

# United States Department of the Army

## United States Army Corps of Engineers - Europe District



### US Army Garrison Italy Vicenza Housing Acquisition Solicitation

### REQUEST FOR PROPOSAL (RFP) CENAU-RE FY-2019-01 BTL **With AMENDMENT No. 1**

PROPOSALS ARE DUE NO LATER THAN 1500hrs,  
~~15-May~~ **4 September 2019**

ITALY REAL ESTATE FIELD OFFICE  
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## SECTION 1.0: EXECUTIVE SUMMARY

### 1.1 AUTHORITY

Authority is provided under Title 10 U.S.C. § 2828 (United States Statutory Lease Authority). This authority allows the United States to enter into one or more leases to satisfy approved housing unit requirements as defined in this solicitation and future amendments to this solicitation.

### 1.2 DEFINITIONS

The following terms apply to this Request for Proposal:

**Agreement and Lease:** An agreement which shall be entered into between the Government and the chosen Offeror that contains both (1) the terms by which chosen Offeror shall build an agreed upon number of housing units and (2) the terms and conditions under which the Offeror shall provide the newly built premises to the Government, once the housing has been built and accepted. Also known as a/the Lease.

**Competitive Range:** The range of technical specifications and unit price determined by the Government to be acceptable for competition, following review of proposals.

**Construction Management Plan:** Offerors shall provide a plan for the management of the design and construction of the proposed housing units. The plan should address startup/mobilization to the site, identification of anticipated key contractor/sub-contractors for the completion of design and construction, general plan to conduct construction oversight in accordance with Italian law, and, identification of the offerors project manager responsible for coordination with the Government during design and construction.

**Construction Schedule:** Offeror shall provide a proposed schedule and supporting narrative. The schedule shall indicate the number of calendar days after notice to proceed (NTP) and address the following milestones: a) obtain all required permits; b) start of construction; c) construction completion. The period of performance for completion of the units shall not exceed 730 calendar days following the issuance of the notice to proceed.

**Government:** The United States of America acting by and through the Department of the Army, U.S. Army Corps of Engineers - Europe District. Also known as the Government, the U.S. Government, the United States, the Department of the Army or Lessee.

**Highest Ranked Offeror (HRO(S)):** The owner(s) or developer(s) deemed by the Government to warrant selection to negotiate a Lease.

**Lessee:** The United States of America, also known as the U.S. Government, the Government or the Department of the Army.

**Leased Premises:** Land, infrastructure, facilities and/or structures utilized by the Government as agreed upon in the Lease.

**Notice to Proceed:** Written notice from the U.S. Government, issued to the Offeror after execution of the Agreement and Lease and after the Offeror has satisfied all conditions listed in Annex B, which authorizes the Offeror to proceed with construction.

**Offeror:** Any person(s), construction firm(s), developer(s), Housing Association(s), or joint venture(s) thereof submitting a proposal in response to this RFP.

**Occupants:** Persons assigned to the Armed Forces of the United States of America and occupying the dwelling units.

**Project:** Any construction or activities resulting from this RFP.

**Real Estate Contracting Officer (RECO):** The Government representative responsible and authorized for execution of a/the Lease(s) resulting from this solicitation.

**Real Estate Field Office (REFO):** The Government office responsible for solicitation, negotiation and contract administration of the lease(s).

**Residential Complex:** The buildings and infrastructures the Lessor must provide through the Agreement and Lease.

**Request for Proposal (RFP):** The Request for Proposal (this document). Also known as a/this/the solicitation.

**Source Selection:** The process by which the Government shall accept, evaluate, and rank proposals for award and lease.

**Source Selection Authority (SSA):** The Government representative responsible for the proper and efficient conduct of the source selection and who shall rank order sites for award.

**Source Selection Evaluation Team (SSET):** A team of individuals comprised of Government military officers, civilian employees, and local national personnel, who shall be responsible for evaluation of proposals consistent with evaluation criteria and presentation of results in recommended rank order to the Source Selection Authority (SSA).

**Title 10:** 10 U.S.C. § 2828, the United States statutory lease authority for military family housing.

### 1.3 ACQUISITION GOALS

The goals of the Project are to identify the Offeror(s) who can best:

- Develop a long-term, mutually beneficial business relationship with the Government;
- Maximize the value of the Project to the Government within the constraints and restrictions identified by the RFP, United States and Italian law, regulation or code;
- Design and develop the Project in a manner that is compatible with land uses adjacent to the Proposed Premises;
- Design, construct, finance, operate, maintain and manage the Project consistent with best commercial practices as determined by the Government and agreed to in the Lease;
- Maintain positive relations with local governmental authorities and the communities applicable to the Project.

## **1.4 ACQUISITION PROJECT**

The United States is requesting offers to lease 127 housing units to fill current and approved future requirements. See Appendix A for Housing Adequacy Planning Standards.

## **1.5 LEASE TERM**

The maximum Lease firm term is 10 years. The Government shall have the right, at its sole option, to renegotiate and renew this Lease for two (2) additional periods of five (5) years each upon provision to the Lessor of minimum ninety (90) days written notice thereof before the Lease or any renewal thereof would otherwise expire.

# **SECTION 2.0: PROJECT REQUIREMENTS**

## **2.1 GENERAL**

**2.1.1** By participating in the RFP process, Offerors agree to hold the United States, its officers, employees, and consultants harmless from all claims, liabilities, and costs related to this RFP. The Government shall not reimburse any proposal costs or fees. Under no circumstances shall the Government be liable for any real estate brokerage commissions, finder's fees, or other forms of compensation related in any way to activities undertaken by any person as a result of this RFP. This includes any and all activities related to exclusive negotiations with the HRO(S).

**2.1.1.1** The Government reserves the authority to research for verification any information provided by the Offeror(s) in response to this RFP.

**2.1.2** The Government reserves the right to amend this RFP. If this RFP is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendments to this RFP by the date and time specified in the amendment(s). Acknowledgement shall be made by signing and returning the transmittal page or confirmation of receipt via email transmission.

**2.1.3** Offerors are required to comply with all provisions of the RFP while developing their proposals. Where instructions conflict and no order of precedence are specified, the most stringent requirement applies. A reference to, or direction to comply with, a particular Section shall include, as appropriate, all subsections there under. Any information concerning the RFP given to any prospective Offeror shall be furnished promptly to all other prospective Offerors. If the information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors, the information shall be furnished as an amendment to the RFP.

**2.1.4** Restriction on disclosure and use of data. An offeror that includes in its proposal data that it does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must meet both of the following conditions:

(1) Mark the title page with the following: *"This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal."* If, however, a lease is awarded to this offeror as a result of, or in connection with, the submission of this data, the Government shall have

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the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction.

(2) Mark each sheet of data it wishes to restrict with the following: *"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."*

**2.1.5** Registered mail or personal delivery shall be utilized for all submissions. Proposals shall be submitted, in the English language, in five (5) complete hard copies and five (5) complete electronic copy. Electronic copies shall be submitted on a CD-ROM or DVD, in a protective sleeve; USB drives are not acceptable. Each disk and protective sleeve shall be clearly marked with the Volume number, title, RFP number, and the Offeror's name. All disks shall be included with the "original" paper copies of each Volume as identified in the RFP. The electronic copy of the proposal shall be an exact duplicate of the original paper proposal. All electronic documents shall be in .pdf format. Any spreadsheets, if provided or requested by the U.S. Government, shall be submitted in MS Excel in a format that allows all formulas within the spreadsheet to be reviewed and manipulated. Submit all proposal documentation to:

ITALY REAL ESTATE FIELD OFFICE UFFICIO CONTRATTI IMMOBILIARI ATTN: CENAU-RE FY-2019-01 BTL Via Delle Casermette 107/109, Int. 3 36100 Vicenza Italy
--

**2.1.5.1** Proposals received via email shall not be considered.

**2.1.6** Office hours are 0800 to 1130 and 1330 to 1600 Monday through Friday, except US and Italian holidays. Provide inquiries or questions concerning proposal submission by e-mail to [-ItalyRealEstateFieldOffice@usace.army.mil](mailto:-ItalyRealEstateFieldOffice@usace.army.mil). Responses to inquiries are generated as rapidly as possible in the order in which they are received.

## 2.2 PROPOSAL REQUIREMENTS

**2.2.1** Initial Proposals are due not later than 1500hrs, **15-May 4 September 2019**. Proposals received after the deadline shall not be considered. Proposals shall be valid for a period of not less than 24 (twenty four) months from the initial proposal due date. Proposals provided must be in the English language. Proposals must contain all documents listed in Appendix E. Offerors may, if they desire, submit multiple proposals for separate locations. If multiple proposals are submitted, Offerors shall ensure that complete and separate general, financial and technical details, as may be appropriate, are furnished so each proposal can be evaluated individually without the need to request additional information.

**2.2.2** Proposals may be withdrawn by written notice received by the Government at any time before execution of the Lease. Proposals may be withdrawn in person, by an Offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal. Proposals may not be withdrawn by electronic mail.

**2.2.3** Proposals shall be provided in the following format, labeled, indexed and tabbed accordingly:

### **2.2.3.1 Proposal Executive Summary:**

**Proposal Executive Summary.** Provide a brief summary of your proposal. The summary must also include the Offeror's Construction Management Plan and its Construction Schedule for the construction and delivery of the housing site. Please limit the executive summary to minimum number of pages possible.

#### **2.2.3.2 Volume I: Location:**

**I-A. Location.** The Offeror shall describe in its proposal the Site Location. The proposal shall include the Legal Description, Cadastral Drawings, Location/General Site Plan and photographs. Offerors must clearly demonstrate that the proposed dwelling units are located within the Housing Market Area as shown in Paragraph 11 of the Appendix A Housing Adequacy Planning Standards. Offerors must identify the distance from the proposed site to Caserma Ederle and to Caserma Del Din. Offerors shall submit clear directions and maps to the site. The site map shall include existing approved use of adjacent land bordering the proposed site.

**I-B. Permits and Zoning.** The Offeror shall provide Certification signed by the Mayor, or authorized representative, stating that each site proposed for development is identified and approved for residential urbanization and civil construction by providing a Certificato di Destinazione Urbanistica. The Offeror shall submit copies of documentation proving preliminary planning permission to develop the site as proposed for occupancy by the Government. The documentation should include, if available, local council planning approval and/or permits, or letters of intent from the proper authorities. The Offeror shall provide its plan for obtaining the required permits, if permits have not been obtained at the time the offer is submitted. The Offeror is strongly encouraged to submit a fairly mature plan that shows it has researched and understands the permit and zoning process/requirements. Offerors who have already obtained approved building permits shall submit copies of those documents with its proposal. If an Offeror has not received approved permits, then applications for permits to the appropriate authorities shall be provided if previously submitted to the local authorities. If the Offeror does not own or control the land then it should submit its proposed plan for applying for the proper permits.

**I-C. Ownership or Control.** The Offeror shall submit proof of ownership or control with their proposals. Each Offeror shall include in the proposal evidence of its ownership of the proposed site (deed), or a copy of a valid Purchase Option of sufficient duration to allow for acquisition of ownership at any time within a period of not less than twenty-four (24) months from the final date proposals are due hereunder.

#### **2.2.3.3. Volume II: Quality of Property**

**II-A. Floor Plan(s) Layout.** Provide a layout of facilities within the unit which enhance indoor/outdoor living for the unit residents, e.g., patios, screen porches, balconies and yard areas, including how the internal living, food handling, sleeping and bathing areas interact. All units should meet the minimum net floor area requirement included in the RFP. Floor Plan(s) should include location, utility and size (usable area in net m<sup>2</sup>) of every room to include all storage areas.

**II-B. Aesthetics and Community Compatibility.** Provide a plan that shows the overall aesthetics of the building exteriors including: variety of facades, visual effect of garages and/or carports, fenestration, proportion, and an overall architectural design for all buildings and amenities which is compatible and reflects the architecture of the local community.

**II-C. Durability and Economy of Materials.** Include on the drawings the type of building materials and finishes the Offeror intends to utilize. Provide information on the maintenance reducing qualities of proposed materials, finishes and systems.



**II-D. Systems.** Provide a design and layout of the Heating, Venting and Air Conditioning (HVAC), mechanical, electrical, plumbing, telephonic, broadband and television (terrestrial and satellite) systems within each unit.

**II-E. Environmentally friendly (green) technology.** Provide a plan that utilizes environmentally friendly (green) technology. Green technology must be documented per applicable code and regulations as part of the construction management process.

#### **2.2.3.4. Volume III: Site design**

**III-A. Site Layout:** Site design submittal will consist of preliminary designs (Progetto di Massima). Offerors shall provide drawings in 1:100 scale, and 1:25 scale for details (such as kitchens, construction details, etc.). Offeror shall indicate the total number of dwelling units in the proposal, and shall list the number of 3, 4 and 5 bedroom units included. Offerors shall indicate the type of mix of unites, i.e., single houses, row houses, duplexes, or apartments. The proposal should describe how the Offeror intends to build a variation in number and type of living units to produce variety and harmony in the overall site plan, including private open space (patios, yards, balconies, terraces). Floor plans shall provide the total gross and net square meters for each dwelling unit in the legend of the drawings. Offerors proposing multiple sites that incorporate identical designs, or other elements, need not submit duplicate data for submittal requirements in this section so long as proper corresponding references are clearly made on each proposal and the submittal.

**III-B. Pedestrian, Bicycle and Vehicular circulation:** The proposal should describe the overall planning, layout, design and development of the housing site as it applies to pedestrian, bicycle and vehicular circulation. The proposal shall include a clear description on how well the Offeror provides separation/location of buildings and other site amenities to isolate vehicular traffic and other surrounding land uses not compatible with a residential development (e.g. utilization of earth berms, landscaping and other architectural elements in the site design which clearly and effectively separates vehicular, bicycle and pedestrian paths of circulation, incorporating safety into the community). The proposal should also include a complete discussion of how the site design provides easy accessibility to and from streets, parking and other recreational spaces within the community. The proposal shall designate tenant and guest parking in an easily identifiable manner.

**III-C. Land Use Management.** The proposal should describe the overall planning, layout, design and development of the housing site. The proposal should describe how non-residential facilities/plants, i.e. sewage treatment plant, water treatment plant etc., are distinctly separated from residential areas. Emphasis should also be placed upon orientation with respect to the views, solar orientation and privacy, taking into account topographic limitations and the climatic conditions in the area, including preservation of natural features. The proposal should describe how it plans to incorporate open space into the overall layout of the development. The proposal should describe the extent to which the plan makes efficient use of the site. The development of open spaces and recreation spaces provided by the proposed layout, including playgrounds and privacy between units should be adequately described in the proposal. In the proposal special emphasis shall be given to use of orientation, earth berms, change of grade and other considerations to achieve physical and psychological separation while providing area definition. This area of the proposal shall also include a description of the Offeror's design into the site and the dwelling units of a sound, suitable, feasible and complete force protection/security plan (including but not limited to visual screening, fencing, and window treatment, buffer areas, natural and artificial screen locations and types, vehicular/pedestrian access locations, and visitor parking locations/layout).

**III-D. Utility Systems.** The proposal should describe the overall planning, layout, design and development of the utility systems infrastructure within the housing site. Offeror should describe

an efficient, comprehensive and feasible proposal for the design of the utility distribution systems, to include: electrical, water, sanitary sewer, storm sewer, and gas.

**III-E. Force Protection/Site Security.** The proposal should describe the overall planning, layout, design and development of the force protection/site security. Information provided should include drawing indicating location of all the security items (cameras, illumination, etc.), their construction details, complete with details on how they will be connected. Construction details of the perimeter fence, gate and security building must also be provided.

#### **2.2.3.5. Volume IV: Past Performance**

**IV.** The past performance information listed below shall be furnished with the Offeror's proposal. Offeror shall include information concerning all relevant contracts for services and construction performed within the last 5 years, and any other contracts with Department of Defense activities within the last 3 years. Information submitted should contain at least the following for each contract: a. Contract number, contract type (i.e., fixed price, time and materials, incentive etc.), and indicate whether you were the prime contractor or a sub-contractor, and overall contract cost value.; b. Contracting agency, including name, address, email address, and telephone number of contract administrator, buyer, representative, or contracting officer; c. Description of the location, size and scope of previous contracts, to include specific numerical quantities (i.e. number of housing units etc.); d. Summary of quality deficiencies (if applicable), corrective actions, and frequency of corrective actions for each contract.

Offerors are encouraged to provide information that may aid in the evaluation of its successful past performance, such as awards, customer letters of commendation, and any other forms of performance recognition for projects of similar size, scope, and complexity. In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), and any other known sources not provided by the Offeror. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

#### **2.2.3.6. Volume V: Price.**

**V.** The Offeror shall propose the amount for: (1) basic annual rent; (2) total annual reimbursements. Offerors may submit multiple proposals. If multiple proposals are submitted, Offerors should provide this volume separately for each proposal. Price related data shall be submitted on the Rental and Price Proposal form at Appendix D.

#### **2.2.3.7 Volume VI – Financial Resources and Financial Plan.**

**VI.** This section of the Offeror's proposal should sufficiently describe the Offeror's financial capability and availability of resources so the Government can determine if the Offeror is capable of successfully completing the project. This proposal shall include a discussion of the soundness and suitability of the Offeror's financial resources that should include but is not limited to the following areas: (1) Balance Sheets of the last 2 years; (2) Consolidated Balance Sheets for the last 2 years, if applicable; (3) Budget for current year and next year; (4) If these financial statements have been already audited, a copy of the independent auditors' report; (5) Detail of all long and short term debts, with indication of average interest rate; (6) Average Periods for Accounts Receivable and Payable; (7) Pending court actions, litigation, judgments, liens or other

demands for payment; (8) List of current or prior (within the last five years) bankruptcy or insolvency proceedings; (9) List and worth of real property (land and improvements) and equipment owned by the Offeror, with details of unused facilities, if any; (10) Stockholders equity or amount of stock held by shareholders, if applicable; (11) Income tax and VAT (IVA) returns for the past two years; (12) Monthly cash flow forecast for the current year and the next reporting year; (13) List of liabilities, including payment to subcontractors and suppliers; (14) List of credit lines; (15) Bank and Insurance guarantees received and granted; (16) Description of major works presently in progress, state of completion related to contractual amount; (17) List of banking institutions from which the Offeror regularly obtains credit; (18) List of suppliers from whom the Offeror regularly purchases supplies, services and/or materials.

Included in the proposals should be a description of the financing plan to be utilized by the Offeror for funding the proposed work (i.e. letters of credit, secured loans). This includes at a minimum, the Offeror's identification and description of the percentage of work to be funded by the firm's own resources, the percentage of work to be financed, other funding sources to be used (if any), and the estimated duration and other terms and conditions of the new financing arrangements. The Offeror shall submit documentation of financing from a reputable lending institution. If the project is to be self-financed, the Offeror shall submit documentation from an independent and professionally licensed source stating the Offeror's ability to finance the proposed venture. If the Offeror is a firm it shall also provide a copy of the Visura Storico (historical overview) of the firm (no older than 6 months) obtained from the Chamber of Commerce. Proposals that do not demonstrate the Offeror's capability of completing the project may be excluded from further consideration.

### **2.3 SOLICITATION EXPIRATION/CANCELLATION**

Though the Government intends to enter into a/the Lease(s) with the HRO(S), it is under no obligation to do so and reserves the right to cancel this RFP and reject all submissions at its sole discretion. The Government reserves the right to suspend and/or amend all provisions of the RFP and to waive informalities and minor irregularities in offers received where it is in the Government's best interest to do so. Offerors will not be reimbursed for proposal submission costs.

### **2.4 MATERIAL CHANGES**

Up until the deadline for proposal submittal, the Offeror shall provide written description of any material changes to the applicable proposal not later than five (5) business days after the change. Written description shall include which portion of the proposal is to be changed, what affect the change has on Offeror capabilities to perform the project, and if the Offeror chooses to remain in consideration. Failure to disclose any material or receipt of adverse information changes may result in disqualification from consideration for this Project. Upon receipt of a written description of a material change, the Government reserves the right to request additional information relating to said material change and/or remove the Offeror from the competitive range.

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## SECTION 3.0: OFFEROR SELECTION AND RELATED FACTORS

### 3.1 SELECTION OF HIGHEST RANKED OFFEROR (HRO(S))

**3.1.1** The Government shall determine a competitive range on the basis of cost or price and other evaluation factors that are stated in this RFP and will include all of the most highly ranked proposals, unless the range is further reduced for purposes of efficiency. The SSET will evaluate the proposals and provide a recommendation for selection or rejection to the SSA. The Government reserves the right to establish a competitive range at any point in the evaluation process and to remove from the competitive range any Offeror whose proposal, in the judgment of the Government, stands no reasonable likelihood of being selected as the HRO(S). Any Offeror removed from the competitive range shall be notified in writing by the Government.

