New Application Checklist

Program for Older Individuals

Form 201 – Application	Yes ☐ No ☐
Form 202 – Resolution	Yes ☐ No ☐
Form 203 – Non-Discrimination Certification	Yes ☐ No ☐
Debarment Form	Yes ☐ No ☐
Proof of Non-Profit Status - 501(c)(3) (If Applicable)	Yes ☐ No ☐
Articles of Incorporation	Yes ☐ No ☐
By-Laws	Yes ☐ No ☐
Certification Establishing that Applicant is Receiving Appropriated Funds for Operation of Older Individual Program. (See Below)	Yes ☐ No ☐
License or Evidence of Approval or Accreditation Issued by State or Local Government.	Yes ☐ No ☐
Complete Narrative, Which Includes Information on Facilities, Qualifications, and Status of Staff, Services Offered and Members Served.	Yes ☐ No ☐

Notes: _____

_____

_____

_____

Additional Information:

- Documented certification that the applicant receives appropriated Federal funds for the operation of a program for older individuals should be issued from the State agency designated to administer programs authorized under legislation in Section 214 of the Older Americans Act of 1965, as amended.
- The certification must include an expiration date.
- Eligibility is limited to the period covered by the certification. Certifications are generally issued on an annual basis; therefore, the provider must update annually or as required by the approval on their certification.

Reviewed by:	Date:
Approved: Yes ☐ No ☐	Expires:

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

STATE OF CALIFORNIA
NEW APPLICATION FOR ELIGIBILITY
STATE & FEDERAL SURPLUS PROPERTY PROGRAM

In completing this form please print or type information.

A. Name of Organization _____ Telephone _____

Address _____ City _____ County _____ Zip _____

E-Mail Address _____ Fax Number _____

1. Application is being made as a (please check one) (a) Public agency ☐ or (b) qualified nonprofit and tax-exempt organization ☐. Check all spaces that apply and provide all requested data.

B. **PUBLIC AGENCY**: Check either state ☐ or local ☐

_____ Conservation
_____ Economic Development
_____ Education
Grade Level _____
(Preschool, K-12, college)
Enrollment _____
No. of faculty _____
No. of days in school year _____
_____ Parks & Recreation
_____ Public Health
_____ Public Safety
_____ Two or more of above
_____ Other (specify) _____

NONPROFIT AGENCY OR ORGANIZATION:

_____ Education
_____ Grade Level _____
(Preschool, K-12, college)
_____ School for the mentally or physically handicapped
Enrollment _____
No. of faculty _____
No. of days in school year _____
No. of school sites _____
_____ Educational radio or television station
_____ Museum
_____ Library
_____ Medical institution
_____ Hospital
_____ Health center
_____ Clinic
_____ Other (specify) _____

1. Are the applicant's services available to the public at large? _____. If only a specified group of people is served, please indicate who comprises this group. _____

2. Checklist of signed and completed documents submitted with this application:

____ SASP Form No. 202 "Resolution," properly signed and approved by the Governing Board designating representatives, including their signatures, authorized to bind the applicant organization to service fees submitted by the State of California.
____ SASP Form No. 203, nondiscrimination compliance assurance.
____ Certification Regarding Debarment, Suspension, Ineligibility, & Voluntary Exclusion as required by the General Services Administration of the U.S. Government.
____ Other statements or documentation required, as may be specified.

Printed Name and Title of Administrator or Director: _____

Date: _____ Signature of Adminstrator or Director: _____

FOR STATE SURPLUS AGENCY USE ONLY

Application approved _____ Application disapproved _____

Comments or additional information: _____

Date: _____ Signed: _____

Donee Number: _____ Billing Code: _____

CERTIFICATIONS AND AGREEMENTS ONCLUDING TERMS, CONDITIONS, RESERVATIONS AND RESTRICTIONS) TO BE INCLUDED ON AGENCY ISSUE OR DISTRIBUTION DOCUMENT

A. The Donee Certifies That:

1. It is a public agency; or an approved non-profit 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 the regulations of the General Services Administration (GSA).
2. The property is needed and will be used by the recipient for carrying out for the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization or 8(a) business, the property is needed for and will be used by the recipient for educational or public health purposes, or for programs for older individuals, or for business purposes. The property is not 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 CSASP.
3. Funds are available to pay any and all costs and charges incidental to the receipt of surplus property, and that property is not being acquired for any other use(s) or purpose(s), is not for sale. The fee schedule is available upon request from the CSASP.
4. Any transaction shall be subject to the nondiscrimination regulations governing the donation of federal surplus personal property issued under Title VI of the Civil Rights Act of 1964 (41 USC 2000d-2000d-4a), as amended, section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, section 303 of the Age Discrimination Act of 1975, and the Civil Rights Restoration Act of 1987.
5. If the Donee is designated by the Federal Small Business Administration 8(a) Program as a socially and economically disadvantaged small business and the SBA and CSASP have both determined the Donee is eligible to receive federal surplus property as a donation, the Donee certifies that the property acquired is needed and will be used solely for the conduct of the Donee's business enterprise: and the Donee certifies to A. (3), (4) and (5),

B. The Donee Agrees to the Following Federal Conditions:

1. All items of property, other than items with a unit acquisition cost of $5000 or more and passenger motor vehicles, regardless of acquisition cost, shall be placed in use for the purpose(s) for which it was acquired within one year or receipt, and shall be placed in continuous use for one year from the date the property was placed in use. In the event the Donee does not placed the property in use, or continuous use, the Donee shall immediately notify the CSASP, and, at the Donee's expense, make the property available for transfer or other disposal as directed by the CSASP.
2. Special handling or use limitations as are imposed by Federal GSA on any item(s) under which the item(s) are being allocated to the Donee.
3. In the event the Donee does not use the property as required by *Sections C (1)* and *(2)* below, at the option of the GSA, title and right to the possession of such property shall 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 Applicable to Items with a Unit Acquisition Cost of $5,000 or More and Passenger Motor Vehicles, Regardless of Cost. Except Vessels 50 Feet or More in Length and Aircraft Regardless of Acquisition Cost:

1. The property shall be place in use within one year of receipt, and shall be used only for the purpose(s) for which it was 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 it is acquired for a period of 18 months from the date the property is placed in use, except for such item(s) of major equipment for which the CSASP designates a further period of restriction.
3. In the event the property is not so used as required by *Sections C (1)* and *(2)*, at the option of the CSASP, title and right to the possession of such property shall, at the option of the CSASP, revert to the State of California, and the Donee shall release such property to such person as the CSASP shall direct.

