

Solicitation for Offers

Solicitation Number IT-22-SF

Pisa/Livorno, Italy

SUMMARY

The United States of America is seeking to lease fully-furnished, fully-serviced housing in the Pisa/Livorno, Italy area. The requirement is for a total of 14 bedrooms. Apartments, row houses, duplexes, and single-family homes with between one (1) and four (4) bedrooms are acceptable. The requested lease term is for five (5) years. Proposed housing should meet all requirements listed below in this solicitation and be submitted to the following email address:

Italyrealestatefieldoffice@usace.army.mil

1. REQUIREMENTS

A. Location

The housing must be located within 20 minutes driving distance to Camp Darby and those that are closer will be given greater consideration.

B. Building Requirements

- a. Building must meet fire protection standards per Italy and Europe code
- b. All building entrances must have locking doors
- c. All common areas within the building must be well illuminated
- d. Exterior walkways must be well marked and illuminated
- e. Building must be located in a safe, low crime area
- f. Building must not be located within a Zona Traffico Limitato (ZTL) area

C. Apartment/Room Requirements

- a. Minimum size of 37 m² for one (1) bedroom dwelling unit
- b. Entry doors must have deadbolt locks and peepholes
- c. Doorbell with intercom
- d. All rooms must be well illuminated with energy efficient light bulbs
- e. Each bedroom must be able to accommodate a double bed (minimum size 140 cm x 200 cm), wardrobe, and room to maneuver.
- f. Kitchen, dining, and living rooms may be combined into one space, provided it is sufficiently large enough to accommodate all typical furnishings for each room
- g. Lockable mailbox for each dwelling unit
- h. At least one (1) dedicated parking space per dwelling unit
- i. Fire alarms installed in all rooms (except bathrooms)
- j. Carbon monoxide alarms installed in any room with combustible gas
- k. Ground Fault Circuit Interrupters (GFCI) must be installed in the electric circuits in the kitchen, bathrooms, and other potentially wet areas
- l. Basement or other storage space accessible and usable by tenant (desired, but not required)
- m. At least one (1) accessible and operational window in each bedroom and living room
- n. For each dwelling with more than one bedroom each bedroom must have a lockable door.

D. Bathroom Requirements

- a. Minimum of one (1) full bathroom, with either shower plate or tub, per dwelling unit (the tub and shower must have a shower head and curtain)
- 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 installed above the sink
- f. Storage cabinet, medicine cabinet, or equivalent
- g. Exhaust fan or window
- h. Towel bar or hook (one per bedroom)
- i. Toilet paper holder
- j. Water resistant flooring (no hardwood or carpet)

E. Kitchen Requirements

- a. Each apartment must have a food preparation area.
- b. Sufficient electrical outlets to accommodate a variety of counter appliances
- c. Sink
- d. Refrigerator with freezer of sufficient size for the number of bedrooms in the dwelling unit
- e. Dishwater (desired, but not required)
- f. Microwave
- g. Range cooktop with a minimum of two (2) burners
- h. Exhaust fan
- i. Water resistant flooring (no hardwood or carpet)

F. Furnishing Requirements

- a. Plates, bowls, glassware, flatware in a minimum amount of two (2) settings (per bedroom)
- b. Pots, pans, cooking utensils, and other kitchen utensils
- c. Double bed or larger (140 cm x 200 cm), wardrobe, nightstand, bed side lamp, chest of drawers (per bedroom)
- d. Ironing board and iron with automatic shutoff
- e. Electric or gas kettle
- f. Dining table with a minimum of two (2) chair per bedroom
- g. Computer desk with chair
- h. Sofa
- i. Storage or shelving units
- j. Privacy window coverings (operational blinds or curtains) installed in all rooms
- k. Two (2) sets of bed sheets, two (2) blankets, one (1) comforter, and two (2) pillows (per bedroom)
- l. Two (2) sets of bath and hand towels (per bedroom)
- m. Two (2) dish towels
- n. Vacuum cleaner
- o. Broom with dust pan