### 3.1.2 SELECTION CRITERIA AND EVALUATION FACTORS FOR AWARD

The Government's SSET will evaluate each proposal which conforms to the requirements of this solicitation as a whole on the basis of price and other evaluation factors and award the contract(s) to the Offeror(s) whose offer represents the best value to the Government. The following evaluation factors will be considered.

Factor 1:	Location
Factor 2:	Quality of Property
Factor 3:	Site Design
Factor 4:	Past Performance
Factor 5:	Price

In terms of importance, Factors 1, 2, 3 and 4 are approximately equal. The Government considers the combination of Factors 1, 2, 3 and 4 to be approximately equal in importance to Factor 5. The proposal(s) selected by the Government will be the proposal(s) that provide the best value to the Government.

Selection Factors 1 through 3 for each proposal shall be rated using the following descriptive ratings:

<b>Superior (S):</b>	The proposal clearly exceeds the RFP minimum requirements
<b>Very Good (VG):</b>	The proposal exceeds the RFP minimum requirements
<b>Acceptable (A):</b>	The proposal meets the RFP minimum requirements
<b>Marginal (M):</b>	The proposal fails in meeting some of the RFP requirements, but has good possibility to become acceptable with few changes.
<b>Unacceptable (UA):</b>	The proposal clearly fails in meeting one or more RFP requirements with no possibilities of becoming acceptable without major design changes

A proposal evaluated unacceptable in one or more of the Evaluation Factors will not be considered eligible for award.

## **Proposal Evaluation Factors**

### **FACTOR 1: LOCATION**

1. Sites located closer to Caserma Ederle will be rated higher. Any proposals that do not meet the location requirements specified in Appendix A, paragraph 1 will be considered unacceptable. The proposed dwelling units shall be within the Housing Market Area as shown in Appendix A, paragraph 11 of the Housing Adequacy Planning Standards.

2. An Offeror who has already obtained approved building permits and submits copies of all applicable permits with its proposal is most desirable. Less desirable is an Offeror that has submitted applications for permits to the appropriate authorities. Failure to submit a plan for applying for the proper permits will result in an Unacceptable rating.

3. An Offeror provides evidence, satisfactory to the U.S. Government, that the Offeror owns or has an enforceable contract in accordance with Annex B, paragraph B1.2 is most desirable. Less desirable is an Offeror that submits a purchase option. Unacceptable is an Offeror that does not own or control the land or possess a valid purchase option.

### **FACTOR 2: QUALITY OF PROPERTY**

1. Floor Plan(s) Layout. How well the layout of dwelling units enhance indoor/outdoor living. Evaluation is based upon the overall functional arrangement of floor plan(s) design as described in Appendix A, paragraph 4. Favorable consideration will also be given to how well the unit layout interacts with the internal living, food handling, sleeping and bathing areas. Proposals that do not meet the minimum net floor area required and specified in Appendix A will be found unacceptable. Favorable consideration will be given to proposals that include storage areas.

2. Aesthetics and Community Compatibility. The overall aesthetics of the building exteriors including such things as the variety of facades, visual effect of garages and/or carports, landscaping, and overall architectural design for all buildings, and amenities will be evaluated for compatibility with the local community. Proposals that share features and aesthetics with the architecture of the local community will receive favorable consideration.

3. Durability and Economy of Materials. The maintainability, durability, and quality of the finishes, materials and features incorporated in the design, with particular emphasis placed on daily household maintainability. Proposals that demonstrate the use of maintenance reducing qualities of proposed materials, finishes and systems are preferred. Use of commonly available standardized materials and techniques to promote economical repair or replacement is highly desirable for such items as: 1) Exterior Walls and Trim; 2) Roofs; 3) Doors, Windows and Hardware; 4) Interior Finishes and Trim; 5) Cabinets; and 6) Bathrooms and fittings.

4. Systems. The design and layout of HVAC, mechanical, electrical, plumbing, telephonic, broadband and television systems within each unit will be evaluated for soundness and suitability in accordance with the requirements specified in Appendix A.

5. Environmentally friendly (green) technology. Higher preference shall be given to "green" buildings offering energy saving construction, equipment or techniques, which shall provide savings in future energy costs and to proposals that provide individual electrical meters for each unit.

### **FACTOR 3: SITE DESIGN**

1. Preference shall be given to those proposals that incorporate high standards of Force Protection for the proposed sites. Minimum Force Protection standard are those identified in paragraph 9 of Appendix A.

2. Proposals that provide for the entire requirement of 127 dwelling units ~~located on two or more sites, with a minimum of 24 dwelling units per site, shall be preferred.~~ dispersed (vs. clustered) among the greatest number of sites throughout the delineated area shall be preferred. Less desirable are proposals that provide for the entire requirement of 127 dwelling units located on one site. The least desirable are proposals that do not provide for the entire requirement of 127 dwelling units. ~~with-The minimum requirement of 24 is 12 dwelling units per site.~~ All proposals shall meet the distribution of bedroom size requirements of approximately 86% of the proposed units must have 3 bedrooms, minimum 8% of 4 bedroom units and minimum 6% of 5 bedroom units.

3. Single houses, row houses and duplexes with individual fenced yard space, shall be given preference. Multi-unit complexes with a common area with a grassed play area for children and includes installed playground equipment are less preferred. Multi-unit complexes without a grassed common area and installed playground equipment are the least preferred.

4. The total gross and net square meters for each dwelling unit will be evaluated based on the requirements specified in Appendix A. Larger units will be given preference. Proposals that do not meet the minimum size requirement will be found unacceptable.

5. The proposals plan for pedestrian, bicycle and vehicular Circulation will be evaluated based on logic and risk. Proposals that provide separation/location of buildings and other site amenities to isolate vehicular traffic and other surrounding land uses not compatible with a residential development will be given preference. Site designs that clearly demonstrate easy accessibility to and from streets, parking and other recreational spaces within the community will be given preference.

6. Proposals will be evaluated to extent to which the proposal incorporates open space into the overall layout of the development. Favorable consideration will be given to the variation in number and type of living units to produce variety and harmony (patios, yards, balconies, terraces) in the overall site plan. Favorable consideration will also be given proposals that provide a beneficial force protection features and clearly delineate and specify natural and manmade features that facilitate physical and psychological separation of the housing units. Favorable consideration will also be proposals which have perimeter fences and are predisposed for gated access.

6. Proposals will be evaluated based on the sufficiency of the proposed utility systems. Well-planned, efficient, comprehensive and feasible designs of the utility distribution systems (to include: electrical, water, sanitary sewer, storm sewer, and gas, and connections to external systems/suppliers) that clearly address all of requirements specified in Appendix A will receive favorable consideration.

**FACTOR 4: PAST PERFORMANCE.** The past performance and associated performance risks of each Offeror will be assessed using the following ratings:

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<b>High (H)</b>	Significant doubt exists, based on the Offeror's performance record or information available to the SSET, that the Offeror can perform the proposed effort
<b>Moderate (M)</b>	Some doubt exists, based on the Offeror's performance record or information available to the SSET, that the Offeror can perform the proposed effort
<b>Low (L)</b>	Little doubt exists, based on the Offeror's performance record or information available to the SSET, that the Offeror can perform the proposed effort.

The past performance evaluation results in an assessment of the offeror's probability of meeting the solicitation requirements. Past performance shall be initially evaluated to determine whether the offeror's present/past performance is recent, and relevant or not relevant to the effort to be acquired. The first aspect is to evaluate the recency of the offeror's past performance. Recency is expressed as a time period during which past performance references are considered relevant, and is critical to establishing the relevancy of past performance information. Past performance evaluation shall also determine how well the offeror performed on prior contracts. The past performance evaluation performed in support of the current RFP does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts.

**NOTE:** In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown (or "neutral") past performance.

## **FACTOR 5: PRICE**

The price will be considered in the award decision. Price Evaluation shall be based on the basic rental cost and the annual maintenance cost for each proposal.

Basis of Evaluation:

Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- a. Comparison of proposed prices with other proposals received in response to the request for proposal.
- b. Comparison of proposed prices with the independent U.S. Government estimate.
- c. Comparison of Market Survey results.

Price Proposals will not be given a descriptive rating but, will be ranked by price and evaluated for reasonableness. Volume VI – Financial Resources and Financial Plan will be reviewed by the Government. Proposals that do not demonstrate the Offeror's capability of completing the project may be excluded from further consideration.

### **3.2 TAXES**

Taxes are paid in accordance with Paragraph 9 of the Lease and Agreement at Appendix B of this RFP.

### **3.3 CONSTRUCTION OVERSIGHT**

The Government retains the right to perform construction oversight. The Government will coordinate construction oversight with successful Offerors in accordance with the Lease.

### **3.4 CODES, STANDARDS AND REGULATIONS**

All development activities shall be in accordance with Italian Local, Regional, and National building codes, standards, and regulations, as they may be amended from time to time, that would apply to similar development activities not involving the Government.

### **3.5 PERMITS**

The HRO(S) shall, at its sole expense, obtain all required permits and approvals and pay all required fees in connection with its development of any Project.

### **3.6 CERTIFICATES OF COMPLIANCE**

Offeror(s) shall provide “certificato di conformita” issued in compliance with Italian safety code or regulation for all utility and infrastructure systems, including but not limited to; electrical distribution systems, gas distribution systems, heating, hot water, air conditioning systems, photovoltaic and solar systems and/or units.

### **3.7 PROFESSIONAL CERTIFICATION**

All drawings, specifications or calculations shall be certified by qualified, currently licensed personnel as required by law, code or regulation.

### **3.8 CERTIFICATES OF USE (CERTIFICATO DI AGIBILITA)**

Offeror(s) shall provide, once the premises are ready for acceptance by the Government, the Certificato di Agibilità (Certificato di Use) for the entire residential complex.



# United States Department of the Army

## United States Army Corps of Engineers Europe District



### US Army Garrison Italy Vicenza Housing Acquisition Solicitation

## REQUEST FOR PROPOSAL (RFP) CENAU-RE FY-2019-01 BTL With AMENDMENT No. 1

### Appendix A Housing Adequacy Planning Standards

PROPOSALS ARE DUE NO LATER THAN 1500hrs,  
~~15 May~~ 4 September 2019

ITALY REAL ESTATE FIELD OFFICE  
UFFICIO CONTRATTI IMMOBILIARI  
Via Delle Casermette 107/109, Int. 3  
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Italy

Email: [ItalyRealEstateFieldOffice@usace.army.mil](mailto:ItalyRealEstateFieldOffice@usace.army.mil)  
WEB: <http://www.nau.usace.army.mil/Real-Estate/>

## APPENDIX A

### Housing Adequacy Planning Standards

#### 1. Location of proposed dwelling units:

- a. Dwelling units must be located in residential areas and not be in close proximity to sources of objectionable noise, odors and health and safety standards to residents.
- b. The proposed dwelling units shall be within the Housing Market Area as shown in Paragraph 11 of these standards.
- c. Dwelling units must not be located in limited traffic areas (ZTL)

#### 2. Type of Construction:

- a. Requirement is for 127 total dwelling units with the following breakdown by bedroom type:
  - i. 3 bedroom: 109 units (approximately 86% of the proposed units must have 3 bedroom)
  - ii. 4 bedroom: 10 units (approximately 8% of the proposed units must have 4 bedroom)
  - iii. 5 bedroom: 8 units (approximately 6% of the proposed units must have 5 bedroom)
- b. No more than twelve dwelling units in one single building. Total number of dwelling units per proposal in any one separate and distinct location may vary from a minimum of ~~24~~ 12 up to the total of 127 dwelling units.
- c. Single houses, row houses and duplexes with individual fenced yard space, at least one car garage/covered parking space and one additional designated parking space per dwelling unit shall be given preference. Multi-unit complexes shall also be considered if there is, at a minimum, a common area with a grassed play area for children and includes installed playground equipment. Installation and equipment must conform to CPSC Pub No 325 - Handbook for Public Playground Safety (available at <https://www.cpsc.gov/PageFiles/122149/325.pdf>). Any buildings over three stories above ground must be equipped with fire prevention sprinkler systems in accordance with United Facilities Criteria (UFC) 3-600-01, Fire Protection Engineering for Facilities (available at [https://www.wbdg.org/FFC/DOD/UFC/ufc\\_3\\_600\\_01\\_2016\\_c2.pdf](https://www.wbdg.org/FFC/DOD/UFC/ufc_3_600_01_2016_c2.pdf)). Multi-unit complexes shall also have at least a one-car garage/covered parking space and one additional designated parking space per dwelling unit. For all proposals, visitor parking of minimum 1 parking space per every 5 units shall be available on the proposed site.
- d. Proposals shall utilize environmentally friendly (green) technology. Green technology must be documented per applicable code and regulations as part of the construction management process. Individual electrical meters for each unit is desirable.
- e. The proposed residential site shall have suitable drainage and soil stabilization.

#### 3. Access within the site:

a. Proposed site will have suitable roadways which will allow for access and turning of moving company and refuse collection trucks. Sidewalks and steps shall be provided as necessary for convenient access to dwelling units and to allow delivery of furnishings.

**4. Layout:**

a. Units must be designed to provide practical layout with private entrance to each unit. Must be able to access the Kitchen, living room and bedrooms without passing through other bedrooms. There shall be at least one full family bathroom and a private ¾ bathroom for the master bedroom. In addition, for single Houses, row houses and duplexes and in the day area of apartments, a half bath (sink and commode) or ¾ bath (sink, commode and shower) shall be installed. Four and five bedroom units will have at least one additional full or ¾ family bathroom. All full bathrooms shall include a shower plate with box and a bath tub.

b. There must be designated space or a separate utility room to accommodate a 220 volt U.S. size washer and a 220 volt electrical dryer which shall be vented horizontally to the outside via a 10 Cm diameter pipe. Note measurements are in the table below and additional information regarding hook up of the washer is contained in Paragraph 7.1. and 7.m. below.

ITEM	HEIGHT	WIDTH	DEPTH	SUPPLY	REMARKS
U.S. WASHER	100 CM	69 CM	70 CM	5 AMP, 220V	FREE STANDING Not stackable
DRYER	110 CM	70 CM	75 CM	15 AMP, 220V	FREE STANDING Not stackable

**5. Size of the dwelling units:**

a. The requirement is for 3, 4 and 5 bedrooms housing units. The minimum number of dwelling units to be offered in any single proposal is ~~twenty four (24)~~ twelve (12). However preference will be given for proposals that meet the entire requirement of 127 dwelling units, where proposals that provide for the entire requirement of 127 dwelling units **dispersed (vs clusters) among the greatest number of sites throughout the delineated area located on two or more sites**, with a minimum of ~~24~~ 12 dwelling units per site, shall be preferred to proposals that provide for the entire requirement of 127 dwelling units located on one site. Proposals for the entire requirement shall contain the correct mix of 3, 4 and 5 bedroom dwelling units. The table below is to be used a guideline for the size of units required but units that exceed this table may still be considered for lease. Conversely, proposals that do not meet minimum size requirement will not be considered for lease. Sizes are by bedroom type in gross m<sup>2</sup> which is the area within the exterior walls of the unit and excludes the garage. Desired bedroom sizes for master bedroom and second bedroom are at least 16 m<sup>2</sup> net space and other bedrooms at least 9 m<sup>2</sup>.

BEDROOM SIZE	MIN SIZE (ADEQUACY STDS)	MAX SIZE (BENCH MARKS)
3	111 m <sup>2</sup>	152.5 m <sup>2</sup>
4	137 m <sup>2</sup>	181.5 m <sup>2</sup>
5	137 m <sup>2</sup>	214.5 m <sup>2</sup>

b. Kitchens must be equipped with externally vented range hood, adequate base and wall cabinets and allow space for the following U.S. appliances dimensions listed on the below table. There must be a dedicated dining area either inside the kitchen or in a jointly connected room that can accommodate at a minimum a table 160cm x100 with 6 chairs for 3 bedroom dwellings and a table 210 cm x100 with 8 chairs for the 4 and 5 bedroom dwellings.

ITEM	HEIGHT	WIDTH	DEPTH	SUPPLY	REMARKS
RANGE	87 CM	80 CM	66 CM	10 AMP, 220V	FREE STANDING
REFRIGERATOR	175 CM	85 CM	85 CM	2.5 AMP, 220V	FREE STANDING
DISHWASHER	85 CM	60 CM	60 CM	11 AMP, 220V	FREE STANDING

c. Living room must be large enough to accommodate occupant's living room furniture such as sofas, easy chairs, entertainment console, coffee table and end tables. Minimum acceptable size shall depend on configuration of doorways, windows and openings, which may hamper placement of furnishings.

d. Open plan kitchen, living room/dining room combinations are suitable as long as the table and chairs requirement in Paragraph 5 b. above can be accommodated comfortably without sacrificing the living room zone/area. Minimum acceptable size shall depend on configuration of doorways, windows and openings, which may hamper placement of furnishings.

## 6. External Details

a. A water faucet shall be installed in each yard and also in common area of multi-unit complexes.

b. Yards shall be fenced and the green areas landscaped to include grass. At time of delivery of the premises, all the green areas, including all the individual yards, shall have fully grown grass or well established rooted sod.

c. Any Pedestrian gates shall have automatic closure systems.

d. Where there are car gates they shall be remote controlled. Three dual frequency remote controls per dwelling unit shall be provided and shall also control the Garage automatic doors. Where there are no car gates, garages shall have automatic doors and three remote controls per dwelling unit shall be provided.

e. Where the pedestrian gate is not visible from the front windows of homes, Intercoms with gate release shall be of the video type to allow viewing of visitors prior to opening the gate.

f. Normal switch operated external lighting shall be installed on walkways and near gates and also motion sensor security lights shall be installed on all sides of the building.

- g. Lockable Mail boxes shall be installed for each dwelling unit and in multi-complex dwelling units, a condominium mail box shall be installed.
- h. Where any part of the property is at underground level, a sump pump of sufficient capacity together with battery backup and automatic battery charger shall be installed.
- i. TV antenna and a satellite dish with dual LNB orientated to EURO BIRD 9° east and Hot Bird 13° east shall be installed and drop lines with jacks provided in kitchen, living room, all bedrooms and in den/family room if present.
- j. All utility meters must be installed and activated in Lessor's name in order to check functionality of systems. The US Government shall take over contracts when lease for the units becomes effective.
- k. Water must be potable and provided via an established utility company. Well water is acceptable only for yard use such as: irrigation systems, hoses, pipes etc.

## **7. Internal Details**

- a. Entrance doors to the dwelling shall be reinforced security type doors with internal frame constructed in steel with minimum 2mm thickness equipped with security lock type defender and peep hole and multiple anchoring points. Doors shall be minimum class 3 in accordance with UNI ENV 1627-30.
- b. Insect screens shall be installed on all windows, and French and/or sliding doors.
- c. Security locks/clips shall be provided for all shutters or roll down external blinds.
- d. Windows without external shutters or blinds shall have either window bars or hardened/tempered glass.
- e. All windows and French doors shall be provided with vertical blinds and child-safe locking device. The vertical blinds shall be of replaceable panels made from fire resistant/retardant fabric, attached to a single rail mechanism operated by plastic pulley fixed to the window frame which will prevent children from being able to accidentally get caught in the control cord. The vertical blinds must be of the type that allows for replacement of individual panels without replacing the whole blind and must have a neutral color approved by the Real Estate Contracting Officer. The child-safe locking devices shall have a key that will fit all child-safe devices in the entire residential complex.
- f. Typical Bathroom accessories must be installed such as: soap holder, toilet paper holder, towel holder and cabinet with mirror above sink. In addition, the ¾ bathroom will include a shower plate with shower box complete with sliding shower head with flexible hose on a vertical rail. Furthermore, in addition to the items required for the ¾ bathroom the full bathroom must include a bathtub complete with a hand shower with a flexible hose and bracket in the vicinity of the tap/faucet. All taps/faucets will be the water mixer type. All taps/faucets shall be the mixer type, with the thermostatic type being more desirable.

