

REQUEST FOR PROPOSALS



Child Care Center Provider Oklahoma City, Oklahoma

Proposals must be received by
Feb. 20, 2026

Submit proposals to:

OMES Real Estate and Leasing Services
Attn: Brandon Ramirez
1915 N. Stiles Ave., Ste. 305
Oklahoma City, OK 73105

Issued on Dec. 23, 2025, by
OMES Real Estate and Leasing Services
405-845-5745 or brandon.ramirez@omes.ok.gov



OKLAHOMA
Office of Management
& Enterprise Services

Announcement of Request for Proposals

Issued on Dec. 23, 2025, by OMES CAM Real Estate and Leasing Services.

OMES CAM Real Estate and Leasing Services invites the presentation of written proposals from qualified child care provider(s) to operate a future child care facility to be located at the Oklahoma State Capitol Complex in Oklahoma City, Oklahoma.

A presubmittal building tour will be held on Thursday, Jan. 29, 2026, at 10 a.m. at the site location: 2409 N. Kelley Ave., Oklahoma City, OK 73111. Prospective child care providers are advised to inspect the property prior to submitting their proposal. Request for proposal packets will be available at the building tour or by request.

All proposals for the child care center provider will be accepted by email, mail or hand-delivery and must be received and date-stamped or postmarked before 3 p.m. on Friday, Feb. 20, 2026. Any proposals received after this time will be invalid and returned unopened.

The evaluation of the proposal shall in part be based upon the principal criteria and submission of the following:

- a. Ability to meet specifications and compliance with licensing rules, certifications and regulations.**
- b. Business plan.**
- c. Qualifications and experience of the provider(s) and staff.**
- d. Financial capacity.**
- e. Completion of required forms.**

The request for proposal process does not guarantee nor create any legal obligations to enter into a contract with a qualified child care provider. Upon receipt of the proposals, OMES may enter into negotiations with one or more of the qualified child care providers to identify the most desirable provider and terms. OMES reserves the right to reject any or all proposals.

For further information and instructions, please contact Brandon Ramirez with OMES CAM Real Estate and Leasing Services at brandon.ramirez@omes.ok.gov or 405-845-5745.

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Scope of proposal

OMES CAM Real Estate and Leasing Services is requesting proposals for a qualified child care provider that can offer responsive and educational child care services to children of State of Oklahoma employees at competitive rates. The provider must demonstrate clear and measurable evidence that it has a philosophy that reflects best practices in child care and education. The provider must demonstrate the ability to provide:

- A safe, healthy and responsive environment for children, including proper sanitation practices, emergency preparedness plans and procedures for handling medical emergencies.
- Optimal conditions promoting the physical, social, emotional and intellectual development of each child.
- Programs to develop children's language and literacy.

Responsibilities of provider:

- Interior furnishings and equipment.
- Janitorial and trash service for the child care center.
- Building interior security, access systems and internet.
- Indoor play area.
- Liability coverage and insurance as required in Section 24 of the Operator Agreement.
- Outdoor playground equipment.
- Offer priority for admission, at all times, to children of State of Oklahoma employees.

A detailed responsibility matrix is attached to the Sample Operator Agreement.

Responsibilities of OMES:

- Fenced outdoor area for playground equipment. Operator is responsible for supplying and maintenance of playground equipment.
- Building maintenance.
- Budgeted tenant improvements as presently designed.
- Hard surface parking.
- Utilities to the premises.
- Lawncare and pest control.

Proposers should carefully read the attached Sample Operator Agreement for detailed terms and conditions.

Site context

2409 N. Kelley Ave., Oklahoma City, OK 73111

The Kelley Building Annex is located east of the Oklahoma State Capitol building near the Oklahoma History Museum in northeast Oklahoma City.



Current building condition

The Kelley Building Annex is a five-story building with approximately 36,832 square feet of interior space. OMES will be renovating the Kelley Building Annex. The building's parking lot is located to the west and will have access from North Kelley Avenue or North Laird Avenue.