- p. Mop with bucket
- q. Garbage can in kitchen and bathrooms
- r. Laundry washing machine and dryer or drying rack (electric / gas dryer strongly preferred, but not required). A central laundry room for all the units are also acceptable provided it is located in an easily accessible area and has a sufficient number of washing machines and possibly dryers.
- s. Flat screen television with a minimum size of 40"
- t. One (1) operational fire extinguisher (certified and up to date) per dwelling unit

G. Service Requirements

- a. All utility costs will be included and paid in the total rental amount
- b. Potable hot and cold running water in kitchen and bathroom
- c. Tenant adjustable heating throughout apartment (including kitchen and bathrooms)
- d. Tenant adjustable air conditioning in all rooms (except bathrooms)
- e. Basic cable or satellite service for television
- f. High speed Internet service (DSL or better) with Wi-Fi accessible throughout the dwelling unit
- g. Two (2) sets of keys to all locks (per bedroom)
- h. Maintenance, repair, and replacement of all Lessor systems and appliances at Lessor's sole expense
 - i. Pest control as per local health department requirements
 - j. Outside garbage containers
 - k. Snow and ice removal from sidewalks and driveways
 - l. Regular maintenance and cleaning of common areas
- m. Weekly cleaning including kitchen, bathroom, emptying trash cans, and floors throughout the apartment (desired, but not required)

H. Lease Term

The lease term shall be for a period of up to five (5) years, with a termination clause providing the U.S. Government the right to terminate the lease at any time by giving 30 days prior written notice.

I. Rent

Rent shall be paid in Euro Semi Annually in advance through electronic bank transfer. Proposals received with a rental price that is determined to be substantially above the market rate may be disqualified.

J. 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 perform with the Lessor prior to U.S. occupancy. The results of this inspection will be mutually agreed to and signed by both the Lessor and the U.S. Government. 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.

K. Lease Agreement

The lease agreement shall be in English and in similar form to the attached draft lease. A translated Italian courtesy copy of the lease will also be provided, but the English version shall still govern.

L. Occupancy Date

The U.S. Government is seeking beneficial occupancy of a total of 14 bedrooms as negotiations are completed and leases are executed.

2. PROPOSAL SUBMISSION

A. Proposal Submission Requirements

- a. Description of the premises
- b. Map showing the location of the premises
- c. Photographs of the premises clearly depicting the interior (all rooms), exterior, and street views
- d. List of provided furnishings and services
- e. Proposed rental rate
- f. Proposed occupancy date
- g. Floorplan or drawing of the premises
- h. Certificate of Compliance
- i. Proof of Ownership or right to lease
- j. Ape (Energy Certification)
- k. Cadastral Information

B. Proposal Submission Deadline

All proposals must be submitted via email to Italyrealestatefieldoffice@usace.army.mil or by registered mail to: Italy Real Estate Field Office,

Attn: CENAU-RE-I, Unit 31401, Box 86,
Caserma Carlo Ederle,
Viale della Pace 193,
36100 Vicenza, Italy

This Solicitation may remain open until the full requirement is met or closed at any time, as determined by the U.S. Government.

3. PROPOSAL EVALUATION AND AWARD

A. Evaluation Factors

Proposals will be evaluated based upon the factors below:

- 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 disqualified.

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

Following or during negotiations, a U.S. Government authorized representative may inspect the proposed housing unit to verify conditions and potential concerns. If correctable concerns are identified, the Offeror will be notified of any required alterations.

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. The lease will be executed in English, with a courtesy translation in Italian. The U.S. Government reserves the right to negotiate and award a lease at any time following receipt of initial offers.

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 the Solicitation shall be interpreted to require obligations or payments by the U.S. Government in violation of the Anti-Deficiency Act (31 USC 1341).

DEPARTMENT OF THE ARMY

LEASE CONTRACT DACA90522002...00
(OCONUS Reference No.: DA-RE-IT-1.....)

BETWEEN

.....

