



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
PURCHASING DEPARTMENT

525 N. Main, Suite 823 ~ Wichita, KS 67203

Phone: 316 660-7255 Fax: 316 383-7055

<http://sedgwickcounty.org/finance/purchasing.asp>

Request for Proposal
Judge Riddel Boys Ranch Property Lease
#14-0078

August 6, 2014

Sedgwick County, Kansas (hereinafter referred to as "County") is offering to lease the property, buildings, related equipment and all site improvements including perimeter and interior fencing for the property formerly known as the Judge Riddel Boys Ranch located at 25331 West 39th St. South, Goddard, KS. Sedgwick County requests proposals from interested organizations to lease the property outlined for a period of ten (10) years with possible mutually agreeable extensions. Proposals will be evaluated on the basis of how the overall interests of the County are best advanced and preserved.

Firms interested in submitting a response meeting all terms, conditions and requirements, shall provide an original and four (4) copies of the attached *Proposal Response Form* and requested supplemental information on or before **Wednesday, September 3, 2014 at 1:45 P.M. CDT**. Proposals must be sealed in an envelope and marked with the firm's name and address, proposal number, opening date and time. Late responses will not be accepted and will not receive award consideration. The time clock stamp in the Purchasing Department will determine the time of receipt.

To ensure that proposers have complete information prior to submitting their proposal, **a pre-proposal site visit has been scheduled for 3:00 p.m. CDT, Tuesday, August 12, 2014 at 25331 West 39th St. South, Goddard, KS 67052 (near Lake Afton)**. The primary objective of this site visit will be to tour the grounds indicated in this proposal request. While this is **not** a mandatory site visit, we strongly encourage your attendance as this will be the only opportunity you will have to tour the facilities with county staff.

Receipt of vendor proposals will only be acknowledged at the bid opening (no details or pricing will be read into record). After the evaluation process proposed base pricing for goods/services may be disclosed at the Board of Bids and Contracts meeting. Other information provided in your response will be considered proprietary and will not be divulged during the proposal evaluation process. Because purchases and contractual agreements of this nature require the expenditure of public funds and the use of public facilities, proposers shall understand that portions (potentially all) of their proposal (including final contracts) will become public record after acceptance of a proposal by the Board of County Commissioners. Accept our assurance that the information provided will be used for evaluating the ability of your firm to provide goods/services prior to award and will not be shared with any other persons not involved with the selection process.

Joe Thomas, C.P.M.
Purchasing Director

1. ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the County is seeking a solution, as described on the cover page and in the following background information section, not a bid/quotation meeting firm specifications for the lowest price. As such, **the lowest price proposed will not guarantee an award recommendation.** As defined in Charter Resolution No. 65, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the County. Those criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining whether to schedule meetings with vendors after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed equipment/service which best meets its required needs, quality levels, and budget constraints.**

2. COUNTY BACKGROUND and OBJECTIVES

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at nearly 503,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,700 persons, and hosts or provides a full range of municipal services, e.g. public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

Sedgwick County requests proposals from interested organizations to lease the property outlined for a period of ten (10) years with possible mutually agreeable extensions. Proposals will be evaluated on the basis of how the overall interests of the county are best advanced and preserved.

Definition of the limits of the leased property:

- See **attached map** of leased area shown shaded in light green.
- Includes the perimeter boundary fences at the limits of the property.
- Includes the waste treatment lagoons together with the fences and all related underground piping.

Intent of the RFP process is to:

- Identify a lessee for the property offering the best mutually beneficial proposal.
- Subsequent to the proposal process, negotiate the details and execute a formal lease agreement with the successful lessee in substantially the same form as attached to this RFP (see **Appendix A – Proposed Lease**).

Proposers should assume the following:

1. The property will be leased as is with no county operating or maintenance participation whatsoever.
2. The county will not make any capital improvements, major repairs or improvements to the property during the life of the lease.
3. Property insurance will be required by the lessee on an all risk basis with county permission for a per occurrence deductible greater than \$5,000.00. Sedgwick County must be listed as a loss payee on the policy. Copies of all property insurance policies must be provided. A list of insured buildings and their content values have been included for review (see **Appendix B – JRBR – Insured Buildings as of 7/31/2014**).
4. A condition of the lease will be to provide all necessary maintenance and repair to keep the buildings and property improvements in the same or better condition as when the lease becomes effective, allowing for normal wear and tear.

5. The entirety of the grounds/landscaping must be regularly maintained on an as-needed basis, meaning regularly mowed, edged, snow removed from walks and drives, as well as kept free of trash/debris.
6. Any alteration or improvements to the property will be subject to the review and approval of Sedgwick County; reasonable requests will not be refused.
7. The lessee is responsible for insuring their own contents and the value of any improvements and betterments. The value of any improvements and betterments to the facility become the property of Sedgwick County at lease termination.
8. The County will not allow sublease of this property.

3. MINIMUM FIRM REQUIREMENTS

The successful proposer(s) must meet the following requirements in order to provide a proposal:

- Provide at least three (3) references of property owners that proposer has leased property from during the past 5-10 years. Provide the business name, address, contact name, phone number, e-mail address, length of time of lease, and a brief description of location and property description. If you have not leased properties during this time period, please state in your proposal.
- Have knowledge of and comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the County shall be followed with respect to the contract.
- Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas in the form of a certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the contract documents, executed by the corporation's Secretary or Assistant Secretary.
- Identify a single point of contact for concerns and/or questions.
- Discuss any current local, state or federal violations and any ongoing litigation that may cause conflicts or affect the ability of the vendor to provide services and/or products.

4. SEDGWICK COUNTY'S RESPONSIBILITIES

To assist the successful respondent, Sedgwick County will do the following:

- Provide information, as legally allowed, in possession of the County, which relates to the County's requirements or is relevant to the specific project.
- Identify a single point of contact for concerns and/or questions.

5. SELECTION CRITERIA

The selection process will be based on the responses to this Request for Proposal and any interviews required verifying the qualifications of the respondent as required by this document. A committee of County staff will judge each vendor's response based on the following criteria:

1. Meeting or exceeding all Request for Proposal conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
2. References verifying qualifications of the proposer.
3. Offering a proposal both advantageous to the County and mutually beneficial.

Information provided by respondents in response to this Request for Proposal will be considered confidential by the County throughout the selection process, to the extent permitted by law.

Those submitting a proposal do so entirely at their expense. There is no expressed or implied obligation by Sedgwick County to reimburse any individual or firm for any cost incurred in preparing or submitting proposals, providing additional information when requested by Sedgwick County, or for participating in any selection interviews.

The review committee will select the proposals, which appear most beneficial to the County. These respondents may be asked to provide a presentation to the review committee during the evaluation period. No negotiations, decisions, or actions shall be initiated by any vendor as a result of any verbal discussion with any County employee prior to the opening of responses to this document.

Sedgwick County reserves the right to select and subsequently recommend for award, the proposer that best meets the county's required needs.

Sedgwick County also reserves the right to not award this contract.

6. CONFIDENTIAL MATTERS and DATA OWNERSHIP

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. **Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.**

7. INSURANCE COVERAGE

PROPERTY: The Provider shall provide a certificate of insurance naming Sedgwick County as loss payee on the policy. The insurable value must increase by a percentage range of 2% to 5% annually based on any increase of property value over time. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of the Provider to ensure that any and all approved subcontractors meet the minimum insurance requirements.

