

## **Missouri State Agency for Surplus Property About the Program...**

### **Eligibility**

The Federal Surplus Property Donation program enables certain nonfederal organizations to obtain property the Federal Government no longer needs. The Missouri State Agency for Surplus Property (MOSASP) obtains this surplus property from the Federal Government and donates it to eligible entities for a service charge. Eligible entities include:

- Public agencies (State Agencies, cities, counties, schools, fire protection district, ambulance districts, etc.)
- Not-for-profit educational and public health activities (these must be licensed or accredited by a recognized authority).
- Agencies that primarily serve the homeless.
- Agencies that provide assistance to the needy.
- Agencies that receive funds from the Older Americans Act.
- Certain Veterans organizations.

To become eligible, forms must be completed by the chief administrative officer or executive head of the agency and MOSASP must make an eligibility determination. Once an agency is approved to receive property, the agency is called a donee. At that point, authorized representatives can visit the MOSASP facility and select property needed by the donee. Property is received on a daily basis so the inventory changes on a daily basis.

### **Service Educational Activities**

Services Educational Activities (SEAs) are eligible to receive Department of Defense (DOD) property. Although their eligibility is determined by DOD, they should contact MOSASP for requirements. Property obtained by the SEA can only be used in their eligible program, and must be put into use within one year of receipt and used for at least one year.

### **Small Business Administration Participants**

Participants in the Small Business Administration's (SBA's) 8(a) Business Development Program may be eligible to receive surplus property. The SBA will be responsible for determining eligibility and enforcing compliance.

### **Want List**

To request property that is needed but not currently available, donees can place their names and the need items on the want list. When the property is received, staff will call and notify the donee that it is available.

### **Return of Property**

- If at any time during the period of restriction, the property is no longer suitable, usable, or further needed by the donee, the donee must return the property to MOSASP.
- If property cannot be used and is returned within 30 days from receipt, full credit will be given. If property is returned between 30 and 60 days from receipt, half credit will be given. After 60 days, no credit will be given.

## **Hours of Operation**

The facility is open from 8:00 a.m. – 4:30 p.m., Monday through Friday.

## **Restrictions**

The Federal government requires that MOSASP place restrictions on property transferred through the donation program. Title to the property does not pass to the donee until it has been used for the period of restriction. A summary of these restrictions is as follows:

- Property can only be used by the eligible donee.
- Property obtained must be put into use within one year of receipt and remain in use for at least one year.
- Passenger motor vehicles and items with an original acquisition cost of \$5,000 or more must be used for a minimum period of 18 months.
- Gas masks, body armor, aircraft, vessels, and foreign gifts have an additional period of restriction.
- Personal use, unauthorized sale, disposal, cannibalization or destruction of property during the restriction period is considered noncompliance.
- Property cannot be stored at a personal residence without the prior written approval of MOSASP.

## **Compliance**

MOSASP is required to verify compliance with the regulations. This is done by mailing utilization report forms and by making random unannounced compliance visits. During the compliance visits, we ask to see the property in use.

## **State Surplus Property**

In addition to the federal donation program, MOSASP operates the State surplus property program. This provides an opportunity for the same donees to obtain surplus property from the state agencies. State surplus property must be obtained for use by the eligible donees.

## **Fixed Price Vehicle Program**

Under the fixed price program, MOSASP purchases vehicles from the Federal Government. These vehicles are then resold to eligible donees. The vehicles are typically lower mileage and later model year than those found through the donation program. These vehicles must be obtained for use by the eligible donee.

## **Location**

Missouri State Agency for Surplus Property  
2846 Highway 179  
Jefferson City, MO 65102  
Phone: (573) 751-3415  
Toll Free: (888) 295-7796  
Fax: (573) 751-1264  
E-Mail: [leeann.braun@oa.mo.gov](mailto:leeann.braun@oa.mo.gov)

## INSTRUCTIONS FOR COMPLETING ELIGIBILITY FORMS

**Please complete all blanks requiring information. If you fail to do this, it will result in delays for establishing your eligibility. If you have questions or need assistance filling out the forms, do not hesitate to contact Brenda Kennedy at 573-751-3415 or 888-295-7796.**