AND

THE UNITED STATES OF AMERICA

THIS LEASE, made this day of 2022 between -
(hereinafter called "Lessor"), Fiscal Code No., whose address is
..... and whose interest in the property hereinafter described is that of Owner,
represented by, Fiscal Code No.,
whose address is - and the UNITED STATES OF AMERICA
(hereinafter called "U.S. GOVERNMENT"), c/o Caserma Carlo Ederle in Vicenza, Fiscal Code N°. 80028250241,
acting by and through its Contracting Officer (Real Estate Contracting Officer), Anne L. Kosel, pursuant to
delegations of authority from the Secretary of the Army, under the authority of Title 10, United States Code,
Section 2675.

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. DESCRIPTION OF THE PREMISES: The Lessor hereby leases to the U.S. Government the following
described premises:
complete with utilities and internet service, together with all improvements, rights, privileges, easements, and
appurtenances belonging thereto. The premises are identified at the Ufficio del Territorio di (cadastral
office) as: Town of, Sheet, Plot, Sub.

2. TERM: To have and to hold the said premises and their appurtenances for the term beginning on
..... 2022 and ending on 2027 subject to termination and renewal rights as
hereinafter set forth. The obligation of the U.S. Government to make payments under this lease contract in any fiscal
year is subject to appropriations being provided for that fiscal year. Nothing in this lease contract shall be interpreted
to require obligations or payments by the U.S. Government in violation of the Anti-Deficiency Act (31 USC 1341).

3. RENTAL AND OTHER CHARGES: a. The U.S. Government shall pay the Lessor the amount of:

(1) €.....00/year - as basic annual rent.

(2) €.....00/year - as annual reimbursement for contract registration, refuse collection,
cesspool emptying, all the condominium expenses, supply and consumption of all utilities and internet services, annual
cleaning and adjustment of heating unit/hot water tank/air-conditioning units, annual servicing of the sump-pumps

and their backup batteries, weekly cleaning of the dwelling units (two hours per dwelling unit) and common areas , mowing and pruning of trees, vines and hedges, and full and complete maintenance and repairs to include minor maintenance (as per Art. 1609 of the Italian Civil Code), and reimbursement of other expenses herein indicated

For a total annual amount of (EURO) €.....00/year.

b. The U.S. Government agrees to make payment of basic rent and other charges 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, as described herein after. 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.

- (1) for the first period, – 30 September 2022: €.....00;
- (2) for all subsequent semi-annual installments, starting 1 October 2022: €.....00;
- (3) for the last period, 1 April 2027 – 2027: €.....00;

c. Rental payments shall be made to the Lessor by electronic bank transfer (bonifico bancario) to the International IBAN and Swift/BIC coordinates indicated on the WIRE TRANSFER AUTHORIZATION FORM (UFC FORM 26).

d. 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 provided in 3.f. below. However, the Lessor agrees that interest will not be demanded before the 30th day after such rental payment is due.

e. 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.

f. The Lessor agrees to grant the United States until 1 December to pay the semi-annual installment for the period beginning 1 October due to administrative delays associated with the United States fiscal year appropriations process. When such payments are made between 1 October and 1 December, the Lessor agrees that interest shall not start to accrue in accordance with para. 3.d. until after 1 December.

4. OTHER LEASED ITEMS: The Lessor shall furnish to the U.S. Government, as part of the rental consideration, the items described in ANNEX "B".

5. TERMINATION: a. The US Government shall have the right to terminate this lease, in whole or in part, at any time by giving the Lessor at least 30 days advance written notice by registered mail (public or private mail service).. In the case of such an early termination, in whole or in part, of the contract, 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.

b. The Lessor shall have the right to terminate this lease by giving the US Government at least 180 days advance written notice prior to the expiration date of the final term (ending 2027) or renewal thereof. Should the Lessor not notify the US Government in writing of his intention to terminate the lease and/or the two parties could not reach a mutual agreement to renew, the U.S. Government shall have the option to extend the existing lease for 6 additional months, at the same clauses and conditions.

c. 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 tenant. If the Lessor requires restoration of such damages for which the U.S. Government is responsible, he shall give written notice to the U.S. Government at least sixty days prior to the termination or expiration of the Lease Contract. 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" 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 U.S. Government be obligated to repaint the premises upon termination or expiration of the Lease Contract.

d. Partial Terminations shall be executed in accordance with the terms and conditions of this Lease Contract, particularly with the conditions set forth in Annex A – PARTIAL TERMINATIONS.

