

STATE of KANSAS



REAL ESTATE LEASING HANDBOOK

INTRODUCTION

Department of Administration Vision

The Department of Administration will lead the enterprise toward a shared services organization by modeling innovation, teamwork, efficient business practices, and quality customer service.

The Shared Services concept allows customers to have direct input into the decision making process while, at the same time, accepting responsibility and accountability for implementing these shared decisions.

Several “shared services teams” have been established to review and evaluate, modify and improve, and implement changes to many Department of Administration (DofA) functions that affect state agency operations. One of the most prolific and effective shared services teams is the Leasing Shared Services team (LSST). The LSST is comprised of personnel from several state agencies, that are responsible for leasing activities.

The LSST continues the process of reviewing and evaluating all aspects of the leasing process including the leasing procedures, standard forms, the leasing handbook and training.

This revision of the Leasing Handbook is a result of that review. It is intended to be a helpful resource guide for experienced as well as novice participants of the State of Kansas leasing process.

The Leasing Handbook, all standard forms, training materials and other useful information are available on the Department of Administration website at:

<http://www.da.ks.gov/fm/dfm/services/leasing.htm>.

The Department of Administration and the Leasing Shared Services Team are excited to introduce and implement these improvements to the leasing process. Additionally, any and all suggestions and comments are encouraged and welcome. Comments may be sent via email to

Leasing.Section@da.state.gov .

REAL ESTATE LEASING HANDBOOK

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SPACE SEARCH TIME FRAME

WHEN TO BEGIN YOUR SPACE SEARCH

Non-Occupied Leases:

It is recommended the process for leases in this category commence at least three (3) to six (6) months prior to the lease expiration date (for current leases) or the anticipated lease beginning date (for new leases). However, this recommended lead time may vary depending upon the needs of the state agency, complexity of the lease, local market conditions and/or other factors.

Office Leases Smaller than 5,000 sq ft with combined lease terms 24 months or less:

It is recommended the process for leases in this category commence at least six (6) to twelve (12) months prior to the lease expiration date for current leases or the anticipated lease beginning date for new leases. However, the recommended lead time may vary depending upon the needs of the state agency, complexity of the lease, local market conditions, and/or other factors.

Office Leases Smaller than 5,000 sq ft with Lease Terms 24 months or Longer - JCSBC

It is recommended the process for leases in this category commence at least twelve (12) to eighteen (18) months prior to the lease expiration date for current leases or the anticipated lease beginning date for new leases. However, this recommended lead time may vary depending upon the needs of the state agency, complexity of the lease, local market conditions, and/or other factors.

Office Leases 5,000 sq ft or Larger but less than 10,000 sq ft with Combined Lease terms of 24 months or LESS:

It is recommended the process for leases in this category commence at least twelve (12) to eighteen (18) months prior to the lease expiration date for current leases or the anticipated lease beginning date for new leases. However, this recommended lead time may vary depending upon the needs of the state agency, complexity of the lease, local market conditions, and/or other factors.

Office Leases 5,000 sq ft or Larger but less than 10,000 sq ft with Lease terms longer than 24 months:

It is recommended the process for leases in this category commence at least eighteen (18) to twenty-four (24) months prior to the lease expiration date for current leases or the anticipated lease beginning date for new leases. However, this recommended lead time may vary depending upon the needs of the state agency, complexity of the lease, local market conditions, and/or other factors.

Office Leases 10,000 sq ft or Larger

The average lead time for the RFP process is twenty-four (24) months prior to the lease expiration date for current leases or the anticipated lease beginning date for new leases. However, this recommended lead time may vary depending upon the needs of the state agency, complexity of the lease, local market conditions, complexity of the RFP, and /or other factors.

NON-OCCUPIED LEASES

Key Concepts:

- The Agency is the primary negotiating party for all real estate leases in this category.
- It is recommended the process for leases in this category commence at least three (3) to six (6) months prior to the lease expiration date (for current leases) or the anticipated lease beginning date (for new leases). However, this recommended lead time may vary depending upon the needs of the state agency, complexity of the lease, local market conditions and/or other factors.
- The Agency may request the services of the DofA, Division of Facilities Management (DFM) as a consultant or as a negotiator.
- Some examples of non-occupied leases would include storage, boat slips, radio towers and land/acreage leases.

Procedure 1: The Agency may submit the following:

1. DA-103 Agency Purchase Order - Located at:
<http://www.da.ks.gov/ar/forms/da103.pdf> or <http://www.da.ks.gov/ar/forms/da103.xls>
2. Copy of the bid and a letter explaining the proposed lease
3. The Americans with Disabilities Act (ADA) Checklist, located at:
<http://www.da.ks.gov/fm/dfm/services/leasing.htm> .
4. DFM-L-214 Occupancy Expense Worksheet (if applicable), located at:
<http://www.da.ks.gov/fm/dfm/forms/DFM-L-214occupancyexpenseworksheet.pdf> .

OR

Procedure 2: The Agency may submit the following:

1. Submit a DA-47 Real Estate Lease Cover Sheet and a DA-46 Real Estate Lease Agreement, located at: <http://www.da.ks.gov/fm/dfm/forms/DA-46RealEstateLeaseAgreement.pdf> and <http://www.da.ks.gov/ar/forms/da047.pdf> or <http://www.da.ks.gov/ar/forms/da047.xls> .
2. The Americans with Disabilities Act (ADA) Checklist, located at:
<http://www.da.ks.gov/fm/dfm/services/leasing.htm> .
3. DFM-L-214 Occupancy Expense Worksheet (if applicable), located at:
<http://www.da.ks.gov/fm/dfm/forms/DFM-L-214occupancyexpenseworksheet.pdf> .

OFFICE LEASES Smaller than 5,000 sq ft Lease Terms 24 Months or Less

Key Concepts:

- The Agency is the primary negotiating party for all real estate leases in this category.
- It is recommended the process for leases in this category commence at least six (6) to twelve (12) months prior to the lease expiration date for current leases or the anticipated lease beginning date for new leases. However, the recommended lead time may vary depending upon the needs of the state agency, complexity of the lease, local market conditions, and/or other factors.
- The Agency may request the services of DofA/DFM as a consultant or as a negotiator.
- No real estate lease is valid without the approval of the Secretary of Administration or designee, who has final approval over all leases.

Procedures:

1. Space Needs/Requirements – Agency develops and documents space needs and requirements. Agencies are expected to follow the State of Kansas Office Space Standards which can be found in **Appendix C**.
2. Agency notifies DofA /DFM of impending space search.
3. Review Site Alternatives – Agency shops the local market and documents rental costs within the market area (may use any, all, or any combination of the options below):
 - Notify registered vendors through direct email (list serve)
 - Advertise in the local newspaper – for assistance, please email: Leasing.Section@da.ks.gov
 - Telephone contact with potential landlords
 - Visit potential sites in person
 - Utilize the services of a local real estate professional
 - Utilize assistance from the DofA/DFM
4. Document Site Comparisons – Agency documents comparison of alternative sites including how well each site meets the identified space needs (#1 above) and the occupancy costs of each site.
5. Site Selection/Negotiations – Agency negotiates with the landlord (or representative) of the selected site.

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6. Upon completion of the negotiations, Agency and landlord sign original(s) as required of the completed State of Kansas DA-46 Real Estate Lease Agreement. All standard lease forms may be found on the DofA/DFM web site at: <http://www.da.ks.gov/fm/dfm/services/lease.htm>
7. Documents Maintained by State Agency – Agency maintains the documentation for steps #1 through #5 above in accordance with the state’s record retention schedule which are subject to audit and Agency policies
8. Submission requirements - Agency sends the following to DofA/DFM:
 - Lease Submission Checklist - Located at: <http://www.da.ks.gov/fm/dfm/services/leasing.htm>
 - DA-46 Real Estate Lease Agreement executed by Lessee and Lessor (2 originals or as required) - Located at: <http://www.da.ks.gov/fm/dfm/services/leasing.htm> Real Estate Lease Agreement.pdf
 - DA-47 Real Estate Lease Cover Sheet (1 original) - Located at: <http://www.da.ks.gov/ar/forms/da047.pdf> or <http://www.da.ks.gov/ar/forms/da047.xls> .
 - ADA Checklist (1 copy) Landlord/Lessor should submit a completed ADA Checklist and submit with any bid/proposal - Located at: <http://www.da.ks.gov/fm/dfm/leasing/ADAChecklist.pdf>
 - DFM-L-214 Occupancy Expense Worksheet (1 copy) - Located at: [http://www.da.ks.gov/fm/dfm/forms?DFM-L-214 Occupancy Expense WorkSheet](http://www.da.ks.gov/fm/dfm/forms?DFM-L-214%20Occupancy%20Expense%20WorkSheet)
9. Lease Approval by Department of Administration; DFM will:
 - Seek approval and signature of DofA Legal
 - Seek approval and signature of the DofA/DFM Director and/or Secretary of Administration
 - Submit appropriate documents to DofA Accounts and Reports (A&R)
10. Division of Accounts and Reports will:
 - Encumber the funds
 - Send a copy of the lease to DofA/DFM
 - Send the original lease agreement(s) to the originating Agency
11. The Agency will distribute an original (or copy) to the landlord as required.

Office Leases Smaller than 5,000 sq ft Lease Terms 24 Months or Longer

LEGISLATIVE REVIEW REQUIRED BY JCSBC

Key Concepts:

- All real estate leases in this category require review by the Joint Committee on State Building Construction (JCSBC). Due to the irregular meeting schedule of the JCSBC, state agencies should allow for additional time for processing these leases.
- The Agency is the primary negotiating party for all real estate leases in this category.
- It is recommended the process for leases in this category commence at least six (6) to twelve (12) months prior to the lease expiration date for current leases or the anticipated lease beginning date for new leases. However, this recommended lead time may vary depending upon the needs of the state agency, complexity of the lease, local market conditions, and/or other factors.
- The Agency may request the services of DofA/DFM as a consultant or as a negotiator.
- No real estate lease is valid without the approval of the Secretary of Administration or designee, who has final approval over all leases.

Procedure:

1. Space Needs/Requirements – Agency develops and documents space needs and requirements. Agencies are expected to follow the State of Kansas Office Space Standards which can be found in **Appendix C**.
2. Agency notifies DofA/DFM of impending space search.
3. Review Site Alternatives – Agency publicizes the need for space (as identified in Step #1) by advertising in the local newspaper (**REQUIRED**). For assistance, email: Leasing.Section@da.ks.gov
 - Through listserv, DofA will notify registered bidders of the space search
 - Other Review Site Alternatives
 - Telephone contact with potential landlords
 - Visit potential sites in person

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- Utilize the services of a local real estate professional
 - Utilize assistance from the DofA/DFM
4. Site Selection/Negotiations – Agency, (or DofA/DFM representative, if requested) negotiates with the landlord (or representative) of the selected site.
 5. Agency informs DofA of lease terms.
 6. Upon completion of the negotiations, Agency and landlord sign original(s) as required of the completed State of Kansas DA-46 Real Estate Lease Agreement. All standard lease forms may be found on the DofA/DFM website at: <http://www.da.ks.gov/fm/dfm/services/leasing/htm>
 7. Documents Maintained by State Agency – Agency maintains the documentation for steps #1 through #6 above in accordance with the State’s record retention schedule which are subject to audit and Agency policies.
 8. Submission Requirements – Agency sends the following to the DofA/DFM:
 - Lease Submission Checklist - Located at: <http://www.da.ks.gov/fm/dfm/services/leasing.htm>
 - Documentation of the process the Agency has used to determine that the proposed lease is in the best interest of the state (#1 through #5 above) with copy of newspaper ad and bid tab sheet.
 - DA-46 Real Estate Lease Agreement executed by Lessee and Lessor (1 original or additional copies if preferred by agency) - Located at: <http://www.da.ks.gov/fm/dfm/gov/forms/DA-46 Real Estate Lease Agreement.pdf>
 - DA-47 Real Estate Lease cover Sheet (1 original) - Located at: <http://www.da.ks.gov/ar/forms/da-47.pdf> or <http://www.da.ks.gov/ar/forms/da047.xls>
 - DFM-L-214 Occupancy Expense Worksheet (1 copy) - Located at: <http://www.da.ks.gov/fm/dfm/forms/DFM-L-214 Occupancy Expense Worksheet.pdf>
 - ADA Checklist (1 copy) - Located at: <http://www.da.ks.gov/fm/dfm/services/leasing.htm>
 9. DofA Legal Review – DofA/DFM will submit proposed lease to DofA Legal for review and approval.
 10. Joint Committee on State Building Construction – DofA/DFM will present the proposed lease to the JCSBC. The Agency will be notified by DofA/DFM of the meeting, (time and locations). An Agency representative should attend the meeting to answer any program questions from the JCSBC.
 11. Lease Approval by Department of Administration; DFM will:
 - Seek approval and signature of DofA Legal
 - Seek approval and signature of the DofA/DFM Director

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- Seek approval and signature of the Secretary of Administration
- Submit appropriate documents to DofA Accounts and reports (A&R)

12. Division of Accounts & Reports will:

- Encumber the funds
- Send a copy of the lease to DofA/DFM
- Send the original(s) (or copies) of the lease agreement(s) to the originating Agency

13. The Agency will distribute an original (or copy) to the landlord as required.

OFFICE LEASES Larger than 5,000 sq ft but less than 10,000 sq ft, with Lease Terms 24 Months or Less

Key Concepts:

- The Agency is the primary negotiating party for all real estate leases in this category.
- The process for leases in this category should commence at least six (6) to twelve (12) months prior to the lease expiration date for current leases or the anticipated lease beginning date for new leases. However, the recommended lead time may vary depending upon the needs of the state agency, complexity of the lease, local market conditions, and/or other factors.
- The Agency may request the services of DofA/DFM as a consultant or as a negotiator.
- No real estate lease is valid without the approval of the Secretary of Administration or designee, who has final approval over all leases.

Procedures:

1. Space Needs/Requirements – Agency develops and documents space needs and requirements. Agencies are expected to follow the State of Kansas Office Space Standards which can be found in **Appendix C**.
2. Agency notifies DofA/DFM of impending space search.
3. Review Site Alternatives – Agency shops the local market and documents rental costs within the market area (may use any, all, or any combination of the options below):
 - Notify registered vendors through direct email (list serve)
 - Advertise in the local newspaper – for assistance, please email: Leasing.Section@da.ks.gov
 - Telephone contact with potential landlords
 - Visit potential sites in person
 - Utilize the services of a local real estate professional
 - Utilize assistance from the DofA/DFM
4. Document Site Comparisons – Agency documents the comparison of the alternative sites including how well each site meets the identified space needs (#1 above) and the occupancy costs of each site. See the Bid Tab Sheet under Samples and Forms, Appendix B.

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5. Site Selection/Negotiations – Agency negotiates (or DofA/DFM representative, if requested) with the landlord (or representative) of the selected site.
6. Upon completion of the negotiations, Agency and landlord sign original(s) as required of the completed State of Kansas DA-46 real Estate Lease Agreement. All standard lease forms may be found on the DofA/DFM web site at: <http://www.da.ks.gov/fm/dfm/services/lease.htm>
7. Documents Maintained by State Agency – The agency maintains the documentation for step #1 through #5 above in accordance with the State's record retention schedule which are subject to audit and Agency policies.
8. Submission Requirements – Agency sends the following to the DofA/DFM:
 - Lease Submission Checklist - Located at: <http://www.da.ks.gov/fm/dfm/services/leasing.htm>
 - Documentation of the process the Agency has used to determine that the proposed lease is in the best interest of the state (#1 through #5 above) with copy of newspaper ad and bid tab sheet.
 - DA-46 real Estate Lease Agreement executed by Lessee and Lessor (1 original or additional copies if preferred by agency) - Located at: <http://www.da.ks.gov/fm/dfm/gov/forms/DA-46 Real Estate Lease Agreement.pdf>
 - DA-47 Real Estate Lease cover Sheet (1 original) - Located at: <http://www.da.ks.gov/ar/forms/da-47.pdf> or <http://www.da.ks.gov/ar/forms/da047.xls>
 - ADA Checklist (1 copy) - Located at: <http://www.da.ks.gov/fm/dfm/services/leasing.htm>
 - DFM-L-214 Occupancy Expense Worksheet (1 copy) - Located at: <http://www.da.ks.gov/fm.dfm.forms/DFM-L-214 Occupancy Expense Worksheet.pdf>
9. DofA Legal Review – DofA/DFM will submit proposed lease to DofA Legal for review and approval.
10. Lease Approval by Department of Administration; DFM will:
 - Seek approval and signature of DofA Legal
 - Seek approval and signature of the DofA/DFM Director
 - Submit appropriate documents to DofA Accounts and reports (A&R)
11. Division of Accounts & Reports will:
 - Encumber the funds
 - Send a copy of the lease to DofA/DFM
 - Send the original(s) (or copies) of the lease agreement(s) to the originating Agency
12. The Agency will distribute an original (or copy) to the landlord as required.

OFFICE LEASES 5,000 sq ft or Larger but Less than 10,000 sq ft with Lease terms LONGER than 24 Months

LEGISLATIVE REVIEW REQUIRED BY JCSBC

Key Concepts:

- All real estate leases in this category require review by the Joint Committee on State Building Construction (JCSBC). Due to the irregular meeting schedule of JCSBC, state agencies should allow for additional time for processing these leases. For an explanation of the JCSBC, see **Appendix E**.
- The Agency is the primary negotiating party for all real estate leases in this category.
- It is recommended the process for leases in this category commence at least twelve (12) to eighteen (18) months prior to the lease expiration date for current leases or the anticipated lease beginning date for new leases. However, this recommended lead time may vary depending upon the needs of the state agency, complexity of the lease, local market conditions, and/or other factors.
- The Agency may request the services of DofA/DFM as a consultant or as a negotiator.
- No real estate lease is valid without the approval of the Secretary of Administration or designee, who has final approval over all leases.

Procedure:

1. Space Needs/Requirements – Agency develops and documents space needs and requirements. Agencies are expected to follow the State of Kansas Office Space Standards which may be found in **Appendix C**.
2. Agency notifies DofA/DFM of impending space search.
3. Review Site Alternatives – Agency publicizes the need for space (as identified in Step #1) by advertising in the local newspaper (**REQUIRED**). For assistance, please e-mail: Leasing.Section@da.state.gov
 - Through listserv, DofA will notify registered bidders of the space search
4. Other Review Site Alternatives (may use any, all, or any combination of the options below)
 - Telephone contact with potential landlords
 - Visit potential sites in person
 - Utilize the services of a local real estate professional
 - Utilize assistance from the DofA/DFM

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5. Document Site Comparisons – Agency documents the comparison of the alternative sites including how well each site meets the identified space needs (#1 above) and the occupancy costs of each site.
6. Agency informs DofA of lease terms
7. Site Selection/Negotiations – Agency negotiates with the landlord (or representative) of the selected site.
8. Upon completion of the negotiations, Agency and landlord sign original(s) as required of the completed State of Kansas DA-46 Real Estate Lease Agreement. All standard lease forms may be found on the DofA/DFM web site at: <http://www.da.ks.gov/fm/dfm/services/leasing.htm>
9. Documents Maintained by State Agency – Agency maintains the documentation for steps #1 through #6 above in accordance with the State's record retention schedule which are subject to audit and Agency policies.
10. Submission Requirements – Agency sends the following to the DofA/DFM:
 - Lease Submission Checklist
Located at: <http://www.da.ks.gov/fm/dfm/services/leasing.htm>
 - Documentation of the process the Agency has used to determine that the proposed lease is in the best interest of the state (#1 through #5 above) with copy of newspaper ad and bid tab sheet.
 - DA-46 Real Estate Lease Agreement executed by Lessee and Lessor (2 originals or as required).
Located at: http://www.da.ks.gov/fm/dfm/forms/DA-46_Real_Estate_Lease_Agreement.pdf
 - DA-47 Real Estate Lease Cover Sheet (1 original)
Located at: <http://www.da.ks.gov/ar/forms/da047.pdf> or <http://www.da.ks.gov/ar/forms/da047.xls>
 - ADA Checklist (1 copy) Located at: <http://www.da.ks.gov/fm/leasing/ADAChecklist.pdf>
 - DFM-L-214 Occupancy Expense Worksheet (1 copy)
Located at: http://www.da.ks.gov/fm/dfm/forms/DFM-L-214_Occupancy_Expense_Worksheet.pdf
11. DofA Legal Review – DofA/DFM will submit proposed lease to DofA Legal for review and approval.
12. Agency representative should attend the meeting to answer any programmatic questions from the JCSBC.
13. Lease Approval by Department of Administration; DFM will –
 - Seek approval from DofA Legal.
 - Seek approval and signature of the DofA/DFM Director and Secretary of Administration
 - Submit appropriate documents to DofA/A&R
14. Division of Accounts & Reports will –
 - Encumber the funds
 - Send a copy of the lease to DofA/DFM
 - Send the original lease agreement(s) to the originating Agency.