Interior



Proposal response structure, requirements and mandatory sections

Response structure

- The RFP response shall be structured into separate, clearly identified sections using the format presented below. Every section and corresponding subsection should have a response denoted. Failure to organize the proposal in the proper format may result in information being missed by the evaluators and result in the award of a lower score.
- The RFP response shall include a cover page that identifies the RFP solicitation and provides the child care center provider's contact information, including name, mailing address, email address and phone number.
- All materials submitted in response to the request for proposals will become property of OMES. Proposal must be submitted either electronically via email or mailed or hand-delivered on a USB flash drive or unbound 8 1/2" x 11" white paper. Additional documentation in support of the proposal – such as sketches of various sizes, financial statements, cash flow analysis, etc. – may be submitted. All expenses associated with the proposal submission are the sole responsibility of the prospective child care provider.

Section 1. Ability to meet specifications and compliance with licensing rules, certifications and regulations. The proposals should describe the ability to meet required child care center specifications and compliance with child care licensing and regulations, to include the following:

- Provide a safe, healthy and responsive environment for children, including proper sanitation practices, emergency preparedness plans and procedures for handling medical emergencies.
- Provide optimal conditions promoting physical, social, emotional and intellectual development for each child.
- Provide programs to develop children's language and literacy.
- Provide mock-ups of lesson plans for each age group.

- Child care center providers are required to have a current star-level rating in the range of 2-5 stars in accordance with the Department of Human Services Quality Rating System. Proposal must include verification of current licensing and the current child care provider's star rating.
- The center may serve a maximum of 250 children ranging in age from infants to 5-year-olds. The proposal shall describe the center's ability to provide child care at the required occupancy level.
- In terms of hours of operation, the center shall be open on weekdays, excluding state holidays, from 6 a.m. to 6 p.m. The proposal shall provide a one-month mock-up staffing schedule showing adequate staff coverage for the required operating hours.
- The child care center will span approximately five floors with elevators and stairs for ingress and egress. See the floorplan shown on Attachment A of the Operator Agreement.
- Interior furnishings and equipment will be the responsibility of the child care provider. The proposal shall describe interior furnishings and equipment to be provided.
- An indoor play area must be supplied at the provider's expense. The proposal shall describe the equipment to be provided.
- The proposal shall describe the submitting organization's plan for operating a high-quality child care center beyond the basic licensing requirements and in cooperation with the Oklahoma Department of Human Services licensing rules and regulations.
- The proposal shall provide a narrative of compliance with all local, state and federal laws, ordinances and regulations.



Section 2. Business plan

The proposals should include a detailed business plan, with the following:

- a. Executive summary.
- b. Operating plan.
 1. Narrative of operational, management and marketing plans.
 2. Preopening plans and expectations.

3. Proposed child care center rates for each age group.
4. Timeframe from start of contract to opening.
5. Timeline for five years of operations with specific benchmarks.
6. Plan to fully staff, furnish and stock child care center with all necessary items before opening.
7. Operator's procedures for screening and background checks for all employees, including criminal background checks, reference checks and verification of qualifications.
8. Proposed staffing schedule.
9. Summary of plan for ongoing staff training, continuing education and development.
10. Postopening plans. (A summary of the child care provider's plans after opening.)
11. Enrollment scheme: The proposal shall describe a plan regarding the enrollment period and waiting list. How long does the operator foresee an open enrollment period being available to State of Oklahoma employees before spaces are offered to the public? When spaces become available at the program, how will children be chosen from a waitlist?
12. References from current or previous clients to gauge parent satisfaction and obtain feedback on the operator's performance, communication and quality of care.

c. Food and beverage.

1. Summary of child care provider's food handler training as well as quality control for food selection, preparation and serving.
2. Summary of child care provider's food inventory control system.
3. Provide healthy, allergen-free dietary options.
4. A mock-up of a monthly menu shall be provided to include breakfast and lunch options.

d. Potential or anticipated challenges/barriers and how those would be resolved.



Section 3. Qualifications and experience

Documentation outlining the qualifications and experience of the prospective child care provider(s) and the development team are required.

- a. Describe your organization/team.
- b. Describe the expertise and professional experience of key staff; include resumes and certifications, as applicable.
- c. Provide a summary of past projects.

Section 4. Financial capacity

Each proposal must document the financial ability of the prospective child care provider(s). Additional documentation may be requested to assist in determining financial capacity.

