

17. **EQUIPMENT, UTILITIES AND SERVICES.** Unless otherwise specified herein, the Lessor shall furnish suitable flag staff, proper post office sign and a ten-pound multi-purpose fire extinguisher for all class fires, as well as other equipment as may be specified. He shall keep all such furnished items in good condition, except that the Postal Service shall be responsible for re-charging and shell pressure testing the fire extinguisher with the Lessor remaining responsible for repair and replacement.
18. **SUBLEASE.** The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.
19. **LESSOR OBLIGATIONS.** The Lessor's obligations in regard to the services provided in the Short Form Lease are further defined as follows:
- (a) If fuel is furnished—Lessor shall furnish heating system of sufficient size and capacity to provide uniform temperature in all portions of the demised premises in accordance with contractual requirements, and if not specifically specified in the contractual requirements, to furnish a heating system of sufficient size and capacity to provide uniform temperature of 65 degrees F. in all portions of the demised premises, together with all fuel and filters required for proper operation of the system during the continuance of the lease.
 - (b) If heat is furnished—Lessor agrees to maintain uniform heating temperature in all portions of the demised premises in accordance with contractual requirements during the continuance of the lease, and to furnish necessary filters. Unless otherwise specified in the contractual requirements, uniform heating temperature of 65 degrees F. shall be provided in all portions of the demised premises during the continuance of the lease.
 - (c) If neither fuel nor heat is furnished—Lessor shall furnish heating system of sufficient size and capacity to provide uniform temperature in all portions of the demised premises in accordance with contractual requirements, and if not specifically specified in the contractual requirements, to furnish a heating system of sufficient size and capacity to provide uniform temperature of 65 degrees F. in all portions of the demised premises, together with all filters required for proper operation of the system during the continuance of the lease.
 - (d) If light is furnished—Lessor agrees to provide and install light fixtures in accordance with contractual requirements and during the continuance of the lease shall provide and install all needed replacement parts including, but not limited to, necessary fluorescent tubes and incandescent lamps, as well as paying all lighting bills.
 - (e) If light is not furnished and fluorescent lights are used—Lessor agrees to provide and install light fixtures in accordance with contractual requirements and to provide and replace during the continuance of the lease all replacement ballasts as needed.
 - (f) If power is furnished—Lessor agrees to furnish and pay for all power during continuance of the lease.
 - (g) If water is furnished—Lessor agrees to furnish and pay for all water during continuance of the lease.
 - (h) If sewerage service is furnished—Lessor agrees to furnish and pay for sewerage service during continuance of the lease.
- (i) If air conditioning equipment is furnished—Lessor agrees to furnish air conditioning equipment in accordance with contractual requirements, servicing of said equipment, including, but not limited to, the replacement of necessary refrigerant and filters as required for proper operation of the equipment.
 - (j) If air conditioning is furnished—Lessor agrees to furnish air conditioning equipment in accordance with contractual requirements, servicing of said equipment, including, but not limited to, the replacement of necessary filters and refrigerant as required for proper operation of the equipment, together with power, water and other services for its operation.
20. **PAYMENT FOR LABOR AND MATERIAL.** If the Successful bidder is required to furnish a Labor and Material Payment Bond, Form 7414-E, in connection with this Lease, he agrees to post at the job site in a prominent place, a photostat or certified copy of Form 7414-E, where it can easily be seen by all persons who have furnished, or have been requested to furnish labor, material, or both, used or reasonably required for use in the performance of this Lease.
21. **CLEAN AIR AND WATER (JULY 1975)** *(Applicable only if (i) offer exceeds \$100,000, or (ii) the offer is for an indefinite quantity and it indicates that orders for estimated quantities will exceed \$100,000 in any year, or (iii) a facility to be used is listed on the EPA List of Violating Facilities due to a criminal conviction, or (iv) the contract is not otherwise exempt.)*
The Contractor agrees as follows:
- (a) To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, as amended by Public Law 92-500), respectively, and all regulations and guidelines issued thereunder.
 - (b) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency (EPA) List of Violating Facilities on the date when this contract was awarded, unless and until the EPA removes the name of such facility from such listing.
 - (c) To notify promptly the Contracting Officer of receipt of any communication from the EPA indicating that any facility proposed for or in use under this contract is under consideration to be listed on the EPA List of Violating Facilities.
 - (d) To insert the substance (i) of any Clean Air and Water Certification contained in this solicitation and (ii) of the provisions of this clause into every nonexempt subcontract, including this paragraph, and to take such steps as the Postal Service may direct as a means of enforcing these provisions.
 - (e) That in the event the Contractor fails to comply with all the above requirements, his right to perform may be canceled, terminated for default, or suspended for such failure, in whole or in part.
- (Environmental Protection Agency regulations implementing the provisions for listing prescribed by the referenced statutes may be found at 40 CFR Part 15.)



