

U.S. GOVERNMENT LEASE FOR REAL PROPERTY  
(Short Form)

1. LEASE NUMBER  
GS-06P-LKS41037

PART 1 - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

2. The Government of the United States of America is seeking to lease approximately 54 parking spaces located in Wichita, Kansas for occupancy not later than December 1, 2015 for a term of 5 years, expiring on November 30, 2020.  
3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS September 5, 2014.

B. STANDARD CONDITIONS AND REQUIREMENTS

4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):

- a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.
- b. The Lessor shall provide a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the parking lot in conformance with all applicable current (as of the date of this solicitation) codes and ordinances.
- c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety.
- d. The leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).
- e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations.
- f. Services, utilities, and maintenance will be provided daily, except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times without additional payment.
- g. The Lessor shall complete any necessary alterations within 30 days after receipt of approved layout drawings.
- h. The Offeror must have an active registration in the Central Contractor Registration (CCR) database, now the System for Award Management (SAM), via the Internet at [HTTPS://WWW.ACQUISITION.GOV](https://www.acquisition.gov), prior to final proposal revisions. This registration service is free of charge. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active SAM Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the SAM system.

5. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

- |  |   |   |  |   |
|--|---|---|--|---|
| <input type="checkbox"/> HEAT                    | <input checked="" type="checkbox"/> TRASH REMOVAL       | <input type="checkbox"/> ELEVATOR SERVICE | <input type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input checked="" type="checkbox"/> OTHER (Specify below) |
| <input type="checkbox"/> ELECTRICITY             | <input type="checkbox"/> CHILLED DRINKING WATER         | <input type="checkbox"/> WINDOW WASHING   | <input type="checkbox"/> PAINTING FREQUENCY                            | <u>Lawn Care</u>  |
| <input type="checkbox"/> POWER (Special Equip.)  | <input type="checkbox"/> AIR CONDITIONING               | Frequency:                                | <input type="checkbox"/> Space   |   |
| <input type="checkbox"/> WATER (Hot & Cold)      | <input type="checkbox"/> TOILET SUPPLIES                | <input type="checkbox"/> CARPET CLEANING  | Public Areas:  |   |
| <input checked="" type="checkbox"/> SNOW REMOVAL | <input checked="" type="checkbox"/> JANITORIAL CLEANING | Frequency:                                |  |   |

6. OTHER REQUIREMENTS

The Lessor shall maintain the leased premises in a clean condition and shall provide supplies and equipment for the term of the lease. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

- 1. Daily. Dispose of all trash and garbage within or around the parking area.
- 2. Weekly. Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. All mowing must be completed before or after normal business hours which consist of 8 a.m. to 5 p.m.
- 3. As Required. The Lessor shall remove snow and ice before the normal business hours and continue throughout the day to prevent a slip hazard. Chemicals and sand shall be used to reduce safety hazards due to ice and snow. The Lessor shall ensure there is an adequate supply of chemicals and sand on site or readily available to cover unexpected snow and ice occurrences. When snow is plowed onsite, the Lessor will ensure the contractor puts the snow in an area that will not hinder operations or block cars from leaving or entering the parking area.

7. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

8. BASIS OF AWARD

- THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER PARKING SPACE.
- OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING:
  - SIGNIFICANTLY MORE IMPORTANT THAN PRICE
  - APPROXIMATELY EQUAL TO PRICE
  - SIGNIFICANTLY LESS IMPORTANT THAN PRICE
  - (Listed in descending order, unless stated otherwise):

Initials: MSD & QJB  
Lessor Government  
Government Lessor

**PART II - OFFER (To be completed by Offeror/Owner and remain open until lease award)**

**A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT**

1. NAME AND ADDRESS OF BUILDING <i>(Include ZIP Code)</i>  South West Corner of 3 <sup>rd</sup> Street and North Main Wichita, Kansas 67202	2. LOCATION(S) IN BUILDING <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">a. FLOOR(S) N/A</td> <td style="width:50%;">b. ROOM NUMBER(S) N/A</td> </tr> <tr> <td>c. SPACES 54 Parking Spaces Common Area Factor N/A</td> <td>d. TYPE  <input type="checkbox"/> GENERAL OFFICE (300 USF) <input checked="" type="checkbox"/> OTHER <i>(Specify)</i>  <input type="checkbox"/> WAREHOUSE 54 Parking Spaces                 </td> </tr> </table>	a. FLOOR(S) N/A	b. ROOM NUMBER(S) N/A	c. SPACES 54 Parking Spaces Common Area Factor N/A	d. TYPE <input type="checkbox"/> GENERAL OFFICE (300 USF) <input checked="" type="checkbox"/> OTHER <i>(Specify)</i> <input type="checkbox"/> WAREHOUSE 54 Parking Spaces
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**B. TERM**

3. To have and to hold, for the term commencing on December 1, 2015 and continuing through November 30, 2020 inclusive. The Government may terminate this lease in whole or in part at any time by giving at least 60 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

**C. RENTAL**

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

5. AMOUNT OF ANNUAL RENT 12/1/2015-11/31/2016 \$27,794.75 12/1/2016-11/31/2017 \$28,682.59 12/1/2017-11/31/2018 \$29,487.45 12/1/2018-11/31/2019 \$30,372.07 12/1/2019-11/31/2020 \$31,283.24	7. HVAC OVERTIME RATE PER HOUR N/A	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO <i>(Name and Address)</i> City of Wichita 455 North Main Wichita, Kansas 67202
6. RATE PER MONTH 12/1/2015-11/31/2016 \$2,316.23 12/1/2016-11/31/2017 \$2,390.22 12/1/2017-11/31/2018 \$2,457.29 12/1/2018-11/31/2019 \$2,531.01 12/1/2019-11/31/2020 \$2,606.94		

9a. NAME AND ADDRESS OF OWNER *(Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)*  
 City of Wichita, 455 North Main, Wichita, KS 67202

9b. TELEPHONE NUMBER OF OWNER [REDACTED]	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER <i>(Specify)</i>
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11a. NAME OF OWNER OR AUTHORIZED AGENT <i>(Type or Print)</i> Carl Brewer	11b. TITLE OF PERSON SIGNING Mayor
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11d. DATE
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[REDACTED SIGNATURE]

[REDACTED SIGNATURE] &  
 Director of Law



Initials:    &     
 Lessor                      Government  
 Government                Lessor

**PART III - AWARD (To be completed by Government)**

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

- a. Lessee shall be liable for all taxes levied against personal property, furniture, or fixtures placed by Lessee in the demised premises. If any such taxes for which Lessee is liable are levied or assessed against the Lessor, or Lessor's property, or if the assessed value of the Lessor's property is increased by inclusion of such personal property of the Lessee, the Lessee shall pay all such taxes within twenty (20) days from the date of a demand notice from the Lessor. If Lessee's use of the property causes ad valorem taxes to be levied against the leased premises, the Lessee shall be responsible for payment of all such ad valorem taxes. Lessee shall pay all such taxes within twenty (20) days from the date of a demand notice from the Lessor.
- b. The Lessor may terminate this lease in whole or in part at any time by giving at least 180 days notice in writing to the Government.
- c. The Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal in the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonable withheld, conditioned or delayed.
- d. The rent will not include annual escalation for services.
- e. The rent will not be subject to tax adjustments.

**2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.**

3a. NAME OF CONTRACTING OFFICER (Type or Print)

DATE

Gayle S. Dunning

2-17-14

Initials: GD & CPB  
Lessor Government  
Government Lessee