

**REQUEST FOR PROPOSALS
LEASE-TO-PURCHASE OF REAL ESTATE FOR WATER DEPARTMENT USE
UNDER G.L. c. 30B, § 16**

Sealed proposals will be accepted at the Barnstable Fire District Offices with an address of 1841 Phinney's Lane, Barnstable, Massachusetts, 02630 until July 25th, 2025, at 12:00 pm at which time and place they will be publicly opened and read aloud, for the following:

The Barnstable Fire District ("District") is seeking a site for the temporary relocation of the Water Department offices while the District seeks a suitable permanent site, with the option to purchase the site for the permanent use of the Water Department.

This procurement shall be conducted in accordance with the provisions of G.L. Chapter 30B, §16, and those provisions are hereby incorporated by reference into this Request for Proposals ("RFP"). **Separate Price and Non-Price proposals must be submitted.**

All proposals will remain in effect for a period of ninety (90) calendar days from the deadline for submission, or until a Lease has been executed, or this RFP is cancelled, whichever occurs first.

Copies of the Request for Proposals may be obtained online at www.barnstablefire.org or at the Barnstable Fire District offices, at the address above between the hours of 9:00 AM to 3:00 PM.

Each original proposal must be delivered together with five (5) additional copies in a sealed package, plainly marked "*RFP-Proposal for Lease-to-Purchase – Water Department Use,*" and addressed to :

Mr. Willian A. Jones, III, Chair
Prudential Committee
Barnstable Fire District
1841 Phinney's Lane
Barnstable, MA 02630

Respondents may correct, modify, or withdraw proposals in writing not less than 48 hours prior to the date established for proposal opening. Corrections or modifications must be in a sealed envelope clearly marked as "Modification to Proposal of [respondent's name] for RFP-Proposal for Lease-to-Purchase—Water Department Use." Oral communications will not be accepted.

The District reserves the right to reject any or all proposals, waive any informalities in the proposal process, and to accept the proposal deemed to be in the best interest of the District.

INFORMATION FOR RESPONDENTS

Section I. Overview

The purpose of this Request for Proposals (“RFP”) is to solicit proposals for the lease-to-purchase for a building located within the District to serve as the administrative offices of the Barnstable Fire District and the Barnstable Fire District Water Department. The lease will be of a sufficient term to allow the District to determine a permanent location for the Water Department, including extension options.

The District is specifically seeking a *lease to purchase option* for this space. The purpose of the lease is to seek a permanent location for the Water Department; therefore, the option should be exercisable at the sole discretion of the District at any time during the lease term if the property is deemed suitable as a permanent site.

The proposals with the most advantageous application include:

- To accommodate the immediate relocation of the Water Department, there must be an existing office building on site.
- The existing building has at least 1900 sq. ft. of space on the first story, with at least 1700 sq. ft. of usable office space.
- The building has an adjacent parking garage for employee and has onsite or is accessible by public parking.
- The site abuts or is located near to existing Barnstable Fire District well sites.
- The site has space available with the potential to expand the existing building to accommodate future growth of the Department.

Terms of the lease and purchase option shall be negotiated to the satisfaction of the District before acceptance of execution of a lease. The District reserves the right to extend the deadline for submission of proposals, to request supplementary information, and to negotiate the most favorable acquisition or lease conditions on behalf of the District. The District further reserves the right to reject any and all proposals, waive any defects, informalities and minor irregularities, and make such award or act otherwise as it may deem in its best interest.

Respondents must meet all minimum evaluation criteria, must complete the enclosed proposal form and price summary form, and must include all requested documentation.

The successful Respondent must comply with all applicable bylaws of the District.

Section II. Instructions

Failure to complete the enclosed forms, answer any questions, or provide the required documentation will result in the proposal being deemed non-responsive and the rejection of the proposal, unless the District determines that such failure constitutes a minor informality.

All requests for clarification and any questions about information contained in this RFP must be submitted in writing and addressed to:

Stephen P. Rizzo, PE
Owner's Project Manager

Email: srizzo@synergyconsultants.net

And:

Christopher Beal, Chief
Barnstable Fire Department

Email: cbeal@barnstablefire.org

No requests or questions will be accepted after 12:00 pm on July 10th, 2025. The name, address, telephone number and fax number of the person to whom such additional information shall be sent must be provided by the Respondent.

One original and five (5) copies of the proposal must be received in the Barnstable Fire District Offices by **12:00 pm on July 25, 2025**. Proposals must be delivered in a sealed package, plainly marked "*RFP – Proposal for Lease-to-Purchase – Water Department.*" **Price Proposals must be submitted in a separate envelope marked "Price Proposal".**

The proposal shall include a cover letter on company letterhead signed by a person who is authorized to bind the Respondent to the proposal, including the Respondent's name, address, and telephone number. It should state the subject as "Water Department Lease" and should state the name, title, and phone number of the organization's primary contact person for this RFP if such person is someone other than the signer of the letter.