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15. The Agency will distribute an original (or copy) to the landlord as required.

OFFICE LEASES 10,000 sq ft or LARGER

LEGISLATIVE REVIEW REQUIRED BY JCSBC

Key Concepts:

- Formal Request For Proposals (RFP) process required for all real estate leases in this category.
- Process managed by the Division of Purchases.
- The average lead time for the RFP process is at least twenty-four (24) months prior to the lease expiration date for current leases or the anticipated lease beginning date for new leases. However, this recommended lead time may vary depending upon the needs of the state agency, complexity of the lease, local market conditions, complexity of the RFP, and /or other factors.
- The Procurement Negotiating Committee (PNC) is the negotiating party for all real estate leases in this category.
- All real estate leases in this category require review by the Joint Committee on State Building Construction (JCSBC). Due to the irregular meeting schedule of JCSBC, state agencies should allow for additional time for processing these leases.
- No real estate lease is valid without the approval of the Secretary of Administration or designee, who has final approval over all leases.

Procedure:

1. At least two (2) years prior to lease expiration, the Agency develops and documents space needs and requirements for this lease location. Agencies are expected to follow the State of Kansas Office Space Standards which may be found in **Appendix C**.
2. Agency notifies DofA/DFM of impending space search.
3. DofA/DFM presents request for RFP to LSST for Agency.
4. LSST reviews/recommends the RFP process or reviews/recommends new potential direction.
5. If LSST concurs with the RFP process, LSST recommends appointment of a PNC member to Director of Purchases. Agency sends letter to Director of Purchases requesting PNC.
 - Best case (normal) RFP process takes 18 to 24 months in advance of current lease expiration to complete, however additional time may be needed depending on RFP complexity.
6. If LSST recommends new direction, LSST sends recommendation to Secretary of Administration. RFP process is on hold pending decision by the Secretary.

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7. Director of Purchases seeks establishment of PNC from the Secretary of Administration.
8. Division of Purchases administers the RFP process with the PNC.
9. PNC and Division of Purchases develops RFP document including agency specific requirements (Step #1 above).
10. Notice of RFP Solicitation is published in Kansas Register and in local newspaper (**REQUIRED**), direct mailed to potential bidders and posted on Division of Purchases web site: <http://www.da.ks.gov/purch/rfq/>
 - Through listserv, DofA will notify registered bidders of the space search
11. A pre-proposal conference may be held at the discretion of the PNC.
12. Document Site Comparisons – PNC documents the comparison of the proposed alternative sites including how well each site meets the identified space needs (#1 above) and the occupancy costs of each site.
13. Site Selection/Negotiations – PNC identifies potential sites and enters into negotiations with vendors.
14. Upon completion of the negotiations, PNC recommends an award and finalizes details to be contained in the lease document. Agency and landlord sign original(s) of the completed State of Kansas DA-46 Real Estate Lease Agreement (DA-46). This form and all leasing related forms may be found on the DofA/DFM web site at: <http://www.da.ks.gov/fm/dfm/services/leasing.htm>
15. Documents Maintained – Division of Purchases shall maintain the documentation for Steps #2 through #14 above which are subject to audit.
16. Submission Requirements – Agency sends the following to the DofA/DFM:
 - Lease Submission Checklist located at: <http://www.da.ks.gov/fm/dfm/services/leasing.htm>
 - Documentation of the process the Agency has used to determine that the proposed lease is in the best interest of the state (#1 through #5 above) with copy of newspaper ad and bid tab sheet.
 - DA-46 Real Estate Lease Agreement executed by Lessee and Lessor (2 originals or as required). Located at: <http://www.da.ks.gov/fm/dfm/forms/DA-46 Real Estate Lease Agreement.pdf>
 - DA-47 Real Estate Lease Cover Sheet (1 original)
 - Located at: <http://www.da.ks.gov/ar/forms/da047.pdf> or <http://www.da.ks.gov/ar/forms/da047.xls>
 - ADA Checklist (1 copy if not already on file) Located at: <http://www.da.ks.gov/fm/leasing/ADAChecklist.pdf>
 - DFM-L-214 Occupancy Expense Worksheet (1 copy) Located at: <http://www.da.ks.gov/fm/dfm/forms/DFM-L-214 Occupancy Expense Worksheet.pdf>

Cont'd.

17. DofA Legal Review – DofA/DFM will submit proposed lease to DofA Legal for review and approval.

18. Joint Committee on State Building Construction – DofA/DFM will present the proposed lease to the JCSBC. The Agency will be notified by DofA/DFM of the meeting. An Agency representative should attend the meeting to answer any programmatic questions from the JCSBC.

19. Lease Approval by Department of Administration; DFM will –

- Seek approval and signature of the DofA/DFM Director and/or Secretary of Administration
- Submit appropriate documents to the DofA/A&R.

20. Division of Accounts & Reports will –

- Encumber the funds
- Send a copy of the lease back to DofA/DFM
- Send the original lease agreement(s) back to the originating Agency.

21. The Agency will distribute an original (or copy) to the landlord as required.

LEASES with PURCHASE OPTION

Key Concepts:

- All real estate leases in this category require review by the Leasing Shared Services Team (LSST). Due to the fiscal and legal implications of possible state ownership, additional review time may be necessary and state agencies should allow for additional time for processing these leases.
- The Agency is the primary negotiating party for all real estate leases in this category.
- It is recommended the process for leases in this category commence along the same general time frame as other leases of this type that do not have the purchase option language but additional processing time may be necessary as outlined above.
- The Agency may request the services of the DofA, Division of Facilities Management (DFM) as a consultant or as a negotiator.
- No real estate lease is valid without the approval of the Secretary of Administration or designee, who has final approval over all leases.

Procedure:

Agencies should follow the procedures for other leases of this type that otherwise do not have the purchase option language (i.e. office leases 10,000 sq. ft. or greater that contain purchase option language would follow the procedures starting on page 20 in addition to the steps below).

1. Space Needs/Requirements – As the Agency develops and documents space needs and requirements, it should also document and justify its desire to obtain an ownership position in property in this general location.
2. Agency notifies DofA/DFM of impending space search.
3. Review Site Alternatives – Agency publicizes the need for space (as identified in Step #1) by advertising in the local newspaper (**REQUIRED**). For assistance, please email: Leasing.Section@da.state.gov.
4. Other Review Site Alternatives (may use any, all, or any combination of the options below)
 - Notify registered vendors through direct email (list serve)
 - Telephone contact with potential landlords
 - Visit potential sites in person
 - Utilize the services of a local real estate professional
 - Utilize assistance from the DofA/DFM
 - Through listserv, DofA will notify registered bidders of the space search

Cont'd.

5. Document Site Comparisons – Agency documents the comparison of the alternative sites including how well each site meets the identified space needs (#1 above) and the occupancy costs of each site including the cost of ownership.
6. Site Selection/Negotiations – Agency negotiates with the landlord (or representative) of the selected site.
7. LSST Review/Recommendation – Prior to completion of the negotiations, the Agency shall present the proposed lease with purchase option language to the Leasing Shared Services Team (LSST) for review and recommendation. Since each purchase of real estate is unique unto itself, the LSST review may vary on a case-by-case basis. **However, in general terms the Agency should present to the LSST the business case for acquiring the property including documentation used by the Agency to establish the current and future value of the property and the proposed cost of acquisition. The Agency should also demonstrate how and when it intends to meet the statutory requirements for appraisals (K.S.A. 75-3043a).** Additionally, the LSST may require the following:
 - a. The price at which a building or property can be purchased to be specified for each date on which the purchase option can be exercised, unless there is a compelling reason not to; and
 - b. That language be included in the agreement that specifies how the cost of improvements paid for by the State will be reflected in the purchase price of the property, if applicable; and/or
 - c. That additional cost/benefit analyses be performed or other information or documentation be presented prior to the State Agency proceeding with the lease.

The recommendation of the LSST shall be forwarded to the Secretary of Administration or designee for a final decision. The Agency may contact the DofA/DFM Leasing Office for assistance.

8. Following the decision of the Secretary of Administration or designee and upon completion of the negotiations, Agency and landlord sign original(s) as required of the completed State of Kansas DA-46 Real Estate Lease Agreement. All standard lease forms may be found on the DofA/DFM web site at: <http://www.da.ks.gov/fm/dfm/services/leasing.htm>. The Agency then follows all other procedures for leases of this type that otherwise do not have the purchase option language. Please contact the DofA/DFM Leasing Office with any questions.

IMPROVEMENTS UNDER \$5,000

Key Concepts:

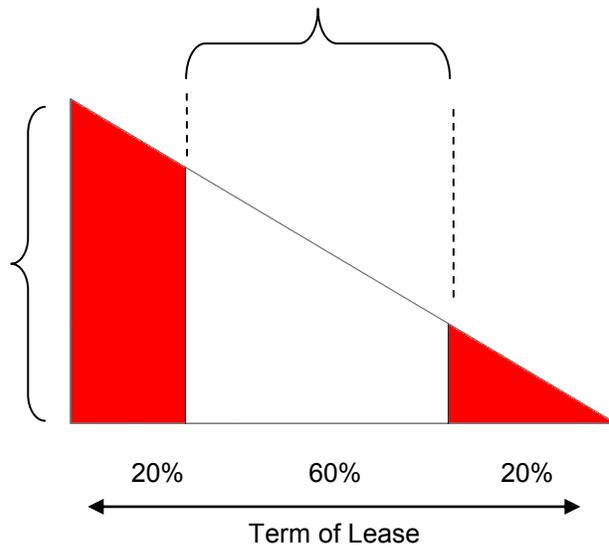
- The Agency is the primary negotiating party for all real estate improvements in this category.
- **The recommended lead time for real estate improvements in this category is dependent upon the needs of the state agency, complexity of the real estate improvement(s), local market conditions, and/or other factors.**
- Refer to the chart on page 24 for the Recommended Timeframe for Leased Property Improvements.
- The Agency may request the services of the DofA/DFM as a consultant or as a negotiator.
- For the purposes of this section, “Improvements” are defined as any alteration or modification of the leased space which could be considered as a fixture (permanently attached to the real property) and not considered as personal property. Some common examples include carpet/floor covering, window coverings, paint/wall paper, wall reconfigurations, doors and mechanical operators/locking mechanisms, etc. Please contact DofA/DFM or your agency’s legal counsel with questions regarding improvements to leased property.
- Even though the State of Kansas may desire the requested improvements and is willing to pay for these improvements (reimbursement to the landlord), **the actual work should be under the control of the landlord as the owner of the property.** For liability reasons, employees and/or contractors of the State of Kansas should not perform any work related to such improvements.

Procedure:

Submit the following to the DofA/DFM for approval:

1. DA-103 Agency Purchase Order
Located at: <http://www.da.ks.gov/ar/forms/da103.pdf> or <http://www.da.ks.gov/ar/forms/da103.xls>
2. Copy of the cost estimate and a letter explaining the proposed improvement(s).
3. The ADA Checklist (if applicable).
Located at: <http://www.da.ks.gov/fm/leasing/ADAChecklist.pdf>
4. DFM-L-214 Occupancy Expense Worksheet (if applicable).
Located at:
http://www.da.ks.gov/fm/dfm/forms/DFM-L-214_Occupancy_Expense_Worksheet.pdf

Recommended Timeframe for Leased Property Improvements



Guidelines

1. Leased property should NOT need improvements within the first 20% of the lease term.
2. Leased property should NOT be improved within the final 20% of the lease term.
3. The cost of improvements should NOT be greater than the residual value of the remaining lease commitment.
4. Consideration needs to be given to the percentage of time remaining of the lease commitment as well as a new lease.

IMPROVEMENTS OVER \$5,000

Key Concepts:

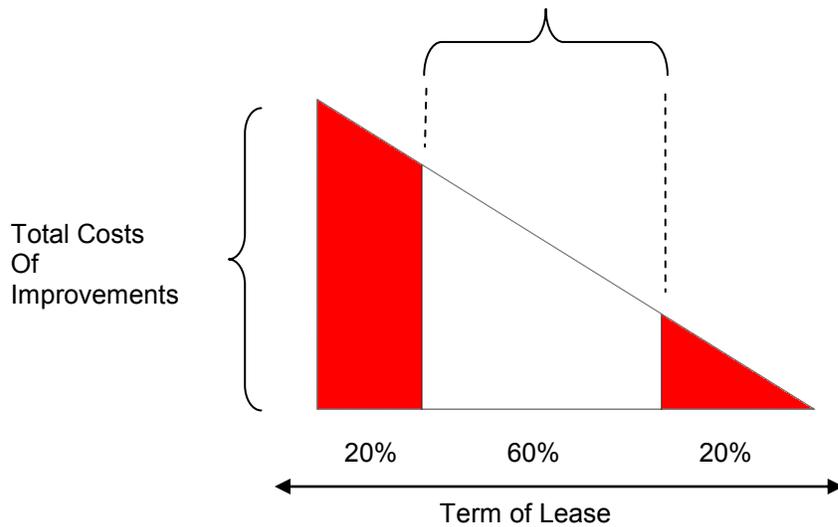
- The Agency is the primary negotiating party for all real estate improvements in this category.
- **A Lease Amendment is required for all real estate improvements in this category. The Amendment is not valid without the approval of the Secretary of Administration or designee.**
- **The recommended lead time for real estate improvements in this category is dependent upon the needs of the state agency, complexity of the real estate improvement(s), local market conditions, and/or other factors.**
- Refer to the chart on page 26 for the Recommended Timeframe for Leased Property Improvements.
- The Agency may request the services of the DofA/DFM as a consultant or as a negotiator.
- For the purposes of this section, “Improvements” are defined as any alteration or modification of the leased space which could be considered as a fixture (permanently attached to the real property) and not considered as personal property. Some common examples include carpet/floor covering, window coverings, paint/wall paper, wall reconfigurations, doors and mechanical operators/locking mechanisms, etc. Please contact DofA/DFM or your agency’s legal counsel with questions regarding improvements to leased property.
- Even though the State of Kansas may desire the requested improvements and is willing to pay for these improvements (reimbursement to the landlord), **the actual work should be under the control of the landlord as the owner of the property.** For liability reasons, employees and/or contractors of the State of Kansas should not perform any work related to such improvements.

Procedure:

Submit the following to the DofA/DFM for approval:

1. DA-47 Real Estate Lease Cover Sheet
Located at: <http://www.da.ks.gov/ar/forms/da047.pdf> or <http://www.da.ks.gov/ar/forms/da047.xls>
2. Copy of cost estimate and letter explaining proposed improvement(s).
3. Amendment to the DA-46 Real Estate Lease Agreement executed by Lessee and Lessor (1 original or more as required)
Located at: http://www.da.ks.gov/fm/dfm/forms/AMENDMENT_TO_LEASE.doc
(Requires approval by the Secretary of Administration and is subject to approval by the Joint Committee on State Building Construction.)

Recommended Timeframe for Leased Property Improvements



Guidelines

1. Leased property should NOT need improvements within the first 20% of the lease term.
2. Leased property should NOT be improved within the final 20% of the lease term.
3. The cost of improvements should NOT be greater than the residual value of the remaining lease commitment.
4. Consideration needs to be given to the percentage of time remaining of the lease commitment as well as a new lease.

A BRIEF OVERVIEW OF THE LEASE PROCESS

Once an agency has made a space selection, negotiated the best terms, completed all required paperwork and delivered the lease packet to the Leasing Section, the State Lease Administrator processes the lease packet. Any un-occupied lease for storage space, land or acreage, or miscellaneous space, (radio tower, hangers, etc.) is processed in the same manner as any office space lease (occupied) smaller than 10,000 square feet and/or has a term length of 24 months or less.

1. When the lease is received, it is checked for required forms and information.
2. Review lease and submitted lease packet.
3. The ADA Checklist Coversheet and ADA Checklist (or waiver if applicable) are sent to the ADA Coordinator for review and signed approval.
4. The DA-47, Real Estate Coversheet and the DA-46, Real Estate Lease Agreement (contract) is reviewed by the State Lease Administrator, and if no omissions or conflicts are apparent, is prepared for review by the DofA Attorney. Once the Attorney has approved and signed the paperwork, it is returned to the Leasing Section.
5. The lease packet is then presented to the Deputy Director for signature and approval.
6. After the Deputy Director has signed the paperwork, it is delivered to Accounts and Reports. Here, the funding to pay the landlord (and/or any improvements) is encumbered for the specific fiscal year, so that the agency can make rental and/or improvement payments.
7. Accounts and Reports returns the signed lease and supporting paperwork to the submitting agency, and copies of the same to the Leasing Section. The agency supplies the landlord with an original or copy of the DA-46 – Real Estate Lease Agreement.
8. The Leasing Section enters the information from the fully executed lease into the leasing database, documents the leasing inventory and files the paperwork.
9. Some leases meet the qualifications to be sent to the Joint Committee on State Building Construction, (JCSBC). These qualifiers include any purchase options built into a lease, leases longer in term length than 24 months, and/or any lease larger than 10,000 square feet.
10. The JCSBC meets approximately once a month, at which time the lease is presented for review. This will require extra time for processing.

APPENDIX A

FORMS

- Lease Submission Checklist: <http://www.da.ks.gov/fm/dfm/services/leasing.htm>
- DA-47 Real Estate Lease Cover Sheet: <http://www.da.ks.gov/ar/forms/da047.pdf> or
<http://www.da.ks.gov/ar/forms/da047.xls>
- DA-46 Real Estate Lease Agreement: <http://www.da.ks.gov/fm/dfm/services/leasing.htm>
- DFM-214 Occupancy Expense Worksheet:
<http://www.da.ks.gov/fm/dfm/forms/dfm-l-214OccupancyExpenseWorksheet.pdf>
- DA-46 Amendment to Lease:
<http://www.da.ks.gov/fm/dfm/forms/AMENDMENTtoLease.doc>
- ADA Checklist with ADA Coversheet:
<http://www.da.ks.gov/fm/dfm/leasing/ADAChecklist.pdf>
- ADA Waiver
<http://www.da.ks.gov/fm/drm/forms/WAIVERtoACCESSCLAUSE.doc>

LEASE SUBMISSION CHECKLIST

DEPARTMENT OF ADMINISTRATION
Division of Facilities Management

OFFICE USE ONLY
DATE RECEIVED: _____

AGENCY NAME _____

Agency No. _____ Date Sent _____

Contact Person _____

Phone Number _____ Fax Number _____

Email Address _____

Proposed Leased Property location (city) _____

Sq. Ft. _____ Start/End dates _____

Please check and enclose the following:

DA-47 - Real Estate Lease Cover Sheet

DA-46 - Real Estate Lease Agreement or Real Estate Lease Amendment

Please check the one that most closely describes the enclosed lease.

