

# REQUEST FOR PROPOSALS



## SKYLINE STATE OFFICE BUILDING SNACK BAR CONCESSION OPERATOR

State of Oklahoma  
Office of Management and Enterprise Services  
Real Estate and Leasing Services





State of Oklahoma  
Office of Management and Enterprise Services

# REQUEST FOR PROPOSALS

## Snack Bar Concession Operator

For the Snack Bar Concession located in the  
Oklahoma Department of Human Services Skyline State Office Building  
Located at 6128 E. 38th St., Third Floor  
Tulsa, Oklahoma 74135

**Proposals must be received before  
5 p.m., April 25, 2018**

Submit Proposals to:

**OMES Real Estate and Leasing Services  
P.O. Box 53448  
Oklahoma City, OK 73152**

or

[infoREALS@omes.ok.gov](mailto:infoREALS@omes.ok.gov)

# REQUEST FOR PROPOSAL

Issued on March 28, 2018, by the Office of Management and Enterprise Services,  
405-521-3819

The Oklahoma Department of Human Services, through OMES, is accepting proposals for a food service diner/snack bar concession operator for the Skyline State Office Building located at 6128 E. 38th St., Third Floor, Tulsa, Oklahoma.

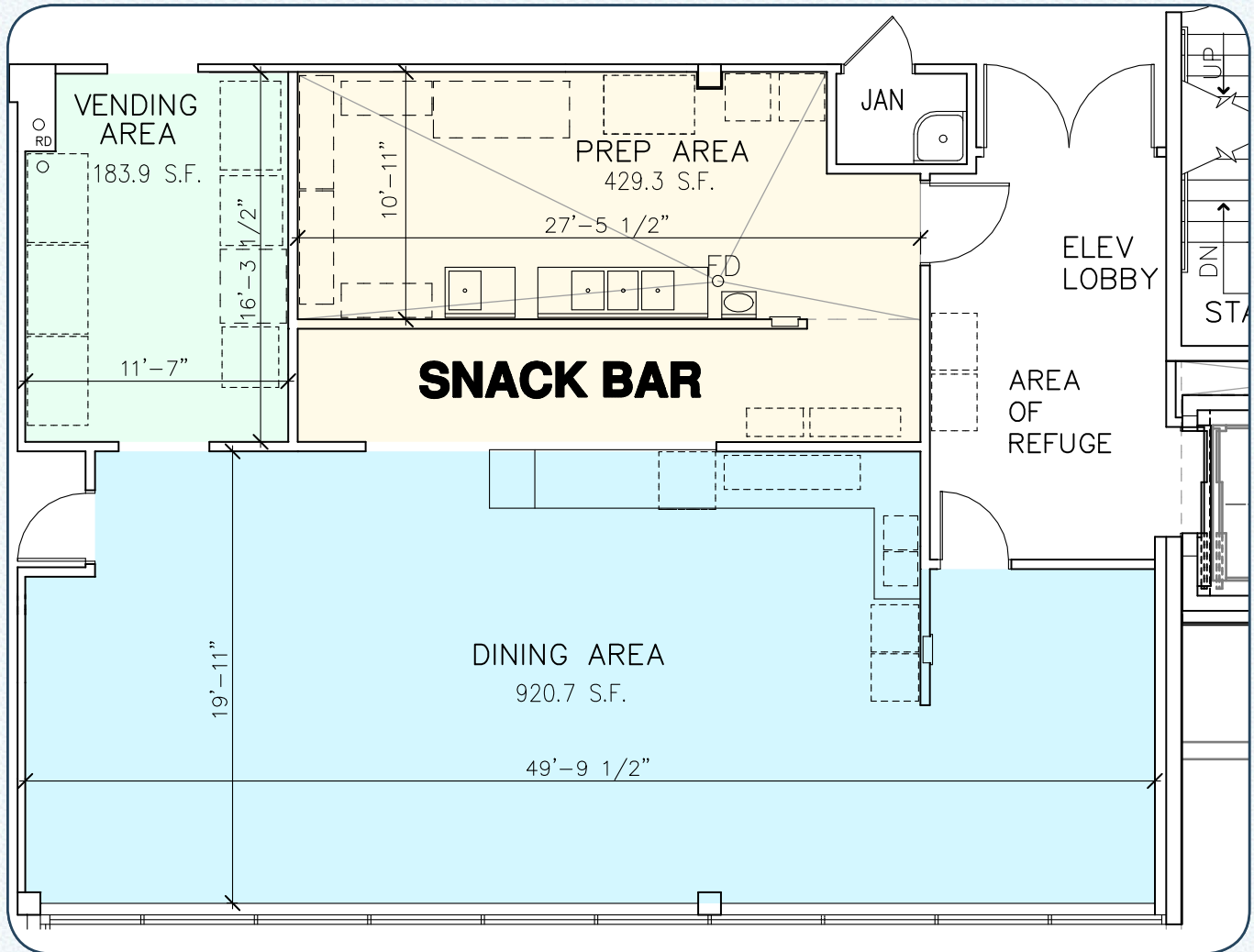
**Built:** 1974

**Size:** 186,775 square feet; four floors and basement parking

**Tenants:** Department of Human Services, Health Department, selected events and trainings, and the visiting public.



# DESCRIPTION OF SNACK BAR



AREA	SQUARE FEET
Dining Area	920.7
Prep Area	429.3
Vending Area	183.9

The Skyline Building Snack Bar's current layout pictured in this RFP depicts an estimated seating capacity of 48. However, the seating capacity may vary based on the actual dimensions and layout of the vendor's tables and chairs. The Skyline Building Snack Bar will not be equipped with tables, chairs, ice machine, microwave or vending machines.