The proposal should include the following:

- a. A description of the organization's/team's experience in funding and operating child care centers.
- b. The length of time the child care provider has been in business.
- c. The current number of children in the center(s) currently operated by the bidder.
- d. Estimated costs of operations and a general breakout of costs.
- e. A description of the organization's financial strength, with evidence of financial stability, including financial statements for the last three years, to include income statement and cash flow. If bidder has not been in business for three years, note this and provide financial statements for the years available.
- f. A list of collateral, direct funds, equity and financing that will be applied to the opening and operation of the child care center.
- g. Investor information, if any.
- h. A copy of the bidder's most current tax return.
- i. Three years of financial projections for the proposed project.
- j. Three financial references (references from a lender or investor that has provided financing for a comparable project. The name, address, phone number and site location should be included).
- k. A current certificate of liability insurance.

Section 5. Required forms

- a. Signed prospective child care provider's affidavit.
- b. Signed noncollusion statement.

Selection process

The request-for-proposal period will remain open for a minimum of 60 days. Once the proposal submittal period has closed, all proposals will be screened for completeness. Further consideration will be given to those in compliance with the instructions, principal criteria sections and required documentation. Prospective child care providers may also be contacted for additional information or clarifications. The proposals will then be evaluated, prepared and reviewed for consideration. OMES will determine the weight and level of consideration to be given to the proposals in connection with the principal selection criteria. Once the proposals have been evaluated and potential child care provider(s) have been identified, the child care provider(s) will be invited for an oral presentation, and additional information in support of the proposal may be requested as negotiations commence. Negotiations will remain open until the terms and conditions of an agreement are finalized and a contract is executed.

Key dates for this proposal:

Dec. 23, 2025 Publication of RFP

Jan. 29, 2026 Presubmittal tour

Feb. 20, 2026 RFP submission deadline

Address to submit proposals:

By email: brandon.ramirez@omes.ok.gov

In person: Brandon Ramirez
OMES Real Estate and Leasing Services
1915 N. Stiles Ave., Ste. 305
Oklahoma City, OK 73105

By mail: OMES Real Estate and Leasing Services
Attn: Brandon Ramirez
1915 N. Stiles Ave.
Oklahoma City, OK 73105
405-845-5745

Prospective child care provider(s) affidavit

Acknowledgement and noncollusion statement

I, _____, have received, read and understand the provisions of the request for proposals issued by OMES. I recognize that any negotiations will be subject to the terms and conditions outlined within the request for proposal. If negotiations are terminated by either party with or without cause, or if negotiations terminate automatically, then neither party will have any rights or liabilities to the other.

Additional disclosure:

1. Has the child care provider, subsidiary, or affiliated corporation or organization, or principal members or partners thereof, had an IRS or state tax audit in the last five years?

Yes No

2. Has the child care provider, subsidiary, or affiliated corporation or organization, or principal members or partners thereof, ever had a judgment against them in the last 10 years?

Yes No

If so, when? _____

3. Has the child care provider, subsidiary, or affiliated corporation or organization, or principal members or partners thereof, filed bankruptcy within the last 10 years?

Yes No

If so, when? _____

4. Has the child care provider, subsidiary, or affiliated corporation or organization, or principal members or partners thereof, ever pled guilty to a felony?

Yes No

If so, when? _____

5. Are there any taxes (federal, state, property, payroll, sales, etc.) not currently paid or in dispute?

Yes No

If so, how much? _____

If answering yes to any of the above questions, please attach an explanation.

Noncollusion statement

The undersigned attests that neither the prospective child care provider nor anyone subject to the prospective child care provider's direction or control has been a party:

- a. To any collusion among other prospective child care providers in restraint of freedom of competition by agreement to refrain one from submitting a proposal.
- b. In any discussions between prospective child care providers and any state official or employee concerning an exchange of money or other thing of value for special consideration.

If the prospective child care provider or any individual member of the development team or immediate family member is a member of any board, commission or state agency related to the project, then a letter indicating the potential conflict must be submitted with the proposal. The letter must contain the name of the individual who has the conflict, the nature of the conflict, and the employment or appointment information, including dates employed or served.

State of _____)

) SS

_____ County)

Before me, _____ in and for this state, on this ___ day of _____, 20____, personally appeared _____ to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Notary public

Date

Commission expires: _____

Checklist for prospective child care providers

- 1. Read the entire document. Note critical items such as mandatory requirements; services required, including proposed rates; all aspects of the Operator Agreement; submittal dates; licensing requirements; and contractual requirements.
- 2. Note the contact email address at brandon.ramirez@omes.ok.gov and phone number of 405-845-5745.
- 3. Attend the presubmittal tour.
- 4. Follow the format required in the RFP. Provide point-by-point responses to all sections in a clear and concise manner.
- 5. Provide complete answers/descriptions. Read and answer all questions and requirements. The proposals are evaluated based on the information provided in your response.
- 6. Use forms provided.
- 7. Review before submission of RFP to ensure you have addressed all requirements.
- 8. Submit your response on time. Note all deadlines in the RFP and submit the request for proposal in a timely manner.



