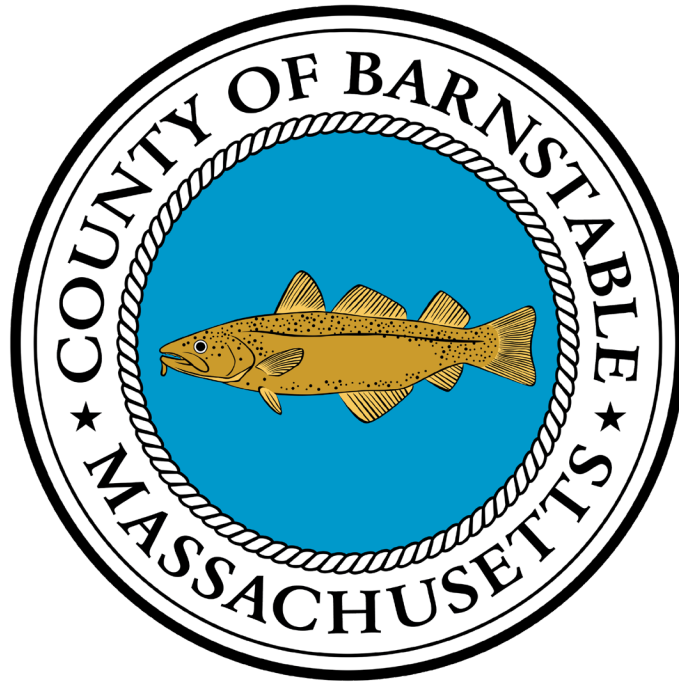


Barnstable County Purchasing Department



REQUEST FOR PROPOSALS

Lease of Space – Cape Cod Cooperative Extension

RFP #: 7906

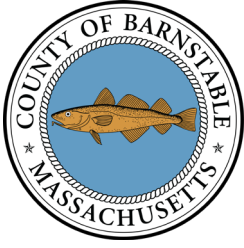
Date: April 15, 2020

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COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE

Jennifer Frates
Chief Procurement Officer
Phone: (508) 375-6637
Fax: (508) 362-4136
Jennifer.frates@barnstablecounty.org

Advertisement

Barnstable County is soliciting proposals from qualified vendors to lease 5,000 square feet of space for the Barnstable County Cape Cod Cooperative Extension for a period of 1-2 years beginning July 1, 2020, to house 25 staff with additional workspace and specifics noted in **Lease of Space – Cape Cod Cooperative Extension RFP No. 7906**.

Request for Proposal documents may be obtained as of **April 15, 2020**, on the Purchasing website at: <http://purchasing.barnstablecounty.org>

Proposals will be received at the Superior Court House, Office of the County Commissioners, Purchasing Department, 3195 Main Street, P.O. Box 427, Barnstable, MA 02630, on or before **Friday, May 15, 2020 @ 11:00AM**.

Sealed envelopes containing the proposals shall be clearly marked **“RFP # 7906 - Lease of Space – Cape Cod Cooperative Extension”**

NOTE: One original copy of each bid shall be submitted. NO faxed or emailed proposals will be accepted.

The County of Barnstable reserves the right to accept or reject any or all bids, to waive any informality contained therein, and to award the contract as decided to be in the best interest of the County.

All proposals for this project are subject to the provisions of Massachusetts General Laws, Chapter 30B as amended.

The County of Barnstable fully complies with federal, state, and local laws and directives governing equal opportunity, affirmative action and non-discrimination in all county activities and actively solicits bids/proposals from MBE/WBE businesses in accordance with County policy.

Jennifer Frates
Chief Procurement Officer

SUPERIOR COURTHOUSE, 3195 MAIN STREET, P.O. BOX 427, BARNSTABLE, MASSACHUSETTS 02630

Lease of Space – Cape Cod Cooperative Extension

RFP #: 7906

1. Purpose

Barnstable County is soliciting proposals from qualified vendors to lease 5,000 square feet of space for the Barnstable County Cape Cod Cooperative Extension for a period of 1-2 years beginning July 1, 2020, to house 25 staff with additional workspace and specifics noted below.

2. Term of Agreement

The Term of the Agreement will be from July 1, 2020, for a period of one year with one 12 month option to renew.

3. Sub Contractors

If any aspect of this project is to be sub contracted it must be so noted within your response. Include the name of the sub contractors and qualifications.

4. Site Visit

After the receipt and opening of the lease proposals, the County will visit any location that meets the minimum requirements. Proposers must be able to provide access to the proposed lease premises for scheduled appointments for a period of at least one week after the opening of the proposals.

5. Proposal Response Instructions

NOTE: One original copy of each bid shall be submitted. NO faxed or emailed proposals will be accepted.

All proposals must be delivered to:

Barnstable County Purchasing Department
Superior Courthouse
3195 Main Street
PO Box 427
Barnstable, MA 02630

6. Required Proposal Response Date

Vendors who wish to be considered for this project should submit their proposals per the instructions above to the County prior to the date and time specified below.

Proposals are due on or before **11:00 AM on May 15, 2020**. No late proposals will be accepted.

7. Proposal Signature

A proposer must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

8. Official Date & Time

A proposal will not be considered delivered unless the bid has been received by the Purchasing Department by the required response date and time referenced above.

9. Time for Proposal Acceptance

The contract will be awarded within 60 days after the bid opening.

10. Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

A Proposer may correct, modify, or withdraw a bid by written notice received by the County prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original RFP.

After the bid opening, a Proposer may not change any provision of the bid in a manner prejudicial to the interests of the County for fair competition. Minor informalities will be waived or the Proposer will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the Proposer will be notified in writing; the Proposer may not withdraw the bid. A Proposer may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

If this bid is received electronically, Proposers are solely responsible for obtaining and completing required attachments that are identified in this bid and for checking for any addenda or modifications that are subsequently made to this bid or attachments. Barnstable County accepts no liability and will provide no accommodation to Proposers who fail to check for amended bids and submit inadequate or incorrect responses.

Proposers may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

11. Bid Prices to Remain Firm

All bid prices submitted in response to this bid must remain firm for 60 days following the bid opening.

12. Unforeseen Office Closure

If, at the time of the scheduled bid opening, Superior Courthouse is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

13. Questions and County POC

Any clarification of requirements or requests for additional information by proposers must be made in writing via email and submitted no later than **May 6, 2020 @ 4:00PM** E.S.T. to purchasing@barnstablecounty.org. Answers to all questions will be made in writing and posted online as an addendum to the **RFP # 7906 Lease of Space Cape Cod Cooperative Extension** on the Purchasing website: <https://purchasing.barnstablecounty.org/>. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

14. Changes & Addenda

For any RFP document and any addenda that are received electronically, it is the responsibility of every Proposer who receives this RFP and all associated documents to check this website for any addenda. Barnstable County accepts no liability to provide accommodation to Proposers who submit a response based upon information obtained from its website. Proposers may not alter (manually or electronically) the bid language or any bid documents.