Office Space Storage Space Acreage Other

_____ # of originals submitted; please return _____ # of originals to submitting agency

Please check and enclose the following if applicable:

ADA Checklist or ADA Waiver

Occupancy Expense Worksheet

Office Co-location Roadmap: Fill in scheduled date _____ (mm/dd/yyyy)

The co-location road map can be accessed at <http://www.da.ks.gov/fm/dfm/services/leasing.htm>

Office Space Standards: Total number of _____ square feet divided by number of workstations

In the above space, provide the total number of office square feet divided by the total number of workstations

If the number is larger than 250, please provide justification

Office Space Standards can be accessed at <http://www.da.ks.gov/fm/dfm/services/leasing.htm>

Documentation/copies of advertisement(s), including name of publication and dates published

If not required to advertise, please provide a summary of the procurement method (e.g. listing of phone bids and/or site visits, sole source justification, etc.).

Bid tabulation sheet summarizing all proposals received & justification for selected site

For assistance, please contact DFM Leasing Section at 785-296-1318 or Leasing.Section@da.ks.gov

NOTICE TO LESSOR AND LESSEE: PURSUANT TO THE REQUIREMENTS OF K.S.A. 75-3730, 3739(1) AND 3743, as amended, NO LEASE AGREEMENT IS EFFECTIVE NOR MAY EXPENDITURES BE MADE UNTIL THE AGREEMENT HAS BEEN SIGNED AND THE REQUIRED APPROVALS AFFIXED HERETO.

This Lease Agreement should be completed well in advance of the proposed effective date of the lease and submitted for the approval of the Department of Administration. Clauses printed in this contract are considered mandatory and may only be supplemented, if at all, by a special condition approved by the Department of Administration.

FILL IN ALL BLANKS ACCORDINGLY
CONTRACT PARTIES

LESSOR (First Party or 1st Party)

Contact Person:
LESSOR NAME:

Address:

City:

State:

Telephone:

Zip Code:

FAX:

Type of Firm: Individual; Partnership; Corporation; Government

Firm's Taxpayer Identification No. _____

LESSEE (Second Party or 2nd Party)

Contact Person:
LESSEE NAME:

Address:

City:

State:

Telephone:

Zip Code:

FAX:

Property Description:

Street Address:

City:

County:

State:

Zip Code:

WITNESSETH, that First Party, in consideration of the rents, covenants and agreements of Second Party, hereinafter set forth, does let, lease and rent to Second Party the above described property.

1. TERM

To have and hold the same for the term of:

- a. Lease term begin date: _____ (mm/dd/yyyy)
- b. Lease term end date: _____ (mm/dd/yyyy) (if no end date, write indefinite)
- c. Length: _____ years, _____ months

2. RENTAL PAYMENTS

Second Party agrees to pay equal (check one) monthly, quarterly, semi-annual, or annual installments of \$ _____, commencing on the _____ day of _____, _____, and on the _____ day of each corresponding payment period thereafter until the term of this lease ends; or in concurrence with payment schedule in Special Provision _____.

Rental payment for the first month shall be prorated if the above described property is not available for occupancy by the beginning date of the lease. The final rental payment shall be prorated for any partial months payment that may be due.

The space herein above described contains _____ square feet of space for office use at the rate of \$ _____ per square foot per annum; _____ square feet of floor space for records and property storage use at the rate of \$ _____ per square foot per annum; and _____ (square feet of floor space) (acres, more or less); for other use (specify):
_____.

3. USE OF PREMISES

Second Party shall have the full and unrestricted use of the premises for the term of this lease or any renewals thereof, for the following purposes _____
_____.

The approximate Full-Time Equivalent (FTE) employees working on these premises is _____.

4. UTILITIES

Public utilities will be furnished and paid for by First (1st) Party, Second (2nd) Party, Third (3rd) Party, Occupant or Other as follows:

- | | | | |
|-----------------|-------|-----------|-------|
| (a) water | _____ | (b) gas | _____ |
| (c) electricity | _____ | (d) heat | _____ |
| (e) telephone | _____ | (f) other | _____ |

5. ADDITIONAL SERVICES: Additional Services shall be furnished and paid for by First (1st) Party, Second (2nd) Party, Third (3rd) Party, Occupant or Other as follows:

- (a) Grounds maintenance & landscaping, lawn care including mowing, cleaning of parking areas, entrances & sidewalks _____
- (b) Snow removal _____
- (c) Pest control _____
- (d) Custodial service of leased area _____
- (e) Custodial service of common area _____
- (f) Other _____

Refer to Special Provision _____ for additional explanation (i.e. frequency or level of service), if needed.

6. SUBLETTING

Second Party shall have the right to sublet any or all of the space herein leased to any other state agency for the same or a comparable use. Second Party may not assign or sublet said premises to any private person without the written consent of First Party. If Second Party sublets to another State agency, Second Party's obligation to pay the rental herein shall cease, provided, however, any such subtenant shall be bound by all conditions of this lease for the balance of the term.

7. REPAIR OF PREMISES

The First Party will pay the costs and maintain in good repair the walls, windows, floor coverings, shell, structure, elevators, stairs, roof, grounds, sidewalks, and off-street parking areas of the leased facility. Such items shall be maintained at a condition not less than the condition of the said items at initial lease signing. First Party will be responsible for repairs and/or replacements to heating, ventilation and air conditioning (HVAC), plumbing, electrical, mechanical and related fixtures and appliances. The First Party is responsible for meeting all applicable local and State building codes, ordinances, standards and regulations. The First Party will provide Second Party with a list of persons or firms to contact in case of an emergency due to failure of the above facility components.

In order to assure prompt response to maintenance notifications, First Party agrees to authorize the Second Party to contract with a Third Party for maintenance repairs that are not corrected within three days of notification. The First Party further agrees to authorize the Second Party to pay invoices for the maintenance repairs that remain unpaid 30 days after their submittal to the First Party. First Party authorizes Second Party to deduct the amount of said paid invoices from rental payments due and owing.

HVAC specifications: General office and common areas shall be heated in the winter to maintain the space environment at 68–74 degrees Fahrenheit (F) with a relative humidity of 20-30% and cooled in the summer at 68-78 degrees F with a relative humidity of 40-60%. The HVAC system must be capable of maintaining +/- 2 degrees F of the thermostat setting. As a guide, an adequately sized air distribution system shall provide 4-10 air changes per hour. HVAC equipment shall be properly sized and balanced to meet design conditions. Each zone provided shall be equipped with programmable thermostatic controls, capable of a 55 degree F night/weekend setback in the heating mode and a 85 degree F night/weekend set-up in the cooling mode. Controls shall prevent reheating, re-cooling and simultaneous heating and cooling in the same zone (where multiple system controls exist).

Heating system efficiency will not be less than 80% steady state at full load for natural gas boilers or furnaces. Air conditioning equipment will meet or exceed the performance ratings required under Federal and State guidelines. A seven-day programmable time device will control all air handling systems, where applicable controls exist. Minimum ventilation rates will be capable of 15 cubic feet per minute per person during occupied hours and automatically reduced during off-work hours. Buildings are to be in full compliance with the ANSI/ASHRAE/ESNA Standard 90.1, latest edition, Energy Design of New/Existing Commercial Buildings.

Telecommunication, Computer, UPS and server room(s) require air conditioning systems designed to ensure proper environmental requirements are met. These rooms shall be maintained between 65 F degrees and 72 degrees F. The HVAC system must be capable of maintaining +/- 2 degrees F of the thermostat setting. This condition must be maintained 24 hours a day, seven (7) days a week. HVAC shall be thermostatically controlled within the room and be independent of the house system.

Interior repairs of damage caused by Second Party shall be paid for by Second Party. Second Party will submit written requests for decoration and other remodeling items to First Party for approval. Approved decoration or remodeling will be provided by First Party and upon receipt of invoice, Second Party will reimburse First Party for said decoration or remodeling costs.

If the facility, fixtures, or Second Party contents are damaged as a result of failure of the items listed in Section 7, paragraph 1, First Party agrees to pay the costs to repair or replace the contents and fixtures, and to restore the facility to a condition not less than the condition at the time of initial lease signing.

8. UNTENANTABLE PREMISES (If building space, otherwise not applicable)

If these premises shall be damaged by fire, casualty, natural disaster or other cause so as to be untenable, the rental payments shall abate from the date of such damage and shall not resume until premises are restored to tenantable condition, provided, however, if the damage so caused shall render restoration by First Party impossible within sixty (60) days of the time of such damage, Second Party may elect to void this lease and the obligation to occupy and to pay any unpaid balance of rental payments shall cease from the date of said damage. Any prepaid rent shall be returned to Second Party for the period the premises are untenable.

Should, at any time, during the term of this lease, hazardous substances, chemicals or odors be discovered in the lease building in amounts determined by the appropriate State agency to be unacceptable, the Lessor will have sixty (60) days from date of written notice by the Lessee to satisfactorily dispose of the hazardous substances, chemicals or odors by a State pre-approved vendor or the Lessee may terminate the lease after sixty (60) days with no penalty to the Lessee.

In the alternative, if the Lessor fails to comply with the terms of this provision, the Lessee may contract for the abatement and disposal of the above hazardous substances, chemicals or odors and the Lessor consents to the reduction of lease payments for the costs of abatement and disposal, and the obligation to occupy and to pay any unpaid balance of rental payments shall cease from the date of said damage. If conditions require the evacuation of the premises and relocation, Second Party may elect to void this lease and the obligation to occupy and pay any unpaid balance of rental payments shall cease from the date of discovery of the hazardous substances. The Lessor shall be responsible for relocation costs. Any prepaid rent shall be returned to Second Party for the period the premises are untenable.

9. TERMINATION FOR FISCAL NECESSITY

Notwithstanding any other provision of this lease, if funds anticipated for the continued fulfillment of this lease agreement are at any time not forthcoming, either through failure of the Legislature to appropriate funds specifically budgeted for this lease or the discontinuance or material alteration of the program under which funds were provided, then Second Party shall have the right to terminate this lease by giving First Party a reasonable notice specifying the reasons for such necessary termination. The termination of the lease pursuant to this paragraph shall not cause any penalty to be charged to the State agency. Any prepaid rent shall be returned to Second Party for the period following the termination date.

10. AUTOMATIC HOLD OVER

This lease agreement, if not previously terminated, shall automatically expire at the end of the term specified unless Second Party shall have renewed the lease pursuant to lease Special Provision 2. However, Second Party shall be allowed to hold over after the end of the term and Second Party shall be a tenant from month to month at the same terms and conditions as contained herein. This hold over tenancy shall expire after a maximum of six (6) months unless written approval of the Secretary of Administration is secured.

11. REMOVAL OF PERSONAL PROPERTY

All personal property placed, installed or constructed upon the premises by Second Party during occupancy, which may be removed at any time by Second Party at the end of the term without substantial damage to the real estate, shall be and remains the sole property of Second Party and may be removed. If substantial damage would occur, Second Party may elect to remove the property and restore the premises.

12. AGREEMENT WITH KANSAS LAW

This Lease Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas.

13. ANTI-DISCRIMINATION CLAUSE

First Party agrees:

- (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. §12101 *et seq.*) ("ADA") and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in its programs or activities;
- (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer";
- (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116;
- (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor;
- (e) that a failure to comply with the reporting requirements (c) above or if First Party is found guilty of any violation of such acts by the Kansas Human Rights Commission such violation shall constitute a breach of the contract;

(f) if Second Party determines that First Party has violated applicable provisions of the ADA, that violation shall constitute a breach of contract;

(g) if (e) or (f) occurs, the contract may be canceled, terminated or suspended in whole or in part by the State. The obligation to occupy and to pay any unpaid balance of rental payments shall cease from the date of cancellation, termination or suspension. Any prepaid rent shall be returned to Second Party from that date.

Parties to this contract understand that subsections (b) through (e) of this paragraph number 13 are not applicable to First Party who employ fewer than four (4) employees or whose contract with this State agency total \$5,000 or less during this fiscal year.

14. BINDING EFFECT

The terms and conditions of this Lease shall be binding upon the parties, their heirs, agents, administrators, executors or legal successors.

15. RESPONSIBILITY FOR TAXES

The State of Kansas shall not be responsible for, nor indemnify, First Party for any federal, state or local taxes, fees or assessments which may be imposed or levied upon the subject matter of the lease.

16. LIABILITY FOR DAMAGES

Notwithstanding any language to the contrary, the State shall not be responsible for any damages caused by the public or its employees except as provided in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, as amended.

17. ACCESSIBILITY

If the Department of Administration determines that improvements or changes are required for Second Party to comply with the minimum standards for accessible design, First Party agrees to make all improvements or changes within a reasonable period of time as determined by the Department of Administration. (Refer to the Americans with Disability Act Accessibility Guidelines ADAAG; also reference K.S.A. 58-1301 *et seq.*). If the improvements or changes have not or cannot be completed, the Department of Administration may require Second Party to terminate this lease upon the giving of 120 days notice in writing to First Party. The obligation to occupy and to pay any unpaid balance of rental payments shall cease from the date of termination. Any prepaid rent shall be returned to Second Party from that date.

Waiver of any element of this provision must be sought through application to the Director of Facilities Management with the recommendation of the ADA coordinator and can only be granted by the Secretary of Administration. Such waiver must be attached to and incorporated into this contract (reference: Special Provision 4).

The following minimum standards for accessible space shall be required (ADA Checklist, Checklist for Existing Facilities): 1. Accessible parking, if parking is included in this contract. 2. An accessible route from an accessible entrance to primary function areas (includes elevator if required to access other levels). 3. Accessible toilets.

18. SPECIAL PROVISIONS

The following Special Provisions indicated by an X and numbered as listed hereafter or those additional numbered Special Provisions contained on an attachment are made a part hereof and incorporated into this contract. (These numbers of the Special Provisions and any Additional Special Provisions applicable must be listed on the following line.)

The following Special Provisions apply: → _____

If applicable mark an X in the parentheses/box (X) below.

- Spec. Prov. 1. () Termination Prior to Expiration of Term: Notwithstanding the length of the term, Second Party may terminate this lease at any time prior to the expiration of the term upon the giving of _____ days notice in writing to First Party.
- Spec. Prov. 2. () Renewal: By the giving of notice in writing to First Party at least _____ days prior to the end of the term specified, Second Party may renew this lease for an additional term of _____ under the same rent, conditions and terms set out herein.
- Spec. Prov. 3. () Parking: First Party shall furnish to Second Party off-street parking for _____ motor vehicles upon land adjacent to the leased facility.
- Spec. Prov. 4. () Waiver: A waiver to the Accessibility Standards as specified in paragraph 17 above is attached and incorporated in this contract and made a part hereof.
- Spec. Prov. 5. () Should the premises not be available for occupancy on the first day of the lease term, the lessee will have no obligation to make rental payments until occupancy is available. The lessor agrees that liquidated damages in the amount of \$_____ per day shall be deducted from subsequent rental payments due from the Lessee, for the period from the first day of the lease term until the premises are ready for occupancy. If the premises are not available for occupancy _____ days after the first day of the lease term, the lessee may terminate the Real Estate Lease Agreement.

19. ADDITIONAL SPECIAL PROVISIONS

Additional Special Provisions, if any, should be set out on a separate sheet to begin with number six (6). Special Provisions must all be listed in numerical order to be considered effective to bind the parties; First Party and Second Party to this agreement must sign their names immediately following the last listed Additional Special Provision.

The following Additional Special Provisions apply: → _____

APPROVALS OF LESSOR & LESSEE

Lessor

Date

CERTIFICATION STATEMENT: I certify that the lease agreement is entered into within the authority of law, is with my approval, and that the person signing the same for the State immediately below is authorized to do so.

Lessee: State Agency Head

Date

APPROVALS OF STATE OF KANSAS: For Use By State Of Kansas Signatories Only

Director of Accounts and Reports, Department of Administration

Date

Attorney, Department of Administration

Date

Director of Facilities Management, Department of Administration

Date

Secretary of Administration

Date

Department of Administration
 Division of Facilities Management
OCCUPANCY EXPENSE WORKSHEET

DATE: _____

Agency Name: _____

Property Address: _____

Total Number of Employees: _____

Agency Contact: _____ Phone: _____

Address: _____ Email: _____

Total Sq. Ft. _____	Annual Amount	For DFM Use Only	Remarks
Rent	\$	\$	
Storage	\$	\$	
Parking Spaces	\$	\$	
Real Estate Taxes	\$	\$	
Insurance	\$	\$	
Utilities Gas	\$	\$	
Electricity	\$	\$	
Water	\$	\$	
Common Area Maintenance	\$	\$	
Janitorial Services	\$	\$	
Other Services/Costs	\$	\$	
* Improvements	\$		
Number of Police Reports During past twelve (12) month period	#		
Cost of all loses due to theft, vandalism, etc. in the last twelve (12) months.	\$	\$	

Instructions:

This is a worksheet that calculates an “annual” (most current 12 months) occupancy cost. Some of the categories may not apply to your lease. For example, a “full-services lease may contain taxes, insurance, utilities, and custodial expenses. If so, please note “F.S.” in the appropriate category.

* Enter the dollar amount spent by the agency for any improvements to the building and in the remarks column please list what the improvements were.

Questions regarding this worksheet should be directed to the Leasing Section at (785) 296-1318.

AMENDMENT TO LEASE

This constitutes an Amendment between _____ and _____ to their current real estate lease agreement.

The parties mutually agree that the lease agreement for the premises located at: _____ is hereby amendment as follows:

The lessee is currently leasing _____ square feet of office space at \$ _____ per square foot. This Amendment allows the agency to lease an additional _____ square feet of office space at \$ _____ per square foot. The rental payments would _____ from _____ per month to _____ per month. The effective date of these changes will be _____.

All other terms and conditions contained in the Primary Lease, dated _____, as well as Exhibits and Riders to the Primary Lease shall be applicable to this addendum to the Lease. Additionally, unless specifically modified, all terms and conditions of the Primary Lease remain unchanged and in full effect.

Lessor (Landlord)

Date

Lessee (Agency Head)

Date

Attorney, Department of Administration

Date

Director of Facilities Management, Department of Administration

Date

Secretary of Administration

Date

ADA CHECKLIST COVER SHEET

1. FACILITY FOR WHICH ADA CHECKLIST WAS COMPLETED:

Facility Name Address Suite No. City State Zip

2. DATE ADA CHECKLIST WAS COMPLETED:

3. PERSON COMPLETING ADA CHECKLIST:

Name & Title

Mailing Address

Phone

Email

4. STATE AGENCY FOR WHICH THE ADA CHECKLIST WAS COMPLETED:

State Agency Name

Agency No.

