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This is a single document associated with a complete RFP (also referred to as Solicitation) that can be found on [COMMBUYS](http://www.COMMBUYS.com) (www.COMMBUYS.com). All Consultants are responsible for reviewing and adhering to all information, forms and requirements for the entire RFP, which are all incorporated into the RFP. Responses received after the deadline shall be disqualified. All Consultants should plan advance lead time for uploading proposals in a timely manner prior to the deadline. All Questions and Answers and Responses must be submitted electronically through COMMBUYS. Consultants must be registered in COMMBUYS to submit on this Solicitation. Consultants requiring assistance in the registration and use of COMMBUYS should contact the COMMBUYS Helpdesk at COMMBUYS@state.ma.us or the COMMBUYS Helpline at 1-888-MA-STATE. The Helpline is staffed from 8:00 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal, state and Suffolk County holidays.

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(Appendices are documents provided as reference to the RFP.)

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(Exhibits are forms or documents referenced in the RFP that are required to be completed, executed and submitted with the Proposal)

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The purpose of this Request for Proposals (RFP) is to solicit lease proposals from the telecommunications industry through an open, fair, and competitive process, consistent with the best interests of the Commonwealth of Massachusetts. Proposals are sought from entities (Wireless Telecommunications Service Providers) that provide wireless telecommunications services and are licensed by the Federal Communications Commission (FCC). The Division of Capital Asset Management and Maintenance (DCAMM), on behalf of the Department of Public Health (DPH), is seeking proposals that will provide the Commonwealth with favorable financial benefits and overall benefits consistent with this RFP. The telecommunications leasing program is intended to enhance wireless communication service on the Western Massachusetts Hospital (WMH) property and throughout the Commonwealth of Massachusetts to improve the provision of emergency and other communications systems for state and local safety personnel, and to generate revenue for the Commonwealth.

Multiple leases may be approved under this RFP by DCAMM, in consultation with the WMH and DPH in their sole discretion. The available site for this lease is on and adjacent to the main building and other structures on the property. The locations on the WMH Campus, 91 East Mountain Road, Westfield MA, available for lease are referred to collectively in this RFP, as the context so requires (the Property). The lease will permit the installation, operation, and maintenance of antennas and other similar telecommunications equipment, including without limitation distributed antenna system(s) and small cell sites, together with related equipment (Wireless Telecommunications Facility or Facilities) on the Property. There are structures excluded from this offer as specified in section 1.7. No new free-standing poles will be allowed under this Lease.



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The initial lease term will be five years with options to extend for five additional five-year periods. Together, the Lease has a maximum term of thirty years (including the initial term and all possible renewal options).

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DCAMM believes that long-term, non-exclusive leases to telecommunications companies at state-owned sites could offer the following public benefits:

- Provide significant rental income to the Commonwealth to be added to the General Fund and, through the creation of an AMB Trust Fund, to have a direct impact on the care and safety of the patients at WMH including deferred maintenance of capital projects, and to compensate DCAMM for developing, implementing and monitoring this AMB telecommunications leasing project,
- Enhance the provision and reliability of mobile and modular telecommunications services throughout the Commonwealth of Massachusetts to private citizens, commercial users, and public law enforcement and safety officials.
- Improve the provision of emergency communications for state and local safety personnel.
- Maximize the use of the underutilized areas on, within or around the state-owned sites without interfering with the future sale, lease, transfer or disposition of these buildings.

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The applicable procurement laws for this RFP are M.G.L. c. 7B et seq. for Asset Management Board (AMB) authority. Also, M.G.L. c. 7C §36 is the applicable law for advertising requirements.

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The process involves the submission of a leasing proposal (Proposal) responsive to this RFP ; review of timely, properly submitted and complete proposals by DCAMM, WMH and DPH; interviews with one or more proposers at DCAMM's, WMH's and DPH's discretion; provisional selection of a Proposal(s) at DCAMM's discretion, in consultation with WMH and DPH; fulfillment of the terms and conditions of the provisional selection by the proposer(s); and lease execution.

Access to the specified Property under the Lease, defined below, will be determined by DCAMM in consultation with WMH .

Please refer to Section 4 for the complete Proposal Response Submission Requirements and Section 5 for the Evaluation Process and Criteria.

Before submitting a Proposal, Proposers should review the Lease Agreement Wireless Telecommunications Facilities (Lease) attached to this RFP as Appendix A.

BCH9. The Lease is provided by reference and may not be altered..

DCAMM, WMH and/or DPH reserve the right to reject, in whole or in part, any requested changes to the Lease.

Please refer to Section 1.15 below for an overview of the Legal Requirements for the transaction.

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DCAMM is the state agency responsible for capital planning, public building construction, facilities management , and real estate services for the Commonwealth of Massachusetts (see www.mass.gov/dcam).

Summary of Key Agency Activities

Direct management and maintenance of facilities is an expanding component of DCAMM's mission. DCAMM currently manages and maintains more than 5.5 million square feet of active buildings, along with over 2,500 acres of surplus property. At any given time, DCAMM's construction office is managing nearly 200 major projects in various stages of study, design, and construction amounting to more than \$500 million in annual capital spending. In addition, DCAMM manages acquisition and disposition of state real property as well as more than 560 active leases of private space for occupancy by state agencies totaling more than 7 million square feet. Client agencies include the judiciary, constitutional offices, higher education (UMass, state universities, community colleges), public safety agencies, health and human service agencies, environmental agencies, among many others.

Offices within DCAMM are as follows:

CZVW'cZH Y'7 ca a [gg]cbYf' E' Responsible for overall leadership and policy-setting of DCAMM with a team that includes the Commissioner and her Executive Assistant, Chief of Staff, Director of Facilities Management Planning, Director of Human Resources, and Director of Business of Legislative Affairs. The Commissioner's Office is also responsible for legislative relations and special projects including Integrated Facilities Management. There are five Deputy Commissioners (Facilities Management and Maintenance, Design and Construction, Real Estate Management, Planning, and Finance and Administration) and the General Counsel that also report directly to the Commissioner.

CZVW'cZ: UW[j]Yg'A UbU[Ya YbhUbX'A UjbhYbUbWV'fC: AAŁ– Provides direct facilities management and maintenance services to a number of client agencies. This office also provides guidance and support to DCAMM, state agencies, and the Administration on

the preservation of capital assets through the development of comprehensive and cost-effective facility management and maintenance strategies. OFMM manages energy conservation projects that lower operating costs and works to incorporate energy efficiency and maintainability into new capital construction projects. In addition, OFMM manages the leasing of privately-owned space for occupancy by state agencies as well as the care, custody, security, up-keep, and general maintenance of surplus state property and associated buildings.

CZJW' cZ D'Ubb]b['fCDL – Responsible for master planning and project initiation and development to final design and construction. OPDC project staff work closely with client agencies throughout the planning, design process. OP oversees the work of architectural and engineering firms who prepare building studies.

CZJW' cZ 8 Yg]] b' UbX' 7 cbgfi W]cb' fC87L' E' Responsible for building project management including final design and construction documents, as well as supervision of general contractors and construction managers (and their subcontractors) who perform work on new construction, repair/renovation and facility expansion projects.

CZJW' cZ FYU' 9ghU' A UbU] Ya Ybh fCF9AL – Manages acquisition, disposition and redevelopment of real property for the Commonwealth of Massachusetts. OREM handles hundreds of different projects located in communities throughout the state. The goals that drive dispositions and redevelopment projects are (1) to get idle property back into productive economic use (creating jobs and returning property to the tax rolls), (2) to serve as an engine of economic development, whether by providing a commercial site or otherwise facilitating economic activity, or in providing critically needed housing stock, including affordable housing, and (3) to maximize revenue while balancing the needs of the host community and other stakeholders.

CZJW' cZ :]bUbW' UbX' 5Xa]b]ghf U]cb' fC: 5L – Responsible for the fiscal and administrative operations of DCAMM. OFA manages spending on all projects at the agency and maintains DCAMM's daily operational expenses. Additional responsibilities include the development of five-year capital spending plans, M/WBE and Workforce compliance, and financial administration of design and construction contracts for state design and construction work.

CZJW' cZ H Y' ; YbYfU' 7 ci bgY' fC; 7L – Provides legal services and support for all DCAMM offices and activities, including procurements, contractor certification, facilities management, real estate transactions, leases and licenses, construction and design contracts and disputes, direct payment claims and change order appeals, environmental matters, energy projects and power purchase agreements, legislation, and litigation.

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The Asset Management Board (AMB) of the Commonwealth of Massachusetts by Board Action dated September 30, 2002 (amended March 20, 2018), approved a Final Project Proposal (FPP) dated September 13, 2002 of the DPH on behalf of WMH for telecommunications leasing to business entities on or at the hospital building and potentially other structures on the property located at 91 East Mountain Road, Westfield, Massachusetts. WMH is one of three (3) hospitals approved in the FPP.

The AMB Action authorizes the DCAMM, on behalf of DPH/WMH, to enter into long-term nonexclusive leases at the Property for electronic communications and telecommunications purposes, in this case, specifically through the use of cellular signal equipment and antenna systems facilitated through the installation of Full Spectrum, Distributed Antenna System Nodes or Small Cell Sites.

810 CMR 2.00 s2.01 allows for Low Impact Electronic, Communications and Telecommunications Project, that meet the following criteria:

- a. Must be primarily for the location of electronic, communications or telecommunications equipment;
- b. Must be in/on buildings or structures that already exist; and
- c. The square footage of any improvements including appurtenant cabinets or other similar improvements (but exclusive of wires or cables on poled or in underground conduits) does not exceed 500 square feet.

WMH has concluded that portions of the Property, more specifically areas on the main building and selected buildings, are currently underutilized and can be used by the telecommunications industry without interfering with the current use and operation of the property by WMH (Property under the Lease or Lease Site). Equipment shelters adjacent to buildings or new structures above or below ground will be considered. Limited equipment within buildings may be considered.

The telecommunications leasing program is intended to enhance wireless communication service throughout the Commonwealth of Massachusetts to improve the provision of emergency and other communications systems for state and local safety personnel, and to generate revenue for the Commonwealth. A copy of the AMB Action is attached to this RFP as Appendix B. The FPP is on file with:

Rayna Z. Rubin, Project Manager
Office of Real Estate Management
One Ashburton Place, 15th Floor
Boston, Massachusetts 02108-1511
(857) 204-1350
rayna.rubin@mass.gov

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The Commonwealth makes no representations or warranties, express or implied, whatsoever regarding the physical or environmental condition of the Property or Lease Site including, without limitation, the presence or potential presence of environmental hazards, pollutants, or contaminants within any structures or in the underlying land.

Proposers must undertake their own review and analysis of physical conditions, structural integrity of existing buildings or structures, environmental conditions, access, title, utilities, applicable federal, state, and local laws and regulations, required permits and approvals, use potentials, and other legal considerations.

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Proposers must also conduct their own feasibility tests to determine whether they can utilize the Lease Site for their particular use and their proposed Wireless Telecommunications Facilities. No representations or warranties express or implied, are made concerning the suitability of the Lease Site for the purposes contemplated by the proposer.

Prior to the installation of any equipment on the Lease Site, the successful proposer will be required to complete, at its sole expense, an engineering assessment to ensure that the proposed site area can support the provider's equipment and will not cause any damage to areas within the Lease Site. If the telecommunications use interferes with any future redevelopment, disposition or change in use of the site, the telecommunications equipment will have to be relocated or removed and the tenant will have the option of terminating the lease or relocating to another site on the property, the cost of which will be negotiated and covered by a rent abatement for a specified period.

The potential lease area available will be identified by the WMH staff and is generically referred to in this RFP as a lease site or Property under the Lease. The exact dimension of the Property to be included as the Lease Site in the executed lease will be awarded to the proposer depending upon their proposed uses, equipment, space requirements and proposed rent. The successful Proposer will receive an initial five-year lease, with five, five-year options, to install and deploy a distributed antennae system within the Lease Site.

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Water Tower: The Property contains a water tower. This structure is not available under this solicitation for use due to structural and environmental concerns.

State Police Radio Tower: This tower is exclusively for State Police Use and is not available under this solicitation.

East Mountain View Apartments: This facility is under a long-term management agreement and not available under this solicitation.

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The relevant Western Massachusetts Hospital Property information for this offering is as follows:

5XXfYgg: Western Massachusetts Hospital
91 East Mountain Road
Westfield, MA 01085

Ck bYf#@bXcfX: Commonwealth of Massachusetts, under the care and control of the Department of Public Health

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7ccfXjbUhg. USGS Latitude Coordinate: 42.110420
USGS Longitude Coordinate: - 72.700985

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RR : Rural Residential. Art. V Section 5-50 of the zoning code address rules for Wireless Communications Facilities. (Proposer is responsible for verification and for obtaining necessary approvals.)

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Map: 36R, Lot:10

A copy of the deed into the Commonwealth and corresponding plan can be found at the Hampden Registry of Deeds in Book – 842, Page – 306

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Massachusetts Department of Public Safety (DPS)
City of Westfield (as required)

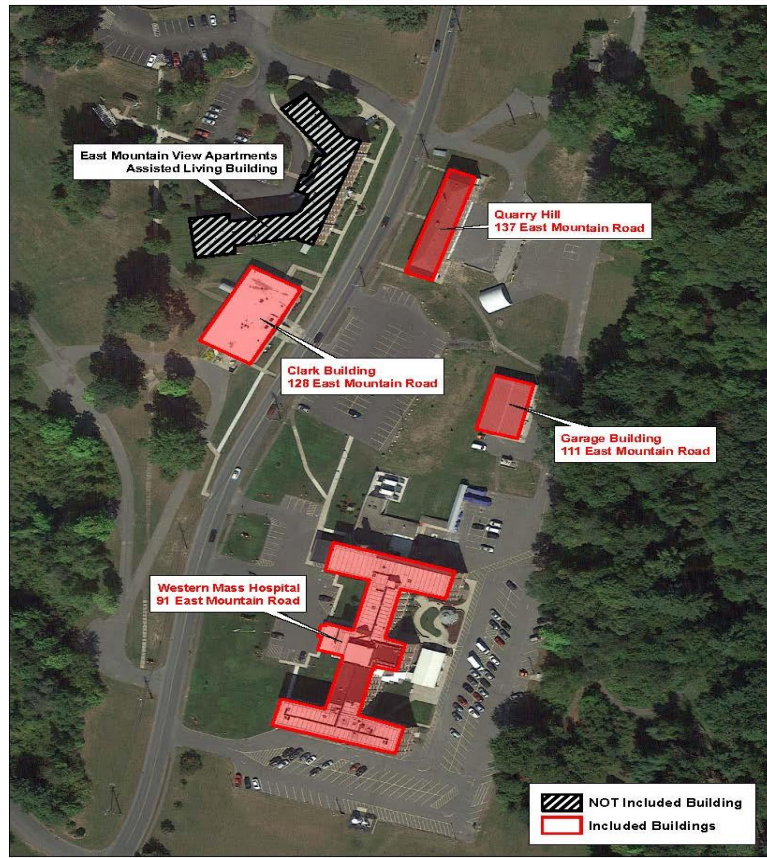
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The available Property under this Lease consists of areas on or adjacent to existing buildings, structures or poles on the Property except those identified as excluded. The area available under the Lease is provided below.

NOTE: This area must be delineated in detail by the Proposer in the Proposed Property Development Plan provided as Exhibit C to this RFP.

The Property is being offered and will be leased in "**AS IS**"-"**WHERE IS**" condition without any representations or warranties of any kind whatsoever by DCAMM, DPH, WMH, or the Commonwealth of Massachusetts.

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Proposers should be aware that a feasibility study has been completed for a HVAC modernization project of the main hospital building and is preparing for construction in the near future. These renovations may include replacement of the roof as well as major interior work. Proposers are encouraged to locate equipment in a manner that minimizes any use of the roof. Locations on the side of hospital building as well immediately adjacent will be less disruptive. Use of areas inside the main building may be allowed in limited areas. All work associated with the main building will require review and coordination with DCAMM contractors and consultants as well as WMH/DPH and DCAMM. Relocation of equipment to the hospital roof in the future at the sole expense of the Tenant may be considered.

1.7.3 I H]HYg'

The Commonwealth makes no representations or warranties whatsoever regarding the condition or availability of any utility services or connections at or to the Lease Site. The successful Proposer who becomes a tenant (Tenant) under the Lease, at its sole cost and expense, will be responsible for ensuring the adequacy of all utilities, must arrange and pay for the installation of all necessary utility infrastructure, and must contract directly with utility service providers for utility services to the Lease Site. The Landlord

has the right to approve the placement of any utility conduits. All utilities must be separately metered and all costs for on-going utilities to the Lease Site are the Tenant's responsibility. In the event that a utility conduit must be installed, the Tenant, at its sole cost, will be responsible for including an additional sleeve to be used at WMH's sole discretion at a future date, and to re-landscape the Lease Site and any other areas on the WMH campus affected by the installation of the conduit, to its condition prior to the installation.

1.7.4 **HjñYž9 UgYa Ybñg'UbX'9bW a VfUbWg'**

The Lease Site will be leased subject to all restrictions, easements, and encumbrances of record.

Proposers must independently analyze and verify all title matters.

1.7.5 **D\ ngjWU'UbX'9bj jfcba YbñU'7 cbX]ñcbg'**

The Lease Site is being offered for lease and will be leased in **"AS IS" - "WHERE IS"** condition, notwithstanding any change in its condition or the condition of the Property (including land, buildings, structures, and improvements thereon) prior to the Lease Commencement Date (as defined in the Lease). DCAMM, WMH, DPH, and the Commonwealth will not be required to make any repairs or improvements to any portion of the Lease Site before or during the term of the Lease.

Proposers may be given access to the Lease Site prior to the Submission Deadline Date to conduct a visual inspection by contacting the Contact Person identified in Section 2 of this RFP to arrange for a site visit subject to all security restrictions and protocol imposed by DCAMM, DPH, and/or WMH, to conduct a visual inspection by contacting the Contact Person identified in Section 2 of this RFP to arrange for a site visit. No invasive testing will be permitted. Any prospective proposer also wishing to conduct network capacity evaluation tests prior to submitting a proposal must submit a written request to the Contact Person, which must include a scope of work. This request also must include a signed Assumption of Risk and Indemnification Agreement, a copy of which is attached to this RFP as Appendix C, together with required certificates of insurance set forth in Section 1.16 below. All such testing must be completed before the Submission Deadline Date.

1.7.6 **@UgY'FYbñ**

In the event multiple proposals are received from wireless service providers in response to this RFP for telecommunication leasing opportunities during the submission period, all acceptable Proposals will be required to match the highest proposed rent regardless of the date the proposal is received. However, existing Lessees will not be required to increase their previously agreed upon rental schedule until their next scheduled option is exercised. Further, in the event multiple Proposals are received in response to this RFP for telecommunications leasing opportunities during the submission period, the wireless provider proposing the highest rent will be given preference on the placement of their equipment on the structure notwithstanding equipment that has already been installed

under a previously agreed upon lease. Proposers must complete and submit a rent proposal provided as Exhibit D.

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DCAMM and DPH/WMH are the sole state agencies to contract under this RFP.

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DCAMM seeks multiple Proposals and may award more or fewer Leases to Proposers if it determines it is in the best interests of the Commonwealth to do so.

BCH9. This is an open enrollment procurement and additional Proposals will be solicited and may be selected as identified in Section 2 Estimated Procurement Calendar.

