

REQUEST FOR PROPOSALS

**True
North
Cafe
Operator**



For the Sequoyah State Office Building

True North Cafe
Located at 2400 N. Lincoln Blvd., First Floor
Oklahoma City, Oklahoma 73105

**Proposals must be received before
5 p.m., Oct. 28, 2020**

Submit proposals to:

**OMES Real Estate and Leasing Services
2401 N. Lincoln Blvd., Ste. 126
Oklahoma City, OK 73105
or infoREALS@omes.ok.gov**

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



OKLAHOMA
Office of Management
& Enterprise Services

Request for Proposal

Issued on Oct. 7, 2020, by OMES Real Estate and Leasing Services, 405-845-5745.

The Oklahoma Department of Human Services, through the Office of Management and Enterprise Services Real Estate and Leasing Services, collectively referred to as the state, is accepting proposals for a cafe concession operator for the Sequoyah State Office Building located at 2400 N. Lincoln Blvd., Oklahoma City, Oklahoma.

Built: 1959

Size: 176,120 square feet; five floors and basement.

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



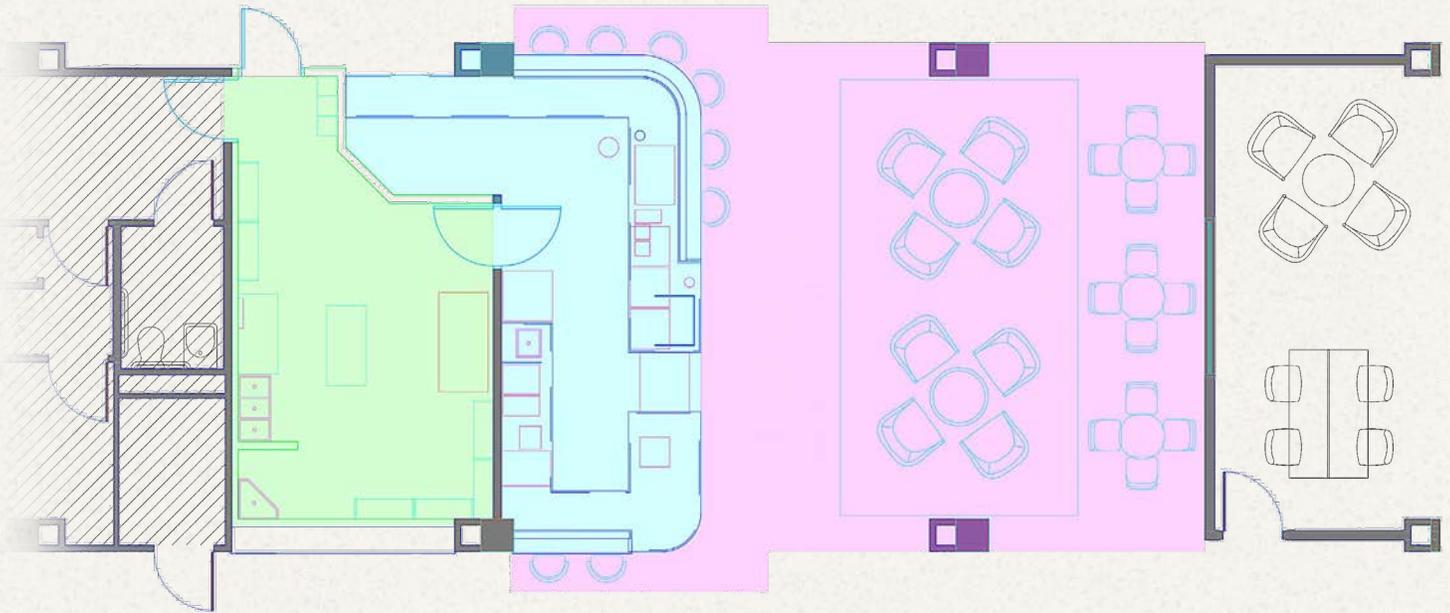
Description of cafe

Sequoyah – First Floor – Snack Bar Estimated Area Calculations

Prep/Storage, (green)	242 sq. ft.
Register (blue)	267 sq.ft.
Seating Area (purple)	571 sq. ft.



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Area	Square Feet
Prep/Storage Area	242 SF
Register Area	267 SF
Seating Area	571 SF

The True North Cafe's current floorplan layout depicts an estimated seating capacity of 28. The cafe will be equipped with tables and chairs.



DHS is pleased to offer an opportunity for a qualified food and beverage service operator/vendor to operate the True North Cafe for the Sequoyah State 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/vendor 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 cafe food and beverage service for the DHS Sequoyah State Office Building tenants, surrounding state agencies, and visitors of the State Capitol Complex. The Oklahoma Department of Human Services is a government agency whose mission is to help individuals and families in need help themselves lead safer, healthier, more independent and productive lives. DHS estimates 595 employees in the building and an average of 450 to 1,500 visitors monthly.