Real Estate and Leasing Services Lease and Operator Agreement

THIS OPERATOR AGREEMENT and LEASE ("Agreement") is made and entered into this ___ day of ___ 2026 between **THE STATE OF OKLAHOMA** by and through its **OKLAHOMA OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES**, hereinafter called ("OMES"), and the **OPERATOR**, hereinafter called the ("OPERATOR"); each is herein referred to respectively as a "Party" and collectively as the "Parties".

WITNESSETH: The Parties hereto do covenant and agree to the following terms and conditions:

1. **PREMISES.** OMES hereby leases to the OPERATOR the following premises:

<u>Kelley Building Annex</u>	(Building)
<u>2409 N. Laird Ave.</u>	(Room, suite number or street address)
<u>Oklahoma City, Oklahoma</u>	(City and state)

Consisting of 36,832 total rentable square feet as to be used for a child care center ("Premises") as shown on Attachment A.

2. **TERM.** The five-year term of this Agreement shall begin on **July 1, 2026**, and run through **June 30, 2031**.
3. **RENT.** OPERATOR shall pay OMES the amount of \$20,000 per month for the month of July 2026 and for every month thereafter, which shall be due within the month of service in accordance with statutory invoicing and payment requirements.
4. **RENT INCREASE.** OMES is entitled to increase the rent payable under this Agreement, either during the Agreement term or at any subsequent renewal, based on an increase in building operating expenses. Building operating expenses shall be reviewed annually in coordination with OPERATOR. OMES shall provide OPERATOR with notice of any increase in rent no less than ninety (90) days prior to the effective date of the increase.
5. **OPTION TO RENEW.** OPERATOR shall have the option to renew the term of this Agreement for one (1) additional five-year period under the same terms and conditions contained in this Agreement. On any options granted hereunder, the Parties agree that, during any option period, OMES reserves the right to cancel this Agreement. OMES shall provide a cancellation notice in writing to the OPERATOR at least 30 days prior to the desired date of cancellation, and rent shall cease upon the date of vacation.
6. **PURPOSE.** The Premises shall be used as a child care center operated by the OPERATOR for the purpose of providing quality child care to the employees of the State of Oklahoma and the public.
7. **RATES.** The Parties shall mutually agree on the service rates for the child care center. The OPERATOR shall provide child care services using OMES-director-approved rates as listed in Attachment C. Prior to increasing service rates, the OPERATOR shall provide written notice and obtain express written consent of the OMES director no less than ninety (90) days prior to the effective date of the increase. Such written notice shall include the following: (i) the rate requested, (ii) a description of increased operating expenses or other contributing factors for the increased rate, and (iii) comparable child care center rates in the geographic area. All rate increases are subject to final approval by OMES.