LIABILITY: The successful vendor shall furnish the county with certificates of insurance effecting coverage required by this clause. Sedgwick County shall be named as an additional insured on the CGL and auto insurance policy. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the county before lease agreement commences. Renewal of expiring certificates shall be furnished to the county 30 days prior to expiration.

The following minimum coverage is generally required of vendors providing services:

Workers' Compensation	Applicable State Statutory
Employer's Liability	\$100,000.00
Contractor's Liability Insurance	Form of insurance shall be by a
Comprehensive General Liability and Comprehensive Automobile Liability	

Bodily Injury

Each Occurrence	\$500,000.00
Aggregate	\$500,000.00

Property Damage	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Personal Injury	
Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00
Automobile Liability – Owned, Non-owned and Hired	
Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00
Professional Liability	\$500,000.00

NOTE: The lessee is responsible for insuring their own contents and the value of any improvements and betterments. The value of any improvements and betterments to the facility become the property of Sedgwick County at lease termination.

8. CONTRACT TERM

The contract lease term will be for a minimum of ten (10) years with options to renew, mutually acceptable to both parties.

9. QUESTIONS and CLARIFICATIONS

Any questions regarding this document must be submitted in writing to Joe Thomas at Joseph.Thomas@sedgwick.gov by 5:00 P.M. CDT Friday, August 15, 2014. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at www.sedgwickcounty.org/finance/purchasing.asp under Current RFPs/RFQs by 5:00 P.M. CDT Wednesday, August 20, 2014. **Vendors are responsible for checking the website and acknowledging any addenda on their response form.**

10. INDEMNIFICATION

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the providers performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney’s fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

11. TERMINATION

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the providers performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney’s fees.

This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

12. TENTATIVE TIMELINE

The following dates are provided for informational purposes and are subject to change without notice:

Request for Proposal Issued -----	August 6, 2014
Pre-proposal site visit at 3:00 P.M. CDT -----	August 12, 2014
Question Submittal Deadline by 5:00 P.M. CDT-----	August 15, 2014
Addendum Issued by 5:00 P.M. CDT-----	August 20, 2014
Proposal Due Date by or before 1:45 P.M. CDT-----	September 3, 2014
Bid Board Recommendation -----	September 11, 2014
Board of County Commissioners Award -----	September 17, 2014

13. REQUEST FOR PROPOSAL CONDITIONS

In submitting a response to this Request for Proposal, vendors hereby understand the following:

1. Pricing offered in the proposal document will be provided to other local governments and governments whom Sedgwick County regularly enters into agreements.
2. Alternate proposals (two or more proposals submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.
3. Sedgwick County will retain the right to reject any part of or any and/or all proposals received, or to accept any item or items in the proposal, if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County. It will further be understood that each responder’s sureties and insurers are subject to the approval of the County.
4. Sedgwick County may award a purchase contract, based on initial offers received, without discussion of such offers. **A vendor’s initial offer should therefore be based on the most favorable terms available from a price and technical standpoint.** The County may, however, have discussion with those vendors that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such proposers, and make an award and/or conduct negotiations thereafter.
5. Sedgwick County reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the County.
6. Proposals may not be withdrawn for a period of 120 days following the opening of this *Request for Proposal*. Prices **MUST** also be free of duties, federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.

7. Proposers MUST return the entire document with any supplementary materials to Sedgwick County, Kansas, Purchasing Department, 525 North Main, 8th Floor, Suite 823, Wichita, KS 67203, on or before 1:45 p.m. on the proposal due date. The time clock stamp in the Purchasing Department will determine the time of receipt. Bids and Proposals will be opened and acknowledged at 2:00 p.m. the same day and location unless other specified.
8. Envelopes/container containing Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal due date, and proposal opening time.
9. Sedgwick County interprets the term "lowest responsible and best bidder/proposer" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the proposal, and (b) determine which proposal is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as labor cost, service and parts availability, and maintenance costs of items upon which proposals are received. Sedgwick County can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective responders.
10. All requested information must be supplied. If proposers cannot respond to any part of this request proposers should state the reason they cannot respond. Proposers may provide supplemental information, if necessary, to assist Sedgwick County in analyzing their proposal.
11. A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and shall become binding for all terms set forth herein, when it is accepted by the service provider by acknowledgment or performance, and subject to the terms and conditions of the County to be memorialized by written agreement.
12. After the award, if the successful contractor/supplier refuses or fails to make deliveries of the materials/services within the times specified in the *Request for Proposal*, purchase order or contractual agreement, Sedgwick County may, by written notice, terminate the contract OR purchase order. The successful respondent will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
13. The proposer responding to this proposal proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
14. If a response to this Request for Proposal is accepted, the proposer agrees to execute and deliver to the County a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Proposer.
15. Prior to a vendor being awarded a contract, Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.
16. Sedgwick County will not award to any vendor that is currently listed in the exclusion records of the SAM (System for Award Management) website maintained by the General Services Administration (GSA) or to any vendor presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
17. The proposer hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Proposal, understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the Request for Proposal and documents. The Proposer further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

18. It will be understood that any proposal and any/all referencing information submitted in response to this Request for Proposal will become the property of Sedgwick County, and will not be returned. Sedgwick County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation. Any confidential or proprietary information should be clearly marked.
19. Sedgwick County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
20. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas.
21. County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
22. No prepayment of any kind will be made prior to implementation. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.
23. Unless specified elsewhere in the document, all prices quoted must be F.O.B. Destination, Freight Prepaid and Allowed, which will include all delivery, handling, and any other charges related to delivery including surcharges.
24. The successful proposer may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable. If the successful proposer is a business associate as that term is defined under HIPAA, the contract shall include the County's standard business associate addendum. A copy of that standard addendum is available on request.
25. The successful proposer agrees all data, records and information, which the proposer, including its agents and employees, obtains access to for the purposes of this proposal, remains at all times exclusively the property of Sedgwick County. Proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information.
Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.
26. The Proposer agrees to comply with K.S.A. 44-1030, and hereby agrees that:
 - a. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability;
 - b. In all solicitations or advertisements for employees, he or she will include the phrase, 'Equal Opportunity Employer,' or a similar phrase to be approved by the Kansas Commission on Human Rights;
 - c. If he or she fails to comply with the manner in which he reports to the Kansas Commission on Human Rights, he will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas;
 - d. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas; and,
 - e. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.

27. The successful proposer agrees all project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Act (ADA), including the 2008 ADA Amendments Act, and 2010 ADA Standards for Accessible Design.
28. The successful proposer agrees all contractors/subcontractors performing new construction, maintenance, alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the 2010 ADA Standards for Accessible Design. Any violation of the provisions of the ADA or 504, or specification deficiencies, should be reported to the county's ADA coordinator. Failure to notify the county's ADA coordinator for remedy may be considered a breach of contract and may be grounds for cancellation, termination for suspension, in whole or in any part of the contract. All construction plans will have the county's ADA coordinator approval prior to beginning any work.
29. Sedgwick County is desirous of allowing as many Kansas vendors as possible the opportunity to participate including minority men and women-owned businesses, and small businesses in the roles of providing goods and services to Sedgwick County. If your company does not fall into any of these categories, your efforts to contract with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact purchasing department for details.
30. By submission of a response, the Proposer agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.
31. No gifts or gratuities of any kind shall be offered to any County employee at any time.
32. The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open, and competitive proposing among all vendors.
33. Prior to the opening of proposals, proposers may correct, modify, or withdraw their proposals. A proposer who wishes to withdraw a proposal must make the request in writing to the Purchasing Director. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope clearly identifying the envelope as being a correction or modification to the proposer's proposal.