The Oklahoma Department of Human Services (DHS) is a government agency whose mission is helping individuals and families in need to help themselves lead safer, healthier, more independent and productive lives. DHS estimates 400 employees in the building and an average of 480 visitors monthly for training and seminars. DHS is pleased to offer an opportunity for a qualified food service operator/vendor to operate the snack bar concession for the Skyline Office Building. The proposing individual or company shall demonstrate the ability to successfully operate this type of business, clearly articulate plans for the day-to-day operation and management, obtain and maintain appropriate certifications and licenses, and adhere to local, state, and federal laws and regulations. The selected operator shall demonstrate the ability to implement a concession program that will meet the objectives of DHS as well as incorporate innovative ideas that are appropriate for this concession. This RFP seeks to generate proposals to provide snack bar food service for the DHS Skyline tenants.



***\*The Skyline Building Snack Bar will not be equipped with tables, chairs, ice machine, microwave or vending machines.***

## DHS will provide the following:

- Maintenance to the building's existing heating, ventilating and air-conditioning (HVAC) system, water system, electrical system and plumbing system.
- Pest control within the premises.
- Trash dumpster for trash removal.
- A built-in front counter serving area.
- Fully functional and complete on-site hand washing sink and three bay sinks located in the snack bar prep area for use by the snack bar staff.
- Stripping, waxing and buffing of vinyl composite tile floors located in the dining area and vending area every six months within the leased premises.

## Objectives:

- Optimize patron participation in the snack bar by providing friendly service and quality food and beverages at reasonable prices, thus resulting in the highest quality and service while enhancing possible revenues to the operator/vendor.
- Display awareness of the demographics and special needs of the patrons in providing concession services.
- Operate the snack bar in a manner consistent with DHS's best management practice for health, cleanliness, maintenance, safety and sanitation.



# SCOPE OF SERVICES

At a minimum, the successful proposer will be required to provide concession snack bar services and \$100.00 per month in rent. Rent will be used to help offset the costs of utilities and building maintenance services.

## **The operator:**

- Shall provide an ice machine to be placed in the vending area.
- Shall procure all necessary operating permits and licenses required by law, and will conform to all city and state health and fire codes and federal OSHA standards.
- Shall be required to comply with the Workers' Compensation Act of the State of Oklahoma.
- Shall be responsible for all janitorial services to the entire snack bar or leased premises, to include, but not be limited to, the cleaning of dishes, utensils, all other materials, floors, supplies, trash removal, the handling of equipment used in connection with service of food, and the routine cleaning of the premises, and encompassing the kitchen, floors, tables, chairs and spills in the dining areas during snack bar operation hours.
- Shall sweep and mop floors in leased premises daily.
- Shall be responsible for providing and maintaining all operator equipment.
- Shall covenant and agree to the lease, rules, regulations and stipulations set forth and attached hereto (the Lease Agreement), and such other rules, regulations and stipulations as DHS may establish from time to time.
- Shall have normal business hours from a minimum of 8:00 a.m. to 3:00 p.m., Monday through Friday, holidays excepted. Snack bar/vending facilities shall open no later than 8:00 a.m. and close no earlier than 3:00 p.m. and not later than 5:00 p.m. unless otherwise authorized by DHS. Building is closed on all state holidays and weekends.
- Shall not have in-house grilling or frying or open flame inside the premises.
- All operator/vendor staff serving DHS are required to undergo a security background check. The operator/vendor shall submit a list of all personnel, as well as copies of their background checks, and present it to DHS for review. Background checks are the sole responsibility of the operator/vendor. DHS reserves the right to have any employee of the operator/vendor removed from DHS premises permanently or temporarily for any or no reasonable cause.
- Shall pay a late fee of 1.5 percent if rent is not paid by the 10th day of the month.
- Shall get approval from DHS for all advertisements associated with the resulting contract.
- Shall have access through designated entrances and shall follow DHS's practices and procedures. Access will be possible from 7:00 a.m. to 5:30 p.m., Monday through Friday.
- Shall maintain liability insurance for themselves and any subcontractor or anyone directly employed by themselves or any subcontractor. The liability insurance shall have limits of not less than \$1,000,000 per occurrence, and property damage of not less than \$25,000 per occurrence.

# KEY DATES FOR THIS PROPOSAL

March 28, 2018	Request for Proposal Opening
March 28, 2018	Notice in the Journal Record
April 4, 2018	Notice in the Journal Record
April 6, 2018	Pre-submittal tour and site visit for any interested parties 9:00-11:00 a.m.
April 11, 2018	Notice in the Journal Record
April 13, 2018	Pre-submittal tour and site visit for any interested parties 9:00-11:00 a.m.
April 25, 2018	Proposals due 5:00 p.m.

Prospective operator/vendors are advised to attend the pre-submittal tour and inspect the property prior to submitting their proposal. Request for Proposal packets will be available at the pre-submittal tour or by request.