8. **LICENSING.** OPERATOR agrees to operate the child care facility in full compliance with the current Department of Human Services (“DHS”) Licensing Requirements for Child Care Programs, as written and amended from time to time. OPERATOR shall immediately notify OMES of any changes in its DHS licensing status. OPERATOR shall provide OMES with written notice of any findings of noncompliance, including, but not limited to, substantiated complaints as well as license restrictions, including, but not limited to, suspension or termination stemming from DHS inspections or examinations. OPERATOR shall provide OMES with copies of formal written responses to DHS to address said findings. OMES reserves the right to suspend, cancel or terminate this Agreement as a result of such noncompliance with the licensing and care standard requirements. Noncompliance with the terms of this section shall be considered a material breach of this Agreement.
9. **ADMISSION.** OPERATOR shall grant first admission priority to minor dependents of State of Oklahoma employees. A State of Oklahoma employee shall be defined as any officer or employee employed by any agency of the executive branch of the State of Oklahoma – excluding employees within the Oklahoma State System of Higher Education – whose employment is not seasonal or temporary and whose employment requires a minimum of 30 hours per week. OPERATOR and OMES shall collaborate regarding admission priority procedures, and such procedures are subject to the express written consent of OMES. OPERATOR shall provide written notice and/or a report of complaints and issues regarding priority status, lack of availability and number of available vacant spaces upon request by OMES. Noncompliance with the terms of this section shall be considered a material breach of this Agreement.
10. **PREMISES.** OPERATOR agrees to utilize the Premises with reasonable care. Upon vacating the Premises, OPERATOR agrees to return the Premises to OMES in the same condition as it was when initially occupied, casualty damage and normal wear and tear excepted. This includes removing any abandoned furniture, equipment, miscellaneous items or debris. Any abandoned furniture, equipment, miscellaneous items or debris left after vacating the Premises shall be removed by OMES at the cost of the OPERATOR. Any damage caused by the OPERATOR, their agents, employees, invitees, licensees or clients shall be repaired or paid for by the OPERATOR. 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 the OPERATOR.
11. **SERVICES.**
 - 11.1 OMES agrees to furnish to the OPERATOR, during occupancy of said Premises, under the terms of this Agreement, all utilities, including electric, water and natural gas, and not including telephone, internet, internal security and communications. Trash service shall be provided in the same manner and frequency as other OMES-managed buildings. OPERATOR shall be responsible for any additional trash containers or service required as a result of child care center operation. OMES shall provide heat, air-conditioning and maintenance services, as described in Attachment D, during normal business hours, as defined in this Agreement.
 - 11.2 OMES shall maintain said Premises in good repair and tenantable condition during the continuance of this Agreement, provided that OMES shall not be responsible for any property of the OPERATOR, including fixtures; equipment, affixed or unaffixed; or any other property of the OPERATOR. All injury, breakage or damage to the Premises or the building caused by the OPERATOR or by the agents, employees, invitees, licensees or clients of the OPERATOR, shall be repaired by and at the sole expense of the OPERATOR, normal wear and tear excepted.

11.3 OMES 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 system, electrical systems, elevator machine room, etc.). Any such obstruction shall be removed at the expense of OPERATOR unless otherwise authorized by OMES. OMES reserves the right to invoice 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.

11.4 OMES reserves the right to invoice OPERATOR for additional service requests as referenced in Attachment D based on the actual cost to OMES for the labor and materials needed to complete the work. The rate schedule listed in Attachment D is for the current year, and OMES reserves the right to adjust the services rate schedule as needed. Prior to performing a service that will incur an additional cost to the OPERATOR, OMES shall notify the designated OPERATOR representative and obtain written authorization to proceed. OMES shall provide an invoice to OPERATOR for additional services on a monthly or quarterly basis or upon completion of the work.

12. SECURITY REQUIREMENTS.

12.1 OPERATOR and all employees must comply with security requirements at all times in accordance with building security and identification policy in the OMES Office of Facilities Management Tenant Manual, available at oklahoma.gov/content/dam/ok/en/omes/documents/TenantManual.pdf and as amended from time to time by OMES.

12.2 OPERATOR shall be responsible for compliance with any State of Oklahoma security rules and procedures. The point of access into the building and Premises by OPERATOR and its agents, employees, patrons, invitees, licensees, clients or any other person entering the Premises, under the invitation of OPERATOR, shall be determined by OMES.

12.3 The OPERATOR shall be responsible for providing and affixing all interior signage, including classroom numbering or identifiers, DHS-required signage for evacuation plans, restroom signs, and any station identifiers.

12.4 OPERATOR shall install and maintain cameras in the main entrance areas, hallways, classrooms and kitchen. OPERATOR shall be responsible for payment of all installed cameras within the interior of the Premises. OPERATOR shall be responsible for payment of security services and/or equipment in the event it is provided by the State of Oklahoma, or which may be required for the exclusive use or benefit of the OPERATOR. Security camera footage shall be maintained for no less than sixty (60) days. OPERATOR shall provide access to the security camera footage of the Premises within twenty-four (24) hours of a request by OMES.

13. **JANITORIAL SERVICES.** The OPERATOR shall be responsible for all janitorial services to the Premises, to include, but not be limited to, the cleaning of dishes, utensils, and all other materials and supplies; trash removal; the handling of equipment used in connection with service of food; and the routine cleaning of the Premises, encompassing the classrooms, commons areas, hallways, stairwells, kitchen, floors, tables, chairs and spills in the dining areas during food service operation hours. Additional janitorial services and supplies provided by and to the OPERATOR are enumerated in Attachment E.