6. TAXES: a. 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 tenants' portion, TARI, and IMU.

b. 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 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.

c. If for any reason after the execution of the lease the Lessor is relieved in whole or in part from the payment or the burden of any tax, duty, patent royalty or similar charge included in the lease rates, the lease rates shall be correspondingly reduced.

7. PAYMENT REQUESTS/INVOICES: he Lessor shall furnish a request, or invoice if the Lessor is an economic operator/firm, requesting payment 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 or e-mailing it to ItalyRealEstateFieldOffice@usace.army.mil. Each payment request/invoice shall include the name and address of the Lessor, the name of the bank and International IBAN and Swift/BIC coordinates to which the payment is to be made, and an itemized list of all charges. The original of each payment request/invoice will be signed by the Lessor or his authorized representative and will 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 its 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 Oct 1972. I also certify that 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."

8. WARRANTY OF RIGHT TO LEASE PREMISES: The Lessor warrants that he has the right to lease the property. If the title of the Lessor shall fail, or should it be discovered that he could not lease the property, the U.S. Government may void this 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.

9. LESSOR'S SUCCESSORS: The terms and provisions of this Lease Contract and the conditions herein shall bind the Lessor and the Lessor's heirs, executors, administrators, successors and assigns.

10. EQUIPMENT AND UTILITIES: The Lessor warrants the mechanical equipment and utilities to be in good serviceable and operating condition. In particular the Lessor warrants that the heating system of the leased premises is adequate and sufficient to maintain a 22 degrees Celsius temperature and the air-conditioning system of the leased premises is adequate and sufficient to maintain a 24 degrees Celsius temperature. If the photovoltaic (if installed), solar (if installed), heating, air-conditioning, domestic hot water, electric, water softener, sump-pumps and their backup systems (batteries or generators), water or gas systems prove to be inadequate, 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 will, at his expense, do whatever is necessary to comply with the new norms.

11. EXCLUSIVE USE: 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.

12. SALE OR TRANSFER OF LEASED PREMISES: The Lessor agrees, in the event of sale or transfer of the premises during the term of this lease or renewal thereof, to include in the contract of sale or transfer, a provision to the fact that the sale or transfer is subject to the terms and conditions of this lease.

13. MAINTENANCE AND REPAIRS: a. The Lessor shall, at all times, maintain the leased premises in good repair and tenantable condition, to include minor maintenance (as per Art. 1609 of the Italian Civil Code). In the event the Lessor shall be absent or otherwise unavailable, he shall provide to the U.S. Government the name, address and telephone number of a designated representative who will assume full responsibility for maintenance and repairs.

b. In addition to extraordinary maintenance and repairs, the Lessor shall be responsible to perform all minor maintenance and repairs irrespective of the provisions of Article 1609 of the Italian Civil Code. All minor and extraordinary maintenance and repairs shall be performed as soon as possible.

c. The U.S. Government may, at its election, either perform 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 and repairs performed by the Lessor will be completed within 72 hours from the time of notification. Emergency maintenance and repairs include 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) Failure of the WIFI internet.

d. In the event the Lessor shall fail or neglect to perform non-emergency maintenance and repairs within 10 days from the date notice is given by the U.S. Government, and in case of an emergency the U. S. Government may immediately perform 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.

e. Upon written request by the U.S. Government, the Lessor shall perform necessary repairs of damages resulting from negligence or misconduct of U.S. personnel, dependents, or guests, and charge the reasonable costs thereof to the U.S. Government.