**All proposals for the lease and operation of the snack bar will be accepted by mail or hand delivery and must be received and date stamped or postmarked before 5:00 p.m. on April 25, 2018.** Any proposals received after this time will be invalid and returned unopened.



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# INSTRUCTIONS FOR PROPOSERS

1. OMES may request supplementary information be furnished to assure the proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
2. Questions or clarifications arising from this document shall be submitted in writing to [infoREALS@omes.ok.gov](mailto:infoREALS@omes.ok.gov)
3. The proposer shall sign the proposal, and in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the proposal will sign the document.
4. All proposals shall be submitted to OMES on or before the date and time proposals are due. Each proposal shall be in a SEALED envelope, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer.
5. Proposers may correct, modify or withdraw the original proposals on or before the date and time proposals are due.
6. It is understood that the proposal to provide said services and products will remain valid for 90 days past the submission deadline.
7. It is understood that the proposer has submitted the proposal in good faith and has not colluded with any other individuals, firms or corporations in creating the proposal to subvert the market process.
8. If the proposer intends to subcontract portions of the required work, then the proposer will ensure that all specifications within their proposal as well as the RFP are met, regardless of who performs the work. Any subcontractors must be so noted in the operator/vendor's proposal.
9. All costs involved in preparing the proposal will be borne by the operator/vendor; OMES and DHS will not be liable for any cost associated with the creation of the proposal. The proposer shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.
10. All responses must include a statement that the proposal is in accordance with the Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.
11. Proposals which are incomplete, conditional or obscure will be rejected. No award will be made to any proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The awarding authority's decision or judgment on this matter shall be final, conclusive and binding.
12. The evaluation of the proposals will be conducted by a committee appointed by DHS. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFP and shall be final.

13. The proposals will be opened on the date and at the time stated. The name of the person or organization submitting a proposal will be read and recorded. The contents of all proposals will be opened publicly. A register of proposals will be completed indicating the name of the proposer and the number of proposal modifications submitted by each proposer. The register may be viewed upon request. The names of the witnesses will also be recorded. Although the pricing will be announced at the proposal opening, the technical proposal will be evaluated at the technical merit and pricing will be used to determine the proposal most advantageous.



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# PROPOSAL REQUIREMENTS AND CRITERIA

The evaluation of the proposal shall in part be based upon the principle criteria of:

- a. Experience or qualifications of the operator/vendor.
- b. Menu, food and beverage options and price structure.
- c. Business plan.
- d. Proposed rent.

The Request for Proposal process does not guarantee nor create any legal obligations to enter into a lease contract. It is being issued for the sole purpose of identifying a potential operator/vendor. Upon receipt of the proposals, OMES/DHS may enter into negotiations with one or more of the prospective vendors in order to identify the most desirable project and terms. OMES/DHS reserves the right to reject any or all proposals.

For further information and instructions, please contact OMES at 2401 N. Lincoln Blvd., Ste. 212, Oklahoma City, OK 73105, 405-521-3819, or [infoREALS@omes.ok.gov](mailto:infoREALS@omes.ok.gov).

## **Experience or Qualifications of the Vendor/Operator**

Proposers must include a response to each of the following items in their written proposal:

- Describe your experience in and knowledge of the food service industry.
- Indicate background and qualifications for the operator/vendor and key personnel.
- Identify available capital and any needed resources to support your operation.
- Provide a minimum of three references we can contact to verify past performance.

## **Menu, Food and Beverage Options and Price Structure**

Each proposal shall include a complete menu and a list of food items to be available for its customers. Each proposal shall list the food and beverage offerings and pricing. Anticipated daily menu may include, but is not limited to, specialty soups, salads, sandwiches, bakery items and assorted beverages. Regular rotation or change of menu items is strongly encouraged and expected as are daily specials and seasonal variations. The snack bar menu shall represent a four-week (month) cycle. Menus should be creative and flexible and include proposed pricing. An ice machine will be required to be placed in the vending area. Preference will be given to proposals that offer or procure vending services.

## **Business Plan**

Proposers are encouraged to offer creative and innovative ideas to provide for a first-rate snack bar concession. What will draw patrons to your concession? What will keep them coming back? What will be your specialty? What will be your concession's signature? Accordingly, proposers must provide detailed responses to the following:

- Provide your proposed menu and prices for all items.

- History of your company, length of years in business, annual volume.
- Staffing/supervision considerations, at a minimum:
  - ◆ How many staff members will work each shift?
  - ◆ How many staff members will work during peak hours?
  - ◆ What are your plans for management and supervision during each shift?
- Describe your customer service philosophy.
- Provide a marketing plan to advertise your services to the tenants of the building and surrounding area.

## Proposed Rent

The proposals should include the price of the minimum rent plus any additional rent proposed.

**OMES/DHS will evaluate all proposals received on or before the proposal due date and time at the location specified in this request to determine whether they meet the minimum qualification requirements set forth in this request. Staff will evaluate proposals on the completeness and quality of content.**

DHS reserves the right to make an award from the solicitations as submitted and without oral presentations or discussions. Throughout the solicitation process, the operator/vendor may be asked to provide clarifying or supplemental information to the contracting officer. When a formal request for clarifying or supplemental information is made, the operator/vendor shall respond in writing to the contracting officer. Failure to respond to information requests may result in rejection of the proposal.