Agency Program Name (if applicable)

State Agency Contact Name (for this form)

Title

Phone

Email

Mailing Address

5. SUMMARY INFORMATION: (as of date ADA Checklist was completed)

- Meets accessibility requirements; no additional action needed at this time
- Does not meet accessibility requirements; other action needed (modifications, alternative access, waiver – explain below)
- Waiver requested for specific accessibility requirements of the ADA checklist; attach ADA Waiver form

Explanation/Justification for Other Action Needed (modifications, alternative access, waiver, etc.):
(attach additional pages if necessary)

6. ACKNOWLEDGMENT of STATE ADA COORDINATOR:

Reviewed – checklist is acceptable

Reviewed – checklist is unacceptable; return to State Agency Contact

Waiver – Approved/Disapproved:

Circle one

effective date

expiration date

Printed Name of State ADA Coordinator

Signature of State ADA Coordinator

Date

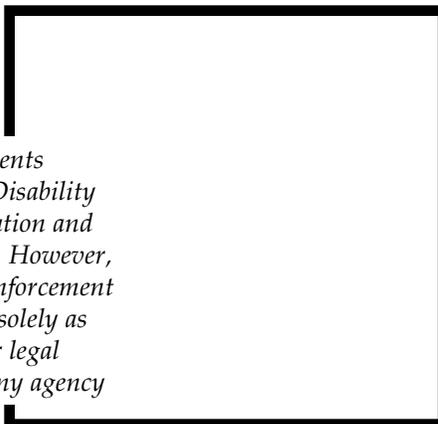
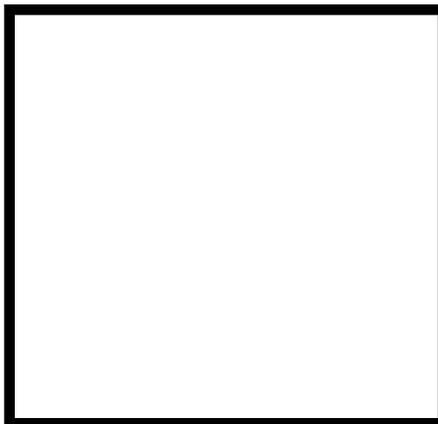
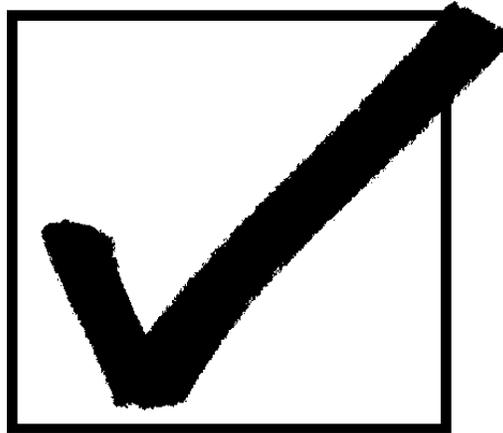
Checklist for Existing Facilities version 2.1



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The Americans with Disabilities Act Checklist for Readily Achievable Barrier Removal

August 1995

Checklist for Existing Facilities version 2.1

Introduction

Title III of the **Americans with Disabilities Act** requires public accommodations to provide goods and services to people with disabilities on an equal basis with the rest of the general public. The goal is to afford every individual the opportunity to benefit from our country's businesses and services, and to afford our businesses and services the opportunity to benefit from the patronage of all Americans.

The regulations require that architectural and communication barriers that are structural must be removed in public areas of **existing facilities** when their removal is **readily achievable**—in other words, easily accomplished and able to be carried out without much difficulty or expense. **Public accommodations** that must meet the barrier removal requirement include a broad range of establishments (both for-profit and nonprofit)—such as hotels, restaurants, theaters, museums, retail stores, private schools, banks, doctors' offices, and other places that serve the public. People who own, lease, lease out, or operate places of public accommodation in existing buildings are responsible for complying with the barrier removal requirement.

The removal of barriers can often be achieved by making simple changes to the physical environment. However, the regulations do not define exactly how much effort and expense are required for a facility to meet its obligation. This judgment must be made on a case-by-case basis, taking into consideration such factors as the size, type, and overall financial resources of the facility, and the nature and cost of the access improvements needed. These factors are described in more detail in the ADA regulations issued by the Department of Justice.

The process of determining what changes are readily achievable is not a one-time effort; access should be re-evaluated annually. Barrier removal that might be difficult to carry out now may be readily achievable later. Tax incentives are available to help absorb costs over several years.

Purpose of This Checklist

This checklist will help you identify accessibility problems and solutions in existing facilities in order to meet your obligations under the ADA.

The goal of the survey process is to plan how to make an existing facility more usable for people with disabilities. The Department of Justice (DOJ) recommends the development of an Implementation Plan, specifying what improvements you will make to remove barriers and when each solution will be carried out: "...Such a plan...could serve as evidence of a good faith effort to comply...."

Technical Requirements

This checklist details some of the requirements found in the ADA Standards for Accessible Design (Standards). The ADA Accessibility Guidelines (ADAAG), when adopted by DOJ, became the Standards. The Standards are part of the Department of Justice Title III Regulations, 28 CFR Part 36 (*Nondiscrimination on the basis of disability... Final Rule*). Section 36.304 of this regulation, which covers barrier removal, should be reviewed before this survey is conducted.

However, keep in mind that full compliance with the Standards is required only for new construction and alterations. The requirements are presented here as a guide to help you determine what may be readily achievable barrier removal for existing facilities. The Standards should be followed for all barrier removal unless doing so is not readily achievable. If complying with the Standards is not readily achievable, you may undertake a modification that does not fully comply, as long as it poses no health or safety risk.

In addition to the technical specifications, each item has a scoping provision, which can be found under Section 4.1 in the Standards. This section clarifies when access is required and what the exceptions may be.

Each state has its own regulations regarding accessibility. To ensure compliance with all codes, know your state and local codes and use the more stringent technical requirement for every modification you make; that is, the requirement that provides greater access for individuals with disabilities. The barrier removal requirement for existing facilities is new under the ADA and supersedes less stringent local or state codes.

What This Checklist is Not

This checklist does not cover all of the requirements of the Standards; therefore, it is **not** for facilities undergoing new construction or alterations. In addition, it does not attempt to illustrate all possible barriers or propose all possible barrier removal solutions. The Standards should be consulted for guidance in situations not covered here.

The Title III regulation covers more than barrier removal, but this checklist does **not** cover Title III's requirements for nondiscriminatory policies and practices and for the provision of auxiliary communication aids and services. The communication features covered are those that are **structural** in nature.

Priorities

This checklist is based on the four priorities recommended by the Title III regulations for planning readily achievable barrier removal projects:

- Priority 1: Accessible **approach and entrance**
- Priority 2: Access to **goods and services**
- Priority 3: Access to **rest rooms**
- Priority 4: Any **other measures** necessary

Note that the references to ADAAG throughout the checklist refer to the Standards for Accessible Design.

How to Use This Checklist

- ✓ **Get Organized:** Establish a time frame for completing the survey. Determine how many copies of the checklist you will need to survey the whole facility. Decide who will conduct the survey. It is strongly recommended that you invite two or three additional people, including people with various disabilities and accessibility expertise, to assist in identifying barriers, developing solutions for removing these barriers, and setting priorities for implementing improvements.
- ✓ **Obtain Floor Plans:** It is very helpful to have the building floor plans with you while you survey. If plans are not available, use graph paper to sketch the layout of all interior and exterior spaces used by your organization. Make notes on the sketch or plan while you are surveying.
- ✓ **Conduct the Survey:** Bring copies of this checklist, a clipboard, a pencil or pen, and a flexible steel

tape measure. With three people surveying, one person numbers key items on the floor plan to match with the field notes, taken by a second person, while the third takes measurements. **Be sure to record all dimensions!** As a reminder, questions that require a dimension to be measured and recorded are marked with the ruler symbol.  Think about each space from the perspective of people with physical, hearing, visual, and cognitive disabilities, noting areas that need improvement.

- ✓ **Summarize Barriers and Solutions:** List barriers found and ideas for their removal. Consider the solutions listed beside each question, and add your own ideas. Consult with building contractors and equipment suppliers to estimate the costs for making the proposed modifications.
- ✓ **Make Decisions and Set Priorities:** Review the summary with decision makers and advisors. Decide which solutions will best eliminate barriers at a reasonable cost. Prioritize the items you decide upon and make a timeline for carrying them out. Where the removal of barriers is not readily achievable, you must consider whether there are **alternative methods** for providing access that *are* readily achievable.
- ✓ **Maintain Documentation:** Keep your survey, notes, summary, record of work completed, and plans for alternative methods on file.
- ✓ **Make Changes:** Implement changes as planned. Always refer directly to the Standards and your state and local codes for complete technical requirements before making any access improvement. References to the applicable sections of the Standards are listed at the beginning of each group of questions. If you need help understanding the federal, state, or local requirements, contact your Disability and Business Technical Assistance Center.
- ✓ **Follow Up:** Review your Implementation Plan each year to re-evaluate whether more improvements have become readily achievable.

To obtain a copy of the Title III regulations and the Standards or other technical information, call the U.S. Dept. of Justice ADA Information Line at (800) 514-0301 Voice, (202) 514-0381 TDD, or (800) 514-0383 TDD. For questions about ADAAG, contact the Architectural and Transportation Barriers Compliance Board at (800) USA-ABLE.

Priority

1 Accessible Approach/Entrance

People with disabilities should be able to arrive on the site, approach the building, and enter as freely as everyone else. At least one route of travel should be safe and accessible for everyone, including people with disabilities.

Route of Travel (ADAAG 4.3, 4.4, 4.5, 4.7)

Is there a route of travel that does not require the use of stairs?

Yes No

- Add a ramp if the route of travel is interrupted by stairs.
- Add an alternative route on level ground.

Is the route of travel stable, firm and slip-resistant?

- Repair uneven paving.
- Fill small bumps and breaks with beveled patches.
- Replace gravel with hard top.

 Is the route at least 36 inches wide?


 width

- Change or move landscaping, furnishings, or other features that narrow the route of travel.
- Widen route.

 Can all objects protruding into the circulation paths be detected by a person with a visual disability using a cane?


 distance from wall/
 height

- Move or remove protruding objects.
- Add a cane-detectable base that extends to the ground.
- Place a cane-detectable object on the ground underneath as a warning barrier.

In order to be detected using a cane, an object must be within 27 inches of the ground. Objects hanging or mounted overhead must be higher than 80 inches to provide clear head room. It is not necessary to remove objects that protrude less than 4 inches from the wall.

Do curbs on the route have curb cuts at drives, parking, and drop-offs?

- Install curb cut.
- Add small ramp up to curb.

Ramps (ADAAG 4.8)

 Are the slopes of ramps no greater than 1:12?


 slope

- Lengthen ramp to decrease slope.
- Relocate ramp.
- If available space is limited, reconfigure ramp to include switchbacks.

Slope is given as a ratio of the height to the length. 1:12 means for every 12 inches along the base of the ramp, the height increases one inch. For a 1:12 maximum slope, **at least** one foot of ramp length is needed for each inch of height.

QUESTIONS

POSSIBLE SOLUTIONS

Ramps, continued

Do all ramps longer than 6 feet have railings on both sides?

Yes No

Add railings.

 Are railings sturdy, and between 34 and 38 inches high?

Adjust height of railing if not between 30 and 38 inches.

height

Secure handrails in fixtures.

 Is the width between railings or curbs at least 36 inches?

Relocate the railings.

width

Widen the ramp.

Are ramps non-slip?

Add non-slip surface material.

 Is there a 5-foot-long level landing at every 30-foot horizontal length of ramp, at the top and bottom of ramps and at switchbacks?

Remodel or relocate ramp.

length

 Does the ramp rise no more than 30 inches between landings?

Remodel or relocate ramp.

rise

Parking and Drop-Off Areas (ADAAG 4.6)

 Are an adequate number of accessible parking spaces available (8 feet wide for car plus 5-foot access aisle)? For guidance in determining the appropriate number to designate, the table below gives the ADAAG requirements for new construction and alterations (for lots with more than 100 spaces, refer to ADAAG):

Total spaces	Accessible
1 to 25	1 space
26 to 50	2 spaces
51 to 75	3 spaces
76 to 100	4 spaces

Reconfigure a reasonable number of spaces by repainting stripes.

number of accessible spaces

Note widths of existing accessible spaces:

 Are 8-foot-wide spaces, with minimum 8-foot-wide access aisles, and 98 inches of vertical clearance, available for lift-equipped vans?

Reconfigure to provide van-accessible space(s).

width/
vertical clearance

At least one of every 8 accessible spaces must be van-accessible (with a minimum of one van-accessible space in all cases).

QUESTIONS

POSSIBLE SOLUTIONS

Parking and Drop-Off Areas, continued

Are the access aisles part of the accessible route to the accessible entrance?

Yes No

Are the accessible spaces closest to the accessible entrance?

Are accessible spaces marked with the International Symbol of Accessibility? Are there signs reading "Van Accessible" at van spaces?

Is there an enforcement procedure to ensure that accessible parking is used only by those who need it?

- Add curb ramps.
- Reconstruct sidewalk.
- Reconfigure spaces.
- Add signs, placed so that they are not obstructed by cars.
- Implement a policy to check periodically for violators and report them to the proper authorities.

Entrance (ADAAG 4.13, 4.14, 4.5)

If there are stairs at the main entrance, is there also a ramp or lift, or is there an alternative accessible entrance?

Do not use a service entrance as the accessible entrance unless there is no other option.

Do all inaccessible entrances have signs indicating the location of the nearest accessible entrance?

Can the alternate accessible entrance be used independently?

 Does the entrance door have at least 32 inches clear opening (for a double door, at least one 32-inch leaf)?


 clear opening

 Is there at least 18 inches of clear wall space on the pull side of the door, next to the handle?


 clear space

A person using a wheelchair or crutches needs this space to get close enough to open the door.

- If it is not possible to make the main entrance accessible, create a dignified alternate accessible entrance. If parking is provided, make sure there is accessible parking near all accessible entrances.
- Install signs before inaccessible entrances so that people do not have to retrace the approach.
- Eliminate as much as possible the need for assistance—to answer a doorbell, to operate a lift, or to put down a temporary ramp, for example.
- Widen the door to 32 inches clear.
- If technically infeasible, widen to 31-3/8 inches minimum.
- Install offset (swing-clear) hinges.
- Remove or relocate furnishings, partitions, or other obstructions.
- Move door.
- Add power-assisted or automatic door opener.

QUESTIONS

POSSIBLE SOLUTIONS

 **Entrance, continued**
Is the threshold edge 1/4-inch high or less, or if beveled edge, no more than 3/4-inch high?

Yes No


height

- If there is a single step with a rise of 6 inches or less, add a short ramp.
- If there is a threshold greater than 3/4-inch high, remove it or modify it to be a ramp.

 If provided, are carpeting or mats a maximum of 1/2-inch high?


height

- Replace or remove mats.

Are edges securely installed to minimize tripping hazards?

- Secure carpeting or mats at edges.

 Is the door handle no higher than 48 inches and operable with a closed fist?


height

- Lower handle.
- Replace inaccessible knob with a lever or loop handle.
- Retrofit with an add-on lever extension.

The “closed fist” test for handles and controls: Try opening the door or operating the control using only one hand, held in a fist. If you can do it, so can a person who has limited use of his or her hands.

 Can doors be opened without too much force (exterior doors reserved; maximum is 5 lbf for interior doors)?


force

- Adjust the door closers and oil the hinges.
- Install power-assisted or automatic door openers.
- Install lighter doors.

You can use an inexpensive force meter or a fish scale to measure the force required to open a door. Attach the hook end to the doorknob or handle. Pull on the ring end until the door opens, and read off the amount of force required. If you do not have a force meter or a fish scale, you will need to judge subjectively whether the door is easy enough to open.

 If the door has a closer, does it take at least 3 seconds to close?


seconds

- Adjust door closer.

Priority

2 Access to Goods and Services

Ideally, the layout of the building should allow people with disabilities to obtain materials or services without assistance.

Yes No

Horizontal Circulation (ADAAG 4.3)

Does the accessible entrance provide direct access to the main floor, lobby, or elevator?

- Add ramps or lifts.
- Make another entrance accessible.

Are all public spaces on an accessible route of travel?

- Provide access to all public spaces along an accessible route of travel.

 Is the accessible route to all public spaces at least 36 inches wide?


 width

- Move furnishings such as tables, chairs, display racks, vending machines, and counters to make more room.

 Is there a 5-foot circle or a T-shaped space for a person using a wheelchair to reverse direction?


 width

- Rearrange furnishings, displays, and equipment.

Doors (ADAAG 4.13)

 Do doors into public spaces have at least a 32-inch clear opening?


 clear opening

- Install offset (swing-clear) hinges.
- Widen doors.

 On the pull side of doors, next to the handle, is there at least 18 inches of clear wall space so that a person using a wheelchair or crutches can get near to open the door?


 clear space

- Reverse the door swing if it is safe to do so.
- Move or remove obstructing partitions.

 Can doors be opened without too much force (5 lbf maximum for interior doors)?


 force

- Adjust or replace closers.
- Install lighter doors.
- Install power-assisted or automatic door openers.

 Are door handles 48 inches high or less and operable with a closed fist?


 height

- Lower handles.
- Replace inaccessible knobs or latches with lever or loop handles.
- Retrofit with add-on levers.
- Install power-assisted or automatic door openers.

 Are all threshold edges 1/4-inch high or less, or if beveled edge, no more than 3/4-inch high?


 height

- If there is a threshold greater than 3/4-inch high, remove it or modify it to be a ramp.
- If between 1/4- and 3/4-inch high, add bevels to both sides.

QUESTIONS

POSSIBLE SOLUTIONS

Rooms and Spaces (ADAAG 4.2, 4.4, 4.5)

 Are all aisles and pathways to materials and services at least 36 inches wide?

Yes No


width

Rearrange furnishings and fixtures to clear aisles.

 Is there a 5-foot circle or T-shaped space for turning a wheelchair completely?


width

Rearrange furnishings to clear more room.

Is carpeting low-pile, tightly woven, and securely attached along edges?

Secure edges on all sides.
 Replace carpeting.

 In circulation paths through public areas, are all obstacles cane-detectable (located within 27 inches of the floor or higher than 80 inches, or protruding less than 4 inches from the wall)?


height/
protrusion

Remove obstacles.
 Install furnishings, planters, or other cane-detectable barriers underneath.

Emergency Egress (ADAAG 4.28)

If emergency systems are provided, do they have both flashing lights and audible signals?

Install visible and audible alarms.
 Provide portable devices.

Signage for Goods and Services (ADAAG 4.30)

Different requirements apply to different types of signs.

 If provided, do signs and room numbers designating permanent rooms and spaces where goods and services are provided comply with the appropriate requirements for such signage?

Provide signs that have raised letters, Grade II Braille, and that meet all other requirements for permanent room or space signage. (See ADAAG 4.1.3(16) and 4.30.)

• Signs mounted with centerline 60 inches from floor.

Y N
 
height

• Mounted on wall adjacent to latch side of door, or as close as possible.

• Raised characters, sized between 5/8 and 2 inches high, with high contrast (for room numbers, rest rooms, exits).


character
height

• Brailled text of the same information.

• If pictogram is used, it must be accompanied by raised characters and braille.

QUESTIONS

POSSIBLE SOLUTIONS

Directional and Informational Signage

The following questions apply to directional and informational signs that fall under Priority 2.

Yes No

 If mounted above 80 inches, do they have letters at least 3 inches high, with high contrast, and non-glare finish?

letter height

Review requirements and replace signs as needed, meeting the requirements for character size, contrast, and finish.

Do directional and informational signs comply with legibility requirements? (Building directories or temporary signs need not comply.)

Review requirements and replace signs as needed.

Controls (ADAAG 4.27)

 Are all controls that are available for use by the public (including electrical, mechanical, cabinet, game, and self-service controls) located at an accessible height?

height

Relocate controls.

Reach ranges: The maximum height for a side reach is 54 inches; for a forward reach, 48 inches. The minimum reachable height is 15 inches for a front approach and 9 inches for a side approach.

Are they operable with a closed fist?

Replace controls.

Seats, Tables, and Counters (ADAAG 4.2, 4.32, 7.2)

 Are the aisles between fixed seating (other than assembly area seating) at least 36 inches wide?

width

Rearrange chairs or tables to provide 36-inch aisles.

Are the spaces for wheelchair seating distributed throughout?

Rearrange tables to allow room for wheelchairs in seating areas throughout the area.
 Remove some fixed seating.

 Are the tops of tables or counters between 28 and 34 inches high?

height

Lower part or all of high surface.
 Provide auxiliary table or counter.

 Are knee spaces at accessible tables at least 27 inches high, 30 inches wide, and 19 inches deep?

height/
width/
depth

Replace or raise tables.

QUESTIONS

POSSIBLE SOLUTIONS

 **Seats, Tables, and Counters, continued**
At each type of cashier counter, is there a portion of the main counter that is no more than 36 inches high?

Yes No


height

- Provide a lower auxiliary counter or folding shelf.
- Arrange the counter and surrounding furnishings to create a space to hand items back and forth.

 Is there a portion of food-ordering counters that is no more than 36 inches high, or is there space at the side for passing items to customers who have difficulty reaching over a high counter?


height

- Lower section of counter.
- Arrange the counter and surrounding furnishings to create a space to pass items.