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If, over the life of a Lease, DCAMM, in consultation with WMH and/or DPH, determines that additional proposing service providers should be added, these shall first be drawn from qualified Proposers who responded to this solicitation but were not awarded a Lease. Alternatively, if necessary to meet the requirements of the Commonwealth, the solicitation may be reopened to obtain additional proposals.

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The initial term of the Lease is five years from the Lease Commencement Date. In addition, under this Lease the Tenant may, in its discretion, exercise up to five, additional and successive options to renew of five years each subject to the requirements set forth in the Lease. Together, the Lease has a maximum term of thirty years (including the initial term and all possible renewal options).

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The successful Proposer shall comply fully with all security procedures of the Commonwealth and Commonwealth Agencies with respect to any information obtained from the Commonwealth in the development of a Proposal, in assessing the site, and in performance of the Lease. The successful Proposer shall not divulge to third parties any confidential information obtained by the successful Proposer or its agents, distributors, resellers, subcontractors, officers or employees in connection with the

Lease, including, but not limited to, security procedures, business operations information, patient records or commercial proprietary information in the possession of the Commonwealth Agency.

The successful Proposer and its company's employees are prohibited from disclosing personal data or other confidential information to third parties. The successful Proposer and its employees shall not access or use confidential information, and the material derived from such data. Failure of the successful Proposer to comply with the requirements of this section shall be grounds for immediate termination of the Lease, as well as referral for criminal prosecution where appropriate.

The successful Proposer will inform all of its employees having any involvement with Commonwealth Entities of the confidentiality of the Commonwealth's information. The successful Proposer will advise all of its employees of the state and federal laws and regulations governing confidentiality with respect to confidential information and will require all of its employees to maintain such confidentiality.

The successful Proposer agrees that an employee's failure to comply with the laws and regulations governing confidentiality will result in disciplinary action that shall include suspension or termination of the employee, as well as referral for criminal prosecution where appropriate.

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Successful Proposer's Interface with the assigned Commonwealth Project Manager:

NOTE: Rayna Z. Rubin, Project Manager, is the assigned Commonwealth Contract Manager for this solicitation and resulting project.

- a. All Lease questions must be directed to the DCAMM Project Manager.
- b. Meetings scheduled for the purpose of identifying, clarifying or revisiting projects or complaints must be handled in a timely manner.
- c. Change notification. Changes to the successful Proposer's contact information, company name, legal address, payment address, tax identification number, authorized signatories, or EFT information must be promptly reported via email to the Commonwealth Project Manager. In some cases additional paperwork will be required to effect the change.
- d. Report requirements and due dates.
- e. Identification and approval of subcontractors and joint ventures.

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Proposers will be required to comply with applicable zoning and other local laws and regulations, as well as all applicable state and federal laws and regulations, and to obtain all necessary permits and approvals thereunder. The Commonwealth makes no representations or warranties whatsoever regarding the applicability of federal, state, and local laws and regulations to the proposed use of the Lease Site and the proposed Wireless Telecommunications Facilities to be installed thereon.

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Proposers must independently identify and confirm any MEPA requirements for the proposed use of the Lease Site and the proposed Wireless Telecommunications Facilities to be installed thereon.

Any tenant under a Lease will be required to sign the MEPA Agreement attached to the Lease provided in Appendix A.

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The documents listed in this Section will be required for the execution of the Lease by the successful Proposer, who will become the Tenant under the Lease. This list is not intended to be exhaustive, and DCAMM, WMH and DPH if applicable, reserve the right, in its sole discretion, to require additional or alternative documentation as may be appropriate to the selected Proposal and the Lease Site under the Lease:

- a. Lease Agreement Wireless Telecommunications Facilities in the form attached in Appendix A, including:
 - MEPA Agreement
 - Tenant's Beneficial Interest Disclosure Statement
 - Executive Order 504 Contractor Certification Form
- b. FCC License
- c. Insurance Certificates

The Lease will require the Tenant to pay annual rent in full in advance for each year of the Lease term. In addition, the Tenant will be required to pay a \$25,000.00 security deposit at Lease Commencement Date, which deposit may be applied by Landlord to any unpaid rent, loss, damage or destruction to the Lease Site or the Site, to the costs of removing Tenant's property upon termination or expiration of the Lease, or to such other costs and expenses as set forth in the Lease.

Given that the Property under the Lease is part of an active campus, the Lease also will give Landlord special termination rights and the right to relocate or remove Tenant's Facilities from the Property in certain situations. Please review the Lease in its entirety.

No material modification to the Lease attached to this RFP will be permitted unless such modification is essential to the installation of the selected Proposal and/or otherwise approved by the Commonwealth, in its sole discretion. By submitting a Proposal, a Proposer represents that it is willing and able to execute a Lease in the form attached hereto as Appendix A.

Certain provisions in the Lease relate to constitutional and statutory prohibitions and limitations that are unique to Massachusetts and cannot be modified without the prior written approval of the Office of the General Counsel of DCAMM, such as the following:

- a. The agencies of the Commonwealth are prohibited from indemnifying any third party as to any matter, from agreeing to "hold" any third party "blameless and harmless" as to any matter, and/or from agreeing to "defend" any third party as to any matter, unless the legislature has authorized a specific exception to the prohibition. If there is such an exception, the undertaking is limited to the specifics of the exception. Amendments Article 84 of the Constitution of the Commonwealth establishes this prohibition.
- b. M.G.L. c. 29, §30, prohibits agencies of the Commonwealth from insuring the property of the Commonwealth. Also, the Commonwealth is self-insured as to property matters. The Commonwealth does not provide third-party insurance coverage for other parties.
- c. M.G.L. c. 258 regulates tort claims (as opposed to contractual claims) against the Commonwealth. No leasing document may contain anything that is inconsistent with these statutory provisions. M.G.L. c. 258 provides for indemnification of public employees by public employers, and it allows public employers to maintain third-party insurance coverage for the indemnification of public employees, but these provisions have no impact on the prohibitions of items (a) and (b).
- d. The agencies of the Commonwealth may agree to a standard of ordinary "reasonableness" or "reasonable," but agencies of the Commonwealth must not agree to be governed by a standard such as "commercial reasonableness" or "commercially reasonable," or by any standard other than ordinary "reasonableness" or "reasonable."
- e. M.G.L. c. 29 §29C, regulates interest, "late charges," "penalties," and similar concepts that may be payable by the legislature or by an agency of the Commonwealth in connection with the acquisition of property or services from commercial vendors. However, no agency of the Commonwealth should agree to incur any such liability or obligation, or to make any such payment in connection with a lease of real estate.
- f. No lease may provide for any waiver or any right, remedy, or defense by an agency of the Commonwealth. In accordance with MGL c12 §3, the Office of the Attorney General of the Commonwealth represents the agencies of the Commonwealth in litigation and makes all strategic decisions, in consultation with the represented agency and its secretariat." Accordingly, no lease should contain any provision whereby an agency of the Commonwealth waives any right, remedy, or defense pertaining to litigation (e.g., the right to a civil trial-by-jury), or whereby an agency of the Commonwealth waives any other right.
- g. Under no circumstances may a lease by an agency of the Commonwealth modify the requirement that the agency's payment obligations are subject to appropriation and allotment. See M.G.L. c. 29, §27.
- h. Warranties and representations in standard leasing documents of the Commonwealth must not be modified. Because of the statutory existence and

regulation of the agencies of the Commonwealth that are authorized to lease real estate, and the certifications by the Commonwealth's signatories that appear in the signature blocks of many such documents, any request for the inclusion of reciprocal or similar warranties and representations by the Commonwealth must be declined.

Other lease terms and conditions may be included in the final lease document at DCAMM's, and DPH/WMH's if applicable, sole discretion. The Commonwealth reserves the right to negotiate any and all aspects of the proposed lease terms and conditions if in the opinion of DCAMM it is in the best interest of the Commonwealth to do so.

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Tenant must purchase and maintain such insurance as protects Tenant and Landlord from claims that may arise out of or result from Tenant's operations under this Lease, whether such operations be by Tenant or by any agent or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. Tenant must purchase and maintain during the Term in accordance with the requirements of the Lease.

Insurance similar to that required of Tenant must be provided by or on behalf of all agents of Tenant to cover their operations performed under this Lease. Tenant is held responsible for compliance with and enforcement of the insurance requirements and for any modifications of these insurance requirements as they apply to agents of Tenant.

Tenant must not permit any agent to commence work until such agent has furnished evidence that insurance has been procured and certificates of insurance have been obtained by Tenant.

Insurance certificates acceptable to Landlord evidencing the above coverages are to be furnished to Landlord before or concurrent with the execution of this Lease. Such certificates and all insurance policies required by these Insurance Requirements must contain provisions requiring at least 30 days prior written notice to Landlord of any cancellations of the policies or material changes in the requirements that result in noncompliance with such requirements (an agreement to "endeavor" to provide such notice is not acceptable). Certificates must indicate effective dates and dates of expiration of the policies and must refer to the appropriate coverages.. Certificates must include an endorsement waiving insurer's rights of subrogation against Landlord with respect to the required commercial general liability insurance, workers' comp, and property insurance.

All insurance policies provided pursuant to the foregoing provisions of these Insurance Requirements must be in the form and written by companies reasonably satisfactory to Landlord and Landlord must be named as an additional insured. All such policies must contain provisions or endorsements necessary to assure coverage of claims by one insured against another.

minor inconsistencies or informalities in proposals, to reject any and all Proposals or portions thereof, to select another Proposal(s), to discontinue its selection process, to solicit other Proposals, or to issue a new RFP, all for any reason whatsoever in DCAMM's sole discretion.

DCAMM will not consider any Proposals which are comprised, in whole or in part, directly or indirectly, without limitation, through ownership or control of individuals or entities which have directly or indirectly had any involvement in the preparation of this RFP (involvement means, without limitation, involvement relating to legal, planning, environmental, or other consulting).

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h'GYW]cb''	DCAMM will review proposals within 45 days of their receipt.
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* NOTE: This RFP has Open Enrollment submission requirements, and Proposers may submit responses to this RFP starting on June 26, 2019 at 9:00 AM local time through June 25, 2020 at 5:00 PM local time. (Open Enrollment procurement allows DCAMM to re-open the contract within the 1 year RFP Open Enrollment period to add new Proposers and allows adding Proposers during the enrollment period.) Also see section 4.2 below.

****DCAMM reserves the right to interview none, some or all Proposers in its discretion.**

This RFP may be withdrawn for any reason at any time without prior notice.

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The "RFP Q&A" provides the opportunity for Proposers to ask written questions and receive written answers regarding this RFP. *All Proposers' questions must be submitted through the RFP Q&A found on COMMBUYS (see below for instructions).* Questions must be asked prior to the Deadline for Submission of Questions stated in the Estimated Procurement Calendar. The issuing department reserves the right not to respond to questions submitted after this date. It is the Proposer's responsibility to verify receipt of questions.

Please note that any questions submitted to DCAMM using any other medium (including those that are sent by mail, fax, email or voicemail, etc.) will not be answered. To reduce the number of redundant or duplicate questions, Proposers are asked to review all questions previously submitted to determine whether the Proposer's question has already been posted.

Proposers are responsible for entering content suitable for public viewing, since all of the questions are accessible to the public. Proposers must not include any information that could be considered personal, security sensitive, inflammatory, incorrect, collusory, or otherwise objectionable, including information about the Proposer's company or other companies. DCAMM reserves the right to edit or delete any submitted questions that raise any of these issues or that are not in the best interest of the Commonwealth or this RFP.

All answers are final when posted. Any subsequent revisions to previously provided answers will be dated.

It is the responsibility of the prospective Proposers/successful Proposers to maintain an active registration in COMMBUYS and to keep current the email address of the Proposer's contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from DCAMM, including requests for clarification. DCAMM and the Commonwealth assume no responsibility if a prospective Proposer's/successful Proposer's designated email address is not current, or if technical problems, including those with the prospective Proposer's/successful Proposer's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective Proposer/ successful Proposer and the DCAMM to be lost or rejected by any means including email or spam filtering.

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Log into COMMBUYS, locate the RFP, acknowledge receipt of the RFP, and scroll down to the bottom of the RFP Header page. The "RFP Q&A" button allows Proposers access to the RFP Q&A page.

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DCAMM reserves the right to make amendments to the RFP after initial publication. It is each Proposer's responsibility to check COMMBUYS for any amendments, addenda or modifications to this RFP, and any RFP Q&A records related to this RFP. DCAMM and the Commonwealth accept no responsibility and will provide no accommodation to Proposers who submit a Proposal based on an out-of-date RFP or on information received from a source other than COMMBUYS.

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All Proposal responses must be submitted electronically through COMMBUYS. Proposers must be registered in COMMBUYS to submit on this RFP solicitation. Proposers requiring assistance in the registration and use of COMMBUYS should contact the COMMBUYS Helpdesk at COMMBUYS@state.ma.us or the COMMBUYS Helpline at 1-888-MA-STATE. The Helpline is staffed from 8:00 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal, state and Suffolk county holidays.

Proposals may be submitted at any time during the Open Enrollment period As defined above.

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DCAMM will conduct debriefings for unsuccessful Proposers if requested within 14 calendar days of contract awards being posted on COMMBUYS. DCAMM will provide debriefing guidelines in advance of each debriefing.

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The purpose of this RFP is to solicit Proposals to lease portions of the Property to Wireless Telecommunications Service Providers for the installation and operation of Wireless Telecommunications Facilities under nonexclusive leases for an initial five-year term with five successive renewal options of five-year periods each. The Lease will permit the following uses:

- Installation, operation, and maintenance of a wireless telecommunications facilities specifically including Full Spectrum, Distributed Antenna System Nodes or Small Cell Sites, together with associated equipment, cables, and all other appurtenances necessary for the operation thereof, and associated transmission lines and mounting apparatus on the Lease Site;

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- Installation, operation, and maintenance of an equipment shelter or cabinet for the housing of associated telecommunications equipment within the Lease Site; and
- Nonexclusive pedestrian and vehicular access to the Lease Site and access for utilities.

The Tenant, at its sole cost and expense, will be responsible for installing, operating, and maintaining its Facilities, including any equipment shelter or cabinet on the Lease Site.

The Tenant, at its sole cost and expense, will be required to comply with all applicable federal, state, and local laws and regulations, and will be required to obtain all required permits and approvals for its proposed use of the Lease Site and the proposed Wireless Telecommunications Facilities thereon.

The Tenant will be required to make space available within its designated Lease Site under the Lease for the installation of telecommunications equipment, at no cost, to any governmental entity when DCAMM determines it is in the public interest to do so.

The square footage of any improvements including appurtenant cabinets or other similar improvements (but exclusive of wires or cables on poled or in underground conduits) shall not exceed 500 square feet.

In addition to Rent, the Tenant may be required to include up to \$15,000.00 in its development budget for the purchase and/or installation of such equipment on behalf of such governmental entity.

Proposers must be capable of successfully performing the obligations of Tenant under the Lease.

8. Location of Wireless Telecommunications Facilities

The location, installation, use, operation, and maintenance of any Wireless Telecommunications Facilities on the Property shall be subject to WMH's following additional comments and conditions:

1. Where the Lease Site involves shared use with WMH, DPH/WMH may, at Tenant's sole cost and expense, hire an independent contractor to advise WMH of the condition of the Lease Site both before and after Tenant's access, and to advise WMH as to whether Tenant caused any personal injury, property damage, or loss after such entry. Tenant shall be responsible to indemnify and hold harmless WMH, DPH and the Commonwealth for any and all such injury and loss.
2. Tenant must coordinate with WMH and/or DPH staff regarding the proposed location of any equipment and/or any proposed shared use of existing telephone or data closets. Tenant shall also be required to coordinate any necessary field visits by representatives of the various roofing system manufacturer's on any building rooftop(s) identified for the installation of telecommunications equipment. Tenant will be further required to

obtain written confirmation from said manufacturer's that any proposed installation does not void the warranty on the existing roofing systems.

3. The successful Proposer may be required to coordinate with the DCAMM and WMH consultants and contractors in association with renovations at the main building as well as staging and other work that may occur on campus.
4. WMH campus is listed with the Massachusetts Historic Commission Inventory of Assets. Proposers will be required to obtain any permits or approvals required for the project. However, there is concern for the visual impact or any work and alterations to building exteriors. WMH will consider potential visual impacts as part of proposal reviews.
5. WMH reserves the right to review and agree to designs prior to implementation of any collocating facilities on the Lease Site
6. Tenant shall have access to the Lease Site at such times and in such manner as deemed appropriate by WMH and/or DPH, and the Tenant shall comply with any and all of WMH's security measures, access, and notification requirements.
7. Tenant shall be required to ensure that the building or structure on which they propose to install their equipment is structurally sound for the purposes of the Tenant's intended use. Under no circumstances will any agency of the Commonwealth be responsible for any repairs or maintenance of any building or structure on the Lease Site or the Property.
8. Upon termination of the Lease, either at the end of the term or if the Lease is terminated early, Tenant must restore the Lease Site to the same or better condition as it was before the Lease term. WMH shall make a determination as to whether the Lease Site has been returned in satisfactory condition and, in concert with DCAMM, shall assess charges for any work that must be done in order to restore the Lease Site to satisfactory condition.
9. Tenant shall exercise responsible care in the use and occupancy of the Lease Site, and shall keep and maintain same in good condition, normal wear and tear excepted, said care and condition to be determined to the satisfaction of WMH.
10. Items remaining on the Lease Site within 30 days after expiration of the Lease may become Landlord's property and Landlord may dispose of said property at Tenant's cost or Tenant may be assessed additional rent, all as provided in the Lease.

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- a. Proposers are cautioned to read carefully and conform to the requirements of this RFP. Failure to comply fully with the provisions of this RFP may serve as grounds for rejection.

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- b. All Proposals shall be submitted on COMMBUYS as noted above.
- c. Proposals shall be collated in the order outlined in this Section 4, Response Submission Requirements. Each component identified in Section 4.2 below shall begin on a new page. Responses shall include a Table of Contents specifying the number and subject of the information as it is titled in Section 4.2. Failure to comply with these requirements may disqualify the Proposer's Response.

Ownership of all data, materials, and documentation originated and prepared for DCAMM and submitted in response to the RFP shall belong exclusively to DCAMM and may be subject to public inspection consistent with the terms of this RFP and with the Massachusetts Public Records Law.

DCAMM may award Leases based upon responses received without additional submissions from Proposers. Accordingly, each response shall be submitted on the most favorable terms to the Commonwealth without relying on clarifications, additional information, or interviews. However, DCAMM reserves the right to request clarifications, additional data, or other presentations from selected Proposers in support of written responses.

Successful Proposers understand and agree that they cannot assign or sublet the whole or any part of the Lease without the prior written approval of DCAMM.

Successful Proposers understand and agree that after the original Lease has been signed any change of scope in the work to be performed shall only be accepted by the Commonwealth if documented as a written amendment, and signed by all parties.

Each Proposal in response to this RFP must include all of the information and materials that this RFP requires. Any Proposal not meeting the submission requirements may be rejected by DCAMM in consultation with the WMH in their sole discretion.

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This RFP has Open Enrollment submission requirements, and Proposers may submit responses to this RFP from the RFP Submission Starting Date identified in Section 2 of the RFP. DCAMM will review proposals within 45 days of their receipt.

1. Proposals must be in compliance with all requirements of Section 4.3, Required Components for the Proposal submission.
2. The names and addresses of Proposers will be made public.
3. DCAMM will not accept any information or materials submitted after the Submission Deadline Date unless such information or materials are provided in response to DCAMM's written request for such information or materials.