15. Price Escalation

Not Applicable (N/A)

16. Insurance

General Insurance Requirements

Prior to the commencement this Contract, the Vendor shall procure and maintain during the life of the Contract and beyond as required, the types and limits of insurance as outlined below:

- a. All insurance required of the Vendor will be maintained with companies assigned a letter rating in the "A- VIII" category from A.M. Best or which are otherwise acceptable to the County of Barnstable, and which are lawfully authorized to do business in the Commonwealth of Massachusetts.
- b. Each policy (except workers' compensation and personal property) shall include County of Barnstable, and all other political subdivisions/entities as their interests may appear in the awarded scope of work (herein after referred to as "all other political subdivisions"), its officers and employees as Additional Insureds or loss payees as their interests may appear. Each policy shall indicate that the coverage is primary and non-contributory.
- c. Each policy shall contain a waiver of subrogation in favor of County of Barnstable, and "all other political subdivisions," its officers and employees.
- d. No policy must be allowed to expire, be cancelled or materially modified without thirty (30) days' prior written notice to the Chief Procurement Officer, County of Barnstable.

Liability Insurance

The Vendor shall be fully responsible for all claims for damages for bodily injury, including wrongful death, and all claims for property damage, which may result from the performance of this Contract by the Vendor, or any of their respective agents or employees. The Vendor's liability shall not be limited to the extent of the insurance required herein. The Vendor shall take out and maintain in force during the life of this Contract the following types of insurance to protect the County of Barnstable, and "all other political subdivisions," its agents, and employees from claims which may arise from operations by himself or by anyone directly or indirectly employed by Vendor or working on their behalf.

- a. Commercial General Liability Insurance: to cover all claims for damages for bodily injury including accidental death, as well as claims for property damage which may arise out of operations performed in connection with the Contract. The policy shall provide a combined single limit for bodily injury and property damage of one million dollars (1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. Personal and Advertising Injury coverage shall be provided at a limit of (\$1,000,000).

The County of Barnstable and "all other political subdivisions" shall be named as an additional insured on all public liability and property damage insurance policies. The policy shall include a waiver of subrogation in favor of the County of Barnstable, and "all other political subdivisions." No insurance policy obtained pursuant to this section shall contain a deductible or self insured retention.

- b. Automobile Liability: to cover the liability of the Vendor arising from operations on and off the site of all motor vehicles whether they are owned, non-owned or hired. The policy shall be on an occurrence form with a combined single limit for bodily injury and property damage liability of at least one million dollars (\$1,000,000).

The policy should include a Broadened Pollution Endorsement (CA 99 48) if Vendor is bringing fuel cans or possible pollutants, mobile equipment or other gas powered tools on-site. If hauling hazardous materials, contaminants or pollutants, the policy shall include coverage form MCS-90 in accordance with Sections 29 and 30 of the Motor Carrier Act of 1980.

- c. Umbrella Liability: to protect the Vendor against all claims excess of the commercial general liability and automobile liability mentioned above and employer's liability coverage mentioned in the paragraph below. The coverage provided by the umbrella policy shall be at least as broad as the underlying policies. The limit of protection provided by the policy shall be a minimum of one million dollars (\$1,000,000) or such other amount if required by the County of Barnstable and indicated via addendum to this Contract.

Workers' Compensation and Employer's Liability Insurance

Before commencing performance of this contract, the Vendor shall provide insurance for the payment of compensation and the furnishing of other benefits under the Massachusetts General Laws Chapter 152 (the so-called Workers Compensation Law) to all persons to be employed under this contract, the workers' compensation laws of any other state if there are any persons employed outside of Massachusetts, and any requirement for compensation required under any Federal Act for any maritime employee, longshoreman or harbor workers, and shall continue such insurance in full force and effect during the term of this contract. The contract shall, without limiting the generality of the foregoing, conform to the provisions of the General Laws Chapter 149 S34(a), which section is incorporated herein by reference and made a part hereof.

The Vendor shall provide employer's liability insurance in an amount not less than \$500,000 for each accident or disease for each employee.

Personal Property Insurance

Any tools, equipment, materials, and other personal property owned by Vendor shall be at the sole responsibility and risk of Vendor. The County of Barnstable, and "all other political subdivisions" shall not be liable for any loss, damage, or theft to such property. Any insurance that Vendor elects to maintain on Vendor's personal property and materials shall be at the sole responsibility and cost of Vendor.

Pollution Legal Liability

If applicable, the Contractor shall provide insurance coverage for bodily injury and property damage resulting from Contractor's liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, mold remediation, removal of contaminated soil, etc. The policy shall also include coverage for on-site and off-site bodily injury and loss of damage to or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual, or sudden and accidental. The policy shall also include defense and clean-up costs. The policy shall provide a minimum limit of one million dollars (\$1,000,000) per occurrence for this project. If the policy is claims made, the retroactive date shall be no later than the commencement date of this contract and the policy shall include an extended reporting period of at least one year from substantial completion and acceptance of the work by the County of Barnstable or owner of the project.

Additional types of Insurance

The Vendor shall provide such other types of insurance as may be required by the County of Barnstable and indicated via addendum to this insurance requirement.

Proof of Insurance

No work shall be commenced on the site by the Vendor until copies of the policy or certificates of the types of insurance required hereby have been furnished to the Chief Procurement Officer, in a form satisfactory to her. If the Vendor provides a Certificate of Liability Insurance, it must indicate each policy number, insurance company, policy effective and expiration date, and limits of insurance. The certificate must make specific reference to the Contract number. It must also provide proof that the policy(ies) has been properly endorsed to add the County of Barnstable, and "all other political subdivisions" as an additional insured and to add a waiver of subrogation in favor of the County of Barnstable, and "all other political subdivisions," and to provide the County of Barnstable with at least thirty (30) days' notice of any cancellation, termination or material modification. The certificate must be signed by a duly authorized representative of the issuing insurance companies.

In addition, renewal certificates must be received by the County of Barnstable thirty (30) days prior to any policy expiration. Further, policies must not be allowed to expire or be canceled without thirty (30) days prior written notice to the Chief Procurement Officer, County of Barnstable.

Effect of Failure to Continue Insurance in Force

Failure to provide and continue in force insurance required by this contract shall be deemed a material breach of this contract and shall operate as an immediate termination thereof.

17. Contractual Terms

Contractual terms and conditions will consist of the standard terms and conditions clauses contained within the County Purchase Order (Attachment E) and the Contract for Lease (Attachment F) within this RFP. Any term not objected to will be deemed to have been accepted by the proposer. Exceptions to the terms and conditions may result in the respondent's offer being deemed as non responsive.

18. Reference to General Laws

Whenever in the proposal, contract, plans, drawings or specifications, reference is made to General Laws it shall be construed to include all amendments thereto effective as of the date of issue of invitation to proposal on the proposed work.

19. Cost of Preparation

The cost of preparation and delivery of the proposals will be borne solely by the Vendor.

20. County Tax Exemption

Any material furnished to Barnstable County is to be exempt from Massachusetts Sales Tax (Massachusetts Sales Tax Exemption No. E-04-6001419).

21. Political Activity Prohibited, Anti-Boycott Warranty

The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office. During the term of this Contract, neither the Contractor nor any controlled group, within the meaning of s.993 (a) (3) of the Internal Revenue Code, as amended, shall participate in or cooperate with any international boycott, as defined in s.999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended; nor shall either engage in conduct declared to be unlawful by M.G.L. c.151Es.2.

22. Contractor Compliance

The successful Contractor must comply with provisions of The Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor 29 CFR Part 3, the Davis-Bacon Act (40 USC 276a et.seq.), Sections 103 and 107 of the contract Work Hours and Safety Standard Act (50 USC 327-330) as supplemented by Department of Labor Regulation 29 CFR Part 5, and the Clean Air Act of 1970 (42 USC 1857, et.seq.) to the extent that they are applicable.