14. PROPOSAL CONTENT

Proposal response must include the following:

1. Proposal Response Form completed and signed. Acknowledge any addenda issued on the response form.
2. Provide detailed information outlining proposed offer, qualification of firm and personnel.
3. Provide a brief overview and history of your company.
4. Provide three (3) references for which your organization has leased properties during the last 5-10 years. Include name of business entity, address, phone number, contact person and title.
5. Contact information of designated person or persons that will be assigned to the County.
6. Any additional information necessary to assist the County in evaluating your proposal.
7. Provide copies of insurance policies and other documentation requested in this RFP.
8. Submit an original and four (4) copies of your proposal.

Proposal Response Form
Judge Riddel Boys Ranch Property Lease
#14-0078

The undersigned, on behalf of the Proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAX PAYER I.D. NUMBER _____ STATE INCORPORATED _____

COMPANY WEBSITE ADDRESS _____ E-MAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

Partnership _____ Small Business _____ Manufacturer _____ Distributor _____ Retail _____ Dealer _____

General Nature of Business _____ FEIN/SS # _____ W-9 included _____

Not a Minority Owned Business _____ Minority Owned Business: _____ Certification # _____

African American _____ Asian _____ Hispanic _____ Native American _____ Other _____ Woman Owned Business _____

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty.org/finance/purchasing.asp.

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

Signature _____ Title _____

Print Name _____ Dated _____

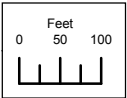


JRBR Lease Limits

Sedgwick County, Kansas



Legend



Date: 7/8/2014

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.

APPENDIX A – PROPOSED LEASE

THIS LEASE is made and entered into as of _____, 2014, by and between Sedgwick County, Kansas (“**Landlord**”), and _____ (“**Tenant**”).

WITNESSETH:

Landlord leases to Tenant, on the terms and conditions set forth in this Lease, the following property (the “**Premises**”): (i) the real property located in Sedgwick County, Kansas as more particularly described in Exhibit A attached and made a part hereof, having a street address of 25331 W. 39th Street South Kansas (the “**Land**”), (ii) the buildings, attached as Exhibit B and made a part hereof (iii) all other improvements now or hereafter located on the Land (the “**Improvements**”), and (iv) all other rights and easements appurtenant to the Premises.

SECTION 1. TERM.

1.01. Term. (a) The term of this Lease shall be for approximately ten (10) years (the “**Term**”), commencing on the _____ (“**Commencement Date**”) and ending at 11:59 p.m. _____, 202_. Tenant shall have the right to enter upon the Premises prior to Commencement Date for the purposes of moving and installing its trade fixtures, equipment and furniture; provided, however, Tenant shall obtain Landlord’s consent to any such entry prior to Commencement Date, which consent shall not be unreasonably withheld.

SECTION 2. RENT

2.01. Rent (a) During the Term , Tenant shall pay to Landlord as annual rent for the Premises (“**Rent**”) the sum equal to \$_____ per annum starting on the Commencement Date and payable in monthly installments, due on the first day of the month in the amount of \$_____, to the following address:

2.02. Payments Applied at Landlord's Discretion. Landlord shall have the right to apply payments received from Tenant pursuant to this Lease (regardless of Tenant's designation of such payment(s)) to satisfy obligations of Tenant hereunder in such order and amounts as Landlord in its sole discretion may elect.

2.03. Taxes on Rent Payments. Tenant shall pay and be liable for all rental, sales and use taxes or other similar taxes, if any, levied or imposed on Rent payments by any city, county, state or other governmental body having authority, such payments to be in addition to all other payments required to be paid to Landlord by Tenant under the terms of this Lease. Any such payment shall be paid to Landlord concurrently with the payment of the Rent upon which such tax is based.

2.04. Additional Rent. All taxes, charges, costs and expenses which Tenant assumes or agrees to pay under any provision of this Lease, shall constitute additional rent. If Tenant shall fail to pay any such additional rent or any other sum due hereunder when the same shall become due, Landlord shall have all rights, powers and remedies with respect thereto as are provided herein or by

law in the case of non-payment of Rent which is then due and payable and shall, except as expressly provided herein, have the right to pay the same on behalf of Tenant. Tenant shall perform all of its obligations under this Lease at its sole cost and expense, and shall pay all Rent, additional rent and other sums due hereunder when due and payable, without notice or demand.

2.05. Net Lease. This Lease is a net lease and it is the intention of the parties that, Tenant shall be responsible for all costs and expenses of the ownership, taxes, insurance maintenance, repair and operation of the Premises incurred or relating to the period of time during the Term.

SECTION 3. TAXES; PERMITTED CONTESTS.

3.01. Taxes.

(a) Tenant shall pay, in addition to Rent and Additional Rent, prior to delinquency: (i) all taxes, assessments, levies and fees, and all other governmental charges, general and special, ordinary and extraordinary, including but not limited to the Sedgwick County Solid Waste Fee, which are during the Term imposed or levied upon or assessed against (A) the Premises, (B) any Rent or any additional rent or other sum payable by Tenant hereunder or (C) this Lease, the leasehold estate hereby created or which arises in respect of the operation, possession or use of the Premises; and (ii) all gross receipts or similar taxes (i.e., taxes based upon gross income which fail to take into account all customary deductions (e.g., depreciation and interest) relating to the Premises) imposed or levied upon, assessed against or measured by any Rent. Tenant shall not be required to pay any franchise, transfer, income or similar tax of Landlord (other than any tax referred to in clause (ii) above) unless such tax is imposed, levied or assessed in substitution for any other tax, assessment, charge or levy which Tenant is required to pay pursuant to this Section 3.01(a); provided, however, that if at any time during the term of this Lease, the method of taxation shall be changed such that there shall be levied, assessed or imposed on Landlord a capital levy or other tax directly on the rents received therefrom, or upon the value of the Premises or any present or any future improvement or improvements on the Premises, then all such taxes, assessments, levies or charges or the part thereof so measured or based, shall be payable by Tenant, but only to the extent that (i) such taxes are in lieu of and a substitute for any tax, levy or charge referred in the first sentence of this Section 3.01(a) and (ii) would be payable if the Premises were the only property of Landlord, and Tenant shall pay and discharge the same as herein provided. Tenant will furnish to Landlord, within 30 days after the due date for payment of tax, proof of payment of all items referred to above which are payable by Tenant. If any such assessment may legally be paid in installments, Tenant may pay such assessment in installments; in such event, Tenant shall be liable only for installments which become due and payable during the term hereof.