REPRESENTATIONS AND CERTIFICATIONS

3977

Page	1	of	2
USPS Solicitation No.			
Bly, Klamath, OR			
Date of Offer			

NAME & ADDRESS
OF OFFEROR

(No., Street, City, State & ZIP Code)

Herbert L. Hadley and Vernetia M. Hadley
P. O. Box 333, Bly, OR 97622*The offeror makes the following representations & certifications as a part of the offer identified above.*

INSTRUCTIONS

*(Check and complete all applicable boxes or blocks. The term 'offer' means bid where the procurement is advertised, and proposal where the procurement is negotiated.)**NOTE. - Offers must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.*

1.

TYPE OF
ORGANIZATIONHe operates as an ☐ individual, ☐ partnership, ☐ joint venture, ☐ corporation, ☐ a nonprofit organization incorporated in the State of _____.

2.

REGULAR
DEALER/
MANUFACTURER*(Check only for supply contracts where the offer exceeds \$10,000.)*He is a ☐ regular dealer in, ☐ manufacturer of, the supplies offered.

3.

PARENT
COMPANY
&
EMPLOYER
ID NUMBER*(A parent company is defined as one which either owns or controls the activities and basic business policies of the offeror. To own another company means the parent company owns more than 50% of the voting rights in that company. To control another company, ownership is not required; the parent company formulates, determines, or vetoes basic business policy decisions of that company.) This control may be exercised through the use of dominant minority voting right, use of proxy voting, contractual arrangements or otherwise.*Is the offeror owned or controlled by a parent company? ☐ Yes ☐ No

If the answer is 'Yes', the offeror must complete parts a, b, & c. If the answer is 'No' complete only part d.

(The Employer's Identification Number (I.D. #) is defined as the Federal Social Security No. used on Employer's Quarterly Federal Tax Return, US Treasury Form 941.)

a) Name of Parent Company

b) Main Office Address of Parent Co. (No., Street, City, State & ZIP Code)

c) Parent Co. ID No.

d) Offeror's ID No.

4.

BUY AMERICAN
CERTIFICATE

The offeror hereby certifies that each end product, except any end products he has listed below, is a domestic source end product (as defined, in the clause entitled "Buy American Act") and that components of unknown origin have been considered to have been mined, produced or manufactured outside the United States.

Excluded End Products

Country of Origin

5.

EQUAL
OPPORTUNITY*(Check only if offer exceeds \$10,000 in amount.)*He ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause herein, the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; he ☐ has, ☐ has not, filed all required compliance reports; and representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. *(The above representation need not be submitted in connection with contracts which are exempt from the Equal Opportunity clause.)*

6.

EQUAL
OPPORTUNITY
AFFIRMATIVE
ACTION
PROGRAM*(Check only if offer exceeds \$50,000 and offeror has 50 employees or more.)*The offeror represents that (a) he ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) he ☐ has not previously had contracts subject to the written affirmation action program requirement of the rules and regulations of the Secretary of Labor.*(The above representation need not be submitted in connection with contracts which are exempt from the Equal Opportunity clause.)*

3978

<p>7.</p> <p>CONTINGENT FEE</p>	<p>(a) He <input type="checkbox"/> has, <input type="checkbox"/> has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, and (b) he <input type="checkbox"/> has, <input type="checkbox"/> has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract. If the offeror responds in the affirmative, he shall furnish, in duplicate, a completed Form 7319, <i>Contractor's Statement of Contingent or Other Fees</i>, and any other information as may be requested by the Contracting Officer. If offeror has previously furnished a completed Form 7319 to the office issuing this solicitation, he may accompany his offer with a signed statement (a) indicating when such completed form was previously furnished, (b) identifying by number the previous solicitation or contract, if any, in connection with which such form was submitted, and (c) representing that the statement in such form is applicable to this offer. (For interpretation of the representation, including the term "bona fide employee," see <i>Postal Contracting Manual</i>, subparagraph 1-504.3.)</p>
<p>8.</p> <p>CLEAN AIR & WATER CERTIFICATION</p>	<p>(Applicable only if (i) the offer exceeds \$100,000, or (ii) the offer is for an indefinite quantity and it indicates that orders for estimated quantities will exceed \$100,000 in any year, or (iii) a facility to be used is listed on the EPA List of Violating Facilities due to a criminal conviction, or (iv) the contract is not otherwise exempt.)</p> <p>The offeror (a) certifies that any facility to be utilized in the performance of this proposed contract <input type="checkbox"/> is, <input type="checkbox"/> is not, listed on the Environmental Protection Agency List of Violating Facilities as of the date of this offer, and (b) agrees to notify the Contracting Officer promptly if any communication is received from the Environmental Protection Agency prior to contract award indicating that any such facility is under consideration for inclusion on the List.</p>
<p>9.</p> <p>INDEPENDENT PRICE DETERMINATION</p>	<p>(a) By submission of this offer, each offeror certifies, and in the case of a joint offer, each party thereto certifies as to his own organization, that in connection with this procurement:</p> <p>(1) The prices of this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;</p> <p>(2) Unless otherwise required by law, the prices set forth in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror, prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other offeror or to any competitor; and</p> <p>(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.</p> <p>(b) Each person signing this offer certifies that:</p> <p>(1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above; or</p> <p>(2) (i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.</p> <p>(c) This certification is not applicable to a foreign offeror submitting an offer for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.</p> <p>(d) An offer will not be considered for award where (a) (1), (a) (3), or (b) above, has been deleted or modified. Where (a) (2) above has been deleted or modified, the offer will not be considered for award unless the offeror furnishes with the offer a signed statement which sets forth in detail the circumstances of the disclosure and the head of procuring activity determines that such disclosure was not made for the purpose of restricting competition.</p>
<p>10.</p> <p>CERTIFICATION OF NONSEGREGATED FACILITIES</p> <p>Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities</p>	<p>(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the the Equal Opportunity clause. An offer will not be considered for award where this certification is applicable and it has been deleted or modified.)</p> <p>By the submission of this offer, the offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):</p> <p>A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).</p>