23. Public Record Request

All proposals received are subject to Massachusetts General Laws Chapter 4, Section 7, Section 26 and Chapter 66, Section 10 regarding public access to such documents.s or endorsements inconsistent with those statues will be disregarded.

24. Selection and Notice

The awarding authority may cancel an invitation for bids, a request for proposals, or other solicitation, or may reject in whole or in part any and all bids or proposals when the awarding authority determines that cancellation or rejection serves the best interests of the County of Barnstable.

Basis for Acceptance:

Any proposal made will be accepted only on the basis that the Proposer represents that it is made in good faith without fraud, collusion or connection of any kind with any other Proposer for the same work; that the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person, firm or corporation; that no other person, firm or corporation has any interest in the contract; that no officer, agent or employee of the County is financially interested in the contract; that the Proposer is fully informed in regard to all provisions of the Contract Documents, including, without limitation, the specifications and drawings, if any;

the damages, bonds and insurance, if any. No proposal shall be deemed responsive unless a Proposer has certified and signed the statutory required Non-Collusion Certificate (Attachment C.) In accordance with M.G.L. c.30B, the awarding of the contract is subject to the approval of the Barnstable County Commissioners.

Rule for Award:

Award will be made to the most responsive, responsible Proposer or Proposers offering the most advantageous proposal response, based on the evaluative criteria and price.

Contract Award:

The Chief Procurement Officer shall award the contract by written notice to the selected Proposer within 60 days of the RFP deadline. The parties may extend the time for acceptance by mutual agreement. In accordance with M.G.L. c.30B, the awarding of the contract is subject to the approval of the Barnstable County Commissioners.

Screening Proposals:

Utilizing the proposal submission requirements and minimum (quality) criteria incorporated herein, the Evaluation Committee, to be designated by the Chief Procurement Officer, shall screen proposals as to their responsiveness, and identify those which are responsive.

Any proposal which, in the opinion of the Evaluation Committee, fails to include the information or documentation specified in the submission requirements shall be determined to be non-responsive and shall be rejected.

Any Proposer who fails to meet any of the standards set forth as minimum (quality) criteria shall be determined to be non-responsive and shall be rejected.

The County reserves the right to request additional information, should a proposal reach the state of final evaluation.

MINIMUM EVALUATION CRITERIA

- The proposer certified that the property meets or exceeds ADA guidelines.
- 5,000 sq. ft of space
- The property has a minimum of sixty (60) parking spaces to include minimum of 2-3 Handicap spaces abutting building.
- The property has a generator and alarm system.
- Climate controlled
- The space has a reception area at the entrance of the space location.
- The space has a kitchen with sink(s) and countertop.
- The space has ability to house minimum of 25 workstations that are 80 square feet in size.
- The space has at least one room that is a minimum of 700 square feet in size (conference room).
- The proposer has not conditioned or qualified the proposal beyond prescribed limits or instructions.
- A complete proposal including all items listed under Proposal Submission Requirements and all required documentation and certifications.
- Bid Form (Attachment B) Including a breakdown of projected annual utility costs.
- A Non-Price Technical proposal that clearly demonstrates an understanding of the Project Description/Scope of Work outlined in the RFP including the Non-Collusion and Tax

- Compliance Form (Attachment C)
- The proposer provided one (1) current tenants as references. (Attachment D)
- The proposer must also fill out and sign the Disclosure of Beneficial Interests in Real Property Transaction form (Attachment E) included with this packet. This form is required by State Law.

COMPARATIVE EVALUATION CRITERIA

The following Comparative Evaluation Criteria will evaluate proposals meeting the Minimum Evaluation Criteria.

1. Years Owning the Proposed Property:

- Highly Advantageous: Five years or more
- Advantageous: One year to five years
- Unacceptable: One year or less

2. Space Available:

- Highly Advantageous: July 1, 2020
- Advantageous August 1, 2020
- Unacceptable: After August 1, 2020

3. Premises Condition:

- Highly Advantageous: The space is move in ready
- Advantageous: Space needs minor preparation prior to moving in
- Unacceptable: Space needs major preparation or construction prior to moving in

4. Individual Office Sizes:

- Highly Advantageous: Space has more than 20 office/cubicle space that are a minimum of 80 square feet
- Advantageous: Space has 17-20 office/cubicle space that are a minimum of 80 square feet
- Unacceptable: Space has less than 17 office/cubicle space that are a minimum of 80 square feet

5. Conference/Training Room:

- Highly Advantageous: One room that is a greater than 700 square feet
- Advantageous: One room that is a minimum of 500-700 square feet
- Unacceptable: One room that is less than 500 square feet

6. Parking Spaces:

- Highly Advantageous: More than 60 parking spaces
- Advantageous: 50-60 parking spaces
- Unacceptable: Less than 50 parking spaces

7. Location: Distance to Barnstable County Complex, 3195 Main Street, Barnstable, MA, 02630:

- Highly Advantageous: within 5 to 8 miles
- Advantageous: 8-10 miles
- Unacceptable: More than 10 miles

END OF RFP

ATTACHMENT A:
Lease Requirements/ Specifications

Preferred Location

Barnstable or Yarmouth, 5-10 miles from the Barnstable County Complex located at 3195 Main Street, Barnstable.

Lease Requirements

Space Requirements:

- 5,000 sq. ft. general purpose office space, ADA accessible
- Space that will accommodate up to twenty-five (25) permanent staff, including one (1) managerial office and twenty-four (24) workstations.
- Private meeting room accommodating six persons, one (1) conference room accommodating up to 30-40 individuals.
- On site file and supply storage space.
- Climate controlled
- Multipurpose work area to accommodate mail center, supplies and a large printer and allow for project production to include printing, cutting, sorting, stapling, assembling, etc.
- Parking should be sufficient to provide sixty (60) or more cars remaining on premises for extended hours during the workday. Minimum of three to four Handicap parking spots to abut building.
- Kitchen to include sink(s) and countertop prep area as well as room for seating 4-6 people
- 3 bathrooms (1-2 ADA compliant)
- Minimum of two entrances
- Reception area
- Generator
- Ability to house a dumpster(s) & possible mobile storage unit on site in parking lot
- Alarm system

Operating Expenses:

- Landlord shall be responsible maintaining exterior of the building and parking area.
- Interior maintenance done by tenant.

Hours of Service:

- Tenant shall have access to the space seven days per week, after hours and weekends. The normal workday Monday through Friday is 7 a.m. to 5 p.m. Exterior building services provided by the Leaser shall be regulated to provide for appropriate building conditions between such times to include weekends.

Telecommunications Service (Connectivity):

- The facility will need to have access to internet service and facilitate desktop computers.

ATTACHMENT B

Bid Response Form

The undersigned PROPOSER proposes and agrees that the proposal is based upon the items described in the Request for Proposal documents and that the requirements have been read and understood by the proposer.

Proposer acknowledges addenda numbered _____

Building Name (if any): _____

Building Owner: _____

Current Tenant _____

Address of Proposed Property: _____

Summary of Proposed Rent:

Monthly Rent Payment in first term \$ _____

Annual Rent Payment in first term \$ _____

Monthly Rent Payment in optional extension \$ _____

Annual Rent Payment in optional extension \$ _____

Please describe what utilities and/or services are included in the Monthly Rent cost:

Utilities Estimated Monthly Cost if it is not included in Monthly Rent \$ _____

Proposer must attach a breakdown of dumpster charges, heat, air conditioning, electricity, sewer, water and any other fees or charges.

