STATE OF ALABAMA
STATE/FEDERAL SURPLUS PROPERTY PROGRAM
4590 Mobile Highway
Montgomery, AL 36018
PHONE: (334) 284-0577 FAX: (334) 286-4051

ELIGIBILITY APPLICATION
Veterans 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* Email Address

_____
Mailing Address – *P. O. Box if used as mailing address*

City_____ State_____ Zip Code_____

County_____ Telephone No.:_____ Fax No.:_____

Authorized Representative_____ Title_____

Federal Employer Identification Number_____

2. CHECK TYPE OF ORGANIZATION BELOW –
Organization MUST be recognized by the Secretary of Veterans Affairs

____African American PTSD Assoc
____American Legion
____Army and Navy Union, USA
____Catholic War Vets of the USA
____Gold Star Wives of America
____Legion of Valor of the USA
____National Amputation Foundation
____Navy Mutual Aid Association
____Polish Legion of American Vets USA
____United Spinal Association Inc
____Vietnam Era Veterans Assoc
____American Ex-Prisoners of War
____AM VET
____Assoc. of Vietnam Vets of America
____Disabled American Veterans
____Italian American War Vets USA
____Marine Corps League
____National Assoc for Black Veterans
____Non-Commissioned Ofcrs Assoc USA
____Retired Enlisted Association
____Vet of Foreign Wars US
____Vietnam Veterans of America
____American GI Forum Nat Vet Outreach
____Armed Forces Services Corp
____Blinded Vets Association
____Fleet Reserve Association
____Jewish War Vets of the USA
____Military Order of the Purple Heart
____National Assoc of County Vets Srvc Officers
____Paralyzed Vets of America
____United Spanish War Vets
____Vets of Vietnam War and Vets Coalition

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:

_____

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.

_____ _____

Authorized Representative Donee Name
(Please Print)

_____ _____

Signature Date

6. Statement of Relative Property Needs for _____
(Legal Name of Applicant)

relative property needs, resources and abilities to utilize requested property.

> Applicant please note that general categories of the property in great demand and not readily available in the surplus property distribution centers include, but are not limited to, aircrafts and aircraft components; vessels and vessel components; computers and computer components; construction equipment; construction material; material handling equipment; machine shop and woodworking shop equipment; generators; compressors; vehicles; highly specialized equipment and small common use items in large quantities. Requests for items in these categories are accepted by the State Agency and placed on a "want list". When items fall that within these categories become available, donation is made by the State Agency on the basis of each requesting donees' relative need, resources and abilities to utilize requested property. Needs for items that do not fall within the listed categories may be filled by donee representatives visiting the surplus property distribution centers on a regularly scheduled basis.

7. Relative property needs

   A. Be specific – list quantities needed and a complete description of the items that are needed. Requests for items that cannot be readily identified or requests for items that are usually available in the surplus property distribution centers will not be placed on a "want list").

   B. List items needed in the space below. *(If necessary, attach supplement)*

QTY	Complete Description	Needed for What Purpose

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

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).

i. *If applicable*, donee is a Veterans organization under Federal Regulation, Title 41, Chapter 102-37 and representative recognized by the Secretary of Veterans Affairs under Section 5902 of the 38.

(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 till 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 ITMES 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 of 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 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 Stage 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, conditions, 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 PROPERY PROCURED:

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

(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 occur, the State Agency will be entitled to reimbursement from the donee out of the insurance proceeds an amount equal to the unamortized portion of the fair value of the damages or destroyed donated items.

(F) THE DONEE AGREES TO THE FOLLOWING ADDITIONAL SPECIAL 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 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 the agreement executed by the authorized donee representative.

(G) NO PERSON IN THE UNITED STATES SHALL ON THE GROUNDS OF AGE, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY PROGRAM OR ACTIVITY FOR WHICH TRANSFEREE RECEIVES FEDERAL ASSISTANCE FROM GSA.

_____

AUTHORIZED REPRESENTATIVE *(Type or Print)* TITLE

_____

AUTHORIZED REPRESENTATIVE *(Signature)*

_____

NOTARY DATE

_____

My Commission Expires

Approved ☐ Disapproved ☐

_____ _____

Chief, Surplus Property Division Date