- f. Irrespective of the provisions of Article 1609 of the Italian Civil Code the Lessor shall perform:
- (1) the 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 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.
 - (2) if one or more photovoltaic and/or solar systems are installed, the cleaning (minimum once a year, possibly at the part of spring), maintenance and repairs, and ensure maximum efficiency of the photovoltaic and solar panels as dictated by the manufacturer and by the most current CEI norms, and Italian codes and laws. All work shall be performed to Italian and CEI codes, industry standards, and laws.
 - (3) 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. The Lessor shall also ensure the sump-pumps and their backup systems are inspect and clean annually (or as required) to ensure maximum efficiency.
 - (4) cleaning, servicing, and repairs of the sump-pumps and their backup batteries, and the servicing of the fire extinguishers in the basement areas.
 - (5) cleaning, servicing, and repairs of the water softener system (if provided) of each dwelling unit, and shall provide and add the necessary salt and/or liquids when necessary to assure proper operation of the system.
 - (6) the servicing, and repairs of the condominium driveway gate and its motorization to ensure proper operation of the system.

g. The Lessor shall be responsible for landscaping, fertilizing, seeding, sodding of the gardens. He will also be responsible for mowing and the trimming or cutting of grass, trees, vines and hedges of the entire complex.

h. The Lessor shall be responsible for the care and cleaning of common areas and shall be responsible to perform a thorough cleaning of each dwelling unit once a week. The time estimated for each dwelling unit is 2 hours and includes, but not limited to, sweeping and mopping of the floors and dusting. The U.S. Government responsible to maintain the areas tidy and to dispose of their refuse.

i. For the premises leased to the U.S. Government with this Lease Contract, the Lessor shall be responsible to obtain the Fire Prevention Certificate (Certificato Prevenzione Incendi), if required by Italian and/or local norms and regulations. Furthermore, the Lessor shall furnish and maintain in an efficient state the systems, devices, equipment, and any other fire safety measures provided, and shall perform maintenance and inspections in accordance with the timelines specified in the Fire Department's (comando Vigili del Fuoco) Fire Prevention Certificate, as required in Italian and/or local norms and regulations, and as required by the manufacturer of the items installed.

14. **ASBESTOS:** 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.

15. **DAMAGES:** a. The U.S. Government shall be liable only for damage to the premises resulting from negligence or misconduct of U.S. personnel, dependents, or guests. It is agreed and understood that the U.S. Government shall not be liable for any loss, destruction, or damages to the premises due to any defect beyond the control and without the fault or negligence of the U.S. Government, including, but not restricted to, acts of God, fires, lightning, floods, or unusually severe weather.

b. If, during the term of this lease, the premises be destroyed by fire or any other casualty, this lease shall immediately be terminated. 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 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.

16. **RIGHT OF INSPECTION BY LESSOR:** Upon request, the Lessor or his agent shall be authorized to inspect the premises at reasonable hours.

17. **ADDITIONS AND ALTERATIONS:** a. Upon written approval of the U.S. Government, the Lessor may make additions and alterations of the leased premises. This will be accomplished by supplemental agreement.

b. Upon written approval of the Lessor, 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 will also apply.

18. **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, 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.

19. **UNITED STATES 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 or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

20. **GRATUITIES:** a. The U.S. 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 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 a lease or securing favorable treatment with respect to the performance of

such 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.

b. In the event this lease is terminated as provided in subparagraph a. 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 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 of his duly authorized representative) which shall not be less than three nor more than ten time the costs incurred by the Lessor in providing any such gratuities to any such officer or employee.

c. 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 lease.

21. **CONDITION REPORT:** A joint physical inventory and inspection report of the demised premises shall be made as of the effective date of this lease, reflecting the then existing condition, and will 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.

22. **DEFINITIONS:** The term "Contracting Officer" means the person executing this lease on behalf of the U.S. Government, and any other officer or civilian employee who is properly designated Contracting Officer; and the term includes, except as otherwise provided in this lease, the authorized representative of a Contracting Officer acting within the limits of his authority.