- g. Handrails must be installed on at least one side of stairs.
- h. Hallways and stairs shall be at a minimum width of 120cm. Bedrooms or usable attic space connected by spiral staircases are not acceptable.
- i. Electrical system shall be 6.6Kw and the circuitry divided in such a way as to allow full usage up to 6.6Kw.
- j. Ceiling light and/or wall mounted light fixtures utilizing LED energy saving bulbs shall be installed in all rooms.
- k. Kitchens shall have sufficient and adequate number of outlets to support dishwasher, range, refrigerator, microwave and other usual electrical domestic appliances. Outlets shall be both the Shucko and Italian type three prong
- l. Connections must be available for an American type washer, with 16 amp shucko type electric plug, hot and cold-water connections and drainage pipe at 75cm from floor level.
- m. Connections must be available for an American type dryer, with 16 amp shucko type electric plug and an exhaust hole of 12cm diameter to accommodate the exhaust pipe of the dryer.
- n. Telephone outlets with internal wiring must be installed at a minimum in living room, all bedrooms and den/family room if present. Lessor must also coordinate with a fixed line telephone service provider to ensure that telephone and ADSL service shall be readily available in the area when the lease becomes effective.
- o. Hard wired interconnected smoke detectors with battery backup shall be installed in kitchen, living rooms, hall ways and bedrooms.
- p. Methane gas detectors shall be installed in locations where gas is used for cooking or heating to provide maximum security.
- q. Hard wired and interconnected carbon monoxide detectors must be installed as appropriate for the type of heating/hot water and cooking devices used in the facility.
- r. Dwelling units must be fully painted, cleaned and ready for occupancy when the lease becomes effective.

## **8. Heating and Air-conditioning:**

- a. Dwelling units shall be equipped with an energy efficient heating system capable of adequate heat in all rooms. Under floor heating is acceptable; however, radiators/towel warmers must be installed in bathrooms.
- b. Air conditioning will be energy efficient and may be centralized or by split system and be capable of maintaining a 24° C temperature throughout the habitable space of the unit.

c. Sufficient thermostats must be strategically placed to enable a balanced temperature throughout the dwelling.

d. Water heating system which can provide a continuous supply of hot water to meet the needs of the number of occupants the unit is intended for. As an example, a three bedroom is 4 to 5 occupants, 4 bedroom 5 to 7 occupants and a 5 bedroom 6 to 8 occupants.

## 9. Force Protection/Site Security:

**The following requirements apply only to sites with 24 or more dwelling units. Sites with 23 or less dwelling units are not required to meet the following requirements:**

a. The perimeter of each separate and distinct location (site) shall be provided with a perimeter fence having a minimum height of 2 meters and a concrete base. It shall be provided with an automatic (remote controlled) sliding gate having a minimum height of 2 meters. The Offeror will provide 3 remote control devices for every dwelling unit located within the site.

b. The perimeter gate shall have surveillance camera coverage with all the cameras connected to the local Questura. The connection charges and annual surveillance fees shall be paid by the Offeror for the entire duration the U.S. Government has a presence within the site.

c. In the immediate vicinity of the perimeter entrance gate provide a security building, predisposed for heating, air-conditioning and stubbed utility connections.

d. Security lights shall be provided throughout the site, particularly at the perimeter entrance gate.

**e. Sites adjacent or adjoining each other will be considered a single site.**

## 10. Additional Provisions:

a. Lessors as per 10.f. below shall be responsible for upkeep to include watering of green areas and pruning of trees and shrubs.

b. Lessor must provide certificate of habitability

c. Lessor must provide certificates of compliance for electrical, heating and hot water systems. Energy certification (APE) must also be provided.

d. Lessor must provide proof of insurance for fire damage and water damage caused by flood or infrastructure failure.

e. The U.S. Government shall not be responsible for repainting the premises upon termination of the contract.

f. Lessor shall be responsible for maintaining and cleaning common areas, grass cutting of common grassed areas, irrigation of grass and plants, tree, hedge and shrubs pruning and stairwell

cleaning in multi apartment buildings. Grass will be cut as necessary to ensure a grass height of no more 7 cm.

g. At the time of consignment of dwelling units to the Government, Lessor must provide any technical manuals/instructions for installed equipment, refuse collection together with any necessary bins or keys and a calendar of pick up dates.

h. Instructions in English shall be provided for heating/air-conditioning units and where necessary for thermostats.

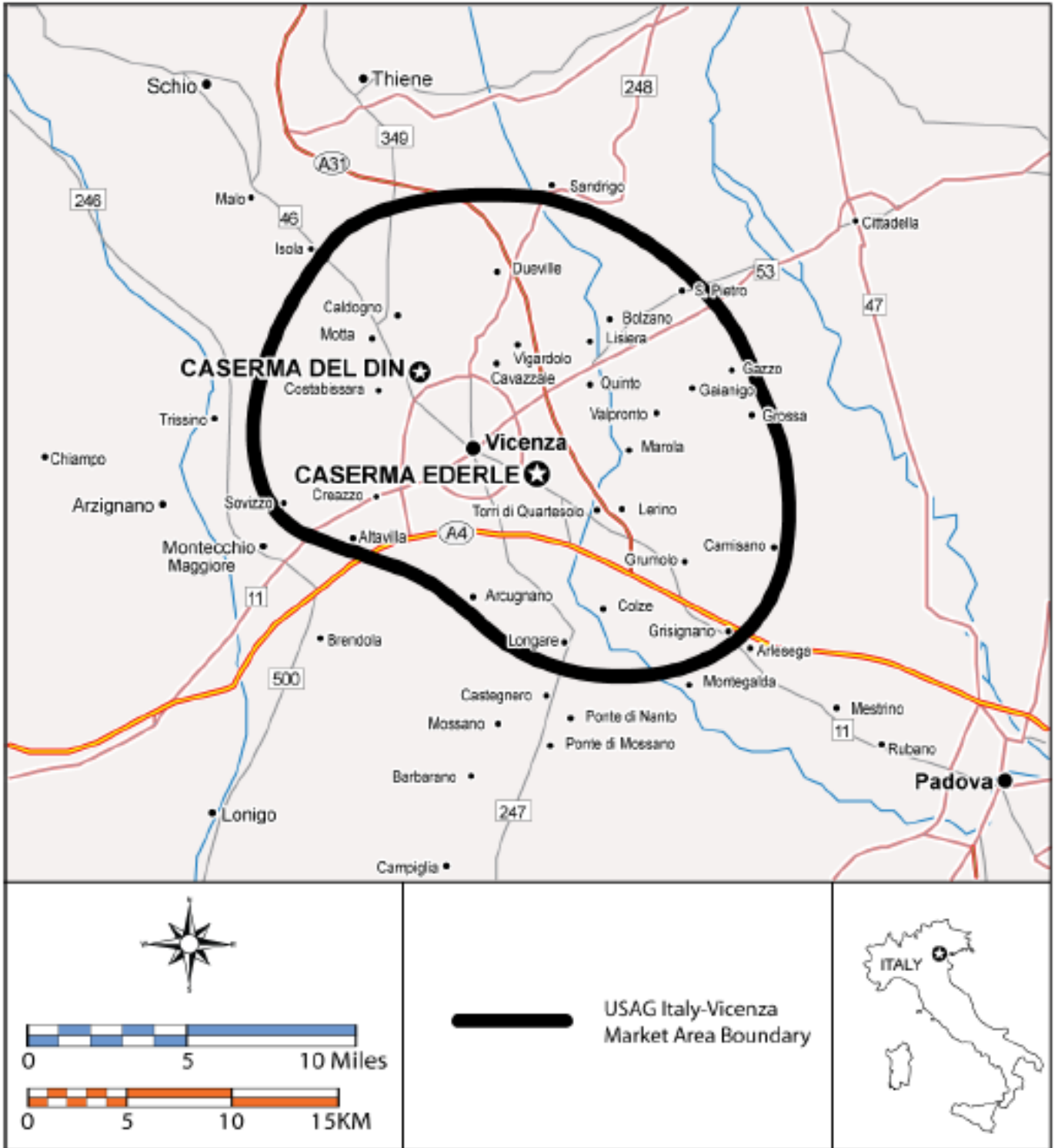
i. Lessor shall be responsible for all maintenance and repair for the first two years of the contract. After two years the Government shall assume minor (Piccola) maintenance (except any warranty issues) and the Lessor shall continue with extraordinary and ordinary maintenance (Manutenzione Straordinaria and ordinaria) and repair.

j. Lessor shall provide POC contact information for maintenance, repairs and emergencies.

k. Lessor must provide for each dwelling unit five keys for each external door and gate, one key for each internal door and two keys per unit for utility meter boxes, three remote controls for each electric gate or garage door. Where both are electric, one remote with two different frequencies shall be used. Preference is for “Keyed alike” locks in common areas to avoid multiple keys for common area access.



## 11. Market Area for Proposals



# United States Department of the Army

## United States Army Corps of Engineers - Europe District



### US Army Garrison Italy Vicenza Housing Acquisition Solicitation **With AMENDMENT No. 1**

### REQUEST FOR PROPOSAL (RFP) CENAU-RE FY-2019-01 BTL

### Appendix B Draft Agreement and Lease

**PROPOSALS ARE DUE NO LATER THAN 1500hrs,  
~~15 May~~ 4 September 2019**

ITALY REAL ESTATE FIELD OFFICE  
UFFICIO CONTRATTI IMMOBILIARI  
Via Delle Casermette 107/109, Int. 3  
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**DEPARTMENT OF THE ARMY**  
**AGREEMENT AND LEASE FOR REAL PROPERTY**

**BETWEEN**

.....

**AND**

**THE UNITED STATES OF AMERICA**

**LEASE No. DACAXXXXXXXXXXXXX**

THIS AGREEMENT AND LEASE, made this \_\_\_ day of \_\_\_\_\_, between THE LESSOR, (*full name*) \_\_\_\_\_, Fiscal Code No. ...., (*Address City, Zip, Country*) \_\_\_\_\_, (whose Agent is \_\_\_\_\_), (hereinafter called "Lessor"), does hereby lease to the UNITED STATES OF AMERICA (hereinafter called the U.S. GOVERNMENT), acting by and through its Real Estate Contracting Officer, ...(*full name of RECO*).....pursuant to delegations of authority from the Secretary of the Army, , under the authority of Title 10, United States Code, Section 2828, the described premises on the terms stated herein.

**1. LOCATION AND DESCRIPTION OF THE PREMISES.**

1.01. In consideration of the rent and the covenants stated in this Agreement and Lease, the Lessor AGREES TO HEREBY LEASE unto the U.S. Government, and the U.S. Government AGREES TO HEREBY LEASE from the Lessor, subject to satisfactory completion of the prior conditions stated herein, the following described premises: the Residential Complex consisting of ..... Dwelling Units located in the Town of ....., together with all improvements, rights, privileges, easements, appurtenances and accessories thereto specified in the Lessor's final proposal. The site is identified at the Agenzia del Territorio, Catasto Terreni (cadastral office), Ufficio Provinciale di ..... as: Town of ....., Sheet ....., Plot .....

**2. TERM.**

2.01. The present Agreement and Lease shall be effective on the date of signature hereof. The term of the Lease for the Residential Complex shall begin on the date of the U.S. Government's and Lessor's execution of a Supplemental Agreement as per Appendix "C" of the RFP for the Residential Complex, and shall be for an initial term of ten (10) years thereafter with the right of renewal as provided herein. The obligation of the United States to make payments under this lease in any fiscal year is subject to appropriations being provided for that fiscal year. Nothing in this lease shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act (31 USC 1341).

**3. RENEWALS.**

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3.01. At the end of the initial ten (10) year term of the Lease, the U.S. Government shall have the right, at its sole option, to renegotiate and renew this Lease for a maximum of two (2) additional periods of five (5) years each on the same terms and conditions as set forth herein, subject to the then fair market rental as determined by a qualified appraiser, upon provision to the Lessor of at least ninety (90) days written notice thereof before this Lease or any renewal thereof would otherwise expire. The U.S. Government shall have the right to renew the Lease for these 5 year periods separately and shall not be required to renew the additional 10 years all at one time.

3.02. The U.S. Government shall have the right to renew the Lease, in whole or in part. In the event of a partial renewal of the Lease (to renew only a portion of the entire residential Complex), the total annual Rent shall be proportional to the number of housing units remaining in the renewal. For the portion of the residential complex that is not renewed, the Lessor and U.S. Government shall follow the same procedure as indicated in sub-paragraph 4.03. regarding termination costs and settlements.

#### **4. TERMINATION.**

4.01. If the U.S. Government terminates the Agreement and Lease before construction is complete, the Lessor shall be compensated for any allowable, reasonable, and allocable costs resulting from the termination of the Lease during the construction of the housing units that were to be occupied pursuant to the Lease. Offerors/Lessors should refer to Federal Acquisition Regulation, Subpart 30.4 "Cost Accounting Standards" for information on which costs are allowable, reasonable, and allocable in U.S. Government work. The obligation of the United States to make payments under the agreement in any fiscal year is subject to the availability of appropriations. Nothing in this lease shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act (31 USC 1341).

4.02. During the initial ten (10) year term of the Agreement and Lease the U.S. Government shall not be entitled to terminate the Agreement and Lease except in the cases expressly provided for in the Agreement and Lease. If the U.S. Government is forced to abandon the Premises in compliance with a demand by the Italian Government or by reason of commencement or threat of hostilities in the territory of the Republic of Italy, the U.S. Government may terminate this Agreement and Lease by giving at least ninety (90) days prior notice in writing by registered mail to the Lessor. Unless the U.S. Government allows for additional time in the notice, the ninety (90) days notice shall be computed commencing with the day after the date of mailing. No rental shall accrue after the effective date of termination. The Lessor shall refund any advance rentals paid but unearned.

4.03. After the initial ten (10) year term of the Lease and at any time during any renewal periods thereafter, the U.S. Government may unilaterally terminate this Lease, in whole or in part, by giving at least thirty (30) days advance written notice by registered mail. Unless the U.S. Government allows for additional time in the notice, the thirty (30) days notice shall be computed commencing with the day after the date of mailing. In the event of a partial termination, the total annual rental shall be reduced proportionally by the number of housing units terminated. In the case of such an early termination, in whole or in part, of the Lease, the Lessor shall refund the U.S. Government any portion of the rent and other charges paid in advance and not earned at the time of termination of the Lease. No restoration shall be required of the U.S. Government upon termination, in whole or in part, or expiration of the Lease except for the damage caused by either misconduct, negligence, or fault of the Occupant. If the Lessor requires restoration of such damages for which the U.S. Government is responsible, it shall give written notice to the U.S. Government at least thirty days after receiving notification of the termination or sixty days prior to expiration of the Lease. Within 90 days following the termination, the Lessor shall furnish to the U.S. Government a claim with a detailed cost estimate that the U.S. Government shall evaluate and depreciate by applying an "average life" factor to each item. The parties shall then arrive at a mutually accepted solution, and enter into an Agreement stipulating a cash settlement in exchange for a full release and waiver of all claims. Under no circumstances shall the

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U.S. Government be obligated to repaint the premises upon termination, in whole or in part, or expiration of the Lease.

4.04. The Lessor agrees that it is bound to this Agreement and Lease and that it has no termination rights for the entire initial 10 year term and any subsequent renewal periods invoked by the U.S. Government in compliance with this Agreement and Lease.

4.05. Any holdover of U.S. Government occupancy of premises, in whole or in part, after expiration of the lease terms shall be considered to be a tenancy from month to month, and shall otherwise be on the same terms and conditions as herein specified subject to current fair market rental being paid for the leased premises. Such tenancy shall be terminable by either party on 30 days written notice to the other party. Should the Lessor exercise the option to terminate the lease, the current occupant shall be allowed to stay in the premises not to exceed six months or until his/her tour of duty in Italy ends whichever is less.

4.06. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the U.S. Government:

(1) Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the U.S. Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the U.S. Government elects to take such action, the U.S. Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the U.S. Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(2) The U.S. Government may terminate the Lease if:

- (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the U.S. Government, or
- (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, and such conditions substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(3) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

- (i) Circumstances within the Lessor's control;
- (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Effective Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the U.S. Government's knowledge of such matters;
- (iii) The condition of the Property;
- (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
- (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

4.07. The rights and remedies specified in this Termination clause are in addition to any and all remedies to which the U.S. Government may be entitled as a matter of law.

4.08. No restoration shall be required of the U.S. Government upon termination, in whole or in part, or expiration of this Lease Contract except for the damage caused by either misconduct, negligence, or fault of the occupant. Within 90 days following the termination, the Lessor will furnish to the U.S. Government a claim with a detailed cost estimate that the U.S. Government will evaluate and depreciate by applying an “average life” (normal depreciation) factor to each item, except as noted in Annex A, Paragraph A12.05. The parties shall then arrive at a mutually accepted solution, and enter into an Agreement stipulating a cash settlement in exchange for a full release and waiver of all claims (Settlement and Release). Under no circumstances shall the U.S. Government be obligated to repaint the premises upon termination, in whole or in part, or expiration of the Lease Contract.

**5. CONSTRUCTION OF IMPROVEMENTS.**

5.01. The Lessor shall not be entitled to receive from the U.S. Government and the U.S. Government shall not be obligated to pay the Lessor any monetary consideration for the construction of the Improvements contemplated in this Agreement and Lease. It is understood by the parties hereto that such Improvements shall be and shall remain property of the Lessor for the duration of this Agreement and Lease and any renewals thereof. The Lessor further understands and agrees that the Lessor’s construction and completion of the Improvements is a precedent and material condition of any and all obligations assumed by the U.S. Government hereunder this Agreement and Lease.

**6. RENTAL CONSIDERATION.**

6.01. Rent: During the initial ten (10) year term of the Lease, the U.S. Government shall pay the Lessor a fixed annual Rental of €..... (consisting of €...../year for Basic Rent and €...../year for Reimbursements), subject to availability of funds, which amount corresponds to €....., per Dwelling Unit per year regardless of the number of bedrooms, paid in advance with semi-annual installments beginning on the date the Residential Complex is accepted by the U.S. Government. Rental payments shall be made by electronic bank transfer (bonifico bancario) payable to the Lessor at:

Lessor/Holder of the Account: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Name of Bank: \_\_\_\_\_  
International Bank Account Number (IBAN): \_\_\_\_\_  
Bank Identification Code (SWIFT Code): \_\_\_\_\_

6.02. Price Adjustment: The total annual Rent (Basic Rental and Reimbursements) will be negotiated for all renewal periods. The U.S. Government’s initial lease renewal offer to the Lessor must be an amount that is equal to fair market rent at the time of the renewal.

6.03. Partial Termination: In the event of a partial termination, the total annual Rent shall be reduced proportionally to the number of housing units terminated

6.04. Invoices: The Lessor shall furnish an original invoice for the rental and other charges to the Italy Real Estate Field Office, Attn: CENAU-RE-I, Unit 31401 Box 86, Caserma Carlo Ederle, Viale della Pace, 36100 Vicenza, Italy. The invoice shall include the name and address of the Lessor, the name and address of the bank, and the International IBAN and BIC/SWIFT coordinates of the Lessor’s bank account, and an itemized list of all charges. The original of each invoice shall be signed by the Lessor or his duly authorized representative and shall include the following certificate in English:

“I certify that this invoice is true and correct, that payment thereof has not yet been made and that the amount does not include the Added Value Tax (IVA) because this transaction is not subject to the IVA tax in accordance with Article 72 of Presidential Decree No. 633 of 26 October 1972. I also certify that

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the amount of this invoice is exclusive of all other taxes and duties from which the U. S. Government is exempted by virtue of any tax agreement between the United States Government and the Italian Government.”

6.05. Rental Payment: With the exception of the first and final rental payments which may differ, all other rental payments shall be paid semi-annually (starting 1 October and 1 April), subject to availability of funds. The U.S. Government agrees to make Rental payments within 30 days from the start date of the period it refers to, and upon submission of an invoice to be presented prior to the beginning of the rental period which shall be described in the subsequent Supplemental Agreement accepting delivery of the site. In the event the invoice is presented after the beginning of the rental period, the 30 days for payment shall be calculated starting from the day following the presentation of the invoice. Rents shall be considered to be paid on the date an electronic transfer of funds is initiated by the U.S. Government’s designated paying agent.

## **7. AGREEMENTS WITH U.S. GOVERNMENT OCCUPANTS PROHIBITED.**

7.01. Separate agreements, whether oral or written, regarding the leased premises between the Lessor and the U.S. Government’s occupant, members of his family, or any other person on their behalf are strictly prohibited and shall constitute a breach of a substantive provision of this lease agreement by Lessor, without the written approval of the U.S. Government.

## **8. AUTHORITY.**

8.01. Only a Real Estate Contracting Officer, or his/her duly authorized representative, has authority to enter into, administer, or terminate this agreement and make related determinations and findings. Without express Real Estate Contracting Officer authority, no agreement or related action associated with this Lease is binding on the U.S. Government.