14. **PEST CONTROL.** OMES shall provide pest control on a routine schedule in the same manner and frequency as provided in other OMES-managed buildings within the Capitol Complex. Additional or supplemental pest

control services, including treatment for bed bugs, that arise from the business operations of the OPERATOR shall be the responsibility of the OPERATOR.

15. EQUIPMENT.

- 15.1 OPERATOR shall be responsible for service and maintenance of all equipment or any other items belonging to the OPERATOR that are located on the Premises, and OPERATOR shall ensure regular service and cleaning requirements are met.
- 15.2 All Parties agree that OPERATOR shall provide its own kitchen equipment as enumerated in Attachment E. No major energy-consuming equipment may be installed in space occupied by OPERATOR in connection with this Agreement without prior written consent from OMES. Major energy-consuming equipment, as defined herein, shall mean any device requiring fifty (50) amperes 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 – including, without limitation, any equipment it may install with or without OMES' 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 equipment shall be installed only upon OMES' written consent, by and at the cost and expense of the OPERATOR.
- 15.3 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 the 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 their expense, including vibration eliminators or other devices sufficient to eliminate such noise and vibration.
- 15.4 OMES shall have the right to prescribe the weight and position of all heavy equipment and fixtures that OPERATOR intends to install or locate within the Premises. 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, 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 OPERATOR installing or locating such equipment or fixtures in the Premises. OPERATOR shall reimburse OMES within 30 business days of receipt of any statement setting forth those costs.

16. PERSONAL PROPERTY.

- 16.1 All personal property in the Premises shall be and remain at OPERATOR's sole risk. OMES 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., nonpermanent, supplemental air conditioning; nonpermanent, supplemental security system; etc.) placed in or on the Premises by OPERATOR or its employees, patrons, invitees and licensees or any other person under the invitation of OPERATOR. All personal property in the Premises shall be and remain at the sole risk of the OPERATOR, and OMES shall not be liable for any damage to, or loss of, such personal property from any negligence on behalf of the OPERATOR. OPERATOR shall obtain prior written approval from OMES prior to making alterations, installing, affixing

or placing personal property in or on the Premises. OPERATOR shall also obtain written approval for the use of external contractor(s) to perform such work.

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

17. **EXTRAORDINARY SERVICES.** Any extraordinary services required by OPERATOR, including but not limited to security, extended hours of building operations, and janitorial services shall be paid for by OPERATOR unless otherwise agreed upon in writing between OMES and OPERATOR.

18. **INSPECTION.**

18.1 For the purpose of maintaining the Premises, OMES 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 OPERATOR, OPERATOR shall provide OMES with a key and/or the combination to said space or

18.2 OPERATOR shall allow periodic inspections of the Premises by 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 OMES and/or OPERATOR. OMES shall inspect the Premises on a regular basis for cleanliness as well as compliance with this Agreement and OMES' building Regulations for Occupancy, as described in Attachment B. OMES reserves the right to suspend, cancel or terminate this Agreement as a result of such noncompliance with city, state, or other health codes, and any such noncompliance shall be considered a material breach of this Agreement.

19. **ALTERATIONS OR RENOVATIONS.**

19.1 Any alterations or renovations to the Premises must be preauthorized by OMES with all costs to be borne by OPERATOR. 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 shall be performed by OMES unless OPERATOR is given express written authorization from OMES to utilize an outside contractor.

19.2 OPERATOR shall be responsible for the upkeep and maintenance of all 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 exclusive use by OPERATOR and are not required for the normal operation of the building system. OPERATOR shall hold OMES harmless from any damage to the OPERATOR's personal property, fixtures or equipment that are on the premises for the sole benefit of the OPERATOR, and from any damage to the building or personal property of other occupants of the building that may be caused as a result of an equipment failure or malfunction, or improper maintenance practices.

20. **HOURS OF OPERATION.** The normal business hours of the building shall be 6 a.m. to 6:30 p.m., Monday through Friday, holidays excepted. Arrangements shall 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

the use of the Premises and/or facilities outside of normal business hours, OMES reserves the right to recover from OPERATOR any increased costs for the operation of the building and/or facilities and its systems caused by such extension.