Vertical Circulation (ADAAG 4.1.3(5), 4.3)

Are there ramps, lifts, or elevators to all public levels?

- Install ramps or lifts.
- Modify a service elevator.
- Relocate goods or services to an accessible area.

On each level, if there are stairs between the entrance and/or elevator and essential public areas, is there an accessible alternate route?

- Post clear signs directing people along an accessible route to ramps, lifts, or elevators.

Stairs (ADAAG 4.9)

The following questions apply to stairs connecting levels *not* serviced by an elevator, ramp, or lift.

Do treads have a non-slip surface?

- Add non-slip surface to treads.

Do stairs have continuous rails on both sides, with extensions beyond the top and bottom stairs?

- Add or replace handrails if possible within existing floor plan.

Elevators (ADAAG 4.10)

Are there both visible and verbal or audible door opening/closing and floor indicators (one tone = up, two tones = down)?

- Install visible and verbal or audible signals.

 Are the call buttons in the hallway no higher than 42 inches?


height

- Lower call buttons.
- Provide a permanently attached reach stick.

Do the controls inside the cab have raised and braille lettering?

- Install raised lettering and braille next to buttons.

QUESTIONS

POSSIBLE SOLUTIONS

Elevators, continued

Is there a sign on both door jambs at every floor identifying the floor in raised and braille letters?

Yes No

If an emergency intercom is provided, is it usable without voice communication?

Is the emergency intercom identified by braille and raised letters?

Lifts (ADAAG 4.2, 4.11)

Can the lift be used without assistance? If not, is a call button provided?

 Is there at least 30 by 48 inches of clear space for a person in a wheelchair to approach to reach the controls and use the lift?


 clear space

 Are controls between 15 and 48 inches high (up to 54 inches if a side approach is possible)?


 height

- Install tactile signs to identify floor numbers, at a height of 60 inches from floor.
- Modify communication system.
- Add tactile identification.
- At each stopping level, post clear instructions for use of the lift.
- Provide a call button.
- Rearrange furnishings and equipment to clear more space.
- Move controls.

Priority

3 Usability of Rest Rooms

When rest rooms are open to the public, they should be accessible to people with disabilities.

Getting to the Rest Rooms (ADAAG 4.1)

If rest rooms are available to the public, is at least one rest room (either one for each sex, or unisex) fully accessible?

Are there signs at inaccessible rest rooms that give directions to accessible ones?

- Reconfigure rest room.
- Combine rest rooms to create one unisex accessible rest room.
- Install accessible signs.

Doorways and Passages (ADAAG 4.2, 4.13, 4.30)

Is there tactile signage identifying rest rooms?

Mount signs on the wall, on the latch side of the door, complying with the requirements for permanent signage. Avoid using ambiguous symbols in place of text to identify rest rooms.

- Add accessible signage, placed to the side of the door, 60 inches to centerline (not on the door itself).

QUESTIONS

POSSIBLE SOLUTIONS

Doorways and Passages, continued

Are pictograms or symbols used to identify rest rooms, and, if used, are raised characters and braille included below them?

Yes No

- If symbols are used, add supplementary verbal signage with raised characters and braille below pictogram symbol.

 Is the doorway at least 32 inches clear?


 clear width

- Install offset (swing-clear) hinges.
- Widen the doorway.

 Are doors equipped with accessible handles (operable with a closed fist), 48 inches high or less?


 height

- Lower handles.
- Replace knobs or latches with lever or loop handles.
- Add lever extensions.
- Install power-assisted or automatic door openers.

 Can doors be opened easily (5 lbf maximum force)?


 force

- Adjust or replace closers.
- Install lighter doors.
- Install power-assisted or automatic door openers.

 Does the entry configuration provide adequate maneuvering space for a person using a wheelchair?


 clear width

- Rearrange furnishings such as chairs and trash cans.
- Remove inner door if there is a vestibule with two doors.
- Move or remove obstructing partitions.

A person in a wheelchair needs 36 inches of clear width for forward movement, and a 5-foot diameter or T-shaped clear space to make turns. A minimum distance of 48 inches clear of the door swing is needed between the two doors of an entry vestibule.

 Is there a 36-inch-wide path to all fixtures?


 width

- Remove obstructions.

Stalls (ADAAG 4.17)

Is the stall door operable with a closed fist, inside and out?

- Replace inaccessible knobs with lever or loop handles.
- Add lever extensions.

 Is there a wheelchair-accessible stall that has an area of at least 5 feet by 5 feet, clear of the door swing, OR is there a stall that is less accessible but that provides greater access than a typical stall (either 36 by 69 inches or 48 by 69 inches)?


 length/
width

- Move or remove partitions.
- Reverse the door swing if it is safe to do so.

QUESTIONS

POSSIBLE SOLUTIONS

Stalls, continued

In the accessible stall, are there grab bars behind and on the side wall nearest to the toilet?

Yes No

Add grab bars.

 Is the toilet seat 17 to 19 inches high?

Add raised seat.

height

Lavatories (ADAAG 4.19, 4.24)

 Does one lavatory have a 30-inch-wide by 48-inch-deep clear space in front?

- Rearrange furnishings.
- Replace lavatory.
- Remove or alter cabinetry to provide space underneath.
- Make sure hot pipes are covered.
- Move a partition or wall.

A maximum of 19 inches of the required depth may be under the lavatory.

clear space

 Is the lavatory rim no higher than 34 inches?

Adjust or replace lavatory.

height

 Is there at least 29 inches from the floor to the bottom of the lavatory apron (excluding pipes)?

Adjust or replace lavatory.

height

Can the faucet be operated with one closed fist?

Replace with paddle handles.

Are soap and other dispensers and hand dryers within reach ranges (see page 7) and usable with one closed fist?

- Lower dispensers.
- Replace with or provide additional accessible dispensers.

 Is the mirror mounted with the bottom edge of the reflecting surface 40 inches high or lower?

- Lower or tilt down the mirror.
- Add a larger mirror anywhere in the room.

height

Priority

4 Additional Access

Note that this priority is for items not required for basic access in the first three priorities.

When amenities such as drinking fountains and public telephones are provided, they should also be accessible to people with disabilities.

Drinking Fountains (ADAAG 4.15)

 Is there at least one fountain with clear floor space of at least 30 by 48 inches in front?

Clear more room by rearranging or removing furnishings.

clear space

QUESTIONS

POSSIBLE SOLUTIONS

Drinking Fountains, continued

 Is there one fountain with its spout no higher than 36 inches from the ground, and another with a standard height spout (or a single "hi-lo" fountain)?

Yes No


 height

Are controls mounted on the front or on the side near the front edge, and operable with one closed fist?

 Is each water fountain cane-detectable (located within 27 inches of the floor or protruding into the circulation space less than 4 inches from the wall)?


 height/
 protrusion

- Provide cup dispensers for fountains with spouts that are too high.
- Provide accessible cooler.
- Replace the controls.
- Place a planter or other cane-detectable barrier on each side at floor level.

Telephones (ADAAG 4.31)

 If pay or public use phones are provided, is there clear floor space of at least 30 by 48 inches in front of at least one?


 clear space

 Is the highest operable part of the phone no higher than 48 inches (up to 54 inches if a side approach is possible)?


 height

 Does the phone protrude no more than 4 inches into the circulation space?


 protrusion

Does the phone have push-button controls?

Is the phone hearing-aid compatible?

Is the phone adapted with volume control?

Is the phone with volume control identified with appropriate signage?

If there are four or more public phones in the building, is one of the phones equipped with a text telephone (TT or TDD)?

Is the location of the text telephone identified by accessible signage bearing the International TDD Symbol?

- Move furnishings.
- Replace booth with open station.
- Lower telephone.
- Place a cane-detectable barrier on each side at floor level.
- Contact phone company to install push-buttons.
- Have phone replaced with a hearing-aid compatible one.
- Have volume control added.
- Add signage.
- Install a text telephone.
- Have a portable TT available.
- Provide a shelf and outlet next to phone.
- Add signage.

WAIVER TO ACCESSIBILITY CLAUSE IN DA-46 REAL ESTATE LEASE AGREEMENT

Waiver is hereby granted from the accessibility requirements of Clause 17 of the DA-46. The accessibility requirements as waived by the Secretary of Administration contain the following provisions:

This Waiver must be executed, incorporated into the Real Estate Lease Agreement DA-46 by execution of Special Provision 4 of the DA-46 and attached to the DA-46.

Lessor (Landlord)

Date

Lessee (Agency Head)

Date

Attorney, Department of Administration

Date

ADA Coordinator

Date

Director of Facilities Management, Department of Administration

Date

Secretary of Administration

Date

APPENDIX B

Samples

Sample – Public Notice Advertisement

Sample – Space Specifications - Short

Sample – Space Specifications – Medium

Sample – Space Specifications - Long

Sample – Cost Proposal Sheet

Sample – Bid Tab Sheet

PUBLIC NOTICE
State of Kansas
Informal Request for Proposals
Leased Office Space

The Kansas Governmental Ethics Commission is accepting proposals for approximately 2,500 square feet of office space in downtown Topeka, Kansas. Proximity to the statehouse will be given preference. Ten (10) parking spaces must be available in close proximity for employees to purchase. Additional visitor parking for 2-4 vehicles should be available in close proximity. The facility should be ADA compliant. Information regarding the description of the property, name and address of the contact person and a complete cost proposal sheet should be included in the written proposal. A full service lease is preferred. The desired occupancy date is July 12009. The desired lease term is for five (5) years with five (5) additional one (1) year options.

Additional information and the cost proposal form are available at:
<http://da.ks.gov/fm/dfm/services/InformalBidSolicitationsforLeasedSpace.htm>

Proposals may be submitted electronically via email, faxed, mailed or hand-delivered to:

Linda Thomas
900 SW Jackson Street, Room 600
Topeka, Kansas 66612
Linda.Thomas@da.ks.gov
(785)296-5909 phone
(785)296-3456 fax

The deadline for submission of proposals is Monday, February 16, 2009 at 10:00 a.m.

State of Kansas, Agency
Informal Request for Leased Office Space
In Anytown, Kansas

October 1, 2009

1.0 Requested Lease Terms and Conditions

The following provides an overview of the lease terms and conditions being sought by State of Kansas, Agency. Additional lease terms and conditions will be provided for in the written Lease Agreement between the parties. The base lease document is the State's standard lease form (DA-46) which may be found at: <http://da.ks.gov/fm/dfm/services/leasing.htm>.

- Initial lease term desired: three (3) year lease
- Renewal option: two (2) renewable 1 year options
- Estimated space requirement: Approx. 2,160 square feet of useable space
- Number of staff to accommodate in leased space: 9
- Number of parking stalls required: 10 with overnight capabilities
- Entire leased space on one floor

The Office of the State of Kansas, Agency preference is for a Full Service lease for an initial term of three (3) years with two (2) one-year renewal options. **The desired occupancy is approximately July 1, 2010.**

1.1 Proposals Submission Process:

The deadline for submission of proposals is 2:00 p.m. local time on December 31, 2009

Written proposals should include a completed cost proposal sheet which is available at: <http://da.ks.gov/fm/dfm/services/InformalBidSolicitationsforLeasedSpace.htm>.

The State prefers proposals to be submitted electronically via email to Agency or Leasing personnel. Paper proposals will also be accepted and may be faxed, mailed or hand delivered by the deadline to the address below. If submitting paper proposals, please submit one (1) original and three (3) copies. **Late proposals, whether electronic or paper, will not be considered.**

Office of the State of Kansas, Agency
c/o name
123 Main St
Anytown, Ks 66603

Please direct questions regarding this proposal to same name as above, 785-296-0000, or Any.one@email.ks.gov

Existing Space – prospective bidders may arrange for a tour of the current State of Kansas, Agency space by contacting same name as above, 123 Main St. Anytown, Kansas 666669.

1.2 Space Requirements:

- **Location** – The office location is to be in Erie, Ks.
- **Parking** – 6 parking spaces are required, all within one half block of the office space with overnight capabilities. The cost for these parking stalls is to be included in the cost of the lease.

- **Rest Rooms** – Furnish and maintain as part of the lease, in close proximity to leased space and ADA Compliant.
- **ADA Compliance** – See <http://www.da.ks.gov/ps/dapers/working%20folder/ada.htm>

1.3 Space Preferences:

- **File Area** – 100 sq ft area where flooring is able to support heavy fireproof file cabinets.
- **Work Space Areas** – To accommodate four (4) cubicles or large open desk areas close to other office areas and one printer, copy machine, server, electrical connections for fax machine and private office 140 sq ft. (approximately).
- **Break Area** – Running water with sink, disposal and small kitchen cabinets, with counter top sufficient for location of microwave. In addition, water line hook up and space for a small refrigerator with an ice maker in close proximity to leased space.

State Board of Agency

Informal Request for Leased Office Space In Topeka, Kansas

January 20, 2009

1.0 Requested Lease Terms and Conditions

The following provides an overview of the lease terms and conditions being sought by **State of Kansas**. Additional lease terms and conditions will be provided for in the written Lease Agreement between the parties. The base lease document is the State's standard lease form (DA-46) which may be found at: <http://da.ks.gov/fm/dfm/services/leasing.htm>.

- Initial lease term desired: **5 year lease**
- Renewal option: **5 one-year renewal options will be considered**

The **State Board of Agency's** preference is for a **Full Service lease for a five year initial term with five one-year renewal options. The desired occupancy is April 1, 2010.**

Administrative Office:

- Occupancy Date: **July 1, 2009**
- Estimated space requirement: **Approx. 3,480 square feet of useable space**
- Number of staff to accommodate in leased space: **13**
- Number of off-street parking stalls required: **13**
- Office entrances & exits: **2 – 1 primary and 1 emergency. Primary entrance needs push button secured entry system.**
- Entire leased space on one floor

1.1 Proposals Submission Process:

The deadline for submission of proposals is 2:00 p.m. local time on January 2 , 2010.

Written proposals should include a completed cost proposal sheet which is available at: <http://da.ks.gov/fm/dfm/services/InformalBidSolicitationsforLeasedSpace.htm>.

The State prefers proposals to be submitted electronically via email to **Worker Bee, Assistant Director**, Any.one@email.ks.gov . Paper proposals will also be accepted and may be faxed, mailed or hand delivered by the deadline to the address below. If submitting paper proposals, please submit one (1) original and two (2) copies. **Late proposals, whether electronic or paper, will not be considered.**

State Board of Agency
c/o Worker Bee
123 Main St.
Anytown, Ks 66666

Please direct questions regarding this proposal to **Worker Bee, Assistant Director** at Any.one@email.ks.gov or at (785) 296-0000.

Existing Space – prospective bidders may arrange for a tour of the existing space of the State Board of Agency office by contacting **Worker bee, Assistant Director** at (785) 296-0000.

1.2 Space Requirements:

Administrative Office:

- **Location** – The office location is to be in the downtown **Topeka, Ks. Capital Complex Area**. It is preferred that the Administrative Office be located within walking distance (3 blocks, +/-) of the Statehouse, the Landon State Office Building, and the Docking State Office Building.
- **Parking** – Thirteen (13) off street parking spaces are required, preferably within one half block of the office space. The cost for these parking stalls is to be included in the cost of the lease. One (1) visitor parking space (free preferred) shall be available adjacent to or within reasonable walking distance from the building entrance. It is preferred that nine (9) additional parking spaces be available one Friday afternoon per calendar quarter for Board Member usage during their quarterly meeting.
- **Private Offices** – Three (3) offices with floor to ceiling walls, lockable doors, two master keys, minimum 44” hallways with all necessary cable, internet, data, electrical, and phone connections. Windows preferred, not a must.
 1. Executive Director Office – to include a small meeting room that can be closed off separately that holds up to 6 people.
 2. Assistant Director Office – provide room for one lateral file cabinet.
 3. Technology Support Consultant II's –adjacent to the IT server room and to the IT testing, training, and work area. Since computer and small electronic equipment may be contained in this area, the IT area should be secured. The two TSC II's will share the open office area with cubicle partitions.
- **Cubicle Area** – Contiguous space for six (6) 8x8 cubicles or open desk areas, aisles to be at least 44” wide, with all necessary cable, internet, data, electrical, and phone connections.
- **Cubicle Area** – One (1) space for 8x8 cubicle or open desk area, aisles to be at least 44” wide, with all necessary cable, internet, data, electrical, and phone connections. This space to be in reception area and is described further below.
- **IT Server Room** – Will house multiple agency servers and store semi-retired computer equipment. Needs to be climate controlled with separate HVAC vents, return ducts, and thermostat or an independent cooling unit. Flooring should be resilient tile or ceramic tile flooring; no carpet.
- **IT Work Area, Training, Testing Room** - Needs multiple electrical, phone, and internet jacks beyond the normal office area requirements.
- **Central File Area** – The central file area and the work room should be located in the office with staff work areas and offices situated to the exterior of the office. The flooring must be able to support file cabinets and contents.
- **Work Space Areas** – Open work area central to other office areas. Will contain copy machine, shredder, supply cabinet, collating and mailing table, bins for out-based offices for mail and supply distribution. Needs electrical and fax connections for multipurpose copy machine.

Conference Room – Minimum size of 400-450 sq ft. Should be wired for video, data, and telephone conferencing. Video wiring needs to be Category 6e, tested and certified, following the BICSI (Building Industry Consulting Service International) standard. Prefer location close to main office entrance. May have external hallway entrance and can be shared with other agency offices located within the same building.

- **Break Room** – Furnish and maintain a break room as part of the lease. The break room should be located in the office so that it is convenient for staff usage and away from the front entrance. The room will be used as a coffee area and for lunchtime activities. It should have cabinets, counter space and a

sink large enough to wash a 20 cup coffee pot. Electrical hookups are needed for a full-size refrigerator, two microwave ovens, a toaster, and two coffee pots.

- **Reception / Waiting Area** – One (1) room for reception, open and next to the front door with electrical connection close to the office entrance. This area to include the 8x8 cubicle work area specified above as well as seating for up to 4 individuals. Should contain space for a printer/fax machine and mailboxes for eleven staff members.
- **Rest Rooms** – Furnish and maintain as part of the lease, in close proximity to leased space.

Please see chart below for detail break down of various space requirements (all sizes are approximate).

Space Requirements Breakdown

LINE #	ADMINISTRATIVE OFFICE	TYPE	WORK AREAS	NET USABLE SQ FT	TOTAL NET USABLE SQ FT
1	Executive Director w Attached Mtg Rm	E	1	225	225
2	Assistant Director	E	1	100	100
3	Public Service Executive II	A	1	100	100
4	Information Technology Manager	A	1	100	100
5	Technology Support Consultant II	E, O	2	64	128
6	Human Resource Prof II	A	1	100	100
7	Interview Room	E	1	100	100
8	Accountant III	O	1	64	64
9	Accountant I	O	1	64	64
10	Accounting Specialist	O	1	64	64
11	Senior Administrative Assistant/Receptionist	O	1	64	64
12	IT Server / Telecom Room & Secured Storage (Climate Controlled)	E	1	168	168
13	IT Training, Testing, & Work Area	E	1	200	200
14	Central File Area	O	1	300	300
15	Work Room-Printer, Fax, Mail, Supplies Copier, Shredder,	A	1	150	150
16	Conference, Board, Training Room	E	1	450	450
17	Break & Kitchen Area	A	1	200	200
18	Waiting Area	O	1	100	100
	Subtotal				2,677
	Circulation Multiplier 30%				803
	TOTAL ADMINISTRATIVE OFFICE				3,480

*The preceding is the approximate square footage need. Each building is unique, and development of the building floor plan will determine the actual square footage need. *The Total Useable square footage is expected to be in close proximity to total rentable area.*

Area Type Definitions:

- A** Area partly enclosed or open depending on space plan or building configuration
- E** Enclosed room or workstation with hard wall construction with a door
- O** Open office area – may use miscellaneous open office systems furniture and components (typically Herman Miller).