Net Usable Area: _____ S.F. Lease Term: 2 years (as defined in RFP)

Estimate distance from the Proposed Building to the Barnstable County Complex: _____

Number of Available Parking Spaces: _____ including _____ Handicapped Spaces

Does the Proposed Building comply with all current building codes including the Americans with Disabilities Act?

Yes

No

Building Size: Gross SF _____ Usable SF _____

Year of Construction: _____ Year of Latest Renovation (if applicable): _____

Number of Floors in Building: _____

Number of Elevators (if applicable): Passenger _____ Freight _____

Type of Heating System: _____ Fuel Type: _____

Type of Air Conditioning: _____

Type of Wiring for Voice: _____ # Jacks: _____

Type of Wiring for Data: _____ # Jacks: _____

Available Electrical Outlets: _____

Describe any special features of the Building, such as lobby, lunch area, etc.

Single Tenant

Multi-Tenant

If multi-tenant building, estimate percentage allocation of existing tenants:

Office _____ R&D _____ Retail _____ Warehouse _____

Residential _____ Vacant _____ Other(specify) _____

Name of Proposer: _____

Contact (if different): _____

Eligible Proposer as (check one):

Owner

Broker

Agent

Other (specify) _____

Signed: _____ Print Name: _____

Proposer's Address: _____

Phone: _____ Fax: _____

Email: _____ Date: _____

Attachment C

CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE

Pursuant to Massachusetts General Law, Chapter 7, Section 22 (20), I certify under penalties of perjury that this bid/proposal is in all respects bona fide, fair, and made without collusion or fraud with any person. As used in this certification the word "person" means any natural person, joint venture, partnership, corporation or other business or legal entity.

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Company: _____

Address: _____

Signature of Individual Signing

Bid, or Corporate Officer: _____

Telephone Number: _____

Social Security Number

Or Federal Identification Number: _____

Date: _____

Any person or corporation which fails to execute this document
will be considered a non-responsive Proposer
and will be rejected pursuant to MGL Chapter 30B.

ATTACHMENT D
REFERENCE FORM

Proposer: _____

Current Tenants of Building Owner

List name, title, address and telephone number of at least three (3) persons who are current tenants of the building owner, preferably at least one (1) of who is a current tenant of the Proposed Building.

Name	Title	Address	Telephone

Leases/Tenancies with Commonwealth of Massachusetts

List all real estate leases or tenancy agreements in effect currently or within the last five years between the owner and the Commonwealth of Massachusetts.

Agency	Address	Telephone

Building Management Firm (if applicable)

Identify the management firm, if any, which has (or will have) a management contract for the Proposed Building.

Institutional Lender(s)

List at least one institutional lender with whom the owner has done business in the prior twelve (12) months, preferably in relation to the Proposed Building.

Agency	Address	Telephone

(attach additional sheets if necessary)

ATTACHMENT E
DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

_____ Lessor/Landlord

_____ Lessee/Tenant

_____ Seller/Grantor

_____ Buyer/Grantee

_____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NONE" if NONE):

NONE

NAME:

POSITION:

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER

Attachment F

Purchase Order Terms and Conditions

This purchase order issued by the County of Barnstable (hereinafter "County") and the attached description of product/services to be provided and price quote submitted by the supplier/contractor/consultant named in this purchase order (hereinafter "vendor") shall constitute the contract between the County and the vendor. This purchase order, description of product/services and price quote constitute the entire agreement between the parties (hereinafter "contract") and there are no contracts other than those incorporated herein. In the instance of the purchase order resulting from a state contract or intergovernmental collaborative bid, the terms and conditions of that bid and/or contract will apply, and the terms stated herein shall be supplemental to those terms. The contract may not be changed, altered, amended, modified, or terminated orally and any such change, alteration, amendment, or modification must be in writing and executed by the parties hereto.

FOR AND IN CONSIDERATION of the payments by the County and delivery of the product/services by the vendor, the VENDOR hereby agrees to provide the product and/or services and the County agrees to pay the contract price in accordance with the terms of this contract.

1. ACCEPTANCE: The Contractor, by accepting this contract, agrees to all the conditions and terms specified herein, on attachments hereto, on the reverse hereof, and on any bid inquiry that may have preceded this award. Direct all correspondence relative to this contract to the Barnstable County, Purchasing Department, Barnstable, MA 02630. Prices cannot be altered during the term unless that was a condition of Contractor's bid. Unless otherwise stated, unit prices are inclusive of all costs.
2. SHIP TO: To ensure that delivery is made to the correct location, please address all shipments as noted on the face of this order. All correspondence, packages, and invoices must indicate the purchase order number, departmental name, and delivery address as indicated on this order.
3. DELIVERY: Deliveries shall be strictly in accordance with the schedule set out or referred to in the order and in exact quantities ordered. Notwithstanding the foregoing, Contractor shall not be liable for delay in delivery due to causes beyond Contractor's control and without Contractor's fault or negligence, provided Contractor exercises due diligence in promptly notifying County of conditions which will result in delay, and provided further, if Contractor's delay is caused by the default of a subcontractor or supplier, such default arises out of causes beyond the control of both Contractor and subcontractor or supplier, and without the fault or negligence of either of them, and the supplies or services to be furnished by the subcontractor or supplier were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
4. INSPECTION OF GOODS: The County shall have a reasonable time after delivery to inspect the goods delivered or services rendered under this contract and to reject or revoke acceptance of any not conforming with the terms of this agreement. Rejected goods will be returned to Contractor at Contractor's expense. Rejected services will be reworked and all costs associated with the rework will be charged to Contractor.
5. SUBSTITUTION OF GOODS: Goods not conforming with this contract will not be accepted. The County must approve, in writing, any substitution of non-conforming goods prior to shipment.
6. MATERIAL SAFETY DATA SHEETS: Contractor shall submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance (pursuant to M.G.L. C. 111F s 8,9 and 10 and the regulations contained in 441 OMR s 21.06) that is shipped against this order.
7. CONTRACTOR'S WARRANTY: Contractor herein warrants and covenants that the subject merchandise complies with all applicable federal, state and local statutes, rules and regulations for the installation and use of said merchandise for the purpose for which said merchandise is being purchased or rented.
8. PAYMENT: All invoices must be submitted to the BILL TO ADDRESS referenced on the front of this purchase order and must indicate the County's purchase order number and the name of the department listed in the SHIP TO ATTENTION line. Note that in order to effect payment, a W-8 or W-9 form, as appropriate, executed by the Contractor, which reflects the Contractor's current legal and remittance address or addresses, must be on file at the county. Payment shall be made in accordance with M.G.L. C.29, s.29c and 815 CMR 4.00.
9. DEFAULT: In the event of default by Contractor, including failure to deliver any item ordered within a reasonable time after acceptance of this contract, or if the County rightfully rejects the goods or services or revokes acceptance, the County may without waiving any other remedy permitted by law, make covering purchases of goods or services and hold Contractor liable for all additional costs incurred. Further, in such event, the County, at its option, may be relieved of any duty to accept such items as are subsequently delivered pursuant to this contract.
10. If this contract does not agree with Contractor's quotation, contact the County before performance begins. Prior to performance, the County may require additional information from the Contractor in order to ensure that the firm is qualified, and that the product or service offered will meet the need for which it is intended.
11. FORCE MAJEURE: The Contract shall be subject to Force Majeure considerations. Either party hereto shall be excused from performance of any act under the contract if prevented from the performance of any act required by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party. The period for the performance of such obligation shall be extended for an equivalent period for no additional cost. Continued prevention from performance by such causes for periods aggregating sixty (60) or more days shall be deemed to render performance impossible, and either party shall thereafter have the right to terminate this contract.
12. TERMINATION OF CONTRACT: Unless excused from performance by Force Majeure, if the Vendor shall fail to fulfill in a timely and satisfactory manner its obligations under this contract, or if the Vendor shall violate any of the covenants, conditions, or stipulations of this contract, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the vendor, then the County shall thereupon have the right to terminate this contract by giving written notice to the vendor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Additionally, the County, by written notice, may terminate this contract, in whole or in part, when it is in the County's best interest. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services or goods received before the effective date of termination.
13. GOVERNING LAW: This contract is governed by the laws of the Commonwealth of Massachusetts.
14. INSURANCE: If the contract requires the vendor to perform work on County property, no work shall be performed by vendor under this contract on County property unless and until vendor submits a certificate of insurance naming the County of Barnstable as an additional insured in full compliance with the County's insurance policies for liability, property damage and workmen's compensation as applicable. Email certification to Purchasing Division purchasing@barnstablecounty.org. Insurance is to remain current during performance of this contract.
15. INDEMNIFICATION: The Vendor shall indemnify, defend and hold harmless the County, its elected or duly appointed officers, and employees against liability, losses, damages or expenses (including legal expenses) resulting from any claim based upon breach of this contract or negligent or intentional misdeeds or omission of the Vendor, its employees or its agents in providing its service(s) to the County pursuant to the Contract.
16. TAX EXEMPT: The County is exempt from Federal Excise Tax, including Transportation Tax, and will furnish properly executed tax exemption certificates when called upon to do so. The County is also exempt from Massachusetts Sales Tax.
17. NON-DISCRIMINATION: The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment.
18. STATE TAX - M.G.L. C.62C, s.49A and C. 15 IA, s. 19A: Each Contractor must certify under penalties of perjury that they' have filed all state returns and paid all state taxes as required under law.

