

# Solicitation for Offers

Solicitation Number PL-20-001

## SUMMARY

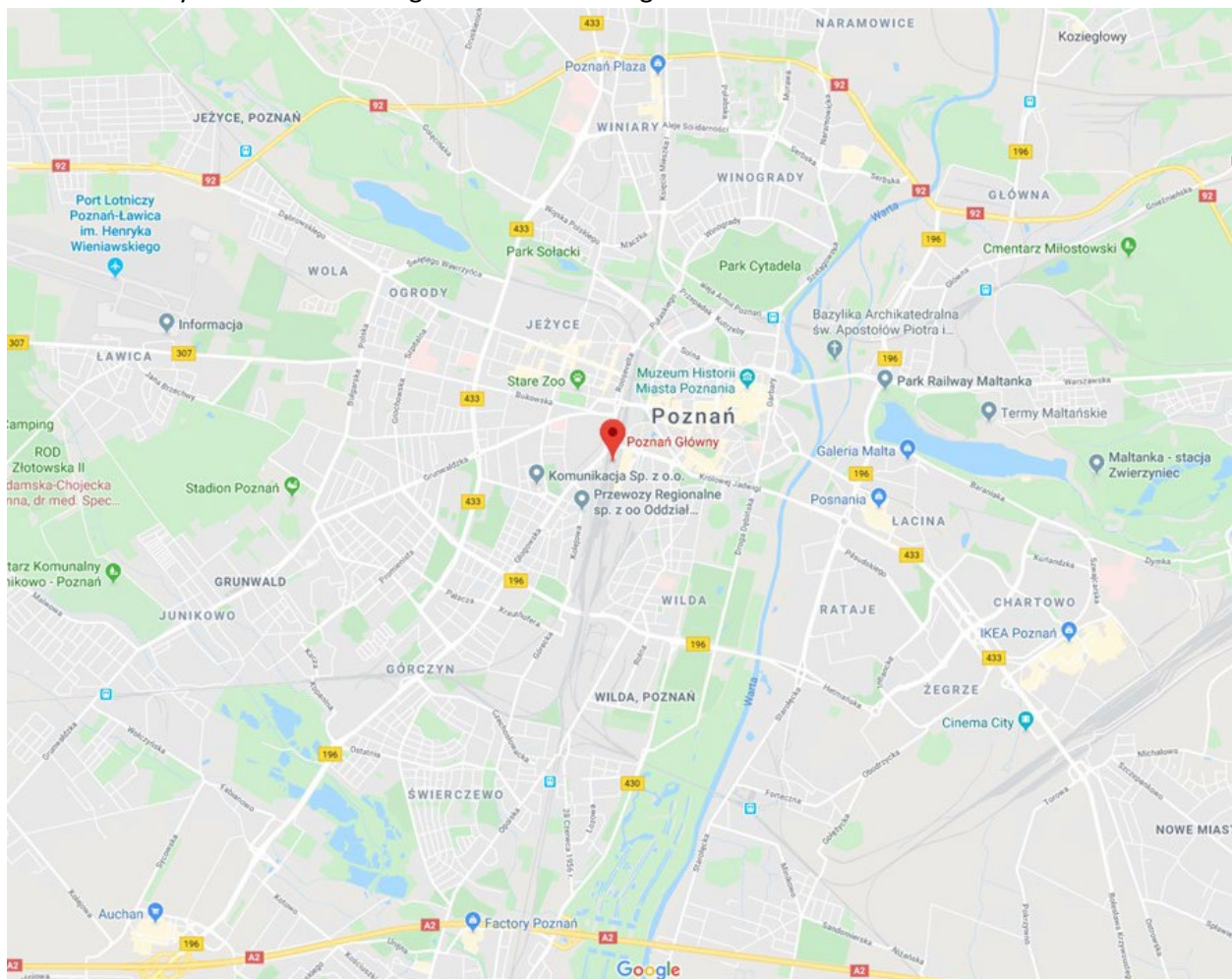
The United States Government is seeking to lease a fully furnished, fully serviced detached single-family residence with a minimum of four (4) bedrooms and 2.5 bathrooms within Poznan, Poland. The residence should be a minimum of 170 square meters with a maximum monthly rent not to exceed 10,000 PLN. The lease period is negotiable and will be for a term between one (1) to three (3) years. Proposed residences must meet the requirements listed below in this Solicitation. All proposals must be submitted no later than **05 January 2020** to email address

[CENAURestate.Solicitations@usace.army.mil](mailto:CENAURestate.Solicitations@usace.army.mil).