Respondents may correct, modify, or withdraw proposals in writing not less than forty-eight (48) hours prior to the proposal opening. Only written communications will be accepted and considered. Corrections or modifications must be in a sealed envelope clearly marked as "Modification to Proposal of [Respondent's name] for RFP-Proposal for Lease-to-Purchase-Water Department." Only written communications will be accepted and considered.

Proposals will remain in effect for a period of ninety (90) calendar days from the deadline for submission, until a lease has been executed, or until this RFP is cancelled, whichever occurs first.

In the case of a discrepancy on the price summary form between written and numerical amounts, the written amount shall prevail.

Nothing in this RFP shall be construed as superseding or waiving any of the requirements in any of the District's bylaws, which are incorporated in this RFP by reference. District bylaws are available at [Publications – Barnstable Fire District](#).

Section III. Site Information

- A. General Requirements. The site shall be located within the Barnstable Fire District. It must have in existence office space to accommodate nine (9) Water Department employees, with a minimum of 1900 square feet, at least 1700 square feet of which shall be usable, on a single story. The main floor shall have at least two (2) bathrooms. The building shall have an onsite garage sufficient to accommodate two (2) service vehicles and water service equipment of at least 600 square Feet. The Building shall have onsite parking sufficient to accommodate 10 vehicles for employee parking, and have additional onsite parking (covered or uncovered) or be accessible by public parking for visitors.
- B. Site Visit. The District may require up to three (3) site visits to determine the feasibility and conditions of the site. The purposes of these visits will be to inspect premises for appropriateness of RFP response, building and fire safety inspections, and potential for additional expansion for District use.
- C. Price. The District has the right to negotiate the terms of the lease based on the appropriateness of the building for the intended use and the current condition of the site to be leased. The proposer will submit proposed price term of a two-year lease with an option to extend for one additional year and an option to purchase.

Section III. Evaluation Criteria

- A. Minimum Criteria. All proposals must meet the following minimum criteria:
 - 1. All submission requirements are met.
 - 2. The applicant accepts the terms and conditions of the lease-to-purchase agreement contained herein.
 - 3. All taxes for the property owner(s) in the District are current, and there are no title defects or litigations attached to the property.
 - 4. The District shall have the option to purchase the property at any time during the lease term, with all previous rent payments to be credited towards the purchase price.
- B. Non-price Evaluation Process. Proposals will initially be reviewed to determine if each submission contains all required forms and documentation. Any proposal lacking all required forms will be considered non-responsive and given no further consideration during the evaluation process.

Complete proposals shall be further evaluated in light of the criteria outlined below, and will be ranked from most to least advantageous. An evaluation of each proposal shall state the basis for its ranking, and identify the strengths and weaknesses of the proposal, both objectively and in comparison to the other proposals submitted in response to the RFP. An award will be made, if at all, to the Respondent presenting the most advantageous proposal, taking into consideration all criteria, including price. The District reserves the explicit right to select a proposal which does not necessarily offer the least price and/or economic benefit to the District.

The respective chairs of the Barnstable Fire District Prudential Committee and Water Commissioners, the Water Superintendent, and Fire Chief will conduct the evaluations. As part of the evaluation process, the District reserves the right to conduct interviews with the proposers at any stage of the evaluation process. The District may make such other investigation as deemed necessary to determine the ability and responsibility of the Respondents to meet the requirements for the property to be leased under this RFP. The Respondents shall cooperate with the District in such investigation and furnish to the District all information and data that the District may require to make such determination.

This RFP, and any contract awarded pursuant to the RFP, shall be subject to all bylaws of the District. The successful Respondent shall be required to deliver possession of the property within 30 days of the execution of the lease agreement.

The District reserves the right to reject any and all proposals if such rejection is deemed to be in the best interest of the District. The District also reserves the right to waive any informalities in the proposal process and to accept the proposal deemed to be in the best interest of the District.

Section IV. Evaluation Criteria.

The following comparative criteria will be used to evaluate the proposed sites. Proposals not meeting all of the minimum requirements shall be deemed non-responsive.

1. Location and size of the site.

Minimum requirements: The site for the Water Department relocation shall be 2 or more acres located within the limits of the Barnstable Fire District.

	Most advantageous	Advantageous	Least advantageous
Proximity to Barnstable Fire District well site(s)	Abutting or within ¼ mile of existing well site(s).	Within ½ mile of existing well site(s).	More than ½ mile from existing well site(s).
Lot size and conditions	Lot size and conditions accommodates all foreseeable expansion of office building.	Lot size and/or conditions accommodate limited foreseeable expansion of office building.	Lot size and/or conditions makes future expansion of office building infeasible.

2. Restrooms & office space.

The site shall have an existing commercial office building with 1900 square feet on the first story (“main floor”), at least 1700 of which shall be usable as office space.