This Purchase Order in its entirety constitutes a written contract with the County of Barnstable pursuant to the provision of Chapter 30B, Subsection (a) as amended by 2013, 38, Section 49 effective July 1, 2013.

The terms of this contract cannot be modified, altered, or changed without the specific written approval of the County.

ATTACHMENT G
BARNSTABLE COUNTY
LEASE

ARTICLE I: SUMMARY

1.1 Key Terms

DATE OF LEASE:

LANDLORD:

LANDLORD'S ADDRESS:

TENANT:

TENANT'S ADDRESS:

USER AGENCY:

BUILDING ADDRESS ("Building"):

TOTAL NET USABLE AREA* OF TENANTS'S SPACE: _____ sq. ft. (* as described in Section 2.2) of which _____ sq. ft. is OFFICE space, and _____ sq. ft. is STORAGE space.

RESERVED PARKING SPACES: _____. As described in Exhibit A.

INITIAL LEASE TERM:

INITIAL LEASE TERM RENEWAL OPTIONS:

TERM	TERM DATES	COST PER SQUARE FOOT	MONTHLY PAYMENT	ANNUAL PAYMENT

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Exhibits These are incorporated as part of this Lease:

- Exhibit A: Plan showing the Building, the Lot and the Parking Spaces
- Exhibit B: Legal Description of Property
- Exhibit C: Certificate of Tax and Employment Security Compliance
- Exhibit D: Landlord's Measured Drawing of the Premises
- Exhibit E: Landlord's Beneficial Interest Disclosure Statement
- Exhibit F: Specifications for Premises (from RFP and Lease Proposal)
- Exhibit G: Certificate of Occupancy

ARTICLE II: PREMISES; NET USABLE AREA

2.1 Premises

Landlord does hereby demise and lease unto Tenant those premises (hereinafter called "the Premises") described in Section 1.1 and shown in Exhibit D annexed hereto.

Tenant shall have, as appurtenant to the Premises, the right to use all stairs and halls for access to the Premises; sidewalks; parking facilities as described in Exhibit A; any common entrances, lobbies, toilet facilities, elevators and loading platforms, and also pipes, ducts, conduits, wires, and equipment serving both the Premises and other parts of the Building.

2.2 Net Usable Area

For the purposes of this Lease, the term "Net Usable Area" shall mean that portion of the building to be assigned for the sole and exclusive use of the User Agency. Net Usable Area shall be measured from the predominant inside finish of the permanent outside walls (not from the inside face of the windows) to the interior side of corridors or permanent partitions, and from the center line of partitions to adjacent assigned space. Deductions will not be made for columns and projections necessary to the building or for partitions subdividing the Premises. Under no circumstances shall the Net Usable Area include elevator shafts, vestibules, stair enclosures, building equipment rooms, electrical/mechanical closets, or restrooms. Further it shall not include any corridors, elevator lobbies or other spaces that are outside of the area exclusively controlled and secured by the User Agency. This definition of Net Usable Area shall apply regardless of whether Barnstable County is the sole tenant on the floor or in the building.

ARTICLE III: RENT; DATE OF OCCUPANCY

3.1 Rent Payment

Tenant agrees to pay, and the Landlord to accept, the Rent described in Section 1.1. Monthly installments of Rent shall be payable in arrears, on or within twenty-one (21) days after either (a) the first day of the subsequent month or (b) the submission by Landlord to Tenant of a properly completed invoice for the previous month, whichever date is later, prorated with respect to any fractional month during the Term.

3.2 Date of Occupancy; Commencement of Rent

The obligation of the Tenant to pay rent shall begin on the Date of Occupancy. The Date of Occupancy shall be the earlier of (a) the twenty-first (21st) day after the Premises are available for Tenant's occupancy, or (b) the day the Tenant actually takes possession and begins to use the Premises for the operation of its business. The Premises shall be deemed available for Tenant's occupancy when (i) Landlord has substantially completed all improvements to the Premises as required by Section 4.1 hereof, with only so-called "punchlist items" excepted, and (ii) Tenant has received a copy of the Certificate of Occupancy, and a Certificate of Completion issued by the Project Architect; provided, however, that the Date of Occupancy shall not be deemed to have occurred prior to the Completion Date set forth in Section 4.1 unless Tenant has actually taken possession of the Premises prior to said date. Tenant agrees to execute a letter to the Landlord confirming the Date of Occupancy, once it has occurred.

3.3 Tenant's Entry Prior to Term Without Charge

Tenant may enter the Premises prior to the Date of Occupancy without payment of any additional sums in order to install telephone equipment, furniture, and fixtures, and to otherwise prepare the Premises for occupancy by Tenant. In order to assist the Tenant with its preparation, the Landlord shall make available to the Tenant without charge the services of the Landlord's on-site employees or agents for the purpose of giving advice regarding the structures and facilities of the Building. These services shall be rendered when requested by the Tenant and the person(s) responsible for rendering these services shall be prepared to do so no later than five (5) days following the execution of the Lease and thereafter during the term of the Lease.