## 1. REQUIREMENTS

### A. Location

The residence must be located in the Poznań area, no more than 30 minutes from the Poznań Główny train station during normal commuting times.



## **B. House Requirements**

- a. Fully detached, single-family residence with a minimum of 170m<sup>2</sup>
- b. Must comply with International Building Code (IBC) and other applicable fire, life, health, and safety codes
- c. May not have more than two (2) additional floor above the ground level
- d. Must be located in a safe, low crime area
- e. All exterior gates, walkways, and entrances must be well illuminated
- f. Must provide paved on-site parking for at least two (2) vehicles; below-grade parking in unacceptable
- g. Must have secure entry doors with tap-resistant cylinders deadbolt locks and peephole
- h. Must have a doorbell with an intercom
- i. Provide a wired home alarm system to include door and window sensors connected to a central control panel
- j. Fire/smoke detector alarms must be installed in all rooms (except bathrooms)
- k. Carbon monoxide detector alarms must be installed in any room with combustible gas
- l. Electric system must be grounded
- m. Ground Fault Circuit Interrupters (GFCI) must be installed in kitchen, bathrooms and other potentially wet locations
- n. Ceiling lights in every room with energy efficient light bulbs
- o. Must have a minimum of four (4) separate bedrooms
- p. Each bedroom will be of sufficient size to accommodate a full-size bed (140 cm x 200 cm), dresser, night stand, and any other required furnishings
- q. Must have at least one (1) accessible and operational window in all bedrooms and living room areas

## **C. Bathroom Requirements**

- a. Minimum of two (2) full bathrooms (shower or tub) with shower head and shower curtain and one (1) half bathroom
- b. Adequate plumbing to prevent extreme fluctuations in water pressure and water temperature
- c. Sink with water stopper
- d. Toilet with seat and lid
- e. Mirror above all bathroom sinks
- f. Storage or medicine cabinet
- g. Exhaust fan or operational window
- h. Towel bar or hook
- i. Toilet paper holder
- j. Water resistant flooring (no hardwood or carpet)

## **D. Kitchen Requirements**

- a. Must have a full kitchen of sufficient size to accommodate all required appliances
- b. Sufficient electrical outlets to accommodate a variety of countertop appliances
- c. Sink with strainer and stopper
- d. Large, modern refrigerator with freezer

- e. Dishwasher
- f. Microwave
- g. Oven
- h. Range cooktop with at least two (2) burners
- i. Cooktop exhaust fan
- j. Water resistant flooring (no hardwood or carpet)

**E. Furnishing Requirements**

- a. Plates, bowls, glassware, and flatware for a minimum eight (8) place settings
- b. Pots, pans, and kitchen utensils
- c. Full-size bed (140 cm x 200 cm), wardrobe, nightstand, bed side lamp, and chest of drawers per bedroom
- d. Ironing board and iron with automatic shutoff
- e. Electric water coffee pot or kettle
- f. Dining table with a minimum of eight (8) chairs
- g. Desk with chair for computer
- h. Two (2) Sofas
- i. Coffee table and end table
- j. Bookcase or shelving units
- k. Operational privacy blinds or curtains installed on all windows (no transparent coverings)
- l. Two (2) sets of bed sheets, two (2) blankets, one (1) comforter, and two (2) pillows per bedroom
- m. Two (2) sets of bath and hand towels per bedroom
- n. Two (2) dish towels
- o. Vacuum cleaner
- p. Broom with dustpan
- q. Mop with bucket
- r. Garbage can in kitchen and bathrooms
- s. Laundry washing machine and dryer
- t. An Organic Light-Emitting Diode (OLED) Television with 4K resolution and a minimum size of 55"
- u. One (1) fire extinguisher (certified and up to date) in the Kitchen, washer/dryer area, each floor, and/or separate areas