## **9. REGISTRATION AND TAXATION.**

9.01. This Agreement and Lease is, and subsequent modifications and renewal thereof shall be, drawn on plain paper and shall be registered by the Lessor, if so required, with any taxes and duties to be paid by the Lessor as in the spirit of the Memorandum of Agreement between the Italian Government and the United States Government dated 5 March 1952 and subsequent provisions. If, for any reason, the “Ufficio del Registro” requests the payment of the registration tax and/or the payment of a monetary burden and/or surtax due to the non-registration or to a late registration of the Agreement and Lease, or of subsequent modifications and renewal, or non-payment, the Lessor shall be held solely responsible for the above mentioned payments and/or any other related payment. If for any reason similar requests for payment are presented to the U.S. Government, the U.S. Government shall have the right to deduct the paid amount from the rent due under the terms of the Lease. This Agreement and Lease, and subsequent modifications and renewal thereof, is exempt from payment of Value Added Tax (Imposta sul Valore Aggiunto I.V.A.) and stamp tax for either execution or registration in accordance with Article 72 of D.P.R. No. 633 of 26 October 1972 for the United States of America, or on its behalf for any tax, duty or other public charge.

9.02. The Lessor accepts full and sole responsibility for the payment of all taxes and other charges of a public nature which may arise in connection with this lease or which may be assessed against the demised premises. This includes, but not limited to, registration of the lease and payment of relative charges, road access tax, TASI to include the Governments’ portion, TARI, and IMU.

9.03. The Lessor warrants that the rental charges do not include any tax, duty, patent royalty or similar charge which the U.S. Government and the Lessor's Government have agreed shall not be applicable to

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expenditures in the Lessor's Country by the United States or any tax, duty, or similar charge from which the Lessor is exempt under the laws of the Lessor's Country. If any such tax, duty, or similar charge has been included in the lease through error or otherwise, the lease rates shall be correspondingly reduced.

**10. EXCLUSIVE USE.**

10.01. The premises are to be used by members of the U.S. Forces. The Lessor shall not interfere with nor restrict the U.S. Forces in the peaceful use and enjoyment of the leased premises, nor shall the Lessor erect any fence, wall, partition, or any construction upon the leased premises, except as otherwise agreed to by the U.S. Government.

**11. RIGHT OF INSPECTION BY LESSOR.**

11.01. Upon prior request, the Lessor or his agent shall be authorized to inspect the premises at reasonable hours.

**12. LANGUAGE PRECEDENCE.**

12.01. This Agreement and Lease is executed only in the English language, which shall prevail.

**13. ANNEXES.**

13.01. The following Annexes, containing various general provisions of this Agreement and Lease, are hereby incorporated into this Agreement and Lease and are made a part hereof to the same extent as if they were contained in the body hereof.

- (1) ANNEX "A" - GENERAL PROVISIONS
- (2) ANNEX "B" - PRIOR CONDITIONS TO BE SATISFIED BY THE LESSOR
- (3) ANNEX "C" - MAINTENANCE SPECIFICATIONS
- (4) ANNEX "D" - CADASTRAL DRAWING
- (5) ANNEX "E" - LOCATION/GENERAL SITE PLAN/PHOTOGRAPHS
- (6) ANNEX "F" - ENERGY PERFORMANCE CERTIFICATE (APE)
- (7) ANNEX "G" - JOINT INVENTORY AND CONDITION REPORT

**14. MODIFICATION.**

14.01. No change or modification of this Agreement and Lease shall be effective unless it is in writing and signed by both parties to the Agreement and Lease.

**15. EXECUTION.**

15.01. IN WITNESS WHEREOF, the parties hereunto subscribed their names on the date above written.

IN THE PRESENCE OF:

\_\_\_\_\_  
LESSOR

\_\_\_\_\_  
THE U.S. GOVERNMENT

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS



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**ANNEX A**  
**GENERAL PROVISIONS**

**A1. NOTICE.**

A1.01. Any notice under the terms of this lease may be given by "Certified/Registered Mail - Return Receipt Requested" or any other appropriate method, and delivery, or attempted delivery shall be deemed notice under the terms of this lease. Any notice given by the U.S. Government to the Lessor, or his Agent, shall be addressed to:

Name of Lessor: .....  
Address: .....  
.....  
Telephone No.: .....  
Fax. ....  
E-mail: .....

Any notice given by the Lessor to the U.S. Government shall be addressed to:

ITALY REAL ESTATE FIELD OFFICE  
Attn: CENAU-RE-I,  
Unit 31401 Box 86,  
Caserma Carlo Ederle,  
Viale della Pace, 36100 Vicenza, Italy,  
Email: [ItalyRealEstateFieldOffice@usace.army.mil](mailto:ItalyRealEstateFieldOffice@usace.army.mil)

However, services of process to the Government must be made according to international law, either through diplomatic channel or according to The Hague Convention of 15 November 1965 on the service abroad of judicial and extrajudicial documents in civil or commercial matters.

A1.02. The Lessor, by written notice to the U.S. Government, will furnish notification of any change of address, bank references, ownership of property, name of new Lessor or line of succession. Such notice shall be provided at least 15 days prior to said change. If the Lessor fails to provide such notice, the U.S. Government shall not be liable for any rental paid to the Lessor and/or agent herein specified until such notice is provided and acted upon by the U.S. Government with a Supplemental Agreement to the Lease Contract.

A1.03. Said notice shall be computed commencing with the day after the date of mailing.

**A2. WARRANTY OF RIGHT TO LEASE THE PREMISES.**

A2.01. The Lessor warrants that it has the right to lease the premises. If the title of the Lessor shall fail, or should it be discovered that he could not lease the Residential Complex, the U.S. Government may void the Agreement and Lease. In the event that the title of the Lessor shall fail and the U.S. Government shall be obliged to vacate the premises, the Lessor, his heirs or assigns agree to indemnify the U.S. Government for all loss, damage, liability or expenses incurred by reason of such failure.

**A3. LIENS OR SALE.**

A3.01. In the event the Lessor contemplates executing a mortgage on the premises covered by this Agreement and Lease, or any renewal thereof, it is agreed that the Lessor shall obtain an agreement from

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the Mortgagee that the mortgage shall be subject to the terms of this Agreement and Lease, or any renewal thereof; and the Lessor further agrees that if any other liens are placed against the Premises, agreements shall be obtained from the lien holders that the liens shall be subject to this Agreement and Lease, or any renewals thereof.

A3.02. The Lessor shall not convey, transfer, assign, sell, or otherwise dispose of its interests in the premises to another party without the prior written approval of the U.S. Government, which approval shall not be unreasonably withheld.

#### **A4. ASSIGNMENT OF CLAIMS.**

A4.01. No claims for moneys due or to become due shall be assigned by the Lessor unless assigned to a financial institution participating in financing related to this Agreement and Lease and approved in writing by the U.S. Government, such approval not to be unreasonably withheld.

A4.02. Any assignment of moneys due under this Agreement and Lease shall be limited to the annual Rent reserved under paragraph 6 herein and shall cover all such amounts payable and not already paid. An assignment shall not be made to more than one party except that any such assignment may be made to one party as agent or trustee for two or more parties participating in financing related to this Agreement and Lease. Notice in writing of any assignment shall be given by the Lessor to the U.S. Government and shall specify the name and address of the assignee which shall furnish a true copy of the instrument of the assignment to the U.S. Government, at least thirty days prior to the date of presentation of any document against which payment would be then due. The Lessor hereby acknowledges that having made such Assignment, for so long as such Assignment continues, shall have no claim for moneys so assigned and payment to the Assignee shall fully discharge the U.S. Government's obligation to pay such moneys and any Assignment shall continue in full force and effect until such time as the Assignee notifies the U.S. Government that the Assignment is at an end.

#### **A5. LESSOR'S SUCCESSORS.**

A5.01. The terms and provisions of this lease and the conditions herein shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns. The Lessor warrants that it/she/he is the rightful and legal owner of the leased property and has the legal right to enter into this lease. If the title of the Lessor shall fail, or it be discovered that the Lessor did not have authority to lease the property, this lease shall immediately terminate. The Lessor, Lessor's heirs, executors, administrators, successors, or assigns agree to indemnify the U.S. Government by reason of such failure and to refund all rentals paid and other related costs.

#### **A6. MAINTENANCE AND REPAIRS.**

A6.01. The Lessor shall at all times maintain the housing units and the Residential Complex in good repair and tenantable condition during the term of the Lease and any option period contained herein, to include the structural maintenance and repair of the housing units and infrastructure of the Residential Complex, including but not limited to, electrical, heating, mechanical and plumbing systems, as well as walls, roofs, and floors of the units, at no additional cost to the U.S. Government. The Lessor covenants and agrees to begin any necessary structural maintenance or repair within (5) five working days after notification of any defect by the U.S. Government. With provision of notice to the Lessor, the U.S. Government may elect to perform any required work upon the failure of the Lessor to initiate work within (5) days or accomplish the work within a reasonable time. All costs, to include a 20% fee for administrative costs, incurred by the U.S. Government in performing structural repair or maintenance upon the Lessor's failure to do so shall be reimbursed to the U.S. Government within (30) days after completion of the work or be set off from rents due under this Lease.

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A6.02. The U.S. Government and Lessor shall accomplish a joint annual inspection of the property and vacant units on a date agreeable to both parties. The purpose of the joint inspection shall be to ascertain the condition of the units, the level and appropriateness of maintenance and repair, and any technical issues related to the safety, security, and structural soundness of the Lessor's property.

A6.03. Notwithstanding any other provisions of this Agreement and Lease, the Lessor shall be responsible during the initial term of the Lease and any renewal thereof for all ordinary and extraordinary maintenance (Manutenzione Ordinaria and Straordinaria) and repairs to the leased Premises at no additional cost to the U.S. Government unless the need for maintenance or repair is due to fault or negligence of the U.S. Government. The Lessor must complete all non-emergency maintenance and repairs within 10 days or negotiated timeframe from the date notice is given by the U.S. Government. Examples of extraordinary maintenance include, but are not limited to, the following items:

- (1) In general all repairs necessary to insure the stability of walls and vaults.
- (2) Replacement of beams, replacement or repairs to roofs, ceilings, stairs, floors, enclosure walls or structural walls (including but not limited to earthquake damage).
- (3) Replacement of loose or falling roof or wall tiles.
- (4) Replacement of leaking water pipes in walls or pavement.
- (5) Repair of leaking roofs or walls.
- (6) Replacement of hot water heaters, when beyond repair.
- (7) Repair and/or replacement of major defects in heating, air-conditioning and electrical equipment such as but not limited to deteriorated boilers, burned motors, transformers, or burners.
- (8) Landscaping of gardens (planting of trees, bushes, and seeding of lawns) at the beginning of tenancy.
- (9) Exterior painting of housing units. Complete painting when required, as determined by the U.S. Government, approximately every five (5) years.
- (10) Repair of sanitary and storm drainage systems, and repair of potable water distribution systems.
- (11) Repair of roads, sidewalks and gates.
- (12) Repair or replacement of components of facilities damaged by fire, storm, or other disaster
- (13) Repair or replacement of utility systems

A6.04. The Lessor shall be responsible for and perform, all U.S. Government-related ordinary (manutenzione ordinaria) maintenance, repairs, replacements and redecorations required to the leased Premises. Work includes but is not limited to partial replastering, repair of gutters and downspouts and repair utility systems and sanitary fixtures.

A6.05. During the initial 2 years of the initial 10 year term the Lessor shall be responsible to perform all minor maintenance and repairs (piccola manutenzione), irrespective of the provisions of Article 1609 of the Italian Civil Code. After the initial 2 years of the 10 year term of the Lease, during which the Lessor is responsible to perform all maintenance and repairs, the U.S. Government shall assume the responsibility for the minor maintenance (piccola manutenzione), per Art. 1609 of the Italian Civil Code)

A6.06. In the event of emergency maintenance or repairs the U.S. Government may, at its election, either perform the emergency maintenance and repairs and recoup the costs from the Lessor or notify the Lessor of the emergency and require the Lessor to perform the necessary work. All emergency maintenance or repairs performed by the Lessor will be completed within 72 hours from the time of

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notification. Emergency maintenance or repairs consists of correcting failures or deficiencies, which constitute an immediate safety issue, health hazard, risk of property damage, or threat to the environment, including but are not limited to:

- (1) Failure of heating system to maintain specified temperature.
- (2) Failure of hot water system.
- (3) Inadequate or no water pressure.
- (4) Leaking water pipes.
- (5) Blocked or leaking drains.
- (6) Electrical failure on the premises.
- (7) Force Protection/Security issues, such as problems with the perimeter fence, perimeter gate, security cameras and/or illumination.

A6.07. Should the Lessor fail to provide the necessary maintenance, repairs, replacements, rehabilitation and restoration as set forth herein, the U.S. Government, at its own option, may avail itself of the remedies or other means of redress specified in this Agreement and Lease, including but not limited to, performing such services or making such repairs, replacements, rehabilitation, maintenance and/or redecoration at its own cost, and deducting the full amount plus a 20% fee for administration thereof out of any rents that may then or thereafter become due with respect to the Premises or any portion thereof.

A6.08. Repairs resulting from U.S. Government damage and not covered by the insurance required under paragraph A13 hereafter shall be performed by Lessor if requested by the U.S. Government and reimbursed by the U.S. Government. Should the U.S. Government request the Lessor to repair the damage, the Lessor must first provide an estimated cost for the work, which must be approved in advance by the Real Estate Contracting Officer prior to starting the repair. Upon completion of such works the Lessor shall submit a written request for reimbursement (in original and three copies) to the address specified in sub-paragraph A1.01 hereof. The Lessor shall not be required to furnish or replace clothes washers, clothes dryers, dishwashers, stoves and refrigerators, such furnishing and replacement to be effected by the U.S. Government at its own option, and title to such clothes washers, clothes dryers, dishwashers, stoves and refrigerators shall remain with the U.S. Government.

A6.09. The Lessor shall be responsible for purchasing and storing items required to perform repairs.

A6.10. All items determined non repairable by the Lessor shall be disposed of in accordance with Italian national and local laws, policies and procedures.

A6.11. The Lessor shall identify the Designated Representative responsible for the performance of the maintenance and repair work by name and in writing to the Real Estate Contracting Officer. This designated representative shall have full authority to act for the Lessor on all matters relating to maintenance and repairs required by this Agreement and Lease. The Lessor shall provide email and telephone contact data for all authorized representatives. Lessor representatives shall ensure that an adult (18 years or older) is present before entering the premises.

A6.12. The Lessor shall ensure that all personnel performing maintenance and repair services conduct themselves in such a manner as to not constitute a potential threat to health, safety, security, and general well-being of dwelling unit sites population or unit occupants. Lessor personnel shall not use offensive or indecent language or gestures, indecent clothing or be disrespectful in any manner.

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A6.13. The Lessor shall perform all work on the Residential Complex of this Agreement and Lease using only qualified trade specific personnel in accordance with Italian national and local trade codes. All work shall be performed to Italian standards, building codes, and laws.

A6.14. Italian general and work type specific safety standards in effect and as imposed from time to time by Italian laws and directives and industry standards shall be observed by the Lessor. All work in the Residential Complex shall be performed in a manner that preserves the safety and well-being of workers and occupants.

A6.15. The Lessor shall be responsible for exercising manufacturer and contract warranties and maintaining the documentation in the facility file. A warranty shall be provided on all parts/labor accomplished herein.

A6.16. If at any time during performance of service calls, or any requested repair or maintenance the Offeror suspects occupant damage, the Lessor shall notify the Real Estate Contracting Officer or his authorized representative immediately to verify suspected occupant damage. The Real Estate Contracting Officer shall validate suspected damage, and inform the Lessor on methods of reimbursement for needed repairs. If requested by the Real Estate Contracting Officer or his authorized representative, the Lessor shall provide a written cost estimate for repairs within two workdays for validated occupant damages.

## **A7. GROUNDS MAINTENANCE**

A7.01. Grounds shall have grass between 4 to 7 cm. in height. Hedges and shrubs shall be uniform in shape, and trimmed. Trees and plants shall be pruned and trimmed to a uniform shape. All vegetation shall be well preserved through watering and fertilization at regular intervals determined by the type of plant or grass and seasonal conditions. Holes and depressions shall be leveled and seeded.

A7.02. General Yard Maintenance. Grounds shall have been mowed, edged and free from weeds or debris. Exterior walls shall be cleaned/painted to repair damage and stains. Grass within the private yard of individual housing units shall be maintained (mowed, watered, fertilized, etc.) by the occupant.

A7.03. Street Sweeping of Private Roads: The Lessor shall ensure periodic street sweeping (minimum 2 times per month) is provided to remove debris, especially in fall and winter months and following any wind, hail, snow, or heavy rain storms. Furthermore, the Lessor shall be responsible to perform anti-icing, de-icing, plowing and removal of ice and snow of the private roads.

A7.04. Common Areas. The Lessor shall ensure that all common areas, not in exclusive use to any one particular dwelling unit, is well maintained and clean, particularly in fall and winter months and following any wind, hail, snow, or heavy rain storms.

## **A8. RECURRING MAINTENANCE**

A8.01. The purpose of this requirement is to ensure that all the listed items below are operational at all times and can be continuously utilized for their intended purpose at their designated capacity and efficiency through periodic inspection, maintenance and service, repair or replacement. All deficiencies, along with the corrective action shall be recorded in the pertinent facility folder. All work shall be completed within the time frames specified in sub-paragraph A8.06. Recurring maintenance program schedules shall receive the approval of the U.S. Government or its designated representative at least 30 days prior to commencement of services. The Lessor shall be responsible for scheduling recurring maintenance with unit occupants at the occupant's convenience. The following systems and components shall have specific individual plans and schedules:

A8.02. Air-Conditioning Units, Heating Units and Gas Systems. The Lessor shall perform cleaning of the air-conditioning units and the heating units as required by the most current Italian codes and standards to include clean/replace filters, replenish refrigeration gas/liquids, burners, exhaust fume checks, etc. Air-conditioning units and heating units shall be adjusted to be compliant with pollution prevention and energy conservation directives dictated by most current Italian codes and laws. The Lessor shall perform annual cleaning (to include fumes control) and adjustment of heating unit/hot water tank prior to the beginning of each heating season, as required by Italian safety norms, and shall perform the maintenance and repairs of the units. Furthermore, the Lessor shall perform annual cleaning of the air conditioning units in accordance to the requirements of the manufacturer, as a minimum once a year prior to the beginning of the summer season, and shall perform the maintenance and repairs of the units. All work shall be performed to Italian codes, industry standards, and laws.

A8.03. Gutters, Down Spouts and Storm Water Drainage Systems. The Lessor shall annually inspect and clean all gutters and drainage systems including vertical pipes on building sides. Remove leaves and debris and any other foreign matter to ensure proper drainage.

A8.04. Sewage System. Inspect and clean annually (or as required) sewage septic tanks, sewage inspection manholes, IMHOF, grease condensation tanks and pipes to assure proper operation and prevent sewage stoppage.

A8.05. Photovoltaic and Solar Units and Systems. The Lessor shall clean (minimum once a year), maintenance and repairs, and ensure maximum efficiency of the photovoltaic and solar panels and systems as dictated by the manufacturer and by the most current CEI norms, and Italian codes and laws. All work shall be performed to Italian codes, industry standards, and laws.

A8.06. RECURRING MAINTENANCE SCHEDULE:

ITEM	SERVICE	SCHEDULE
Air-Conditioning, Heating, Hot Water Systems	Cleaning, Calibration	As Required (Minimum Annually)
Heating Systems	Exhaust Fumes Check	Bi-Annually
Roof Gutters, Down Spouts and Storm Water Drainage Systems	Inspect, Clean, Remove Debris	As Required (Minimum Annually)
Ground Maintenance	Cut, Mow, Trim, Water	As Required
Septic and Sewer Systems	Inspect, Clean	As Required (Minimum Annually)
Photovoltaic & Solar Systems	Cleaning, Calibration, Repairs	As Required (Minimum Annually)
Smoke/CO/Gas Detectors	Inspect	Semi-Annually

Force Protection/Security Items Perimeter Fence and Gate (including motor), Security Lights and Cameras	Inspect, Clean, Calibration, Repairs	As Required (Minimum Semi-Annually)
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**A9. SECURITY**

A9.01. The Lessor shall be responsible for safeguarding the dwelling units during performance of required work. The work area shall be kept secured at all times.

A9.02 Key Control: When in possession of keys for maintenance, the Lessor is responsible for key control. The Lessor shall establish key control procedures that ensure all keys are accounted for and that prevents unauthorized duplication of keys. The Lessor shall provide keys to the U.S. Government as indicated in Appendix A to the RFP. The Lessor is responsible for the security of the dwelling unit and all contents and conditions while in possession of the unit during service call, particularly if the dwelling unit is unoccupied. Lost keys or unauthorized duplication of keys represent a serious threat to the integrity of the unit or its occupants. The Lessor shall be responsible for any work and associated costs determined necessary by U.S. Government law enforcement experts rendered to eliminate or decrease the potential threat.