ARTICLE IV: IMPROVEMENTS BY LANDLORD

4.1 Improvement Work; Construction Schedule

ARTICLE V: LANDLORD'S COVENANTS

5.1 Ownership and Title

The Landlord warrants and represents that it is the owner of the Building in which the Premises are located.

5.2 Delivery of Premises; Compliance with Statute

The Landlord warrants that it shall deliver the Premises to Tenant in good, clean and rentable condition, and that the construction of the Premises and the Building and the use of the Premises for the purposes described herein shall be in full compliance with all applicable overleases, laws, ordinances, codes, and regulations, including those pertaining to handicapped accessibility, of public authorities and insurance rating bureaus having jurisdiction.

If at any time any public authority or insurance rating bureau having jurisdiction shall complain that the Premises or the Building is not constructed in compliance with any applicable law, ordinance, code, or regulation, and shall request compliance, and if failure to comply shall in any way affect the use of the Premises by the Tenant or affect any other right of the Tenant under this Lease, or impose any obligation upon the Tenant, then Landlord shall, upon receipt of notice of such complaint, cause such repairs, alterations or other work to be done so as to bring about the compliance requested. If, by any reason of such failure of compliance or by reason of such repairs, alterations or other work done by Landlord, Tenant shall be deprived of the use or quiet enjoyment of the whole or any part of the Premises, the rent shall be abated on a per diem basis in proportion to the deprivation.

5.3 Quiet Enjoyment

The Landlord hereby warrants and covenants that Tenant shall have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of the Landlord, or by any other person(s) for whose actions the Landlord is legally responsible, or by any person claiming by, through or under Landlord, except as herein provided.

The Landlord or its agents may, at reasonable times and without interfering with Tenant's business operations, enter the Premises to make repairs or to view the Premises. Landlord shall give Tenant a minimum of twenty-four (24) hours notice for such visits, provided however that Landlord may enter the Premises at any hour and without twenty-four (24) hours notice in the case of an emergency affecting the Premises or the Building.

Landlord may enter to show the Premises to prospective tenants only during the last six (6) months of the Term of the Lease, and to prospective purchasers only after a minimum of twenty-four (24) hours notice to Tenant.

5.4 Delivery of Utilities; Maintenance and Repairs; Other Services

Landlord, at its own expense, shall provide all services described in Exhibit F, during the hours of operation stated therein.

ARTICLE VI: TENANT'S COVENANTS

6.1 Use of Premises

Tenant shall use the Premises only for proper business purposes. Tenant shall keep the Premises in good order, reasonable wear and tear and damage by fire excepted, and shall not commit or permit Tenant's servants, agents or invitees to commit waste to the Premises.

6.2 Compliance With Applicable Laws and Removal of Liens

Tenant shall comply with all laws, orders and regulations of Federal, State, County, and City authorities and with any Landlord's rules and regulations which may be set forth in this Lease, all of which are applicable to Tenant's use of the Premises. Tenant may defer compliance so long as the validity of any such law, order or regulation shall be contested in good faith by Tenant and by appropriate legal proceedings, if Tenant first gives Landlord appropriate assurance reasonably satisfactory to Landlord, against any loss, cost or expense on account thereof, and provided such contest shall not subject Landlord to criminal penalties or civil sanctions, loss of property or civil liability. Tenant shall not cause or allow any liens of any kind to be filed against the Premises or the Building. If any liens are so filed, then Tenant shall within fifteen (15)

days after receiving written notice of such lien, at its sole cost and expense take whatever action is necessary to commence the satisfaction and discharge of such lien or the release of such lien by bond.

6.3 Assignment and Subleasing

Tenant shall not assign, sublet, underlet, mortgage, pledge or encumber (collectively referred to as "Transfer") this Lease without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord understands and agrees that the use or occupation of all or part of the Premises by an agency of county government other than the User Agency named in Section 1.1 or the transfer of the Premises from the supervision and jurisdiction of the User Agency named in Section 1.1 to another agency of county government shall not be a transfer requiring Landlord's prior written consent, provided that the Premises continue to be used only for the purposes specified in Section 6.1.

Consent by Landlord, whether express or implied, to any Transfer shall not constitute a waiver of Landlord's right to prohibit any subsequent Transfer; nor shall such consent be deemed a waiver of Landlord's right to terminate this Lease upon any subsequent Transfer.

As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation, any transfer of the Tenant's interest in the Lease by operation of law.

6.4 Installation, Alterations and Additions; Tenant's Property

The Tenant may make structural or non-structural alterations or additions to the Premises, provided however that in the case of structural alterations, Tenant shall first obtain the Landlord's prior written consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed. All such allowed alterations or additions shall be at the Tenant's expense and shall in be quality at least equal to the present construction. Tenant shall not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Tenant in connection with work of any character performed at the direction of the Tenant and shall cause any such lien to be released of record without cost to Landlord.

All alterations and additions made by Tenant shall remain the exclusive property of the Tenant. The Tenant may at any time, at its sole option, remove any such alteration or addition and restore the Premises to the same conditions as prior to such alteration or addition, reasonable wear and tear and damage by fire or other casualty only excepted.

6.5 Self Help; Waiver; Cumulative Remedies

If Landlord shall default in the performance or observance of any obligation, agreement or condition of this Lease, or shall default in the payment of any tax or other charge which shall be a lien upon the Premises or in the payment of any installment of principal or interest upon any mortgage which shall be prior in lien to the lien of this Lease, and if Landlord shall not cure such default within thirty (30) days after written notice from Tenant specifying the default, (or, if the default is of such a nature that it cannot be cured within this thirty-day period, shall not within this period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), Tenant may, at its sole option and without waiving or limiting any claim for damages, at any time thereafter cure such default for the account of the Landlord. Any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and Landlord agrees to reimburse Tenant therefore or save Tenant harmless therefrom, provided that Tenant may cure any such default as aforesaid prior to the expiration of the waiting period described above (but after the notice to Landlord) if the curing of such default prior to the expiration of the waiting period is reasonably necessary to protect the Building or the Premises or Tenant's interest therein or to prevent injury or damage to persons or property. If Landlord shall fail to reimburse Tenant upon demand for any amount paid for the account of Landlord hereunder, the amount may be deducted by Tenant from the next or any succeeding payments of Rent due hereunder.

The remedies given tenant hereunder are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach by Landlord of any provisions of this Lease.

6.6 Yield Up at Termination of Lease

Tenant shall at the expiration or other termination of this Lease remove all Tenant's effects from the Premises. Tenant shall deliver the Premises to Landlord in the condition in which Tenant is required to maintain the same as set forth in this Lease, reasonable wear and tear excepted and fire and other casualty excepted.

ARTICLE VII: CASUALTY; EMINENT DOMAIN

7.1 Casualty Loss; Taking by Eminent Domain

If a substantial part of the Building shall be destroyed or damaged by fire or other casualty and the Landlord does not intend to restore the Building substantially to its former use and dimensions, or if a substantial part of the Building shall be taken for any public or quasi-public use under governmental law or by right of eminent domain and the taking would materially interfere with the use of the Building or Premises for the purposes for which it is then being used, then this Lease shall terminate at the election of Landlord (which election may be made notwithstanding that Landlord's entire interest may have been divested). Tenant may also elect to terminate this Lease if a partial taking by eminent domain or otherwise renders the Premises unfit or insufficient for Tenant's use or if a taking or casualty shall be so extensive that restoration or repair cannot, in Tenant's reasonable estimation, be effected within sixty (60) days from the date of such taking or casualty, or if the Landlord, having commenced such repair and restoration, does not complete the work within such time period. Landlord will notify Tenant of Landlord's decision to terminate this Lease or to restore the Premises within thirty (30) days after the occurrence or any event giving rise to Landlord's right to terminate or restore, and Tenant will notify Landlord of Tenant's election to terminate this Lease within thirty (30) days after the event giving rise to its right to terminate. Any such termination shall be effective thirty (30) days after the date of notice thereof.