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4. Proposals shall be unconditional. After the opening of Proposals, a Proposer may not correct or modify its Proposal in any manner unless in response to a written request by DCAMM in its sole discretion.

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The following components specific to this RFP must be included with your Proposal as further described below.

- A. Proposal Response Cover Sheet (provided as Exhibit A to the RFP)
- B. Proposer Submission Checklist (provided as Exhibit B to the RFP)
- C. Proposal Narrative
- D. FCC License
- E. Proposal Submission Fee of \$500 (submit copy with proposal)
- F. Project Financing
- G. Implementation Plan and Project Schedule
- H. Proposer Qualifications
- I. References
- J. Proposed Property Development Plan (provided as Exhibit C to the RFP)
- K. Proposed Tenant Rent and Co-Locator/Co-User Rent Schedule (provided as Exhibit D to the RFP)
- L. Disclosure of Beneficial Interest Form (provided as Exhibit E to the RFP)

Failure to include all of the required forms and all of the requested information on those forms and submissions may result in rejection of your firm's submission.

All Proposals must include the following materials and information and must satisfy the following requirements:

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The Proposal must include a completed and signed Proposal Response Cover Sheet (attached to this RFP as Exhibit A).

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The Proposal must include a completed Proposer Submission Checklist (attached to this RFP as Exhibit B).

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The Proposal shall include a detailed description of the concept for Wireless Telecommunications Facilities on the Property. The description shall include:

- The specific locations of the proposed Facilities on the Property and the approximate square footage of the area required for their installation;
- A description of the proposed access route to the Property;

- A description of the proposed utility requirements for the proposed Facilities;
- A description of the physical plan (and any proposed stealth antenna installation) and a discussion of how the various physical elements of the Facilities relate to one another;
- A description of the relationship (benefits and detriments) of the proposed Facilities to the surrounding area , and any measures that will be taken to mitigate any negative impacts upon nearby properties; and
- A summary and analysis of the ways in which the proposal satisfies each of the requirements and preferences in this RFP, including, without limitation, a specific discussion of how the proposal satisfies all of WMH's conditions.

The Proposal must include a copy of the proposer's current FCC license.

A non-refundable Proposal Submission Fee of \$500.00 made payable to the Commonwealth of Massachusetts, in the form of a corporate, bank, or certified check, is required for each Proposal submission. The check should include a note: "WMH Telecom Lease Proposal Fee".

Rayna Z. Rubin, Project Manager
Office of Real Estate Management
One Ashburton Place, 15th Floor
Boston, Massachusetts 02108-1511

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The Proposer must provide a statement of the proposed method of financing the project. Financing information must be sufficient to demonstrate the Proposer's ability to finance the project and must include the following:

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Proposals must include:

- A list of all required local, state, and federal land use, environmental, operational, and any other regulatory or licensing permits and approvals;
- A project schedule for securing necessary permits and approvals and for performing all design and installation work necessary to make the Property fully operational for the permitted use under the Lease; and
- A proposed maintenance schedule and program of capital repairs, replacements, and improvements during the entire term of the Lease that can be tracked and documented for the purpose of keeping the Property and Facilities in good working condition, as well as a proposed schedule for access to the grounds, buildings, and Facilities.

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The Proposal must include the following information concerning the proposing Wireless Telecommunications Service Provider (Proposer) and the individuals to be involved in the project and their experience:

- The name, address, and telephone number of the Proposer, the name of any representative authorized to act on the Proposer's behalf, and the name of the contact to whom all correspondence should be addressed;
- The names and primary responsibilities of each principal of the Service Provider and of each person who will have management responsibility for the Property;
- If the Proposer is not an individual doing business under the Proposer's name, the Proposal must describe the status of the entity (whether a non-profit or charitable institution, a general, limited, or limited liability partnership, a for-profit corporation, limited liability company, unincorporated association, or joint venture) and indicate the jurisdiction in which it is registered to do business;
- The exact name and legal status of the entity to be named as Tenant in the Lease if different from the Proposer;
- A summary of the Proposer's experience, collectively and individually, with similar projects, containing an explanation of the proposer's ability to pursue permits, financing, engineering, design, and installation of the Wireless Telecommunications Facilities on the Property;
- Identification of all principals, partners, co-venturers, subtenants, or co-locators participating in the Proposer's project, and the nature and share of each participant's ownership in and compensation from the project;

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- Confirmation that no local, state, or federal taxes are due and outstanding for the Proposer and for the proposed Tenant under the Lease if different from the Proposer;
- Identification of any Supplier Diversity Office (SDO) certified MBEs, WBEs and VBEs that will have equity shares in the project, and any SDO certified MBEs, WBEs and VBEs the Proposer intends to contract with to provide services or materials to the project; and
- A Disclosure of Beneficial Interest Statement, including complete information regarding any legal or administrative actions past, pending, or threatened that could relate to the conduct of the Proposer's (or its principal's or its affiliate's) business, its compliance with laws and other governmental requirements, or its ability to execute the required legal documents.

FYZfYbWg'

- Proposers must provide a list (and brief descriptions) of similar projects that have been successfully undertaken by the proposer within the past five (5) years, and provide the name and telephone number of a reference for each.
- Proposers must provide banking references.
- The Commonwealth reserves the right to contact any references submitted and to request additional references. Please include the name and telephone number of the contact person for each reference.

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Proposers must provide a project development plan including identification of required permits and development schedule. The plan should include equipment specifications, utility requirements, construction/installation requirements and timing.

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Proposers must provide their proposed rent payments in Exhibit D of this RFP.

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Proposers must provide Beneficial Interest information in Exhibit E of this RFP.

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DCAMM, in consultation with DPH/WMH, will evaluate Proposals and select Proposers that provide the best value to the Commonwealth based upon fulfillment of the specified

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RFP requirements and criteria. DCAMM, in consultation with DPH/WMH, will review all responsive submissions that are submitted timely and may interview finalists.

During the selection process, DCAMM reserves the right to take any or all of the following actions if it deems them to be in the interests of the Commonwealth of Massachusetts: a) reject any and all Proposals; b) waive any minor informalities in proposals received or request Proposers to correct them; and c) request additional information from Proposers and seek clarification from a Proposer provided DCAMM determines it is not prejudicial to the interests of the other Proposers to do so.

DCAMM may award Lease(s) based upon responses received without additional submissions from applicants or interviews. Accordingly, each Proposal shall be submitted on the most favorable terms to the Commonwealth without relying on clarifications, additional information, or interviews. However, the Commonwealth reserves the right to request additional data, clarification, or other presentation from a selected applicant in support of written Proposals.

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DCAMM, in consultation with DPH/WMH, will evaluate Proposals to this RFP and select successful Proposer(s) based upon fulfillment of the qualifications listed in this RFP, completion of all required Exhibits and Forms listed in this RFP, and a determination that the successful Proposer(s) selected will provide best value to the Commonwealth.

Timely, properly submitted and complete proposals will be evaluated based upon the information provided in the Proposal, any interviews, references, additional information requested by DCAMM, DPH or WMH, information from publicly available and verifiable sources, and any other information in the possession of DCAMM.

The successful Proposal(s) will be the one(s) that DCAMM, in consultation with the WMH, determines best meets the evaluation criteria of this RFP as a whole and is in the best interest of the Commonwealth.

The Commonwealth is not obligated to select the proposal that offers the highest rent if another proposal(s) better satisfies the evaluation criteria as a whole. The highest rent offer will be based on the Proposed Rent offer for the 1st Lease Term as provided on Exhibit D "Proposed Rent Schedule".

DCAMM, in consultation with WMH and DPH, may choose to conduct interviews with one or more Proposers.

DCAMM, in consultation with WMH and DPH, will evaluate Proposals considering all of the following criteria:

- The location, method, and design of the proposed installation of Wireless Telecommunications Facilities on the Property;

- The feasibility and appropriateness of the proposed installations, as well as their compatibility with existing uses on the Property;
- The qualifications and financial capacity of the Proposer to perform as proposed and to meet the obligations as a Tenant under the Lease. The Proposer's financial strength will be evaluated by, without limitation, the quality of banking references, documented availability of credit, and ability to meet operating and capital expenditures;
- The successfully installed and managed Wireless Telecommunications Facilities of the Proposer on other sites in Massachusetts;
- The Proposal's compliance with the conditions and requirements of the RFP, including, without limitation, the site-specific comments and conditions of WMH;
- The achievability of the proposed Tenant Rent Schedule according to market standards, including whether the schedule provides the best rental value based on net present value of the entire Proposal; and
- The Proposal's provision of a substantial financial benefit to the Commonwealth.

Upon completion of the evaluation process, DCAMM, in consultation with WMH and DPH, may provisionally select one or more Proposals for this Lease opportunity. The selected Proposer(s) will be given a period of 30 days to conduct a due diligence evaluation of the Property. If a selected Proposer(s) elects to proceed to the leasing phase, the Lease and related legal documents must be executed within 45 days of selection. If the required documents are not executed by the selected Proposer(s) in that timeframe, DCAMM may choose to withdraw the provisional selection in writing at any time. Please see Section VI for an overview of the legal requirements for this transaction.

* * ; @CGG5FM*

In addition to the definitions found in 801 CMR 21.00, which apply to all procurements for goods and services, the definitions below apply to this Solicitation.

5[YbWñi - For the purposes of this Solicitation, the terms “Agency,” “Department,” “Commonwealth Agency,” and “Contracting Department” are synonymous.

5A6 – Commonwealth of Massachusetts Asset Management Board.

7ca a cbk YUH * **7cbhfUWñi A UbU Yf** * **È** The individual responsible to monitor and manage the DCAMM contract with successful Proposers.

875AA – The Division of Capital Asset Management and Maintenance.

8D< – The Department of Public Health.

9j Ui Ujcb – The process, conducted of reviewing, scoring and ranking the submitted Proposal responses related to this Solicitation.

9-J Yf]Zn– Is a free internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify determines employment eligibility of new hires and the validity of their Social Security Numbers (see <http://www.uscis.gov/e-verify>).

: 77 Ë Federal Communications Commission.

: M– See Fiscal Year.

:]gWU` MYU` - The year beginning with July first and ending with the following June thirtieth as defined in M.G.L. c. 4, §7. This may also be referred to as the "State Fiscal Year."

@UgY`cf`7 cbhfUWh - A legally enforceable agreement between a Service Provider or Tenant and a Department. ANF, DCAMM and CTR shall jointly issue Commonwealth Terms and Conditions, a Standard Contract Form or Lease and other forms or documentation that Departments shall use to document the Procurement of Commodities or Services, or both.

DfcdcgU`FYgdcbgY`DfcdcgU`gi Va]gg]cb - Generally refers to the offer submitted in response to a Solicitation or Request for Response (RFP).

DfcdcgYf` – An individual, team or organization proposing to enter into a Contract or Lease to provide a Commodity or Service, or both, to or for a Department or the State. They may also be referred.

FYei Ygh Zcf` DfcdcgU`ff: DL – The mechanism used to communicate Procurement specifications and to request Proposals from potential Bidders. An RFP may also be referred to as a "Solicitation."

FYgdcbgY`– The Proposer's complete submission in response to a Solicitation, in other words, a "Proposal."

HYbUbh – The successful Proposer who enters into a Lease agreement with the Commonwealth.

K A< – Western Massachusetts Hospital.

K]fY`Ygg` HY`Wt`a a i b]WU]cbg` : UW]hYg - all Antenna Facilities and Tenant Improvements and Equipment as permitted under the Lease on the Property, for the provision of wireless telecommunications services. The Facilities must comply with the FHWA Utility Accommodation Policy, as determined by both the DPH and the FHWA.

K jfY Ygg HY YWt a a i b] WUjcbg GYf j JW Dfc j]XYf or **GYf j JW Dfc j]XYf** - an individual or entity that provides wireless telecommunications service to customers, e.g., cellular and personal-communication service providers, radio common carriers, and paging companies.

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This Official Form Must Not Be Altered.
Any Modifications Must Be Made By Separate Rider.

**LEASE AGREEMENT
WIRELESS TELECOMMUNICATIONS FACILITIES**

DATED _____, 2019

by and between

**THE COMMONWEALTH OF MASSACHUSETTS
ACTING BY AND THROUGH ITS
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE**

AS LANDLORD

and

AS TENANT

PREMISES: *[description from Premises Development Plan approved by DCAMM
to be inserted]* located within the campus of the Western
Massachusetts Hospital

PROPERTY: Western Massachusetts Hospital, 91 East Mountain Road,
Westfield, MA 01085

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TENANT'S BENEFICIAL INTEREST DISCLOSURE STATEMENT
MEPA AGREEMENT
EXECUTIVE ORDER 504 CONTRACTOR CERTIFICATION FORM

LEASE AGREEMENT
WIRELESS TELECOMMUNICATIONS FACILITIES

The Commonwealth of Massachusetts, acting by and through its Division of Capital Asset Management and Maintenance ("**Landlord**"), having its offices at One Ashburton Place, 15th Floor, Boston, Massachusetts 02108-1511, and _____ ("**Tenant**"), with an address provided herein, enter into this Lease Agreement dated _____, 2019 ("**Lease**"). **Landlord** and **Tenant** are collectively referred to in this **Lease** as the ("**Parties**").

PREAMBLE

The Asset Management Board of the Commonwealth of Massachusetts ("**AMB**") has authorized the Division of Capital Asset Management and Maintenance ("**DCAMM**") to lease certain underutilized land, buildings, structures and/or poles on state property under the care, custody, and control of the Department of Public Health ("**DPH**"), to wireless telecommunications service providers and facilities management companies for the purpose of installing, operating, and maintaining wireless telecommunications facilities at Western Massachusetts Hospital ("WMH"). Such property is located within the **DPH** facility located at 91 East Mountain Road, Westfield, MA 01085 ("**Property**"). The **Property** is shown on **Exhibit A-1** of this **Lease**. **Tenant** desires to **Lease** portions of existing buildings, structures, or poles within the **Property** for the installation of wireless telecommunications facilities and an area on the **Property** for associated equipment as further defined in § 2.1 and shown on **Exhibit A-2** of this **Lease** ("**Premises**").

In consideration of the mutual covenants and promises contained in this **Lease**, **Landlord** and **Tenant** agree as follows:

1. DEFINITIONS

The following terms, whenever capitalized and bolded in this **Lease**, have the following meanings:

"**Antenna Facilities**" means facilities necessary to operate **Wireless Telecommunications Facilities** (as hereinafter defined), including, without limitation, radio transmitting and receiving antenna, panel antenna, rooftop and building mounted equipment, microwave dishes, equipment shelters and/or cabinets, Distributed Antenna System Nodes or Small Cell Sites, related cables and utility lines, and a location-based system, as such location-based system may be required by any county, state, or federal agency/department, including without limitation, additional antenna(s), coaxial cable, base units, and other associated equipment.

"**Bond**" means a financial guarantee acceptable to the **Landlord** in an amount sufficient to cover the cost of demolishing and/or removing the **Wireless Telecommunications Facilities** upon termination or expiration of this Lease or if they become functionally obsolete, have expired their effective life, or are deemed to have been abandoned or vacant for more than one year.

“Building” means an existing building or structure (including poles) on the **Property** that has been identified by **Landlord** for the installation of **Antenna Facilities**.

“Business Day” means any day except a Saturday, a Sunday, and a day on which the main reception desk of **Landlord** on the 15th Floor of One Ashburton Place in Boston, Massachusetts (or wherever said reception desk may be relocated during the Term) is not open to the public because of an official holiday, or for any other reason.

“Co-location” means locating two or more **Antenna Facilities** on the same **Building**.

“Co-locator” means an individual, corporation, or entity such as a **Wireless Telecommunications Service Provider** (as hereinafter defined) leasing space on a **Building**.

“Co-user” means an individual, corporation or entity such as a **Wireless Telecommunications Service Provider** (as hereinafter defined) using the **Tenant’s Wireless Telecommunications Facilities** on the **Premises** under a **License** with **Tenant**.

“CPI-U” means the “Consumer Price Index for All Urban Consumers, U.S. City Average – All Items (1982-1984=100)” published by the Bureau of Labor Statistics of the United States Department of Labor.

“Expiration Date” has the meaning set forth in **§ 4.1**.

“Event of Default” and **“Events of Default”** have the meanings set forth in **§§ 14.1** and **14.3**.

“Facilities Management Company” means a person or entity that constructs, manages, and/or operates a Telecommunications Facility and has procured letters of intent from at least two **FCC-licensed Wireless Telecommunications Service Providers** with respect to the **Premises**.

“FCC” means the Federal Communications Commission, an agency of the government of the United States of America.

“FHWA” means the Federal Highway Administration, an agency of the government of the United States of America.

“Governmental Approvals” has the meaning set forth in **§ 7.1**.

“Governmental Authority” or **“Governmental Authorities”** means the United States of America, the Commonwealth of Massachusetts, the municipality or municipalities and county, if any, where the **Property** is located and any political subdivision thereof, and any agency, department, commission, board, bureau, or instrumentality of any of them.

“Hazardous Materials” means those substances defined or classified as a “hazardous substance,” “toxic substance,” “hazardous material,” “hazardous waste,” “hazardous pollutant,” or “toxic pollutant,” or otherwise denominated as hazardous, toxic

or a pollutant in: (a) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*, as amended by the Superfund Amendments and Reauthorization Act of 1986, as amended (CERCLA); (b) the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*, as amended (RCRA); (c) the Massachusetts Hazardous Waste Management Act, Massachusetts General Laws Chapter 21C, as amended (Chapter 21C); (d) the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Massachusetts General Laws Chapter 21E, as amended (Chapter 21E); (e) any other federal, state or local law or ordinance addressing the protection of human health, safety, welfare or the environment, as amended (Other Environmental Laws); or (f) regulations promulgated pursuant to CERCLA, RCRA, Chapter 21C, Chapter 21E, or Other Environmental Laws, as amended.

“Lease Commencement Date” has the meaning set forth in § 4.1.

“License” means an agreement between **Tenant** and a **Co-user** which grants permission to the **Co-user** to use **Tenant’s Wireless Telecommunications Facilities** on the **Premises**, including without limitation, an agreement with other Service Provider(s) to allow use of Tenant’s Wireless Telecommunications Facilities installed on the **Premises**, subject to the terms and conditions of this **Lease**.

“Licensee” means an individual, corporation or entity that enjoys the benefits, rights, and obligations of a **License** to use **Tenant’s Wireless Telecommunications Facilities** on the **Premises** and is synonymous with **Co-user**.

“Market Rent” means the rental income that the **Premises** would most probably command in an open market.

“Percentage Rent” has the meaning set forth in § 5.4 and **Exhibit B-2** of this **Lease**.

“Permitted Uses” has the meaning set forth in § 6.1.

“Premises” has the meaning set forth in the Preamble and in § 2.1.

“Property” has the meaning set forth in the Preamble.

“Renewal Term” has the meaning set forth in § 4.2.

“Rent” has the meaning set forth in § 5.

“Security Deposit” has the meaning set forth in § 5.2.1.

“Site Manager” has the meaning set forth in § 11.

“Sublease Agreement” means an agreement by which **Tenant** conveys the right of use and occupancy of **Tenant’s Wireless Telecommunications Facilities** or portion thereof to another, the subtenant, whether in the form of a sublease, or any other written agreement, subject to the terms and conditions of this **Lease**.

