SOUTH CAROLINA
GENERAL SERVICES DIVISION/SURPLUS PROPERTY
FEDERAL/STATE SURPLUS PROPERTY PROGRAM
1441 Boston Avenue, West Columbia, SC 29170
(803) 896-6880

APPLICATION FOR ELIGIBILITY UPDATE

Mail completed update application along with all required documentation to:

SC Surplus Property, 1441 Boston Ave, West Columbia, SC 29170

Please note:

Review, Approval/Disapproval of update application with required documentation can take up 30 or more days for review.

Incomplete applications will not be processed.

GSA Guidelines require complete update every 3 years to stay eligible regardless of changes or no changes.

Failure to submit updated information will result a suspension status until update is received and approved.

Service Charges apply for all Property.

Payment in Name of Organization by Check or Credit Card no Cash/Money Order accepted.

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FEDERAL/STATE SURPLUS PROPERTY PROGRAM
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APPLICATION FOR ELIGIBILITY UPDATE

In order to maintain eligibility to participate in the Federal/State Surplus Property Program, you must complete and return this form. Federal/State regulations require agencies to update all eligibility files once every 3 years. If you are a volunteer fire department (include funding) or are required to have a license, update is required annually.

In order to meet the Federal/State requirements, we request that you furnish our office a completed application (plus a copy of your current license, if applicable) within five (5) days of receipt.

If you decide to no longer participate in our program, please notify us in writing of that decision as well.

I. LEGAL NAME & MAILING ADDRESS OF APPLICANT'S ORGANIZATION:

_____ _____
Name of Organization *Federal ID Number*

_____ _____
Name of Executive Director of Organization *Mailing Contact*

_____ _____
Mailing Address (PO Box Number, Street, City & State) *Zip Code*

_____
Street Address (If Different From Mailing Address)

_____ (____)_____
E-Mail Address *Cell phone number*

_____ (____)_____ (____)_____
County *Telephone #* *Fax #*

II. APPLICANT STATUS: (Check one)

☐ **Public Agency, including Public School (evidence must be provided)**

☐ **Nonprofit, Tax-Exempt Organization (IRS 501c3 evidence must be provided)**

☐ **Veterans Organization**

IV. PROVIDE A WRITTEN DESCRIPTION OF PROGRAMS OR SERVICES OFFERED, INCLUDING A DESCRIPTION OF FACILITIES OPERATED. (provide on letterhead)

V. SOURCE OF FUNDING: (Attach Supporting Documentation)

☐ **Tax Supported** ☐ **Grant** ☐ **Contributions** ☐ **Other** _____
(Specify)

VI. HAS THE ORGANIZATION BEEN DETERMINED TO BE TAX EXEMPT UNDER SECTION 501 OF THE INTERNAL REVENUE CODE OF 1954?

☐ **Yes (copy required except for governmental units)** ☐ **No**

VII. IS THE ORGANIZATION APPROVED, ACCREDITED, OR LICENSED?

☐ Yes (copy required) ☐ No

FEDERAL/STATE SURPLUS PROPERTY PROGRAM
1441 Boston Avenue, West Columbia, SC 29170

NON-DISCRIMINATION CERTIFICATION

The "donee" hereby agrees that the program for or in connection with which any property is donated 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, 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 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 or 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 and the word "donee" as used herein includes any such successor in interest.

THE FOLLOWING REPRESENTATIVES ARE DESIGNATED TO:

a. **Acquire Federal Surplus Property;**
b. **Obligate necessary funds for this purpose; and**
c. **Execute Distribution Documents agreeing to terms, conditions, reservations and restrictions applying to property obtained through the agency.**

REPRESENTATIVES ***(print or type) must be legible*** **complete page 5.**

COMPLETE PAGE 5 FOR THIS REQUIREMENT – SIGNATURE MUST BE IN BLUE INK

Please provide all authorized representatives on the following page (Page 5).

All columns must be completed by each representative, signature must be in blue ink or the application will be returned.

Organizational Name _____

Complete each column – names must be legible – signature must be in BLUE INK.

Name (Print)	Title	Signature	E-mail Address	Phone

ACKNOWLEDGEMENTS

(A) THE 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 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. 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 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 304 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.

(5) It or its representatives are not currently debarred, suspended, declared ineligible or otherwise excluded from receiving federal property.

(B) THE DONEE AGREES TO THE FOLLOWING CONDITIONS:

(1) All items of property shall be placed in use for the purpose(s) for which acquired within 1 year of receipt and shall be continued in use for such purpose(s) for 1 year from the date the property was placed in use. In the event the property is not 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 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, reverts 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, FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OF 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 at least one year, and to be in accordance with the provisions of the State Plan of Operation.

(3) In the event the property is not so used as required by (C)(1) and (2), and Federal restrictions (B)(1) and (2) and (G)(1) have expired, right to the possession of such property shall, at the option of the State Agency, revert to the State of South Carolina and the donee shall release the property to another eligible donee 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 this agreement 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 (1) or the State Agency under (C) and (1). 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, encumbered, cannibalized or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by this agreement remain in effect, without the prior approval of GSA or the State Agency, the donee, at the option of 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 the time conditions imposed by this agreement 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, or to 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 State conditions set forth in (C) and the State terms, reservations, restrictions and conditions pertinent therein 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, and the Government of the United States of America 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 an 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 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 other agreement by the authorized donee representative.

(G) THE DONEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS IMPOSED BY THE STATE AGENCY APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF UNDER $5,000:

(1) As noted on the State Agency Distribution Document.

(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-133.

_____ _____

Signature of Chief Executive Officer Date

DO NOT WRITE IN THIS SPACE
FEDERAL /STATE SURPLUS PROPERTY APPLICATION DETERMINATION

Application Approved_____ Application Disapproved_____ Date_____

Reason(s) for Disapproval:

Director_____

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UPDATE APPLICATION CHECK LIST

REQUIRED INFORMTION TO ACCOMPANY UPDATE APPLICATION

Check each line as you review application for completion

INCOMPLETE APPLICATIONS WILL BE RETURNED

Completed Update Application	**to include all required documentation as follows:**
_____ **Section II Applicant Status:**	**Evidence for Public Agency, including Public School** **Nonprofit 501c3 letter from the IRS**
_____ **Section IV on Letterhead:**	**Comprehensive written description of all program/services** **Description of the operational facilities to include information on staff and staff qualifications, population or enrollment, fees charged.** **Hours of Operation** **Articles of Incorporation with all filing certificates and amendments** **Copy of By-Laws**
_____ **Section V Funding:**	**Supporting documentation**
_____ **Section VI:**	**IRS 501 Letter for nonprofits**
_____ **Section VII:**	**Approved, Accredited or License (not a business license) – This is a Requirement for all Non Profit organizations.** **For Non Profits – Provider of Assistant to Homeless or Impoverished submit Evidence from a local elected official organization is publicly recognized provider of assistance to homeless or impoverished.**
_____	**Police/Fire Depart/Rescue Squads – Copy of your Charter, State Law or County Ordinance of how you were created**
_____ **Signatures:**	**Page 5: Listing of all authorized representatives (all columns completed)** **Page 7: Signature of Chief Executive Officer**

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West Columbia, SC 29170
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