

SHORT FORM LEASE

THE UNDERSIGNED, hereinafter called the Lessor, hereby leases to the United States Postal Service, hereinafter called the Postal Service, the premises hereinafter described for postal purposes, pursuant to the terms and Conditions described herein and contained in General Conditions to Short Form Lease, Form 7417-A, attached hereto.

1. LOCATION. The premises are located at:

(Address) on Main Street	(City) Eureka	(County) Eureka	(State and ZIP Code) Nevada 89316
-----------------------------	------------------	--------------------	--------------------------------------

upon which is or will be located a one story brick building and which property contains or will contain areas and spaces, improvements and appurtenances as follows: /stucco

All of Lot 5, Block 23, of Town of Eureka, state of Nevada

AREA	DIMENSIONS	NET SQ. FT.	AREA	DIMENSIONS	NET SQ. FT.
FIRST FLOOR	66' x 25'	1,650	DRIVEWAY		
PLATFORM			PARKING & MANEUVERING	37' x 25'	925
STORAGE OF VEHICLES (No. of Units)			OTHER (Describe)		

2. TERMS (in each case two (2) of the following paragraphs, "A", "B" and "C" must be deleted)

A ~~Month-to-Month.~~ This is a ~~month-to-month~~ month tenancy for an indefinite period beginning _____, 19____, and may be terminated at any time by ~~the Lessor~~ giving to the other a thirty days' written notice, any such notice given by Lessor to be directed to the Contracting Officer.

B ~~Fixed Term.~~ To have and to hold said premises with their appurtenances for a term of one/ (120) months beginning * January 19, 1981, and ending January 18, 1991.

(1) The Postal Service may terminate this agreement at any time by giving thirty days' written notice to the Lessor.
(2) This agreement may be renewed, at the option of the Postal Service, providing that 30 days' written notice is given before the end of the fixed term, for the following separate and consecutive terms and at the following monthly rentals:

NO. MONTHS	AT PER MONTH RENTAL	NO. MONTHS	AT PER MONTH RENTAL	NO. MONTHS	AT PER MONTH RENTAL
(a) -60-	\$ 618.75	(b) -60-	\$ 756.25	(c) DELETED	

C ~~Automatic Renewal.~~ To have and to hold the said premises with their appurtenances for a term of one year beginning _____, 19____, hereafter this agreement shall renew itself from year to year unless thirty days before the end of any annual term the Lessor gives written notice of termination, delivered to the Contracting Officer. The Postal Service may terminate this agreement at any time by giving thirty days' written notice to the Lessor.

3. RENTAL. The Postal Service shall pay the Lessor monthly rental of \$ 447.00 payable at the end of each month. Rent for part of a month shall be prorated. Rent checks shall be made payable to: Willis A. DePaoli or Arlene M. DePaoli, P. O. Box 261, Eureka, Nevada 89316

4. Lessor, as part of the rental consideration, shall furnish the following utilities, services and equipment: Maintenance, taxes, insurance, water and sewerage.

5. OTHER PROVISIONS. The following additional provisions, modifications, riders, layouts and/or forms were agreed upon prior to execution and made a part hereof: Paragraph 2A, 2B (2c) and 2C were DELETED prior to signing. Paragraph Seven has been added and is attached hereto.

*It is understood and agreed that beginning and ending dates of this lease are to be inserted at time of occupancy by Contracting Officer upon completion and acceptance of all work.