“Subtenant” means an individual, corporation or entity that enjoys the benefits, rights, and obligations of a **Sublease Agreement** to use **Tenant’s Wireless Telecommunications Facilities** on the **Premises** and is synonymous with **Co-locator**.

“Tenant Equipment” means the personal property of **Tenant** being brought onto the **Premises** to operate **Wireless Telecommunication Facilities** as scheduled in **Exhibit A-3**.

“Tenant Improvements” means all distributed antenna system(s), small cell sites, support structures and/or any other structures or improvements constructed/installed on the **Premises** by **Tenant**, as more particularly described in **Exhibit A-3**.

“Tenant Improvements and Equipment” include **Antenna Facilities**, **Tenant Improvements**, **Tenant Equipment** and any other personal property and vehicles of **Tenant**, all as further described in **Exhibit A-3**.

“Term” has the meaning set forth in **§ 4.1**.

“Wireless Telecommunications Facilities” or **“Facilities”** means all **Antenna Facilities** and **Tenant Improvements and Equipment** as permitted under this Lease on the **Premises**, for the provision of wireless telecommunications services. The **Facilities** must comply with the **FHWA** Utility Accommodation Policy, as determined by both the **DPH** and the **FHWA**.

“Wireless Telecommunications Service Provider” or **“Service Provider”** means an individual or entity that provides wireless telecommunications service to customers, e.g., cellular and personal-communication service providers, radio common carriers, and paging companies.

2. LEASE OF PREMISES

2.1 **Landlord** leases the **Premises** to **Tenant**, consisting of exterior portions of **Buildings** and accessory areas in, on, or near **Buildings** to install **Wireless Telecommunications Facilities** on the **Premises**, all as specifically shown in **Exhibit A-2**. Subject to the provisions of **§§ 5.4** and **18**, **Tenant** is permitted to enter into a **Sublease Agreement** for space on **Tenant’s Wireless Telecommunications Facilities** with **Service Providers** as **Co-locators** or to execute a **License** with **Co-User(s)** for the use of **Tenant’s Wireless Telecommunications Facilities**.

2.2 In addition to being subject to the other provisions of this **Lease**, the leasing or licensing of the **Premises** is subject to (a) any facts that an accurate survey or personal inspection of the **Premises** would show; (b) the condition and state of repair of the **Premises** as of the **Lease Commencement Date**; (c) easements, covenants, and restrictions of record affecting the **Premises**, if any; and (d) present and future laws, regulations, and orders of all Governmental Authorities having jurisdiction over the **Premises** or the use or improvement of the **Premises** during the **Term**.

2.3 **Landlord** may require **tenant** to include in its development costs for the **Wireless Telecommunications Facilities** an amount not to exceed \$15,000.00 for the purchase of **Antenna Facilities** by **Tenant** for **DPH** (in accordance with specifications

provided by **DPH**) or any state or local law enforcement agency or first responder as determined by **Landlord**. Such **Antenna Facilities** shall be installed by **Tenant** on the **Wireless Telecommunications Facilities** (in accordance with specifications provided by **DPH**) for the exclusive use, control and ownership of **DPH** or the applicable agency or entity as provided herein.

2.4 **Landlord** reserves a right of access on behalf of **DPH** or the applicable agency or entity as provided herein to the space occupied by such **Antenna Facilities**. The maintenance, repair and replacement of such **Antenna Facilities** shall be the responsibility of the **Tenant** during the **Term** of the **Lease**, unless necessitated or occasioned by an act or omission of **DPH**, in which case **DPH** shall be responsible for such expenses.

2.5 **Tenant** represents that **Tenant** has been given an opportunity to conduct an independent examination of the **Premises**, and to conduct such feasibility tests as **Tenant**, in its sole discretion, deemed necessary or advisable, and has determined that the **Premises** are suitable for the **Permitted Uses** and operations under this **Lease**. **Landlord** makes no warranty or representation, express or implied, as to the condition of the **Premises**, or their suitability for the uses permitted under this **Lease**. **Tenant** understands and agrees that **Tenant** leases the **Premises AS-IS**.

3. ACCESS TO PREMISES

3.1 **Tenant** has vehicular, pedestrian, and utility access to the **Premises** 24 hours per day, seven (7) days per week, provided that (a) such access is only via the route(s) designated in **Exhibit A-1**; (b) **Tenant** complies with any specific site-access restrictions imposed by **DPH** set forth in **Exhibit A-4**, as may be updated by **DPH** at any time; and (c) **Tenant** complies with any security/access-notification requirements set forth in **Exhibit A-4** and as **Landlord** or **DPH** reasonably impose from time to time. **Tenant** has no right under this **Lease** to access any other portions of the **Property**.

3.2 **Landlord** and **Tenant** acknowledge that the **Premises** are located on an active Commonwealth facility, and none of **Tenant's** activities may restrict access to the **Building**, the **Premises** or the **Property** in any way at any time without prior notice and approval of **DPH**.

4. TERM

4.1 The duration of this **Lease** is five years ("**Term**"), beginning at 12:01 AM on the date that appears immediately before the **Preamble** of this **Lease** ("**Lease Commencement Date**"), and ending at 11:59 PM on the date that immediately precedes the fifth anniversary of the **Lease Commencement Date** ("**Expiration Date**"), unless this **Lease** is terminated sooner as provided in §§ 14 and 15.

Tenant has the right to extend this **Lease** for five additional and successive five year terms for a maximum term of a total of 30 years, (each a "**Renewal Term**") on the same terms and conditions as set forth herein. **Landlord** reserves the right to renegotiate the amount of **Rent** prior to the commencement of the second of any such **Renewal Term** by providing **Tenant** written notice no later than 90 days prior to the commencement of such second **Renewal Term**, provided, however, that in no event shall the **Rent** fall below the higher of (i) 3.5% per year over the previous year **Rent**, or

(ii) an increase equal to the previous year's percentage increase in the CPI-U.. This Lease automatically renews for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease at least 180 days before the expiration of the Term or any Renewal Term. An extension is not effective until Tenant complies with the provisions of M.G.L. c. 7C, § 38.

4.2 If **Tenant** remains in possession of the **Premises** at the expiration of the **Term** or the final **Renewal Term** without a written agreement, such tenancy is a month-to-month tenancy-at-will with a monthly rental equal to 125% of one-twelfth of the annual **Rent** most recently required by **Exhibits B-1** and **B-2** of this **Lease**.

4.3 Subject to **§ 18**, **Tenant** has the right to enter into **Sublease Agreements** with **Co-locators** on **Tenant's Facilities** and/or to enter in to **License Agreements** with **Licensees** or a **Co-User**. No **Sublease Agreement** or **License** may have a **Term** or duration that exceeds or violates the provisions of this **Lease**.

5. RENT

5.1 **Tenant** shall pay **Rent** for the **Premises**, annually, in advance and in accordance with **Exhibit B-1**. **Rent** shall increase in accordance with (a) **Exhibits B-1** and **B-2**; (b) **§§4.2, 5.4** and **18.1**; (c) any other applicable provisions of this **Lease**; and (d) any modifications of this **Lease**. Until written notice to the contrary from **Landlord** to **Tenant**, **Tenant** must pay all **Rent** to the order of "The Commonwealth of Massachusetts" directly to DCAMM at the following address:

Rayna Rubin, Project Manager
Wireless Telecommunication Facilities Leases
Office of Real Estate Management
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor
Boston, MA 02108-1518

5.2 Subject to the provisions of **§ 7.5**, **Rent** for Lease-year 1 must be paid in full on the earlier of (a) 30 days after the **Lease Commencement Date**, or (b) the date on which the **Governmental Approvals** are obtained by **Tenant** for the **Permitted Uses** and **Tenant Improvements and Equipment** to be constructed and installed on the **Premises** in accordance with **§§ 6.1** and **6.2** of this **Lease**.

5.2.1 **Tenant** paid a nonrefundable \$500.00 proposal submission fee with **Tenant's** proposal for this **Lease**. Upon execution of this **Lease**, **Tenant** shall deposit with **Landlord** a security deposit in the total sum of \$25,000 ("**Security Deposit**"). The **Security Deposit** may be applied by **Landlord** to unpaid **Rent**; to any loss, damage, or destruction caused by **Tenant**, in whole or in part, of the **Premises**, the **Property**, or **Landlord's** other property; to the cost of removing or relocating **Tenant's** property from the **Premises** upon termination or expiration of this **Lease**; the costs associated with any action taken by **Landlord** to eliminate non-permitted uses and/or remove any associated improvements and/or equipment in accordance with **§ 6.2**; or to the costs of remediating any failure of **Tenant** to comply with any provision of this **Lease**. Any portion of the **Security Deposit** not so applied by **Landlord** will be returned to **Tenant** not more than 60 days after the **Expiration Date**. **Landlord** shall not be required to hold the **Security Deposit** in an interest bearing account. The

provisions of this **§ 5.2.1** shall survive the **Expiration Date** or earlier termination of this **Lease**.

5.2.2 **Rent** for each of years 2 through 5 of the **Term** and for each year of any **Renewal Term** is payable in full on or before each anniversary of the **Lease Commencement Date**.

5.3 **Tenant** must give written notice confirming the date on which **Governmental Approvals** are issued to **Tenant**, which notice must include a copy of the building permit and all other permits and approvals obtained.

5.4 Subject to the provisions of **§ 18**, **Tenant** is permitted to enter into **Sublease Agreements** with respect to space on **Tenant's Wireless Telecommunications Facilities** on the **Premises** with **Wireless Telecommunications Service Providers** as **Co-locators** and/or to **License** use of **Tenant's Wireless Telecommunications Facilities** to **Co-users**. For each Lease-year or partial Lease-year under this **Lease** that each **Sublease Agreement** or **License** is in effect, the annual **Rent** set forth on **Exhibit B-1** must be increased by the amount of **Percentage Rent** (as defined in **Exhibit B-2**) for each such **Co-locator** or **Co-user**. In no event shall the **Percentage Rent** be less than 25% of **Rent** for the applicable Lease year, regardless of whether **Tenant** actually receives that amount in sublease rent or license fee payments from its **Co-locator** or **Co-user**. **Tenant** shall pay the first annual **Percentage Rent** in full in accordance with **§ 18.1** and thereafter each annual **Percentage Rent** payment is payable, in full, on or before each anniversary of the **Lease Commencement Date**, concurrently with **Rent** that is payable in accordance with **§§ 5.1** and **5.2**. **Percentage Rent** and **Rent** shall each increase annually by the higher of the percentage increase in the **CPI-U** or 3.5%, with the minimum required payments as set forth in **Exhibits B-1** and **B-2**. No such **Rent** or **Percentage Rent** increase is pro-rated for any year of the **Term**. After the first annual **Rent** increase, each **Rent** increase is payable, in full, on or before each anniversary of the **Lease Commencement Date**, concurrently with **Rent** that is payable in accordance with **§ 5.1** and **5.2**.

5.5 If **Tenant** fails to pay, when due, any sum of money due to **Landlord** under this **Lease**, whether such sum be an installment of **Rent** or any other payment due **Landlord** under this **Lease**, a 1.5% late fee is payable in addition to the principal sum due.

6. PERMITTED USES; TENANT IMPROVEMENTS AND EQUIPMENT; HAZARDOUS MATERIALS

6.1 Subject to the requirements of all **Governmental Approvals**, applicable laws, and the other provisions of this **Lease**, the **Permitted Uses** shall include the right to use the **Premises**, all at **Tenant's** sole cost, expense and risk for the purposes of (a) installing, operating, repairing, and maintaining **Wireless Telecommunications Facilities** on the **Premises**, including related equipment, cables, and all other appurtenances necessary for the operation thereof, together with associated transmission lines and mounting apparatus; (b) placing, maintaining, and operating an equipment shelter or cabinets for the housing of communications equipment in conjunction with the telecommunications antennas and related equipment (not to exceed 500 square feet); and (c) obtaining a non-exclusive right of pedestrian and vehicular access over the **Property** to the **Premises** and access for utilities as shown on **Exhibit**

A-1. The **Premises** are more particularly shown on **Exhibit A-2**. The specific **Tenant Improvements and Equipment** permitted to be installed or constructed on the **Premises** are more particularly shown and described in **Exhibit A-3**.

The construction, installation, operation, repair, and maintenance of the **Tenant Improvements and Equipment** must be performed by competent contractors possessing all necessary licenses and at **Tenant's** sole expense, all in accordance with the provisions of this **Lease**. Before **Tenant** begins to operate **Wireless Telecommunications Facilities** on the **Premises**, **Tenant**, at **Tenant's** sole risk and expense, must furnish **Landlord** with a certification from the appropriately licensed professionals if required by **Landlord**, each confirming that the **Tenant Improvements and Equipment**, as installed, conform in all respects to **Exhibits A-2** and **A-3**, that the installation is structurally sound, correct and appropriate, that adequate and sufficient conduits are available for **Tenant's** installations, and that the electrical capacity at the **Premises** and at the **Property** has not been compromised. All appropriately licensed professionals may be subject to the prior written approval of **Landlord**, which approval shall not be unreasonably withheld or delayed; provided, however, that **Landlord** shall have no responsibility for the accuracy, completeness or content of any such certification.

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6.2 Except for the replacement of like-kind equipment by **Tenant**, **Tenant** shall not at any time construct, move, modify, or install any improvements on the **Premises** that are materially different from or in addition to the **Tenant Improvements and Equipment** on the **Premises**, as shown and described in **Exhibits A-2 and A-3**, without the prior written approval of **Landlord**. As a condition of such approval, **Landlord** has the right to require the payment of additional **Rent** by **Tenant** in an amount not less than the **Market Rent**. **Tenant** must not, without **Landlord's** prior written approval, alter, replace, expand and/or upgrade **Wireless Telecommunications Facilities** on the **Premises** at any time. **Landlord** also has the right to require **Tenant**, at **Tenant's** expense, and in addition to the information that accompanies **Tenant's** request for **Landlord's** approval, to provide **Landlord** with a certification by an appropriately licensed professional that confirms that **Tenant's** proposal is structurally sound, correct and appropriate, as to the **Premises** and **Permitted Uses**. Before **Tenant** begins to operate any such different, additional, moved, or modified improvements on the **Premises**, **Tenant**, at **Tenant's** sole expense, must furnish **Landlord** with certifications from appropriately licensed professionals confirming that each of the different, additional, moved, or modified improvements and equipment, as installed, conforms in all respects to the original or to the updated and revised **Exhibits A-2 and A-3**. All appropriately licensed professionals may be subject to the prior approval of **Landlord**, which approval will not be unreasonably withheld or delayed. If **Tenant** is found by **Landlord** to have any non-permitted improvements and/or equipment on the **Premises**, or if any of **Tenant's Improvements and Equipment** are found not to be in conformity with the requirements of this **Lease**, then, upon written notice from **Landlord**, **Tenant** must immediately take action to terminate such non-permitted use and remove any and all associated improvements and/or equipment. **Landlord** may require that **Tenant** pay a fee of \$5,000 in connection with the review of any request by **Tenant** and associated documentation (including without limitation any required engineering reports) to construct, move, modify or install materially different or additional **Tenant Improvements and Equipment** or to alter, replace, expand and/or upgrade **Wireless Telecommunications Facilities** on the **Premises**, regardless of whether such request is approved by **Landlord**.

If **Tenant** fails to take appropriate action, **Landlord** may take such action as is reasonably necessary to eliminate the non-permitted use and/or remove any and all associated improvements and/or equipment at **Tenant's** cost. The foregoing rights of **Landlord** are in addition to those set forth in §§ 14 and 15 and survive the **Expiration Date** or earlier termination of this **Lease**.

Tenant covenants and agrees, for **Tenant** and its **Co-locators, Co-users**, employees, contractors, agents, and invitees, not to store, release, or dispose of any **Hazardous Materials** at, on, or under the **Premises**, or transport any **Hazardous Materials** to or from the **Premises**, provided, however, that **Tenant** may bring upon the **Premises** and use, in accordance with their safety labeling, all applicable laws, and the highest standards in the industry for the storage, use, and disposal of such **Hazardous Materials**, those **Hazardous Materials** that are reasonably necessary for **Tenant** to perform **Tenant's** obligations under this **Lease** and use the **Premises** for the purposes permitted by this **Lease**. **Tenant** must promptly notify **Landlord**, in writing, of all releases that are known to **Tenant** of **Hazardous Materials** on the **Premises** and/or on the **Property**, and of any orders or notices of any kind that are received by **Tenant** from any **Governmental Authority** relating to the presence or suspected presence of any **Hazardous Materials** on the **Premises** and/or on the **Property**. It is the responsibility of

Tenant, at its sole expense, to ensure that any and all necessary action is taken to fully remediate any release of **Hazardous Materials** arising from the acts or omissions of **Tenant**, **Tenant's** employees, contractors, agents, **Co-locators**, **Co-users** and invitees, and to obtain compliance with all orders and directives received from any **Governmental Authority** pertaining to the storage, use, transportation, or disposal of **Hazardous Materials** by such parties. If **Tenant** or any employee, contractor, agent, **Co-locator**, **Co-user** or invitee of **Tenant** releases or disposes, or causes the release or the disposal of, any **Hazardous Materials** at, on, or under the **Premises** and the **Property**, and **Tenant** fails to cure same in accordance with the provisions of §§ 13 and 14, then such failure is an **Event of Default**. **Tenant** has no responsibility for the identification, investigation, monitoring, remediation, and cleanup of **Hazardous Materials** on the **Premises** as of the **Lease Commencement Date** unless the presence or release of the **Hazardous Materials** is caused by the activities of **Tenant** or of any employee, contractor, agent, **Co-locator**, **Co-user** or invitee of **Tenant**. The provisions of this § 6.2 shall survive the **Expiration Date** or earlier termination of this **Lease**.

6.3 At any time during the **Term**, each **Renewal Term**, or any month-to-month period provided by § 4.3, **Landlord** has the right to require **Tenant** to provide (a) plans of **Tenant Improvements** stamped by a registered professional engineer; (b) oversight of **Tenant's** installation and inspection of **Tenant's** conduits and equipment; and (c) consultation in the case of any building-related or energy-related questions with respect to **Tenant's** initial installation and any subsequent modification that is made pursuant to §§ 6.1 and/or 6.2 of this **Lease**.

7. APPROVALS CONTINGENCY

7.1 It is understood and agreed that **Tenant's** right to use the **Premises** for the **Permitted Uses** under this **Lease** is contingent upon **Tenant** obtaining, at its own expense, all of the certificates, permits and approvals ("**Governmental Approvals**") that may be required by any **Governmental Authorities** for **Tenant** to use the **Premises** for the **Permitted Uses**.

7.2 **Landlord** will cooperate with **Tenant**, at no expense or liability to **Landlord**, in **Tenant's** efforts to obtain such **Governmental Approvals**, and will take no action which would adversely affect the status of the **Premises** with respect to the **Permitted Uses** unless **Landlord** reasonably determines that such action is necessary to protect the **Premises** or the **Property** or **Landlord's** ability to sell, transfer, lease, license, develop or otherwise dispose of the **Property**.

7.3 **Tenant** must notify **Landlord** of receipt of all **Governmental Approvals** and provide both **Landlord** and **DPH** with a true copy of each within 10 **Business Days** after receipt.

7.4 Throughout the **Term**, each **Renewal Term**, or any month-to-month period provided by § 4.3, **Tenant** must provide both **Landlord** and **DPH** with copies of all licenses and permits issued by the **FCC** with respect to the **Permitted Uses** and **Tenant's Wireless Telecommunications Facilities** on the **Premises**.

