

Gallup McKinley County Schools

640 S Boardman, Gallup, NM 87301 Phone: 505-721-1000

Organization:		Physical Mail Address (Street	Address, City, State and Zip No Post Office Box!):	
Primary Contact:	Title:		Taxpayer/Employer Identification Number (TIN/EIN):	
Phone w/Area Code:	Email:			
Please choose only <u>ONE</u> among the following	lowing (Public A	Agency, Nonprofit Organizatio	n) which <u>BEST</u> describes your entity:	
□ Conservation □ Economic Development □ Public Education D □ Public Health D		□ Nonprofit Organization ** Purpose of your nonprofit: □ Medical Institution B □ Hospital B □ Clinic B □ Health Center B □ Outpatient Facility B □ Provider of Assistance to Homeless A □ Provider of Assistance to Impoverished A □ School, College or University B □ School for Persons with Disabilities B □ Educational Institution B □ Child Care Center B □ Preschool B		
regional, state, or national board); or <u>appu</u> C Must provide evidence of public funding ar D Public health and educational "institutions' <u>accreditation</u> (approved by a recognized Education, or other appropriate authority).	ruling. State tax expessed) must provide rtifying that those representation or approval (recognition and/or legislative aumust provide evice regional, state or incomplete.	xempt forms are <u>not</u> acceptable. de financial information basic budg eceiving services are <u>primarily</u> hon proval by appropriate State or local and approval by State Department of thority; and must provide evidence of either <u>licensing</u> (recognitional board); or <u>approval</u> (recognitional board);	neless or impoverished. authority; <u>accreditation</u> (approved by a recognized of Health or Education; or other appropriate authority).	
Individuals listed on prior applications will entering state or federal facilities. Those v	be deleted. A va vho sign below re	lid driver's license or state issue epresent that they have read an	to sign for the release of property on its behalf. ed photo identification may be required prior to d understand all information contained in this s, certifications, assurances and statements.	
Printed Name	Title		Phone Number (Include Area Code)	
Email Address	Date (MM/I	DD/YYYY)	Signature	
Printed Name	Title		Phone Number (Include Area Code)	
Email Address	Date (MM/DD/YYYY)		Signature	

Certification & Agreement Statement (Including 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 1954 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 property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area and 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 Gallup McKinley County Schools.
- (3) Funds are available to pay all costs and charges incident to donation, including but not limited to removal, transportation or shipping fees, repairs, costs relating to making a donated item serviceable.

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

- (1) From the date it receives the property listed hereon and through the period of one year (12 months), 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 GMCS. The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when such action is authorized by GMCS, shall be remitted promptly by the donee to GMCS.
- (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 of one year (12 months), without prior approval, the donee, at the option of GMCS shall pay to GMCS, the proceeds of the disposed or for the fair market value or the fair rental value of the property at the time of such disposal, as determined by GMCS.
- (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 GMCS.
- (4) The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind, and the GMCS will be held harmless from any or all debts, liabilities, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- (1) The prospective primary participant 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 covered transactions by any government department or agency;
 - (b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local)transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by Governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, state, or local) terminated for cause of default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall draw a line through the statement(s) above- (1)(a), (1)(b), (1)(c), (1)(d) for which the prospective applicant <u>cannot</u> certify and attach a detailed explanation to this form.

Description of Donated Property:		

My signature below represents that I have read and understand all of the information contained in this form.

My signature below represents that I have accurately completed this form to the best of my ability and that my agency, organization, business and representatives will abide by the aforementioned agreements, certifications, assurances and statements.

Print Name Signature Date