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# SAMPLE LEASE



State of Oklahoma  
Office of Management and  
Enterprise Services

## Snack Bar Agreement

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_, 2018 between THE STATE OF OKLAHOMA, OKLAHOMA DEPARTMENT OF HUMAN SERVICES, by and through its OKLAHOMA OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES hereinafter called "DHS", and \_\_\_\_\_, hereinafter called the "OPERATOR".

WITNESSETH: The parties hereto, do covenant and agree to the following, to wit:

1. **PREMISES.** DHS hereby assigns to the OPERATOR the space described on Exhibit A, hereinafter called the "Premises", to have and hold the same for a term beginning \_\_\_\_\_ and ending \_\_\_\_\_. Options to renew the contract at a mutually agreed rate may be extended based upon expenses, building occupancy and other factors.
2. **RENT.** The OPERATOR shall pay DHS the amount of \$\_\_\_\_\_ per MONTH for an annual TOTAL of \$\_\_\_\_\_ as rental for the above-described Premises for the term of this Agreement, payable by the first business day of each month.
3. **PURPOSE.** Said space will be used as a food service/vending facility. The OPERATOR agrees to use the Premises for the purpose stated herein, and to use reasonable diligence in utilizing the space, and shall return the Premises to DHS in the same condition as at the beginning of the occupancy of the Premises, damage by casualty and reasonable wear and tear excepted.
4. **RULES, CODES AND ORDINANCES.** The OPERATOR shall promptly and continuously comply, at the sole expense of OPERATOR, with the terms of this contract and with all laws, orders, ordinances, directions, regulations and requirements of any federal, state, county and municipal authorities, and any insurance companies providing insurance for the Premises affecting the use, occupation, safety and cleanliness of the Premises and the equipment of OPERATOR.

The OPERATOR shall procure all necessary operating permits and licenses required by law, and will conform to all city and state health and fire codes, and federal OSHA standards.

The OPERATOR shall comply with the Workers' Compensation Act of the State of Oklahoma.

The OPERATOR does covenant and agree that the rules, regulations and stipulations set forth on EXHIBIT B attached hereto (the "Regulations for Occupancy"), and such other rules, regulations and stipulations as DHS may establish from time to time, which are, in DHS' judgment, necessary for the safety, care and cleanliness of the building and the Premises, or the comfort of the tenants of the building, shall be faithfully kept, observed and performed by the OPERATOR, including invitees or guests, unless waived in writing by DHS. DHS will provide the OPERATOR with any changes in rules or regulations, as provided for in Exhibit B.

5. **SERVICES.** DHS agrees to furnish to the OPERATOR, during occupancy of said Premises, under terms of this Agreement, all utilities, including electric and water. DHS will provide heat, air-conditioning, garbage and rubbish removal containers and maintenance services, during normal business hours, as defined in this Agreement.

DHS shall maintain said Premises in good repair and tenantable condition during the continuance of this Agreement, with the exception of any food service-related equipment or any other property of the OPERATOR. All injury, breakage or damage to the Premises or the building, caused by the OPERATOR, or the agents, employees or invitees of the OPERATOR, shall be repaired by, and at the sole expense of, the OPERATOR, normal wear and tear excepted.

DHS shall maintain the building's existing heating, ventilating and air-conditioning (HVAC) system, water system, electrical system and plumbing system, and reserves the right to make changes as it sees fit to improve the

services furnished to the OPERATOR. The OPERATOR shall at no time obstruct access to any building system (e.g., HVAC, electrical, etc.). Any such obstruction shall be removed at the expense of the OPERATOR unless otherwise authorized by DHS. DHS reserves the right to invoice the OPERATOR for any increased operational costs to the building and its systems as a result of additional fixtures, equipment, renovations or alterations to the Premises made by, or at the request of, the OPERATOR.

6. SECURITY REQUIREMENTS. OPERATOR and all employees must comply with security requirements and must wear badges at all times in accordance with building security and identification policy.

OPERATOR shall be responsible for compliance with any Department of Public Safety (DPS), Office of Homeland Security (OHS) and any DHS' security rules and procedures. The point of access into the building and Premises by OPERATOR, or the OPERATOR's employees, patrons, invitees and licensees, or any other person entering the Premises under the invitation of OPERATOR, shall be determined by DHS.

The OPERATOR shall be responsible for payment for any security services and/or equipment provided by DPS and/or OHS, or which may be required for the exclusive use or benefit of the OPERATOR. Payment for said services and/or equipment shall be made directly to the Department of Public Safety or the Office of Homeland Security upon receipt of invoice. Said equipment shall be maintained by DPS. and/or OHS, and shall remain the property of the OPERATOR.

7. JANITORIAL SERVICES. The OPERATOR will be responsible for all janitorial services to the Premises, to include, but not be limited to, the cleaning of dishes, utensils, all other materials, floors, supplies, trash removal, the handling of equipment used in connection with service of food, and the routine cleaning of the Premises, and encompassing the kitchen, floors, tables, chairs and spills in the dining areas during snack bar operation hours. The OPERATOR shall sweep and mop floors in leased premises daily. DHS is responsible for stripping, waxing and buffing the vinyl composite tile floors located in the dining area and vending area every six months within the leased premises.
8. PEST CONTROL. DHS shall be responsible for pest control within the Leased Premises.
9. EQUIPMENT. The OPERATOR shall be responsible for service and maintenance of all equipment or any other items belonging to the OPERATOR which are located on the Premises and will ensure regular service and cleaning requirements are met.