**F. Service Requirements**

- a. All utility costs will be included and paid in the rent
- b. All yard and lawn care services provided
- c. Weekly house cleaning service including cleaning kitchen, bathrooms, and emptying trash cans is strongly desired, but not required
- d. Potable hot and cold running water in kitchen and bathrooms
- e. Tenant adjustable heating in all rooms (including kitchen and bathroom)
- f. Air conditioning is strongly desired, but not required
- g. Cable or satellite service for television, with English programming

- h. Two (2) separate high-speed internet connections with WiFi accessible in every room throughout the residence
- i. Three (3) sets of keys to all locks
- j. Full maintenance, repair, and replacement of the residence and all Lessor provided systems and appliances
- k. Pest control service as per local health department requirements
  - l. Outside garbage containers with regular disposal service
- m. Snow and ice removal from sidewalks and driveways
- n. Regular maintenance and cleaning of common areas

**G. Lease Period**

The lease period is negotiable and will be for a term between one (1) to three (3) years. The U.S. Government will have the right to terminate the lease at any time with 30 days' notice.

**H. Rent**

Rent shall be paid quarterly in advance through Electronic Funds Transfer (EFT), in either USD, Euro, or PLN, as negotiated. Maximum total monthly rent should not exceed the equivalent of 10,000 PLN. Proposals received with a rental price that is determined to be substantially above the market rate may be disqualified.

**I. Security Deposit**

Due to U.S. fiscal law, the payment of a security deposit is prohibited. However, a joint condition inspection of the housing will be performed with the Lessor prior to U.S. personnel occupancy. The results of this inspection will be mutually agreed to and signed by both the Lessor and an authorized U.S. Government representative. This signed inspection will be incorporated into the lease. The lease will include a clause stating that the U.S. Government will be responsible for damages beyond reasonable wear and tear. Upon lease termination, a final joint condition inspection will be performed and the U.S. Government may repair such identified damages or pay the Lessor an agreeable sum of money for the repair of those damages.

**J. Modifications**

The U.S. Government will reserve the right in the lease agreement to make modifications to the residence. Modifications may include, but are not limited to, drapes/blinds, planters, security doors, closed circuit television (CCTV)/surveillance, additional electrical, mechanical or architectural work. Any work performed will comply with current International Building Code (IBC). Upon termination of the lease, any damages resulting from U.S. Government modifications will be repaired or the Lessor will be paid a reasonable sum of money agreed to by both parties for the repair of those damages.

**K. Lease Agreement**

The lease agreement shall be in English and in similar form to the attached draft lease. If a courtesy copy of the lease were to be translated into Polish, the English language version shall govern.

**L. Availability**

Proposals can either be for existing residences that is immediately available and meeting the minimum requirements; or residences which must be altered to meet the minimum requirements but can be made available by the delivery date specified in this solicitation.

**M. Occupancy Date**

The U.S. Government is seeking beneficial occupancy of the residence no later than **31 January 2020**.

**2. PROPOSAL SUBMISSION**

**A. Proposal Submission Requirements**

- a. Description of the residence
- b. Map showing the location of the residence
- c. Photographs of the residence clearly depicting the interior, exterior, and street views
- d. List of provided furnishings and services
- e. Proposed rental rate
- f. Floorplan or drawing of the residence's layout

**B. Proposal Submission Deadline**

All proposals must be submitted via email to [CENAURealEstate.Solicitations@usace.army.mil](mailto:CENAURealEstate.Solicitations@usace.army.mil) no later than **05 January 2020**. Proposals received after this time might not be considered. The U.S. Government reserves the right to allow for multiple subsequent open periods to meet the total requirement if needed.