A9.03. Personnel Identification and Service Appointment: All personnel of the Lessor shall be in possession of valid recognized Italian identification documents as well as an Lessor provided identification document. Lessor provided identification shall include a laminated identification card clearly visible and attached to the outer clothing of the personnel. The identification shall include a recent color photograph, company name, employee name, and telephone number of the employer for the occupant to call and verify identification. All personnel needing access to dwelling units shall present both identification documents to occupants when responding to service calls or for the performance of maintenance and repairs. The Lessor shall also implement an appointment system whereby the unit occupants are informed of the names of responding personnel and estimated date and time of arrival. Lessor personnel shall enter dwelling units only if an adult (18 years old or older) is present

**A10. EQUIPMENT, UTILITIES, RATES, CHARGES, ASSESSMENTS.**

A10.01. The Lessor shall provide all work and equipment required to connect each individual Dwelling unit to Lessor's plant or public utility in accordance with the Offeror's/Lessor's proposed and approved Final Drawing and Specifications as provided for in Annex B. The Lessor shall pay and discharge all local taxes and assessments incidental to utilities connection. The Lessor shall be responsible for the operation, maintenance and repair of all potable and non-potable water supply treatment and distribution systems and sewage collection and treatment systems and shall bear all costs related thereto. Electrical energy and water required for operation of sewage and water systems shall be metered separately from the Dwelling Units and Lessor shall at all times bear all consumption costs thereof. The Lessor shall meet the requirements of Italian Law 319 of 10 May 1976 and following modifications for sewage treatment. Also, the Lessor shall meet the requirements of Italian Public Health Standards for potable water.

A10.02. At all times, sewage collection, treatment and disposal service shall be provided by the Lessor at no cost to the U.S. Government. A suitable garbage and recycling collection point for each individual dwelling unit shall be designated for pickup per Annex B and C. Refuse/garbage and recycling collection and disposal service shall be provided by the Lessor. Garbage and recycling disposal shall be performed by the Lessor away from the Premises and in compliance with local laws, at no additional cost for the U.S. Government. The U.S. Government shall pay directly to the supplier all consumption charges for the supply

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of potable water, telephone service, heat, gas, electricity, oil or other forms of power or fuel to the family housing units. If water is provided by the Lessor from his own treatment plant on site, the price of such water shall not exceed the price of water provided by local public utilities in the area.

A10.03. The Lessor shall provide at its own expense in coordination with and through the telephone and broadband service provider(s) for the connection of each dwelling unit to the Italian Telephone and broadband network(s). The payment of connection charges and of individual unit telephone and broadband connection and utilization charges shall be paid by the dwelling unit occupants.

A10.04. The Lessor, at its own cost and expense, is totally responsible for providing, operating and maintaining an electrical and natural gas distribution systems to serve the individual Dwelling Units in accordance with Annex B and C, through coordination with the appropriate utility company and/or its consultants, including the complete systems, in accordance with the utility company and other standards as established by local authorities. Connection charges as defined and required by the utility company in accordance with applicable CIP provisions for a medium voltage and natural gas master metered service to the Leased Premises shall be paid by the Lessor. Specifically, the utility charges shall be determined consistent with the utility demands estimated for the project. Electricity, water, and Natural Gas consumption charges for the Dwelling Units shall be paid by the U.S. Government directly to the utility company under a contractual agreement with the U.S. Government. Water consumption for irrigating and cleaning of the common areas shall be paid for by the Lessor.

A10.05. Prior to the acceptance, by the U.S. Government, of the Residential Complex/premises the Lessor shall ensure that all the required gas meters of the firm (selected by the U.S. Government) supplying the gas are installed and opened, in the Lessor's name, and shall ensure all the tests and certificates of compliance have been executed and deposited. The U.S. Government shall ensure the gas supply contracts are transferred to the U.S. Governments name prior to utilizing the premises.

A10.06. Prior to the acceptance, by the U.S. Government, of the Residential Complex/premises the Lessor shall ensure all utility connections (water, gas, sewer and electricity) are completed and connected to the distribution system of the firms providing the service. In the event the U.S. Government is unable to obtain all the utilities contracts by the start date of the Lease contract, the start date of the 10 year term shall be shifted to reflect the date the U.S. Government has obtained the utilities contracts.

A10.07. The Lessor warrants that the mechanical equipment and utilities shall be maintained in good serviceable and operating conditions. In particular the Lessor warrants that the heating system of the leased premises shall be, at the moment of delivery, adequate and sufficient to maintain a 22 degrees C. temperature. If the heating, air-conditioning, domestic hot water, electric, water or gas systems prove to be inadequate during the term of the Lease and subsequent renewals, the Lessor agrees to correct the deficiencies at his expense. Furthermore, the Lessor warrants the mechanical equipment, utilities and their respective systems comply with present Italian safety norms. Should these norms be changed or modified the Lessor shall, at its expense, do whatever is necessary to comply with the new norms.

#### **A11. RESPONSIBLE PARTY.**

A11.01. The Lessor shall not be responsible or liable for injuries to persons or damage to personal property when such injuries or damage are caused by or result from the U.S. Government's use of the premises under the terms of this agreement and are not due to the negligence of the Lessor, its representatives, or assigns.

A11.02. The U.S. Government shall not be liable for any loss, destruction or damage to the leased premises that is not a direct result of the U.S. Government's or its authorized occupant's negligent use of the leased premises, including but not limited to acts beyond the control of the U.S. Government, including, but



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not restricted to, fire, wind, lightning, storm, acts of God, tempest, explosion, aircraft impact, riot, civil commotion, bursting or overflowing of water tanks, apparatus or pipes, flood, unusually severe weather, labor disturbances, theft, vandalism and other malicious damage. The U.S. Government's liability under this clause may not exceed appropriations available for such payment and nothing in this agreement shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act, 31 U.S.C. 1341, as amended. The provisions of this clause are without prejudice to any rights the Lessor may have to make a claim under applicable laws for any other damages than provided herein.

## **A12. DAMAGES.**

A12.01. If, during the term of the Lease, the premises be destroyed by fire, become unfit for occupancy for any reason whatsoever, or any other casualty, the Lease may be immediately terminated at the option of the U.S. Government upon written notice. In that event, the Lessor shall refund the U.S. Government any portion of the rent and other charges paid in advance and not earned at the time of termination due to destruction. If, however, the premises be partially destroyed or damaged by fire, become unfit for occupancy, or any other casualty, this Lease may be terminated at the option of the U.S. Government upon written notice. If not terminated, the rent shall be reduced proportionally by supplemental agreement effective from the date of such partial destruction or damage and the Lessor shall at his expense repair the premises as soon as possible.

A12.02. Upon vacating the premises, a final joint inspection and condition report shall be conducted. Upon written notice, the Lessor may request compensation for damage that exceeds reasonable wear and tear. However, all such damage claims must be documented by the Lessor in the final joint inspection and condition report. The referenced notice shall be delivered to the U.S. Government no later than 90 days after termination of this lease.

A12.03. The U.S. Government shall not compensate either physically or by payment in lieu thereof: 1) reasonable wear and tear; 2) damage by acts of nature; 3) any alterations, or damage thereto, which the Lessor installed, otherwise consented to in writing, or for which Lessor has already been compensated; 4) the paint of the demised premises, when the U.S. Government has possessed the leased premises for one or more years prior to the date of termination; or 5) damaged items for which there is no remaining depreciable life.

A12.04. In the event compensation is warranted, the U.S. Government shall pay to the Lessor a sum of money that represents the damage to an item that exceeds reasonable wear and tear, while also taking into account the item's remaining depreciable life. Regardless of the amount required by the Lessor to repair or replace the damaged item, said payment to the Lessor shall be reduced for 1) reasonable wear and tear and 2) the normal depreciation of said item. If there is no remaining depreciable life in the damaged item, Lessor shall not be entitled to any sum of money or other form of compensation. If commercially feasible, the Real Estate Contracting Officer may require up to three estimates of damages to support the Lessor's damage claim.

A12.05. Unless the Lessor offers contrary evidence at the time of execution of the Lease, and the U.S. Government affirmatively accepts an alternative depreciation schedule, all items within the demised premises, to include flooring, and appliances, are subject to a ten year straight line depreciation schedule, with the exception of paint (one year).

A12.06. The U.S. Government will make every effort to effect the return of key(s) to the Lessor on or before the date of expiration or termination of this lease.

A12.07. The U.S. Government shall not be liable for further payment of rent beyond the date of termination or expiration for any reason, including due to key(s) not returned to the Lessor

### **A13. INSURANCE.**

A13.01. During the term of this Agreement and Lease, and all renewals thereof, Lessor shall carry on the leased premises insurance coverage, with a reputable insurer, against the risks enumerated above and also covering liability in case of personal injury or death, in an amount and variety as sufficient and customary for the purposes insured and shall ensure that the interests of the U.S. Government are endorsed on the policy of insurance. In respect to insurance carried by Lessor on the leased Premises, each policy of insurance so carried by Lessor shall contain an endorsement providing that there shall be no subrogation against the U.S. Government, U.S. Government's officers, employees, families and dependents, agents or others occupying said leased Premises or acting on U.S. Government's behalf. In no circumstances shall the Lessor be entitled to assign to any third party any rights of action which Lessor may have against the U.S. Government or U.S. Government's officers and employees, families and dependents, agents or others occupying said leased Premises or acting on U.S. Government's behalf, and any such assignment or purported assignment is hereby declared to be null and void ab initio. As for common areas, recreation areas and playgrounds the Lessor shall define in advance if these areas shall be private for the exclusive use of the U.S. Government, or the general public. If common areas shall be for public use, the Offeror shall define in advance who shall be responsible to maintain such areas, liability to the U.S. Government, liability insurance to be provided by the Offeror.

### **A14. ADDITIONS AND ALTERATIONS.**

A14.01. Upon written approval of the U.S. Government, the Lessor may make additions and alterations of the leased premises. This shall be accomplished by supplemental agreement.

A14.02. Upon written approval of the Lessor, which shall not be reasonably withheld, the U.S. Government may make additions, alterations, or improvements and attach fixtures or signs in or upon the leased premises. These additions, alterations, improvements, fixtures, or signs shall be considered as personal property and shall remain the property of the U.S. Government and may be removed or otherwise disposed of by the U.S. Government upon expiration or termination of the Lease. In this case, Art. 1592 of the Italian Civil Code shall also apply. The U.S. Government shall have the right to request the Lessor to perform the above mentioned works. Methods, timing and estimated costs to perform such works shall be agreed upon in advance by the Lessor and the U.S. Government or their representatives. Upon completion of such works the Lessor shall submit a written request for reimbursement (in original and three copies) to the address specified in sub-paragraph A1.01. of the Agreement and Lease hereof.

### **A15. ACCESS TO PROJECT SITE.**

A15.01. The Lessor agrees to permit the U.S. Government's representatives, agents and employees access to and right of entry onto the site before, during and after construction of the Improvements for purposes of monitoring, observing, making inquiries and taking samples of materials for testing as may be necessary in order for the U.S. Government to evaluate the physical characteristics of the Improvements, as well as such other matters as may be deemed by the U.S. Government to be reasonably necessary for the U.S. Government to determine compliance with the Construction Drawings and Technical Specifications contained in Annex B. It is understood by the parties hereto that such activity does not relieve the Lessor of its responsibility for managing the construction and completing the Improvements pursuant to the terms and provisions of the Agreement and Lease and that the U.S. Government's failure to make such on-site inspections or testing shall not limit the U.S. Government's rights in or the terms and provisions of this Agreement and Lease.

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## **A16. CONSTRUCTION SCHEDULE, DELAYS AND DEFAULT.**

A16.01. The Lessor shall start the construction of the Residential Site no later than 45 days from receipt of the Notice to Proceed and shall complete it within 730 calendar days from receipt of the Notice to Proceed.

A16.02. The Lessor agrees that in the event the Residential Site is not completed on the scheduled date indicated above, and in accordance with Annex A and B hereto, said failure to complete shall constitute a default of this Agreement and Lease and the U.S. Government may at its option exercise the following remedies: (1) establish a new schedule for completion of all or part of the Improvements and assess liquidated damages of €250.00 per Dwelling Unit for each day of delay of each unit past the completion date as provided herein, such sum to be deducted from any rental payments due under the Agreement and Lease; or, after a delay of no less than ninety (90) days, (2) cancel or terminate this Agreement and Lease without any cost, liability or damages, or legal action of any kind against the U.S. Government or its assignees.

A16.03. If for reasons determined by the U.S. Government to be beyond the control and without the fault or negligence of the Lessor, the Residential Site is not completed in accordance with Annex A and B hereto, the U.S. Government may provide for an uncompensated extension of time for the completion of the Improvements.

## **A17. COVENANT AGAINST CONTINGENT FEES.**

A17.01. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement and Lease upon an agreement or understanding for a commission, percentage, 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 U.S. Government 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.

## **A18. UNITED STATES OFFICIALS NOT TO BENEFIT.**

A18.01. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement and Lease or to any benefit that may arise there from, but this provision shall not be construed to extend to this Agreement and Lease if made with a corporation for its general benefit.

## **A19. INTEREST ON OVERDUE PAYMENTS.**

A19.01. The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 3901) is applicable to payments under this lease and requires the payment to Lessors of interest on overdue payments.

A19.02. Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

## **A20. GRATUITIES.**

A20.01. The U.S. Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this Agreement and Lease if it is found, after notice and hearing, by the Secretary of the Army of the United States or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the U.S. Government with a view toward securing an Agreement and Lease or securing favorable treatment with respect to the performance of such Agreement and Lease; provided that the existence of facts upon which the Secretary of the Army of the United States or his duly authorized representative make such findings shall be in issue and may be reviewed in any competent court.

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A20.02. In the event this Agreement and Lease is terminated as provided in sub-paragraph A17.01. above, the U.S. Government shall be entitled (1) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the Agreement and Lease by the Lessor, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army of the United States or his duly authorized representative) which shall not be less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to any such officer or employee.

A20.03. The rights and remedies of the U.S. Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement and Lease.

#### **A21. NON-DISCRIMINATION.**

A21.01. The Lessor shall not discriminate against any person or persons or exclude them from participation in the Lessor's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex or national origin.

#### **A22. EXAMINATION OF RECORDS.**

A22.01. The Lessor agrees that the Comptroller General of the United States 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.

#### **A23. CONDITION REPORT.**

A23.01. A joint physical inventory and inspection report of the demised premises shall be made prior to acceptance and the effective date of the Lease, reflecting the then existing condition, and shall be signed on behalf of the parties hereto. The same procedure shall apply at the time the U.S. Government surrenders possession of the premises to the Lessor.

#### **A24. PERMITS AND RESPONSIBILITIES.**

A24.01. The Lessor shall, at its own cost, comply with all applicable laws and regulations. The Lessor shall obtain all necessary licenses and permits required for and shall comply fully with laws related to Construction of the Residential Complex and performance of its other obligations under this Agreement and Lease. The U.S. Government shall have no responsibility for any failure of the Lessor to comply in the future with applicable laws, regulations, licenses, or permits.

#### **A25. ARCHEOLOGICAL FINDINGS**

A25.01. The Lessor shall verify with the competent local Authorities that the land parcels proposed for the Residential Complex does not present any known archeological interest and shall provide certification thereto. In the event that, contrary to current knowledge and expectation, archeological findings should occur during excavation, the Lessor shall promptly notify the competent Authorities and shall take action in accordance with Italian Law requirements. All archeological findings shall be dealt with by Lessor in accordance with the directions of Italian Authorities and the relevant costs shall be paid by the Lessor in full, including those associated to possible construction work delays. The schedule from paragraph A16 shall be maintained unless the Lessor receives directives from Italian authorities to stop working in the affected area.

#### **A26. UNEXPLODED ORDNANCE**

A26.01. The Lessor shall verify with the competent experts and competent local Authorities that the land parcels proposed for the Residential Complex does not present any known risk of unexploded ordnance and

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shall provide certification thereto. In the event that, contrary to current knowledge and expectation, unexploded ordnance findings should occur during excavation, the Lessor shall promptly notify the competent Authorities and shall take action in accordance with Italian Law requirements. All unexploded ordnance findings shall be dealt with by Lessor in accordance with the directions of Italian Authorities and the relevant costs shall be paid by the Lessor in full, including those associated to possible construction work delays.

## **A27. LAND CONTAMINATION**

A27.01. The Lessor shall provide a certification that there is no evidence of environmental contamination in the land parcels proposed for the Residential Complex. This certification shall document the investigations performed and shall provide a detailed description of the criteria followed and of the methods utilized to determine the absence of contamination, together with all the analyses, data and test results that contributed to this determination.

A27.02. The documentation shall: 1) describe in detail the area(s) proposed and all the activities that have been and/or are performed on the site(s); 2) identify the correlations between these activities and the type, location, and extension of the potential contamination; 3) describe the characteristics of the environmental media influencing the site(s) and the surrounding areas; 4) indicate those provisions that may be necessary for the protection of the environment and of public health in the area(s) proposed; 5) provide the results of the investigation plan executed to determine that there is no evidence of any past contamination or suspected past contamination in the area(s) proposed, including a detailed description of the criteria and methods utilized to develop and execute this investigation plan.

A27.03. This certification shall be prepared, signed, and stamped by an independent qualified professional, and shall include a sworn statement that there is no evidence of any past contamination or suspected past contamination in the area(s) proposed for the Residential Complex.

A27.04. In the event that instances of past contamination should be found during excavation/construction works, the Lessor shall be fully responsible for the complete cleaning of the areas involved and shall bear all relevant costs in full, including those associated to possible construction work delays.

## **A28. ASBESTOS.**

A28.01. The Lessor certifies that no asbestos material is present on the premises. The U.S. Government is authorized to inspect the premises for material containing asbestos. If in case any material is found which releases asbestos fibers into the air, the Lease Contract may be terminated by the U.S. Government without notice, unless the Lessor removes the parts containing asbestos within 4 weeks. Any costs arising therefrom for the U.S. Government must be borne by the Lessor.

## **A29. LEAD BASED PAINT**

A29.01. The lessor certifies that there is no lead based paint present on the premises. The U.S. Government is authorized to inspect the premises for visual inspection and testing if necessary. If the presence of lead based paint is confirmed the Lessor will be responsible for all costs regarding remediation and any costs associated with moving the occupant during remediation. The U.S. Government may also reduce rent for the period of time the premises cannot be occupied.

## **A30. ENVIRONMENTAL REQUIREMENTS.**

A30.01. The Lessor shall comply with all applicable Italian, regional and local laws and regulations related to environmental matters. Flammable materials shall be stored in an appropriate secured flammable storage locker or container while on the dwelling unit site. Hazardous waste or material spills shall be immediately reported to the local authorities for proper clean up actions. Polluting, dumping,

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or discharging of any harmful substances into unit or site drains, streams, ground surface shall be prohibited and the Lessor shall be responsible for any and all damages, which may result from prohibited action. All work shall be performed in such a manner as to avoid legal nuisance such as noise, dust, erosion and any other off site impact. Ozone depleting substances (refrigerants and other compounds) shall not be released under any circumstances. All refuse generated as a result of the Lessor's work shall be disposed of in accordance with Italian national, regional or local laws and regulations. Dwelling unit and site refuse containers shall not be utilized by the Lessor to dispose of any of his products.

**A31. PEST CONTROL.**

A31.01. It is understood and agreed that the Lessor is responsible for providing pest control measures and pesticides, which conform to local health department regulations, to keep the premises free from pests and in a tenantable condition.

**A32. ENERGY PERFORMANCE CERTIFICATE (APE).**

A32.01. The Lessor has stated in their proposal that the premises will be contracted to the energy class .....

A32.02. Once the premises are completed, and prior to acceptance of the premises by the U.S. Government, the Lessor shall provide the U.S. Government with a copy of the Energy Performance Certificates for each dwelling unit. Copies of the Energy Performance Certificates shall be attached, by means of a Supplemental Agreement, to this Agreement and Lease as ANNEX F.

**A33. SOVEREIGNTY.**

A33.01. None of the foregoing provisions may be deemed or construed to imply a waiver of the U.S. Government's rights as a sovereign. Third party claims shall be resolved in accordance with the NATO SOFA and/or any Bilateral Agreements between the United States of America and the Republic of Italy concerning claims against the United States Government and/or U.S. Forces in Italy by third parties. The lessor further agrees to waive his rights to bring suit or other legal action against the United States Government, except as provided in the "Disputes" clause of this contract and in the United States Federal Statutes.

**A34. DISPUTES CLAUSE.**

A34.01. All disputes arising under or relating to this Lease shall be resolved under the provisions of the Contract Disputes Act of 1978, as amended (41 U.S.C. §§7101-7109).