7.5 Notwithstanding any other provision of this **Lease**, if **Tenant** is unable to obtain all necessary **Governmental Approvals** by the date that is 12 months after the **Lease Commencement Date**, either **Tenant** or **Landlord** has the right to terminate this

Lease immediately upon written notice to the other without further liability, including without limitation, any liability of **Landlord** for any costs incurred by **Tenant** with regard to **Tenant's** efforts to obtain all necessary **Governmental Approvals** by such date.

7.6 **Landlord** may, in its reasonable discretion, require **Tenant** to post and submit a **Bond** acceptable to **Landlord** in an amount sufficient to cover the cost of demolishing and/or removing the **Facilities** upon expiration or termination of this Lease or if the **Facilities** become functionally obsolete, have expired their effective life, or are deemed to have been abandoned or vacant for more than one year. **Tenant** shall provide **Landlord** with said amount certified by the appropriately licensed professional licensed to practice in the Commonwealth of Massachusetts and **Landlord** shall have the option of verifying **Tenant's** estimate prior to establishing the Bond amount.

7.7 Any fees paid by **Tenant** prior to a resulting termination under this **§ 7** will be retained by **Landlord**. Subject to allocation and allotment of funding, any **Rent** paid in advance by **Tenant** for the period subsequent to a resulting termination, under **§ 7.5 only**, will be refunded to **Tenant**.

7.8 Upon termination of this **Lease** under **§ 7**, the provisions of **§ 15.5** shall control.

8. REMOVAL OF TENANT'S IMPROVEMENTS AND EQUIPMENT; RESTORATION OF PREMISES AND THE PROPERTY

8.1 All **Tenant Improvements and Equipment**, vehicles and any other personal property of **Tenant** (including without limitation any footings and foundations for **Tenant Improvements and Equipment** and utility connections and infrastructure servicing **Tenant Improvements and Equipment**), that are brought onto the **Premises** by **Tenant** remain **Tenant's** property and shall be removed by **Tenant** no later than 30 days after the **Expiration Date** or after the date on which this **Lease** is otherwise terminated, unless otherwise agreed in writing by **Landlord** in its sole discretion. If **Tenant** fails to remove all of the **Tenant Improvements and Equipment** or any other personal property from the **Premises** within such 30 day period, **Tenant** shall pay in advance a monthly rent equal to 125% of one-twelfth of the annual **Rent** most recently required by **Exhibits B-1** and **B-2** for every month until all of the **Tenant Improvements and Equipment** and any other personal property is removed. In the alternative, any property of **Tenant** that is not removed within such 30 day period becomes the property of **Landlord**, and **Landlord** (or **Landlord's** agents) may remove, store, dispose of, or permit others, including **DPH**, to use such property in **Landlord's** sole discretion, and **Landlord** or **DPH** or any party acting on their behalf shall not have any liability whatsoever to **Tenant** for such removal, disposal, or use thereof. **Tenant** shall reimburse **Landlord** on demand for the reasonable costs of removing, storing and disposing of **Tenant's** property (and restoring the **Premises** and the **Property**), whether incurred by **Landlord**, **DPH**, or by others for the benefit of **Landlord**, or **DPH**.

8.2 Nothing in the foregoing **§ 8.1** gives **Tenant** a right to hold over or to keep **Tenant's Improvements and Equipment** on the **Premises** after the **Expiration Date** or any other termination date. Without waiving or limiting any of **Landlord's** other rights or claims for damages under this **Lease**, **Tenant** remains liable to **Landlord** for the performance of all of **Tenant's** obligations under this **Lease**, including the payment of **Rent** and any fees, up to the date **Tenant** actually vacates the **Premises**. All prepaid

annual **Rent** and any fees paid by **Tenant** are not subject to refund and will be retained by **Landlord**.

8.3 Upon the **Expiration Date** or earlier termination of this **Lease**, **Tenant**, in addition to removing all of the **Tenant Improvements and Equipment** and any other personal property of **Tenant**, must perform all work necessary to restore the **Premises** and the **Property** to their condition as of the **Lease Commencement Date**, including, at **Landlord's** option, removal of utility lines, conduits, connections, and infrastructure installed by **Tenant**, reasonable wear and tear, and damage from the elements, casualty, and eminent domain excepted.

The provisions of this **§ 8** shall survive the **Expiration Date** or earlier termination of this **Lease**.

9. UTILITIES; TAXES

9.1 **Tenant** is responsible for all utilities allocable to the **Premises**, for taxes allocable to the **Premises** because of **Tenant's Wireless Telecommunications Facilities**, and for all taxes levied upon the **Tenant's Improvements and Equipment** used in connection therewith.

9.2 **Tenant**, at its sole expense, must arrange for **Tenant's** own separately metered utilities from the local utility companies, including the installation of all necessary utility lines, and must pay for all electric, telephone, and other utilities consumed by **Tenant**. In the event that a utility conduit must be installed, **Tenant**, at its sole cost, will be responsible for including an additional sleeve to become property of the **Landlord** and to be used at **Landlord's** sole discretion at a future date, and to re-landscape the **Property** to its condition prior to installation. **Tenant** agrees to install all utility lines underground, subject to the approval of the utility company. **Landlord** makes no representation or warranty as to the availability or sufficiency of any such utilities, and **Landlord** has no liability for any interruption or discontinuance of utility service. **Landlord** agrees to cooperate with **Tenant** in **Tenant's** efforts to obtain utilities from any location by **Landlord**.

9.3 **Tenant** must pay any personal property tax, real property tax, or any other tax or fee that is directly attributable to the presence or installation of **Tenant's Wireless Telecommunications Facilities**, so long as this **Lease** remains in effect. If **Landlord** receives notice of any personal property tax assessment, real property tax assessment or any other tax or fee assessment that may affect **Tenant** and is directly attributable to the presence or installation of **Tenant's Wireless Telecommunications Facilities**, **Landlord** will provide notice of the assessment to **Tenant**. All tax bills will be sent directly to **Tenant**, and **Tenant** must pay the same on or before the due date stated on the tax bill, forwarding confirmation of said payment to **Landlord**. It is **Tenant's** responsibility to ensure that all tax bills are sent directly to **Tenant**. Nothing in this provision limits or restricts **Tenant's** right to seek redress or file an appeal with the appropriate governmental agency relative to any tax levy, consistent with applicable regulatory provisions.

The provisions of this **§ 9** shall survive the **Expiration Date** or earlier termination of this **Lease**.

10. INSURANCE

10.1 During the **Term**, any **Renewal Term**, and any month-to-month tenancy, as described in **§ 4.3**, **Tenant** must provide the insurance coverage required by **Exhibit D** to this **Lease**. The required insurance coverage must be applicable to the **Property**, as well as to the **Premises**.

10.2 To the extent insurance proceeds are recovered under insurance maintained by, for the benefit of, or both, **Landlord** (**Landlord** being under no obligation to maintain any insurance), **Tenant**, or both, **Landlord** and **Tenant** each release the other from any and all liability paid on account of such proceeds and to such extent (and only to such extent) each waives all claims by way of subrogation. All insurance that is carried by **Tenant** with respect to the **Property**, whether or not required by this **Lease**, must include provisions that deny to the insurer acquisition by subrogation of rights of recovery against **Landlord** to the extent such rights have been waived by **Tenant**, insofar as, and to the extent that such provisions may be effective without making it impossible for **Tenant** to obtain insurance coverage from responsible companies qualified to do business in the Commonwealth of Massachusetts, even though additional premium(s) may result.

10.3 If there is any damage to or destruction of the **Property**, **Premises**, or any improvements or equipment thereon, **Tenant** must (i) give immediate notice thereof to **Landlord** and **DPH**, (ii) proceed immediately to establish and collect all valid claims that may have arisen against insurers based upon any such damage or destruction, (iii) promptly repair or reconstruct the damaged building, structure, and other improvement upon the same general plan and dimensions, and to the same general quality, as before the damage or destruction, provided that all such repairs or reconstructions must be approved by **Landlord** before commencement. All proceeds of any insurance claim must be held in trust and applied only for the purpose of repairing or reconstructing the buildings, structures, and other improvements that have been destroyed or damaged.

10.4 Insurance policy or policies named in **Exhibit D** must name **Landlord** as first-loss payee, as its interests may appear.

10.5 **Landlord** and **Tenant** acknowledge that **Landlord** is self-insured and **Landlord** is not required by this **Lease** to procure and maintain insurance of any kind.

10.6 All of the furnishings, fixtures, equipment, effects, and property of every kind, nature, and description of **Tenant** are at the sole risk and hazard of **Tenant**, and if the whole or any part thereof is destroyed or damaged by fire, water, or otherwise, by the leakage of bursting of water pipes, or by any, some, or all of such causes, no part of said loss or damage is to be charged to or borne by **Landlord**, or **DPH**, except that **Landlord** and **DPH** are not indemnified, held harmless, or exonerated from any liability to **Tenant**, to any other person, or to both, for any injury, loss, damage, or liability caused by the gross negligence, willful misconduct, or both of **Landlord** or **DPH**, and the respective agents, servants, and employees of each.

11. OBLIGATIONS OF TENANT REGARDING OPERATIONS; SITE MANAGER

11.1 **Landlord**, in consultation with **DPH**, reserves the right to lease or license other portions of the **Property** for the same general uses that are permitted by this

Lease. **Landlord** will include a provision in each such lease or license prohibiting interference with the use of the **Premises** by **Tenant**. If **Landlord** exercises such right, **Tenant** is prohibited from interfering with the ability of **Landlord** to enter into such leases and licenses and, subject to the provisions of **§ 12**, with the use and quiet enjoyment by each such lessee, licensee or user and the rights granted under their respective leases or licenses with **Landlord**. Whether or not **Landlord** exercises such right, **Tenant** agrees to act as "**Site Manager**" of the **Premises** and to assume the following additional obligations for itself, **DPH**, an approved **Governmental Authority** and any other **Co-locator/Co-user** on the **Premises** in accordance with **§§ 11.3 and 11.4**:

11.1.1 **Tenant**, at **Tenant's** sole cost and expense, must install all utility lines and other utility infrastructure required to operate the **Wireless Telecommunications Facilities**.

11.1.2 **Tenant** must keep the **Premises** accessible to vehicular and pedestrian traffic by plowing and, when necessary, sanding **Tenant's** access route shown in **Exhibit A-1**, and **Tenant** must coordinate and cooperate with each **Facilities Management Company** and **Service Provider** on the **Property**, including, but not limited to, the **Existing Tenant** (if any), regarding the plowing and, when necessary, the sanding of access to leased or licensed portions of the **Property**. **Tenant** must be mindful in all instances that the **Premises** are part of a larger campus under the jurisdiction of **DPH**.

Tenant must ensure that all **Wireless Telecommunications Facilities** located on the **Premises** and owned, rented, leased, licensed, or controlled by **Tenant** or any of its **Co-locators/Co-users** are maintained so as to keep them in good condition and repair. The **Wireless Telecommunications Facilities** brought on to the **Premises** by **Tenant** for its use and by and for any of its **Co-locators/Co-users** will remain their exclusive property. Unless otherwise specifically agreed in writing by **Landlord**, **Tenant** shall remove or shall cause to be removed all such **Wireless Telecommunications Facilities** of **Tenant** and its **Co-locators** and **Co-users** upon the **Expiration Date** or earlier termination of this **Lease** in accordance with the provisions of this **Lease**.

11.1.3 **Tenant** must promptly repair any damage to the **Premises**, to the **Property**, and to any equipment, improvements, and property on the **Premises** or on the **Property** that belong to any party, including, but not limited to, the **Existing Tenant** (if any), if such damage is caused by the installation or operation of **Tenant's Wireless Telecommunications Facilities** or by any act or omission of **Tenant** or of **Tenant's Co-locators/Co-Users**, employees, contractors, agents, lessees, licenses or invitees. All **Subleases** with **Co-locators** and all **Licenses** with **Co-Users** shall contain this requirement.

11.1.4 Annually or upon written request of **Landlord** where time or changed conditions may have impacted the physical condition of the **Premises**, **Tenant** must provide **Landlord** with a written report within 30 days on the condition of the **Premises**. Without limiting the foregoing, **Tenant** must notify **Landlord** immediately upon learning of any damage and other condition that materially impairs the structural integrity of the **Premises**, the **Property**, or both, or that threatens to interfere with the use of the **Premises** for the **Permitted**

Uses, or use of the Property by Landlord or Landlord's employees, contractors, agents, lessees, licensees or invitees.

11.1.5 **Tenant** shall notify **Landlord** and **DPH** regarding the placement of **Wireless Telecommunication Facilities** by **Co-locators/Co-users** during the **Term**, any **Renewal Term**, and any month-to-month tenancy, and shall provide each of **Landlord** and **DPH**, with a copy of any **Sublease Agreement** or **License** affecting the **Premises**.

11.2 INTENTIONALLY DELETED

11.3 Nothing within this **Lease** shall limit or otherwise hinder in any way the right of **DPH** to install and/or license the installation of ITS, WiFi, or other such telecommunications technology, facilities, and equipment upon any portion of the **Premises** or **Tenant's Facilities**, for exclusive use by **DPH**. Neither **Landlord**, nor **DPH** shall be required to pay rent or other compensation to **Tenant** for such right.

11.4 **Tenant** shall allow any **Governmental Authority** approved by **DCAMM** and **DPH** to locate **Wireless Telecommunications Facilities** on any portion of the **Premises** when technically and structurally feasible. Neither **Landlord**, **DPH** nor any approved **Governmental Authority** shall be required to pay rent or other compensation to **Tenant** for such right.

11.5 Notwithstanding anything to the contrary in § 11, **Tenant** is not responsible or liable to **Landlord**, or to those claiming by, through, or under **Landlord**, and **Landlord** is not responsible or liable to **Tenant**, or to those claiming by, through, or under **Tenant**, for any loss or damage arising from any act, omission, or failure to act of any of **Landlord's Facilities Management Companies**, **Service Providers** and/or **Landlord's Co-locators** leasing or licensing space on the **Property**. **Landlord** is also not responsible or liable to **Tenant**, or to those claiming by, through, or under **Tenant**, for any loss or damage arising from any act, omission or failure to act of any of **Tenant's Facilities Management Companies**, **Service Providers** and/or **Co-locator/Co-users** leasing or licensing space on the **Premises** from **Tenant**.

11.6 Once during the Initial **Term** and once during each **Renewal Term**, unless otherwise requested by **DCAMM** or **DPH** for good cause, at **Tenant's** expense and in compliance with Technology Bulletin 65 promulgated by the **FCC** Office of Engineering, **Tenant** must cause an independent, licensed professional to perform a radio-frequency emissions test for the measurement of low-level ionized radiation on the **Premises** and the **Property**. **Tenant** must file the results of each test with **Landlord** and **DPH** within 30 days after the results become available to **Tenant**.

11.7 **Tenant** must notify **Landlord** within **5 Business Days** after **Tenant** learns that any investigation, by the **FCC** or by any other **Governmental Authority**, pertaining to **Permitted Uses**, any **Tenant Improvements and Equipment**, or **Governmental Approvals**, is underway or is anticipated, regardless of whether such investigation may result in a reprimand, a censure, or a warning, or a suspension or a revocation of any license or permit. In addition, **Tenant** must keep **Landlord** informed of all material developments in the investigation, as **Tenant** becomes aware of the same.

11.8 Annually, **Tenant** must submit a **Wireless Telecommunications Facilities Co-locator/Co-user Certification** in the form of **Exhibit F** certified by **Tenant**.

12. NONINTERFERENCE; SPECIFIC INDEMNIFICATION

12.1 None of **Tenant's Improvements and Equipment** or **Tenant's** use of or activities on the **Premises** may obstruct or interfere with any current or future use and quiet enjoyment of the **Property** by **Landlord**, User Agency, any **Governmental Authorities** approved by **Landlord**, or by any other **Facilities Management Company**, **Service Provider** and/or **Co-locator/Co-user** on the **Property**, including, but not limited to, the **Existing Tenant** if any. **Tenant** further agrees that **Tenant** must not, during the **Term** or any **Renewal Term**, modify or seek to modify **Tenant's Improvements and Equipment** or its use of or activities on the **Premises** in any way that obstructs or interferes with such use of the **Property** by others. Within 24-hours after receiving written notice, via facsimile transmission or e-mail, from **Landlord** that **Tenant's** activities are causing any such obstruction or interference, **Tenant** must take appropriate action to eliminate the obstruction or interference. If **Tenant** fails to take appropriate action, **Landlord** may take such action as is reasonably necessary to eliminate the obstruction or interference, including the termination of any of **Tenant's** particular activities, at **Tenant's** cost. The foregoing rights of **Landlord** are in addition to those set forth in **§ 14**.

12.2 **Tenant** represents and warrants to **Landlord** that no such obstruction or interference with transmitting or receiving results to any current **Facilities Management Company**, **Service Provider** or **Co-locator/Co-user** with equipment on the **Property**, including, but not limited to, the **Existing Tenant** (if any) and agrees that it will cooperate with any future users of the **Property** in this regard. **Tenant** agrees to indemnify, hold harmless, and defend **Landlord** against any damages, including attorneys' fees, arising out of such obstruction or interference with respect to uses that are in effect as of the **Lease Commencement Date**, and against such damages arising out of **Tenant's** modification of **Tenant's** uses or activities with respect to uses in effect as of the date of modification, all under the direction of the Attorney General of the Commonwealth of Massachusetts, in accordance with M.G.L. c. 12, § 3. The provisions of this **§ 12.2** shall survive the **Expiration Date** or earlier termination of this **Lease**.

12.3 **Tenant** further agrees that if **Tenant's** activities, either singly or in combination with the activities of other existing **Facilities Management Companies**, **Service Providers** or **Co-locators/Co-users**, violate any public health standard of any **Governmental Authority**, **Tenant** must immediately take appropriate action to remedy the violation, including, if other action fails to provide a remedy, shutting down **Tenant's** transmitting activities, except for intermittent testing. In the absence of immediate appropriate action by **Tenant**, **Landlord** may take appropriate action on **Landlord's** own and at **Tenant's** cost, including the halting of any of **Tenant's** activities (except for intermittent testing), in order to remedy the violation. If **Tenant's** activities are terminated for any reason under **§ 12.3**, **Landlord** and **Tenant** each has the option, upon 5 **Business Days** prior written notice, to terminate this **Lease**, whereupon the provisions of **§ 15.5** shall control.

13. ASSUMPTION OF RISK; GENERAL INDEMNIFICATION; ENVIRONMENTAL INDEMNIFICATION

13.1 To the fullest extent permitted by law, **Tenant** agrees that **Tenant** shall use the **Premises** at **Tenant's** sole risk, and **Landlord** is not liable to **Tenant** or anyone claiming by, through or under **Tenant**, for any loss or damage to **Tenant's Wireless Telecommunications Facilities**, vehicles, or other personal property or for any personal injury in connection with **Tenant's** rights granted under this **Lease**.