**3. PROPOSAL EVALUATION AND AWARD**

**A. Evaluation Factors**

Proposals will be evaluated based upon the below factor:

- a. Price
- b. Condition / Furnishings / Services
- c. Layout Functionality
- d. Location

**B. Competitive Range**

Received proposals will be evaluated using the above factors to determine which proposals offer the **best value** to the U.S. Government. The top proposals will establish the Competitive Range. Proposals that do not meet the minimum requirements listed in this Solicitation may be either further pursued or disqualified at the discretion of the authorized U.S. Government representative.

**C. Negotiations**

Oral and/or written negotiations may be held with each responsive Offeror within the Competitive Range in order to clarify details and ensure mutual understanding.

**D. Inspection**

During or following negotiations, an authorized U.S. Government representative may inspect the proposed residence to verify conditions and potential security concerns. These inspections are likely to occur during the period of **13-17 January 2020**, during which time the residence must be made available for viewing. If correctable security concerns are identified, the Offeror will be notified of any required modifications.

**E. Best and Final Offer**

Concluding negotiations and inspections, competitive Offerors may be provided an opportunity to revise and submit a Best and Final Offer.

**F. Award**

Best and Final Offers will be reviewed and the U.S. Government may execute a lease with the Offeror selected for award. This lease will be similar to the attached Draft Lease and executed in English. Despite the foregoing, the U.S. Government reserves the right to award and execute a lease based on initial proposal submissions.

**4. IMPORTANT DATES**

**A. 05 January 2020 – Proposals submissions due**

**B. 13-17 January 2020 – Inspect best proposals**

**C. 31 January 2020 – Award lease and occupy residence**

This Solicitation is non-binding upon the U.S. Government and may or may not result in the award of a lease contract, subject to availability of appropriations. Nothing in this Solicitation shall be interpreted to require obligations or payments by the U.S. Government in violation of the Anti-Deficiency Act (31 USC 1341).

**U.S. GOVERNMENT  
LEASE FOR  
REAL PROPERTY**

**LEASE NO. DACA905XX0XXXXXX**

THE LESSOR, (name), (address), (whose Agent is \_\_\_\_\_), does hereby lease to the UNITED STATES OF AMERICA, acting by and through its Real Estate Contracting Officer, pursuant to delegations of authority from the Secretary of the Army, hereinafter called the GOVERNMENT, under the authority of 10 U.S.C. § 2675, the described premises on the terms stated herein.

**1. LOCATION OF LEASED PREMISES.**

(Full Address)

**2. DESCRIPTION OF LEASED PREMISES.**

FULL-TIME EXCLUSIVE USE of a four (4) bedroom fully serviced, furnished single-family residence, two and one-half (2.5) bath, and containing approximately \_\_\_\_\_ square meters of above grade space, to be used for Government purposes.

**3. TERM.**

To have and to hold the said premises with all appurtenances thereto for the term beginning \_\_\_\_\_ through \_\_\_\_\_, subject to termination and renewal rights as may be hereinafter set forth.

**4. RENEWAL.**

The Government shall have the right option but not the obligation to renew this lease for an additional period of time, under the same terms and conditions provided herein by providing written notice to the Lessor of the Government's renewal at least 30 days prior to the expiration of the current term or subsequent renewal thereof provided that this lease shall in no event extend beyond a total period of 10 years. Upon the exercise of a renewal right, the Government may agree to negotiate an adjustment in annual rent that reflects current fair market rent in the same area, as evidenced by an appraisal or market survey acceptable to the Government.

**5. TERMINATION.**

A. The Government may terminate this lease at any time by giving at least 30 days written notice to the Lessor. Said notice shall be computed commencing with the day after the date of mailing. The Lessor has no termination rights under this Lease.

B. Any holdover of Government occupancy of premises 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 premises.

C. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the 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 Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the 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 Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the 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 Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the 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.