If any part of the Building is damaged by fire or other casualty or is taken by a public authority and this Lease is not terminated by Landlord or Tenant as provided above, Landlord shall proceed with reasonable diligence to repair and restore the Premises and the Building, or what remains thereof in the case of a partial taking, to their condition prior to such damage, destruction, or taking.

If any destruction, damage or taking renders any part of the Premises unfit for use and occupation, prevents normal access to the Premises, or interferes with the supply of normal Building services to the Premises, a just proportion of the rent (and any additional rent), according to the nature and extent of the injury, shall be abated until the Premises (or, in the case that a partial taking, what remains thereof) shall have been put in proper condition for use and occupation and normal access and building services have been restored. Tenant shall receive a permanent abatement of rent (and additional rent) to the extent that any portion of the Premises cannot be so used and occupied for the balance of the term of this Lease.

Landlord reserves all rights to damages to the Premises and Building by reason of anything lawfully done in pursuance of any public or other authority, and by way of confirmation Tenant grants to Landlord all of Tenant's rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as Landlord may from time to time request, provided however, that Tenant reserves for itself any award specifically reimbursing Tenant for moving or relocation expenses and any other award the payment of which does not diminish the amounts otherwise payable to the Landlord. Tenant shall further be entitled to share in the award proportionately to the unamortized value of any property of Tenant (including without limitation its leasehold estate) affected by any such taking.

ARTICLE VIII: INDEMNIFICATION AND INSURANCE

8.1 Indemnification of Tenant by Landlord

The Landlord agrees to save the Tenant harmless from and to indemnify the Tenant against any and all injury, loss, claim, or damage to any person or property while on or within the common areas of the building and not occasioned by the negligence of Tenant, its agents or employees, and from and against all injury, loss, claim, or damage to any person or property on or within the Premises caused by any act, omission or negligence of the Landlord or Landlord's employees, agents, contractors or servants. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities incurred in connection with any such injury, loss or damage or any such claim, or any proceeding brought thereon or in defense thereof.

8.2 Insurance Coverage to be Maintained by Landlord

At all times subsequent to the Occupancy Date and during the full term of this Lease, Landlord shall at its sole cost and expense maintain with respect to the Building, Premises and appurtenant areas comprehensive public liability insurance with a so-called broad form endorsement. Such insurance shall name Landlord and Tenant as insured, and shall have a combined single limit of not less than \$1,000,000 for bodily injury and for property damage, and an annual aggregate limit of not less than \$3,000,000. Landlord shall also maintain hazard insurance upon the Building insuring against loss or damage by fire and other risks which are customarily comprehended by the term "extended coverage" in endorsements to

fire insurance policies in an amount equal to not less than eighty percent (80%) of the replacement cost of the Building above footings and foundations. All such insurance policies shall be issued by companies authorized to do business in Massachusetts. In the event the Tenant exercises its option to renew this agreement, Tenant shall review its needs, and taking current needs and inflation into consideration, may require an adjustment in the limits outlined above.

The Landlord shall deposit with the Tenant Certificates of Insurance that it is required to maintain under this Lease, at or prior to the Date of Occupancy, and thereafter, within ten (10) days of any renewal date therefor, in each case providing that the policies may not be changed or cancelled without at least twenty (20) days prior written notice to the Tenant.

8.3 Tenant's Self-Insurance

Landlord and Tenant acknowledge and agree that Tenant is self-insured and that Tenant is not required by this Agreement to procure or maintain insurance of any kind for payment of damages to the Landlord or any other party. All issues regarding insurance and Tenant's liability for damages shall be governed by the provisions of M.G.L. Chapter 258.

Tenant covenants and agrees that Tenant will not do or permit anything to be done in or upon the Premises, or bring in anything or keep anything therein, which shall increase the rate of insurance on the Premises or the Building above the standard rate applicable to the Premises hereby occupied for the use to which Tenant has agreed to devote the Premises, or which shall void such insurance. Tenant further agrees that, in the event Tenant shall do any of the foregoing, Tenant shall promptly pay to Landlord, on demand, any such increase resulting therefrom, which shall be due and payable as additional rent hereunder or Tenant shall cease activities which cause the voiding of the insurance as the case may be.

ARTICLE IX: DEFAULT

9.1 Event of Default by Tenant

If Tenant fails to pay the Rent as required hereunder and does not cure such failure within ten (10) days after written notice from Landlord, then it shall be an event of default by Tenant. If Tenant fails to fulfill any other covenant or obligation under this Lease and does not cure such failure within thirty (30) days after receiving written notice from Landlord specifying such failure (or, for those failures of obligation or covenant which are incapable of being cured within such thirty (30) day period, if Tenant has failed to commence such cure and thereafter diligently pursued such cure to completion) then, in any such event, it shall be an event of default by Tenant.

9.2 Remedies of Landlord

In the event of a default by Tenant, except as defined in Section 10.10, Landlord shall have the right to terminate this Lease, upon sixty (60) days written notice to Tenant. Tenant shall have the right to cure any nonpayment of rent default within this sixty (60) day period. If Tenant fails to cure such default, Tenant shall be required to comply with the provisions of Section 6.6 upon and after such termination date.

Upon termination of this Lease pursuant to this Section 9.2, Tenant shall pay to Landlord the Rent payable by Tenant to Landlord up to the time of such termination, and Tenant shall remain liable for any breach of covenant precedent to that date of termination. In addition, Tenant shall be liable to pay Landlord as damages the aggregate of the Rent remaining in the term for the period commencing with the date of termination and ending on the original Termination Date of the Lease as set forth in Section 1.1, except in the case of nonpayment due to any fault on the part of the Landlord. The Landlord shall be required to take all reasonable action to mitigate such damages including making reasonable efforts to relet the Premises. Without limiting the foregoing, in the event Landlord shall relet the Premises during such time period, Landlord shall credit Tenant with the "net rents" received by Landlord from such reletting, in the manner described herein. "Net rents" shall be determined by first deducting from the gross rents, as and when received by Landlord from such reletting, the reasonable expenses incurred or paid by Landlord in terminating this Lease, but not including the expenses of reletting, it being understood that any such reletting may be for a period equal to, or shorter or longer than the remaining term of this Lease. In no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder.

9.3 Event of Default by Landlord

In the event Landlord breaches any of Landlord's covenants, agreements, conditions, or warranties in this Lease, which breach remains uncured after thirty (30) days written notice from Tenant specifying such breach (or, for those failures of obligation or covenant which are incapable of being cured within such thirty (30) day period, if Landlord has failed to commence such cure and thereafter diligently pursued such cure to completion) it shall be an event of default by Landlord.

9.4 Remedies of Tenant

In the event of a default by Landlord, Tenant shall have, in addition to the remedies described in Section 6.5 above, the right to terminate this Lease, upon not less than sixty (60) days written notice to Landlord.