13.2 **Tenant** accepts complete liability for the acts, omissions, and negligence of **Tenant** and **Tenant's** officers, agents, contractors, employees, **Co-locators**, **Co-users** and invitees while present upon the **Property**, or while exercising any of **Tenant's** rights and obligations under this **Lease**. **Tenant** shall indemnify, defend with counsel reasonably acceptable to **Landlord**, and under the direction of the Attorney General of the Commonwealth of Massachusetts in accordance with M.G.L. c. 12, § 3, and keep and save **Landlord** harmless from and against all suits, claims, damages, losses, liabilities, and expenses, including, but not limited to, attorneys' fees, that are caused by, or arise out of, result from, or are incidental to, any act, failure to act, or negligence of **Tenant**, **Tenant's** officers, employees, agents, contractors, **Co-locators**, **Co-users** and invitees, to the fullest extent allowed by the laws of the Commonwealth of Massachusetts and not beyond any extent that would render these provisions void or unenforceable. **Tenant** must give prompt notice to **Landlord** in the event of any injury or damage to persons or property occurring on or about the **Premises** or the **Property**, and of any injury to persons or property, or claim made against **Tenant**, or suit brought against **Tenant** arising out of **Tenant's** exercise of **Tenant's** rights under this **Lease**, provided that the same is known to **Tenant**.

13.3 In any and all claims against **Landlord** by **Tenant**, **Tenant's** agents, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, **Tenant's** indemnification obligation under § 13 is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for **Tenant** or any agent under worker's compensation acts, disability benefits acts, or other employee benefit acts.

13.4 **Tenant** must indemnify, defend with counsel reasonably acceptable to **Landlord** and under the direction of the Attorney General of the Commonwealth of Massachusetts in accordance with M.G.L. c. 12, § 3, and keep and save **Landlord** harmless from and against all suits, claims, damages, losses, liabilities, and expenses, including but not limited to, attorneys' fees, arising out of the use, release, disposal, or transportation of **Hazardous Materials** on, to, or from the **Premises** or the **Property** by **Tenant**, **Tenant's** employees, agents, contractors, **Co-locators**, **Co-users** and invitees. The indemnification provided by this paragraph covers, without limitation, all costs incurred in connection with any investigation of site conditions and any cleanup work, and any diminution in the value of the **Premises**, the **Property**, or both.

The provisions of this § 13 survive the **Expiration Date** or earlier termination of this **Lease**.

14. DEFAULTS AND REMEDIES

14.1 The following are “**Events of Default**” by **Tenant** under this **Lease**:

14.1.1 **Tenant** fails to pay, when due, any sum of money due to **Landlord** hereunder, whether such sum be an installment of **Rent** or any other payment due **Landlord** by the provisions of this **Lease**, and such failure continues for a period of **10 Business Days** after written notice from **Landlord**.

14.1.2 **Tenant** fails to perform fully any other agreement or obligation of **Tenant** under this **Lease** and does not cure such failure within 30 days after written notice from **Landlord** reasonably specifying such failure, or for those failures which cannot be cured within such thirty 30 day period, if **Tenant** has failed to commence such cure within said 30 day period and thereafter to diligently and continuously prosecute such cure to completion.

14.1.3 **Tenant’s FCC** license or any of the **Governmental Approvals** expire, are revoked, or are suspended.

14.2 Upon the occurrence of an **Event of Default** by **Tenant**, in addition to any other remedies available to **Landlord** at law or in equity, **Landlord** has the right to terminate this **Lease** upon not less than **10 Business Days** notice to **Tenant**. Upon such termination, this **Lease** shall come to an end as fully and completely as if the termination date stated in such notice were the **Expiration Date**, and **Tenant** must quit and surrender the **Premises**, and, unless otherwise instructed in writing by **Landlord**, remove all of **Tenant’s Improvements and Equipment**, vehicles and any other personal property of **Tenant** (including without limitation any footings and foundations, for and all utility connections and infrastructure servicing **Tenant Improvements and Equipment**), that are brought onto the **Premises** by **Tenant** or by any of its **Co-locators or Co-users**, and restore the **Premises** and the **Property**, all as provided in this **Lease**, and such termination does not relieve **Tenant** of any liability for damages arising out of such **Event of Default**. In addition, **Tenant** must pay to **Landlord** the **Rent** payable by **Tenant** up to the effective date of such termination, and **Tenant** remains liable for any breach of **Tenant’s** obligations under this **Lease** occurring before the effective date of termination. **Tenant** must also pay **Landlord**, as damages, the reasonable costs of terminating this **Lease** and recovering and restoring the **Premises**, as provided in the **Lease**. Any prepaid **Rent** or fees paid by **Tenant**, including any pro-rated refund for the period that begins on the day immediately after the effective date of termination and ends on the last day of the Lease-year for which **Rent** has been prepaid, will not be subject to refund and be retained by **Landlord**.

The provisions of this § 14.2 shall survive the **Expiration Date** or earlier termination of this **Lease**.

14.3 The following is an “**Event of Default**” by **Landlord** under this **Lease**: **Landlord** fails to comply with any obligation or covenant of **Landlord** under this **Lease** and fails to cure such failure within 30 days after receiving written notice from **Tenant** specifying such failure, or for those failures that cannot be cured within such 30 day period, if **Landlord** fails to commence such cure within said 30 day period and thereafter to diligently pursue such cure to completion.

14.4 Upon the occurrence of an **Event of Default** by **Landlord**, and failure to cure as provided in § 14.3, **Tenant** may terminate this **Lease** upon **10 Business Days**

prior written notice to **Landlord**, whereupon the provisions of **§15.5** shall apply, and this shall be **Tenant's** sole remedy at law or in equity.

15. SPECIAL TERMINATION RIGHTS OF LANDLORD AND TENANT:
RELOCATION OF PREMISES AND IMPROVEMENTS

15.1 **Landlord** and **Tenant** acknowledge that the **Premises** are located on the site of an active Commonwealth facility and, notwithstanding any other provision of this **Lease**, **Landlord** may terminate this **Lease** upon not less than 120 days prior written notice to **Tenant** if **Landlord** determines, in its sole and absolute discretion, that the continuation of this **Lease** interferes with **Landlord's** plans for the sale, lease, transfer, disposition, development or the redevelopment of the **Property** or of any part thereof. If this **Lease** is terminated pursuant to this **§ 15.1**, the provisions of **§ 15.5** shall control. If **Tenant**, as of the giving of written notice of termination pursuant to this **§ 15.1**, has prepaid **Rent** for the Lease-year in which the effective date of termination occurs, then **Tenant** will receive, subject to allocation and allotment of funding, within 60 days after the effective date of termination, a pro-rated refund of prepaid **Rent** for the period that begins on the day immediately after the effective date of termination and ends on the last day of the Lease-year for which **Rent** has been prepaid. If this **Lease** is terminated pursuant to this **§ 15.1**, and if **Tenant**, as of the giving of written notice of termination, has not prepaid **Rent** for the Lease-year in which the effective date of termination occurs, then, on the **Rent** due date that immediately follows the giving of written notice of termination, **Tenant** must pay pro-rated **Rent** for the period that ends on the effective date of termination. **Landlord** agrees that it will endeavor to keep **Tenant** apprised of any of **Landlord's** plans, but no failure by **Landlord** to provide **Tenant** with any such information limits or otherwise affects in any way the special termination rights of **Landlord**.

15.2 **Landlord** and **Tenant** also acknowledge that **Landlord** is not obligated by this **Lease** to make any repairs or improvements whatsoever to, or to perform any maintenance whatsoever upon, the **Wireless Telecommunication Facilities**, any portion of the **Premises** or the **Property**. If any **Building** is destroyed or suffers material structural damage from a natural disaster or any other cause other than an act or omission of **Tenant**, or of **Tenant's** officers, agents, contractors, employees, **Co-locators**, **Co-users** or invitees so that the **Building** is no longer suitable for the uses permitted by this **Lease**, then **Tenant** may, at **Tenant's** option (a) repair the damage at **Tenant's** sole expense, provided that any such repair work is subject to the prior written approval of **Landlord**, which approval may contain reasonable conditions for undertaking such work; or (b) terminate this **Lease** upon not less than 15 days prior written notice to **Landlord**, whereupon the provisions of **§ 15.5** shall control, provided that any claim by **Landlord** (or by any person or entity claiming under or through **Landlord**) for personal injury, death, property loss, or property damage survives such termination.

15.3 Notwithstanding anything in this **Lease** to the contrary, **Tenant** has the right to terminate this **Lease** upon 90 days prior written notice to **Landlord**, whereupon the provisions of **§ 15.5** shall control, provided that **Tenant** shall pay a fee in the amount of the **Rent** for the next Lease-year, as set forth in **Exhibits B-1** and **B-2**. In addition, any prepaid **Rent** or fees paid by **Tenant**, including any amount prepaid for the period that begins on the day immediately after the effective date of termination and ends on

the last day of the Lease-year for which **Rent** has been prepaid, will not be subject to refund and will be retained by **Landlord**.

15.4 Rather than terminate this **Lease** pursuant to § 15.1, **Landlord** and **Tenant** each has the right to request, upon 120 days notice to **Tenant** or request to **Landlord**, as the case may be, that the **Premises** be changed to another portion of the **Property** and for **Tenant** to relocate all **Tenant Improvements and Equipment** to the relocated premises. Such relocation shall be subject to the approval of **Landlord** and **DPH**, in their sole discretion, and receipt of: (a) revised Exhibits A-1, A-2 and A-3 as appropriate, and (b) a certification by an independent appropriately licensed professional engaged by and at the expense of **Tenant**, that the proposed relocation is adequate and appropriate for the **Permitted Uses**, which shall be obtained within 30 days after any notice or request for relocation of the **Premises** is given. Such appropriately licensed professional is subject to the prior written approval of **Landlord**, which approval will not be unreasonably withheld or delayed conditioned.

If the appropriately licensed professional certifies that the proposed relocation is adequate and appropriate and the revised Exhibits are acceptable to **Landlord** and **DPH** in their sole discretion, **Tenant** shall be responsible for relocating the **Tenant Improvements and Equipment** to the relocated premises within 30 days. **Landlord** will agree to a reasonable credit against future **Rent** for **Tenant's** actual documented relocation expenses in an amount not to exceed the **Rent** payable by **Tenant** for Lease-year 1.

If the appropriately licensed professional certifies that the proposed relocation is inadequate or inappropriate, **Tenant** will not be required or allowed to relocate, and **Landlord** may proceed to terminate this **Lease** in accordance with § 15. **Tenant** further covenants and agrees that the use of the **Premises** provides no relocation entitlements under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as such may be amended.

15.5 Upon termination of this **Lease** by either **Landlord** or **Tenant**, pursuant to § 15, or as otherwise provided in this **Lease**, this **Lease** shall come to an end as fully and completely as if the termination date stated in the notice of termination were the **Expiration Date**, except for those provisions which survive termination of the **Lease**. **Tenant** shall quit and surrender the **Premises**; remove all of the **Tenant Improvements and Equipment** vehicles and any other personal property of **Tenant** and its **Co-locators** and **Co-users** (including without limitation any footings and foundations for **Tenant Improvements and Equipment** and utility connections and infrastructure unless otherwise directed in writing by **Landlord**), that are brought onto the **Premises** by **Tenant** or any of its **Co-locators** and **Co-users**; restore the **Premises** and the **Property**; and pay to **Landlord** the **Rent** payable by **Tenant** up to the effective date of termination, all as provided by this **Lease**. Any prepaid **Rent** or fees paid by **Tenant**, including any amount prepaid for the period that begins on the day immediately after the effective date of termination and ends on the last day of the Lease-year for which **Rent** has been prepaid, will not be subject to refund and will be retained by **Landlord**.

16. ASSIGNMENT

16.1 **Tenant** may, without **Landlord's** consent, assign **Tenant's** interest in this **Lease** or any part thereof, or any or all of **Tenant's** right, title and interest in and to any

or all of the **Tenant Improvements and Equipment**, to any parent affiliate or subsidiary of **Tenant**, or to any party controlling, or in common control with **Tenant**, or to any party acquiring substantially all of the assets of **Tenant**. **Tenant** must not otherwise assign, mortgage, pledge, encumber, or in any manner transfer this **Lease** or any part of this **Lease**, or the interest of **Tenant** in any **Sublease Agreement** or **License** or other revenue under any such **Sublease Agreement** or **License**, without the timely prior written notification of **Landlord** in each instance. If **Tenant** proposes to assign, mortgage, pledge, encumber, or in any manner transfer this **Lease** or any part of this **Lease**, or the interest of **Tenant** in any **Sublease Agreement**, or **License** or other revenue under any such **Sublease Agreement** or **License**, **Landlord** has 30 days following **Landlord's** receipt of such written notice to approve, conditionally or unconditionally, or to reject such proposed assignment, mortgage, pledge, encumbrance, or transfer. If **Landlord** grants approval of the assignment, mortgage, pledge, encumbrance, or transfer, **Tenant** nevertheless remains fully obligated and liable under every provision of this **Lease**. If **Landlord** does not respond to such written notice within 30 days of **Landlord's** receipt thereof, such approval is deemed to be denied.

16.2 Subject to § 16.1, **Tenant** acknowledges that **Landlord** retains the unrestricted right to refuse to consent to any assignment of rights or delegation of duties under this **Lease**, and that **Tenant's** rights are personal in nature.

16.3 Subject to § 16.1, it is specifically acknowledged and agreed by **Tenant** that **Landlord** may condition **Landlord's** consent to any assignment or delegation upon such standards, provisions, and conditions (including, without limitation, the payment by **Tenant** of a nonrefundable fee to **Landlord**) as **Landlord**, in its sole discretion, deems appropriate, whether or not the same may be considered customary, usual, or commercially reasonable. **Landlord**, in its sole discretion, may condition the approval of any assignment or delegation upon such amendments to this **Lease** as **Landlord** deems appropriate. In addition, **Landlord** may require **Tenant** to pay a \$5,000 fee in connection with the review of a request for an **Assignment** hereunder, regardless of whether such request is approved or denied by **Landlord**.

16.4 Any transaction, whether by pledge, sale, assignment, or otherwise, that results in a change-of-control in the ownership of **Tenant** or of **Tenant's** parent (e.g., a transfer of more than 50% of the equity of **Tenant** or of **Tenant's** parent) is an assignment for purposes of this **Lease** and is subject to this § 16.

16.5 If this **Lease** is assigned, whether or not in violation of the provisions of this **Lease**, **Landlord** is entitled to collect **Rent** from the assignee. In such event, **Landlord** may apply the net amount received by **Landlord** to the **Rent**, but no such collection is a waiver of the covenant against assignment, transfer, or mortgage of the **Premises**, or an acceptance of the assignee or **Subtenant** as a **Tenant** under this **Lease**, or a release of **Tenant** from further performance of the covenants on the part of **Tenant**.

16.6 Assignment of this **Lease** without the timely notification of **Landlord** and the making of any mortgage, pledge, encumbrance, or transfer, in part or in whole, never operates to relieve **Tenant** from its obligations under this **Lease** and, notwithstanding any such assignment, mortgage, pledge, encumbrance, or transfer, **Tenant** remains liable for the payment of all **Rent** and for the performance of all covenants and

agreements of this **Lease** to the full end of the **Term**, of the final **Renewal Term**, and of any month-to-month tenancy, as described in **§ 4.3**, whether or not there is any prior termination of this **Lease** by summary process or otherwise.

16.7 Any assignee, whether as assignee or successor-in-interest of any assignee of the party first named in this **Lease** as **Tenant**, or as assignee of the holder of any mortgage, or as successor-in-interest of any assignee, including any purchaser of this **Lease** under foreclosure of any permitted mortgage, immediately becomes and remains liable for the payment of the **Rent** and for the full performance of all covenants and agreements of this **Lease** on **Tenant's** part to be performed to the end of the **Term**, of the final **Renewal Term**, and of any month-to-month tenancy, as described in **§ 4.3**. No transfer to such assignee or to such purchaser is binding upon **Landlord** unless such assignee or purchaser delivers to **Landlord** a recordable instrument that contains a covenant of assumption by said assignee or purchaser to such effect. Nothing in this **Lease** constitutes or acts as a waiver on the part of **Landlord** of any of **Landlord's** rights, including but not limited to the right to terminate this **Lease** in the event of a default on the part of **Tenant** beyond the applicable notice and cure periods, as provided under **§ 14**.

16.8 Any consent by **Landlord** contained in this **Lease** or subsequently given to any act of assignment, mortgage, pledge, encumbrance, or transfer applies only to the specific action expressly approved by **Landlord**.

17. CO-LOCATION OF WIRELESS TELECOMMUNICATIONS FACILITIES

17.1 In the event Tenant constructs facilities intended to be shared with or used by third party **Service Providers**, then all new **Wireless Telecommunications Facilities** must be designed, to the maximum extent practicable and technologically feasible, for **Co-location** and/or **Co-Use** of **Antenna Facilities** and other necessary facilities for **Service Providers**.

18. SUBLEASES, CO-LOCATION, and CO-USE

18.1 **Tenant** may allow **Co-locators** and/or **Co-users** under **Sublease Agreements** or **Licenses** to co-locate on and/or use **Tenant's Wireless Telecommunications Facilities** for the same uses as are permitted by this **Lease** and in the same location on the **Premises**, provided that (a) in addition to the **Rent**, Tenant must pay **Landlord** the **Percentage Rent** in accordance with **§ 5.4** and **Exhibit B-2** with the addition of each **Co-locator/Co-user**; (b) a counterpart of each such **Sublease Agreement** or **License** must be provided by **Tenant** to **Landlord**, and **DPH** within 10 **Business Days** after the execution and delivery thereof; (c) **Tenant** shall pay to **Landlord** the amount of the first annual **Percentage Rent** simultaneously upon such provision of a counterpart; and (d) **Percentage Rent** must increase annually in accordance with **§ 5.4** and **Exhibit B-2**. All **Subtenants** and **Co-locators** and/or all **Licensees** and **Co-users** of **Tenant** shall be bound by all of the terms and conditions of this **Lease** whether or not set forth in their respective **Sublease Agreement** or **License** with **Tenant**.

18.2 Regarding each **Sublease Agreement** and/or **License**, **Tenant** agrees to act as **Site Manager** for the **Premises** and agrees that the obligations of **Site Manager**

that are delineated in § 11.1 are applicable to § 18.1, provided that **Tenant** is responsible and liable to **Landlord**, and to those claiming by, through, and under **Landlord**, for any loss, damage, or both arising from each act, omission, and failure to act of each **Co-locator/Co-user** on **Tenant's Facilities**.

19. NOTICES

Unless otherwise expressly permitted under this **Lease**, all notices given under this **Lease** must be (a) in writing; (b) signed by a duly authorized representative of the party giving notice, and (c) given by hand-delivery (including, without limitation, courier, Federal Express, or other overnight-delivery service), or mailed by United States certified mail, return receipt requested. All fees required for the delivery of any notice must be prepaid by the party giving such notice. Notices must be sent and addressed to **Landlord** and **Tenant** at the following respective addresses:

If to Landlord:

Rayna Rubin
Project Manager
Re: Wireless Telecommunication Facilities Leases
Office of Real Estate Management
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor
Boston, MA 02108-1518

If this **Lease** permits a notice to be given by facsimile transmission, such notice must be sent to 617-727-8082.

With a copy to:

Office of the General Counsel
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor
Boston, MA 02108-1518

AND

If to DPH:

AND

If this **Lease** permits a notice to be given by facsimile transmission, such notice copy must be sent to:
fax no.:_____.

If to Tenant:

If this **Lease** permits a notice to be given by facsimile transmission, such notice must be sent to:

With a copy to:

19.1 **Landlord** and **Tenant** may, by notice given hereunder, at any time designate a different address and number for facsimile transmissions to which notices are sent. Notices sent as aforesaid are deemed given for all purposes (a) on the date shown on the receipt for delivery; or (b) on the date of refusal to accept delivery or on the date of failure to attain delivery; or (c) on the date and at the time of the sending of a confirmed facsimile transmission.