(b) All ad valorem real estate taxes and assessments which are due and payable in the first Lease Year and within one year after the expiration of the term of this Lease shall be prorated as of the date this Lease is executed and delivered by each of the parties or the date of expiration of the term of this Lease, whichever is applicable, on the basis of the fiscal year with respect to which such taxes are assessed, and assuming that such taxes are payable in arrears. Tenant shall be responsible for and shall pay the portion of such taxes relating to the periods

beginning with date of execution and delivery of this Lease through and including the expiration or earlier termination of this Lease.

SECTION 4. UTILITIES.

4.01. Utilities. Tenant shall at its sole cost and expense pay for all utility services required for the operation of or furnished to or consumed on the Premises during the Term, including, without limitation, gas, electricity, water, sewer, heat and telephone and all charges for any of the foregoing.

SECTION 5. USE.

5.01. Use. The Premises may be used and occupied by Tenant as a _____ facility and for any use incidental to or in connection with such use, and for any other uses that do not violate any laws, federal, state or local, or any regulations of any governmental authorities having jurisdiction over the Premises. Tenant will not permit any act to be done or condition to exist on Premises which may be dangerous or which may in law constitute a nuisance, or which may void or make voidable any insurance then in force. Tenant is responsible for securing appropriate zoning of Premises.

SECTION 6. MAINTENANCE.

6.01. Condition, Inspection and Acceptance of Property. Landlord has made no representation or warranty regarding the condition of the Premises or Building or their compliance with laws, statutes, regulations or codes, and by executing this Lease, Tenant represents that Tenant has inspected the Premises and accepts the Premises in “As-Is” condition. Tenant agrees it is solely responsible for verifying zoning requirements for Tenant’s use of Premises.

6.02. Tenant Responsibilities. Tenant, at its sole cost and expense, shall render repairs as needed to maintain the integrity of the structure of the building, defined as foundation, structural posts, beams, and the exterior of exterior walls, roof structures, and roofing. In addition, Tenant shall keep and maintain all of the Improvements now or hereafter located on the Premises and all additions thereto, in good repair throughout the Term and shall make all necessary repairs, replacements and renewals, foreseen or unforeseen, ordinary or extraordinary, in order to maintain such state of repair and condition; it being the intention of the parties that Landlord shall have no liability for any of the foregoing, including but not limited to those responsibilities as provided in the ADA Report. Tenant will maintain and repair the HVAC equipment in a commercially reasonable manner. Tenant shall take good care of the Premises and the fixtures and appurtenances therein. All damage or injury to the Building and to its fixtures, appurtenances and equipment or to the Building of which the same form a part or to its fixtures, appurtenances and equipment caused by Tenant moving property in or out of the Premises or by installation or removal of furniture, fixtures, or other property, or resulting from any cause of any kind or nature whatsoever due to carelessness, omission, neglect, improper conduct or other cause of Tenant, its servants, employees, agents, visitors, or other licensees shall be repaired, restored or replaced promptly by Tenant at its sole cost and expense to the satisfaction of Landlord. All aforesaid repairs, restorations

and replacements shall be in quality and class equal to the original work or installations. After good faith negotiations have occurred, if Tenant fails to make such repairs, restorations or replacements in a prompt and diligent manner, the same may be made by Landlord at the expense of Tenant and collectible as Additional Rent or otherwise and shall be paid by Tenant within five (5) days after presentment of a bill or statement therefore. Alterations, additions, improvements, and immovable fixtures shall become the property of the Landlord upon installation.

6.04. Limitations to Landlord's Liabilities. Notwithstanding any other provision to the contrary, and absent negligence or intentional conduct of the Landlord or its agents, Landlord or its agents shall not be liable for any latent defect in the Premises, Improvements or Buildings. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises, Improvements or in the Building or of defects herein or in the fixtures of equipment.

SECTION 7. ALTERATIONS.

(a) Tenant shall make no structural modifications, alterations or improvements to the Premises without Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed. Tenant may, without Landlord's consent, make nonstructural modifications, alterations and improvements. All modifications, alterations and improvements shall be made in good and workmanlike manner and shall not weaken the structure of or materially lessen the value of any structure on Premises. All modifications, alterations and improvements shall become the property of Landlord at the expiration or earlier termination of this Lease. Tenant may, without Landlord's consent, install temporary partitions, shelves, bins, equipment, trade fixtures and other personal property in the buildings on Premises. Those items shall remain Tenant's property and may be removed by Tenant prior to the expiration or earlier termination of this Lease. Tenant shall repair any damage to the Premises caused by such removal.

(b) Additional locks or bolts of any kind which have not been approved by Landlord and operable by the Master Key for the Building shall not be placed upon any of the doors or windows by any tenant, nor shall any changes be made in locks or the mechanism thereof which shall make such locks inoperable by said Master Key. Landlord will furnish two keys for the tenant entry door lock in the Premises. Additional keys will be ordered through Landlord and paid for by Tenant. Tenant shall not permit additional keys to be made. Each Tenant shall, upon the termination of its tenancy, turn over to Landlord all lock combinations and keys of stores, offices, toilet rooms, left safes and vaults, either furnished to, or otherwise procured by, such Tenant, and in the event of the loss of any keys furnished by Landlord, such Tenant shall pay to Landlord the cost thereof. Landlord reserves the right to retain passkeys to all doors within and into the Premises.

(c) If Tenant desires fiber optic, telephonic, cable, or similar connections, the Landlord will direct the electricians as to where and how the wires are to be introduced, and without such written directions no boring or cutting for wires will be permitted.

SECTION 8. LIENS.

8.01. Liens. Tenant will not create or permit to be created or remain, and will promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Premises or any

part thereof or upon Tenant's leasehold interest therein, which arises out of the use or occupancy of the Premises by Tenant or by reason of any labor and material furnished or claimed to have been furnished to Tenant or by reason of any construction, addition, alteration, repair or restoration of any part of the Premises, by Tenant. In the event that any such lien shall be filed against the Premises, Tenant shall cause such lien to be released or discharged by payment or bonding within 60 days after actual notice of the filing thereof. If Tenant fails to cause such lien to be relieved or discharged within such 60-day period, Landlord, after notice to Tenant, may pay and/or otherwise obtain discharge of such lien, and all expenditures and costs incurred thereby shall be payable by Tenant to Landlord within five days after Tenant's receipt from Landlord of a written demand for payment thereof. Notwithstanding anything to the contrary set forth in this Lease, Tenant shall not be required to pay, or obtain the discharge or release of the Premises from any such lien, encumbrance or charge or otherwise contest the validity of any such lien and/or claim and indemnify Landlord, if such lien, encumbrance or charge is the responsibility, obligation or liability of Landlord under the Work Letter.

SECTION 9. RIGHT OF ENTRY.

9.01. Right of Entry. Upon 48 hours written prior notice to Tenant, Landlord shall have the right to enter the Premises during normal business hours to examine its condition, to make any repairs Landlord is required or permitted to make hereunder, or to show the Premises to persons interested in purchasing or leasing the same. Each entry by Landlord in accordance with this paragraph shall be made in such a manner as will not unreasonably interfere with Tenant's use of the Premises.

9.02. Easements. Tenant acknowledges that Landlord may require easements to access adjoining property owned by Landlord.

SECTION 10. COMPLIANCE WITH LAWS.

10.01. Compliance. During the Lease term, Tenant, at its expense, shall comply with all present and future laws and regulations applicable to its use and occupancy of the Premises. Tenant agrees to hold Landlord harmless from any cost, expense or liability that may be imposed or assessed against Landlord in connection with Tenant's noncompliance with any such law or regulation.