ARTICLE X: MISCELLANEOUS

10.1 Changes in Lease

None of the covenants, agreements, provisions, terms and conditions of this Lease shall in any manner be changed, altered, waived or abandoned except by a written instrument signed, sealed and mutually agreed upon by all the parties hereto, and approved as required by law. Such instruments shall not be void for want of consideration.

Tenant may request Landlord to extend the term of this Lease for the same rent and on the same terms and conditions provided in the Lease by giving at least thirty (30) days prior written notice thereof to Landlord, no sooner than six (6) months prior to the expiration date of the Lease. In the event Landlord agrees to such extension, the parties shall execute an amendment to this Lease which shall extend the term of the Lease upon the same terms and conditions herein.

10.2 Additional Space; Additional Services

If the Tenant requires additional space during the term of this Lease, the Landlord may furnish such space as is required by the Tenant, if available in the Building, provided that the rental price per square foot of the additional space shall not exceed the price per square foot for the Premises. The additional space shall be subject to all of the provisions hereof. The term of Lease of such additional space shall be concurrent with the balance of the period covered by this Lease provided that such space shall not be added until this Lease is amended in writing and approved as required by law. The Landlord shall also, during the remaining term of the Lease as amended, perform all maintenance and repair work specified herein.

No improvements to the Premises, or to any additional space, beyond the work described in the working drawings approved pursuant to Section 4.1 may be undertaken by Landlord before or during the Term of this Lease, unless and until this Lease is amended in writing and approved as required by law.

10.3 Holding Over

If Tenant or anyone claiming under Tenant shall remain in possession of the Premises or any part thereof after the expiration of the term hereof, without any agreement in writing between Landlord and Tenant with respect thereto, prior to acceptance of rent by Landlord, the person remaining in possession shall be deemed a tenant at sufferance. After acceptance of rent by Landlord the person remaining in possession shall be deemed a tenant from month-to-month, subject to the provisions of this Lease insofar as the same may be made applicable tenant from month-to-month, subject to the provisions of this Lease insofar as the same may be made applicable to a tenant from month-to-month.

10.4 Subordination

Tenant agrees that upon request of Landlord in writing Tenant will subordinate this Lease and the lien thereof to the lien of any future mortgage or mortgages upon the Premises held by a bank, insurance company or other financial institution, provided that the holder of such mortgage or mortgages shall enter a recordable agreement with Tenant that in the event of foreclosure or other action taken under the mortgage by the holder or any assignee or successor in interest, this Lease and the rights of Tenant hereunder shall continue in full force and effect and shall not be terminated and Tenant's rights hereunder shall not be disturbed except in accordance with the provisions of this Lease. Tenant agrees that it will, upon the request of Landlord, execute, acknowledge and deliver any and all instruments necessary or desirable to give effect to or notice of such subordination. The word "mortgage" as used herein includes mortgages, deeds of trust and all similar instruments, and all modifications, extensions, renewals and replacements thereof.

10.5 Severability

If any provision of this Lease is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Lease shall be enforced to the fullest extent permitted by law.

10.6 Force Majeure

In any case where either party hereto is required to do any Act, delays caused by or resulting from war, fire, flood or other casualty, unusual regulations, unusually severe weather, or other causes beyond such party's reasonable control (such as in the case of Tenant, any delay in the payment of Rent caused by a department, executive or legislative branch of County government) shall not be counted in determining the time during which such Act shall be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time," and such time shall be deemed to be extended by the period of the delay.

10.7 Binding Agreement; Covenants and Agreements; Governing Law; Personal Liability

This Lease shall bind and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. All covenants, agreements, terms and conditions of this Lease shall be constructed as covenants running with the land. This Lease contains the entire agreement of the parties and may not be changed or modified except by a written instrument in accordance with the provisions herein. This Lease shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of those laws shall not be deemed waived by any provision of this Lease.

The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of a violation. No provision of this Lease shall be deemed to have been waived by either party unless such waiver to be in writing and signed by the party to be bound thereby.

No mention in this Lease of any specific right or remedy shall preclude Landlord or Tenant from exercising any other right, or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either in law or in equity.

No official, employee or consultant of Barnstable County shall be personally liable to the Landlord or any partner thereof, or any successor in interest or person claiming through or under the Landlord or any such partner, in the event of any default or breach, or for or on account for any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Lease or any amendment or extension entered into pursuant hereto.

10.8 Tenant's Estoppel

Upon request and with twenty-one (21) days prior written notice from Landlord or Landlord's mortgagee, Tenant shall execute, acknowledge and deliver a written statement certifying that this Lease is in full force and effect subject only to such modifications as may be set out; and that Tenant is in possession of the Premises and is paying rent as provided in this Lease; and that there are no uncured defaults on the part of Landlord, or specifying such defaults if they are claimed. Any such statement may be relied upon by any prospective transferee or mortgagee of all or any portion of the Building, or any assignee of any such persons. If Tenant fails to deliver such statement in a timely manner, Tenant shall be deemed to have acknowledged that this Lease is in full force and effect, without modification except as may be represented by Landlord, and that there are no uncured defaults in Landlord's performance.

10.9 Notice

Any notice from Landlord to Tenant relating to the Premises or to the occupancy thereof shall be in writing and shall be deemed duly served when mailed by registered or certified mail, postage prepaid, addressed to Barnstable County at the Superior Court House, Barnstable, MA 02630 with a copy to the User Agency at the Premises, or at such other addresses as Tenant may from time to time designate by notice to Landlord.

Any notice from Tenant relating to the Premises or to the occupancy thereof shall be in writing and shall be deemed duly served when mailed by registered or certified mail, postage prepaid, addressed to Landlord at Landlord's address, set forth in Section 1.1., or at such other address as Landlord may from time to time designate by notice to Tenant.

10.10 Fiscal Year Appropriation

Appropriations for expenditures by agencies of Barnstable County, and authorizations to spend for particular purposes, are made on a fiscal year basis. The fiscal year of the County is the twelve-month period ending June 30 of each year. The obligations of the Tenant under this Lease, or under any amendment to or extension of this Lease, for any fiscal year, are subject to the appropriation of funds to the User Agency sufficient to discharge the Tenant's obligations under this lease which accrue in that fiscal year, and an authorization to spend such funds for the purposes of this Lease. Prior to the commencement of each fiscal year during the term of this lease, the User Agency shall use its best efforts to secure an appropriation and authorization to spend funds in an amount sufficient to discharge Tenant's obligations under this lease which accrue in that fiscal year.

If, for any fiscal year during the term of this Lease, funds for the discharge of the Tenant's obligation under this Lease are not appropriated and authorized, or funds so appropriated and authorized are insufficient for that purpose, then this Lease shall terminate without further recourse to either party provided, however, that Tenant shall pay all rent due to Landlord for the period prior to its surrender of the Premises. Tenant hereby acknowledges and confirms that the County has appropriated funds to cover the costs of this Lease during the current fiscal year.

10.11 Notice of Lease

Upon request of Tenant, Landlord shall execute and deliver to Tenant a recordable notice of this Lease.

10.12 Exhibits and Riders

The Exhibits and Riders attached hereto are made a part of this Lease for all purposes.

In Witness Whereof, the Barnstable County Commissioners, on behalf of the Cape Cod Commission, and _____ have executed this lease this _____ day of _____ in the year _____.

BARNSTABLE COUNTY COMMISSIONERS:

FOR THE LANDLORD:

_____ name

_____ name

_____ date

_____ date