No major energy consuming equipment can be installed in space occupied by the OPERATOR in connection with this agreement without prior written consent from DHS. Major Energy Consuming Equipment, as defined herein, shall mean any device requiring fifty (50) AMPS or more. DHS reserves the right to recover from the OPERATOR any increase in energy costs to DHS as a result of the installation of such equipment.

If any portion or all of OPERATOR's equipment, including, without limitation, any equipment it may install with or without DHS' consent, shall require electricity consumption in excess of the capacity of the electrical system installed in the Premises, all additional transformers, distribution panels, feeders, risers, and wiring that may be required to provide the amount of electricity required for the OPERATOR's equipment shall be installed only upon DHS' written consent, by and at the cost and expense of the OPERATOR.

The OPERATOR shall not install any equipment of any kind or nature whatsoever which will or may necessitate any changes, replacements or additions to, or in the use of, the water system, heating system, plumbing system, air-conditioning system, or electrical system of the premises or the building without first obtaining prior written consent of DHS. Business machines and mechanical equipment belonging to OPERATOR which cause noise or vibration that may be transmitted to the structure of the building, or to any space therein, shall be installed and maintained by OPERATOR, at OPERATOR's expense, on vibration eliminators or other devices sufficient to eliminate such noise and vibration.

DHS shall have the right to prescribe the weight and position of all heavy equipment and fixtures, which the OPERATOR intends to install or locate within the premises. The OPERATOR shall obtain DHS' prior review and written approval before installing or locating heavy equipment and fixtures in the Premises; and, if installation or location of such equipment or fixtures, in DHS' opinion, requires structural modifications or reinforcement of any portion of the premises or the building, the OPERATOR agrees to reimburse DHS for any and all costs incurred by DHS to make such required modifications or reinforcements, and such modifications or reinforcements shall be completed prior to DHS or the OPERATOR installing or locating such equipment or fixtures in the premises. The

OPERATOR shall reimburse DHS within fifteen (15) business days of receipt of any statement setting forth those costs.

10. **VENDING SERVICES.** The OPERATOR shall install, operate and maintain vending machines within the designated vending area. The OPERATOR shall regularly inspect, clean and maintain the described vending machines and keep them in good working order. Vending shall be provided for both assorted food/snacks and beverage items.
11. **PERSONAL PROPERTY.** All personal property in the Premises shall be and remain at the OPERATOR's sole risk. DHS shall not be liable for any damage to or loss of such personal property.

The OPERATOR shall be responsible at all times for personal property, including, but not limited to, equipment, fixtures or other special requirements (e.g., air conditioning, security system, etc.) placed in or on the Premises by the OPERATOR or its employees, patrons, invitees and licensees or any other person under the invitation of the OPERATOR. All personal property in the Premises shall be and remain at the sole risk of the OPERATOR, and DHS shall not be liable for any damage to, or loss of, such personal property from any negligence on behalf of the OPERATOR.

All equipment and furnishings provided by the OPERATOR shall remain the sole property of the OPERATOR upon termination of this Agreement or any extensions thereof, and may be removed by the OPERATOR upon vacancy of the Premises, except as otherwise provided for in this Agreement. DHS reserves the right to recover costs from the OPERATOR which are required to restore the Premises to its original state as a result of any unauthorized addition of fixtures or renovations/alterations made by the OPERATOR within the Premises.

12. **EXTRAORDINARY SERVICES.** Any extraordinary services required by the OPERATOR, including, but not limited to, security, extended hours of building operations, and janitorial services shall be paid for by the OPERATOR unless otherwise agreed upon in writing between DHS and the OPERATOR.
13. **INSPECTION.** For the purpose of maintaining the Premises, DHS reserves the right at reasonable times to enter and inspect the Premises, and to make necessary repairs thereto. For security and emergency purposes, DHS shall retain access to all areas of the Premises. In such case that DHS authorizes any special locking mechanisms to be installed by the OPERATOR, the OPERATOR shall provide DHS with a key and/or the combination to said space.

The OPERATOR will allow periodic inspections of the Premises by both DHS and state and local health officials to ensure compliance with all cities, state or other health codes. Failure to maintain and operate the food service operation in compliance with all applicable codes and standards may result in the closure of the Premises by DHS. DHS shall inspect the Premises on a monthly basis for cleanliness, life safety, for the compliance of this Agreement, and DHS' building Regulations for Occupancy. DHS will report the inspection results to the OPERATOR on a form prescribed by DHS. The OPERATOR will be provided ten (10) business days from the date of the report to make required repairs or otherwise remedy all deficiencies identified in the report unless otherwise authorized by DHS. If the OPERATOR fails to make repairs or improvements identified in the report within ten (10) business days, DHS may order such repair or remedy, and invoice the cost thereof to the OPERATOR, payable within thirty (30) business days after receipt of such invoice from DHS.