SAMPLE

State Board of Indigents' Defense Services

Informal Request for Leased Office Space For Five Separate Offices In Topeka, Kansas

Administrative Office
Appellate Defender Office
Northeast Kansas Conflicts Office
Third Judicial District Public Defender Office
Topeka Death Penalty Defense Office

January 20, 2009

1.0 Requested Lease Terms and Conditions

The following provides an overview of the lease terms and conditions being sought by State of Kansas. Additional lease terms and conditions will be provided for in the written Lease Agreement between the parties. The base lease document is the State's standard lease form (DA-46) which may be found at: <http://da.ks.gov/fm/dfm/services/leasing.htm>.

- Initial lease term desired: 5 year lease
- Renewal option: 5 one-year renewal options will be considered

The Board of Indigents' Defense Services preference is for a Full Service lease for a five year initial term with five one-year renewal options. **The desired occupancy is listed for each office below beginning on April 1, 2009 and extending to October 1, 2009.**

Administrative Office:

- Occupancy Date: July 1, 2009
- Estimated space requirement: Approx. 3,346 square feet of useable space
- Number of staff to accommodate in leased space: 11
- Number of off-street parking stalls required: 11
- Office entrances & exits: 2 – 1 primary and 1 emergency. Primary entrance needs push button secured entry system.
- Entire leased space on one floor

Appellate Defender Office:

- Occupancy Date: July 1, 2009
- Estimated space requirement: Approx. 7,000 square feet of useable space
- Number of staff to accommodate in leased space: 28
- Number of off-street parking stalls required: 28
- Office entrances & exits: 2 – 1 primary and 1 emergency
- Entire leased space on one floor

Northeast Kansas Conflict Office:

- Occupancy Date: October 1, 2009
- Estimated space requirement: Approx. 3,000 square feet of useable space
- Number of staff to accommodate in leased space: 12
- Number of off-street parking stalls required: 12
- Office entrances & exits: 2 – 1 primary and 1 emergency
- Entire leased space on one floor

Third Judicial Public Defender Office:

- Occupancy Date: May 1, 2009
- Estimated space requirement: Approx. 4,500 square feet of useable space
- Number of staff to accommodate in leased space: 18
- Number of off-street parking stalls required: 19
- Office entrances & exits: 2 – 1 primary and 1 emergency
- Entire leased space on one floor

Topeka Death Penalty Defense Office:

- Occupancy Date: July 1, 2009
- Estimated space requirement: Approx. 2,700 square feet of useable space
- Number of staff to accommodate in leased space: 8
- Number of off-street parking stalls required: 9
- Office entrances & exits: 2 – 1 primary and 1 emergency
- Entire leased space on one floor

1.1 Proposals Submission Process:

The deadline for submission of proposals is 5:00 p.m. local time on February 28, 2009.

Written proposals should include a completed cost proposal sheet which is available at:
<http://da.ks.gov/fm/dfm/services/InformalBidSolicitationsforLeasedSpace.htm>.

The State prefers proposals to be submitted electronically via email to Debbie Rosacker, Assistant Director, drosacker@sbids.state.ks.us. Paper proposals will also be accepted and may be faxed, mailed or hand delivered by the deadline to the address below. If submitting paper proposals, please submit one (1) original and two (2) copies. **Late proposals, whether electronic or paper, will not be considered.**

Board of Indigents' Defense Services
 c/o Debbie Rosacker
 714 SW Jackson, Suite 200
 Topeka, Ks 66603

Please direct questions regarding this proposal to Debbie Rosacker, Assistant Director at drosacker@sbids.state.ks.us or at (785) 368-6553.

Existing Space – prospective bidders may arrange for a tour of one or all of the current Board of Indigents' Defense office spaces by contacting Debbie Rosacker, Assistant Director at (785) 368-6553.

1.2 Space Requirements:

Administrative Office:

- **Location** – The office location is to be in the downtown Topeka, Ks. Capital Complex Area. It is preferred that this office site be centrally located between the other four BIDS offices. It is preferred that the Administrative Office be located within walking distance (3 blocks, +/-) of the Statehouse, the Landon State Office Building, and the Docking State Office Building.
- **Parking** – Eleven (11) off street parking spaces are required, preferably within one half block of the office space. The cost for these parking stalls is to be included in the cost of the lease. One (1) visitor parking space (free preferred) shall be available adjacent to or within reasonable walking distance from the building entrance. It is preferred that nine (9) additional parking spaces be available one Friday afternoon per calendar quarter for Board Member usage during their quarterly meeting.
- **Private Offices** – Three (3) offices with floor to ceiling walls, lockable doors, two master keys, minimum 44" hallways with all necessary cable, internet, data, electrical, and phone connections. Windows preferred, not a must.

1. Executive Director Office – to include a small meeting room that can be closed off separately that holds up to 6 people.
 2. Assistant Director Office – provide room for one lateral file cabinet.
 3. Technology Support Consultant II's –adjacent to the IT server room and to the IT testing, training, and work area. Since computer and small electronic equipment may be contained in this area, the IT area should be secured. The two TSC II's will share the open office area with cubicle partitions.
- **Cubicle Area** – Contiguous space for six (6) 8x8 cubicles or open desk areas, aisles to be at least 44” wide, with all necessary cable, internet, data, electrical, and phone connections. This will accommodate the Public Service Executive II, Information Technology Manager, Human Resource Professional II, Accountant III, Accountant I, and Accounting Specialist.
 - **Cubicle Area** – One (1) space for 8x8 cubicle or open desk area, aisles to be at least 44” wide, with all necessary cable, internet, data, electrical, and phone connections. This space to be in reception area and is described further below.
 - **IT Server Room** – Will house multiple agency servers and store semi-retired computer equipment. Needs to be climate controlled with separate HVAC vents, return ducts, and thermostat or an independent cooling unit. Flooring should be resilient tile or ceramic tile flooring; no carpet. The required size of this room and the number of servers to be housed within the room may vary depending on the final location of the 5 BIDS offices and their connectivity and server locations. It is preferred that telecom controls for the admin office also be located within this room.
 - **IT Work Area, Training, Testing Room** - Needs multiple electrical, phone, and internet jacks beyond the normal office area requirements.
 - **Central File Area** – The central file area and the work room should be located centrally in the office with staff work areas and offices situated to the exterior of the office. The central file area will house all agency payment vouchers, contracts, operational files, etc. The flooring must be able to support file cabinets and contents.
 - **Work Space Areas** – Open work area central to other office areas. Will contain copy machine, shredder, supply cabinet, collating and mailing table, bins for out-based offices for mail and supply distribution. Needs electrical and fax connections for multipurpose copy machine.

Conference Room – Minimum size of 400-450 sq ft. Should be wired for video, data, and telephone conferencing. Video wiring needs to be Category 6e, tested and certified, following the BICSI (Building Industry Consulting Service International) standard. The room also needs a large white board (approx. 4 ft x 8 ft), a pull down screen in the ceiling on one end, and two doors for entry. The pull down screen should be 6 to 8 ft. wide and extend to within 2 ft. of the floor. This room will serve as Board Room, Conference Room, Public Hearing Room, and multi-media presentation area. Prefer location close to main office entrance. May have external hallway entrance and can be shared with other BIDS offices located within the same building.

- **Break Room** – Furnish and maintain a break room as part of the lease. The break room should be located in the office so that it is convenient for staff usage and away from the front entrance. The room will be used as a coffee area and for lunchtime activities. It should have cabinets, counter space and a sink large enough to wash a 20 cup coffee pot. Electrical hookups are needed for a full-size refrigerator, two microwave ovens, a toaster, and two coffee pots.
- **Reception / Waiting Area** – One (1) room for reception, open and next to the front door with electrical connection close to the office entrance. This area to include the 8x8 cubicle work area specified above as well as seating for up to 4 individuals. Should contain space for a printer/fax machine and mailboxes for eleven staff members.
- **Rest Rooms** – Furnish and maintain as part of the lease, in close proximity to leased space.

Please see chart below for detail break down of various space requirements (all sizes are approximate).

Space Requirements Breakdown

LINE #	ADMINISTRATIVE OFFICE	TYPE	WORK AREAS	NET USABLE SQ FT	TOTAL NET USABLE SQ FT
1	Executive Director w Attached Mtg Rm	E	1	225	225
2	Assistant Director	E	1	100	100
3	Public Service Executive II	A	1	100	100
4	Information Technology Manager	A	1	100	100
5	Technology Support Consultant II	E, O	2	64	128
6	Human Resource Prof II	A	1	100	100
7	Interview Room	E	1	100	100
8	Accountant III	O	1	64	64
9	Accountant I	O	1	64	64
10	Accounting Specialist	O	1	64	64
11	Senior Administrative Assistant/Receptionist	O	1	64	64
12	IT Server / Telecom Room & Secured Storage (Climate Controlled)	E	1	168	168
13	IT Training, Testing, & Work Area	E	1	200	200
14	Central File Area	O	1	300	300
15	Work Room-Printer, Fax, Mail, Supplies Copier, Shredder,	A	1	150	150
16	Conference, Board, Training Room	E	1	450	450
17	Break & Kitchen Area	A	1	200	200
18	Waiting Area	O	1	100	100
	Subtotal				2,677
	Circulation Multiplier 25%				669
	TOTAL ADMINISTRATIVE OFFICE				3,346

*The preceding is the approximate square footage need. Each building is unique, and development of the building floor plan will determine the actual square footage need. *The Total Useable square footage is expected to be in close proximity to total rentable area.*

Area Type Definitions:

- A** Area partly enclosed or open depending on space plan or building configuration
- E** Enclosed room or workstation with hard wall construction with a door
- O** Open office area – may use miscellaneous open office systems furniture and components (typically Herman Miller).

Appellate Defender Office: Contains two offices - the Appellate Defender Office and the Capital Appeals Office.

- **Location** – The office location is to be in the downtown Topeka, Ks., Capital Complex Area. It is preferred that the office be located within walking distance (3 blocks, +/-) of the Kansas Judicial Building. This office **cannot be located on the same floor or with the same primary building entrance with the Third Judicial Public Defender Office** due to the Capital Appellate and Capital Conflict staff housed within these two offices.
- **Parking** – Twenty-eight (28) off street parking spaces are required, preferably within one half block of the office space. The cost for these parking stalls is to be included in the cost of the lease. One (1) visitor parking space (free preferred) shall be available adjacent to or within reasonable walking distance from the building entrance.

Appellate Defender Staff:

- **Private Offices** – Nineteen (19) attorney offices, with floor to ceiling walls, lockable doors, two master keys, minimum 44” hallways with all necessary cable, internet, data, electrical, and phone connections. Windows preferred, not a must.
 1. Chief Public Defender Office –Chief Attorney office should be located at one end of the office, away from the front door and foot traffic.
 2. Deputy Public Defender Offices – These two (2) offices should be located at one end of the office, away from the front door and foot traffic.
- **Cubicle Area** – Contiguous space for five (5) 8x8 cubicles or open desk areas, aisles to be at least 44” wide, with all necessary cable, internet, data, electrical, and phone connections.
- **Cubicle Area** – One (1) space for 8x8 cubicle or open desk areas, cubicles or desks, aisles to be at least 44” wide, with all necessary cable, internet, electrical, phone connections. This space to be in the reception area and is described further below.
- **IT Server Room** – Room with lockable door, two master keys. This room may or may not be needed depending on the location of this office to the administrative office. Flooring should be resilient tile or ceramic tile flooring; no carpet. It is preferred that telecom controls for the appellate office be located within this room.
- **Central File Area** – Should be centrally located within the office area, close to the four supporting staff (Admin. Specialist, Sr. Admin. Assistant, Admin. Assistant, Office Assistant.) Flooring must be able to support file cabinets and contents.
- **Work Space Areas** – One large walled area with open work area. Walls are needed to contain equipment noise levels from entering the office area. Should be central to the office layout. Will contain three (3) copy machines, shredders, binding machine, fax machines, supply cabinet, paper storage, collating and work tables, postage machine, and mail boxing and processing table. Need electrical and fax connections for multipurpose copy machines, extra electrical jacks for shredder, binder, printers, electric staplers, etc.
- **Conference Room** –Approximately 400 sq ft. The room is to include electrical, phone, and internet connections, large white board (approx. 4 ft. x 8 ft.), pull down screen in ceiling on one end, two doors for entry. No locks required for doors into office area. Lock required for hall access door(s). The pull down screen should be 6 to 8 ft. wide and extend to within 2 ft. of the floor. This room will serve as Library/Research area, Conference Room, Training Room, and multi-media presentation area. The room should be located close to the office entry or have an exterior hallway entrance so that it can be shared with other BIDS offices. Close proximity to the Kitchen Area is preferred so the room can be used as the Lunch Room. The room should be wired for video, data, and telephone conferencing. Video wiring needs to be Category 6e, tested and certified, following the BICSI (Building Industry Consulting Service International) standard.
- **Reception Area** – One (1) room for reception, open and next to the front door with electrical connection close to the office entrance. This area to include the 8x8 cubicle work area specified above as well as

seating for 4 individuals. Should contain space for a printer/fax machine and mailboxes for twenty-eight staff members.

- **Kitchen Area** – May be located in or adjacent to the conference room. This area will be used both as a coffee area and for lunchtime activities. Should have cabinets, counter space and electrical hookups for two (2) refrigerators, three (3) microwave ovens, and coffee pot and a sink large enough to wash a 20 cup coffee pot.
- **Rest Rooms** – Furnish and maintain as part of the lease, in close proximity to leased space.

Capital Appeals Staff:

- **Private Offices** – Two (2) attorney offices, with floor to ceiling walls, lockable doors, two master keys, minimum 44” hallways with all necessary cable, internet, data, electrical, and phone connections. Windows preferred, not a must.
- **Cubicle Area** – Space for one (1) 8x8 cubicle or open desk area, aisles to be at least 44” wide, with all necessary cable, internet, data, electrical, and phone connections.
- **Deposition / Interview Room** – floor to ceiling walls are required. This room will be used for taking depositions, for the attorneys and legal assistants to meet with experts and the defendant’s family, and for viewing electronic evidentiary materials and audio tapes. Some soundproofing may be necessary due to confidentiality needs. Additional electrical plugs may be needed for TV, DVD player, CD player, VHS, etc.
- **File Area** – Capital Defense cases have an extraordinarily large volume of files to be maintained. The majority of these files are stored in boxes rather than file cabinets. Secured shelving units are required to store the large quantity of boxes. Cases may range from 12 boxes to 75 boxes each. This room should be located close to an office entrance. If the building is multi-level, it is preferred that the file room be located in close proximity to a freight elevator. These files may move in and out of the office to the Capital Defense teams in Topeka and Wichita, to contract attorneys, or to the Capital Appeals Office. Locks are required on file room doors. Flooring must be able to support shelving units, file cabinets, and contents. Electrical, data, and phone jacks are required in this room and should be located so that they are not behind shelving units, file cabinets, etc.
- **Strategy / Conference Room** – Will serve as Strategy Room, Library, and multi-media presentation area. Should be wired for video and telephone conferencing. Video wiring needs to be Category 6e, tested and certified, following the BICSI (Building Industry Consulting Service International) standard. A large white board (approx. 4 ft. x 8 ft.) should be provided. Two doors for entry; locks are required.

Please see chart below for detail break down of various space requirements (all sizes are approximate).

LINE #	APPELLATE DEFENDER OFFICE	TYPE	WORK AREAS	NET USABLE SQ. FT.	TOTAL NET USABLE SQ. FT.
	Appellate Defender Office Staff				
1	Chief Attorney	E	1	154	154
2	Deputy Attorney	E	2	140	280
3	Training Attorney	E	1	140	140
4	Public Defender	E	14	130	1,820
5	Legal Assistant	A	2	80	160
6	Administrative Specialist (Office Mgr)	O	1	80	80
7	Senior Administrative Assistant	O	1	64	64

8	Administrative Assistant	O	2	64	128
9	Office Assistant	O	1	64	64
10	IT Server & Telecom Room	E	1	64	64
11	Central File Area	E	1	350	350
12	Work Room-Printers, Fax, Mail, Supplies, 3 Copiers, Binding Machine, Shredders	E	1	350	350
13	Library, Conference Room, Training Room	E	1	400	400
14	Kitchen Area	A	1	200	200
15	Waiting Area	O	1	100	100
	Subtotal				4,354
	Capital Appeals Office				
16	Public Defender	E	2	140	280
17	Legal Assistant	A	1	80	80
18	Interview Room	E	1	125	125
19	File Area – Capital Cases	E	1	200	200
20	Conference/Strategy Room	E	1	150	150
	Subtotal				835
	Circulation Multiplier 35%				1,816
	TOTAL APPELLATE OFFICE				7,005

*The preceding is the approximate square footage need. Each building is unique, and development of the building floor plan will determine the actual square footage need. *The Total Useable square footage is expected to be in close proximity to total rentable area.*

- A** Area partly enclosed or open depending on space plan or building configuration
- E** Enclosed room or workstation with hard wall construction with a locking door
- O** Open office area - may use miscellaneous open office systems furniture and components (typically Herman Miller).

Northeast Kansas Conflict Office:

- **Location** – The office location is to be in the downtown Topeka, Ks. Capital Complex area. It is preferred that this office be located within walking distance (3 blocks +/-) of the Shawnee County Court House. This office **cannot be located on the same floor or with the same primary building entrance with the Third Judicial Public Defender Office or the Topeka Death Defense Office** due to the conflict nature of the legal cases assigned to this office
- **Parking** – Twelve (12) off street parking spaces are required, preferably within one half block of the office space. The cost for these parking stalls is to be included in the cost of the lease. One (1) visitor parking space (free preferred) shall be available adjacent to or within reasonable walking distance from the building entrance.
- **Private Offices** – Six (6) offices with floor to ceiling walls, lockable doors, two master keys, minimum 44” hallways with all necessary cable, internet, electrical, data, and phone connections. Windows preferred, not a must. These offices will house the Chief Defender and the attorneys. Attorney offices should be separate from the public areas of the office due to client confidentiality.

- **Cubicle Area** – Contiguous space for five (5) 8x8 cubicles or open desk areas, aisles to be at least 44” wide, with all necessary cable, internet, data, electrical, and phone connections. These offices will accommodate the investigator, the legal assistant and three (3) legal interns.
- **Cubicle Area** – One (1) space for 8x8 cubicle or open desk areas, cubicles or desks, aisles to be at least 44” wide, with all necessary cable, internet, data, electrical, and phone connections. This space to be in reception area and is described further below.
- **IT Server Room** – Room with lockable door, two master keys. This room may or may not be needed depending on the location of this office to the administrative office. Flooring should be resilient tile or ceramic tile flooring; no carpet. It is preferred that telecom controls for the Northeast Kansas Conflicts office be located within this room.
- **Central File Area** – Should be located close to the legal assistant, interns, investigator, and receptionist. Flooring must be able to support file cabinets and contents. If this is an enclosed area, a locking door is requested.
- **Work Space Areas** – Open work area close to central file area and support staff. Will contain copy machine, shredder, electric stapler, postage machine, supply cabinet, collating and mailing table. Need electrical and fax connections for multipurpose copy machine.
- **Conference Room** – Room should include electrical, phone, and internet connections, large white board (approx. 4 ft. x 8 ft.), pull down screen in ceiling on one end, two doors for entry, no locks required. The pull down screen should be 6 to 8 ft. wide and extend to within 2 ft. of the floor. The room should be wired for video, data, and telephone conferencing. Video wiring needs to be Category 6e, tested and certified, following the BICSI (Building Industry Consulting Service International) standard. Will serve as the Library/Research area, Conference Room, Strategy Room, and multi-media presentation area. This room may also be combined with or in close proximity to the Kitchen Area and will be used as the Lunch Room.
- **Media Room** – floor to ceiling walls are required. This room will be used for interviewing clients and viewing electronic evidentiary materials and audio tapes. The room should be wired for electrical, phone and data needs. Additional electrical plugs may be needed for a TV, DVD player, CD player, VHS, etc. Some soundproofing may be necessary due to confidentiality needs and the potentially graphic content of the evidence.
- **Break Room** – The break room should be located in the building so that it is convenient for staff usage. The break room will be used both as a coffee area and for lunchtime activities. The break room should have cabinets, counter space and electrical hookups for a refrigerator, two microwave ovens, a toaster, and coffee pot and a sink.
- **Reception Area** – One (1) room for reception, open and next to the front door with electrical connection close to the office entrance. This area to include the 8x8 cubicle work area specified above as well as seating for up to four individuals. Should contain space for a printer/fax machine and mailboxes for twelve staff members.
- **Clothing Bank** – 64 sq ft to store clothing for use by defendants when appearing in court. Free standing clothing racks may be utilized to store clothing or depending on location of this area, metal rods spanning across a room may be utilized.
- **Rest Rooms** – Furnish and maintain as part of the lease, in close proximity to leased space.