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

## **6. RENTAL CONSIDERATION.**

A. The Government shall pay the Lessor an annual TOTAL RENT of \$ [REDACTED].00. Total annual rent shall be comprised of the following two components:

(1) BASE RENT in the amount of \$ [REDACTED].00. Base rent shall include the following items and at no additional cost:

(i) Exclusive use of the premises

(ii) Parking for two (2) cars

(iii) Lessor provided appliances, fixtures, and furnishings

(iv) Refuse removal

(v) Basic cable or satellite TV service

(vi) Two (2) separate hard-wired private internet service connections and wireless internet provided through the premises

(vii) All maintenance of interior and exterior areas, equipment, and amenities

(viii) Weekly apartment cleaning including emptying trash cans, changing towels and linens, bathrooms, and kitchens



- (ix) Yard and lawn care
- (x) Snow and ice removal

(2) UTILITIES in the amount of \$ [REDACTED].00. Utilities shall include the following items and will be reconciled annually in accordance with Article 7 in this Lease, UTILITY RECONCILIATION:

- (i) Water/Sewer
- (ii) Electricity
- (iii) Gas

B. The lease payment schedule shall be as follows:

- (1) First payment, 31 January 2020 thru 31 March 2020 \$XXXX.00
- (2) All subsequent quarterly payments starting 1 April 2020 \$XXXX.00
- (3) Last payment, 1 January 2023 thru 30 January 2023 \$XXXX.00

C. Rent for a lesser period shall be prorated.

D. Rent shall be paid by electronic fund transfer and made payable to:

(Lessor, Address, City, Country, ZIP)

E. The Lessor acknowledges and agrees that the payments for the first quarter of each U.S. Fiscal Year (October, November, and December) may be delayed due to administrative procedures. Accordingly, the due date for these payments is extended and shall not be considered late, nor shall interest accrue, if payment is made no later than 1 December. The Lessor also hereby waives any and all claim(s) related to, arising from, or resulting from such delayed payments.

F. 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).

G. The Lessor hereby agrees that the rental consideration specified herein is the only consideration to be received for the demised premises and includes maintenance, and services specified herein. No other remuneration will be paid by the Government, the Government's occupant, members of his or her family, or any other person on their behalf.

## 7. UTILITY RECONCILIATION.

After the lease has been in effect for one (1) year, the Government or Lessor may request reimbursement for the decreased or increased difference between actual and the annual costs of utilities. If it is determined that a change in the cost of utilities has occurred, the Government shall prepare a supplemental agreement to reimburse the Lessor or Government in lump sum for the difference in utility costs and to establish a new base amount for annual cost of utilities. The Lessor agrees to make all records applicable to such costs available to the Government or its representatives. After the supplemental agreement has been executed, further requests for reimbursement may be made at the anniversary date of the last supplemental agreement, reimbursing the Lessor or Government in lump sum for the difference in the current annual costs from the annual base year costs. Nothing herein contained shall be construed as providing payment for any changes in the delineated costs that accrued prior to the effective date of any supplemental agreement provided above. The reimbursement will be effective 30 days after the day the request for reimbursement was received and validated.

Lessor is required to retain records applicable to utility costs, to include copies of paid utility bills, for a period of no less than two years from the date in which the utility bill is satisfied. The Lessor will have 30 calendar days to comply with the Government's request for actual documentary evidence of costs expended for utilities. In the event the Lessor does not produce the necessary documents required by this paragraph, the Lessor and Government agree to reduce the annual amount included in the lease for utilities by 25% for the following year, with Lessor having no right or claim to the actual cost of utilities for that year in which the 25% reduction was in effect.

#### **8. APPLICABLE LAWS AND REGULATIONS.**

The Lessor shall comply with all applicable laws, ordinances and regulations wherein the premises are located.

#### **9. RULES AND REGULATIONS.**

The Lessor reserves the right to establish reasonable written rules and regulations relating to the use of the common areas in the premises, and to establish other reasonable rules and regulations as the Lessor may consider necessary for the general welfare, health, and comfort of all residents in the premises, and for the protection of buildings and property in the premises. The Government's occupant, to the extent the Lessor's rules and regulations do not otherwise alter the terms and conditions of this lease or otherwise conflict with Federal law, shall obey all of the rules and regulations that are in effect from time to time and see that all other occupants of the demised premises and all their guests and visitors also observe the rules and regulations.

#### **10. NOTICE.**

A. Any notice under this Lease shall be in writing signed by a duly authorized representative of the party giving such notice.

