

Louisiana Property Assistance Agency

State of Louisiana

Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

Louisiana Property Assistance Agency (LPAA) Preference Buyer Agreement

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, housing authorities or independent colleges or universities; and
- Third:** Charitable, educational, or religious organizations (see page 2. A-1 and page 3)

All second and third preference agencies, organizations or institutions requesting approval to purchase surplus state property through LPAA's Preference Buyer (PB) Program must complete and return to LPAA a signed, PB Agreement and Certification form. These forms must be accompanied by a written request on their agency's letterhead, approved by the chief administrator, and include the following additional application documents:

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 (BESE).

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. The purchaser agrees to the following terms, reservations, and restrictions by signing this Agreement:

1. If the Organization, by the definition on page 3, is Third Preference, LPAA interprets the definition of **charitable, educational, or religious organization** to mean "the recipients pay **no compensation** for the services offered or received by the Third PB Organization."

Louisiana Property Assistance Agency (LPAA)
Preference Buyer Agreement

2. From the date the property is purchased and for the compliance period of 18 months from the date of invoice, 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 the LPAA Director. If authorization is granted, 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.
3. In the event the purchased property is disposed of by any method described in A-2 during the compliance period imposed by A-2, 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.
4. If any of the property should become unsuitable, unusable, or is no longer needed by the purchaser during compliance period the imposed by A-2, LPAA shall be promptly notified. The purchaser shall only dispose of the property as directed by LPAA. The proceeds from any such approved disposal method shall be remitted promptly by the purchaser to LPAA.
5. Purchasers shall maintain an accurate inventory of all non-consumable items for the entire compliance period imposed by A-2 and shall produce those items for viewing by LPAA compliance officers upon request per the PB Certification.
6. If applicable, the entity is in good standing with the Louisiana Secretary of State.
7. Approved PBs agree to pay the purchase price by the following methods:

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 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.

8. If a PB account is left inactive for 36 consecutive months it will be deactivated. Once deactivated all forms must be provided and site visits performed, if applicable, to reactivate the account.

B. The purchaser agrees to the following conditions, applicable to all items of property purchased through LPAA:

1. The property acquired by the purchaser is sold "as is, where is", without warranty of any kind.
2. Property that requires a title must be titled and/or registered, and a copy sent to LPAA Compliance within 30 days from the date of the invoice to the address in the mailing section on page 3.
3. If the property purchased is a vehicle by a Second or Third PB, a mileage log must be kept during the compliance period containing the following:

Louisiana Property Assistance Agency (LPAA)
Preference Buyer Agreement

- date;
 - beginning mileage;
 - ending mileage; and
 - the reason for use within the entity's mission.
4. 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.
 5. Property must be used in Louisiana for the benefit of the citizens of Louisiana unless prior written authorization is provided by the LPAA Director.
- C. The purchaser agrees to the following penalties as a condition to participation in the Program.
1. Suspension from participation in the Program for falsification of any information in the PB Agreement, the PB Certification, or any application documents.
 2. Suspension from participation in the Program when notification is received that purchasers account is over 90 days past due until the account is paid in full.
 3. Suspension from participation in the Program for failure to comply with section A-2 of this agreement and may be required to remit the proceeds from the sale of the property to the State.
 4. Suspension from participation in the Program for any failure to comply with any portion of sections A & B of this agreement. Failure of the purchaser to comply with the requirements of sections A & B of this document and/or the PB Certification may result the purchaser returning property and forfeiting the purchase price. In addition, the matter may be turned over to the Attorney General for prosecution.

MAILING INSTRUCTIONS

**Please forward the signed PB Agreement, Certification, and Additional Application Documents to:
LPAA Compliance Section
Post Office Box 94095
Baton Rouge, LA 70804-9095
After review, the applicant will be notified. If additional assistance is necessary, please feel free to contact this office at (225) 342-6853; FAX (225) 342-6891.**

THIRD PREFERENCE 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 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.

Louisiana Property Assistance Agency (LPAA)
Preference Buyer Agreement

Circle: **New or Update**

ACCOUNT NO. _____

By signing this document, I **certify** that I have read and understand the rules and regulations **in the preceding three pages** 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.

APPLICATION DATE: _____ EIN: _____

NAME: 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 on behalf of the entity named above for use at that entity in accordance with this agreement to which I have certified.

1. PRIMARY'S NAME: _____
STREET: _____
CITY, STATE, ZIP: _____
EMAIL ADDRESS: _____
DRIVER'S LICENSE #: _____ PERSONAL PHONE: (_____) _____

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

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

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

DATE: _____ SIGNED: _____
AGENCY HEAD / PRESIDENT / CHAIRMAN OR OMPARABLE AUTHORIZED OFFICIAL