23. **NOTICE:** Any notice under the terms of this agreement shall be in writing signed by a duly authorized representative of the party giving such notice. If notice is given by the U.S. Government, it shall be addressed to [redacted], telephone No. [redacted] (office) and [redacted] (mobile), e-mail [redacted] and if given by Lessor, it 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, telephone No. 0444-712761, e-mail address ItalyRealEstateFieldOffice@usace.army.mil.

24. **ENERGY PERFORMANCE CERTIFICATE (APE):** The U.S. Government acknowledges receiving a copy of the Energy Performance Certificates for the leased premises. Copies of the Energy Performance Certificates are enclosed in ANNEX "E" to this Lease Contract.

25. **INTERPRETATION:** This lease is executed in English with a courtesy translation furnished to the Lessor: in the event of inconsistency between any terms of this lease and its translation, the English language shall control.

26. **SOVEREIGNTY:** 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.

27. **DISPUTES CLAUSE:** a. 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).

b. 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.

28. MODIFICATION: No change or modification of this lease shall be effective unless it is in writing and signed by both parties to the lease.

29. ANNEXES: The following annexes are an integral part of this lease:

- ANNEX "A" - PARTIAL TERMINATIONS.
- ANNEX "B" - ITEMS OF PROPERTY TO BE FURNISHED BY LESSOR.
- ANNEX "C" - SPECIAL CONDITIONS.
- ANNEX "D" - DRAWINGS AND PHOTOGRAPHS.
- ANNEX "E" - ENERGY PERFORMANCE CERTIFICATE (APE)
- ANNEX "F" - JOINT INSPECTION REPORT.

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

IN THE PRESENCE OF:

LESSOR:

GIOVANNI PICCO

.....
Represented by

THE UNITED STATES GOVERNMENT:

THE UNITED STATES OF AMERICA
Represented by ANNE L. KOSEL
CHIEF, REAL ESTATE
REAL ESTATE CONTRACTING OFFICER
USACE, EUROPE DISTRICT

The undersigned Lessor specifically accepts and approves each and every condition and clause contained in the lease and particularly paragraphs 2, 3, 4, 5, 6, 7, 12, 13, 14, 16, 20, 23, 25, 26 and 27 in accordance with and to the effect of Article 1341 of the Italian Civil Code.

LESSOR:

.....
Represented by

ANNEX "A" – PARTIAL TERMINATIONS

In the event the U.S. Government should exercise the option reserved to it in Paragraph “5. TERMINATION” of this Lease Contract, and perform a partial termination of the leased premises, the following shall apply:

1. For each type of dwelling unit the parties have identified specific annual rental and other costs which shall be the basis to calculate the new rent and other costs should a partial termination be executed. The costs, which are fixed for the entire term of the Lease Contract, are:

Dwelling Unit type	(1) Basic Monthly Rental per Dwelling Unit	(2) Monthly Reimbursements Costs/Dwelling Unit
For each [REDACTED]	€ [REDACTED].00	€ [REDACTED].00
For each [REDACTED]	€ [REDACTED].00	€ [REDACTED].00

2. 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 the partial termination. At U.S. Government’s discretion the amount will either be deducted from the first rental and other charges to become due under the terms of the Lease Contract after the notice has been issued, or, shall be included as part of the Partial Settlement Agreement and Release Agreement.

3. On the date the premises are returned to the Lessor, the U.S. Government and the Lessor must perform a joint physical inventory and inspection of the demised premises to identify all maintenance, repairs and damages, and the items which the U.S. Government will be leaving on the premises. If the Lessor requires restoration of such damages for which the U.S. Government is responsible, he shall give written notice to the U.S. Government within 90 days of the inspection and will furnish to the U.S. Government a claim with a detailed cost estimate that the U.S. Government will evaluate in accordance with Paragraph “5. TERMINATION” of the Original Lease Contract. Once the partial termination and the join inspection have been completed, and the two parties have reached a mutual agreement on the termination costs, a Supplemental Agreement “Partial Settlement Agreement and Release” shall be executed.

