State of New York
Office of General Services
BUREAU OF FEDERAL PROPERTY ASSISTANCE
Building 18, W. Averill Harriman State Office Building Campus
Albany, NY 12226

Federal Surplus Property Program

Application for Eligibility by State and Public Agency

Eligibility may be granted to any State Department, Division, Bureau or Agency; any City, Town or County government; or any other governmental entity or public agency established by or pursuant to State Law; and to any Indian Tribe located on a State Reservation: EXCEPT THAT eligibility may not be granted to individual subordinate programs or divisions of a governmental entity where the parent entity has established eligibility.

FOR STATE USE ONLY		
Code Type Donee	County of Location	Donee ID Number
Application Approved by		
Date Approved		

Instructions: ANSWER ALL QUESTIONS AND PROVIDE ALL REQUIRED DOCUMENTARY EVIDENCE OR INFORMATION IN SUPPORT OF APPLICATION. APPLICATION MUST BE SIGNED BY HEAD ELECTED OR APPOINTED OFFICIAL OF APPLICANT ORGANIZATION, OR THE LEGALLY DESIGNATED UNIT HEAD.

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1. Legal Name: _____

   Address of applicant public agency: Street: _____
   City, County, Zip: _____

   Telephone: _____ Fax: _____

   Email: _____

2. Select Type of Public Agency:

   State: Department ☐ Division ☐ Bureau ☐ Agency ☐

   Local Government: County ☐ City ☐ Town ☐ Agency ☐

   Other: (specify) _____

3. How was applicant organization established? Pursuant to:

   Local Ordinance or Charter: ☐ State Law: ☐

   Other: (specify) _____

4. a. Indicate resident population of area of applicant's jurisdiction: _____

   AND/OR

   b. Number of persons (patients, clients, patrons, inmates etc.) served daily through applicant program(s): _____

5. Total budgeted expenditures of applicant organization for last full fiscal year:

   _____

   (Designate fiscal year and amount)

6. Indicate sources and amounts of all operating funds last full fiscal year.

   A. Local Tax Funds: _____

   State Aid: _____

Federal Aid: _____

B. Other: _____

(Describe and provide amounts)

7. Indicate total budget for current fiscal year: _____

8. A. Indicate any program area(s) of applicants organization requiring State charter, licensing, approval or accreditation: (Specify program area and authority)

_____

_____

_____

_____

B. Submit documentary evidence of any of above, in form of photostat copy attached to this application.

9. If other than a State Department, State College, public school district; or county, city or town government: applicant must submit as an attachment to this application, a full description of the size and scope of applicant's program(s), number of persons, pupils, patients, inmates or clients served, sources and amount of operating funds, annual budget, program objectives and any other information to support this application.

10. All applicants must include as supplements to this application, a listing or statement as to general property items or special items needed by the applicants programs.

I CERTIFY THAT THE INFORMATION STATED HEREIN, AND THE SUPPORTING INFORMATION ATTACHED HERETO, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____

(Signature of the Head Administrative Official)

_____ _____

(Typed Name and Title) (Date)

Submit with NON-DISCRIMINATION ASSURANCE STATEMENT

CS 401

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Federal Surplus Property Program
Participation Agreement
and
Designation of Authorized Representatives
See Also: Certifications and Agreements

Instructions: This form must be completed by the Head Administrative or Head Financial Official. A representative from program and operation units may also be designated as authorized representatives.
Please remember to photocopy for your records prior to mailing.

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Code Type Donee	County of Location	Donee ID Number
Application Approved by		
Date Approved		

Donee Name:_____

Donee Address:_____

Telephone:_____ Fax: _____

Email: _____ County: _____

This certifies that the personnel listed below are hereby designated as accredited representatives of this organization duly authorized and empowered to select acquire and receipt for Federal surplus property; to obligate this organization for the payment of all service charges assessed by the state for the provision of such property; and to execute related documents certifying compliance by this organization with the terms, conditions, reservations and restrictions which will apply to the receipt and use of Federal surplus property by this organization.

Name	Title	Signature

I, and the above designated representatives whose signatures are affixed hereto have reviewed, and further certify that this organization will observe and comply with all Terms, Conditions, Reservations and Restrictions applying to the acquisition and use of property as outlined in the certifications and agreements document.

_____
Signature

_____ _____
Typed Name and Title of Head Administrative Official **Date**

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Federal Surplus Property Program

Certifications and Agreements

Instructions: Review the items below sign this document and submit it with a completed Participation Agreement and Designation of Authorized Representatives document as part of your application package.

A. The donee certifies that:

1. It is a public agency; or a nonprofit 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(i) of the Federal Property and Administrative Service Act of 1949, as amended, and the regulations of the Administrator of General Services.
2. If a public agency, their property is needed and will be used by the recipient for carrying out or promoting 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 purposes, and including research for such purpose. The property is not being acquired for any other use of 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, and these charges will be paid promptly.
4. This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Acts 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 1073, 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 for which acquired within one year of receipt and shall be continued in use for such purposes 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 be immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the report 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 Service Administration(GSA) on any items(s) of property listed hereon.
3. In the event the property is not so used or handled as required by B.1 or B.2 above, title and right to 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 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:

1. The property shall be used only for the purpose(s) for which acquired and for no other purposes(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.
3. In the event the property is not so used as required by C.1 and C.2 above and Federal restrictions in B.1 and B.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 New York and the donee shall release such property to such persons 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 herein 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, when such action is authorized by GSA or 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 herein 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 shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal or the fair market 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 herein 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 herein, 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 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, 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:

The donation shall be subject to the special terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document executed by the authorized donee representative.

G. The organization receiving Federal Surplus Property shall indemnify and hold harmless New York State and the United States Federal Government, their employees and agents against any and all loss, damage,claim or liability whatsoever; due to personal injury or death or damage during the acquisition or subsequent use of Federal Surplus Property.

H. All property acquired through the Federal Surplus Property Program is considered federal financial grant-in-aid and may require compliance under the single audit act of 1984 and the provisions of OMB circulars A-128 and A-133.

ORGANIZATION NAME:_____

NAME:_____

TITLE OF AUTHORIZED OFFICIAL:_____

SIGNATURE:_____**DATE:** _____

This form should be submitted with any application for eligibility.

State of New York
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NON-DISCRIMINATION ASSURANCE STATEMENT

Assurance of compliance with GSA regulations under Title VI of the civil Rights Act of 1964, as amended; Section 606 of Title VI of the Federal Property and Administrative Service Act of 1949, as amended; Section 504 of the Rehabilitation Act of 1963, as amended; and Section 303 of the Age Discrimination Act of 1975, as amended.

DONEE

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 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) 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, and Section 303 of the Age Discrimination Act of 1975, as amended, 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 the benefits of, or be subjected to discrimination under any program activity for which the donee received Federal assistance from the General Services Administration; and Hereby Gives Assurance That it will immediately take any measure necessary to effectuate this agreement.

The donee further agrees 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 interest of the donee, the word "donee" as used herein includes any such successor in interest.

The accuracy of the data and the continued compliance with all requirements for acquisition and use of Federal Surplus Property as stated on (1) Certifications and Agreements (CS402) and (2) Non-discrimination Assurance Statement, as well as a desire to continue eligibility in the Federal Surplus Property is hereby acknowledged.

ORGANIZATION NAME:_____

NAME:_____

TITLE OF AUTHORIZED OFFICIAL:_____

SIGNATURE:_____ **DATE:**_____

This form should be submitted with any application for eligibility.

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