B. If given by the Government, such notice shall be addressed to the Lessor at: [REDACTED], by e-mail of a scanned document to [REDACTED], or by hand delivery. Notice is effective the day after the date of mailing, hand delivery to the Lessor, or transmission of e-mail.

C. If given by the Lessor, such notice shall be addressed to the Government at: [REDACTED], by e-mail of a scanned document to [REDACTED], or by hand delivery. Notice is effective the day after the date of mailing, hand delivery to the Government, or transmission of e-mail.

D. The Lessor, by written notice to the Government, will furnish notification of any change of address, 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 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 Government. Notice is effective the day after the date of mailing, hand delivery to the Government, or transmission of e-mail.

#### **11. INITIAL CONDITION REPORT.**

A joint inspection and condition report shall be made as of the effective date of this lease. This report should reflect the then present condition of the demised premises and will be signed and agreed to by the Lessor (or Lessor's authorized representative) and the Government. A copy of

the report shall be provided to the Lessor. All identified repairs shall be accomplished within a reasonable period, but in any event not later than 30 days from notification.

## **12. REPAIR AND MAINTENANCE OF PREMISES.**

A. The Lessor agrees to keep the demised premises (including all appliances and fixtures located therein) in good repair and in tenantable condition so that the premises will be fit for the use for which it was intended.

B. The Lessor is responsible for maintaining any existing landscaping and for any other required maintenance of the exterior demised premises, to include, but not limited to, eaves, walls, patios, decks, sidewalks, drives, gutters, removal of tree leaves or needles, and tree trimming.

C. The Lessor is responsible for the maintenance, repair, and replacement of all Lessor provided appliances, fixtures, and furnishings, including but not limited to the servicing of smoke detectors, carbon dioxide detectors, heating, ventilation and air conditioning (HVAC) equipment and filters.

D. The Lessor warrants that any mechanical equipment and utilities within the Premises are in good serviceable and operating condition.

E. The Government shall within a reasonable time notify the Lessor of any conditions in the demised premises that are in need of repair. In the event, an emergency repair is required, the Government's occupant may notify both the Government and the Lessor simultaneously using the contact information in Article 10. However, the Lessor understands and acknowledges that Government's occupant is not authorized to make any agreements, whether oral or written, regarding the leased premises in accordance with Article 36 and that without express Real Estate Contracting Officer authority, no agreement or related action associated with this Lease is binding on the Government in accordance with Article 37 below.

F. All emergency maintenance and repairs performed by the Lessor will be completed within 48 hours from the time of notification. Emergency maintenance and repairs include but are not limited to: 1) leaking water pipes; 2) blocked or leaking drains; 3) electrical failure; and 4) sewerage system malfunction.

G. In the event the Lessor shall fail to perform emergency maintenance and repairs within 48 hours or to perform non-emergency maintenance and repairs within five (5) days from the date notice is given by the Government, the Government may immediately perform or have performed such maintenance and repairs and deduct all costs thereof from the rental and other charges due or to become due under the terms of this Lease.

H. The Lessor shall not enter the premises without the Government's occupant or the Government occupant representative being present. Access shall be coordinated by using the email addresses listed in Article 10 above.

## **13. RESPONSIBLE PARTY.**

A. 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 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.

B. The Government shall not be liable for any loss, destruction or damage to the leased premises that is not a direct result of the Government's or its authorized occupant's negligent use of the leased premises, including but not limited to acts of nature such as fire, lightning,

earthquakes, floods, or severe weather and acts of terrorism or war. The 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.

#### **14. PEST CONTROL.**

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.

#### **15. DECENT, SAFE AND SANITARY HOUSING.**

The Lessor shall provide Decent, Safe and Sanitary housing and living conditions. Rental housing meeting these conditions is housing that:

- A. Meets applicable housing and occupancy requirements.
- B. Is structurally sound, weather-tight, and in generally good repair.
- C. Contains a safe, adequate electrical system.
- D. Has adequate living space for occupants.
- E. Has a kitchen with a sink, potable hot and cold running water, and connections for a stove and refrigerator.
- F. Has a separate, complete bathroom with potable hot and cold running water.
- G. Has heating as required by climatic conditions.
- H. Has an unobstructed exit to safe, open space at ground level.
- I. Meets standards protecting occupants from hazards to include but not limited to lead-based paint, friable asbestos, etc.
- J. Complies with all applicable local health and housing codes.

