



State of Louisiana
Division of Administration
Louisiana Property Assistance Agency

In accordance with Louisiana Revised Statute 39:330 the order of preference in the acquisition of surplus state property authorized for disposition shall be given to:

- First:** State agencies
- Second:** Political subdivisions of the State of Louisiana; other governmental agencies; private elementary, secondary, or proprietary schools; independent colleges or universities
- Third:** Charitable, educational, or religious organizations

All second and third preference agencies/organizations requesting approval to purchase surplus state property must complete, sign, and return to this agency, a Surplus State Property Purchase Agreement and Certification form. This form must be accompanied by a written request on their agency's letterhead, approved by the chief administrator, and include the following:

Second

Preference: All schools, if not listed in the LA School Directory, must submit a copy of their certificate of approval by the State Board of Elementary and Secondary Education.

All independent colleges, universities and proprietary schools must submit a copy of their most recent accreditation.

Third

Preference: Delegation of authority or board resolution empowering a named individual(s) to contract and make purchase on behalf of the agency/organization. Subsequent revisions must be submitted in writing.

Current charter, Articles of Incorporation, by-laws, or partnership documents

Mission statement, Narrative w/Services, Persons Served, Facilities, etc.

Other documentation, if not included in the above, which characterizes the agency or organization as charitable, educational, or religious in nature.

A current 501.c.3 tax exemption form from the IRS.

Please forward the above listed information along with the purchase agreement to the LPAA Compliance Section, at Post Office Box 94095, Baton Rouge, LA 70804-9095. After review, applicant will be notified. If additional assistance is necessary, please feel free to contact this office at (225) 342-6853; FAX (225) 342-6891.

- A. The purchaser certifies that:
1. It is an eligible agency, institution, or organization for the purchase of state surplus property under the provisions of Title 39:330 of Louisiana Revised Statutes.
 2. Funds are available to pay all costs and charges pertaining to this purchase.
- B. The purchaser agrees to the following conditions of purchase as contained in the Louisiana State Property Control Regulations:
1. All items of property shall be placed in use within the agency, institution, or organization within 90 days of purchase and shall continue being used by said agency, institution, or organization for 18 months from the date of receipt of the property. In the event the property is not placed in use or discontinued in use, the purchaser shall immediately notify Louisiana Property Assistance Agency (LPAA) and at the purchaser's expense, return such property to LPAA, forfeiting the purchase price of said property.
 2. In cases where the provisions of B-1 (listed above) become impossible or undesirable by reason of exceptional circumstances, the purchasing entity shall submit a written request to the director of LPAA for approval of disposal.
- C. The purchaser agrees to the following terms, reservations, and restrictions:
1. From the date the property is received and through the period of time imposed by B-1 (stated above), the purchaser shall not sell, trade, lend, bail, cannibalize, encumber, or otherwise dispose of such property. This includes removing it permanently for use outside the State of Louisiana without the prior approval of LPAA under section B-2. After authorization, the proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the property shall be remitted promptly by the purchaser to LPAA.
 2. In the event the purchased property is disposed of by any method described in C-1 during the time period(s) imposed by B-1, without the prior approval of LPAA, the purchaser shall pay to LPAA the proceeds of the disposal or the fair market value of the property as determined by LPAA.
 3. If any of the property should become unsuitable, unusable, or is no longer needed by the purchaser during the imposed term stated in B-1, LPAA shall be promptly notified. The purchaser shall only dispose of the property as directed by LPAA. The proceeds from any such approved sale shall be remitted promptly by the purchaser to LPAA.
 4. Upon request by LPAA, the purchaser shall make available for viewing any property that fits the criteria of B-1, including any records and documentation that supports adherence to compliance guidelines.
- D. This purchaser agrees to the following conditions, applicable to all items of property purchased:
1. The property acquired by the purchaser is sold "as is, where is", without warranty of any kind.
 2. In cases of loss or damage to property due to fire or other hazards within the compliance period, LPAA will be entitled to reimbursement of the purchase price of the property.

- E. The purchaser agrees to the following terms and conditions imposed by LPAA applicable to items purchased from said agency:
1. Purchasers shall maintain accurate inventory control of all non-consumable items for the entire compliance period and shall produce those items for inspection by LPAA compliance officers upon request.
 2. Purchasers agree to pay the service charge by the following methods:

Preference Buyer Category

First: Agency will be invoiced and payment must be forwarded within 30 days of the date of the invoice.

Second: Organization will be invoiced and payment must be by a governmental or school check within 30 days of the date of the invoice. Personal checks will not be accepted.

Third: Organization will pay at the time of purchase and payment shall be by a **certified check** drawn on the organization's account, or the organization's check with a **bank letter of guarantee** no older than 5 business days prior to the date of purchase.
- F. The purchaser agrees to the following penalties as a condition to participate in the purchase of surplus property from the state of Louisiana.
1. Suspension from participation in direct purchase of state surplus property for falsification of any information in the request for certification for direct purchase of state surplus property.
 2. Suspension from participation in the direct purchase of state surplus property for any failure to comply with Section B of this agreement.
 3. Suspension from participation in direct purchase of state surplus property when notification is received that purchasers account is over 90 days past due until the account is paid in full.
 4. Failure of the purchaser to comply with the requirements of section C will result in the matter being turned over to the Attorney General for prosecution.

DEFINITIONS

“EDUCATIONAL ORGANIZATION” means an organization authorized and doing business in the State of Louisiana with its primary purpose being the imparting of knowledge or skill through systematic instruction by the teaching of structured courses at regularly scheduled intervals.

“CHARITABLE ORGANIZATION” means an organization authorized and doing business in the State of Louisiana with its primary purpose being the providing of help and assistance to the needy by providing direct assistance or indirect assistance through an institution, organization, or fund established to help the needy. Said organization must have and maintain an IRS Section 501 status. (501.c.3)

“RELIGIOUS ORGANIZATION” means an organization authorized and doing business in the State of Louisiana with its primary purpose pertaining to or teaching a generally accepted and practiced religion within the State.

**STATE OF LOUISIANA - SURPLUS PROPERTY
PURCHASE AGREEMENT AND CERTIFICATION**

New

Update

I declare and state that I have read and understand the rules and regulations governing the purchase of surplus property as set forth in the Louisiana State Property Control Regulations under the provisions of Title 39:330 of the Louisiana Revised Statutes of 1950.

DATE: _____ EIN: _____

PURCHASING AGENCY, INSTITUTION, OR ORGANIZATION:

MAILING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHYSICAL ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: (_____) _____ FAX: (_____) _____

The following person(s) are authorized to purchase state surplus property:

1. NAME: _____
STREET: _____
CITY, STATE, ZIP: _____
EMAIL ADDRESS: _____
DRIVER'S LICENSE #: _____

2. NAME: _____
STREET: _____
CITY, STATE, ZIP: _____
EMAIL ADDRESS: _____
DRIVER'S LICENSE #: _____

3. NAME: _____
STREET: _____
CITY, STATE, ZIP: _____
EMAIL ADDRESS: _____
DRIVER'S LICENSE #: _____

4. NAME: _____
STREET: _____
CITY, STATE, ZIP: _____
EMAIL ADDRESS: _____
DRIVER'S LICENSE #: _____

5. NAME: _____
STREET: _____
CITY, STATE, ZIP: _____
EMAIL ADDRESS: _____
DRIVER'S LICENSE #: _____

Should there be any changes in the authorized buyer's list, please send this agency the updated information.

DATE: _____

SIGNED: _____
AGENCY HEAD / PRESIDENT / CHAIRMAN OR COMPARABLE AUTHORIZED OFFICIAL