	Most advantageous	Advantageous	Least advantageous
Offices	Has at least 4 dedicated offices ready for immediate occupation on main floor, conference room suitable for 15 people and reception area with space for waiting and 2 employees	Has fewer than 4 dedicated offices ready for immediate occupation on main floor conference room suitable for fewer than 15 people and reception area with space for waiting	Office space not ready for immediate occupation due to current building conditions, no conference room suitable for 15 people and reception area with space for waiting
ADA compliant main floor bathrooms	Two existing bathrooms on main floor	Able to accommodate two bathrooms on main floor	Not able to accommodate two bathrooms on main floor

3. Parking and public accessibility.

The property must have an existing covered parking garage with a parking area of at least 600 square feet sufficient to accommodate at least two (2) service vehicles and water system service equipment. Property must have sufficient additional parking for ten (10) employees and visitors or be accessible by public parking.

	Most advantageous	Advantageous	Least advantageous
Visitor parking	Parking garage of 600 Square feet and other onsite parking has at least 10 additional parking spaces for employees and visitors	Site has fewer than 10 employee and visitor parking spaces and is accessible by offsite public parking.	Site accessible by offsite public parking only.

4. Leasehold Improvements

The property shall allow for leasehold improvements to accommodate the District Offices and Water Department.

	Most advantageous	Advantageous	Least advantageous
Leasehold Improvements	Minimal improvements to space and structure required to accommodate the new occupants.	Some improvements required but not extensive.	Extensive improvements required.

Section V. Award and Notification

The Barnstable Fire District Prudential Committee, in its sole discretion, shall select the proposal which is determined to be the most advantageous proposal from a responsible and responsive proposer taking into consideration price and the evaluation criteria set forth in this RFP. The District shall not be required to select any proposal offering the lowest price offer or lease rent price. If the District awards the contract to a proposer that does not offer the lowest price offer or rental payment or otherwise does not represent the overall lowest cost to the District, the District will explain the reason for the award in writing. All other proposers shall be notified in writing of the District's decision.

Section VI. Lease to Purchase Agreement.

The selected proposer shall be required to execute a Lease to Purchase Agreement within thirty (30) days of being notified of the award that incorporates the proposed rent and purchase price, on the terms set forth in Attachment A, Sample Lease to Purchase Agreement, hereto.

If the proposer fails to execute the Lease to Purchase Agreement within thirty (30) days of the Notice of Award, the District reserves the right to rescind the award and to issue a Notice of Award to the proposer whose proposal was deemed to be the next most advantageous by the District or to determine not to make an award.

Section VI. Document Submission Requirements

The following documents must accompany the proposal and meet the requirements for minimum evaluation criteria established by G.L. Chapter 30B, Section 16. Failure to provide any of the requested documents may result in the determination that the Respondent is non-responsive. The District will review the information requested below in determining the responsibility of Respondents.

1. Proposal.
2. Price Summary Form (included in this RFP).
3. A list of three references, including contact names and telephone numbers.
4. The following additional forms (included in this RFP), completed and signed:
 - Disclosure of Beneficial Interest Form.
 - Certificate of Non-Collusion and Tax Compliance.
 - Certificate of Authority.

ATTACHMENT A
SAMPLE FORM OF LEASE

**Lease between BARNSTABLE FIRE DISTRICT and LEASOR,
LEASED PROPERTY NAME**

Lease dated as of the **XXX** day of Month, Year by and between LEASOR, as landlord (“Landlord”), and the Barnstable Fire District, as tenant (“District” or “Tenant”).

**ARTICLE I
REFERENCE DATA**

1. (A) SUBJECTS REFERRED TO:

Each reference in this lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Section I (A):

LANDLORD'S ADDRESS:

TENANT'S ADDRESS:

SITE DESCRIPTION: (“the Site”)

BUILDING:

FLOOR AREA

OF TENANT'S SPACE: sq. feet (rentable) and sq. feet (useable)

TERM: Two years, renewable for an additional one year at the District’s sole discretion under the same price and terms.

COMMENCEMENT DATE:

FIXED RENT: \$ _____ annually, \$ _____ monthly.

SECURITY DEPOSIT: None

PERMITTED USE:

(B) EXHIBITS

Exhibit No. 1: Floor Plan – Landlord Improvements

Exhibit No. 2: Landlord’s Price Proposal and Non-Price Proposal Submissions

ARTICLE II PREMISES

2. PREMISES

Subject to and with the benefit of the provisions of this lease, Landlord hereby leases to Tenant, and Tenant leases from Landlord, Tenant's space in the Building to be further defined upon award of the Contract. Tenant shall have use of a minimum of ____ parking spaces on the Lot.

ARTICLE III TERM

3. TERM

To have and to hold for a term beginning on the Commencement Date, and continuing for the Term, unless sooner terminated as hereinafter provided. The Tenant shall have the right to terminate the lease one year from the commencement date and each year thereafter depending on the availability of the Tenant's Federal and State funding sources. The Tenant shall notify the Landlord in writing no less than thirty days prior to such date of its intention to terminate the remainder of the lease.