Please see chart below for detail break down of various space requirements (all sizes are approximate).

LINE #	NORTHEAST KANSAS CONFLICT OFFICE	TYPE	WORK AREAS	NET USABLE SQ. FT.	TOTAL NET USABLE SQ. FT.
1	Chief Attorney	E	1	154	154
2	Public Defender	E	5	130	650

3	Special Investigator	E	1	80	80
4	Legal Assistant	E	1	80	80
5	Support Staff	O	1	64	64
6	Legal Interns	O	3	64	192
7	IT Server & Telecom Room	E	1	64	64
8	Central File Area	E	1	150	150
9	Work Room-Printer, Fax, Mail, Supplies Copier, Shredder,	A	1	100	100
10	Conference Room - Library	E	1	400	400
11	Interview – Media Room	E	1	100	100
12	Break Room – Kitchen Area	A	1	150	150
13	Waiting Area	O	1	100	100
14	Clothing Bank Area	E	1	100	100
	Circulation Multiplier 40%				596
	TOTAL NORTHEAST KS CONFLICT OFFICE				2,980

*The preceding is the approximate square footage need. Each building is unique, and development of the building floor plan will determine the actual square footage need. *The Total Useable square footage is expected to be in close proximity to total rentable area.*

- A** Area partly enclosed or open depending on space plan or building configuration
- E** Enclosed room or workstation with hard wall construction with a locking door
- O** Open office area - may use miscellaneous open office systems furniture and components typically Herman Miller).

Third Judicial Public Defender: Contains two offices - the Third Judicial Public Defender Office and the Capital Appeals & Conflicts Office.

- **Location** – The office location is to be in the downtown Topeka, Ks. Capital Complex area. It is preferred that this office be located within walking distance (3 blocks +/-) of the Shawnee County Court House. This Office **cannot be located on the same floor or with the same primary building entrance with the Northeast Kansas Conflict Office or the Appellate Defender Office.**
- **Parking** – Nineteen (19) off street parking spaces are required, preferably within one half block of the office space. The cost for these parking stalls is to be included in the cost of the lease. Two (2) visitor parking spaces (free preferred) shall be available adjacent to or within reasonable walking distance from the building entrance.

Third Judicial Public Defender Staff:

- **Private Offices** – Ten (10) offices with floor to ceiling walls, lockable doors, two master keys, minimum 44” hallways with all necessary cable, internet, electrical, data, and phone connections. Windows preferred, not a must. These offices will house the Chief Defender, the Deputy Defender, the attorneys, and one investigator.
- **Cubicle Area** – Five (5) 8x8 cubicles or open desk areas, aisles to be at least 44” wide, with all necessary cable, internet, data, electrical, and phone connections.
 - 2 cubicles for Legal Assistants should be in close proximity to the attorney offices.

- 1 cubicle for the office manager should be located toward the office entrance and in close proximity to the reception area and to the Chief Attorney office.
- 2 cubicles for the Administrative Specialist and the Sr. Administrative Assistant should be located in the reception area at the entrance of the office. The reception area is described further below
- **IT Server Room** – Room with lockable door, two master keys. This room may or may not be needed depending on the location of this office to the administrative office. Flooring should be resilient tile or ceramic tile flooring; no carpet. It is preferred that telecom controls for the Third Judicial Public Defender Office be located within this room.
- **File Area** – One (1) room of 250 sq ft is needed to store case files. Locks are required on file room doors. Flooring must be able to support file cabinets and contents. This room should be centrally located and accessible to the public defender staff.
- **Work Space Areas** – Open work area close to cubicle office areas. Will contain copy machine, shredder, supply cabinet, electric stapler, mailing machine, collating and mailing table. Needs electrical and fax connections for multipurpose copy machine.
- **Deposition / Interview Room** – floor to ceiling walls are required. This room will be used for taking depositions, for legal assistants and the investigator to conduct interviews, and for viewing electronic evidentiary materials and audio tapes. Some soundproofing may be necessary due to confidentiality needs. Additional electrical plugs may be needed for TV, DVD player, CD player, VHS, etc.
- **Conference Room** – Will serve as Conference Room, Library, Strategy Room, and multi-media presentation area for the public defender staff. Should be wired for video, data, and telephone conferencing and contain a large white board (approx. 4 ft. x 8 ft.), pull down screen in ceiling on one end, two doors for entry, no locks required. Video wiring needs to be Category 6e, tested and certified, following the BICSI (Building Industry Consulting Service International) standard. The pull down screen should be 6 to 8 ft. wide and extend to within 2 ft. of the floor.
- **Break Room** – The break room should be located in the building so that it is convenient for staff usage. The break room will be used both as a coffee area and for lunchtime activities. The break room should have cabinets, counter space and electrical hookups for a refrigerator, two (2) microwave ovens, and coffee pot and a sink. This room should be separate from the conference room but in close proximity so that the conference room can serve as a lunch area.
- **Reception Area** – One (1) room for reception, open and next to the front door with electrical connection close to the office entrance. This area to include two (2) of the 8x8 cubicle work areas specified immediately above as well as seating for up to six individuals. Should contain space for a printer/fax machine and mailboxes for eighteen staff members.
- **Clothing Bank** – 64 sq ft to store clothing for use by defendants when appearing in court. Free standing clothing racks may be utilized to store clothing or depending on location of this area, metal rods spanning across a room may be utilized.
- **Rest Rooms** – Furnish and maintain as part of the lease, in close proximity to leased space.

Capital Appeals & Conflicts Staff:

- **Private Offices** – Two (2) offices with floor to ceiling walls, lockable doors, two master keys, minimum 44” hallways with all necessary cable, internet, electrical, data, and phone connections. Windows preferred, not a must. These offices will house the two Capital Appeals & Conflict attorneys. These offices should be located in close proximity to the Command Center Room and one cubicle.
- **Cubicle Area** – One (1) 8x8 cubicle or open desk area, aisles to be at least 44” wide, with all necessary cable, internet, data, electrical, and phone connections. This cubicle will house a Legal Assistant and should be in close proximity to the Command Center Room and the 2 adjoining attorney offices.
- **File Area** – One (1) room of 250 sq ft is needed to store case files. Locks are required on file room doors. Flooring must be able to support file cabinets and contents. This room is to be located in the Capital Appeals

and Conflicts Unit, in close proximity to the Command Center Room, two attorney offices, and one cubicle area for the Capital Appeals & Conflicts staff.

- **Command Center Room** – Will serve as Conference Room, Library, Strategy Room, Multi-media Room, and Interview Room for the Capital Appeals & Conflicts staff. Should be wired for video, data, and telephone conferencing and contain a large white board (approx. 4 ft. x 8 ft.), and a pull down screen in the ceiling on one end. Video wiring needs to be Category 6e, tested and certified, following the BICSI (Building Industry Consulting Service International) standard. The pull down screen should be 6 to 8 ft. wide and extend to within 2 ft. of the floor. Locking doors are required. Two attorney offices and one support staff cubicle should be located in close proximity to this room.

Please see chart below for detail break down of various space requirements (all sizes are approximate).

LINE #	THIRD JUDICIAL PUBLIC DEFENDER OFFICE	TYPE	WORK AREAS	NET USABLE SQ. FT.	TOTAL NET USABLE SQ. FT.
	Third Judicial Public Defender Staff				
1	Chief Attorney	E	1	154	154
2	Deputy Attorney	E	1	140	140
3	Public Defender	E	7	130	910
4	Special Investigator	E	1	80	80
5	Legal Assistant	A	2	80	160
6	Administrative Specialist – Office Mgr	O	1	80	80
7	Sr. Administrative Assistant	O	1	64	64
8	Administrative Specialist	O	1	64	64
9	IT Server & Telecom Room	E	1	64	64
10	Central File Area	E	1	250	250
11	Work Room-Printer, Fax, Mail, Supplies Copier, Shredder,	A	1	100	100
12	Deposition – Interview Room	E	1	120	120
13	Conference Room - Library	E	1	250	250
14	Break Room – Kitchen Area	A	1	150	150
15	Waiting Area	O	1	100	100
16	Clothing Bank Area	E	1	64	64
	Subtotal				2,750
	Capital Appeals & Conflicts Staff				
17	Capital Appeal & Conflict Defenders	E	2	140	280
18	Legal Assistant	A	1	80	80
19	Central File Area	E	1	250	250
20	Conference Room – Command Center	E	1	150	150
	Subtotal				760

	Circulation Multiplier 25%				1,053
	TOTAL THIRD JUDICIAL PUBLIC DEFENDER OFFICE				4,563

*The preceding is the approximate square footage need. Each building is unique, and development of the building floor plan will determine the actual square footage need. *The Total Useable square footage is expected to be in close proximity to total rentable area.*

- A Area partly enclosed or open depending on space plan or building configuration
- E Enclosed room or workstation with hard wall construction with a locking door
- O Open office area - may use miscellaneous open office systems furniture and components typically (Herman Miller).

Topeka Capital Defense Office:

- **Location** – The office location is to be in the downtown Topeka, Ks. Capital Complex area. It is preferred that this office be located within walking distance (3 blocks, +/-) of the Administrative Office. This office **cannot be located on the same floor or with the same primary building entrance with the Third Judicial Public Defender Office or the Appellate Defender Office** due to the Capital Appellate and Capital Conflict staff housed with these two offices.
- **Parking** – Nine (9) off street parking spaces are required, preferably within one half block of the office space. The cost for these parking stalls is to be included in the cost of the lease. One (1) visitor parking space (free preferred) shall be available adjacent to or within reasonable walking distance from the building entrance.
- **Private Offices** – Four (4) floor to ceiling walls, lockable doors, two master keys, minimum 44” hallways with all necessary cable, internet, electrical, phone connections. Windows preferred, not a must. These offices will house the Chief Defender, the attorneys, and the mitigation specialist. One attorney office should have a Legal Assistant cubicle in close proximity since the staff works in teams of two – 1 attorney + 1 legal assistant. The Mitigation Specialist office should be located towards the office entrance.
- **Cubicle Area** – Space for four (4) 8x8 cubicles or open desk areas, aisles to be at least 44” wide, with all necessary cable, internet, electrical, phone connections. The Investigator’s cubicle should be located towards the reception area.
- **IT Server Room** – Room with lockable door, two master keys. This room may or may not be needed depending on the location of this office to the administrative office. Flooring should be resilient tile or ceramic tile flooring; no carpet. It is preferred that telecom controls for the Capital Defense Office be located within this room.
- **File Area** – Capital Defense cases have an extraordinarily large volume of files to be maintained. The majority of these files are stored in boxes rather than file cabinets. Secured shelving units are required to store the large quantity of boxes. Cases may range from 12 boxes to 75 boxes each. Two (2) rooms of 250 sq ft each are needed to store case files. These rooms should be located close to an office entrance. If the building is multi-level, it is preferred that the file room be located in close proximity to a freight elevator. These files may move in and out of the office to the Capital Defense team in Wichita, to contract attorneys, to the Capital Appeals and Conflicts Office, or to the Capital Appeals Office. Locks are required on file room doors. Flooring must be able to support shelving units, file cabinets, and contents. Electrical, data, and phone jacks are required in these two rooms and should be located so that they are not behind shelving units, file cabinets, etc.
- **Work Space Areas** – Open work area central to other office areas. Will contain copy machine, shredder, supply cabinet, electric stapler, postage machine, collating and mailing table. Need electrical and fax connections for multipurpose copy machine. A phone jack is also preferred.
- **Deposition / Interview Room** – floor to ceiling walls are required. This room will be used for taking depositions, for the mitigation specialist, legal assistants and the investigator to conduct interviews, and for

viewing electronic evidentiary materials and audio tapes. Some soundproofing may be necessary due to confidentiality needs. Additional electrical plugs may be needed for TV, DVD player, CD player, VHS, etc.

- **Conference Room** – Will serve as Strategy Room, Library, and multi-media presentation area. Should be wired for video and telephone conferencing. Video wiring needs to be Category 6e, tested and certified, following the BICSI (Building Industry Consulting Service International) standard. A large white board (approx. 4 ft. x 8 ft.) should be provided as well as a pull down screen in the ceiling on one end. The pull down screen should be 6 to 8 ft. wide and extend to within 2 ft. of the floor. Two doors for entry; locks are required.
- **Break Room** – The break room should be located in the building so that it is convenient for staff usage. The break room will be used both as a coffee area and for lunchtime activities. The break room should have cabinets, counter space and electrical hookups for a refrigerator, microwave oven and coffee pot and a sink. No eating area is needed. The Conference Rooms can also be used for this purpose.
- **Reception Area** – An open area to accommodate seating for two individuals should be located at the office entrance. No cubicles will be located in this area. Some type of wall, partition, or other barrier should separate this area from the balance of the office to prevent guests from wandering through the work areas.
- **Clothing Bank** – 64 sq ft to house clothing for use by defendants when appearing in court. Free standing clothing racks may be utilized to store clothing or depending on location of this area, metal rods spanning across a room may be utilized.
- **Rest Rooms** – Furnish and maintain as part of the lease, in close proximity to leased space.

Please see chart below for detail break down of various space requirements (all sizes are approximate).

LINE #	TOPEKA CAPITAL DEFENDER OFFICE	TYPE	WORK AREAS	NET USABLE SQ. FT.	TOTAL NET USABLE SQ. FT.
1	Chief Attorney	E	1	154	154
2	Capital Defender	E	2	130	260
3	Mitigation Specialist	E	1	130	130
4	Special Investigator	A	1	80	80
5	Legal Assistant	A	3	80	240
6	IT Server & Telecom Room	E	1	64	64
7	Central File Area	E	2	250	500
8	Work Room-Printer, Fax, Mail, Supplies Copier, Shredder,	A	1	100	100
9	Deposition – Interview Room	E	1	100	100
10	Conference Room - Library	E	1	200	200
11	Conference Room – Command Center	E	1	200	200
12	Break Room – Kitchen Area	A	1	60	60
13	Waiting Area	O	1	40	40
14	Clothing Bank Area	E	1	64	64
	Circulation Multiplier 25%				548
	TOTAL CAPITAL DEFENDER OFFICE				2,740

*The preceding is the approximate square footage need. Each building is unique, and development of the building floor plan will determine the actual square footage need. *The Total Useable square footage is expected to be in close proximity to total rentable area.*

- A** Area partly enclosed or open depending on space plan or building configuration
- E** Enclosed room or workstation with hard wall construction with a locking door
- O** Open office area - may use miscellaneous open office systems furniture and components typically (Herman Miller).

Cost Proposal Sheet
Kansas Department of Agency

Office space located in **Topeka, KS**

Vendor Name here

Proposal Name here

A	B	C
GENERAL INFORMATION		Cost Proposal to be filled out by vendor
1 State Agency	Kansas Department of Agency Name	
2 Address of Proposed Location	current agency address	
3 City Location (market)	Topeka	
4 Vendor Name	Landlord	
5 Lease Space (sq. ft.)	Office Sq. Ft.	
6	Storage Sq. Ft.	
7	Total Sq. Ft.	0
8 Full Time Equivalency (FTE) employees/workstations	9	
9 Lease Begin Date (initial lease period)	7/1/2004	
10 Lease End Date (initial lease period + renewals/extensions)	6/30/2009	
11 Years of Lease	5	
12 Space Standards Check (sq. ft. per FTE/workstation)	241	#DIV/0!
LEASE COSTS - provided by 1st Party Landlord within the lease		Annual Cost per Sq. Ft.
13 Base Lease Cost (annual per sq. ft.)	\$0.00	
14 Storage		
15 Real Estate Taxes	inc. in base	
16 Insurance	inc. in base	
17 Major Maintenance	inc. in base	
18 Utilities - total		
19	Electricity	
20	Gas	
21	Water/Sewer/etc.	
22 Trash Pickup/Removal	inc. in base	
23 Custodial/Janitorial		
24 Pest Control		
25 Grounds Maintenance (inc. snow removal)		
26 Common Area		
27 Other Services - Bldg Operating Expense Stops		
28 Parking	inc. in base	
29	No. of Parking Spaces included	6
30 SUBTOTAL - Lease Costs w/o Additional Services	\$0.00	\$0.00
Additional Services		
31 please specify		
32 SUBTOTAL - Additional Services	\$0.00	\$0.00
OTHER BUILDING OCCUPANCY COSTS - funded by State Agency separate from the lease		
33 Building Operating Cost (not included in base rent)		
34 Utilities - total (estimated)		
35	Electricity	
36	Gas	
37	Water/Sewer/etc.	
38 Trash Pickup/Removal		
39 Custodial/Janitorial		
40 Pest Control		
41 Grounds Maintenance (inc. snow removal)		
42 Parking		
43	No. of Parking Spaces included	
44 Other Services - please specify		
45 Total Other Bldg Optg Costs (not included in lease)	\$0.00	\$0.00
IMPROVEMENTS		
46 Improvements (if not included in base rent)		
47 Subtotal - Improvements	\$0.00	\$0.00
48 Annual Cost per Sq. Ft. (estimated)	\$0.00	\$0.00
49 Annual Cost (estimated)	\$0	\$0
50 Total Cost of Lease (estimated)	\$0	\$0

Bid Tabulation Sheet
State Agency Name here

as of (DATE)

A	B	C	D	E	F
GENERAL INFORMATION	SAMPLE	Proposal #1	Proposal #2	Proposal #3	Proposal #4
1 State Agency	Agency Name				
2 Address	123 Main Street				
3 City Location (market)	Anytown				
4 Landlord	ABC Corp				
5 Lease Space (sq. ft.)	Office Sq. Ft. 1,600				
6	Storage Sq. Ft.				
7	Total Sq. Ft. 1,600	0	0	0	0
8 Full Time Equivalency (FTE) employees/workstations	6.5	0	0	0	0
9 Lease Begin Date (initial lease period)	7/1/2007				
10 Lease End Date (initial lease period + renewals/extensions)	6/30/2009				
11 Years of Lease	2				
12 Space Standards Check (sq. ft. per FTE/workstation)	246	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
LEASE COSTS - provided by 1st Party Landlord within the lease					
13 Base Lease Cost (annual per sq. ft.)	\$11.50	\$0.00	\$0.00	\$0.00	\$0.00
14 Storage					
15 Real Estate Taxes	inc. in base				
16 Insurance	inc. in base				
17 Major Maintenance	inc. in base				
18 Utilities - total					
19	Electricity				
20	Gas				
21	Water/Sewer/etc.				
22 Trash Pickup/Removal	inc. in base				
23 Custodial/Janitorial	not included				
24 Pest Control	inc. in base				
25 Grounds Maintenance (inc. snow removal)	partial included				
26 Common Area	inc. in base				
27 Other Services - Bldg Operating Expense Stops	n/a				
28 Parking	inc. in base				
29	No. of Parking Spaces included on-site parking lot				
30 SUBTOTAL - Lease Costs w/o Additional Services	\$11.50	\$0.00	\$0.00	\$0.00	\$0.00
Additional Services					
31 n/a					
32 SUBTOTAL - Additional Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER BUILDING OCCUPANCY COSTS - funded by State Agency separate from the lease					
33 Building Operating Cost (not included in base rent)					
34 Utilities - total (estimated)					
35	Electricity				
36	Gas				
37	Water/Sewer/etc.				
38 Trash Pickup/Removal					
39 Custodial/Janitorial	\$0.75				
40 Pest Control					
41 Grounds Maintenance (inc. snow removal)					
42 Parking					
43	No. of Parking Spaces included				
44 Other Services - Security					
45 Total Other Bldg Optg Costs (not included in lease)	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00
IMPROVEMENTS					
46 Improvements - lump sum payment					
47 Subtotal - Improvements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
48 Annual Cost per Sq. Ft. (estimated)	\$12.25	\$0.00	\$0.00	\$0.00	\$0.00
49 Annual Cost (estimated)	\$19,600	\$0	\$0	\$0	\$0
50 Total Cost of Lease (estimated)	\$39,200	\$0	\$0	\$0	\$0
51 Pros & Cons of Proposals - categories					
Moving Expenses					
Cost	1. Overall lowest cost proposal				
Proximity/Location	2. Proximity to partners/customers				
Parking	3. Parking included				
Build Out	4. Ability to customize space @ no add'l cost				
Security	5.				
Other	6.				