6. The undersigned has completed and attached hereto Form 7319-B, Representations and Certifications.

EXECUTED BY LESSOR October 9, 1980
By: Willis A. DePaoli Arlene M. DePaoli
(Signature)
Willis A. DePaoli-Arlene M. DePaoli/Owners
SOC. SEC. # _____ (Print Name & Title)
Identifying No. _____
Address: P. O. Box 261
Eureka, NV 89316 (702) 237-5284
(City, State and ZIP Code) (Telephone)

ACCEPTANCE BY POSTAL SERVICE
OCT 21 1980, 19____
By: Richard W. Anderson
Title: RICHARD W. ANDERSON
FIELD SUPERVISOR REAL ESTATE
Address: SEATTLE FIELD OFFICE, U.S.P.S.
P.O. BOX 2000, KENT, WA 98031

SHORT FORM LEASE

Main Post Office
Eureka, Nevada 89316

PARAGRAPH SEVEN - the Lessor agrees to do the remodeling work necessary to convert said property to meet Postal Service needs per terms of a Supplemental Agreement (Lessor Improvements) PS Form 7401, signed by both parties concurrently with the signing of this lease.

The U. S. Postal Service will pay for heating and electricity.

Date Oct 9, 1980

Lessor's Initials 210.0
A.M.S.

BOOK 91 PAGE 187

1. LESSOR'S SUCCESSORS. The terms and provisions of this lease and the conditions herein shall bind the Lessor, and his heirs, executors, administrators, successors, and assigns.
2. APPLICABLE CODES AND ORDINANCES. The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the rented space is situated and, at his own expense, to obtain all necessary permits and related items.
3. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress, or resident Commissioner shall be admitted to any share or part of this rental contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this rental contract if made with a corporation for its general benefit.
4. COVENANT AGAINST CONTINGENT FEES. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Postal Service shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)
5. ALTERATIONS. The Postal Service may make alterations, attach fixtures or signs and erect structures in or upon the premises, all of which shall be the property of the Postal Service and, if the Lessor requests, within 30 days before termination of the Lease, the Postal Service will repair promptly or provide the Lessor payment in lieu thereof for any damage caused by its removal of such property.
6. EXAMINATION OF RECORDS. (NOTE: This provision is applicable if this Lease was negotiated without advertising.)
 - a. The Lessor agrees that the Postmaster General or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this Lease.
 - b. The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Postmaster General or his representatives shall, until the expiration of 3 years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract. The term "subcontract" excludes (1) purchase orders not exceeding \$2,500, and (2) subcontracts for purchase orders for public utility services at rates established for uniform applicability to the general public.
7. RECORDING. This agreement shall be recorded at the expense of the Lessor, upon the request of the Postal Service Contracting Officer, said expense shall include all required fees.

8. MAINTENANCE; FITNESS FOR USE. The Lessor shall, except as otherwise specified and except for damage resulting from the act or negligence of Postal Service agents or employees, maintain the demised premises in good repair and tenable condition. If the leased premises or any part thereof become unfit for use for the purposes for which leased, the Lessor shall put the same in satisfactory condition, as determined by the Postal Service, for the purposes for which leased. If he fails to make repairs or otherwise restore the premises to tenable condition within a reasonable time after receipt of notice from the Contracting Officer, the Postal Service shall have the right to perform the work, by contract or otherwise, and withhold the cost thereof from payments due or to become due under this contract. In addition, for any period the premises or any part thereof are unfit for the purposes for which leased, the rental shall be abated in proportion to the area determined by the Postal Service to have been rendered unavailable by reason of such condition. Unfitness for use does not include subsequent unsuitability arising from such matters as design, size, or location of the building.

During the continuance of the lease, the interior of the building, including but not limited to, the walls and ceilings, shall be repainted at least once every five (5) years unless required more often because of damage from fire or other casualty, or unless the five year period is specifically extended in writing by the Contracting Officer.

The Lessor shall designate on Form 7426 emergency maintenance repairmen for electrical, plumbing, heating, ventilating and air conditioning emergencies or other emergencies (window, doors, locks, etc.) that may be called in the event of an emergency situation involving maintenance of the property and/or equipment when the Lessor or his designated agent cannot be contacted within a reasonable time.

9. DESTRUCTION OF PREMISES. Notwithstanding the provisions of Clause 8, if the premises are destroyed by fire or other casualty, this lease shall immediately terminate.