ARTICLE IV LANDLORD'S COVENANTS

4. (A) LANDLORD'S COVENANTS DURING THE TERM:

Landlord covenants during the Term:

- (1) To pay all real estate taxes when due;
- (2) To provide maintenance for the exterior and interior of the Building and the common systems of the Building and the Lot and remove snow and ice from the Lot; and
- (3) Except as otherwise provided in this lease, to make such repairs to the roof, exterior and interior walls and common facilities of the Building and the Lot as may be necessary to keep them in good repair and condition.
- (4) To provide a telephone and data wiring system as currently in place for the demised premises.
- (5) To provide and pay for utilities (electricity and heating) used by Tenant in the demised premises. Landlord shall provide and pay for heating fuel during normal business hours which shall mean Monday through Friday 7:00 a.m. – 6:00 p.m. ("Tenant's Hours"). The electric system in the demised premises shall be capable of accommodating a local area network, several computers, printers, copiers, fax machines, and staff room amenities to be provided and installed by Tenant.

(6) To provide reasonable and sufficient heat and air conditioning during Tenant's Hours. The HVAC system shall be maintained by Landlord and shall be as specified in the Request for Proposals.

(7) To provide access to employees of Tenant in addition to the access provided during Tenant's Hours provided that Landlord may request or otherwise impose identification or other security procedures for said access.

(8) The landlord will indemnify the tenants and hold them harmless from any liability for injury, loss, accident or damage to any person or property and from any claims, actions, proceedings, and expenses and costs in connection therewith including, without implied limitation, reasonable counsel's fees: (i) arising from the omission, fault, willful act, negligence or other misconduct of Landlord or anyone claiming under Landlord, or from any use made or thing done or occurring upon or about the demised premises but not due to the omission, fault, willful act, negligence or other misconduct of Tenant, or (ii) resulting from the failure of Landlord to perform and discharge its covenants and obligations under this lease.

(B) **INSURANCE**

The Landlord shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth below throughout the duration of this Lease and for at least one year after termination of this Lease:

- a. Commercial General Liability insurance covering claims for injury to persons and damage to property. Such insurance shall include contractual liability and shall cover the use of all equipment and motor vehicles on the Site or transporting persons, equipment, materials or debris to and from the Site. Products and Completed Operations insurance shall be maintained for at least three years after completion of this Agreement. Minimum Insurance Limits: \$1,000,000 per occurrence; \$2,000,000 aggregate.
- b. Worker's Compensation Liability insurance in amounts not less than those required by law and Employer's Liability insurance.
- c. Umbrella Liability insurance in amounts not less than \$5,000,000, which shall be maintained for at least three (3) years after completion of this Agreement.

Certificates of insurance evidencing the coverage required hereunder and copies of the policies, together with evidence that all premiums for such insurance have been paid, shall be filed with the Tenant prior to the commencement of the Lease. All such policies and certificates shall be written through companies and in forms acceptable to the Tenant's lender or lenders, if any. All policies shall contain a provision that coverages afforded by them will not be cancelled or amended until at least thirty (30) days prior written notice has been given to the Tenant. In the event that any policy is cancelled or amended, the Landlord shall immediately provide notice to the Tenant and take all steps necessary to reinstate such policy to conform to the requirements of this Lease. The insurance provided under clause a and c, above, shall name the Tenant and such

other parties as the Tenant shall require as “Additional Insured” parties. Insufficient insurance shall not release the Landlord from any liability for breach of its obligations under this Lease.

ARTICLE V RENT AND PURCHASE PRICE

5. (A) FIXED RENT

(1) Tenant agrees to pay fixed monthly rent equal to 1/12th of the Fixed Rent, such rent to be paid in equal installments on the first day of July, 2025 and on the first day of each calendar month thereafter throughout the duration of the Term; and for any portion of a calendar month at the end of the Term, a portion of such fixed monthly rent, prorated on a per diem basis. All payments of fixed rent shall be made in lawful money of the United States and shall be made to Wayne Office Park, LLC and sent to the Landlord, _____, or to such other person and/or at such other address as Landlord may from time to time designate.

(2) The Tenant shall pay a **fixed fee** on an annual basis for each year of the lease agreement. The Tenant will make monthly rental payments.

TERM	TERM DATES	ANNUAL PAYMENT	TOTAL RENT FOR TERM	MONTHLY PAYMENT
Initial two (2) year Term and (1) year renewal option		\$	\$	\$

(B) OPTION TO PURCHASE

(1) The District shall have the option to purchase the Site and any buildings and improvements thereon, exercisable at District’s sole discretion at any time under the Term and Renewal Term, by providing written notice hereunder to the Landlord, at the following purchase price: _____ Dollars (\$_____).