The State of Oklahoma will provide the following:

- Maintain the building's existing heating, ventilating and air-conditioning system, water system, electrical system and plumbing system.
- General pest control within the premises.
- Trash dumpsters for trash removal.
- A built-in front counter serving area.
- Two undercounter refrigerators and one reach-in cooler.
- Undercounter ice maker.
- Fully functional and complete on-site hand washing sink and three-bay sink located in the cafe prep area for use by the cafe staff.

Objectives:

- Optimize patron participation in the cafe 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 cafe 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 cafe services from 7:30 a.m. to 3:30 p.m., Monday through Friday, and in consideration of that, there will be no rent charged. In the event the operator/vendor begins to close regularly before 3:30 p.m. and the building is open, the state may, at the state's discretion, cancel the agreement or charge the operator a monthly rental rate which shall be no less than \$100 per month.

The operator:

- Shall provide beverage and food service to include coffee, tea, canned sodas and bottled waters. Coffee beans must be roasted locally. Individually wrapped baked items such as pastries, cookies or bagels, etc., must be prepared off-site.
- Shall provide all necessary equipment. A suggested list of equipment is included as Exhibit C.
- Shall comply with COVID-19 guidelines. Employees are required to wear face coverings and temperature checks will be required of all employees entering the building until further notice from DHS. Customers will be requested to social distance, spaced six feet apart.
- 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 cafe 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 cafe 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 7:30 a.m. to 3:30 p.m., Monday through Friday, holidays excepted and close no earlier than 3:30 p.m. and no later than 3:30 p.m. unless otherwise authorized by DHS. Building is closed on all state holidays and weekends. Building may also close due to inclement weather or other emergencies.
- 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 will submit a list of all personnel, as well as copies of their background checks, and present them 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 the DHS premises permanently or temporarily for any or no reasonable cause.



- 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 for 7 a.m. to 4 p.m., Monday through Friday.
- Shall maintain liability insurance for themselves and any subcontractor or anyone directly employed by either of them. 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

- Oct. 7, 2020** Request for Proposal opening.
- Oct. 12, 2020** Pre-submittal tour and site visit for any interested parties by appointment only.
- Oct. 19, 2020** Pre-submittal tour and site visit for any interested parties by appointment only.
- Oct. 28, 2020** Proposals due by 5 p.m.

Prospective operators/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. Contact OMES REALS at 405-845-5745 to schedule a tour.

All proposals for the lease and operation of the cafe will be accepted by email, mail or hand delivery and must be received and date stamped or postmarked before 5 p.m. on Oct. 28, 2020. Any proposals received after this time will be invalid and returned unopened.



Instructions for proposers

1. OMES REALS 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.
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 REALS on or before the date 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.





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.**

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 reserve the right to reject any or all proposals.

For further information and instructions, please contact OMES Real Estate and Leasing Services at 2401 N. Lincoln Blvd., Ste. 126, Oklahoma City, OK 73105, 405-845-5745, or infoREALS@omes.ok.gov.

Experience or qualifications of the operator/vendor

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

- Describe your experience in and knowledge of the food and beverage 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 and beverage 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, coffee, tea, pastries and bagels. Coffee must be roasted locally. Pastries and pre-baked food items must be individually wrapped and prepared off-site. Regular rotation or change of menu items is strongly encouraged and expected as are daily specials and seasonal variations. The cafe menu shall represent a seasonal cycle. Menus should be creative and flexible and include proposed pricing.

Business plan

Proposers are encouraged to offer creative and innovative ideas to provide for a first-rate cafe 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.

OMES/DHS will evaluate all proposals received on or before the proposal due date and time and 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.

SAMPLE LEASE



OKLAHOMA
Office of Management
& Enterprise Services

Cafe Agreement

THIS AGREEMENT made and entered into this ____ day of ____, 2020 between THE STATE OF OKLAHOMA, by and through its OKLAHOMA OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES, hereinafter called "OMES," on behalf of the Oklahoma Department of Human Services, hereinafter called "DHS," and collectively referred to as the STATE, and _____, hereinafter called the "OPERATOR".

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

1. **PREMISES.** OMES 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 _____.
2. **PURPOSE.** Said space will be used as a beverage and food service 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 the STATE in the same condition as at the beginning of the occupancy of the Premises, damage by casualty and reasonable wear and tear excepted.
3. **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 the STATE may establish from time to time, which are, in the STATE's 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 the STATE. The STATE will provide the OPERATOR with any changes in rules or regulations, as provided for in Exhibit B.

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

OMES 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.