10. NOTICE OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES. The Lessor is cautioned as follows: By signing the offer, the Lessor will be deemed to have signed and agreed to the provisions of the "Certification of Non-segregated Facilities" included in this solicitation. The certification provides that the Lessor does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a Lessor to agree to the Certification of Non-segregated Facilities will render his offer ineligible for acceptance if the payments thereunder exceed \$10,000 and the contract is not otherwise exempt from the provisions of the Equal Opportunity clause.

11. EQUAL OPPORTUNITY. (The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Lessor agrees as follows:

(a) The Lessor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Lessor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be

PS Form 7417-A (Page 1)
Apr. 1976

Main Post Office
Eureka, NV 89316

Date Oct 9 1980

Lessor's Initials N. L. S.

BOOK 91

PAGE 188

C. N. S.

limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Lessor will, in all solicitations or advertisements for employees placed by or on behalf of the Lessor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Lessor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Lessor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Lessor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Lessor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Lessor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Lessor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Lessor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Lessor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, That in the event the Lessor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Lessor may request the United States to enter into such litigation to protect the interests of the United States.

12. OVERTIME. (a) The Lessor shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this Agreement to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, whichever is the greater number of overtime hours. The "basic rate of pay", as used in this clause, shall be the amount paid per hour, exclusive of the

Lessor's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination (if applicable), whichever is greater.

(b) In the event of any violation of the provisions of paragraph (a), the Lessor shall be liable to any affected employee for any amounts due, and to the Postal Service for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).

(c) The Contracting Officer may withhold from the Lessor, from any moneys payable under the lease, such sums as may administratively be determined to be necessary to satisfy any liabilities of the Lessor for unpaid wages and liquidated damages.

13. HEALTH AND SAFETY STANDARDS. (a) To the extent this agreement is for construction, alteration, and/or repair, including painting and decorating, the Lessor shall not require any laborer or mechanic employed in the performance of this agreement to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under standards promulgated by the Secretary of Labor under the authority of 40 U.S.C. 333 (see 29 CFR Part 1518).

(b) In the event it is determined that the Lessor has failed to comply with this provision regarding health and safety standards, the Postal Service, in its discretion, may cancel this agreement, contract for the balance of the work or term, and charge to the Lessor the additional cost, if any, incurred thereby.

14. SUBCONTRACT PROVISIONS. The Lessor agrees to insert the Overtime clause, the Health and Safety Clause and this Subcontract Provisions clause in all subcontracts hereunder and to require their inclusion in all subcontracts of lower tier. The term "Lessor" as used in these clauses in any subcontract shall be deemed to refer to the subcontractor.

15. ASSIGNMENT OF CLAIMS. (a) If this agreement provides for payments aggregating \$1,000 or more, claims for moneys due or to become due the Lessor from the Postal Service under this Lease may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this Lease and not already paid, and shall not be made to more than one party except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with (i) the Contracting Officer, (ii) the surety or sureties upon the bond or bonds, if any, in connection with this lease; and (iii) the disbursing officer, if any, designated in this lease to make payment, and the Contracting Officer has acknowledged the assignment in writing. (b) Assignment of this lease or any interest in this lease other than in accordance with the provisions of this clause shall be grounds for annulment of the lease at the option of the Postal Service.

16. MORTGAGEE'S AGREEMENT. If there is now, or will be, a mortgage on the premises, the Lessor shall, if requested to do so, furnish a mortgagee's subordination agreement on Form 7450.

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 70 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 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 temperature of 70 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 70 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 Agreement to 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 Agreement to 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.)

U. S. POSTAL SERVICE
REPRESENTATIONS AND CERTIFICATIONS

NAME AND ADDRESS OF OFFEROR (No., Street, City, State, and ZIP Code)

Willis A. DePaoli - Arlene M. DePaoli, Owners
P. O. Box 261, Eureka, NV 89316

USPS SOLICITATION NO.