(2) If the District exercises its option to purchase, the Parties shall execute a Purchase and Sale Agreement setting forth the non-price terms of the purchase. The Agreement shall provide that all of Tenant’s rent payments hereunder shall be credited to the purchase price.

ARTICLE VI TENANT'S COVENANTS

6. TENANT'S COVENANTS DURING THE TERM.

Tenant covenants during the Term and such other time as Tenant occupies any part of the demised premises:

(1) To pay when due all Fixed Rent.

(2) Except as otherwise provided in this Lease, to keep the demised premises in good order, repair and condition, reasonable wear only excepted; and at the expiration or termination of this lease peaceably to yield up the demised premises and all changes and additions therein in such order, repair and condition, first removing all goods and effects of Tenant and those claiming under Tenant and any items the removal of which is required by any agreement between Landlord and Tenant (or specified therein to be removed at Tenant's election and which Tenant elects to remove), and repairing all damage caused by such removal and restoring the demised premises and leaving them clean and neat.

(3) To use and occupy the demised premises only for the Permitted Use; and not to injure or deface the demised premises, Building, or Lot; and not to permit in the demised premises any auction sale, nuisance, or the emission from the demised premises of any objectionable noise or odor; nor any use thereof which is improper, offensive, contrary to law or ordinance or liable to invalidate or increase the premiums for any insurance on the Building (or any portion thereof) or its contents, or liable to render necessary any alteration or addition to the Building;

(4) INTENTIONALLY DELETED

(5) To keep the demised premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority and/or any insurance inspection or rating bureau having jurisdiction, and to procure all licenses and permits required because of any use made by Tenant and, if requested by Landlord, to do any work required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way the Permitted Use;

(6) Not without the prior written consent of Landlord to assign, hypothecate, pledge or otherwise encumber this lease, to make any sublease or to permit occupancy of the demised premises or any part thereof by anyone other than Tenant voluntarily;

(7) To maintain public liability insurance upon the demised premises in amounts which shall, at the beginning of the term, be equal to at least \$1,000,000.00 inclusive for bodily injury or death to one or more individuals and for damage to property. Tenant shall deliver to Landlord the policies of such insurance, or certificates thereof at least fifteen (15) days prior to the Commencement Date, and each renewal policy or certificate thereof, at least fifteen (15) days prior to the expiration of the policy it renews. Each such policy shall be written by a responsible insurance company authorized to do business in the Commonwealth of Massachusetts;

(8) To keep all employees working in the demised premises adequately covered by workmen's compensation insurance in amounts no less than that required by law, and to furnish Landlord with certificates thereof;

(9) To permit Landlord and its agents entry: to examine the demised premises at reasonable times and, if Landlord shall so elect, to make repairs, alterations and replacements; to remove, at Landlord's expense, any changes, additions, signs, curtains, blinds, shades, awnings, aerials, flagpoles, or the like not consented to in writing; and to show the demised premises to prospective tenants during the twelve (12) months preceding the expiration of the term of this lease and to prospective purchasers and mortgagees at all reasonable times;

(10) To pay promptly when due the entire cost of any work done on the demised premises by Tenant and those claiming under Tenant; not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the demised premises; and immediately to discharge any such liens which may so attach;

(11) Not to make any exterior or structural alterations, improvements, changes or additions (nor any interior non-structural alterations, improvements, changes or additions which would affect any common utility or mechanical system in the Building) to the demised premises without Landlord's prior written consent.

ARTICLE VII DEFAULT

7. (A) EVENTS OF DEFAULT - TENANT

(1) If Tenant shall default in the payment of Fixed Rent, and if Tenant shall fail to cure said default within sixty (60) days after receipt of notice of said default from Landlord, or (2) if Tenant shall default in the performance or observance of any other agreement or condition on its part to be performed or observed and if Tenant shall fail to cure said default within sixty (60) days after receipt of notice of said default from Landlord (but if longer than sixty (60) days shall be reasonably required to cure said default, then if Tenant shall fail to commence the curing of such default within thirty (30) days after receipt of said notice and diligently prosecute the curing thereof to completion), or (3) if any person shall levy upon, or take this leasehold interest or any part thereof upon execution, attachment or other process of law, or (4) if Tenant shall make an assignment of its property for the benefit of creditors, or (5) if Tenant shall be declared bankrupt or insolvent according to law, or (6) if any bankruptcy or insolvency proceedings shall be commenced by or against Tenant, or (7) if a receiver, trustee or assignee shall be appointed for the whole or any part of Tenant's property, or (8) if Tenant shall vacate the demised premises, then in any of said cases, Landlord lawfully may terminate this lease and demand that Tenant vacate the premises. Termination of Lease due to unavailability of funding shall not be deemed default.