10.02. ADA Compliance. Notwithstanding the foregoing, Tenant, at its sole costs and expense, shall construct and install any changes or modifications to the Premises required as a result of any current and future requirements resulting from changes to the Americans With Disabilities Act (and ADAAG), as amended. Attached to this lease, and incorporated herein as Exhibit C, is an ADA Report based on a 2006 county-wide assessment by an accredited ADA consultant. This report was adopted prior to the 2010 Amendments and focused on program accessibility for use as a juvenile residential facility. As a condition of this lease, tenant shall assume full responsibility for ADA compliance, including correction of structural inconsistencies identified in the report according to the assumed timeline on page one of the report. Failure to meet the deadline will result in termination of the lease within sixty (60) days of written notification by Landlord.

SECTION 11. INSURANCE.

11.01. Comprehensive General Liability Insurance. During the Term, Tenant shall keep in effect, at its sole expense, comprehensive general liability insurance covering the Premises and operations and providing coverage with minimum limits of liability of not less than \$500,000 for bodily injury to one person, \$1,000,000 for bodily injury to any group of persons as a result of one occurrence, and \$1,000,000 for property damage. Such policy shall name Landlord as an additional insured.

11.02. Casualty Insurance. During the Term, at its sole cost and expense, Tenant shall keep in effect broad form fire and extended coverage casualty insurance, insuring against loss by fire and all of the risks and perils usually covered by an "all risk" of physical loss endorsement to a policy of fire insurance, including, but not limited to, vandalism, malicious mischief and boiler, pressure vessel and machinery coverage, in an amount equal to not less than 100% of the full replacement value (the "**Insured Value**"). Such insurance shall be written by a company of recognized financial standing and every policy evidencing such insurance shall name Landlord as an additional insured thereunder.

11.03. General Provisions.

(a) The policies required by Sections 11.01 and 11.02 above shall contain an agreement by the insurer that it will provide not less than ten days' prior written notice of any cancellation of the policy to Tenant, Landlord and the holder of the first Mortgage on the Premises and that any loss otherwise payable under the policy shall be payable notwithstanding any act or negligence of Landlord or Tenant that might, absent such agreement, result in a forfeiture of all or a part of the insurance payment.

(b) At the commencement of the term of this Lease, Tenant shall deliver to Landlord certificates of the insurance required to be maintained under this Section. Tenant shall also deliver to Landlord at least ten (10) days prior to the expiration date of any such policy (or of any renewal policy), certificates for the renewal policy of this insurance.

(c) After any loss insured against pursuant to Section 11.02 hereof, Tenant shall proceed with repair or rebuilding if and as required by Section 14.01 hereof and the net proceeds of such insurance shall be made available to Tenant to pay the costs of such repair and rebuilding; all costs of such repair or rebuilding in excess of the net insurance proceeds shall be paid by Tenant, and any surplus proceeds shall upon the completion thereof be paid by Tenant to Landlord. If the net proceeds of such insurance are not promptly made available to Tenant to pay the costs of such repair and rebuilding, then in addition to any other remedies available to Tenant by reason of such default of Landlord, Tenant may deduct the cost of such repair and rebuilding plus interest thereon from the next ensuing installments of Rent coming due until all such sums plus interest are recovered or Tenant may terminate this Lease by giving Landlord written notice of such termination, and such termination shall be effective as of the date of such notice. If the Lease is so terminated, Landlord shall refund to Tenant any rent prepaid beyond the effective date

of termination, and Tenant will be released of all liabilities and obligations arising on or after the effective date of such termination.

(d) All insurance proceeds in the hands of the Tenant, Landlord or the holder of the first Mortgage on the Premises at the time of expiration or earlier termination of this Lease, and all insurance proceeds thereafter received by such holder, Landlord or Tenant under any policy of insurance required to be maintained by Tenant pursuant to this Lease, shall be the sole and exclusive property of Landlord and such holder, except to the extent any such proceeds were paid or are payable with respect to the loss or damage of Tenant's trade fixtures and personal property.

(e) Should Tenant fail to effect, maintain or renew any insurance provided for in this Lease, or to pay the premium therefor, or to deliver to Landlord any of such certificates, then and in any of said events Landlord, at its option, but without obligation to do so, upon fifteen (15) days prior notice to Tenant of its intention so to do, may procure such insurance. Any sums expended by Landlord to procure any such insurance shall be additional rent hereunder and shall be paid by Tenant to Landlord within thirty (30) days following the receipt of a written demand for payment thereof.

SECTION 12. WAIVER OF LIABILITY AND SUBROGATION.

12.01. Waiver of Liability and Subrogation. Landlord and Tenant on behalf of themselves and all others claiming under them, including any insurer, waive all claims against each other, including all rights of subrogation, for loss or damage to their respective property (including, but not limited to, the Premises) arising from fire, smoke damage, windstorm, hail, vandalism, theft, malicious mischief and any of the other perils normally insured against in an "all risk" of physical loss insurance policy, regardless of whether insurance against those perils is in effect with respect to such party's property and regardless of the negligence of either party. If either party so requests, the other party shall obtain from its insurer a written waiver of all rights of subrogation that it may have against the other party.

SECTION 13. INDEMNIFICATION.

13.01. Indemnification. Except to the extent liability is waived under Section 12 above, Tenant shall indemnify and hold Landlord harmless against any and all claims, liabilities, damages or losses resulting from injury or death of any person or damage to property occurring on or about the Premises, or resulting from any breach of default of the agreement, or in any manner in conjunction with the use and occupancy of the Premises in whole or in part, unless the death, injury or damage was sustained as a result of any intentional, willful or negligent act of Landlord, Landlord's agents or employees.

SECTION 14. DAMAGE AND DESTRUCTION.

14.01. Damage and Destruction.

(a) Except as hereinafter provided, if during the Term any of the Improvements shall be damaged or destroyed by fire or any other casualty which is covered by the policy of insurance required pursuant to Section 11.02 hereof and the net proceeds of such insurance are paid to Tenant, Tenant shall thereafter commence and diligently prosecute to completion, at Tenant's sole expense, the repair or rebuilding of the Improvements or portion thereof which was damaged, in a good and workmanlike manner using materials of first grade and quality, in accordance with the same plans and specification with which the Improvements were originally constructed or such other plans and specifications satisfactory to Tenant and Landlord, which Landlord shall not unreasonably disapprove. Notwithstanding the foregoing in the event the Improvements are damaged or destroyed and if either (a) the cost to repair or replace the Improvements exceeds 60% of the Insured Value (as defined in Section 11.02 hereof) or (b) such repair and replacement cannot reasonably be completed within one hundred eighty (180) days of the date of the damage or destruction, then Tenant may, at its option, terminate this Lease upon such date as is set forth in a written notice given to Landlord within thirty (30) days of the date of the damage or destruction; provided, however, that the date of termination shall be no less than five (5) and no more than sixty (60) days after the notice date and in no event shall Tenant terminate this Lease upon the occurrence of an insured loss unless it has maintained the insurance specified in Section 11.02 in an amount not less than the Insured Value, or makes available to fund restoration the difference between the amount which the insurer will pay for rebuilding and restoration and the amount that would have been payable if Tenant had kept the Leased Premises insured for the Insured Value.