#### **16. DAMAGE BY FIRE OR OTHER CASUALTY.**

If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 days thereafter; if so terminated no rent shall accrue to the Lessor after such partial destruction or damage; and if not so terminated the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

#### **17. INSURANCE.**

Lessor shall maintain fire and extended coverage insurance on the leased premises in such amounts as Lessor shall deem appropriate. Occupant shall be responsible at occupant's expense for fire and extended coverage insurance at occupant's discretion on all of occupant's personal property located in the leased premises.

#### **18. OWNERSHIP.**

The Lessor warrants that the Lessor is the rightful and legal owner, or legally authorized representative, of the herein described premises and has the legal right to enter into this Lease and perform its obligations. If the title of the Lessor shall fail, or it be discovered that the Lessor

did not have authority to lease to the Government, the Government shall have the option to terminate this Lease. The Lessor, the Lessor's heirs, executors, administrators, successors, or assigns agree to indemnify the Government by reason of such failure and to refund all rental paid by the Government. Further, the Government shall have the option to withhold rents pending the resolution of any and all ownership issues and discrepancies.

#### **19. LESSOR'S SUCCESSORS.**

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. If the Lessor shall sell or otherwise transfer the land containing all or any portion of the Premises, Lessor shall ensure that such land is sold or transferred subject to this Lease. If Lessor fails to sell or transfer such land subject to this Lease, the Government shall have the same rights as under Article 18 of this Lease, OWNERSHIP.

#### **20. EXECUTION AUTHORITY.**

Whenever the lease is executed by an attorney, agents, or other person, or corporation on behalf of the Lessor, the name of the Lessor shall appear above the signature of the person assigning. A signature authorization must be provided with the signed lease.

#### **21. ALTERATIONS.**

The Government shall have the right, during the existence of this Lease, to make alterations, attach fixtures, excavate, and erect additions, structures, or signs, in or upon the Premises, which fixtures, additions, or structures, so placed in, upon or attached to the Premises shall be and remain the property of the Government and may be removed or left in place at the option of the Government.

#### **22. DAMAGES.**

A. 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 Government no later than 30 days after termination of this lease.

B. The Government shall not compensate either physically or by payment in lieu thereof: 1) reasonable wear and tear; 2) damage by acts of God; 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 interior paint of the demised premises, when the 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.

C. In the event compensation is warranted, the 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 (3) estimates of damages to support the Lessor's damage claim.

D. Unless the Lessor offers contrary evidence at the time of execution of the Lease, and the Government affirmatively accepts an alternative depreciation schedule, all items within the demised premises, to include carpeting, flooring, and appliances, are subject to a five (5) year straight line depreciation schedule, with the exception of interior paint (one year).

E. The 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. However, it is the Lessor's responsibility to assure personal entry to the premises by retaining a duplicate set of key(s). Unreturned keys will not entitle the Lessor to a claim or other compensation.

F. The 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 or during the time in which the Lessor must restore the premises to a habitable condition.

### **23. DISPUTES.**

This lease is subject to the Contract Disputes Act of 1978. The Lessor shall proceed diligently with performance of this lease, pending final resolution of any request for relief, claim, appeal or action arising under this lease. The decision of the Real Estate Contracting Officer shall be final unless the Lessor appeals or files a suit as provided in the Act. All claims must be made to the Real Estate Contracting Officer, in writing, and postmarked within 30 days of termination or expiration of the Lease or such claims are forever barred.

### **24. INTEREST ON OVERDUE PAYMENTS.**

A. 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, except as specified in Article 6.E. above.

B. 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.

### **25. TAXES.**

The Lessor accepts full and sole responsibility for the payment of all fees, taxes and other charges of a public nature which may arise in connection with this Lease, or which may be assessed against the Premises. This includes registration of this Lease and payment of related charges.