OMES shall maintain the building's existing heating, ventilating and air-conditioning 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 OMES. OMES 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.

5. 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, Office of Homeland Security and any of the STATE's 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 the STATE.

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.

6. 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 cafe operation hours. The OPERATOR shall sweep and mop floors in leased premises daily.
7. PEST CONTROL. OMES shall be responsible for general pest control within the leased Premises.
8. 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 the space occupied by the OPERATOR in connection with this agreement without prior written consent from OMES. Major Energy Consuming Equipment, as defined herein, shall mean any device requiring 50 AMPS or more. OMES reserves the right to recover from the OPERATOR any increase in energy costs to OMES as a result of the installation of such equipment.

If any portion or all of OPERATOR's equipment 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 OMES' 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 OMES. 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.

OMES 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 OMES' 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 OMES' opinion, requires structural modifications or reinforcement of any portion of the premises or the building, the OPERATOR agrees to reimburse OMES for any and all costs incurred by OMES to make such required modifications or reinforcements, and such modifications or reinforcements shall be completed prior to OMES or the OPERATOR installing or locating such equipment or fixtures in the premises. The OPERATOR shall reimburse OMES within 15 business days of receipt of any statement setting forth those costs.

9. PERSONAL PROPERTY. All personal property in the Premises shall be and remain at the OPERATOR's sole risk. The STATE 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 the STATE 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. OMES 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.

10. 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 the STATE and the OPERATOR.
11. INSPECTION. For the purpose of maintaining the Premises, the STATE reserves the right at reasonable times to enter and inspect the Premises, and to make necessary repairs thereto. For security and emergency purposes, OMES shall retain access to all areas of the Premises. In such case that OMES authorizes any special locking mechanisms to be installed by the OPERATOR, the OPERATOR shall provide OMES with a key and/or the combination to said space.

The OPERATOR will allow periodic inspections of the Premises by both OMES and state and local health officials to ensure compliance with all city, 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 the STATE. The STATE shall inspect the Premises on a monthly basis for cleanliness, life safety, for the compliance of this Agreement, and EXHIBIT B attached hereto (the "Regulations for Occupancy"). The STATE will report the inspection results to the OPERATOR on a form prescribed by the STATE. The OPERATOR will be provided 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 the STATE. If the OPERATOR fails to make repairs or improvements identified in the report within 10 business days, the STATE may order such repair or remedy, and invoice the cost thereof to the OPERATOR, payable within 30 business days after receipt of such invoice from the STATE.

12. OPERATOR REPORTS. The OPERATOR shall provide DHS with monthly and annual accounting of services, revenue and expenses, net profit, customers serviced, etc. Reports are due by the fifth working day of each month.
13. ALTERATIONS OR RENOVATIONS. Any alterations or renovations to the space must be preauthorized by OMES 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 OMES, unless otherwise agreed upon, in writing, by OMES. Alterations/renovations will be performed by OMES unless the OPERATOR is given expressed written authorization from OMES to utilize an outside contractor. The OPERATOR shall be responsible for payment to the Department of Public Safety or the Office of Homeland Security 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 the STATE 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 as a result of an equipment failure or malfunction, or improper maintenance practices.

14. HOURS OF OPERATION. Normal business hours of the building shall be 8 a.m. through 5 p.m., Monday through Friday, holidays excepted. Building may close due to inclement weather or other emergencies. Cafe shall open no later than 7:30 a.m. and close no earlier than 3:30 p.m. and no later than 3:30 p.m. unless otherwise authorized by DHS, Monday through Friday, holidays excepted. Arrangements must be made with OMES 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, OMES 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. In the event the OPERATOR begins to close regularly before 3:30 p.m. and the building is open, the STATE may, at the STATE's discretion, cancel the agreement or charge the OPERATOR a monthly rental rate which shall be no less than \$100 per month.

15. ASSIGNMENT OR SUBLETTING. At no time shall the OPERATOR assign or sublet the Premises.
16. TERMINATION. The right to use and operate said Premises shall remain in full force and effect until terminated by mutual consent between the OPERATOR and the STATE, or by 30 calendar day's written notice of termination by either the STATE or OPERATOR. However, if the OPERATOR's activities threaten the health or safety of its building occupants then the STATE may terminate this Agreement immediately upon written notice.

In the event that the STATE determines that the Premises, in part or in whole, are needed in order to provide adequate space to meet appropriate functional and locational requirements for state programs within the facility, the STATE may terminate this Agreement with 30 calendar day's written notice to the OPERATOR.

In the event the OPERATOR ceases to utilize the Premises for more than 30 calendar days for any reason other than for alterations or renovations, the STATE may terminate this agreement.