D. The Donee Agrees to the Following Terms, Reservations and Restrictions:

1. From the date it receives the property and throughout the time period(s) imposed by Sections B and C (as applicable) 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 of California, without the prior approval of GSA or the CSASP. The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when the GSA or the CSASP authorizes such action, shall be remitted promptly by the Donee to GSA or the CSASP, as applicable. If the Donee takes action in ignoring or disregarding the foregoing restrictions after the date the Donee received the property and before expiration of the time periods imposed by Sections C or D as applicable, at the option of the GSA or the CSASP, the Donee shall pay to the GSA or the CSASP any proceeds derived from the disposal, and/or the fair market or rental value of the property at the time of such unauthorized disposal as determined by the GSA or the CSASP as applicable.
2. If at any time, from the date the Donee receives the property throughout the time periods by Sections B and C as applicable, the Donee determines that some or all of the property is no longer suitable, usable, or further needed for the purpose(s) for which it was acquired, the Donee shall promptly notify the CSASP and shall, as directed by the CSASP, return the property to the CSASP, or release the property to another Donee or another state agency, or a department or agency of the United States, or sell or otherwise dispose of the property. The Donee shall remit the proceeds from the sale promptly to the CSASP.
3. The Donee shall make reports to the CSASP which shall state the use, condition, and location of the property, and shall report on other pertinent matters as may be required from time to time by the CSASP.
4. At the option of the CSASP, the Donee may abrogate the conditions set forth in Section B and the terms, reservations and restrictions pertaining in Section D by payment of an amount as determined by the CSASP.

E. The Donee Agrees to the Following Conditions, Applicable to all Items of Property:

1. The property acquired by the Donee is on an "As Is," "where is" basis, without warranty of any kind.
2. If the Donee carries insurance against damages to or loss of property due because of fire or other hazards, and the damage to, loss or destruction to donated property with unexpired terms, conditions, reservations or restrictions, occurs, the CSASP will be entitled to reimbursement from the Donee out of the insurance proceeds, in an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated property.

F. Terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document executed by the authorized Donee representative are applicable to the donation of Aircraft and Vessels of 50 Feet or more in length having an acquisition cost of $5,000 or more in length or more, regardless of the purpose for which acquired.

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

SASP Form No. 202 (01-2011)

RESOLUTION

"BE IT RESOLVED by the Governing Board, and hereby ordered that the offical(s) and/or employee(s) whose name(s), title(s), and signature(s) are listed below shall be and is (are) hereby authorized as our representative(s) to acquire surplus property through the auspices of the California State Agency for Surplus Property and accept responsibility for payment of incidental fees by the surplus property agency under the Terms and Conditions accompanying this form or listed on the reverse side of this form."

	NAME (Print or Type)	TITLE	SIGNATURE*	E-MAIL ADDRESS
A.				

***Note: All signatures must be in original form. No copied or stamped signatures**

B. The above resolution was PASSED AND ADOPTED this _____ day of _____ ,20 ____ , by the Governing Board of the:

_____ by the following vote: AYES: _____ ; NOES: ____ ; ABSENT:_____
Agency Name

I, _____ Clerk of the Governing Board known as _____

Do hereby certify that the foregoing is a full, true and correct resolution adopted by the governing board of the below named organization at the meeting thereof held at its regular place of meeting on this date and by the vote above stated, a copy of said resolution is on file in the principap office of the Governing Board.

Signed by: _____

_____
Name of Organization

_____
Mailling Address

_____ / _____ / _____
City Zip Code County

NOTE: ALL LOCAL GOVERNMENT & NON-PROFIT INCORPORATED ORGANIZATIONS HAVE A GOVERNING BOARD, THEREFORE COMPLETE ONLY SECTIONS "A" & "B". THE FOLLOWING SECTION "C" IS FOR STATE AGENCIES ONLY

C. AUTHORIZED this _____ day of _____ 20 _____ , by: _____
Signature of Administrative Officer

_____ / _____
Printed Name of Chief Administrative Officer Title

_____ / _____
Organization Name Street Address

_____ / _____ / _____
City ZIP Code County

STATE OF CALIFORNIA AGENCIES ARE REQUIRED TO PROVIDE THEIR STATE BILLING CODE: _____

Office of Surplus Property
OSP Form No. 203
(3-82)

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

_____, (hereinafter called the "donee"),
(Name of donee organization)

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 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 measures 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.

Date _____ _____
Donee Organization

BY _____
(President/Chairman of the Board
or comparable authorized official)

_____

_____

_____
Donee Mailing Address

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the 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 this proposal, the prospective lower tier participant is providing the certification set out below.

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 "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of rule 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 "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction my rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under CFR part 9, subpart 9.4, debarred, suspended, in eligible, 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 Nonprocurement 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 or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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 participant shall attach an explanation to this proposal.

NAME OF DONEE APPLICANT

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE DATE