(B) EVENTS OF DEFAULT - LANDLORD

Each of the following is an "Event of Default" by Landlord: (a) Landlord fails to comply with any obligation or covenant of Landlord under this Lease and fails to cure such failure within thirty (30) days after receiving written notice from Tenant specifying such failure, or for those failures that cannot be cured within such forty-five (45) day period, if Landlord fails to commence such cure

within said forty-five (45) day period and thereafter to diligently pursue such cure to completion;

(b) Any warranty, representation, or statement that Landlord makes in this Lease is incorrect or misleading in any material respect on the date made.

Remedies of Tenant: Upon the occurrence of an Event of Default by Landlord, Tenant shall have the remedies described below under “Cure by Tenant”, if applicable, given the nature of the Event of Default, and Tenant has any other remedies available to Tenant at law or in equity. In addition, if the Event of Default by Landlord is of such a nature that the Event of Default materially interferes with Tenant's use or occupancy of the Premises, in Tenant's reasonable judgment, and Landlord fails to fully cure or eliminate the cause(s) of such Event of Default within forty-five (45) days following written notice from Tenant stating that such an Event of Default has occurred, then Tenant also has the right to terminate this Lease by giving Landlord a written Notice of Termination that Tenant must give at least ten days before the Expiration Date stated in such Notice of Termination. Upon the Expiration Date, this Lease comes to an end as fully and completely as if the Expiration Date stated in such notice were the Expiration Date originally fixed, provided, however, that Landlord remains liable for any breach of Landlord's obligations under this Lease occurring before the date of termination.

Cure by Tenant If Landlord fails to perform any obligation, agreement, or condition of Landlord under this Lease, including, but not limited to, failing to make any required repairs or to provide any Building services, and if such failure interferes with Tenant's use or occupancy of the Premises, in Tenant's reasonable judgment, and if Landlord does not cure such failure within forty-five (45) days after written notice from Tenant specifying the failure (or, for those failures that are incapable of being cured within such forty-five (45) day period, if Landlord fails to commence such cure within said forty-five (45) day period and thereafter fails to diligently pursue such cure to completion), Tenant, at Tenant's sole option, and without waiving or limiting any claim for damages, at any time thereafter has the right to perform such obligation for Landlord, provided that Tenant has the right to cure any such failure before the expiration of the waiting period described above (but after notice to Landlord, including telephonic notice) if the curing of such failure before the expiration of the waiting period is reasonably necessary to prevent injury to persons or property. If Tenant makes any expenditure or incurs any obligation for the payment of money in order to cure Landlord's failure to perform as aforesaid, such monies paid or obligations incurred are deemed paid or incurred on behalf of Landlord, and Tenant shall be entitled to set off such monies paid from rental payments due thereafter to the Landlord. In the event that such monies paid exceed any remaining rental payments due to Landlord, Landlord agrees to reimburse Tenant therefore or save Tenant harmless therefrom.

C. REMEDIES CUMULATIVE

Any and all rights and remedies of Landlord and Tenant under this Lease, at law, and in equity, are cumulative and are not to be deemed incompatible with each other and Landlord and Tenant each has the right to exercise any two or more such rights and remedies simultaneously, to the extent permitted by law.

ARTICLE VIII CASUALTY AND TAKING

8. (A) CASUALTY AND TAKING

In case during the term of this lease all or any substantial part of the demised premises, the Building, or Lot or any one or more of them, are damaged by fire or any other casualty or by action of public or other authority or are taken by eminent domain, this lease shall terminate at Landlord's or Tenant's election, which may be made notwithstanding Landlord's or Tenant's entire interest may have been divested, by notice given to the other party within thirty (30) days after the occurrence of the event giving rise to the election to terminate. Said notice shall, in the case of damage as aforesaid, specify the effective date of termination which shall be not less than thirty (30) nor more than sixty (60) days after the date of notice of such termination. In the case of any such taking by eminent domain, the effective date of the termination shall be the day on which the taking authority shall take possession of the taken property. Fixed Rent and additional rent shall be apportioned and adjusted as of the elective date of any such termination. If in any such case the demised premises are rendered unfit for use and occupation and this lease is not so terminated, both parties shall use due diligence to put the demised premises, or, in the case of a taking, what may remain thereof (excluding any items which both parties may be required or permitted to remove from the demised premises at the expiration of the term of this lease) into proper condition for use and occupation, but both parties shall not be required to spend more than the net proceeds of insurance or award of damages it receives therefore, and a just proportion of the Fixed Rent and additional rent according to the nature and extent of the injury to the demised premises shall be abated until the demised premises or such remainder shall have been put by both parties in such condition; and in case of a taking which permanently reduces the area of the demised premises, a just proportion of the Fixed Rent shall be abated for the remainder of the Term.