(b) In the event of damage or destruction described in Section 14.01(a) above, all Rent thereafter accruing shall be equitably and proportionately suspended or adjusted from the date of such damage or destruction until completion of repair or rebuilding, in proportion to the ratio that the untenable area of the damaged structure or improvement bears to the total area of the structure or improvement except that in the event the damage or destruction is so extensive that Tenant cannot use the structure or improvement without substantial interference, the Rent shall be completely abated until such repair or rebuilding is completed. Any prepaid Rent

attributable to periods subsequent to such damage or destruction which is in excess of the adjusted Rent, if any, thereafter due Landlord for such periods, shall be applied to payment of the installment(s) of Rent due Landlord after the date of such damage or destruction.

SECTION 15. CONDEMNATION.

15.01. Condemnation.

(a) If (i) the Premises are taken by any entity with the power of eminent domain (a "**Condemning Authority**") or if the Premises are conveyed to a Condemning Authority by a negotiated sale, or if part of the Premises is so taken or conveyed such that the Improvements cannot be rebuilt so that upon completion Tenant may again use the Premises without substantial interference, or (ii) due to any such taking or conveyance, access to the Premises by motor vehicles and trucks as operated by Tenant, its contractors and its customers in the course of Tenant's business as theretofore conducted, is substantially impaired or terminated, then in any such event, Tenant may terminate this Lease by giving Landlord written notice at any time after the occurrence of any of the foregoing and such termination shall be effective as of the date possession is taken by the Condemning Authority. If this Lease is terminated pursuant to this Section 15.01(a), Tenant will be released of all liabilities and obligations arising on or after the effective date of such termination.

(b) If part of the Premises are so taken or conveyed without substantially interfering with the use of the Premises, this Lease shall not terminate. In such event, Landlord shall pay to Tenant all awards and other compensation or sums received in connection with such taking or conveyance and Tenant shall apply all such amounts it receives from Landlord to the extent necessary to pay the cost of restoring the Improvements and/or the Premises to a complete architectural unit suitable for Tenant's use and business on the Premises, and any balance remaining after payment of the costs of such restoration shall be paid to Landlord. If Landlord does not promptly pay Tenant such award, compensation or other sums due to Landlord for such taking or conveyance, then Tenant may deduct the cost of restoring the Improvements, plus interest thereon from the next ensuing installments of Rent until all such costs and interest are recovered, or by written notice to Landlord terminate this Lease, and such termination shall be effective as of the date of such notice. If the Lease is so terminated, Tenant will be released of all liabilities and obligations arising on or after the effective date of such termination.

(c) Except in the event that Tenant undertakes to reconstruct or restore the Improvements to a complete architectural unit suitable for Tenant's use and business pursuant to Section 15.01(b) above, all payments made for any taking or conveyance of the Premises as described in Section 15.01(b) above shall be the property of Landlord, except that any compensation attributable to leasehold improvements or fixtures installed or constructed upon the Leased Premises at the cost expense of Tenant or its sub-Tenants shall be the property of Tenant. In the event that Tenant undertakes restoration or reconstruction of the Improvements as aforesaid, Tenant shall be entitled and Landlord shall pay to Tenant all payments and awards made with respect to such taking or conveyance, provided that if the total amount thereof is not

required by Tenant to fund the cost of such reconstruction and restoration, any excess shall be returned to Landlord.

SECTION 16. DEFAULTS AND REMEDIES.

16.01. Defaults. Any of the following occurrences or acts shall constitute an event of default (“**Events of Default**”) by Tenant under this Lease: (i) if Tenant shall (A) fail to pay any Rent, additional rent or other sum, as and when required to be paid by Tenant hereunder and such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant, or (B) fail to observe or perform any other provision hereof and such failure shall continue for thirty (30) days after notice to Tenant of such failure or such longer period as reasonably may be required to cure such default if the same cannot be cured within such 30-day period and Tenant commences to effect the cure within such 30-day period and thereafter diligently prosecutes such cure to completion; (ii) if Tenant shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any federal or state bankruptcy law or any similar federal or state law, or shall be adjudicated a bankrupt or shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due, or if a petition or answer proposing the adjudication of Tenant as a bankrupt or its reorganization pursuant to any federal or state bankruptcy law or any similar federal or state law shall be filed in any court and Tenant shall consent to or acquiesce in the filing thereof or such petition or answer shall not be discharged or denied within 60 days after the occurrence of any of the foregoing; or (iii) if a receiver, trustee or liquidator of Tenant or of all or substantially all of the assets of Tenant or of the Premises or Tenant’s leasehold interest therein shall be appointed in any proceeding brought by Tenant, or if any such receiver, trustee or liquidator shall be appointed in any proceeding brought against Tenant and shall not be discharged within 60 days after such appointment, or if Tenant shall consent to or acquiesce in such appointment.

16.02. Remedies.

(a) If an Event of Default shall have happened and be continuing, Landlord shall have the right to give Tenant notice of Landlord’s termination of the term of this Lease. Upon the giving of such notice, the term of this Lease and the estate hereby granted shall expire and terminate on the date set forth in such notice as fully and completely and with the same effect as if such date were the date herein fixed for the expiration of the term of this Lease, and all rights of Tenant hereunder shall expire and terminate, but Tenant shall remain liable as hereinafter provided.

(b) If an Event of Default shall have happened and be continuing, Landlord shall have the immediate right, whether or not the term of this Lease shall have been terminated pursuant to Section 16.02(a) above, to re-enter and repossess the Premises by summary proceedings, ejectment, any other legal action or in any lawful manner Landlord determines to be necessary or desirable. No such re-entry or repossession of the Premises shall be construed as an election by Landlord to terminate the term of this Lease unless a notice of such termination is given to Tenant pursuant to Section 16.02(a) above, or unless such termination is decreed by a court or other governmental tribunal of competent jurisdiction.

(c) At any time or from time to time after the reentry or repossession of the Premises pursuant to Section 16.02(b) hereof, whether or not the term of this Lease shall have been terminated pursuant to Section 16.02(a) hereof, Landlord shall use reasonable efforts to relet the Premises for the account of Tenant at a rental which is reasonable in light of the then existing market conditions in the community, in the name of Tenant or Landlord or otherwise, without notice to Tenant, for such terms or terms and on such other conditions and for such uses as Landlord, in its absolute discretion, may determine. Landlord may collect and receive any rents payable by reason on such reletting.