1. The Chief Administrative Office or executive head must sign all forms. (i.e., mayor, presiding commissioner, superintendent, chairman/president of the Board, director, etc.)
2. Only one of the above officials should sign the eligibility forms. (All Forms must be signed by the same individual.)
3. All signatures must be original, not stamped.
4. On the Application for Eligibility, if you are a Public Agency complete sections I & II **only** and sign. If you are a non-profit organization complete sections I & III **only** and sign.
5. A geographic location must be documented in the street address section on the Donee Authorization form. Many donee mailing addresses are either post office boxes or rural routes. If this applies to your activity, please show a highway, street, or give general directions to the facility/location where property obtained from our agency will be kept. This information is required to satisfy federal accountability and compliance regulations.
6. On the Donee Authorization form list the names of the people who are authorized to come in and sign for property for your agency.
7. If you are applying as a non-profit organization, a copy of the IRS tax-exempt ruling must accompany the application. The ruling must have the **correct** name and address of the applicant organization. If it does not, a name/and or address correction should be requested from the Internal Revenue Service, EP/EO Divisions, P.O. Box 192, Covington, KY 41012-0192 (Tel. #877-829-5500). A copy of this correspondence may be included with the application packet, since confirmation by the IRS generally may not be received for a long period of time.
8. If you are licensed, accredited, certified, or have received approval for your health or educational activity, please provide current copies of the documentation. We are required to keep this information current at all times.
9. A narrative description of services provided is required by Federal regulations. For the non-profit agencies, a more detailed description is necessary. Include brochures, pamphlets, etc. Political subdivisions, such as cities, may include a brief summary of services such as police department, sewer, water, street, etc.
10. Mail your completed paperwork to:  
MO State Agency for Surplus Property  
PO Drawer 1310  
Jefferson City, MO 65102 or fax it to 573-751-1264



STATE OF MISSOURI  
 FEDERAL SURPLUS PROGRAM  
 2846 HIGHWAY 179  
 JEFFERSON CITY, MISSOURI 65109  
 SURPLUSMAIL@OA.MO.GOV

**WANT LIST**

|        |              |
|--------|--------------|
| AGENCY | CONTACT NAME |
|--------|--------------|

|       |           |
|-------|-----------|
| EMAIL | TELEPHONE |
|-------|-----------|

**WANT LIST**

If you are in need of a specific item, please check below and write a detailed description.

- |  |  |
|--|--|
| <input type="checkbox"/> Air / Generator         | <input type="checkbox"/> Heavy Equipment     |
| <input type="checkbox"/> Appliance               | <input type="checkbox"/> Household / Kitchen |
| <input type="checkbox"/> ATV / UTV               | <input type="checkbox"/> Medical             |
| <input type="checkbox"/> Building / Construction | <input type="checkbox"/> Music               |
| <input type="checkbox"/> Cabinets                | <input type="checkbox"/> Office              |
| <input type="checkbox"/> Camping / Outdoor       | <input type="checkbox"/> Police              |
| <input type="checkbox"/> Carts                   | <input type="checkbox"/> Recreation          |
| <input type="checkbox"/> Cleaning                | <input type="checkbox"/> Shelving            |
| <input type="checkbox"/> Clothing                | <input type="checkbox"/> Tires               |
| <input type="checkbox"/> Container               | <input type="checkbox"/> Tools               |
| <input type="checkbox"/> Electronics             | <input type="checkbox"/> Trailer             |
| <input type="checkbox"/> Emergency               | <input type="checkbox"/> Vehicle             |
| <input type="checkbox"/> Furniture               |  |

DESCRIPTION:





**TERMS AND CONDITIONS OF DISTRIBUTION DOCUMENT**

You AGREE to the following when signing your name to a Distribution Document/Invoice:

- To use the surplus property only in the official program that you represent.
- To use the surplus property for its intended purpose
- To put the surplus property into use within one year and to use it for at least one year
- To use certain items for eighteen months (18) or longer\*\*
- You will not sell the property, lend it, trade it, or tear it down for parts unless given prior permission
- You will not permanently remove the property for use outside the state
- You will not store property at a personal residence without prior written authorization
- To return property that is still under restriction but is no longer needed
- To pay the U.S. Government for the property if not used according to the terms and conditions specified on the distribution document.

In short, the surplus property must be used in an authorized program. Personal or non-use of surplus property is prohibited. Permission must be received before selling, trading or cannibalizing the property. Understand your obligations by reading the back of your Distribution Document/Invoice.

\*\*Property that has an original acquisition cost of \$5,000 or more and passenger motor vehicles regardless of acquisition cost are items that would fall under this restriction. Utilization reports will be mailed to you for completion every six months until the use requirement is met. Any authorized representative can complete this form if they have the necessary information. If you need assistance with these reports, contact our agency at (573) 751-3415 or toll free at (888) 295-7796.

**RETURN POLICY**

Property returned within 30 days from acquisition = Full Credit

Property returned between 30-60 days from acquisition = Half Credit

No credit will be given for property returned after 60 days

I agree to abide by the terms and conditions on the back of the distribution document and realize that failure to do so could render my organization ineligible to receive property.

|              |              |
|--------------|--------------|
| ORGANIZATION | SIGNATURE    |
| DATE         | PRINTED NAME |



STATE OF MISSOURI  
 OFFICE OF ADMINISTRATION  
 MISSOURI STATE AGENCY FOR SURPLUS PROPERTY  
**NONDISCRIMINATION ASSURANCE**

Assurance to be executed by authorized representative of donee activity prior to receiving donations of surplus personal property from the State Surplus Property Agency on and after October 17, 1977.