**ARTICLE IX
MORTGAGEE**

9. (A) SUBORDINATION TO MORTGAGES

It is agreed that the rights and interest of Tenant under this lease shall be: (i) subject and subordinate to the lien of any present or future first mortgage and to any and all advances to be made there under, and to the interest thereon, upon the demised premises or any property of which the demised premises are a part, if the holder of such mortgage shall elect, by notice to Tenant, to subject and subordinate the rights and interest of Tenant under this lease to the lien of its mortgage; or (ii) prior to the lien of any present or future first mortgage, if the holder of such mortgage shall elect, by notice to Tenant, to give the rights and interest of Tenant under (this lease priority to the lien of its mortgage. It is understood and agreed that the holder of such mortgage may also elect, by notice to Tenant, to make some provisions hereof subject and subordinate to the lien of its mortgage while granting other provisions hereof priority to the lien of its mortgage. In the event of any of such elections, and upon notification by the holder of such mortgage to that effect, the rights and interest of Tenant under this lease shall be deemed to be subordinate to, or to have priority over, as the case may be, the lien of said mortgage, irrespective of the time of execution or time of recording of any such mortgage. Tenant agrees that it will, upon request of Landlord, execute, acknowledge and deliver any and all instruments

deemed by Landlord necessary or desirable to evidence or to give notice of such subordination or priority. The word "mortgage" as used herein includes mortgages, deeds of trust or other similar instruments and modifications, consolidations, extensions, renewals, replacements and substitutes thereof. Whether the lien of any mortgage upon the demised premises or any property of which the demised premises are a part shall be superior or subordinate to this lease and the lien hereof, Tenant agrees that it will, upon request, attorney to the holder of such mortgage or anyone claiming under such holder and their respective successors and assigns in the event of foreclosure of or similar action taken under such mortgage. Tenant further agrees that it shall not subordinate its interest in this lease to the lien of any junior mortgage, security agreement or lease affecting the demised premises, unless the holder of the first mortgage upon the demised premises or property which includes the demised premises shall consent thereto.

(B) LIMITATION ON MORTGAGEE'S LIABILITY

Upon entry and taking possession of the mortgaged premises for any purpose, the holder of a mortgage shall have all rights and duties of Landlord.

ARTICLE X GENERAL PROVISIONS

10. (A) CAPTIONS

The captions of the Articles are for convenience and are not to be considered in construing this lease.

(B) SHORT FORM LEASE

Upon request of either party both parties shall execute and deliver a short form of this lease in form appropriate for recording, and if this lease is terminated before the term of this lease expires, an instrument in such form acknowledging the date of termination. No such short form lease shall contain any indication of the amount of the rentals payable hereunder by Tenant.

(C) NOTICES

All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage prepaid, by mailing the same by Express Mail or by having the same delivered by a commercial delivery service such as Federal Express, UPS, and the like. If given to Tenant the same shall be directed to Tenant at Tenant's Address or to such other person or at such other address as Tenant may hereafter designate by notice to Landlord; and if given to Landlord the same shall be directed to Landlord at Landlord's Address, or to such other person or at such other address as Landlord may hereafter designate by notice to Tenant. In the event the notice directed as above provided shall not be received upon attempted delivery thereof to the proper address and shall be returned by the Postal Service or delivery service to the sender because of a refusal of receipt, the absence of a person to receive it, or otherwise, the time of the giving of such notice shall be the first business day on which delivery was so attempted.

(D) NO SURRENDER

The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this lease or a surrender of the demised premises.

(E) BROKERS

Tenant hereby represents and warrants to Landlord that it has dealt with no broker in connection with this lease and there are no brokerage commissions or other finders' fees payable in connection herewith.

(F) HAZARDOUS MATERIALS

Both Parties agree that both Landlord and Tenant must not cause or permit any Hazardous Substance to be used, generated, stored, or disposed of on, under, or about, or transported to, from, or across the Premises, or to migrate toward the Premises, provided, however, that this does not (i) prohibit Landlord from permitting other tenants of the Building from using any Hazardous Substance subject to the same provisions that are applicable to Tenant, or (ii) prohibit either Party or either Party's contractors from using necessary amounts of cleaning fluids, pesticides, gasoline, solvents, or similar supplies necessary to carry out that Party's construction, repair, and maintenance obligations under this Lease, any of which constitutes a Hazardous Substance, provided that such use, including storage and disposal, by Landlord or Tenant is in compliance with the manufacturers' instructions and recommendations for the safe use of such products, and with all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment, safety, or any Hazardous Substance.

Landlord must promptly take or cause others to take all actions that are necessary to assess, remove, and/or remediate each Hazardous Substance that is on, under, or migrating toward the Premises or Building (unless generated by Tenant, in which case Tenant shall bear the responsibility of assessing, removing and/or remediating such Hazardous Substance), as and to the extent required by all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment or any Hazardous Substance. Landlord must also take all actions required to prevent such Hazardous Substance from causing injury or damage to Tenant and Tenant's employees, agents, contractors, and invitees, or if injury or damage cannot be prevented, to minimize such injury or damage to the greatest extent possible. Tenant must take all actions required to prevent any Hazardous Substance generated by Tenant from causing injury to or damage to Landlord, Landlord's other Tenants, and their employees, agents, contractors and invitees, or if injury or damage cannot be prevented, to minimize such injury or damage to the greatest extent possible.