(d) In the event of any expiration or termination of the term of this Lease or re-entry or repossession of the Premises by reason of the occurrence of an Event of Default, Tenant will pay to Landlord all Rent to and including the date of such expiration, termination, re-entry or repossession, and all additional rent and other sums required to be paid by Tenant to and including the date of such expiration, termination, re-entry or repossession; and, thereafter, Tenant shall, until the end of what would have been the term of this Lease in the absence of such expiration, termination, re-entry or repossession, and whether or not the Premises shall have been relet, be liable to Landlord for, and shall pay to Landlord, as liquidated and agreed current damages: (i) all Base Rent on a current basis and all additional rent and other sums which would be payable under this Lease by Tenant in the absence of such expiration, termination, reentry or repossession, less (ii) the net proceeds, if any, of the reletting affected for the account of Tenant pursuant to Section 16.02(c) hereof, after deducting from such proceeds all expenses of Landlord in connection with such reletting (including, but not limited to, all repossession costs, brokerage commissions, reasonable attorneys' fees and expenses (including fees and expenses of appellate proceedings), employees' expenses, alteration costs and expenses of preparation for such reletting). Tenant will pay such current damages on the days on which Base Rent would be payable under this Lease in the absence of such expiration, termination, re-entry or repossession, and Landlord shall be entitled to recover the same from Tenant on each such day. If Landlord elects to terminate this Lease due to Tenant's default, then in lieu of collecting current damages from Tenant as provided hereinabove, Landlord may elect to recover as damages for loss of its bargain and not as a penalty, an aggregate sum that, at the time of occurrence of the Event of Default or recovery of possession of the Premises by Landlord, as the case may be, represents the then-present worth of the excess, if any, of the aggregate of the Base Rent payable by Tenant that would have accrued for the balance of the term of this Lease over the present value of the fair market rental value of the Premises for the balance of such term. Present value shall be determined by using a ten percent (10%) discount factor.

(e) If Tenant shall fail to make any payment or perform any act required to be made or performed under this Lease, Landlord, without waiving or releasing any obligation or default, may (but shall be under no obligation to), at any time, and upon reasonable notice to Tenant, make the payment or perform the act for the account of and at the expense of Tenant, and may enter upon the Premises for that purpose and take all actions as may be necessary to correct Tenant's breach. No such entry shall be deemed an eviction of Tenant. All sums so paid by Landlord and all costs and expenses (including, but not limited to, reasonable attorneys' fees and expenses) so incurred, together with interest thereon from the date of payment, shall constitute additional rent and shall be paid by Tenant to Landlord on demand.

(f) No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing by law, in equity or by statute.

(g) Costs of default. Landlord shall be entitled to recover from Tenant all legal costs and fees, including attorney fees, reasonably and necessarily expended in obtaining possession of Premises after a Default by Tenant.

16.03. Landlord's Default. In the event Landlord is in default under the terms of this Lease, then in any such event, Tenant may provide written notice of such default to Landlord pursuant to this Section 16.03. Upon the expiration of thirty (30) days following the giving of such notice, if Landlord (i) has failed to cure such default or (ii) in the case of a default (other than the payment of money) which by its nature cannot be completely cured within such thirty (30) day period, Landlord does not within such period commence to cure the default, and diligently pursue and complete the cure in a reasonable period of time, then in either such event Tenant may do all things necessary or desirable to remedy such default and perform the obligations of Landlord which have not been fully or properly performed. Landlord shall immediately upon demand reimburse Tenant for all costs and expenses (including, but not limited to, reasonable attorneys' fees and expenses) incurred by Tenant in connection with the foregoing plus interest thereon from the date of payment and, if Landlord fails to make such payment within thirty (30) days of Tenant's written demand, Tenant may set off the amount of all costs and expenses incurred by Tenant in connection with the foregoing plus interest thereon against Base Rent payments coming due under this Lease.

16.04. Force Majeure. The cure periods provided herein shall also be extended for any period of time during which the defaulting party is delayed in, or prevented from, curing due to fire or other casualty, or acts of God, strikes, lockouts, power shortages or outages, enactment, adoption, or promulgation of new laws. Notwithstanding the foregoing, there shall be no extended period in which to cure a monetary default.

SECTION 17 ASSIGNMENT AND SUBLETTING.

(a) Tenant will not assign, mortgage, pledge or encumber this Lease, or allow this Lease to be assigned by operation of law or otherwise, or sublet the Premises (except wholly owned subsidiaries or affiliate) or any part thereof, or use or permit same to be used for any other purpose than stated in Section ___ without the prior written consent of Landlord. Such permitted assignment or sublease shall not relieve Tenant from its obligation hereunder for the payment of rent or the performance of the conditions, covenants and provisions of this Lease. Tenant shall remain responsible for the Premises to be reasonably redecorated, altered or prepared for reletting and the reletting shall be at Tenant's sole expense, including reasonable brokerage fees and attorney's fees (to the extent allowed by law).

(b) Landlord shall have the right to transfer and assign, in whole or in part, any of its rights or obligations under this Lease, and in the Building and property referred to herein and, to the extent that such assignee assumes Landlord's obligations hereunder, Landlord shall by virtue of such assignment be released from such obligations.

SECTION 18. SURRENDER OF PREMISES.

18.01. Surrender of Premises. Upon the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord the Premises in good condition and repair, ordinary wear and tear, fire and other casualty, governmental takings, obsolescence and deterioration occurring on account of normal use and aging, excepted. Tenant shall have the right prior to said expiration or earlier termination to remove any equipment, furniture, trade fixtures or other personal property placed on or in the Premises by Tenant or its subtenants, provided that Tenant promptly repairs any damage to the Premises caused by such removal.

SECTION 19. HOLDING OVER.

19.01. Holding Over. Any holding over beyond the expiration of the term of this Lease shall operate as an extension of this Lease from month to month at 100% of the monthly rental rate that was paid during the last month of the Lease term, and shall otherwise be on the same terms and conditions as provided in this Lease. Such extended term may be terminated either by Landlord or Tenant by giving 30 days written notice to the other.

SECTION 20. QUIET ENJOYMENT AND TITLE.

20.01. Quiet Enjoyment. So long as Tenant pays the Base Rent and the additional rent and performs Tenant’s covenants hereunder, Tenant shall peacefully and quietly hold the Premises throughout the Term free from any hindrance or molestation by Landlord or any other person or entity whatsoever.

20.02. Title. Landlord hereby represents and warrants to Tenant that Landlord is the owner of fee simple absolute title to the Land subject only to the following (the “**Permitted Encumbrances**”): (a) real estate taxes which are not delinquent, and (b) utility easements of record which do not and will not materially impair the use of the Premises for the purposes permitted in Section 5 hereof.

SECTION 21. NOTICES.

21.01. Notices. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person or sent by Federal Express or other nationally recognized overnight courier or sent by facsimile or telecopy transmission or if mailed by certified or registered United States mail, postage prepaid, and in each instance addressed as follows:

If to Landlord, to it at:

Facility Project Services
538 N. Main, 1st Floor
Wichita, KS 67203
Facsimile No.: (316) 383-7673
Attention:

with a copy to:

Office of the County Counselor
Attn: Contract Notification

525 N. Main, 3rd Floor
Wichita, KS 67203

If to Tenant, to it at: _____

or to such other address or facsimile number as either party may designate by notice to the other parties hereto. A notice or other communication shall be deemed to be duly delivered and received if sent by hand or express service, when left at the address of the recipient, and if sent by facsimile, upon receipt by the sender of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the recipient's facsimile number, and if sent by certified or registered United States mail, on the fifth day after deposited in the United States mail, postage prepaid; provided that if a notice or other communication is served by hand, or is received by facsimile on a day that is not a business day, or after 5:00 p.m. on any business day at the addressee's location, such notice or communication shall be deemed to be duly delivered to and received by the recipient at 9:00 a.m. on the first business day thereafter.

SECTION 22. ENVIRONMENTAL MATTERS.