17. INDEMNIFICATION. The OPERATOR, at all times, will indemnify and hold harmless the STATE from all losses, damage, liabilities, claims and expenses which may be claimed against the STATE 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. The STATE 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.
18. OPERATOR LIABILITY INSURANCE. The OPERATOR shall maintain liability insurance for themselves and any subcontractor or by anyone directly employed by either of them. A Certificate of Insurance must be filed as EXHIBIT C of this Agreement, and shall be subject to approval as to adequacy of protection. The public liability insurance shall have limits of not less than \$1,000,000 per occurrence, and the property damage of not less than \$25,000 per occurrence. Said certificate shall name the certificate holder as the Office of Management and Enterprise Services, Real Estate and Leasing Services, 2401 N. Lincoln Blvd., Ste. 126, Oklahoma City, Oklahoma 73105.
19. 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 the STATE, which the STATE shall not unreasonably withhold as long as the OPERATOR demonstrates to the STATES' 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.
20. PARKING. The STATE 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 the STATE. Such parking may not be reserved at any time by the OPERATOR.
21. 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.
22. 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.
23. 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, the STATE 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

State of Oklahoma, by and through its
Office of Management and Enterprise Services

Director of Real Estate and Leasing Services



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. 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.
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

Sequoyah - First Floor - Snack Bar

Estimated Area Calculations	
Prep/Storage (106, green)	242 sq ft
Register (107, blue)	267 sq ft
Seating Area (108, purple)	571 sq ft

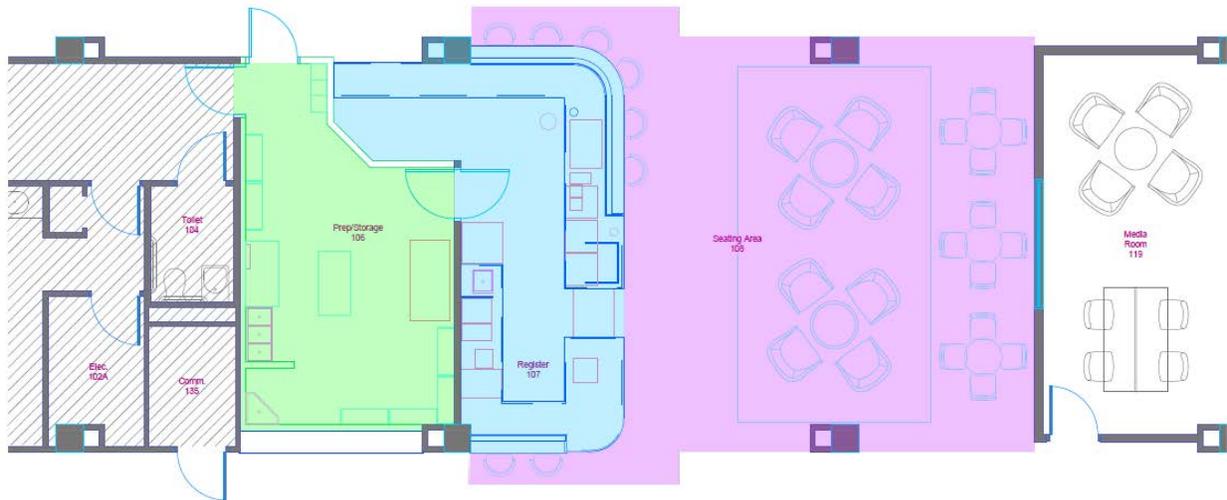


EXHIBIT B

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 cafe entrance.
4. No additional locks shall be placed upon any doors without the written consent of OMES, nor shall any duplicate keys be made. All necessary keys shall be furnished by OMES. Upon termination of this Agreement, all keys shall be immediately surrendered to OMES, and the OPERATOR shall simultaneously provide OMES 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. 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.
7. No dogs or other animals (except service animals) will be allowed on the Premises or in the building.
8. No bicycles, skateboards, scooters or similar vehicles will be allowed in the Premises or the building.
9. If the OPERATOR desires telegraphic, telephonic or other electric or data connections, OMES 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.
10. 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 calendar days of occurrence, under the direction and to the satisfaction of OMES.
11. The OPERATOR shall not cause or permit objectionable odors, deemed so by the STATE, to emanate from the Premises.
12. The STATE reserves the right to amend these Rules of Occupancy and to make such other Rules of Occupancy, from time to time, as the STATE 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.
13. The OPERATOR shall provide OMES with 24-hour emergency contact information, including a primary and secondary contact name and phone number.

14. 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.
15. 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.
16. 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.

EXHIBIT C

SUGGESTED EQUIPMENT LIST (OPERATOR PROVIDED)

Espresso machine

Espresso grinder

Pourover grinder

Hot water dispenser

Drip/brew grinder

Coffee brewer

Nitro cold brew tap

Microwave for customer use

Countertop oven

Toaster