LESSOR:

THE UNITED STATES GOVERNMENT:

 [REDACTED]
 Represented by [REDACTED]

 THE UNITED STATES OF AMERICA
 Represented by ANNE L. KOSEL
 CHIEF, REAL ESTATE
 REAL ESTATE CONTRACTING OFFICER
 USACE, EUROPE DISTRICT

ANNEX "B" - ITEMS OF PROPERTY TO BE FURNISHED BY LESSOR

Prior to the effective date of the lease, the Lessor agrees to install, construct or otherwise furnish as part of the rental consideration at no additional expense to the U. S. Government, the following items:

1. Provide air-conditioning for each dwelling unit. The air-conditioning must be capable of maintaining a comfortable temperature throughout the dwelling unit.
2. Install pendant and/or wall mounted light fixtures, complete with energy saving LED bulbs (or energy saving fluorescent bulbs where LED bulbs are impractical or not recommended), open-type, wherever there is a light-point. Provide closed type light fixtures to illuminate the exterior of the building, common areas, walkways and driveways. All the lights must be connected to a photocell and some strategically placed with motion sensors.
3. Each window and French door shall be provided with curtains or venetian blinds, and shutters with security latches. Where shutters are not provided the window must have shatterproof glass and venetian or vertical blinds installed on the interior of the dwelling unit. Curtain rods are not required on windows equipped with internal venetian or vertical blinds.
4. More specifically the Lessor shall ensure the following are executed and/or provided in each dwelling unit:
 - a. APARTMENT/ROOM REQUIREMENTS
 - i. All rooms must be well illuminated with energy efficient light bulbs.
 - ii. Each bedroom must accommodate a double bed (minimum size 140 cm x 200 cm).
 - iii. Kitchen, dining, and living rooms may be combined into one space, provided it is sufficiently large enough to accommodate all typical furnishings for each room.
 - iv. Lockable mailbox for each dwelling unit.
 - v. At least one (1) dedicated parking space per dwelling unit.
 - vi. Fire alarms installed in all rooms (except bathrooms).
 - vii. Ground Fault Circuit Interrupters (GFCI) must be installed in each dwelling unit.
 - viii. At least one (1) accessible and operational window in each bedroom and living room.
 - b. BATHROOM REQUIREMENTS
 - i. Minimum of one (1) full bathroom, with either shower plate or tub, per dwelling unit (the tub and shower must have a shower head and curtain).
 - ii. Adequate plumbing to prevent extreme fluctuations in water pressure and water temperature.
 - iii. Sink with water stopper.
 - iv. Toilet with seat and lid.
 - v. Mirror installed above the sink.
 - vi. Storage cabinet, medicine cabinet, or equivalent.
 - vii. Exhaust fan or window.
 - viii. Towel bar or hook (one per bedroom).
 - ix. Toilet paper holder.
 - x. Water resistant flooring (no hardwood or carpet).
 - c. KITCHEN REQUIREMENTS
 - i. Each apartment must have a food preparation area.
 - ii. Sufficient electrical outlets to accommodate the existing counter appliances.

- iii. Sink.
- iv. Refrigerator with freezer of sufficient size for the number of bedrooms in the dwelling unit.
- v. Dishwater.
- vi. Microwave.
- vii. Range cooktop with a minimum of two (2) burners.
- viii. Exhaust fan.
- ix. Water resistant flooring (no hardwood or carpet).