A34.02. The Parties shall proceed diligently with their performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under the Lease.

**ANNEX B**  
**PRIOR CONDITIONS TO BE SATISFIED BY THE LESSOR**

B1. The Lessor shall satisfy the following conditions within 90 days of execution of the Agreement and Lease by both parties. The conditions listed below shall be considered prior conditions for the purposes of this Agreement and Lease notwithstanding that the Lessor may have satisfied all or some of the conditions prior to the above referenced execution of the Agreement and Lease. The Lessor shall within 10 days of the date of the execution of the Agreement and Lease provide a letter to the U.S. Government stating the conditions deemed by the Lessor to have already been satisfied prior to the date hereof. The U.S. Government shall respond within 10 days of receipt of such letter either acknowledging that the condition has been satisfied, or informing the Lessor of the deficiency remaining before the condition may be considered satisfied. The Lessor agrees that in the event it doesn't satisfy the following conditions within the 90 days of execution of the Agreement and Lease by both parties, said failure shall constitute a default of this Agreement and Lease and the U.S. Government may at its option exercise the following remedies: (1) establish a new schedule for the Lessor to satisfy the prior conditions, or (2) cancel or terminate this Agreement and Lease without any cost, liability or damages, or legal action of any kind against the U.S. Government or its assignees.

B1.1. Provide evidence, satisfactory to the U.S. Government, that the Lessor has obtained an irrevocable offer or commitment from a bank or other financial institution of recognized responsibility for the financing necessary to enable the Lessor to fulfill its obligation under this Agreement and Lease, and that such financing plan complies with all terms of this Agreement and Lease.

B1.2. Provide evidence, satisfactory to the U.S. Government, that the Lessor owns or has an enforceable contract valid for the entire initial ten (10) year term and any renewal periods thereafter, providing it shall have sufficient right, title and interest in the Site [or such other property as the parties may subsequently agree upon in writing], free from encumbrances or restrictions which would materially interfere with the Residential Complex agreed upon herein or the use of the Units as family housing by the U.S. Government, and the Lessor shall not convey, transfer, assign, sell, or otherwise dispose of its interests in the premises to another party without the prior written approval of the U.S. Government, which approval shall not be unreasonably withheld.

B1.3. Provide evidence, satisfactory to the U.S. Government, that the appropriate governmental agencies and commercial organizations shall make water, storm drainage, sewage drainage, telephone service, electricity and, natural gas available to permit the development and use of the site as family housing by the U.S. Government.

B1.4. Provide evidence, satisfactory to the U.S. Government, that the Lessor has obtained all final planning permissions, building regulations and other approvals and consents necessary for the Construction of the Residential Complex.

B1.5. Develop [from the concepts, designs, and other representations in its proposal] and provide to the U.S. Government [for review and approval in accordance with the following submission and review procedure in this clause] detailed drawings and specifications from which the Construction of the Residential Complex shall be built.

B1.5.1. Within forty-five (45) days (or such longer period or periods as the parties both acting reasonably may subsequently from time to time agree upon in writing) from the date of execution of

the Agreement and Lease the Lessor shall submit to the U.S. Government Pre-final Drawings and Specifications for Construction of the Residential Complex, to include unit plans and specifications that have developed further than their state at proposal, site layouts for roads, drives, footpaths, sidewalks, playgrounds, parking and recreation areas.

B1.5.2. The U.S. Government shall within fifteen (15) days after receipt of the Pre-final Drawings and Specifications, or such longer period or periods as the parties both acting reasonably may subsequently from time to time agree upon in writing, either signify the U.S. Government's approval to the Pre-final Drawings and Specifications submitted in accordance with sub-paragraph B1.5.1 of this Annex B or submit to the Lessor its comments on and suggested changes to the Pre-final Drawings and Specifications. The Lessor shall incorporate such comments and suggested changes into the Final Drawings and Specifications, provided the net result of all suggested changes do not exceed more than 1% of the total (10 year) Rent from the cost associated with construction of the site in accordance with the Pre-final Drawings and Specifications, nor cause an unreasonable delay in the Lessor being able to satisfy all or any of the Prior Conditions set forth in this Annex B, nor prevent compliance by the Lessor with the various consents referred to in this Annex B. In the event that the U.S. Government does not submit comments or suggested changes within the period or periods specified above the Pre-final Drawings and Specifications shall be deemed to have been approved.

B1.5.3. The Final Drawings and Specifications shall be sent to the U.S. Government upon completion for review and final approval by the U.S. Government. Provided the Final Drawings and Specifications adequately and appropriately incorporate all agreed changes and comments to the Pre-final Drawings and Specifications, the U.S. Government shall approve the Lessor's submission and Approved Final Drawings and Specifications shall be returned to the Lessor within ten (10) days after receipt by the U.S. Government duly signed by the Real Estate Contracting Officer, or his duly authorized representative.

B1.5.4. In the event that the Lessor and the U.S. Government, acting reasonably, are unable to reach agreement on the comments on [and suggested changes to] the Pre-final Drawings and Specifications within forty-five (45) days, or in the event the Lessor and the U.S. Government, acting reasonably, are unable to agree to the final form of the Approved Final Drawings and Specifications within forty-five (45) days after the Final Drawings and Specifications shall have been submitted to the Lessor pursuant to sub-paragraph B1.5.3 of this Annex B, or such longer period or periods as the parties, both acting reasonably, may subsequently from time to time agree upon in writing, then either party may terminate this Agreement and Lease by giving written notice to the other party and neither party shall be liable to the other for any costs incurred under this Agreement and Lease.

B1.5.5. The Lessor shall not commence Construction of the Residential Complex prior to receipt of Notice to Proceed from the U.S. Government which Notice to Proceed shall be issued within ten (10) days of all the conditions specified in paragraph B1 of this Annex B having been satisfied.

B1.5.6. The Lessor shall complete the Construction of the Residential Complex in accordance with the requirements and specifications contained in the Approved Final Drawings and Specifications, the requirements of this Annex B and the representations made in its final proposal submitted in the Lessor's response to the REQUEST FOR PROPOSAL.

B1.5.7. The U.S. Government undertakes that where any confirmation of satisfaction or approval is required from the U.S. Government under this Annex B, the same shall not be unreasonably withheld or delayed.



B1.5.8. In the event that the Lessor does not satisfy the above conditions [within the period stated, or such longer period or periods as the parties, both acting reasonably, may subsequently, from time to time, agree upon in writing] the U.S. Government shall have the right to terminate this Agreement and Lease without liability by giving written notice to the Lessor.

B2. The Lessor shall strictly comply with all floor areas stated in the Approved Final Drawings and Specifications in constructing the Units. Upon completion of construction and prior to acceptance of the Residential Complex by the U.S. Government, the Lessor shall demonstrate by actual measurement that the floor areas have been satisfied in respect of each Unit.

B3. After receipt of the Notice to Proceed the Lessor shall, without unreasonable delay, commence the Construction of the Residential Complex and shall complete the construction of the site ready for occupancy within the time period specified in its proposal. Construction completion shall not exceed 730 calendar days from receipt of Notice to Proceed.

B3.1. The Lessor shall submit to the U.S. Government within 15 days after receipt by the Lessor of the Notice to Proceed a projected construction schedule to complete Construction of the Residential Complex within the time period specified in its proposal and reiterated in Annex A, paragraph A16. of the Agreement and Lease.

B3.2 If the Lessor fails to complete the Construction of the Residential Complex within the period specified in its proposal, or any extensions agreed or settled under sub-paragraph B3.3 of this Annex B, the Lessor shall pay to the U.S. Government as fixed and agreed liquidated damages for each Dwelling Unit not completed, the sum of €250.00 per Dwelling Unit for each day of delay. Alternatively, the U.S. Government without liability and without prejudice to any other rights or remedies may if any of the following events shall occur terminate this Agreement and Lease (in whole or in part) by notice to the Lessor by registered or recorded delivery post:

B3.2.1 Without reasonable cause the Lessor wholly suspends the Construction of the Residential Complex [or in any way unequivocally repudiates its obligation to complete the Construction of the Residential Complex] before completion thereof; or

B3.2.2. There is a material breach by the Lessor of any of the provisions of this Agreement and Lease and such breach is not remedied within 10 days (or such longer period as may be appropriate in the relevant circumstances as agreed between the parties acting reasonably) of the receipt by the Lessor of notice in writing from the U.S. Government specifying the breach; or

B3.2.3. The Lessor shall file for bankruptcy; or

B3.2.4. A receiver or manager of the Lessor's business or undertaking is appointed and who does not adopt this Agreement and Lease in terms satisfactory to the U.S. Government.

B3.3. If a delay in completing the Residential Complex ready for occupation arises from unforeseeable causes beyond the control and without the fault or negligence of the Lessor, the completion periods specified above may be extended. Examples of such causes include acts of God or of the public enemy, acts of the U.S. Government in either its sovereign or contractual capacity, acts of the Government of Italy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of the Lessor. The Lessor shall within 10 days from the beginning of any delay (unless extended by the U.S. Government) notify the U.S. Government in writing of the causes of delay. The U.S. Government shall ascertain the facts

and the extent of the delay. If, in the judgment of the U.S. Government, acting reasonably and without delay, the finding of facts warrant such action, the time for completing the work shall be extended to accommodate the agreed period of delay. The findings of the U.S. Government shall be final and conclusive on the parties, but subject to appeal under the disputes clause. The rights and remedies of the parties in this clause are in addition to any other rights and remedies provided by law or under this Agreement and Lease.

B4. The Lessor shall maintain an adequate quality assurance and inspection system and perform such surveys and inspections as shall ensure Construction of the Residential Complex in accordance with the Approved Final Drawings and Specifications and the terms and conditions of this Agreement and Lease. The U.S. Government may also perform quality assurance surveys of the Lessor's progress in constructing the Dwelling Units and developing the site. The Lessor shall cooperate fully with the U.S. Government's quality assurance evaluators, who from time to time, may visit and assess the progress and quality of the work for the sole benefit of the U.S. Government and without prejudice to any of the rights of the U.S. Government set forth in this Agreement and Lease.

B4.1. Promptly upon completion of construction of the Dwelling Units, and on prior arrangement with the Lessor, the U.S. Government shall inspect and test the Dwelling Units and related areas, spaces, improvements and appurtenances for conformance with the Approved Final Drawings and Specifications and terms and conditions of this Agreement and Lease. Inspections and tests by the U.S. Government are for the sole benefit of the U.S. Government and do not:

B4.1.1. Relieve the Lessor of responsibility for providing adequate quality control measures during Construction of the Residential Complex;

B4.1.2. Relieve the Lessor of responsibility for any damage to the Residential Complex before acceptance;

B4.1.3. Constitute or imply acceptance of the Residential Complex, or any part thereof;

B4.1.4. Affect the continuing rights of the U.S. Government after acceptance of the completed Residential Complex under sub-paragraph B4.6 of this Annex B;

B4.2. The presence or absence of U.S. Government's inspector does not relieve the Lessor from any requirement of this Agreement and Lease nor is the inspector authorized to change any term or condition of the Approved Final Drawings and Specifications of this Agreement and Lease.

B4.3. The Lessor shall promptly furnish without additional charge all facilities, labor and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the U.S. Government. The U.S. Government may charge to the Lessor any reasonable additional cost of inspection or test when work is not ready at the time specified by the Lessor for inspection or test. The U.S. Government shall perform all inspections and tests in a manner that shall not unnecessarily delay the work.

B4.4. The Lessor shall, without charge, replace or correct work found by the U.S. Government, acting reasonably and properly, not to conform to the Approved Final Drawings and Specifications.

B4.5. If, before acceptance of the Residential Complex, the U.S. Government decides to examine already completed work by removing it or tearing it out, the Lessor on request shall promptly furnish all necessary facilities, labor and material. If the work is found to be defective or nonconforming in

any material respect due to the fault of the Lessor, the Lessor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet the requirement of this Agreement and Lease, the U.S. Government shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

B4.6. The U.S. Government shall accept the Residential Complex within ten (10) working days of completion and successful inspection of all work required by this Agreement and Lease, which inspection shall be completed within five (5) working days of notification of practical completion. Deficiencies noted on final inspection shall be noted on a punch-list and corrected by the Lessor prior to acceptance by the U.S. Government. Acceptance shall not occur until the entire Residential Complex is complete and shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud or the U.S. Government's rights under any warranty or guarantee. The U.S. Government and the Lessor agree that the 10 year Lease term stated herein shall commence on the day following the day upon which the U.S. Government accepts the entire Residential Complex. This shall be executed by a Supplemental Agreement to this Agreement and Lease and subsequent modifications.

B5. The Lessor and the U.S. Government agree that on completion of the Residential Complex, and prior to the U.S. Government's acceptance of the residential Complex, a Joint Inventory and Condition Report shall be prepared reflecting the then existing condition, and shall be signed on behalf of the parties hereto. Such report shall be attached to the Lease.

**ANNEX C**  
**MAINTENANCE SPECIFICATIONS**

**ANNEX D**  
**CADASTRAL DRAWING**

**ANNEX E**  
**LOCATION/GENERAL SITE PLAN/PHOTOGRAPHS**

**ANNEX F**  
**ENERGY PERFORMANCE CERTIFICATE (APE)**

**ANNEX G**  
**JOINT INVENTORY AND CONDITION REPORT**



# United States Department of the Army

## United States Army Corps of Engineers - Europe District



### US Army Garrison Italy Vicenza Housing Acquisition Solicitation

### REQUEST FOR PROPOSAL (RFP) CENAU-RE FY-2019-01 BTL **With AMENDMENT No. 1**

### Appendix C Draft Supplemental Agreement

PROPOSALS ARE DUE NO LATER THAN 1500hrs,  
**~~15 May~~ 4 September 2019**

ITALY REAL ESTATE FIELD OFFICE  
UFFICIO CONTRATTI IMMOBILIARI  
Via Delle Casermette 107/109, Int. 3  
36100 Vicenza  
Italy

Email: [ItalyRealEstateFieldOffice@usace.army.mil](mailto:ItalyRealEstateFieldOffice@usace.army.mil)  
WEB: <http://www.nau.usace.army.mil/Real-Estate/>

**DEPARTMENT OF THE ARMY**  
**SUPPLEMENTAL AGREEMENT No. 1**

**TO**

**AGREEMENT AND LEASE**

**BETWEEN**

.....

**AND**

**THE UNITED STATES OF AMERICA**

**LEASE No. DACXXXXXXXXXXXXX**

made this .... day of ..... between THE LESSOR, (*full name*) \_\_\_\_\_, Fiscal Code No. ... .., (*Address City, Zip, Country*) \_\_\_\_\_, (whose Agent is \_\_\_\_\_), (hereinafter called "Lessor"), does hereby lease to the UNITED STATES OF AMERICA (hereinafter called the U.S. GOVERNMENT), acting by and through its Real Estate Contracting Officer, ...(*full name of RECO*).....pursuant to delegations of authority from the Secretary of the Army, , under the authority of Title 10, United States Code, Section (2828 or 2675), the described premises on the terms stated herein.

WITNESSETH:

WHEREAS, by Agreement and Lease DACXXXXXXXXXXXXX dated ....., the Lessor committed itself to construct and lease to the U.S. Government a residential complex consisting of .....  
..... located at ..... on Via ..... together with all improvements, rights, privileges and easements belonging thereto and further described in the text of the above mentioned Agreement and Lease.

WHEREAS the U.S. Government committed itself to lease the Residential Complex provided the Lessor met all the conditions and requirements of the Agreement and Lease.

WHEREAS the two parties have executed the Joint Inventory and Condition Report and the Residential Complex is ready for occupancy.

NOW THEREFORE, in consideration of the foregoing, Agreement and Lease DACXXXXXXXXXXXXX is amended as follows:

1. DELETE PARAGRAPH “2. TERM” OF THE ORIGINAL AGREEMENT AND LEASE AND SUBSTITUTE WITH THE FOLLOWING:

“2.01. The present Agreement and Lease shall be effective on the date of signature hereof. The initial 10 year term of the Lease for the Residential Complex shall begin on .....with the right of renewal as provided in paragraph 3 hereof. The obligation of the United States to make payments under this lease in any fiscal year is subject to appropriations being provided for that fiscal year. Nothing in this lease shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act (31 USC 1341).”

2. ADD THE FOLLOWING TO SUB-PARAGRAPH “6.01.” IN PARAGRAPH “6. RENTAL CONSIDERATION.” OF THE ORIGINAL AGREEMENT AND LEASE:

“6.01.01. The rental periods shall be as follows:

- (1) for the first period, ..... – .....: €.....;
- (2) for all subsequent semi-annual periods, starting .....: €.....;
- (3) for the last period, ..... – .....: €.....;”

It being mutually agreed and understood that - except for the aforementioned modifications - all terms and conditions of Agreement and Lease DACXXXXXXXXXXXXX shall remain unchanged and in full force and effect.

IN WITNESS thereof the parties hereto have entered their signature unto the present document, as of the date above written.

IN THE PRESENCE OF:

\_\_\_\_\_  
LESSOR

\_\_\_\_\_  
THE U.S. GOVERNMENT

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

# United States Department of the Army

## United States Army Corps of Engineers - Europe District



### US Army Garrison Italy Vicenza Housing Acquisition Solicitation

### REQUEST FOR PROPOSAL (RFP) CENAU-RE FY-2018-01 BTL **With AMENDMENT No. 1**

### Appendix D Rental and Price Proposal Form

PROPOSALS ARE DUE NO LATER THAN 1500hrs,  
**~~15-May~~ 4 September 2019**

ITALY REAL ESTATE FIELD OFFICE  
UFFICIO CONTRATTI IMMOBILIARI  
Via Delle Casermette 107/109, Int. 3  
36100 Vicenza  
Italy

Email: [ItalyRealEstateFieldOffice@usace.army.mil](mailto:ItalyRealEstateFieldOffice@usace.army.mil)  
WEB: <http://www.nau.usace.army.mil/Real-Estate/>

**APPENDIX D  
RENTAL AND PRICE PROPOSAL FORM**

**A. BASIC RENT**

DWELLING UNIT TYPE	NUMBER OF UNITS	BASIC ANNUAL RENT PER UNIT € (Euro)	TOTAL BASIC ANNUAL RENT € (Euro)
3 BEDROOM			
4 BEDROOM			
5 BEDROOM			
<b>TOTAL*</b>			

\*Only Total shall be used for Agreement and Lease purposes. Three, four and five bedroom breakout for informational purposes.

**B. REIMBURSEMENTS** (All those cost that would normally, in Italy, be paid by the Lessee but in this RFP the Lessor is required to pay, provide, and/or perform)

DWELLING UNIT TYPE	NUMBER OF UNITS	BASIC ANNUAL REIMBURSEMENTS PER UNIT € (Euro)	TOTAL BASIC ANNUAL REIMBURSEMENTS € (Euro)
3 BEDROOM			
4 BEDROOM			
5 BEDROOM			
<b>TOTAL*</b>			

\*Only Total shall be used for Agreement and Lease purposes see Paragraph 6 of the Agreement and Lease. Three four and Five Bedroom breakout for informational purposes.

BASIC Rent and Reimbursements proposals are valid for twenty-four (24) months after the RFP due date.

**SUMMARY OF TOTAL PRICE**

A. TOTAL BASIC RENTAL PER YEAR € \_\_\_\_\_

B. TOTAL REIMBURSEMENTS PER YEAR € \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OFFEROR'S SIGNATURE

# United States Department of the Army

## United States Army Corps of Engineers Europe District



### US Army Garrison Italy Vicenza Housing Acquisition Solicitation

### REQUEST FOR PROPOSAL (RFP) CENAU-RE FY-2019-01 BTL **With AMENDMENT No. 1**

### Appendix E Offeror's Cover Page, Submission and Check List

PROPOSALS ARE DUE NO LATER THAN 1500hrs,  
**~~15-May~~ 4 September 2019**

ITALY REAL ESTATE FIELD OFFICE  
UFFICIO CONTRATTI IMMOBILIARI  
Via Delle Casermette 107/109, Int. 3  
36100 Vicenza  
Italy

Email: [ItalyRealEstateFieldOffice@usace.army.mil](mailto:ItalyRealEstateFieldOffice@usace.army.mil)  
WEB: <http://www.nau.usace.army.mil/Real-Estate/>

**APPENDIX E**  
**OFFEROR COVER PAGE**  
**RFP CENAU-RE FY-2019-01 RFP**

Offeror:

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Company Phone and Email)

**Primary Point of Contact**

\_\_\_\_\_  
(Full Name)

\_\_\_\_\_  
(Office Phone)

**Alternate Point of Contact**

\_\_\_\_\_  
(Full Name)

\_\_\_\_\_  
(Office Phone)

Quantity of proposed units \_\_\_\_\_

Location or Address of proposed units;  
\_\_\_\_\_  
\_\_\_\_\_

The premises will be Available for  
Occupancy within the following number of  
months from date the Notice to Proceed is  
received:  
\_\_\_\_\_

Number of months required

\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Cellular Phone)

\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Cellular Phone)

---

## OFFEROR'S SUBMISSION

### *PRESENTAZIONE DEL OFFERENTE*

The following is the list of documents the Offeror must enclose in its proposal. The documents shall be labeled, indexed, tabbed and provided in the order listed below. In the event, the proposal is for more than one site, the Offeror must provide the necessary specific documentation for each site.