(G) APPLICABLE LAW AND CONSTRUCTION

This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and, if any provisions of this Lease shall to any extent be valid, the remainder of this Lease shall not be affected thereby. There are no oral or written agreements between Landlord and Tenant affecting this Lease. This Lease may be amended, and the provisions hereof may be waived or modified, only by instruments in writing executed by Landlord and Tenant. The titles of the several Articles and Sections contained herein are for convenience only and shall not be considered in construing this Lease. Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns, and those claiming through or under them respectively. If there be more than one tenant, the obligations imposed by this Lease upon Tenant shall be joint and several.

(H) AUTHORITY

Each person executing this Lease on behalf of a party does hereby covenant and warrant that (a) the party is qualified to do business in the Commonwealth of Massachusetts, (b) the party has full right and authority to enter into this Lease, and (c) each person signing on behalf of the party is authorized to do so.

**ARTICLE XI
SECURITY DEPOSIT**

11. NOT REQUIRED

**ARTICLE XII
AVAILABILITY OF FUNDS**

- 12.** The obligations of the Tenant hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this Lease shall be terminated immediately without liability of the Tenant for damages, lost profits, penalties, or other charges arising from early termination.

**ARTICLE XIII
NON-DISCRIMINATION**

- 13.** The parties involved in this contract shall not discriminate against any person because of race, age, handicap, sex, creed, color, religion, national origin, or sexual orientation, provided said orientation does not have as its object minor children.

**ARTICLE XIV
MODIFICATION**

- 14.** 14. In the event that any holder or prospective holder of any mortgage which includes the demised premises as part of the mortgaged premises, shall request any modification of

any of the provisions of this lease, other than a provision directly related to the rents payable hereunder, the duration of the term hereof, or the size, use or location of the demised premises, Tenant agrees that Tenant will enter into an amendment of this lease containing each such modification so requested.

EXECUTED as a sealed instrument in two or more counterparts as of the day and year first above written.

Landlord and Tenant have executed multiple counterparts of this document, under seal in accordance with the laws of the Commonwealth of Massachusetts, neither of whom incurs any personal liability as a result of such signature.

LANDLORD:

By: _____

Printed Name:

Title:

TENANT: Barnstable Fire District

By: _____

Printed Name:

Title:

By: _____

By: _____
Barnstable Fire District [Attorney]

EXHIBIT NO. 1

FLOOR PLAN – LANDLORD IMPROVEMENTS

EXHIBIT NO. 2

LANDLORD’S PRICE PROPOSAL AND NON-PRICE PROPOSAL SUBMISSIONS

ATTACHMENT B

PRICE SUMMARY

*** ENCLOSE IN A SEPARATE ENVELOPE MARKED "PRICE PROPOSAL" ***

RFP: Temporary Relocation of Water Department with Lease to Own Option

PRICE PROPOSAL

(Print Name of Proposer)

(Address of Proposed Site)

Size of Property: _____ Acres
 _____ Sq. Ft. (total)
 _____ Sq. Ft. (usable).

Price of Annual Rent for the Term (including any extension terms):

\$ _____

Write in Numbers

Dollars

Write in Words

Total Purchase Price of Property:

\$ _____

Write in Numbers

Dollars

Write in Words

Will the Proposer allow for rent payments to be put towards the purchase price of the building?
(Please only check one)

YES _____

NO _____

Most Recent Appraised Value (if available): \$ _____

ATTACHMENT C

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting bid or proposal

Name of business

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of person submitting bid or proposal

Name of business

DISCLOSURE OF BENEFICIAL INTEREST FORM

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Check "NONE" in the box if none of the persons mentioned in Section 6 is employed by DCAMM or an official elected to public office in the Commonwealth of Massachusetts. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM or an official elected to public office.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by all required parties. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

DCAMM's acceptance of a statement for filing does not signify any opinion by DCAMM that the statement complies with applicable law.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

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

CERTIFICATE OF AUTHORITY

I, _____, certify that I am _____
_____ of the Corporation named as Bidder, Proposer, or
Respondent in the within Bid or Proposal Form that _____ who
signed said Bid or Proposal Form on behalf of the Bidder, Proposer, or Respondent was then ____
_____ of said Corporation; that I know his
signature hereto and that said Bid or Proposal Form was duly signed, sealed, and executed for
and on behalf of said Corporation by authority of its Board of Directors.

(Corporate Seal)

(Signature)

(Title)

This Certificate must be completed where the Bidder, Proposer, or Respondent is a Corporation, and should be so completed by its Clerk. In the event that the Clerk is the person signing the Bid or Proposal on behalf of the Corporation, this Certificate must be completed by another Officer of the Corporation.