(a) Tenant shall not allow any Hazardous Substance, or other toxic material or medical waste to be located in, on or under the Premises or allow the Premises to be used for the manufacturing, handling, storage, distribution or disposal of any Hazardous Substance or other toxic material.

(b) Tenant shall at all times and in all respects comply with all federal, state or local laws, ordinances, regulations and orders applicable to the Premises or the use thereof relating to industrial hygiene, the generation, manufacture, use, handling, storage, disposal or transportation of any Hazardous Substance.

(c) If Tenant becomes aware of the presence of any Hazardous Substance in or on the Premises or if Tenant, or the Premises become subject to any order of any federal, state or local agency to repair, close, detoxify, decontaminate or otherwise cleanup the Premises, Tenant shall, at its own cost and expense, carry out and complete any repair, closure, detoxification, decontamination or other cleanup of the Premises; provided that Tenant shall not be responsible for any of the foregoing relating to any Hazardous Substance, or other toxic materials located on, in or under the Premises on or prior to the Commencement, all of which shall be the responsibility of Landlord at Landlord's sole cost and expense. If Tenant fails to implement and diligently pursue any such repair, closure, detoxification, decontamination other cleanup of the Premises for which Tenant is responsible as herein provided, Landlord shall have the right, but not the obligation, to enter upon the Premises and carry out such action as it deems necessary or advisable to resolve the matter, and to recover all of the costs and expenses from Tenant.

(d) **Liability and Indemnification**. Landlord shall have no liability to Tenant or any other party for, and Tenant shall indemnify, defend with counsel acceptable to Landlord, and hold Landlord harmless from any and all claims, damages, fines, penalties, losses, judgments, costs and liabilities arising out of or relating to Hazardous Materials and Infectious Waste which were

transported to or from, or used, stored or disposed of on, under or about the Premises by Tenant, its employees, agents, contractors, licensees or invitees, regardless of whether Landlord consented to, approved of, participated in or had notice of the activities giving rise to such liabilities. The provision of this paragraph shall survive the expiration or termination of this Lease.

(e) **“Hazardous Substances”** as such term is used in this Lease means any hazardous or toxic substance, material or waste, regulated or listed pursuant to any federal, state or local environmental law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act and the Occupational Safety and Health Act.

SECTION 23. MISCELLANEOUS.

23.01. Interest. Whenever this Lease requires or permits the payment of interest, such interest shall be determined as the lesser of the following (the **“Interest Rate”**): (a) the prime rate of interest as announced from time to time by *The Wall Street Journal*, plus two percent per annum, with such rate changing with each change in the prime lending rate published by the *Wall Street Journal*, or (b) the highest rate permitted by applicable law.

23.02. Execution. The presentation of this Lease for review by Landlord does not constitute an offer on the part of Tenant to enter into the lease transaction described herein and this Lease will become effective and legally binding only when it has been signed by a duly authorized officer or representative of each of the parties and delivered to the other party.

23.03. Entire Agreement. This Lease, the ADA Report and the Exhibits attached hereto and thereto contain all the agreements of the parties with respect to the subject matter herein. There have been no representations made by either party or understandings made between the parties with respect to the subject matter hereof other than those set forth in this Lease, and the Exhibits attached. This Lease may not be modified except by a written instrument duly executed by the parties hereto.

23.04. Waiver. Failure by either party to enforce any of the provisions hereof for any length of time shall not be deemed a waiver of its rights set forth in this Lease. Such a waiver may be made only by an instrument in writing signed by the party sought to be charted with the waiver.

23.05. Severability. If any covenant or provision of this Lease is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity of the remaining covenants and provisions, it being the intention of the parties that this Lease be so construed as to render enforceable that portion of this Lease unaffected by such holding. The contractual provisions shall be deemed severable.

23.06. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

23.07. Binding Agreement. Subject to the provisions of Section 17 hereof, this Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of Landlord and Tenant.

23.08. Business Day. Should any due date hereunder fall on a Saturday, Sunday or legal holiday, then such due date shall be deemed timely if given on the first business day following such Saturday, Sunday or legal holiday.

23.09. Waiver of Jury Trial. Each party hereto hereby irrevocably waives any and all rights it may have to demand that any action, proceeding or counterclaim arising out of or in any way related to his lease or the relationship of the parties be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source, including but not limited to the Constitution of the United States, the Constitution of any state, common law or any applicable statute or regulation. Each party hereby acknowledges that it is knowingly and voluntarily waiving the right to demand trial by jury.

23.10. Governing Law. It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas.

23.11 Relationship Between Landlord and Tenant. Nothing contained in this Lease shall be deemed to constitute or be construed to create any relationship between Landlord and Tenant other than that of Landlord and Tenant.

23.12 Modifications. Any modifications of this Agreement, or any collateral agreement with respect to the relationship between the Landlord and Tenant shall not be binding upon the Landlord unless the same be made in writing and signed by an authorized representative of the Landlord. In the event that the Lease herein or any of its provisions or covenants shall be modified or stricken out, or new covenants added thereto, said changes shall not be considered a termination of this instrument; but the same shall continue in full force and effect as so changed.

23.13 Rights cumulative. It is agreed that each and every one of the rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

23.14 Notice of Claim or Suit. Tenant agrees to promptly notify Tenant in writing of any claim, action, proceeding or suit instituted or threatened against Tenant and/or Landlord arising from or otherwise related to Tenant's occupancy of the Premises

APPENDIX B

JRBR - Insured Buildings/Content Values as of 7/31/2014

Loc. No.	Street Address	City	State	Zip Code	Leased	Occupancy Type	Insured Building Values
CORR13	25331 W 39th St South	Goddard	KS	67052	No	JRBR Main Bldg	\$ 4,671,002.00
CORR14	25331 W 39th St South	Goddard	KS	67052	No	Gymnasium	\$ 301,356.00
CORR15	25332 W 39th St South	Goddard	KS	67052	No	Apartment Bldg	\$ 421,897.00
CORR16	25333 W 39th St South	Goddard	KS	67052	No	Swimming Pool	\$ 12,054.00
CORR17	25334 W 39th St South	Goddard	KS	67052	No	JRT Workshop	\$ 60,271.00
CORR18	25335 W 39th St South	Goddard	KS	67052	No	North Pole Barn	\$ 8,438.00
CORR19	25336 W 39th St South	Goddard	KS	67052	No	South Pole Barn	\$ 8,438.00
CORR20	25337 W 39th St South	Goddard	KS	67052	No	Barn - JRBR	\$ 42,190.00
CORR21	25338 W 39th St South	Goddard	KS	67052	No	Hay Shed	\$ 1,808.00
CORR22	25339 W 39th St South	Goddard	KS	67052	No	Generator House	\$ 7,233.00
CORR23	25340 W 39th St South	Goddard	KS	67052	No	Chicken House	\$ 1,205.00
CORR24	25341 W 39th St South	Goddard	KS	67052	No	Chicken House	\$ 1,205.00
CORR25	25342 W 39th St South	Goddard	KS	67052	No	Chain Link Fencing	\$ 180,813.00
CORR26	25343 W 39th St South	Goddard	KS	67052	No	Metal Stge Bldg	\$ 1,808.00
CORR27	25344 W 39th St South	Goddard	KS	67052	No	Wood Storage Bldg	\$ 1,205.00

TOTALS: \$ 5,720,923.00