19.2 Whenever this **Lease** requires that a copy or a counterpart of any document be sent to **Landlord** and **DPH**, or to each of them, such copy or counterpart must be sent to the respective addresses set forth in **§ 19** as modified pursuant to the first sentence of **§ 19.1**.

20. MISCELLANY

20.1 Counterparts. This **Lease** may be executed in one or more counterparts, each of which is an original.

20.2 Authority of Signatories/Representations and Warranties:

20.2.1 **Landlord** warrants and represents to **Tenant** that the person(s) executing on behalf of **Landlord** (a) this **Lease**; (b) any exhibit to this **Lease**; (c) any modification of this **Lease**; and (d) any document that is ancillary to or required by this **Lease** is (are) authorized to act in such capacity and to fully bind **Landlord** by doing so.

20.2.2 **Tenant** warrants and represents to **Landlord** that:

- (a) **Tenant's** name appears in this **Lease** exactly as **Tenant's** name appears in **Tenant's** organizational documents, tax returns, and other documents filed from time to time by **Tenant** with governmental organizations.
- (b) **Tenant** has full legal capacity and has been duly authorized to enter into this **Lease**.
- (c) If **Tenant** is not a natural person or natural persons, but **Tenant** is, rather, a so-called "creature of the law" (e.g., a corporation, a general or limited partnership, a trust, a limited liability company, etc.), **Tenant** is validly organized and existing, **Tenant** is in good standing in the state, commonwealth, province, territory, or jurisdiction of **Tenant's** organization, and **Tenant** is authorized and qualified to do business in the Commonwealth of Massachusetts .
- (d) The person(s) executing on behalf of **Tenant** (i) this **Lease**; (ii) any exhibit to this **Lease**; (iii) any modification of this **Lease**; and (iv) any document that is ancillary to or required by this **Lease** is (are) authorized to act in such capacity and to fully bind **Tenant** by doing so.
- (e) **Tenant** is not debarred or suspended from contracting with the Commonwealth of Massachusetts under any applicable debarment statute or regulation.
- (f) **Tenant** knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law-enforcement agency against or affecting **Tenant** or **Tenant's** properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of this **Lease** or **Tenant's** ability to carry out **Tenant's** obligations.

20.3 Estoppel. At any time upon 30 days prior written notice from the other, **Landlord** and **Tenant** must execute, acknowledge, and deliver to the other a statement in writing (a) confirming that this **Lease** is unmodified and in full force and effect (or if modified, stating the nature of such modification); (b) stating the date to which **Rent** is paid; and (c) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party, or specifying such defaults if any are claimed.

20.4 Entire Agreement. This **Lease** contains all of the agreements, promises, and understandings between **Landlord** and **Tenant** with respect to the subject matter covered by this **Lease**, and there are no oral agreements, promises, or understandings, other than those set forth in this **Lease**. Any modification of the provisions of this **Lease** is void and ineffective unless made in writing and signed by the **Parties**. **Landlord** reserves the right to require **Tenant** to pay a fee of \$5,000 in connection with the review of any request made by **Tenant** to so amend this **Lease**.

20.5 Annexed Exhibits and Other Documents. Each exhibit or other document that is annexed to this **Lease** is an integral part of this **Lease**.

20.6 Governing Law. This **Lease** and the performance by **Landlord** and **Tenant** under this **Lease** are governed, interpreted, construed, and regulated by the laws of the Commonwealth of Massachusetts. **Landlord** and **Tenant** agree that all complaints or litigation in connection with this **Lease** must be brought only in a federal or state court of competent jurisdiction within the Commonwealth of Massachusetts.

20.7 Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (a) captions are for convenience only and in no way define or limit the construction of the provisions and conditions of this **Lease**; and (b) use of the word "including" means "including but not limited to."

20.8 Successors. This **Lease** inures to the benefit of and binds the heirs, personal representatives, successors, and approved assigns of the **Parties**.

20.9 Time of the Essence. Time is of the essence to this **Lease**.

20.10 Recording. Neither party is to record this **Lease**. Upon the request of **Tenant**, **Landlord** agrees to execute a **Notice of Lease** substantially in the form of **Exhibit E**. Such **Notice of Lease** must be prepared at the sole cost and expense of **Tenant**, and **Tenant** may record such notice of **Lease** at **Tenant's** sole cost and expense.

20.11 Access to Records and Premises. As required by M.G.L. c. 7B, **Tenant** must afford access by **Landlord**, **DPH**, and the **AMB**, their accountants, attorneys, agents, and representatives during normal business hours of **Tenant**, to the **Premises**, and the **Wireless Telecommunications Facilities**, and to **Tenant's** books and records to inspect and make and take away copies of any and all of **Tenant's** records relative to the **Wireless Telecommunications Facilities**, and **Tenant** must promptly deliver to **Landlord**, **DPH**, and the **AMB** such certificates and documents as **Landlord**, **DPH**, and the **AMB** may reasonably request. In furtherance of the foregoing, and pursuant to 810 Code Massachusetts Regulations § 2.08, the failure of **Tenant** upon written request to reasonably provide **Landlord**, **DPH**, or the **AMB** under M.G.L. c. 7B with such access (and failure to cure the same within applicable cure periods) is a material breach of **Tenant's** obligations under this **Lease** and may constitute grounds for termination of this **Lease**. The provisions of this § 20.11 survive the **Expiration Date** or earlier termination of this **Lease**.

20.12 Non-discrimination. **Tenant** must not discriminate against any qualified person or firm seeking to provide goods or services to **Tenant**, whether as an employee or a contractor, because of race, color, age, gender, ethnicity, sexual orientation,

religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. **Tenant** must comply with all applicable federal and state statutes, rules, and regulations prohibiting such discrimination. **Tenant** (a) is prohibited from engaging in discriminatory employment practices; (b) certifies that **Tenant** is in compliance with all applicable federal and state laws, rules and regulations governing fair labor and employment practices; and (c) commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. Any breach will be regarded as a material breach of this **Lease** that may subject **Tenant** to appropriate sanctions.

20.13 **Landlord** encourages, to the greatest extent possible, the active and meaningful equity participation of Minority-Owned Business Enterprises (MBEs), Women-Owned Business Enterprises (WBEs) and Veteran Business Enterprises (VBEs) as certified by the Supplier Diversity Office (SDO). **Landlord** also encourages **Tenant** to use, to the greatest extent possible, MBEs and WBEs to provide services and materials. **Tenant** agrees, to the greatest extent possible, to purchase supplies and services from certified MBEs and WBEs.

20.14 Compliance with Executive Order No. 481; Immigration Status. **Tenant** shall not knowingly use undocumented workers in connection with performance under this **Lease**, pursuant to federal requirements, agrees to verify the immigration status of all workers involved in the performance of **Tenant's** obligations hereunder without engaging in unlawful discrimination, and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

20.15 Compliance with Executive Order No. 504; Security of Information. With the execution of this **Lease**, **Tenant** shall execute and deliver the Executive Order 504 Contractor Certification Form attached hereto.

20.16 **Tenant** shall comply with all such Executive Orders as may be promulgated during the term of this Lease and applicable to **Tenant**.

Landlord and **Tenant** have executed multiple counterparts of this **Lease**, under seal in accordance with the laws of the Commonwealth of Massachusetts, the Commonwealth of Massachusetts having done so by the Commissioner of the Division of Capital Asset Management and Maintenance, who incurs no personal liability as a result of such signature.

**LANDLORD: COMMONWEALTH OF MASSACHUSETTS ACTING BY AND
THROUGH ITS DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE**

By: _____
Carol W. Gladstone, Commissioner

TENANT: _____
By: _____
Name: _____
Title: _____

Approved, as to matters of form:

Deputy General Counsel
Division of Capital Asset Management and Maintenance

RIDER TO LEASE

DATE OF LEASE: _____, 2019

LANDLORD: The Commonwealth of Massachusetts acting by and through its
Division of Capital Asset Management and Maintenance

TENANT: _____

PREMISES: See **Exhibit A-2** to this Lease: exterior portions of certain existing
buildings, structures, or poles within the site of Western
Massachusetts Hospital, 91 East Mountain Road, MA 01085.

MODIFY THIS LEASE AS FOLLOWS:

Note to Proposer: In accordance with the "Request for Proposals" ONLY,
*ESSENTIAL MODIFICATIONS required for the particular nature of the Wireless
Telecommunications Facilities on the Premises will be considered; no stylistic changes
please.*

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Landlord and **Tenant** have executed multiple counterparts of this Rider, under seal in accordance with the laws of the Commonwealth of Massachusetts, the Commonwealth of Massachusetts having done so by the Commissioner of the Division of Capital Asset Management and Maintenance, who incurs no personal liability as a result of such signature.

**LANDLORD: COMMONWEALTH OF MASSACHUSETTS ACTING BY AND
THROUGH ITS DIVISION OF CAPITAL ASSET MANAGEMENT AND
MAINTENANCE**

By: _____
Carol W. Gladstone, Commissioner

TENANT: _____

By: _____

Name and Title: _____

Approved, as to matters of form:

Deputy General Counsel
Division of Capital Asset Management and Maintenance

Exhibit A-1

Property Plan with Approved Access Route

Exhibit A-2

Premises Location and Development Plan

Exhibit A-3

Schedule of Tenant Improvements and Equipment

A complete (i) description of improvements to be constructed and/or installed by **Tenant** and (ii) itemization of equipment being brought onto the **Premises** by **Tenant** must be provided and inserted in this **Lease** immediately following this page, before commencement of construction/installation.

Exhibit A-4

**Site Access Restrictions and
Security/Access Notification Requirements**

Tenant understands and agrees that **Tenant** shall comply with the requirements stated below to access the **Property** and the **Premises**.

Exhibit B-1

Tenant Rent Schedule*

The **Rent** for Lease-years 1 through 5 payable by **Tenant** to **Landlord** on the **Rent Commencement Date** is as set forth below. **Tenant's Rent** is subject to annual increases thereafter beginning in Lease Year 6 of (i) 3.5% per year over the previous year Rent, or (ii) an increase equal to the previous year's percentage increase in the CPI-U, whichever is higher, but under no circumstances shall Tenant's rent decrease. :

RENT (For each year of Initial Term)

Lease-year 1 \$ _____

Lease-year 2 \$ _____

Lease-year 3 \$ _____

Lease-year 4 \$ _____

Lease-year 5 \$ _____

*Pursuant to **Sections 4.2, 5.1 and 5.2** of this **Lease**.

In addition, rent increases for each Sublease Agreement and/or License in accordance with §§ 5.4, 18.1 and as scheduled in Exhibit B-2 of this Lease.

Exhibit B-2

Co-locator/Co-user Rent Schedule*

Co-locator/Co-user rent is due to **Landlord** as determined by **Tenant's Sublease Agreement** or **License** with each **Co-locator/Co-user**. **Co-locator/Co-user** rent is calculated as a percentage of the **Rent** ("**Percentage Rent**") due annually to **Tenant** as described in the **Co-locator's/Co-user's Sublease Agreement** or **License** with **Tenant**, and in accordance with the provisions of **§ 5.4** of this **Lease**. After Lease-year 1, **Percentage Rent** is payable by **Tenant** to **Landlord** with the **Rent** payments due in advance, annually, on the anniversary of the **Lease Commencement Date**, as scheduled in **Exhibit B-1**.

Percentage Rent for each **Co-locator/Co-user** due annually for each year of the Initial Term by **Tenant** to **Landlord** shall not be less than the following 25% of Rent for the applicable year.

After Lease-year 1, **Percentage Rent** for each **Co-locator/Co-user** is subject to an annual increase of 3.5% or that year's percentage increase in the CPI-U, whichever is higher; but under no circumstances shall **Co-locator/Co-user Rent Percentage** decrease.

:

Rent	x	% of Rent	= Percentage Rent
Lease-year 1 \$_____	x	_____	= \$_____
Lease-year 2 \$_____	x	_____	= \$_____
Lease-year 3 \$_____	x	_____	= \$_____
Lease-year 4 \$_____	x	_____	= \$_____
Lease-year 5 \$_____	x	_____	= \$_____

*Pursuant to Sections 5.4 and 18.1 and **Exhibit B-1** of this **Lease**.

ADD SEPARATE SCHEDULE FOR EACH CO-LOCATOR/CO-USER AS NECESSARY

Exhibit C

Required Permits and Development Schedule

Exhibit D

Insurance Requirements

Tenant must purchase and maintain such insurance as protects **Tenant** and **Landlord** from claims that may arise out of or result from **Tenant's** operations under this **Lease**, whether such operations be by **Tenant** or by any agent or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. This insurance shall be provided at the **Tenant's** expense and shall be in full force and effect for the full **Term** of this **Lease** or for such longer period as this exhibit requires.

All policies shall be written on an occurrence basis and be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of A- or better as assigned by A.W. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to **Landlord**, or otherwise acceptable to **Landlord**.

Insurance certificates acceptable to **Landlord** evidencing the above coverages are to be furnished to **Landlord** before or concurrent with the execution of this **Lease**. Such certificates and all insurance policies required by these insurance requirements must contain provisions requiring at least 30 days prior written notice to **Landlord** of any cancellation or termination or material modification of the policies. Certificates must indicate effective dates and dates of expiration of the policies.

Tenant is responsible for the payment of any and all deductibles under all of the insurance required below. **Landlord** shall not in any instance be responsible for the payment of deductibles, self-insured retentions, or any portion thereof.

1. Tenant's Commercial General Liability Insurance.

Tenant shall purchase and maintain general liability coverage on the ISO form CG 00 01 or equivalent, including products and completed operations, on an occurrence basis. The form must be amended to state that the aggregate limit applies on a per location basis. The policy shall provide the following minimum coverage to protect **Tenant** from claims with respect to the operations performed by **Tenant** and any employee, agent, contractor, subcontractor, or supplier, or by anyone for whose acts they may be liable:

Bodily Injury & Property Damage Liability	\$1,000,000 each occurrence \$3,000,000 general aggregate per location
Products & Completed Operations	\$1,000,000 annual aggregate
Personal & Advertising Injury	\$1,000,000 each occurrence
Medical Expenses	\$5,000

The policy shall include contractual liability coverage. The policy shall include the **Landlord** and anyone else requested by the **Landlord** as an additional insured. The policy shall also include an endorsement (ISO form CG 24 04 or its equivalent), which waives the insurer's rights of subrogation against **Landlord**.

2. Tenant's Automobile Liability Insurance.

Tenant shall purchase and maintain the following minimum coverage with respect to the operations of any owned, non-owned, and hired vehicles including trailers used in the performance of its operations:

Bodily Injury & Property Damage Liability \$1,000,000 combined single limit

The policy shall name the **Landlord** as an additional insured.

3. Tenant's Worker's Compensation Insurance.

Tenant shall provide the following coverage in accordance with M.G.L. c.149 §34A and c.152 as may be amended from time to time:

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident
	\$500,000 disease per employee
	\$500,000 disease policy aggregate

This policy shall contain a waiver of subrogation in favor of the **Landlord**.

4. Tenant's Umbrella Insurance.

Tenant shall provide umbrella liability coverage in a form at least as broad as primary coverage at a minimum limit of not less than \$3,000,000 each occurrence and aggregate. The policy shall include the **Landlord** as an additional insured.

5. Tenant's Property Insurance.

Tenant shall insure **Tenant Improvements and Equipment** at or on the **Property** at its estimated full replacement cost, and the insurance policy covering this property must waive the insurer's rights of subrogation against **Landlord** for loss or damage to the covered property.

All required insurance policies are to be endorsed to state **Tenant's** policies are primary to all insurance available to **Landlord** for liability arising out of or resulting from **Tenant's** operations under this **Lease**, whether such operations be by **Tenant** or by an agent or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

Insurance similar to that required of **Tenant** must be provided by or on behalf of all agents of contractors or subcontractors of **Tenant** to cover their operations performed under this **Lease**. **Tenant** is held responsible for compliance with and enforcement of the insurance requirements and for any modifications of these insurances requirements as they apply to agents or contractors or subcontractors of **Tenant**. **Tenant** must not permit any agent or contractor or subcontractor to commence work until such party has furnished evidence that insurance has been procured and certificates of insurance have been obtained by **Tenant**.

In any emergency affecting the safety of persons or property, **Tenant** must act to prevent threatened damage, injury, or loss, and must, as promptly as conditions permit,

notify insurance carriers and **Landlord** or **Landlord's** representatives of the nature of the emergency and circumstances related thereto. Immediately, thereafter, **Tenant** or **Tenant's** agent(s) must prepare a written report setting forth in detail the action taken and describing in detail all circumstances and conditions which are related to such action.

Exhibit E

Notice of Lease

In accordance with M.G.L. c. 183, § 4, as amended, notice is hereby given of the following-described Lease:

Landlord: _____

Tenant: _____

Date of execution: _____

Description of the leased premises:

A portion of the Premises described in the real estate records in the Town/City of _____, County of _____, at Book _____, Page _____.

Term of Lease: _____ years.

Extensions: _____ additional _____ year Term. An extension is not effective until Tenant complies with the provisions of M.G.L. c. 7, § 38.

Date of Commencement: _____

Landlord: COMMONWEALTH OF MASSACHUSETTS acting by and through its
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

By: _____
Carol W. Gladstone, Commissioner

Tenant: _____

By: _____

Name: _____

Its: _____

CERTIFICATES OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)(
COUNTY OF SUFFOLK)(ss.

On _____, 20_____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that said person voluntarily signed said document for its stated purpose as Commissioner of the Division of Capital Asset Management and Maintenance, as the voluntary act of said Commonwealth.

My commission expires:

COMMONWEALTH OR STATE OF _____)(
COUNTY OF _____)(
ss.

On _____, 20_____, before me, the undersigned notary public,
personally appeared _____, proved to me
through satisfactory evidence of identification to be the person whose name is signed on
the preceding or attached document, and acknowledged to me that said person
voluntarily signed said document for its stated purpose as _____ for
_____, as the voluntary act of the corporation.

My commission expires:

Exhibit F

**WIRELESS TELECOMMUNICATIONS FACILITIES CO-LOCATOR/CO-USER
CERTIFICATION**

Wireless Telecommunications Leasing Site: *[description from Premises Development Plan approved by DCAMM to be inserted]* at Western Massachusetts Hospital, 91 East Mountain Road, Westfield, MA 01085, as described in the **Lease**.

LEASE DATE: _____

TENANT: _____

List all Co-locators/Co-users on your Wireless Telecommunications Facilities*

Co-locator/Co-User (Commercial Name)	Equipment Description and Use	Contact Phone # (Emergency Number)

* **DPH** requires that this Wireless Telecommunications Facilities Co-locator/Co-user Certification be updated on an annual basis. DPH requires immediate notification of all new Co-locators/Co-users at or on the Tenant's Wireless Telecommunications Facilities.

I certify to the best of my knowledge the information provided above is true, correct and complete.