*La seguente è l'elenco dei documenti che l'Offerente deve allegare nella sua proposta. I documenti dovranno essere etichettati, indicizzati, contrassegnati e consegnati secondo l'ordine sotto riportato. Nel caso in cui la proposta riguarda più di un sito, l'Offerente deve fornire la necessaria documentazione specifica per ciascun sito.*

#### DOCUMENTS - DOCUMENTI

**Attached? - Allegato?**  
**Put a X on the correct reply -**  
***Inserire una X sulla risposta corretta***

- |  |   |
|--|---|
| <b>A. 0. OFFEROR'S COVER PAGE (this document filled out and signed).</b><br><i>MODULO ACCOMPAGNATORIO (il presente compilato e firmato).</i>   | <div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 0 auto;">Yes/Si - NO</div> |
| <b>1. EXECUTIVE SUMMARY (a brief summary of the proposal with the Construction Management Plan and Construction Schedule.</b><br><i>SOMMARIO ESECUTIVO (un breve sommario della proposta con il Piano di Gestione, Esecuzione, e programma dei Lavori).</i>  | <div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 0 auto;">Yes/Si - NO</div> |
| <b>2. LOCATION MAP (with the proposed site highlighted</b><br><i>PLANIMETRIA DEL LUOGO (con evidenziato il sito proposto).</i>   | <div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 0 auto;">Yes/Si - NO</div> |
| <b>3. STREET MAP (with directions from Camp Ederle and from Del Din to the Site).</b><br><i>CARTINA STRADALE (con indicazioni stradali dalla Caserma Ederle e dalla Caserma Del Din al Sito).</i>  | <div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 0 auto;">Yes/Si - NO</div> |
| <b>4. RIGHT TO LEASE (Notary Act or any other document which clearly indicates the Offerors right to lease the premises or a valid purchase option valid for not less than 24 months).</b><br><i>DIRITTO DI LOCARE (Atto notarile o qualunque altro documento dimostrante il Suo diritto a locare l'immobile o un'opzione di compravendita di durata non inferiore a 24 mesi).</i> | <div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 0 auto;">Yes/Si - NO</div> |
| <b>5. CADASTRAL DRAWING AND "VISURA" (of the proposed premises).</b><br><i>PLANIMETRIA CATASTALE E VISURA (del sito proposto).</i>   | <div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 0 auto;">Yes/Si - NO</div> |



- 
- 6. GRAPHIC DEMONSTRATION OF THE CADASTRAL SUB. NUMBERS (for possible existing dwelling units).**  
*DIMOSTRAZIONE GRAFICA DEI SUBALTERNI (di possibili abitazioni esistenti).*
- Yes/Si - NO**
- 7. “CERTIFICATO DI DESTINAZIONE URBANISTICA” (for the proposed site).**  
*CERTIFICATO DI DESTINAZIONE URBANISTICA (per il sito proposto).*
- Yes/Si - NO**
- 8. CONSTRUCTION PERMITS (if the local authorities have already authorized the construction).**  
*PERMESSO DI COSTRUIRE (se le autorità locali hanno già autorizzato la costruzione).*
- Yes/Si - NO**
- 9. CERTIFICATES OF COMPLIANCE (for the completed dwellings).**  
*CERTIFICATI DI CONFORMITA` (per le abitazioni completate).*
- Yes/Si - NO**
- 10. ENERGY CERTIFICATION CERTIFICATE (for the dwelling units).**  
*ATTESTATO CERTIFICAZIONE ENERGETICO ( per le abitazioni).*
- Yes/Si - NO**
- 11. CERTIFICATE OF USE (for the completed dwellings).**  
*CERTIFICATO DI AGIBILITA` (per le abitazioni completate).*
- Yes/Si - NO**
- B. 0. FLOOR PLANS (preferably 1:100 scale or different scale with internal and external dimensions, rooms use and size in m<sup>2</sup>, and the gross m<sup>2</sup> size as per Housing Adequacy Planning Standards of each dwelling unit).**  
*PIANTA FABBRICATI (preferibilmente in scala 1:100, o altra scala diversa con le dimensioni interne ed esterne, con indicato la destinazione d'uso e superficie in m<sup>2</sup> di ciascuna stanza, e la superficie lorda come previsto nel Standard di Adeguatezza degli Immobili per ciascuna unità abitativa).*
- Yes/Si - NO**
- 1. ELEVATIONS AND CROSS SECTIONS (scale and dimensions as indicated above complete with building materials and finishes indicated).**  
*PROSPETTI E SEZIONI (scala e dimensioni come specificato sopra e con indicato i materiali costruttive e finiture).*
- Yes/Si - NO**
-

- 
- 2. UTILITY PLANS (interior and exterior).**  
*PLANIMETRIE IMPIANTI (interno ed esterno).* Yes/Si - NO
- 3. SITE PLAN AND LANDSCAPING (land use plan including play areas).**  
*PLANIMETRIA GENERALE E PIANTA SISTEMAZIONE A VERDE (planimetria dell'uso e della gestione delle aree esterne ad includere aree giochi).* Yes/Si - NO
- 4. FORCE PROTECTION/SITE SECURITY PLANS AND DETAILS (required only for the proposed site having 24 or more dwelling units).**  
*PIANI E PARTICOLARI PER LA PROTEZIONE E SICUREZZA (richiesto solo per il ~~del~~ sito proposto avente 24 o più unità abitative).* Yes/Si - NO
- 5. PHOTOGRAPHS (of the site and existing construction site or dwellings).**  
*FOTOGRAFIE (del sito, della costruzione in corso, o delle abitazioni).* Yes/Si - NO
- C. 0. OFFEROR'S CHECKLIST (filled out and signed, based on Housing Adequacy Planning Standards).**  
*LISTA DI CONTROLLO DELL'OFFERENTE (compilato e firmato; basato sugli Standard di Adeguatezza degli Immobili).* Yes/Si - NO
- D. 0. RENTAL AND REIMBURSEMENTS PROPOSAL FORM (filled out and signed).**  
*MODULO DI PROPOSTA CANONE E RIMBORSI (compilato e firmato)* Yes/Si - NO
- E. 0. FINANCIAL INFORMATION**  
*INFORMAZIONE FINANZIARIA* Yes/Si - NO
- The Offeror has provided (Five) 5 identical and complete hard copies and (Five) 5 CD-ROM or DVD (of all the documents submitted) of this proposal.**  
*L'Offerente ha fornito cinque (5) copie cartacee identiche complete ed cinque (5) copia elettronica (CD-ROM oppure DVD) di tutti i documenti sottomessi per questa proposta.* Yes/Si - NO

---

**DATE**  
*DATA*

---

**OFFEROR'S SIGNATURE**  
*FIRMA DELL'OFFERENTE*

---

**CHECK LIST – LISTA DI CONTROLLO**  
**Based on Housing Adequacy Planning Standards**  
***Come da Standard di Adeguatezza degli Immobili***

Please check one of the following replies (YES/Si | NO) in the check box.

*Si prega di spuntare una delle risposte nella caselle (YES/Si | NO), dove YES significa SI.*

**1. LOCATION OF UNITS - UBICAZIONE DELLE ABITAZIONI:**

- a. The dwelling units are located in a residential area away from sources of objectionable noise and odors.**

*Le abitazioni sono ubicate in aree residenziali distanti da fonti di rumore ed odori sgradevoli.*

YES/Si | NO

- b. The dwelling units are within the Housing Market Area as shown in Paragraph 11 of Appendix A Housing Adequacy Planning Standards.**

*Le abitazioni sono ubicate nell'area del Housing Market Area come illustrato nel Paragrafo 11 dell'Appendice C Housing Adequacy Planning Standards.*

YES/Si | NO

- c. The dwelling units are not located in limited traffic areas (ZTL).**

*Le abitazioni non sono ubicate in zona a traffico limitato (ZTL).*

YES/Si | NO

- d. The proposal is for 127 dwelling units, LOCATED ON 2 or more SITES, with 109 three-bedroom units, 10 four-bedroom units and 8 five-bedroom units. ((PREFERRED SOLUTION: ARE PROPOSALS WITH 127 DWELLING UNITS DISPERSED (VS CLUSTERS) AMONG THE GREATEST NUMBER OF SITES THROUGHOUT THE DELINEATED AREA.))**

*L'offerta è per 127 abitazioni, SITUATI SU DUE O PIU SITI, con 109 tre-camere da letto, 10 da quattro-camere da letto e 8 cinque-camere da letto. ((SOLUZIONE PREFERITA, TUTTAVIA LE PROPOSTE CON 127 UNITÀ ABITATIVE SPARSI (NON VICINE UNO ALL'ALTRO) TRA IL MAGGIOR NUMERO DI SITI IN TUTTO LO ZONA DELIMITATA.))*

YES/Si | NO

- e. The proposal is for 127 dwelling units, located on 1 site, with the correct mix of bedroom sizes, 109 three-bedroom units, 10 four-bedroom units and 8 five-bedroom units. (LESS DESIRABLE SOLUTION)**

*L'offerta è per 127 abitazioni, situati su un sito, con il giusto mix di abitazioni per camere da letto, 109 tre-camere da letto, 10 da quattro-*

YES/Si | NO

---

*camere da letto e 8 cinque-camere da letto. (SOLUZIONE MENO DESIDERABILE)*

- f. **The proposal is for a minimum of 24 12 dwelling units but no more than 127 dwelling units, located on 1 site, with the correct mix of bedroom sizes (approximately 86% of 3 bedrooms units, minimum 8% of 4 bedroom units and minimum 6% of 5 bedroom units). (LEAST DESIRABLE SOLUTION)**

YES/Si | NO

*L'offerta è per un minimo di 24 12 o più abitazioni ma e non più di 127 abitazioni, situate su un sito, con il giusto mix di abitazioni per camere da letto (circa l'86% delle abitazioni proposte hanno 3 camere da letto, minimo 8% hanno 4 camere da letto e minimo 6% hanno 5 camere da letto). (IL MENO DESIDERABILE DELLE TRE SOLUZIONI)*

**2. TYPE OF CONSTRUCTION – TIPO DI COSTRUZIONE:**

- a. **There are no more than twelve dwelling units in one single building.**  
*Non ci sono più di dodici abitazioni in un singolo edificio.*

YES/Si | NO

- b. **The proposal has a minimum of 24 12 dwelling units per site.**  
*L'offerta ha un minimo di 24 12 abitazioni per sito.*

YES/Si | NO

- c. **The proposal has a maximum of 127 dwelling units.**  
*L'offerta ha un massimo di 127 abitazioni.*

YES/Si | NO

- d. (1) **If single houses, row houses or duplexes are proposed, they have an individual fenced yard.** (Reply only if your proposal includes single, row-houses or duplexes)

*Se sono proposte case singole, a schiera o bifamiliari, hanno un giardino privato recintato. (Rispondete solamene se nella Vostra offerta sono incluse case singole, a schiera o bifamiliari)*

YES/Si | NO

- (2) **Does the multi-unit complexes have, at a minimum, a common area with a grassed play area for children and includes installed playground equipment which conform to CPSC Pub No 325 - Handbook for Public Playground Safety (available at <https://www.cpsc.gov/PageFiles/122149/325.pdf>).**

*I complessi multi-unità hanno, come minimo, un'area comune con un'area giochi erbosa per bambini che comprendono attrezzature per giochi installati conformi al CPSC Pub n. 325 - Manuale per la sicurezza dei parchi giochi pubblici (disponibile su <https://www.cpsc.gov/PageFiles/122149/325.pdf>)*

YES/Si | NO

- (3) If a building is over 3 story high it is equipped with fire prevention sprinkler system in accordance with United Facilities Criteria (UFC) 3-600-01, Fire Protection Engineering for Facilities (available at [https://www.wbdg.org/FFC/DOD/UFC/ufc\\_3\\_600\\_01\\_2016\\_c2.pdf](https://www.wbdg.org/FFC/DOD/UFC/ufc_3_600_01_2016_c2.pdf)).. (Reply only if your proposal includes a building over 3 stories above ground)**

*Se sono proposti edifici con più di 3 piani fuori terra gli edifici sono equipaggiati con impianto sprinkler anti-incendio in conformità con United Facilities Criteria (UFC) 3-600-01, Fire Protection Engineering for Facilities (disponibile su [https://www.wbdg.org/FFC/DOD/UFC/ufc\\_3\\_600\\_01\\_2016\\_c2.pdf](https://www.wbdg.org/FFC/DOD/UFC/ufc_3_600_01_2016_c2.pdf)). (Rispondete solamente se nella Vostra offerta è incluso un edificio con più di 3 piani fuori terra)*

YES/Si | NO

- (4) Each dwelling unit is provided with at least one garage or covered carport and is provided with one designated parking space.**

*Per ciascuna abitazione è previsto almeno un garage o posto auto coperto ed è previsto un posto auto riservato.*

YES/Si | NO

- (5) Visitors parking, in the minimum amount of 1 parking space for every 5 dwelling units, is provided within the proposed site.**

*Sono previsti parcheggi per ospiti nel numero minimo di 1 parcheggio per ogni 5 abitazioni, all'interno del sito proposto.*

YES/Si | NO

- e. The dwelling unit will be certified in Energy Conservation Class A or A+**

*L'abitazione sarà certificata nella classe A o A+ (Certificazione Energetica degli edifici)*

YES/Si | NO

**3 ACCESS WITHIN THE SITE – ACCESSO ALL'INTERNO DEL SITO:**

- a. Suitable roadways, sidewalks and steps will be provided as necessary for convenient access to dwelling units and to allow delivery of furnishings by truck.**

*Strade, marciapiedi e scale saranno appropriate per un facile accesso alle abitazioni e per permettere ai camion le consegne dell'arredamento.*

YES/Si | NO

**4. LAYOUT – DISTRIBUZIONE:**

- a. (1) The dwelling units are designed to provide a practical/functional layout with private entrances.**

*La disposizione delle abitazioni è progettata in modo pratico/funzionale, con entrate indipendenti.*

YES/Si | NO

- (2) Kitchen, living room and bedrooms are accessed without passing through other bedrooms.**

YES/Si | NO

*La cucina, il soggiorno e le camere letto sono accessibili senza dover passare attraverso altre camere letto.*

- (3) For each dwelling unit there is at least one full bathroom, accessible from a common area, with bathtub and shower plate with box.**

YES/Si | NO

*Per ciascuna abitazione c'è almeno una stanza da bagno completo con vasca e piatto doccia con box, accessibile da un'area comune.*

- (4) For the master bedroom of each dwelling unit there is at least a private ¾ bathroom.**

YES/Si | NO

*Per la camera da letto matrimoniale di ciascuna abitazione c'è almeno una stanza da bagno privato da ¾.*

- (5) On the ground floor of single housed, row-house and duplexes as well as in the day area of apartment there is a ½ bathroom (toilet and sink) or ¾ bathroom (toilet, sink and shower with shower box).**

YES/Si | NO

*Al piano terra delle case singole, case a schiera e bifamiliari, così come nella zona giorno di ciascun appartamento, c'è una ½ stanza da bagno (water e lavandino) o un ¾ stanza da bagno (water, lavandino e piatto doccia con box)*

- (6) Four and five bedroom dwelling units are provided with an additional ¾ bathroom (toilet, sink and shower with shower box) or full bathroom.**

YES/Si | NO

*Ciascuna abitazione da quattro e cinque camere da letto ha un ulteriore ¾ stanza da bagno (water, lavandino e piatto doccia con box) oppure una stanza da bagno completo.*

- b. Each dwelling unit has a designated space or room to accommodate the side-by-side U.S. washer and dryer.**

YES/Si | NO

*Ciascuna abitazione ha uno spazio apposito o un locale, equipaggiato per l'installazione di una lavatrice e asciugabiancheria americane affiancate.*

**5. SIZE OF UNITS – DIMENSIONI DELLE ABITAZIONI:**

- a. The gross m<sup>2</sup> size, of each dwelling is within the range shown on the below table by bedroom type. The gross m<sup>2</sup> is the total area within the perimeter walls including storage, stairwells and bathrooms but excluding Garage.**

YES/Si | NO

*La superficie lorda, in m<sup>2</sup> di ciascuna abitazione rientra nei valori della tavola qui sotto. Il m<sup>2</sup> lordo è l'area totale all'interno delle mura perimetrali tra cui deposito, trombe delle scale e bagni ma escluso il Garage.*

<b>Unit by number of bedrooms</b>	<b>Minimum size</b>	<b>Maximum size</b>
<i>Abitazione per numero camere letto</i>	<i>misura minima</i>	<i>misura massima</i>
<b>3</b>	<b>111 m<sup>2</sup></b>	<b>152 m<sup>2</sup></b>
<b>4</b>	<b>137 m<sup>2</sup></b>	<b>181 m<sup>2</sup></b>
<b>5</b>	<b>137 m<sup>2</sup></b>	<b>214 m<sup>2</sup></b>

- b. (1) **Master bedroom and second bedroom of each dwelling unit have at least (sixteen) 16 m<sup>2</sup> of net floor space.**

*Le camera da letto principale e quella secondaria di ciascuna abitazione hanno una superficie netta di almeno (sedici) 16 m<sup>2</sup>.*

YES/Si | NO

- (2) **The third, fourth and fifth bedrooms have at least (nine) 9 m<sup>2</sup> of net floor space.**

*Le terze, quarte e quinte camere da letto hanno una superficie netta di almeno (nove) 9 m<sup>2</sup>.*

YES/Si | NO

- (3) **Kitchens are equipped with externally vented range hood, base and wall cabinets which allow space for the following U.S. supplied appliances:**

*Le cucine sono munite di cappa di aspirazione verso l'esterno, mobili pensili, che permettano l'installazione dei seguenti elettrodomestici forniti dal Governo degli Stati Uniti:*

YES/Si | NO

<b>APPLIANCE</b>	<b>HEIGHT</b>	<b>WIDTH</b>	<b>DEPTH</b>	<b>SUPPLY</b>	<b>REMARKS</b>
<i>Elettrodomestic-</i>	<i>Altezza</i>	<i>Larghezza</i>	<i>Profondita`</i>	<i>Alimentazione</i>	<i>Note</i>
<b>GAS RANGE (with Electrical oven)</b> <i>CUCINA A GAS (con Forno elettrico)</i>	87 cm	80	66 cm	10 AMP, 220V & GAS	Free standing Non a incasso
<b>REFRIGERATOR</b> <i>FRIGORIFERO</i>	175 cm	85 cm	85 cm	2.5 AMP, 220V	Free standing Non a incasso
<b>DISHWASHER</b> <i>LAVASTOVIGLIE</i>	85cm	60 cm	60 cm	11 AMP, 220v	Free standing Non a incasso

The + 5 cm for ventilation I + 5 cm per la ventilazione

- (4) **Kitchens are large enough to accommodate a table and chairs as follows: table 160 cm x 100cm and six (6) chairs for each three-bedroom units and table 210 cm x 100cm and eight (8) chairs for each four and five-bedroom units. (Tables and chairs are not to be furnished by the Offeror)**

*Le cucine sono sufficientemente grandi da alloggiare un tavolo e sedie come segue: tavolo da 160 cm x 100 cm e sei (6) sedie per ciascun abitazione da tre-camere letto e tavolo da 210 cm x 100 cm e otto (8) sedie per ciascun abitazione da quattro e cinque-camere letto. (Tavoli e sedie non devono essere forniti dall'Offerente)*

YES/Si | NO

- c. **Living room is large enough to accommodate living room furniture such as sofas, easy chairs, entertainment console coffee table and end tables.**

YES/Si | NO

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*Il soggiorno è sufficientemente grande da poter alloggiare il relativo arredamento quali divani, poltrone, mobile porta TV, tavolo da thè e tavolini.*

- d. Combined kitchen, living and dining room have sufficient space for kitchen and living room furniture [see b. (4) and c. above].**

YES/Si | NO

*Cucina, soggiorno e sala pranzo combinate hanno spazio sufficiente per i mobili da cucina e soggiorno [vedi b. (4) e c. qui sopra].*

