



# Oregon

Theodore R. Kulongoski, Governor

Department of Administrative Services  
**STATE SERVICES DIVISION**  
**State & Federal Surplus Property**  
1655 Industrial Drive N.E.  
Salem, Oregon 97303-4238  
Phone (503)378-6020  
FAX (503)378-8558

## Change of Donee Authorized Representatives

\*\*\*\*\*Return entire packet to:

**FEDERAL SURPLUS PROPERTY**  
**1655 Salem Industrial Dr. NE**  
**Salem, OR 97301**

Attn: Karen Haston, [Karen.haston@state.or.us](mailto:Karen.haston@state.or.us) , 503-378-6049

\_\_\_\_\_  
Full Legal Name of Organization

\_\_\_\_\_  
Street Address (REQUIRED)

\_\_\_\_\_  
Mailing Address (If different from street address)

\_\_\_\_\_  
County                                      (     )                                      (     )  
Telephone Number                                      Fax Number

\_\_\_\_\_  
Federal Tax ID or Employer ID Number

\_\_\_\_\_  
E-mail address

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### Federal Property Certifications and Agreements

**(Includes Terms, Conditions, Reservations and Restrictions cited in State Agency Invoices and Distribution Documents for Federal Surplus Property)**

**(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 (GSA).
- (2) If a public agency, the donee needs and will use the property to carry out or promote activities for the residents of a given political area for one or more public purposes. If a nonprofit, tax-exempt institution or organization, the donee needs and will use the property for educational or public health purposes, including research for any such purpose, or for programs for older individuals. The donee will not acquire the property 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) The donee has funds available to pay all costs and charges incident to donation.

- (4) This transaction is 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, Section 303 of the Age Discrimination Act of 1975, and Civil Rights Restoration Act of 1987.

**(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 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 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) Adhere to any special handling or use limitations imposed by GSA on any item of property.
- (3) In the event the donee does not use or handle the property as required by (B)(1) and (2), title and right to the possession of the property shall, at the option of GSA, revert to the United States of America, and, upon demand, the donee shall release such property to the property to GSA or its designee as directed.

**(C) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5000 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 donee will use the property only for the purpose(s) acquired and for no other purpose(s).
- (2) The donee will comply with a period of restriction which will expire after the donee uses the property for 18 Months for the purpose the donee acquired the items. See below for further restrictions on certain types of major equipment, aircraft and vessels.
- (3) If a donee fails to meet the requirements of (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 Oregon and donee shall release such property as the Oregon Surplus Property Program shall directs.

**(D) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS AND RESTRICTIONS:**

- (1) The donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, dispose or remove property permanently for use outside the State without the prior approval of GSA or the Oregon Surplus Property Program while the property is under a restriction period. When authorized by GSA or by the Oregon Surplus Property Program, the donee will remit any proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property.
- (2) At the option of GSA or the State Agency, the donee will pay to GSA or the State Agency any proceeds of the disposal or the fair market value or the fair rental value of the property for any property 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 restriction.
- (3) The donee shall promptly notify the State Agency of any property under a period of restriction that is no longer suitable or needed and will follow Oregon Surplus Property Program direction to return the property, 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 donee will remit proceeds from any sale promptly to the Oregon Surplus Property Program.
- (4) The donee shall make reports to the State Agency on the use, condition and location of the property under restriction and on other pertinent matters as required 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.
- (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 Oregon Surplus Property Program is 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) WITH AN ACQUISITION COST OF \$5000 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 is 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.

### **State Only Eligibility Certifications and Agreements**

The Donee certifies that:

1. It is a non-profit organization, exempt from taxation under section 501 of the Internal Revenue Code of 1954 registered with the Oregon Attorney General's Office.
2. The donee will use the property to provide beneficial services to some or all of the people of Oregon and not for any other use or purpose, or for sale or other distribution, or for permanent sale outside the state, except with prior written approval of the State Surplus Manager.
3. The donee has funds available and will promptly pay all costs and charges related to transfer of property.

The donee agrees to the following conditions:

1. The donee will use all property acquired for at least 6 months.
2. The donee will use the property *only* for the reason(s) acquired.
3. The donee will return property not used as required to the State of Oregon.
4. If requested by the Surplus Property Program, the donee will report on the use, condition and location of the property it received during the 60-day restriction period.
5. State Surplus will release interest on any titled vehicle only after receipt of full payment.
6. Promptly pay Surplus Property service and handling fees.

### **Federal and State Eligibility Property Return Policy**

**PROPERTY ACQUIRED THROUGH THIS PROGRAM IS ON AN "AS IS – WHERE IS" BASIS.  
THERE IS NO WARRANTY OR GUARANTEE OF ANY KIND.**

This policy applies to federal surplus property acquired from the federal surplus program warehouse. This policy applies to property acquired through the State Surplus Property Program.

The Surplus Program will only refund service charges reflected on the original issue and invoice document and will not reimburse any cost associated with return of property to the federal surplus program warehouse.

Federal regulations require a donee use property, for the reason the donee originally obtained the item, within one year of the date on the issue and invoice document. Because of possible extenuating circumstances, Surplus established the return policy below:

1. Full credit of the service charge if a donee returns property to our agency within 30 days of the date on the issue and invoice document.
2. A 50% credit of the service charge if donee returns property between 30 and 60 days of the date on the issue and invoice document.
3. No credit for property returned after 60 days of the date on the issue and invoice document

In all cases, return of federal surplus property requires approval from the Surplus Property Manager. Surplus inspects all returned property and any credit requires the property returns to the program in good condition.

Surplus credits returns to the account of the donee organization and will not give any cash refunds.

If you have any questions about this policy, please call the Surplus Property Manager at 503-378-6057.

Name of Organization: \_\_\_\_\_

The duly authorized official of the donee designates the following individuals to acquire surplus property, obligate necessary funds for this purpose, and execute distribution documents. The undersigned agree to all terms laws, rules, conditions, reservations, and restrictions that apply to property obtained through the agency and certifies they have read, understand, and agree to all the information provided in the change of authorized representatives' form.

Add New Signers

Delete Previous Signers?

PRINTED NAME

TITLE

SIGNATURE

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official for Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title