Signature: _____ Date: _____

Name: _____

Title: _____

INSTRUCTION SHEET

**TENANT'S BENEFICIAL
INTEREST DISCLOSURE STATEMENT
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

MEPA AGREEMENT

The undersigned in partial consideration and as a condition of the **Lease** of a portion of Commonwealth land and/or improvements ("Land") on the property known as Western Massachusetts Hospital, 91 East Mountain Road, Westfield, MA 01085 under the care, custody and control of the Department of Public Health ("DPH"), the location of which is more particularly described in Exhibits A-1 and A-2 ("**Premises**"), acknowledges and agrees that if there is any work or activities proposed on the **Premises** which meets or exceeds a review threshold under the Massachusetts Environmental Policy Act ("MEPA") regulations at 301 C.M.R. 11.00, *et. seq.* ("MEPA Regulations"), then before "Commencement of Construction" as defined under the MEPA Regulations, the undersigned must file or cause to be filed with the MEPA Office at the Executive Office of Environmental Affairs, all such documents as are required by the MEPA Regulations in connection with such work or activities and must complete the MEPA process. In any such filing, the fact that the Land was leased from the Commonwealth within 5 years of this **Lease** must be disclosed. The undersigned also acknowledges that the MEPA Regulations provide that the scope of review of a project undertaken on land leased from the Commonwealth extends to all aspects of the project undertaken on such Land that are likely, directly or indirectly, to cause Damage to the Environment, as more specifically provided in the MEPA Regulations. The undersigned also agrees to provide to the Division of Capital Asset Management and Maintenance evidence of satisfaction of these MEPA requirements with respect to any work or activity at the Land occurring within 5 years after the execution and delivery of the **Lease**.

This agreement survives the execution of the **Lease** and binds the undersigned and its successors and assigns.

Executed under seal.

By: _____

Name: _____

Title: _____

Date: _____

Received by the Commonwealth of Massachusetts
acting by and through its Division of Capital Asset
Management and Maintenance

By: _____

Name: _____

Title: _____

Date: _____

Executive Order 504 Contractor Certification Form

BIDDER/CONTRACTOR LEGAL NAME:

BIDDER/CONTRACTOR VENDOR/CUSTOMER CODE:

Executive Order 504: For all Contracts involving the Contractor's access to personal information, as defined in M.G.L. c. 93H, and personal data, as defined in M.G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts [Executive Order 504](#) and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth of Massachusetts Information Technology Division's Security Policies available at www.mass.gov/ITD under Policies and Standards.

Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall:

(1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's Security Policies ("Security Policies") available at www.mass.gov/ITD under Policies and Standards;

(2) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors;

(3) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss;

(4) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract;

(5) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements.

Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to M.G.L. c. 93H and under M.G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Bidder/Contractor Name: _____.

Bidder/Contractor Authorized Signature: _____.

Print Name and Title of Authorized
Signatory: _____.

Date: _____.

This Certification may be signed once and photocopied to be attached to any Commonwealth Contract that does not already contain this Certification Language and shall be interpreted to be incorporated by reference into any applicable contract subject to Executive Order 504 for this Contractor.

**APPENDIX B ASSET MANAGEMENT BOARD ACTIONS DATED SEPTEMBER 30, 2002
AND MARCH 20, 2018**

**Full Spectrum, Distributed Antenna System Node or Small Cell Site Wireless Telecommunications
Leasing
Western Massachusetts Hospital, Westfield, Massachusetts
Project Number: DPH1903AD1**

ASSET MANAGEMENT BOARD

Board Action

on

March 20, 2018 regarding

Department of Public Health

Telecommunications Leasing Project

WHEREAS, on September 30, 2002, the Asset Management Board (the "Board") approved a Final Project Proposal ("FPP") by the Department of Public Health (the "DPH"), entitled "Telecommunications Leasing Project, Commonwealth of Massachusetts, Board of Public Health Hospitals" dated September 13, 2002.

WHEREAS, the approved FPP authorized long-term (up to 20 years including extension options), non-exclusive leases for designated structures/areas at the following active Public Health Hospitals: Lemuel Shattuck Hospital in Jamaica Plain, Massachusetts Hospital School in Canton, and Western Massachusetts Hospital in Westfield (collectively, the "Properties"), that would allow telecommunications companies to install equipment, antennae, and facilities at these three sites (the "Project").


WHEREAS, DPH submitted a letter request to the Board, dated March 15, 2018, (copy attached), seeking an amendment to the FPP to authorize the increase of the maximum lease term for any existing lease and any future lease to be increased from 20 years to 30 years.

WHEREAS, based on the facts and information included in the DPH letter in support of the increase in maximum lease term, the Board finds that the FPP may be amended pursuant to its authority at 810 CMR §2.07(4). Consistent with this authority, the Board finds that:

1. The amendment does not constitute a significant change to the Project as originally approved by the Board because (i) the Properties were listed as assets in the FPP and were approved after the AMB public notice, hearing and comment requirements were completed for the FPP; (ii) the leases are non-exclusive and do not preclude other projects on the Properties; and (iii) DCAMM has determined that the rents being offered for the additional 10 year term represent fair market value based on studies performed for other state agencies.
2. The amendment does not require the Board to waive any additional laws.

NOW, THEREFORE, the members of the Board whose signatures appear below have made the foregoing findings and have voted to approve the proposed amendment to the FPP to extend the maximum lease term from 20 to 30 years.

**RESOLVED AND APPROVED BY THE FOLLOWING MEMBERS OF THE ASSET
MANAGEMENT BOARD:**




Carol W. Gladstone, Chairperson



Date



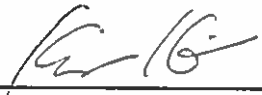
Glen Cunha, Inspector General



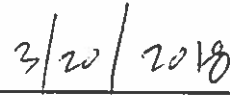
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Jerald Feldman

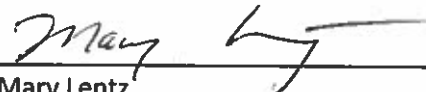
Date



Kija Kim



Date



Mary Lentz



Date

DPH letter dated March 15, 2018 attached



The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Division of Capital Asset Management and Maintenance
One Ashburton Place
Boston, Massachusetts 02108

Tel: (617) 727-4050

Fax: (617) 727-5363

CHARLES D. BAKER

GOVERNOR

KARYN E. POLITO

LIEUTENANT GOVERNOR

MICHAEL J. HEFFERNAN

SECRETARY

ADMINISTRATION & FINANCE

CAROL W. GLADSTONE

COMMISSIONER

March 15, 2018

Asset Management Board
c/o Carol Gladstone, Chairman
One Ashburton Place, 15th Floor
Boston, Massachusetts 02108

RE: Modification to Final Project Proposal -Department of Public Health
Telecommunications Leasing Project – Lemuel Shattuck Hospital, Jamaica Plain,
Pappas Rehabilitation Hospital for Children, Canton and Western
Massachusetts Hospital, Westfield

Dear Members of the Asset Management Board:

In accordance with 810 CMR § 2.08 (2)(c), the Department of Public Health (DPH) is providing the Asset Management Board (AMB) with a request to modify the Telecommunications Leasing Project approved on September 30, 2002 for the three (3) sites referenced above. The modification would allow for an increase of the maximum lease term from the current 20 years to 30 years.

This modification is requested in order to bring the current lease term up to wireless industry standards. DPH believes that the expansion of the approved lease term to 30 years will both make potential projects more attractive to the industry and add an additional 10 years to the revenue stream without the need to re-bid the sites. This modification does not require the Board to waive any additional laws or regulations.

Please let me know if you have any questions about this modification or the project in general. Thank you for the Board's consideration.

Sincerely,

Monica Bharel
Commissioner
Department of Public Health

APPENDIX A
ASSET MANAGEMENT BOARD ACTION
DATED SEPTEMBER 30, 2002

ASSET MANAGEMENT BOARD

Board Action

on

September 30, 2002

regarding

Final Project Proposal

by the

Department of Public Health

regarding

Telecommunications Leasing Project

WHEREAS, the members of the Asset Management Board (the "Board") have received and reviewed a Final Project Proposal from the Department of Public Health (the "DPH"), entitled "Telecommunications Leasing Project, Commonwealth of Massachusetts Department of Public Health Hospitals" dated September 13, 2002 (the "Proposal").

WHEREAS, the Proposal seeks authorization to enter into long-term (up to 20 years including extension options), non-exclusive leases for designated structures/areas at the following active Public Health Hospitals: Lemuel Shattuck Hospital in Jamaica Plain, Massachusetts Hospital School in Canton, and Western Massachusetts Hospital in Westfield, (collectively, the "Property") that would allow telecommunications companies to install equipment, antennae, and facilities at these three sites (the "Proposed Project").

WHEREAS, the DPH advertised a Notice of Intent to Submit a Proposal and a Notice of Public Hearing (collectively, the "Notices") in the Central Register and at least one newspaper of general circulation in the three applicable communities (see attached schedule). The last newspaper publications appeared not less than seven days prior to the conduct of the applicable public hearings held in each of the above-referenced communities. The Notices met all of the requirements for such notices contained in the regulations of the Board at 810 CMR 2.05 and included:

1. A brief summary of the Proposed Project, including a description of the proposed leases and the general location of the real property to be involved in the Proposed Project, and an estimate of the value of the proposed leases;
2. The location or office at which the draft Proposal was available;
3. An invitation for public comment and the date, time and location of the public hearing; and
4. The procedures and deadlines for submitting comments.

Copies of the Notices were sent to members of the Board, members of the General Court of legislative districts included in the Proposed Project, the city manager in cities under the "Plan E" form of government, the mayor and members of the city council in all other cities, the chairperson of the board of selectman in towns, county commissioners for all affected counties for towns, and the directors of the relevant area planning agencies for towns.

WHEREAS, on August 15, 2002, August 16, 2002 and August 19, 2002, public hearings were held at the locations indicated on the attached schedule, regarding the intention of the DPH to submit a Final Project Proposal to the Board. Comments made at the public hearings were accurately reflected in the minutes of the public hearings and were submitted to the Board with the Proposal. The one comment letter received was also submitted to the Board.

WHEREAS, the Board finds that the Proposal contains all of the information that must be contained in a Final Project Proposal submitted to the Board pursuant to the requirements of M.G.L. c. 7B and 810 CMR 2.06, as well as all other information deemed pertinent by the proponents submitting the Proposal and all the information requested by the Board.

WHEREAS, based on the facts and information included in the Proposal, the Board finds that the Proposed Project meets all standards for approval set forth in M.G.L. c. 7B and 810 CMR 2.02, as more specifically set forth below:

- A. The Board finds that the disposition of the Property through long-term non-exclusive leases with telecommunication companies represents sound management of the assets of the Commonwealth.
- B. Based upon its review of the analyses contained in the Proposal, including a 2002 market and feasibility analysis of Beals Associates, Inc., the Board finds that the Proposed Project is technically and financially viable.
- C. The Board has reviewed the letter of support for the Proposed Project from the Commissioner of DPH and the Certification of the Commissioner of DCAM on the property inventory prepared by DPH which were submitted as attachments to the Proposal, and finds that the Proposed Project will not interfere with the current or foreseeable legal obligations of the DPH.
- D. Based upon the information provided to the Board by the DPH concerning the Proposal, including the identification in the Proposal of the individuals and entities who were involved in the preparation of the Proposal and who will be involved in the implementation of the Proposed Project, the Board finds that the Proposed Project does not appear to constitute a conflict of interest, although the Board does not represent that it has made any judgments relative to conflict of interest under M.G.L. c. 268A.
- E. Provided that the Proposed Project proceeds in accordance with the implementation, performance and monitoring criteria set forth in the Proposal, the Board finds that the Proposed Project will not result in windfall profits to any individual or group of individuals.
- F. The Board finds that the Proposed Project will serve an important public purpose and is in the public interest by allowing the DPH to (i) provide significant rental income to the Commonwealth and, through the creation of Trust Funds authorized by the Board, to

finance costs and expenses related to implementing and monitoring the Proposed Project and to fund expenses that have a direct impact on the care and safety of the patients at these hospitals including, but not limited to, deferred maintenance of capital projects at the Property; (ii) enable telecommunications companies to cost-effectively utilize sites at underutilized state-owned properties; (iii) enhance the provision of mobile and modular telecommunications services within the Commonwealth to private citizens, commercial users, and public law enforcement and safety officials; and (iv) place portions of underutilized state properties in productive use without interfering with the existing use of these properties.

- G. The Board has reviewed and considered the disposition process set forth in the Proposal and requires and finds that the Property will be disposed of through an open and competitive process that is consistent with the intended public benefit of generating revenues and enhancing mobile and modular telecommunications services by allowing telecommunications companies to use underutilized properties.
- H. The Board finds that the DPH as represented by the officials and key personnel identified in the Proposal, appear to be qualified to adequately manage and execute the Proposed Project.
- I. Based upon the Board's review of the analyses set forth in the Proposal and the letter of support from the Commissioner of DPH, the Board finds that the Proposed Project will not interfere with the missions and functions of the DPH and is in the best interests of the Commonwealth.
- J. The Board has reviewed the information set forth in the Proposal regarding the proposed Trust Funds and hereby authorizes the DPH to request that the State Treasurer establish the Trust Funds, which shall be administered in accordance with the purposes set forth in the Proposal and with the provisions of M.G.L. c. 7B, §8 and 810 CMR 2.09.

In accordance with the foregoing findings of the Board and the powers granted pursuant to M.G.L. c. 7B, §4(b) and 810 CMR 2.02, the Board is authorized to determine that certain property procurement and disposition laws and regulations otherwise applicable shall not apply to the Proposed Project. Accordingly, the Board hereby makes the following determinations:

Determination #1, Laws:

The Board hereby determines that the provisions of M.G.L. c. 7, §40F, §40F1/2, §40I and §43I, shall not apply to the Proposed Project.

The Proposed Project shall comply with all other property procurement and general and special laws applicable to the Proposed Project.

Determination #2, Regulations:

The Board hereby determines that consistent with its authority under 810 CMR 2.04(3)(c), the provisions of 810 CMR 2.06(2)(c) (second sentence only) and 810 CMR 2.06(2)(f) shall not apply to the Project. With respect to the waiver of 810 CMR 2.06(2)(c) (second sentence only), the Board finds and has voted unanimously in accordance with its authority under 810 CMR 2.07(4), that the waiver of this section was inadvertently omitted from the Final

Project Proposal, and its waiver retroactive to the date of approval of the Project does not constitute a significant change to the Project as originally approved by the Board.

NOW, THEREFORE, the members of the Board whose signatures appear below have made the foregoing findings and have voted to approve the Proposed Project and hereby authorize the DPH to implement the Proposed Project in accordance with its terms, subject to the requirement that the Request for Proposals for the Project (i) be reviewed by the Office of the Inspector General prior to issuance; and (ii) contain, in addition to other selection criteria, a standard for evaluating the financial benefit of the entire proposal determined by the highest price based on net present value of the entire proposal.

RESOLVED AND APPROVED BY THE FOLLOWING MEMBERS OF THE ASSET MANAGEMENT BOARD:


David B. Perini, Chairperson

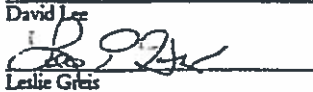
12/18/00
Date


Gregory W. Sullivan, Inspector General

12/18/02
Date


John Schwarz

12/18/02
Date

David Lee

Leslie Greis

Date
12/18/02
Date

APPENDIX C ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

(To be completed by the Proposer)

Site Visit

Western Massachusetts Hospital
91 East Mountain Road, Westfield, MA

The undersigned, in consideration for being allowed to enter upon property of the Commonwealth of Massachusetts (the "Commonwealth"), assumes each and every risk for any and all personal injury, including death, and for any and all property damage, including loss that occurs during any examination, inspection, or other presence by the undersigned, or by any consultant or contractor of the undersigned. The undersigned further agrees to protect, defend, indemnify, and hold the Commonwealth and its employees, contractors, and agents blameless and harmless with respect to any and all such risks, and to repair, restore, or both, to the reasonable satisfaction of the Commonwealth, and to indemnify the Commonwealth with respect to any damage to and loss of any property of the Commonwealth with respect to such entry. Before entering the property of the Commonwealth the undersigned must execute, date, and deliver this agreement to the Division of Capital Asset Management and Maintenance.

Signature

Date

Print Name

Date

Organization

RESPONSE TO REQUEST FOR PROPOSALS

Distributed Antenna System Node or Small Cell

Site Wireless Telecommunications Leasing

Western Massachusetts Hospital, Westfield, Massachusetts

Project Number: DPH1903AD1 **dated _____, 2019**

Issued by:

Commonwealth of Massachusetts

Division of Capital Asset Management and Maintenance

Boston, MA 02108

DCAMM Contact Person: Rayna Z. Rubin, Project Manager

Division of Capital Asset Management and Maintenance

Office of Real Estate Management

One Ashburton Place, 15th Floor,

Boston, Massachusetts 02108-1511

The undersigned proposes to lease the Property from the Commonwealth of Massachusetts upon the terms and conditions specified in this Proposal.

I have read, understand, and agree to comply with the terms and conditions set forth in the RFP, including, without limitation, the obligation to execute the Lease and other legal documents referenced in Section 1. of the RFP.

I agree that all expenses related to the preparation of this Proposal, including, without limitation, any costs related to any brokerage or third party representation engaged by the proposer, are at the Proposer's sole expense.

FIRM SUBMITTING RESPONSE

Signature of Authorized Officer

Printed Name of Authorized Officer

Position/Title

Name of Firm

Address

Phone Number

E-Mail

**Full Spectrum, Distributed Antenna System Node or Small Cell Site Wireless Telecommunications
Leasing
Western Massachusetts Hospital, Westfield, Massachusetts
Project Number: DPH1903AD1**

EXHIBIT B PROPOSER SUBMISSION CHECKLIST

page 1 of 1

The following completed and signed items must accompany this response cover sheet:

Check box below to confirm submission

- ☐ A. Exhibit A – Proposal Response Cover Sheet
- ☐ B. Exhibit B – Proposer Submission Checklist
- ☐ C. Proposal Narrative
- ☐ D. FCC License
- ☐ E. Proposal Submission Fee Copy (Check submitted separately)
- ☐ F. Project Financing
- ☐ G. Implementation Plan and Project Schedule
- ☐ H. Proposer Qualifications
- ☐ I. References
- ☐ J. Proposed Property Development Plan – Exhibit C
- ☐ K. Proposed Tenant Rent and Co-Locator/Co-Use Rent Schedule – Exhibit D
- ☐ L. Disclosure of Beneficial Interest Form – Exhibit E

EXHIBIT C PROPOSED PROPERTY DEVELOPMENT PLAN

(To be completed by the Proposer)

EXHIBIT D PROPOSED TENANT RENT AND CO-LOCATOR/CO-USER RENT SCHEDULE

Page 1 of 1

(To be completed by the Proposer) *

The proposed **Rent** for Lease-years 1 through 5 payable by **Tenant** to **Landlord** on the **Rent Commencement Date** is as set forth below. **Tenant's Rent** is subject to an annual increase thereafter beginning in Lease Year 6 of (i) 3.5% per year over the previous year Rent, or (ii) an increase equal to the previous year's percentage increase in the CPI-U, whichever is higher, but under no circumstances shall Tenant's rent decrease.

RENT

Lease-year 1 \$ _____

Lease-year 2 \$ _____

Lease-year 3 \$ _____

Lease-year 4 \$ _____

Lease-year 5 \$ _____

PERCENTAGE RENT

Percentage Rent for each Co-Locator/Co-User due annually for each year during the Initial Term shall be _____% of Tenant's Rent. See sections 5.4 and 18.1 of the Lease (Appendix A).

Proposer Name: _____

Title: _____

Company Name: _____

Date: _____

EXHIBIT E DISCLOSURE OF BENEFICIAL INTEREST

**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)**

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

**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:

**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)**

- (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