MPO Eureka, NV

DATE OF OFFER

THE OFFEROR MAKES THE FOLLOWING REPRESENTATIONS AND CERTIFICATIONS AS A PART OF THE OFFER IDENTIFIED ABOVE.
(Check and/or complete all applicable boxes or check. The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.)

1. SMALL BUSINESS CONCERN/MINORITY ENTERPRISE *

He is, is not, a small business concern and he is, is not, a minority enterprise. (For the purpose of this offer: (1) a "small business concern" 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 13 CFR Part 121, or if no standard has been established, of a size employing not more than 500 employees, and (2) a "minority enterprise" is a concern of which 50% or more of the ownership interest therein is owned or controlled by members of a minority group (i.e., Black Americans; Spanish-speaking American persons; Other not American, American Indians, Alaska Natives, and American Aleuts. For further interpretation, see Postal Contracting Manual, paragraph 1-101.)

*See Attachment "A" to PS Form 7319-B for revised definition of Minority Enterprise.

2. TYPE OF ORGANIZATION

He operates as an individual, partnership, joint venture, corporation, a nonprofit organization incorporated in the State of _____.

3. 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.

4. PARENT COMPANY AND EMPLOYER IDENTIFICATION NUMBER

(a) Is the offeror owned or controlled by a parent company as described below? Yes No. (For the purpose of this offer, 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 must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the offeror, such other company is considered the parent company of the offeror. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.)

(b) If the answer to (a) above is "Yes," offeror shall insert in the space below the name and main office address of the parent company.

NAME OF PARENT COMPANY

MAIN OFFICE ADDRESS (No., Street, City, State and ZIP Code)

(c) Offeror shall insert in the applicable space below if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941), or, if he has a parent company, the E.I. No. of his parent company.

EMPLOYER IDENTIFICATION NUMBER OF: SOC. SEC.

PARENT COMPANY

OFFEROR

5. 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

6. 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.)

7. EQUAL OPPORTUNITY AFFIRMATIVE ACTION PROGRAM (Check only if offer exceeds \$50,000 and offeror has 50 employees or more.)

The offeror represents that (1) 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 (2) he has not previously had contracts subject to the written affirmative 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.)

8. CONTINGENT FEE

(a) He has, 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 has, 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, *Contractor's Statement of Contingent or Other Fees*, 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 *Postal Contracting Manual, subparagraph 1-504.3.*)

9. CLEAN AIR AND WATER CERTIFICATION

(Applicable only if (i) the offer exceeds \$100,000, or (ii) the offer is for an indefinitely 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 offeror (1) certifies that any facility to be utilized in the performance of this proposed contract is, is not, listed on the Environmental Protection Agency List of Violating Facilities as of the date of this offer, and (2) 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.

10. INDEPENDENT PRICE DETERMINATION

(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:

(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;

(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

(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.

(b) Each person signing this offer certifies that:

(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

(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 his 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.

(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.

(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.

11. CERTIFICATION OF NONSEGREGATED FACILITIES

(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 Equal Opportunity clause. An offer will not be considered for award where this certification is applicable and it has been deleted or modified.)

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):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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 subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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.

ACKNOWLEDGMENT

STATE OF Nevada }
COUNTY OF Eureka } SS

On this 9th day of October, 1980, personally appeared before me, a Notary Public in and for the County and State aforesaid, Willis A. De Paoli & Arlene M. De Paoli who ARE known to me to be the same persons who executed the foregoing instrument, and who acknowledged that he signed, sealed, and delivered the same as THEIR free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Valaire Christiansen
Notary Public in and for the State of
residing at _____ in said County.



RECORDED AT REQUEST OF
Willis A. De Paoli
BOOK 91 PAGE 186

81 JAN 28 P 1:35

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WILLIS A. DE PAOLI - RECORDER
FILE NO. 78694
FEE 10.00

BOOK 91 PAGE 193