14. **OPERATOR REPORTS.** The Operator shall provide DHS with monthly and annual accounting of services, revenue and expenses, net profit, computers serviced, etc. Reports are due by the fifth working day of each month.
15. **ALTERATIONS OR RENOVATIONS.** Any alterations or renovations to the space must be preauthorized by DHS with all costs to be borne by the OPERATOR. The OPERATOR agrees that all alterations or renovations added to, or made upon, said Premises shall at once become the property of DHS, unless otherwise agreed upon, in writing, by DHS. Alterations/renovations will be performed by DHS unless the OPERATOR is given expressed written authorization from DHS to utilize an outside contractor. The OPERATOR shall be responsible for payment to the Department of Public Safety (DPS) or the Office of Homeland Security (OHS) for any special security services determined necessary by DPS and/or OHS during the time of the alterations, renovations and repairs, with payment of said security to be made directly to the agency providing the service.

The OPERATOR shall be responsible for the upkeep and maintenance on all of the OPERATOR's fixtures, equipment or special systems belonging to the OPERATOR of every kind or nature located upon or serving the Premises which are for the exclusive use by the OPERATOR and are not required for the normal operation of the building systems, except as provided for in Section 5. The OPERATOR shall hold DHS harmless from any damage to OPERATOR's personal property, fixtures, or equipment which are on the premises for the sole benefit of the OPERATOR and from damage which may be caused to the building and personal property of other occupants of the building, caused as a result of an equipment failure or malfunction, or improper maintenance practices.

16. HOURS OF OPERATION. Normal business hours of the building shall be 8:00 a.m. through 5:00 p.m. Monday through Friday, holidays excepted. Snack bar shall open no later than 8:00 a.m. and close no earlier than 3:00 p.m. and no later than 5:00 p.m. unless otherwise authorized by DHS, Monday through Friday, holidays excepted. Arrangements must be made with DHS prior to the use of the Premises and/or facilities outside of the normal business hours of the building. In the event the OPERATOR requires use of the Premises and/or facilities outside of the normal business hours, DHS reserves the right to recover from the OPERATOR any increased costs for the operation of the building and/or facilities and its systems caused by such extension.

17. ASSIGNMENT OR SUBLETTING. At no time shall the OPERATOR assign or sublet the Premises.

18. TERMINATION. LESSOR may terminate this Lease Agreement, or any renewals of this Lease Agreement, by giving written notice to the LESSEE at least thirty (30) days prior to the desired date of cancellation. However, if the OPERATOR's activities threaten the health or safety of its building occupants then DHS may terminate this Agreement immediately upon notice.

In the event that the OPERATOR ceases to utilize the Premises for more than thirty (30) calendar days for any reason other than for alterations or renovations, DHS may terminate this Agreement.

19. OPTION TO RENEW. The LESSOR shall have the option to renew the term of this Agreement for two (2) additional 12-month periods on the same terms and conditions contained in this Lease Agreement. On any options granted hereunder, the parties agree that during any option period the LESSOR reserves the right to cancel the Lease by LESSOR giving notice in writing to LESEE at least thirty (30) days prior to the desired date of cancellation.

20. INDEMNIFICATION. The OPERATOR, at all times, will indemnify and hold harmless DHS from all losses, damage, liabilities, claims and expenses which may be claimed against DHS for any injuries or damages to persons or property of any persons, arising from the use or occupancy of the Premises by the OPERATOR or its agents, employees, licensees, customers or invitees, or arising from the OPERATOR's failure to comply with any laws, statutes, ordinances or regulations applicable to it or the conduct of its business. DHS shall not be liable to the OPERATOR for any damages, losses or injuries to persons or property caused by the actions, negligence, omissions or faults of the OPERATOR or OPERATOR's employees, invitees and licensees or any other person entering the premises under the invitation of the OPERATOR.

21. OPERATOR LIABILITY INSURANCE. The operator/vendor shall maintain at all times insurance coverage with the following minimum limits as follows:

Worker's Compensation	Statutory Amount
Employer's Liability	\$500,000 each incident \$100,000 disease each employee \$100,000 disease policy limit
Commercial General Liability (Including products-completed operations, contractual liability, personal and advertising injury, host liquor liability, and/or liquor liability if alcoholic beverages will be sold)	\$1,000,000 each occurrence
Automobile Liability (any auto)	\$1,000,000 combined single limit each accident

Each policy of insurance shall include a 30-day notice of cancellation and name the Oklahoma Department of Human Services as an additional insured. However, naming the Oklahoma Department of Human Services as an additional insured does not waive the state's sovereign immunity. The state's



liability is limited as provided in the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151, et. seq. Required insurance shall be written on a form acceptable to OMES, and shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

As proof of the insurance required, operator/vendor shall cause a certificate of insurance to be issued to the Oklahoma Department of Human Services at the inception of this agreement showing the Oklahoma Department of Human Services as the certificate holder and additional insured and indicating insurance to be in effect during the dates of the contract.

Any combination of primary and excess insurance may be used to satisfy the limits of coverage for Commercial General Liability and Auto Liability.

Should the operator/vendor subcontract any work under this agreement to any other party, each subcontractor shall be subject to all of the insurance requirements of this agreement and shall be required to provide proof thereof.