**6. EXTERNAL DETAILS – DETTAGLI ESTERNI:**

- a. A water faucet is installed in each private yard and also in common areas.**

YES/Si | NO

*E' installato un rubinetto per l'acqua in ogni giardino privato e nelle aree comuni.*

- b. Yards are fenced and the green areas are landscaped to include grass. At time of delivery of the premises, all the green areas, including all the individual yards, shall have fully grown grass or well-established rooted sod.**

YES/Si | NO

*I giardini sono recintati e le aree a verde sono complete di manto erboso. Al momento della consegna dei locali, tutte le aree verdi, compresi tutti i singoli giardini, dovranno avere un'erba completamente cresciuta o zolle ben radicate.*

- c. Pedestrian gates have automatic closure system.**

YES/Si | NO

*I cancelli pedonali sono provvisti di sistema automatico di chiusura.*

- d. Car gates are motorized and three (3) remote controls will be provided for each dwelling unit.**

YES/Si | NO

*I cancelli carrai sono motorizzati e telecomandati e per ogni abitazione saranno forniti tre (3) telecomandi.*

- e. Video intercom with gate release is provided for each dwelling unit (required when pedestrian gate is not visible from the front windows of the dwelling unit).**

YES/Si | NO

*Ciascuna abitazione sarà fornita di videocitofono con pulsante di apertura (obbligatorio qualora il cancello pedonale non fosse visibile dalle finestre sul fronte casa).*

- f. Normal switch operated external lights are installed on walkways and near gates and motion sensor security lights are installed on all sides of the buildings.**

YES/Si | NO

*Luci esterne gestite da normali interruttori sono installati su marciapiedi nella vicinanza dei cancelli e su ogni lato esterno dell'edificio è installata*



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*l'illuminazione esterna, con sensori di movimento per l'accensione di sicurezza.*

- g. A lockable mail box for each dwelling unit is installed in the vicinity of the call buttons and a condominium mail box for each condominium.**

*Ogni abitazione è fornita di cassetta postale con serratura e posizionata vicina ai campanelli, e una cassetta postale condominiale per ciascun condominio.*

YES/Si | NO

- h. The below ground floor level is provided with a sump pump of sufficient capacity and battery backup with automatic battery charger.**

*Il piano di calpestio sotto il livello del suolo è munito di pompa di sollevamento di potenza adeguata con batteria tampone e caricabatteria automatica.*

YES/Si | NO

- i. Each dwelling has centralized or individual television antennas capable of receiving normal digital Italian terrestrial television signals and a centralized or individual satellite dish with dual LNB oriented on Euro Bird at 9° East and Hot Bird 13° east. The television and satellite systems are complete with distribution cables and outlets. Outlets are installed in the living/dining rooms, kitchens, den/family room (if provided) and all the bedrooms.**

*Ciascuna abitazione ha un impianto antenna TV centralizzata o individuale in grado di ricevere le trasmissioni digitali terrestri dei canali italiani e una parabola satellitare centralizzata o individuale con doppio LNB posizionato sui 9° Est (Euro Bird) e 13° Est (Hot Bird), completa d'impianto di distribuzione e prese. Le prese dovranno essere installate nei soggiorni/pranzo, cucine, taverne/mansarde (se fornite) e in ciascuna stanza da letto.*

YES/Si | NO

- j. All utility meters are installed and activated in Lessor's name.**

*Tutti i contatori sono installati ed attivati a nome del proprietario.*

YES/Si | NO

- k. Potable water is provided via aqueduct of an established utility company. Well water, if provided, is for irrigation use only.**

*L'acqua è potabile ed è fornita tramite l'acquedotto da una affermata ditta di servizi. L'acqua di pozzo, se disponibile, è solamente per irrigazione.*

YES/Si | NO

## **7. INTERNAL DETAILS – DETTAGLI INTERNI**

- a. Entrance doors to the dwelling units are reinforced security type doors with internal steel frame, min. 2 mm thick equipped with security lock type defender, peephole and multiple anchoring points. Min. Class 3 in accordance with UNIENV 1626.**

*Le porte d'ingresso alle unità abitative sono porte di sicurezza blindate con telaio interno in acciaio, spessore min. 2 mm, dotato di blocco di sicurezza*

YES/Si | NO

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*tipo defender, spioncino e punti di ancoraggio multipli. Min. Classe 3 secondo UNIENV 1626..*

- b. Insect screens are installed on all windows, french doors and sliding doors.**

*Ogni finestra, porta-finestra e porta scorrevole è munita di zanzariera.*

YES/Si | NO

- c. All shutters and/or roll down external blinds are provided with security locks/clips.**

*Ogni imposta e/o avvolgibile esterno è dotato di serratura/fermo di sicurezza.*

YES/Si | NO

- d. Where shutters are not provided, the windows and french doors are provided with either bars or with hardened/tempered glass.**

*Ove mancano le tapparelle/scuri/balconi, le finestre e porte-finestre sono dotate di inferriate o di vetro temprato/temperato.*

YES/Si | NO

- e. All windows and French doors are provided with vertical blinds and child-safe locking device. The vertical blinds are of replaceable panels made from fire resistant/retardant fabric, attached to a single rail mechanism operated by plastic pulley fixed to the window frame, which will prevent children from being able to accidentally be caught in the control cord. The vertical blinds are of the type that allows for replacement of individual panels without replacing the whole blind and has a neutral color approved by the Real Estate Contracting Officer. The child-safe locking devices shall have a key that will fit all child-safe devices in the entire residential complex.**

*Tutte le finestre e porta-finestre sono dotate di tende verticali e dispositivi di chiusura a prova di bambino. Le tende verticali sono pannelli sostituibili in tessuto ignifugo / ritardante, collegati ad un meccanismo a binario singolo e azionato da puleggia di plastica fissato al telaio della finestra, che impedirà ai bambini da rimanere impigliati nel cavo di controllo. Le tende verticali sono del tipo che consente la sostituzione di singoli pannelli senza sostituire l'intero cieco e deve avere un colore neutro approvato dal Real Estate Contracting Officer. I dispositivi di chiusura a prova di bambino hanno una chiave adatta a tutti i dispositivi a prova di bambino dell'intero complesso residenziale*

YES/Si | NO

- f. Bathrooms are provided with soap-dishes, toilet paper holders, towel racks, medicine cabinet above sinks with light and mirror, and shower box around shower plates complete with sliding showerhead with flexible hose and a vertical rail. Bathtubs are provided with hand shower head with a flexible hose and bracket in the vicinity of the tap/faucet. All taps/faucets are water mixer or thermostatic type.**

*Stanza da bagno/servizio igienico sono forniti di portasapone, porta carta igienica, porta asciugamani, un armadietto montato sopra il lavandino,*

YES/Si | NO

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*completo di specchio e luce incorporata, piatto doccia con box doccia e asta "Sali scendi" per testina e tubo flessibile. Le vasca da bagno sono munite di testina doccia a mano con tubo flessibile e gancio nella vicinanza del rubinetto. Tutti i rubinetti sono del tipo miscelatore o termostatico.*

- g. A handrail is installed on at least one side of all staircases.** YES/Si | NO  
*Su almeno un lato di ogni rampa scale è installato un corrimano.*
- h. (1) Entrances, hallways and stairs are at least 120 cm wide large enough for furniture to be delivered.** YES/Si | NO  
*Ingressi, corridoi e vani scala sono larghi almeno 120 cm sufficientemente ampi per la consegna di mobili.*
- (2) Bedrooms and usable attic spaces are not connected by spiral staircases.** YES/Si | NO  
*Camere e spazi sottotetto utilizzabili non sono collegati da scale a chiocciola.*
- i. The electrical distribution system (to include circuit breakers and ground fault system) within each dwelling unit is prepared and capable of sustaining a 6.6kW load and a 6kW meter.** YES/Si | NO  
*La rete di distribuzione elettrica (inclusi interruttori automatici e magnetotermici) di ciascuna abitazione è predisposta per l'utilizzo di una potenza di 6.6kW e contatore da 6kW.*
- j. Pendant and/or wall mounted light fixtures, open-type, with LED bulbs are installed wherever there is a light-point.** YES/Si | NO  
*Ovunque vi sia un punto luce, sono stati installati lampadari di tipo aperto, ventilato, a sospensione (o a muro) con lampadine a LED.*
- k. Kitchens have sufficient and adequate number of outlets to support dishwasher, range, refrigerator, microwave and other usual electrical domestic appliances. Outlets are Shucko and Italian type 3 prong.** YES/Si | NO  
*Nelle cucine sono predisposte delle prese elettriche in numero sufficiente per alimentare lavastoviglie, cucina, frigorifero, forno microonde e altri tipici elettrodomestici da cucina. Le prese sono tipo Shucko e italiane a 3 poli.*
- l. For an American washing machine - each dwelling unit has connection (two water taps, one normal, the other with hot water, each with 1/2" hose bib and 3/4" hose connection; drain pipe, between 4 and 5 cm in diameter with "S" trap, and 75 cm above the floor level; 220V, 16 Amp Shucko type electrical outlet with switch and a thermo magnetic circuit breaker)** YES/Si | NO  
*Per una lavatrice di tipo Americano - ciascuna abitazione ha i collegamenti (due rubinetti d'acqua, uno per l'acqua fredda e l'altro per acqua calda,*

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*ciascuna da 1/2" con attacco porta gomma da 3/4"; scarico acqua con sifone, diametro da 4 a 5 cm, a 75 cm di altezza dal pavimento; presa elettrica da 16 Amp. 220V ed interruttore con magnetotermico).*

- m. For an American dryer - each dwelling unit has connection (220V, 16 Amp Shucko type electrical outlet with switch and a thermo magnetic circuit breaker and vent outlet on perimeter/exterior wall, at 14 cm above the floor level, 12 cm diameter to permit the passage of the 10 cm vent pipe)**

YES/Si | NO

*Per l'asciugabiancheria (elettrica) di tipo Americano - ciascuna abitazione ha i collegamenti (presa elettrica da 16 Amp. 220V ed interruttore con magnetotermico e sfiato sul muro esterno, a 14 cm dal pavimento, con un foro di diametro 12 cm per permettere il passaggio di un tubo di sfiato da 10 cm).*

- n. (1) Each dwelling unit is provided with telephone distribution cables and outlets. Outlets are installed in the living room, den (family room, taverna) and all the bedrooms.**

YES/Si | NO

*Ciascuna abitazione è munita di un impianto di distribuzione telefonica con prese. Le prese sono installate nel soggiorno, taverna/attico e ogni camera da letto.*

- (2) A fixed telephone line and ADSL service provider is readily available in the Area.**

YES/Si | NO

*E' disponibile in zona un fornitore di servizio telefonico fisso e ADSL (via cavo).*

- o. Hard wired interconnected smoke detectors with battery backup are installed in each kitchen, living rooms, hallways and bedrooms.**

YES/Si | NO

*Sono installati rilevatori di fumo interconnessi cablati con batteria di riserva e sono installati in ogni cucina, soggiorno, corridoio e camere da letto.*

- p. Methane Gas detectors are installed in locations where gas is used (for cooking and heating) and where they will provide maximum security.**

YES/Si | NO

*Sono installati rilevatori di gas metano dove si utilizza il gas (per cucinare e riscaldare) e in posizioni tali da assicurare la massima sicurezza.*

- q. Hard wired interconnected Carbon Monoxide detectors are installed as appropriate for the type of systems and appliances (for cooking and heating) used in the dwelling units.**

YES/Si | NO

*Sono installati rilevatori interconnessi cablati di Monossido di Carbonio come appropriato per il tipo di impianti ed elettrodomestici utilizzati (per cucinare e per riscaldare) all'interno delle abitazioni.*

- r. Units will be consigned painted, cleaned and ready for occupancy.**

YES/Si | NO

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*Al momento della consegna le abitazioni saranno imbiancate, pulite e pronte per essere abitate.*

**8. HEATING AND AIR-CONDITIONING – RISCALDAMENTO E CONDIZIONATORI D’ARIA:**

- a. (1) **Each dwelling unit is equipped with an energy efficient heating system capable of adequately heat the premises to 22° C and a hot water heater which can provide a continuous supply of hot water to meet the needs of the number of occupants the unit is intended for. For example, a three bedroom is 4 to 5 occupants, 4 bedroom 5 to 7 occupants and a 5 bedroom is for 6 to 8 occupants.**

*Ciascuna abitazione è dotata di un efficiente sistema di riscaldamento in grado di riscaldare adeguatamente i locali fino a 22° C e scalda acqua sanitaria in grado di fornire una provvista di acqua calda continua a soddisfare il fabbisogno degli occupanti previsto per l’abitazione stessa. Ad esempio, un tre camere letto è per 4 o 5 occupanti, 4 camere per 5 a 7 occupanti e un 5 camere per 6 a 8 occupanti.*

YES/Si | NO

- (2) **Where floor-heating system is utilized, bathrooms are provided with radiators/towel warmers.**

*Dove viene utilizzato un impianto di riscaldamento a pavimento, nelle stanze da bagno sono installati radiatori/scalda salviette.*

YES/Si | NO

- b. **The air conditioning (centralized or split) system/s are energy efficient and are capable of maintaining a comfortable temperature of 24° C throughout the habitable dwelling unit.**

*L’impianto di condizionamento d’aria (tipo centralizzato o di tipo split) è a risparmio energetico ed è in grado di mantenere una temperatura confortevole di 24° C per tutta l’abitazione.*

YES/Si | NO

- c. **A sufficient number of thermostats are strategically placed to enable a balanced temperature throughout each dwelling.**

*I termostati sono installati in numero sufficiente e sistemati strategicamente per permettere una temperatura bilanciata in tutte le abitazioni.*

YES/Si | NO

**9. FORCE PROTECTION/SITE SECURITY (required only for proposed sites having 24 or more dwelling units) – SICUREZZA DEL SITO (richiesto solo per il sito proposto avente 24 o più unità abitative):**

- a. (1) **The perimeter of each separate and distinct location (site) is provided with a perimeter fence having a minimum height of 2 meters and a concrete base.**

YES/Si | NO

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*Il perimetro di ciascun sito separato e distinto è provvisto di una recinzione perimetrale avente un'altezza minima di 2 metri e una base in calcestruzzo.*

- (2) The perimeter fence is provided with an automatic (remote controlled) sliding gate having a minimum height of 2 meters.**

*Il recinto perimetrale è dotato di un cancello scorrevole automatico (telecomandato) avente un'altezza minima di 2 metri*

YES/Si | NO

- (3) The Offeror shall provide 3 remote control devices for every dwelling unit located within the site.**

*L'Offerente fornirà 3 telecomandi per ogni unità abitativa situata all'interno de sito.*

YES/Si | NO

- b. (1) The perimeter gate shall have surveillance camera coverage with all the cameras connected to the local Questura.**

*Il cancello perimetrale deve avere la copertura della telecamera di sorveglianza con tutte le telecamere collegate alla Questura locale.*

YES/Si | NO

- (2) The connection charges and annual surveillance fees shall be paid by the Offeror for the entire duration the U.S. Government has a presence within the site.**

*Le spese di connessione e le spese annuali di sorveglianza saranno a carico dell'Offerente per l'intera durata in cui il governo degli Stati Uniti è presente all'interno del sito.*

YES/Si | NO

- c. In the immediate vicinity of the perimeter entrance gate a security building is provided, predisposed for heating, air-conditioning and stubbed utility connections.**

*Nelle immediate vicinanze del cancello di ingresso perimetrale è previsto un edificio di sicurezza, predisposto con il riscaldamento, l'aria condizionata e le connessioni di utenze (che arrivano già nell'edificio).*

YES/Si | NO

- d. Security lights are provided throughout the site, particularly at the perimeter entrance gate.**

*Luci di sicurezza sono fornite su tutto il sito, in particolare al cancello d'ingresso perimetrale.*

YES/Si | NO

**10. ADDITIONAL PROVISIONS – DISPOSIZIONI AGGIUNTIVE:**

- a. The proposal includes installed playground equipment, soccer fields and/or open spaces ample to allow for recreational fields.**

*L'Offerta comprende attrezzature per parchi giochi installati, campi da calcio e / o spazi aperti ampi per consentire campi ricreativi.*

YES/Si | NO

- b. Prior to the acceptance of the premises, the Offeror will provide the Certificate of Habitability for each dwelling.**

*Prima di accettare gli immobili, l'Offerente fornirà il Certificato di Agibilità per ogni abitazione.*

YES/Si | NO

- c. Prior to the acceptance of the premises, the Offeror will provide Certificates of Compliance for all the appliances, equipment, systems and work performed requiring such certificates. Offeror will also provide the APE energy certificate.**

*Prima di accettare gli immobili, l'Offerente fornirà i Certificati di Conformità degli impianti e dei lavori svolti che richiedano tali certificazioni. Offerente fornirà anche il certificato energetico APE.*

YES/Si | NO

- d. At the acceptance of each dwelling unit, the Offeror will provide a copy of insurance policies for fire damage and water damage caused by flood or infrastructure failure.**

*Alla consegna di ciascuna abitazione l'Offerente fornirà copia della polizza d'assicurazione contro rischi d'incendio e danni causati da allagamenti (inondazione, esondazione, alluvione) e rotture strutturali (tubi/impianti rotti).*

YES/Si | NO

- e. The Offeror is aware that the US Government shall not be responsible for repainting the premises upon termination of the lease contract.**

*L'Offerente è consapevole che al termine del Contratto di Locazione il Governo non sarà tenuto a tinteggiare i locali.*

YES/Si | NO

- f. The Offeror will be responsible for policing of common areas, grass cutting of common grassed areas, irrigation of all planted items, pruning/cutting of trees, vines, hedges and shrubs, and stairwell cleaning in multi apartment buildings. Grass will be kept below 7 cm in height.**

*L'Offerente sarà responsabile della pulizia delle aree comuni, taglio dell'erba di aree verdi comuni, l'irrigazione di tutte le piante e l'erba, la potatura / taglio degli alberi, viti, siepi e arbusti, e pulizia scale in edifici a più appartamenti. L'erba sarà mantenuta sotto i 7 cm di altezza.*

YES/Si | NO

- g. At the time of consignment of the dwelling units, the Offeror will provide any technical manuals/instructions for installed equipment, instructions for refuse collection, together with any necessary bins or keys and a calendar of pick up dates.**

YES/Si | NO

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*Alla consegna delle abitazioni l'Offerente fornirà eventuali manuali tecnici/istruzioni per gli impianti installati e istruzioni riguardo la raccolta differenziata insieme ad ogni eventuale contenitore o chiave necessari e un calendario dei giorni di raccolta.*

- h. At the time of consignment of the dwelling units, the Offeror will provide instructions in English for heating units, air conditioning units and thermostats.**

*Alla consegna delle abitazioni, l'Offerente fornirà istruzioni in Inglese per ciò che riguarda i sistemi di riscaldamento, aria condizionata e per i termostati.*

YES/Si | NO

- i. The Offeror will be responsible for all maintenance and repair for the first two (2) years of the contract. After two (2) years, the Government shall assume minor (piccola) maintenance (except any warranty issues) and the Lessor shall continue with responsibility for ordinary (manutenzione ordinaria) and extraordinary (manutenzione straordinaria) maintenance and repair.**

*Nei primi due (2) anni di contratto l'Offerente è responsabile per la manutenzione ordinaria e piccola manutenzione e per eventuali riparazioni. Dopo i due (2) anni, il Governo degli Stati Uniti si farà carico della piccola manutenzione (eccezione fatta per gli articoli in garanzia, che rimarranno a carico dell'Offerente) mentre l'Offerente continuerà ad essere responsabile per manutenzione e riparazioni ordinarie e straordinarie.*

YES/Si | NO

- j. At the time of Government acceptance of the dwelling units, the Offeror will provide POC contact information for maintenance and repairs and emergencies.**

*Alla consegna delle abitazioni, l'Offerente fornirà nomi e informazioni sul personale incaricato per la manutenzione, riparazioni ed emergenze.*

YES/Si | NO

- a. At the time of Government acceptance of each dwelling unit the Offeror will provide five (5) keys for each exterior door/gate, three (3) remote controls for each automatic gate and/or garage, two (2) keys for each utility room, closet or meter box and one (1) key for each interior door.**

*Alla consegna di ciascuna abitazione l'Offerente fornirà cinque (5) chiavi per ogni cancello e porta esterna, tre (3) telecomandi per ogni cancello automatico e/o garage, due (2) chiavi per ogni stanza/armadio contatori ed una (1) chiave per ogni porta interna.*

YES/Si | NO

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**DATE**  
DATA

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**OFFEROR'S SIGNATURE**  
FIRMA DELL'OFFERENTE