d. FURNISHING REQUIREMENTS

- i. Plates, bowls, glassware, flatware in a minimum amount of two (2) settings (per bedroom).
- ii. Pots, pans, cooking utensils, and other kitchen utensils.
- iii. Double bed or larger (140 cm x 200 cm), wardrobe, nightstand, bed side lamp, chest of drawers (per bedroom).
- iv. Ironing board and iron.
- v. Electric or gas kettle.
- vi. Dining table with a minimum of two (2) chair per bedroom.
- vii. Computer desk with chair.
- viii. Sofa.
- ix. Privacy window coverings (operational blinds or curtains) installed in all rooms.
- x. Two (2) sets of bed sheets, two (2) blankets, one (1) comforter, and two (2) pillows (per bedroom).
- xi. Two (2) sets of bath and hand towels (per bedroom).
- xii. Two (2) dish towels.
- xiii. Vacuum cleaner.
- xiv. Broom with dust pan.
- xv. Mop with bucket.
- xvi. Garbage can in kitchen and bathrooms.
- xvii. A combined or independent washing and dryer in each dwelling unit (or a sufficiently large centralized/condominium laundry room may suffice).
- xviii. Flat screen television with a minimum size of 40 inches.
- xix. One (1) operational fire extinguisher (certified and up to date) per dwelling unit.

e. SERVICE REQUIREMENTS

- i. Potable hot and cold running water in kitchen and bathroom.
- ii. Tenant adjustable heating throughout apartment (including kitchen and bathrooms).
- iii. Tenant adjustable air conditioning in all rooms (except bathrooms).
- iv. Two (2) sets of keys to all locks (per bedroom).
- v. Outside garbage containers.

LESSOR:

THE UNITED STATES GOVERNMENT:

.....
 Represented by

THE UNITED STATES OF AMERICA
 Represented by ANNE L. KOSEL
 CHIEF, REAL ESTATE
 REAL ESTATE CONTRACTING OFFICER

ANNEX "C" - SPECIAL CONDITIONS

1. The Lessor shall obtain and provide a copy of:
 - a. Insurance policies related to this particular building against fire and water (to include broken pipes) damage.
 - b. "Certificato di Agibilità" (Certificate of Habitation) issued by the local Municipal Authority when the building was constructed.
 - c. The registered copy of this contract, not later than 45 days after signing this Lease Contract (date indicated on the first page).

2. The Lessor shall deliver the premises, have all items listed in Annex "B" installed and completed, and provide the documents listed in paragraph 1 above, before the acceptance of the premises. In the event the premises are not delivered and/or the work is not completed and/or the above documents are not provided on the above date, the Lessor will pay, as liquidated damages, the sum of €200.00/dwelling unit for each day of delay, which sum shall be deducted from the rental due or to become due.

3. The Lessor shall provide/install/execute, at no additional cost to the U.S. Government, the following service for the entire duration of the Lease Contract the following:
 - a. All utility costs will be included and paid in the total rental amount.
 - b. Basic cable or satellite service for television.
 - c. High speed Internet service (DSL or better) with Wi-Fi accessible throughout the dwelling unit.
 - d. Two (2) sets of keys to all locks (per bedroom).
 - e. Maintenance, repair, and replacement of all Lessor systems and appliances at Lessor's sole expense.
 - f. Pest control as per local health department requirements.
 - g. Snow and ice removal from sidewalks and driveways.
 - h. Regular maintenance and cleaning of common areas.
 - i. Weekly cleaning, approximately 2 hours per week per dwelling unit, consisting of, but not limited to, sweeping and mopping of the floors and dusting of each dwelling unit.

4. The Lessor shall be responsible to perform all minor maintenance and repairs, irrespective of the provisions of Article 1609 of the Italian Civil Code.

5. Prior to the start date of this lease contract the Lessor shall ensure all utility and WiFi service are completed and connected for each dwelling unit.

LESSOR:

THE UNITED STATES GOVERNMENT:

 Represented by _____

 THE UNITED STATES OF AMERICA
 Represented by ANNE L. KOSEL
 CHIEF, REAL ESTATE
 REAL ESTATE CONTRACTING OFFICER

ANNEX "D"- DRAWINGS AND PHOTOGRAPHS

ANNEX "E"- ENERGY PERFORMANCE CERTIFICATE (APE)

ANNEX "F"- JOINT INSPECTION REPORT

The joint physical inventory and inspection report of the demised premises shall be made as of the effective date of this lease (when the dwellings are accepted)

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