- 22. HAZARDOUS MATERIALS. The OPERATOR shall not cause or permit any biological, chemical or man-made hazardous material to be brought, stored or used in or about the Premises by the OPERATOR or its agents, employees, contractors or invitees without the prior written consent of DHS, which DHS shall not unreasonably withhold as long as the OPERATOR demonstrates to DHS' reasonable satisfaction that such biological, chemical or man-made hazardous material is necessary or useful to the OPERATOR's business, and will be brought, used, stored and disposed of in a manner that complies with all laws regulating any such biological, chemical or man-made hazardous material.
- 23. PARKING. DHS reserves the right to restrict the assignment of parking for all building tenants, including the OPERATOR, his/her agents, contractors, employees, clerks, invitees, patrons, guests and visitors. Parking designated for handicapped and visitors will be based on current statutory requirements and the needs of the public as determined by DHS. Such parking may not be reserved at any time by the OPERATOR.
- 24. TOBACCO FREE CAMPUS. In compliance with Executive Orders 2012-01 and 2013-43, the use of any tobacco product, electronic cigarettes or vaping devices is prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma. The OPERATOR is responsible for ensuring that all staff, contractors and guests comply with the executive order.
- 25. CAPTIONS. The captions and headings contained in this Agreement are for convenience and reference only, and in no way limit or enlarge the terms and conditions of the Lease agreement.
- 26. MODIFICATION. This Agreement shall not be modified, altered or amended except by written agreement executed by the parties named herein with the same formality as this Agreement.

IN WITNESS WHEREOF, DHS and the OPERATOR, have caused this Agreement to be signed in their names by their duly authorized representatives and delivered as their act and deed, intending to be legally bound by its terms and provisions.

OKLAHOMA DEPARTMENT OF HUMAN SERVICES

OPERATOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title



In accordance with 74 O.S. § 85.22, any contract executed by the state shall contain the following certification:

\_\_\_\_\_, for purposes of entering into a lease contract with the State, do certify:

1. I am the duly authorized agent of \_\_\_\_\_, the OPERATOR under the contract, which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;
2. I am fully aware of the facts and circumstances surrounding the making of the contract, to which this statement is attached and have been personally and directly involved in the proceedings leading to the procurement of said contract;
3. Neither the OPERATOR nor anyone subject to the OPERATOR'S direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other things of value, either directly or indirectly, in procuring the contract to which this statement is attached;
4. No person who has been involved in any manner in the development of the contract to which this statement is attached while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under this contract;
5. That no person holding an ownership or other financial interest to the OPERATOR's business entity is a state employee or current member of the Oklahoma State Legislature, as provided for in the Oklahoma Ethics Commission Rules, specifically 74 O.S., Ch. 62, App., Standard 257:20-1-1 through 257:20-1-13; and,
6. I further certify that if a former member of the Oklahoma State Legislature holds ownership or other financial interest in the OPERATOR's business entity, the execution of the Agreement will not violate any provisions of the Oklahoma Constitution.

\_\_\_\_\_  
Name (PRINT)

Owner  
\_\_\_\_\_  
Title (PRINT)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**OPERATOR INFORMATION: (Must be completed)**