APPENDIX C

Office Space Standards

Office Space Standards <http://www.da.ks.gov/fm/dfm/services/OfficeSpaceStandards2.htm>

OFFICE SPACE STANDARDS

Adopted April 16, 2003

Introduction

The State of Kansas Office Space Standards were adopted by the Governor and Cabinet in the spring of 2003 in an effort to more efficiently utilize state-owned and leased office space while at the same time provide adequate and appropriate office work space for state agency personnel.

The implementation of these standards is not intended to be retroactive, but rather to be implemented on an on-going basis as office reconfigurations or moves occur.

Objectives

- Reduce leased space property and expenditures.
- Increase number of people in state-owned properties.
- Maximize use of state-owned properties.
- Create equitable, efficient office space across all agencies/people and maximize utilization of real estate assets.
- Maximize future space flexibility through standard layout design & size of cubicles and hard walled private offices.

Space Standards

Workspace Space Assumptions:

1. Work Spaces are sized for work performed, not as file storage units.
2. Work Spaces are sized for job functions, not job titles or classification level.
3. Large file cabinets should be located outside of cubicles or in common file storage areas.
4. Common space and meeting rooms should be utilized as much as possible to reduce the need for private offices including supervisors meeting with employees (i.e. being a supervisor does not, in and of itself, mandate the need for a private office).

Space Standards Components:

There are two components to the State of Kansas Office Space Standards; overall office space standard and individual office space standard. Generally, it is expected that both components of the office space standards would be met. It is recognized that some exceptions to the standards will be necessary in the best interest of the enterprise and that these exceptions will be managed on an individual basis.

Overall Office Space Standard:

The overall office space standard is a range of 210 usf – 250 usf per workstation/office (usf = useable square feet*). This does not mean that each workstation/office within the tenant’s area is within this range, but rather that the overall calculation of useable square feet of the tenant’s demised area divided by the number of workstations/offices is within this range.

* Useable square feet (usf) is defined as the total area that can be exclusively utilized by the tenant and does not include permanent building core areas and multi-tenant corridors and multi-tenant common areas. USF includes corridors and other “common areas” within the tenant’s demised premises (conference rooms, copy machine areas, reception areas, coffee stations, etc.) and all offices and workstations.

Individual Office Space Standard:

The individual office/workstation space standard is based upon the function of the position assigned to that office/workstation.

Recommended standard office sizes, using a 7-level size hierarchy in space standards, are as follows:

7-SIZE SPACE STANDARD SCHEME	PRIVATE OFFICE	WORKSTATION
Cabinet-Level Secretary	300 – 400 SF***	NR*
Agency Administrator	180 – 225 SF	NR*
Department Manager	175 – 185 SF	120 – 150 SF
Supervisor/Senior Professional	110 – 130 SF	80 – 100 SF
Administrative Staff	NR*	60 – 80 SF
Junior Professional	NR*	50 – 60 SF
Intern, Data Entry	NR*	45 – 50 SF

* NR – Not Recommended

** Workstations assumed to be furnished with systems furniture

*** May include private office and conference room

8 X 8 Cubicle (A)

This is the standard workspace size for all non-supervisory functions that do not require special consideration for large documents or special equipment. 8 X 8 cubicles contain minimal file cabinets as cubicles are intended to be work areas not file storage areas. Significant file storage should be in cabinets either located outside the cubicles or in central file storage areas.

Classifications assigned this cubicle size that have supervisory duties and/or daily meetings with the

public may be allowed to utilize the 8 X 12 cubicle with side chairs.

8 X 10 Cubicle (B)

This is the standard workspace size for all non-supervisory functions that require special considerations for large documents or special equipment. Typically, this cubicle size is used for architectural and engineering classifications.

This cubicle size is also used for high-level secretarial functions that require a mix of work surfaces with file storage.

8 X 12 Cubicle (C)

This is the standard workspace size for front line supervisors and managers or for job functions that require significant interactions with agency visitors.

Special circumstances may require the use of the 130 square foot solid wall office for the classifications assigned to this cubicle size.

Hard Wall Offices

Office Sizes

130 Square Foot – Professional Manager

154 Square Foot – Manager

182 Square Foot – Assistant Director

230 Square Foot – Director

Hard wall office sizes are based upon position needs. Special circumstances may allow increasing the office size on an as needed basis.

Page last modified on:

APPENDIX D

Kansas Statutes

The complete Kansas Statute may be found at:

<http://www.kslegislature.org/legsrv-statutes/getStatuteInfo.do>

K.S.A.75-3651 - Powers of secretary of administration; office space for state agencies, modify, equip, lease and assign certain space; annual report to joint committee on state building construction.

K.S.A.75-3739 - competitive bids, exceptions; bidding procedures; reports of purchases without bids, waivers of bid solicitation publication and delegations of purchasing authority; highway contracts exemption; state agency contracts exemption; prior approval of real property leases.

K.S.A.-37,201 - Procurement negotiating committee, services or technical products; composition; powers; notice and procedures; bidding and open meeting exemptions; reports to legislative coordinating council and committees.

K.S.A. 75-3765 - Assignment of certain space and facilities for state agencies; rental charges; building space utilization plans; database of state agency building and storage space; annual reports to joint committee on state building construction.

K.S.A. 75-3765b - Office space for state agencies in non-state owned building and facilities; powers of secretary of administration; lease negotiation service fees.

APPENDIX E

DFM Space Search Services

As a service to state agencies, the leasing section offers assistance in the space search process at any step through the leasing process or, at the request of the agency, the Leasing Section may handle most of the space search responsibilities for the agency.

In almost every space search, the Leasing Section includes two procedures for the listing agencies search. Once the advertisement for space has been written and approved for content, the Leasing Section posts the ad, the specifications and the cost proposal sheet on the Real Estate web page at:

<http://www.da.ks.gov/fm/dfm/services/InformalBidSolicitationsforLeasedSpace.htm> .

This is done **BEFORE** the ad is published as the newspaper ad lists the web address and directs the reader to the web page for complete information regarding the space search.

Additionally, the leasing section has developed an email notification program for prospective bidders. After registering an email address, prospective bidders will receive email notifications of space searches across the State. This includes informal RFP's as well as formal RFP's. The bidder may register for any of six regions, or may register to receive notices of space searches statewide. To view the registration site, please visit our web page at <http://www.da.ks.gov/fm/dfm/services/LeasingListserv.htm> . Again, this service is performed **BEFORE** the agency publishes the advertisement in the newspaper.

It is our hope that our services provide the help, understanding and assistance of the leasing process to the agencies and ultimately, make the space search as painless as possible.

INSTRUCTIONS

Upon subscribing to the email list(s) you will receive a confirmation email requiring you to respond before your subscription becomes active. If you do not receive this email shortly after subscribing you may have mistyped your email address and should try it again. If you continue to experience problems, please contact the Department of Administration Division of Facilities Management Real Estate & Leasing Section via email at Leasing.Section@da.ks.gov or by calling (785) 296-1318.

You may want to add this address to your “white list” and/or make certain your spam filter will allow you to receive these emails.

DISCLAIMER

Subscribing will not guarantee that your company will receive notice(s) of all solicitations for any specified region(s). The State of Kansas shall not be held liable for lack of receipt. The State of Kansas disclaims any and all liability from any claims or damages that may occur as a result of not contacting a potential landlord about the State seeking leased space.

While the State of Kansas makes every effort to maintain and distribute accurate information, **NO WARRANTIES AND/OR REPRESENTATIONS OF ANY KIND** are made regarding information, data or services provided herein. In no event, shall the State of Kansas be liable in any way to the users of this email listserv list. The State of Kansas is not liable or responsible for this subscription or the information or notifications resulting from this subscription or any consequential damages, monetary or otherwise, which may result from the use of this subscription or the information or notifications resulting from this subscription. Users of this subscription agree to defend and hold the State of Kansas harmless in all matters and accounts arising from the use and/or accuracy of this subscription. The user hereby acknowledges and agrees to use this subscription solely at his/her own risk. Use of this subscription indicates acceptance of the above disclaimer and conditions. If you do not agree, do not subscribe.

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For questions or assistance, please contact the Department of Administration Division of Facilities Management Real Estate & Leasing Section via email at Leasing.Section@da.ks.gov or by calling (785) 296-1318.

APPENDIX F

Training Tips and Frequently Asked Questions

1. **Q. My agency wants to do some remodeling and decorating to our leased office space. How do we go about improving our space?**

A. You should check your lease, Section Five (5), REPAIR OF PREMISES, third paragraph, of the DA-46, and identify which party pays for remodeling/decoration. Identify and evaluate what improvements are desired. Talk with your landlord and get cost estimates. Make sure you have the funds to do the work. Expenses under \$5,000.00 require a submittal to DFM on the agency purchase order, a copy of the invoice and a letter explaining the purchase. If expenses are over \$5,000.00, an Amendment to the Lease Agreement, accompanied by the invoice and a letter explaining the purchase will be necessary prior to the commencement of the work. Expenses over \$5,000.00 also requires Secretary of Administration approval and may require JCSBC approval prior to the work being performed. Check for any restrictions or requirements that may have been specified at the time the lease was implemented. The State of Kansas prefers the landlord to contract for the work on his building, with the agency reimbursing him for the work. For guidance and timing of improvements, please refer to pages 4 and 5 before beginning any work.

2. **Q. My prospective landlord has let me know that he doesn't like Section Nine (9), Termination for Fiscal Necessity of the DA-46. He is concerned that he won't get his rent money. How can I answer his questions regarding this section?**

A. Of all the paragraphs in our lease, TERMINATION FOR FISCAL NECESSITY, Section Nine (9) in the DA-46 causes more issues with landlords than any other. Many times, during the lease negotiation process, this paragraph will be crossed out by future landlords. If this occurs, the State usually won't sign the Lease Agreement. However, if this paragraph is crossed out, and the agency still desires to lease space from the landlord, then the lease should be for only one (1) year. Explain to the landlord that in order for an agency to exercise this section of the Lease Agreement, an agency has to undergo a material alteration of the program under which funds for the lease were provided, or if the legislature fails to appropriate funds for the lease.

 - Legally, a document is not a contract until the last signature has been obtained
 - Seek legal advice. Consult your department attorney if you have legal questions .

3. **Q. I'm having trouble getting my landlord to clear our sidewalks and parking lot when it snows. Any ideas on how I can get this service accomplished?**

A. Section Six, (6), ADDITIONAL SERVICES in the Lease Agreement, DA-46, gives you an opportunity when you are negotiating the lease, to determine who provides certain services. Some of these services have been listed for you, however, if there are other services you would like to call attention too, you may create a SPECIAL

PROVISION Nine (9) to itemize services you wish to address with the landlord. These can be attached to the Lease Agreement on a separate sheet, but make sure that you

cont'd

and the landlord both sign the sheet outlining the special provision(s), acknowledging who will provide the services and under what conditions.

- Define how much snowfall (2" is common) before removal is necessary.
- Define how much snowfall before hauling snow off the parking lot is necessary.
- Other items to consider for negotiation would include:
 - Light bulb replacement
 - Landscaping
 - Custodial – who provides this service, the levels and areas
 - Parking – how many spaces will be provided for customers and staff. Will parking be off street, assigned, etc.?

4. **Q. Several new positions have been added to my agency and we are out-growing our current space. The lease doesn't end until next year and there isn't any more space available in my building. Can I terminate my lease with the current landlord?**

A. Check your Lease Agreement, Special Provision One (1). If it is checked, then verify the number of days notice you must give your landlord. Keep in mind that there are procedures you must follow when beginning a search for new space which may take a considerable amount of time. Carefully coordinate your search, your letter of termination and your move. The Leasing Handbook should also be referenced as a guide on how to proceed when searching for new space. Contact DFM for assistance.

5. **Q. The roof in my leased office space is leaking. Who is responsible for the repairs?**

A. The landlord is responsible for maintaining in good repair, the exterior walls, windows, roof, structural floors and elevators of the building. If the interior, contents or fixtures of the leased premises are damaged as a result of failure of the roof, plumbing or other utilities or items under the control of the First Party, the landlord is responsible for paying the costs to repair or replace the contents or fixtures and to make resulting repairs to the interior.

6. **Q. Doesn't the landlord replace the worn out carpet in our office?**

A. Carpet replacement should be negotiated at the time the lease is being negotiated. If the lease is for an extended period of time, perhaps replacement could be scheduled at the halfway point of the lease.

- Carpet replacement – define reasonable wear and tear
- Negotiate scheduled carpet replacement at time of lease negotiation
- Other items to consider for negotiation would include:
 - Snow removal
 - Light bulb replacement
 - Landscaping
 - Custodial – who provides this service, the levels and areas
 - Parking – how many spaces will be provided for customers and staff. Will parking be off street, assigned, etc.?

7. **Q. My agency's lease expires soon. Do I have to advertise for office space even though we want to stay in the same space?**
- A. Yes. Depending on the size of your agency's office space, there are procedures outlined for you to follow in the Leasing Handbook. Make sure your current landlord responds to the advertisement for space and is aware of any deadlines that if missed, might eliminate him from being considered.
9. **Q. The office space my agency wants to rent meets all our requirements but is not ADA compliant. We don't have any disabled employees. Can we rent this space anyway?**
- A. Leased office space in the State of Kansas must meet ADA guidelines. Is it possible that the landlord would make necessary repairs to the space to bring it into compliance before your agency moves into the space? This should be negotiated during the negotiation process of the Lease Agreement. In the Leasing Handbook, refer to the ADA Checklist to make sure your prospective office space meets the ADA requirements.
- Leased space MUST meet ADA requirements. Please see the ADA checklist.
10. **Q. My agency is considering a move into new office space. The location we would like to lease is larger than necessary but it would be nice to have the extra space. Are there Space Standards that agencies are supposed to use when designing new office space?**
- A. Space Standards were developed in 2003 and provide agencies with guidelines that agencies are expected to follow. On average, office space is between 210 to 250 usable square feet, (which takes into account the office area, divided by the number of employees) which includes hallways, restrooms, break rooms, conference rooms, etc. Variations for type of work performed will be considered on an individual basis and could alter the square foot size of an office. For a more in-depth explanation, please refer to the Leasing Handbook – Office Space Standards.
- For assistance regarding any questions, concerns or issues when negotiating a lease, please contact DofA/DFM at: leasing.section@da.ks.gov

APPENDIX G

Glossary of Terms

Acknowledgment – a formal declaration before a duly authorized person, such as a notary public, to the effect that the person executing the instrument is performing his free act and deed and that the signature is genuine.

Affidavit – a written declaration made under oath before an official, as a notary public.

Amendment to Lease – a supplement, revision, or addition to a lease.

Amenity – a feature that increases the attractiveness or value of a piece of property.

Americans with Disabilities Act (ADA) – laws prohibiting discrimination against persons with disabilities.

Appurtenance – a right, privilege, or property considered incidental to the principal property for purposes such as passage of title, conveyance, or inheritance.

Assignment – a transfer of a claim, right, or interest in property.

Covenants – binding clauses in a lease which define rights and obligations of lessor and lessee.

Deed – A legal document conveying title to real estate.

Discount Rate – an annual percentage which represents the required return on the capital invested in a depreciating asset, such as a building.

Early Termination – the right to terminate a lease earlier than otherwise allowed.

Energy Performance Index – a measure describing the energy consumption of a facility expressed in BTU's per square foot per year.

Escalation Clause – a clause in an agreement providing for adjustment of a price, rent, or interest rate.

Exculpatory Clause – a mortgage clause relieving the borrower(s) of personal liability to repay a loan.

Existing Facility – to be considered existing, the proposed space must be enclosed with a roof system and exterior walls in place.

Extension – an agreement by which a lease is made effective on specified terms for an additional period of time.

Cont'd.

FTE – full-time employee.

Gross Area – the sum of the floor areas included within the outside faces of exterior walls for all stories, or areas, which have floor surfaces.

Hoteling – equipped office space available on a reservation basis for use by multiple employees, who are not in the office on a daily basis.

Interstitial Space – that portion of the gross area which cannot be put to use because of the presence of structural or service features of the building.

Joint Committee on State Building Construction (JCSBC) – a joint committee of the Kansas Legislature which is composed of five members of the senate and five members of the house of representatives. Per K.S.A. 75-3765b, leases that are greater than 10,000 square feet or longer in duration than 24 months must be reviewed by this committee.

Lease – a legal contract between the lessee and lessor providing for the possessions and use of a specified property or square footage.

Lease Term – the specified duration of the lease.

Leasing Shared Services Team (LSST) – a group of volunteer leasing professionals from various state agencies working with the Department of Administration to identify and facilitate improvements to the function of real estate leasing with the objectives to create operation efficiencies, identify potential cost savings, and improve service delivery for state agencies.

Lessee – a tenant under a lease.

Lessor – owner of record or duly authorized representative of real property who has the power and authority to make a lease.

Lien – a legal hold or claim which a person or entity has upon the property of another as security for some debt or charge.

List Serve – software the Leasing Section has installed enabling registered bidders to receive email notification of space searches.

Mechanical Area – a portion of a building designed to house mechanical or electrical equipment.

Modifications – changes to the standard lease agreement that change the terms of the original lease.

Net Assignable Area – the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant, including every type of space functionally usable by an occupant.

Cont'd.

Office Space Standards – to maximize the value of the state's assets and reduce expenses where possible. To ensure the number of people per square foot on a floor or in a building is reasonable and to ensure the best use of that space with reasonable and consistent office size standards. Adopted by the Governor and Cabinet on April 16, 2003.

Physical Deterioration – depreciation of property due to wear and tear and the action of the elements.

Premises – property which is leased, i.e., a building or any part thereof.

Procurement Negotiating Committee (PNC) – negotiating committee authorized under K.S.A. 75-37, 102 to negotiate for the procuring state agency contracts with qualified parties to provide services or technical products needed by the state agency.

Radon Gas – a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present a health risk to persons exposed to it over a period of time.

Receiver – a person or entity appointed by the court to manage a property being foreclosed.

Recommended Order – the official recommendation of a hearing officer of the Department of Administration.

Renewal Option – a lease covenant giving the lessee the right to extend the lease for an additional period of time on specified terms.

Request For Proposal (RFP) – the method of competitive solicitation utilized by the state in seeking space to lease.

Subordination – a lender permitting a debt due him to be subordinated or interior to the debt of another lender on the same property.

Subordination Clause – a mortgage clause indicating the lender's interest in the property has a lower priority than that of another lien holder.

Subrogation – the substitution of one party for another in a claim, lien or cause of action against others.

Term – the specified duration of the lease.

APPENDIX H

Co-Location Roadmap

APPENDIX I

Energy