U.S. POSTAL SERVICE

3979

REPRESENTATIONS AND CERTIFICATIONS

Page 1 of 1

(Business Data)

Name and Address of Offeror (No. and Street, Apt./Suite No., City, County, State and ZIP Code)

Herbert L. Hadley and Vernetia M. Hadley,
P. O. Box 333,
Bly, OR 97622Solicitation or Order No.
Bly, OR

Date of Offer or Order

The U.S. Postal Service is Cooperating With Other Agencies of the Federal Government in the Collecting of Data Concerning Contract Awards. The Offeror is Requested to Check the Appropriate Block(s) Contained on This Form.

Note: Offers MUST set forth full, accurate and complete information as required by this solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DEFINITIONS

1. **SMALL BUSINESS CONCERN.** A small business concern for the purposes of Postal Service procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is submitting an offer, and is of a size consistent with the standards set forth by SBA in CFR Part 121, or if no standard has been established, then of a size employing not more than 500 employees. (Also see PCM Section 1, Part 7.)
2. **MINORITY BUSINESS ENTERPRISE.** A concern of which at least 51 percent is owned by, and of which the management and daily business operations are controlled by, one or more members of a minority group. (For the purpose of this definition, minority group members are U.S. citizens who are Black Americans, Hispanic Americans, Native Americans or Asian-Pacific Americans. The term "Native Americans" means American Indians, Eskimos, Aleuts, or native Hawaiians. "Asian-Pacific Americans" means those whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, North Marianas, Laos, Cambodia, or Taiwan).
3. **WOMAN-OWNED BUSINESS.** A woman-owned business is a business which is at least 51 percent owned, controlled, and operated by a woman or women. Controlled is defined as exercising the power to make policy decisions. Operated is defined as actively involved in the day-to-day management.
4. **LABOR SURPLUS AREA.** A geographical area which at the time of award is either a section of concentrated unemployment or underemployment, a persistent labor surplus area, or a substantial labor surplus area, as defined in this paragraph.
 - (a) Section of concentrated unemployment or underemployment means appropriate sections of States or labor areas so classified by the Secretary of Labor.
 - (b) Persistent labor surplus area means an area which is classified by the Department of Labor as an area of substantial and persistent labor surplus (also called *Area of Substantial and Persistent Unemployment*) and is listed as such by that Department in conjunction with its publication *Area Trends in Employment and Unemployment*.
 - (c) Substantial labor surplus area means an area which is classified by the Department of Labor as an area of substantial labor surplus (also called *Area of Substantial Unemployment*) and which is listed as such by that Department in conjunction with its publication *Area Trends in Employment and Unemployment*.
5. **LABOR SURPLUS AREA CONCERN.** A firm which will perform or cause to be performed a substantial proportion of a contract in a labor surplus area.
6. **EDUCATIONAL OR OTHER NONPROFIT ORGANIZATION.** Any corporation, foundation, trust, or other institution operated for scientific or educational purposes, not organized for profit, no part of the net earnings of which inures to the profit of any private shareholder or individual.

Check as Many of the Following Blocks as are Applicable to the Entity Submitting This Offer

(v) Check	Type of Business	(v) Check	Type of Business
<input type="checkbox"/>	Labor Surplus Area	<input type="checkbox"/>	Woman-Owned Business
<input type="checkbox"/>	Small Business	<input type="checkbox"/>	Educational or Other Non Profit Organization
<input type="checkbox"/>	Minority Business Enterprise	<input checked="" type="checkbox"/>	None of the Above Apply to This Entity

Company Representative

Printed Name and Title

Herbert L. & Vernetia M. Hadley Owner

Signature

Herbert L. Hadley

STATE OF OREGON: COUNTY OF KLAMATH :ss

I hereby certify that the within instrument was received and filed for record on the 15th day of March A.D., 1993 at 12:05 o'clock P.M. and duly recorded in Vol 463 of 1993 on page 372

Fee \$ 3.30
1.00 ConformEVELYN BIEHN COUNTY CLERK
by Deputy