquarters) have a written contract or written agreement with Dept. of Defense (DoD) that permits the SEA to obtain federal surplus property directly from the Indiana Federal Surplus Property agency.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

This certification is required by General Services Administration regulations implementing Executive Order 12549-41 CFR 105-68 - for all lower tier transactions meeting the requirements stated at 41 CFR 105-68.110

Instructions for Certification:

1. By signing and submitting the Federal Surplus Property application, the prospective lower tier participant is providing the certifications set out below in this proposal.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntary exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR, part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certifications Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

By signing and submitting the Federal Surplus Property application, the cardholder agrees to the following certification:

(1) The prospective lower tier participant certifies, by submission of this proposal, 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 or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

7. CERTIFICATIONS and AGREEMENTS

a) THE DONEE CERTIFIES THAT:

1) It is a public agency, or a non-profit 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.

4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus 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, 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 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 (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.

4) The property described on the reverse side hereof is subject to all requirements imposed by federal statutes and regulations including, but not limited to, 40 U.S.C. 471 et. Seq. And the donee agrees to abide with and be responsible for compliance therewith by possession of such property as described herein.

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 VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE 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, except for such items of major equipment, listed hereon, on which the State agency designated a further period of restriction.

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 title and right to the possession of such property shall, at the option of the State agency, revert to the State of Indiana 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 condition 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 unauthorized 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 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 condition 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.

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

1) The property acquired hereby by donee has been inspected by donee or made available for inspection and inspection waived by donee and transferred on an "As is" basis "Where is" , "With all faults", Without warranty or representation of any kind, written or verbal", and donee agrees to hold harmless and indemnify the State of Indiana and its officers, employees or agents from any and all claims, demands or actions brought by reason of donee taking possession, usage or subsequent transfer of property.

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, 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.

f) 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 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.

REMINDER: BY SIGNING AND SUBMITTING THE FEDERAL SURPLUS APPLICATION, YOU ARE AGREEING TO ABIDE BY THE ABOVE CERTIFICATIONS AND AGREEMENTS .

8. NONDISCRIMINATION ASSURANCE

By signing and submitting the Federal Surplus Property application, the Cardholder as the authorized official of the applicant and its Representatives, 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 is authorized to provide services or benefits under said program to comply with all requirements imposed pursuant to the regulations of the General Services Administration (41 CFR 101-6.2 and 101-8) issued under the provisions of the Title VI of the Civil Rights Act of 1964, as amended; Title VI of the Federal Property and Administrative Services Act of 1949, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Section 303 of the Age Discrimination Act of 1975, and Title IX of the Education Amendments of 1972, as amended; and the Civil Rights Restoration Act of 1987, to the end that no person in the United States shall on the ground of race, color, national origin, sex, 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 herby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

The Donee further agrees that (1) 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 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 successor in interest.

This is to certify that I/we have read, understand, and agree to abide by the Nondiscrimination Assurances, the Certifications and Agreements, and the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions

Printed Name of Representative(s) and Title(s)	Representative(s) Signature(s)	Date

Printed Name of Cardholder and Title Cardholder's Signature Date

***The Cardholder is the authorized approving authority such as the mayor, trustee, sheriff, superintendent, etc.**
***All representatives authorized by the cardholder to obtain property through our program must sign and date above.**

9. Indiana Federal Surplus
Donee Want List

Legal Name and Address of Applicant (name and address must be the same on all documentation required)

Name of Organization/Agency:

Street Address:

Mailing Address:

City:	State: **Indiana**	Zip:

Telephone:	Fax:

E-mail Address:	County:	Co. #

Detailed Description and Intended Use	Qty.

This is to affirm that the above items are needed to carry out our purpose and to maintain our operation.

Cardholder's Signature: Date:

This page must be returned with application and required documentation