Assurance of Compliance with GSA Regulations 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 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 Rights Restoration Act of 1987.  
 (DONEE ORGANIZATION)

\_\_\_\_\_, hereinafter called the "donee," hereby 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 arrangement will 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. 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 Rehabilitation Act of 1973, as amended, Title XI 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, age or that no otherwise qualified handicapped person shall solely by reason fo 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 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 and the word "donee" as used herein includes any such successor in interest.

By signing below, I agree to the nondiscrimination assurance and certify that my representations are true and correct.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR LOWER TIER COVERED TRANSACTIONS MUST CHECK ONE BOX BELOW**

- The Applicant Organization certifies, by submission of this application, 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 agency.
- The Applicant Organization is unable to certify any of the statements in this certification and shall attach an explanation to this proposal.

|  |  |         |                  |
|--|--|---------|------------------|
| SIGNATURE OF CHIEF ADMINISTRATIVE OFFICER/EXECUTIVE HEAD |  | TITLE   | DATE             |
| NAME OF APPLICANT ORGANIZATION                           |  | ADDRESS | CITY, STATE, ZIP |



STATE OF MISSOURI  
 OFFICE OF ADMINISTRATION  
 MISSOURI STATE AGENCY FOR SURPLUS PROPERTY  
**APPLICATION FOR ELIGIBILITY**

**I.**

A. LEGAL NAME OF APPLICANT ORGANIZATION

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B. ADDRESS (STREET AND/OR P.O. BOX NUMBER)

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TELEPHONE

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C. HAS THE INSTITUTION BEEN APPROVED, ACCREDITED OR LICENSED? (ATTACH EVIDENCE)

YES  NO IF YES, BY WHAT AUTHORITY?

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D. NARRATIVE DESCRIPTION OF PROGRAM OR SERVICES OFFERED

(ATTACH)

**PUBLIC AGENCIES FILL OUT SECTION II AND SIGN.  
 NON-PROFIT INSTITUTIONS FILL OUT SECTION III AND SIGN.**

**II. PUBLIC TAX SUPPORTED AGENCY**

A. CHECK TYPE OF AGENCY

STATE GOVERNMENT       HEALTH       EDUCATION

CITY GOVERNMENT       COUNTY GOVERNMENT       OTHER \_\_\_\_\_

**III. NON-PROFIT INSTITUTION**

A. CHECK TYPE OF INSTITUTION

COLLEGE       CHILD CARE CENTER      HEALTH CENTER/CLINIC

SECONDARY SCHOOL       RADIO/TV STATION       PROVIDER OF ASSISTANCE TO THE NEEDY

ELEMENTARY SCHOOL       LIBRARY       PROVIDER OF ASSISTANCE TO THE HOMELESS

SCHOOL FOR HANDICAPPED       MUSEUM       OLDER AMERICAN ACT FUNDING

NURSING HOME       HOSPITAL       OTHER \_\_\_\_\_

B. HOW IS THE INSTITUTION FUNDED: (SHOW PERCENTAGES)

|  |                                  |                    |
|--|----------------------------------|--------------------|
| 1. TAX SUPPORTED (OTHER THAN BY GRANT) | 2. BY GRANT AND/OR CONTRIBUTIONS | 3. OTHER (SPECIFY) |
|--|----------------------------------|--------------------|

C. HAS THE INSTITUTION BEEN DETERMINED NON-PROFIT AND TAX-EXEMPT UNDER SECTION 501 OF THE U.S. INTERNAL REVENUE CODE?

YES (ATTACH IRS RULING LETTER)  NO

D. ARTICLES OF INCORPORATION AND BYLAWS

(ATTACH)

**CHIEF ADMINISTRATIVE OFFICER OR EXECUTIVE HEAD**

|      |           |       |
|------|-----------|-------|
| DATE | SIGNATURE | TITLE |
|------|-----------|-------|

**FOR STATE USE ONLY**

APPROVED

DISAPPROVED

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|                      |      |
|----------------------|------|
| SIGNATURE OF MANAGER | DATE |
|----------------------|------|



**CERTIFICATIONS AND AGREEMENTS  
(INCLUDING TERMS, CONDITIONS, RESERVATIONS, AND RESTRICTIONS)**

**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 1986; 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.

(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. 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 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.

**(5) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 41 CFR 105-68, 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.

**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 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 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 OR USE LIMITATIONS REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:**

(1) The property shall be used 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 designates a further period of restriction.

MO 300-1902 (8-19)

(3) In the event the property is not so used as required by (C)(1) and (2), and Federal restrictions (B)(1), (2) and (F) have expired, right to the possession of such property shall at the option of the State agency revert to the State of Missouri 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), (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). 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, 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 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, 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 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 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, 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 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.**