Firm/Name: \_\_\_\_\_

Address: \_\_\_\_\_

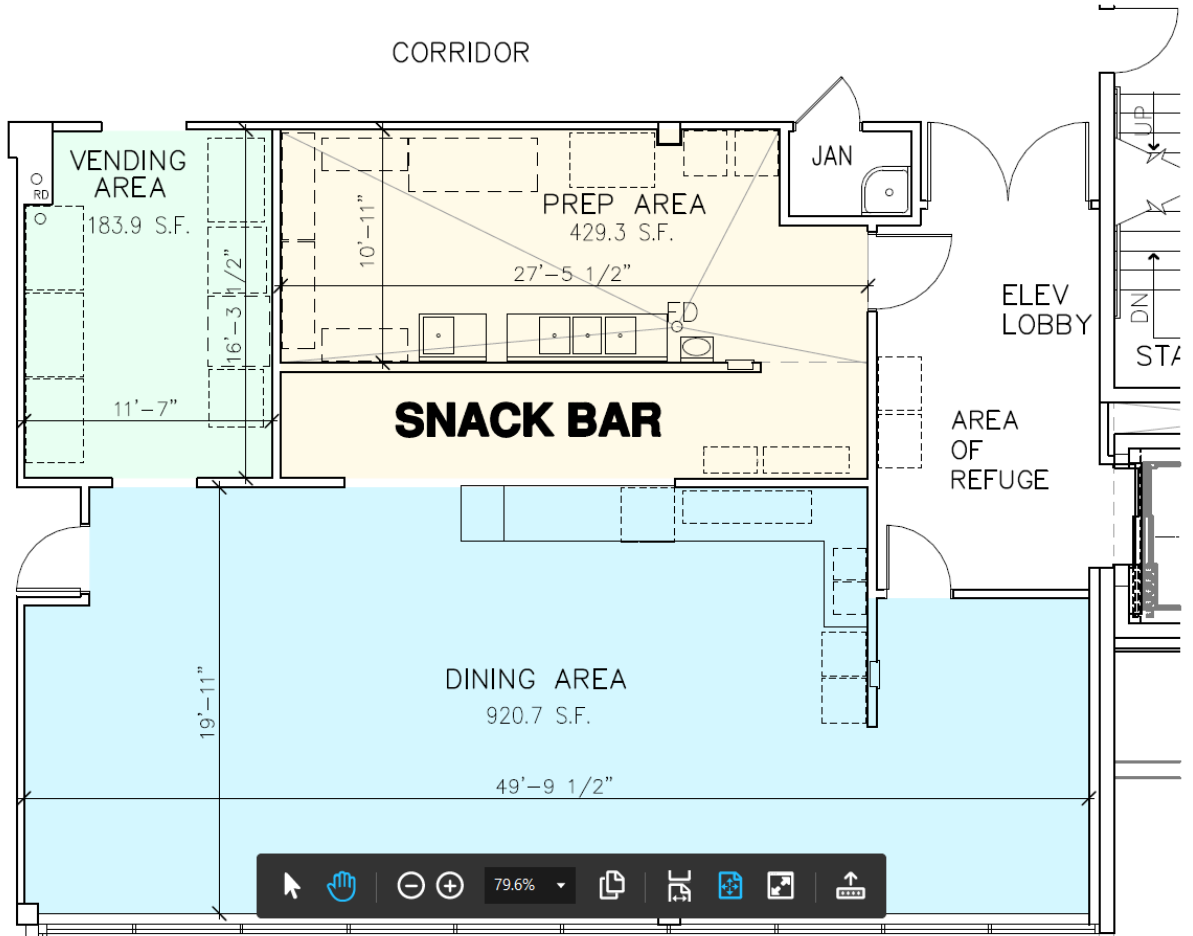
City/State: \_\_\_\_\_

Phone: \_\_\_\_\_

Soc. Sec./FEI #: \_\_\_\_\_

The State of Oklahoma does not enter into contracts or other arrangements that have the effect of subjecting its citizens or employees to discrimination because of race, color, national origin, sex or disability. All vendors of the State of Oklahoma must comply with state and federal laws prohibiting discrimination, including, but not limited to, the Civil Rights Acts of 1964 and 1991 and the Americans with Disabilities Act of 1990.

EXHIBIT A



## EXHIBIT B

### REGULATIONS FOR OCCUPANCY

1. The sidewalks, entries, passages, courtyards, corridors, stairways and elevators in and around the Premises or building, shall not be obstructed by the OPERATOR.
  2. No sign, advertisement or notice permitted under the terms of this Agreement shall be inscribed, painted or affixed on any part of the inside or outside of the Premises or building, unless of such color, size and style, and in such place upon or in the Premises or building, as shall be first designated by DHS. Signs on doors and windows which have been approved by DHS shall be painted, at the sole expense of the OPERATOR, by a sign painter designated by DHS. DHS reserves the right to remove all unapproved signs and showcases without notice to the OPERATOR, and at the expense of the OPERATOR.
  3. Hours of operation shall be posted near snack bar entrance.
  4. No additional locks shall be placed upon any doors without the written consent of DHS, nor shall any duplicate keys be made. All necessary keys shall be furnished by DHS. Upon termination of this Agreement, all keys shall be immediately surrendered to DHS, and the OPERATOR shall simultaneously provide DHS or its agents or employees with the combination of any combination or keys of all locks of the Premises.
  5. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse, or from the defacing or injury of any part of the Premises or building, shall be borne by the OPERATOR. No person shall waste water by interfering with the faucets or otherwise.
  6. Grease traps will be cleaned quarterly, or as needed.
  7. No person shall disturb the occupants of the building by the use of any musical instruments or devices, making unseemly noises, or by any interference in any way.
  8. No dogs or other animals (except service animals) will be allowed on the Premises or in the building.
  9. No bicycles, skateboards, scooters or similar vehicles will be allowed in the Premises or the building.
  10. If the OPERATOR desires telegraphic, telephonic or other electric or data connections, DHS or its agents or employees will direct the electricians as to where and how the wires may be introduced, and without such directions, no boring or cutting for wires will be permitted.
  11. All glass, locks and trimmings in or about the doors and windows of the Premises and the building, and all light fixtures in the Premises and the building, shall be kept whole, and whenever broken by the OPERATOR or its agents or employees, shall be replaced or repaired and in order by the OPERATOR within five (5) calendar days of occurrence, under the direction and to the satisfaction of DHS.
  12. The OPERATOR shall not cause or permit objectionable odors, deemed so by DHS, to emanate from the Premises.
  13. DHS reserves the right to amend these Rules of Occupancy and to make such other Rules of Occupancy, from time to time, as DHS in its sole judgment may deem necessary for the safety, care, cleanliness or preservation of the Premises and/or building, with notice to the OPERATOR.
  14. The OPERATOR shall provide DHS with 24-hour emergency contact information, including a primary and secondary contact name and phone number.
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15. The OPERATOR shall not be permitted to use or to keep on the Premises and/or in the building any kerosene, camphene, propane, burning fluid or other illuminating materials, except the natural gas and electricity in general use in the Premises and the building.
  16. No person entering or while on property shall carry or possess firearms or other dangerous or deadly weapons, unless authorized to do so by state or federal laws.
  17. Intoxicating beverages are not permitted inside the building or on property grounds. Controlled substances are prohibited except medications as prescribed or specifically permitted by law.
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