### **26. GRATUITIES TO GOVERNMENT EMPLOYEES.**

A. The Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army 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 Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such lease; provided that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be an issue and may be reviewed in any competent court.

B. In the event this lease is terminated as provided in paragraph (A) hereof, the Government shall be entitled (1) to pursue the same remedies against the Lessor as it could pursue in the event of breach of the lease by the Lessor, and (2) as a penalty in addition to any

other damages to which it may be entitled by law, exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten times the cost incurred by the Lessor in providing any such gratuities to any such officer or employee.

C. The rights and remedies of the 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 lease.

**27. OFFICIALS NOT TO BENEFIT.**

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

**28. COVENANT AGAINST CONTINGENT FEES.**

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing businesses. For breach or violation of this warranty the 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. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

**29. NON-DISCRIMINATION.**

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.

**30. EXAMINATION OF RECORDS.**

The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (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.

**31. LANGUAGE PRECEDENCE.**

This Lease is executed in English. In the event of inconsistency between any terms and conditions of this Lease and any potential translations, the English language version will have precedence and control.

**32. ASSIGNMENT.**

The Government shall have the right to assign this Lease to a successor organization or entity, hereinafter referred to as a "Successor." Such assignment shall take effect by the signing of an

amendment to this Lease by Lessor, Government, and the Successor. Assignment rights contained herein include the right of the Government to enter into agreements with any Successor for any and all fixtures, additions, alterations, improvements, or structures of the Government.

### **33. FORECLOSURES – CHANGE OF OWNERSHIP.**

A. If, during the term of this lease, including any renewals or extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation, assignment, or other transaction, the Lessor (transferor) shall promptly notify the Government of said transfer. The following information shall accompany such notification:

- (1) A copy of the deed or other appropriate instrument transferring title or sufficient interest to lease to the property from the transferor to the new owner.
- (2) The new owner's tax identification or social security number.

B. The foregoing information must be received not later than 20 days after the effective date of transfer of title. In any instance, failure to submit the documentation required for a transfer of title will result in a suspension of rental payments until such time as all documentation is received by the Government.

C. When the title to premises leased to the Government is transferred, a supplemental agreement shall be entered into by the old and new owners and the Government to reflect such change of ownership.

### **34. FORECLOSURES – SUBORDINATION, NONDISTURBANCE ATTORNMENT.**

A. Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within 20 business days following the Government's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Government promptly upon demand.



C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Government and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

**35. SOVEREIGNTY.**

None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

**36. AGREEMENTS WITH GOVERNMENT OCCUPANTS PROHIBITED.**

Separate agreements, whether oral or written, regarding the leased premises between the Lessor and the 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 Government.

**37. AUTHORITY.**

Only the undersigned 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 Government.

**38. ENTIRE AGREEMENT.**

This lease constitutes the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease is void and of no effect. This lease may be modified only by a written Supplemental Agreement and/or Lease Amendment that has been signed by the parties to this lease.

**39. ATTACHMENTS.**

The following Attachments are hereby incorporated into this lease and are made a part hereof to the same extent as if they were contained in the body hereof:

A. Attachment A contains a list of all Lessor provided appliances, furnishings, and appurtenances.

B. Attachment B is an initial Joint Inspection and Condition Report documenting the condition of the Premises prior to Government occupancy.

C. Attachment C is documentation provided by the Lessor evidencing proof of ownership and/or a legal right to lease the Premises to the Government.

**(40. OTHER: Specify as negotiated)**

**IN TESTIMONY WHEREOF**, witness the signature of the Lessor(s).

\_\_\_\_\_  
NAME  
Lessor

\_\_\_\_\_  
NAME  
Lessor

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**IN TESTIMONY WHEREOF**, witness the signature of the Government.

**UNITED STATES OF AMERICA**

**BY:** \_\_\_\_\_

**Lease Date:** \_\_\_\_\_

**Real Estate Division  
Real Estate Contracting Officer**