21. ASSIGNMENT OR SUBLetting. At no time shall the OPERATOR assign or sublet the Premises.

22. TERMINATION.

- 22.1 The right to use and operate said Premises shall remain in full force and effect until terminated by mutual consent between OPERATOR and OMES, or by 90 calendar-days' prior written notice of termination by either OMES or OPERATOR. However, if OPERATOR'S activities threaten the health or safety of its building occupants, clients or employees, OMES may terminate this Agreement immediately upon notice.
- 22.2 In the event that OMES determines that the Premises, in part or in whole, is needed to provide adequate space to meet appropriate functional and locational requirements for state programs within the facility, OMES shall provide adequate alternate space within the building for the purpose of accommodating OPERATOR when practicable.
- 22.3 In the event that OPERATOR ceases to utilize the Premises for more than 30 calendar days for any reason other than for alterations or renovations, or it becomes impractical for OPERATOR to utilize any or all of the Premises, OPERATOR shall immediately notify OMES of its inability to use the space. After being notified, OMES shall take control of the excess space and utilize it for whatever purpose OMES deems appropriate.

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

24. MANAGING OPERATOR LIABILITY INSURANCE.

- 24.1 OPERATOR shall maintain liability insurance for themselves, any subcontractor, or by anyone directly employed by either of them and any additional insured(s) from claim(s) of bodily injury, property damage or loss, and personal injury which may arise from activities, omissions and operations under this Agreement whether such activities, omissions and operations be by OPERATOR or anyone directly or indirectly employed by or acting on behalf of or to the benefit of OPERATOR. Such insurance as described in this Section 24 shall be maintained throughout the term of this Agreement and any subsequent renewals. A certificate of insurance (COI) must be filed as Attachment F of this Agreement with OMES and shall be subject to approval as to adequacy of protection.

- a. **Commercial general liability insurance.** Commercial general liability insurance in an amount not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars in the aggregate.
- b. **Professional liability insurance.** Professional liability insurance policy in an amount not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars in the

aggregate.

- c. **Sexual assault and molestation insurance.** Sexual assault and molestation insurance policy in an amount not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars in the aggregate.
- d. **Workers' compensation insurance.** Workers' compensation insurance as prescribed by the laws of the State of Oklahoma.
- e. **Commercial automobile liability insurance.** Commercial automobile liability Insurance shall be maintained by OPERATOR as to the ownership, maintenance and use of all owned, non-owned, leased or hired vehicles, with limits of not less than one million (\$1,000,000) dollars single combined limit.
- f. **Property damage liability insurance.** Property damage liability insurance in an amount not less than three million (\$3,000,000) dollars per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
- g. **Umbrella/excess liability insurance.** Excess umbrella insurance in an amount not less than one million (\$1,000,000) dollars.

24.2 There shall be no cancellation, material change or intent not to renew insurance coverage without 30-calendar-days' prior written notice to OMES. Valid certificates of insurance (COIs) shall be provided to OMES as changes occur annually, including policy renewals throughout the term of this Agreement or upon request by OMES. Said COIs shall name, as the certificate holder, the Office of Management and Enterprise Services, Division of Capital Assets Management, 1915 N. Stiles Ave., Oklahoma City, OK 73105.

25. **HAZARDOUS MATERIALS.** OPERATOR shall not cause or permit any biological, chemical or human-made hazardous material to be brought, stored or used in or about the Premises by OPERATOR, its agents, employees, customers, contractors or invitees without the prior written consent of OMES, which OMES shall not unreasonably withhold as long as OPERATOR demonstrates to OMES' reasonable satisfaction that such biological, chemical or human-made hazardous material is necessary or useful to OPERATOR's business, and shall be brought, used, stored and disposed of in a manner that complies with all laws regulating any such biological, chemical or human-made hazardous material.

26. **PARKING.** OMES reserves the right to restrict the assignment of parking for all building tenants, including the OPERATOR and their agents, contractors, employees, clerks, invitees, patrons, guests and visitors. Parking designated for accessible parking and visitor parking shall be based on current statutory requirements and the needs of the public as determined by OMES. Such parking may not be reserved at any time by OPERATOR.

27. **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. OPERATOR is responsible for ensuring that all staff, contractors and guests comply with the above-stated executive orders and any future executive orders issued by the State of Oklahoma governor regarding a tobacco-free campus.

28. **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 Operator agreement.

29. 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 Parties hereby confirm that this Agreement constitutes the entire terms of their agreement and further acknowledge that they have read and understand that this Agreement constitutes a complete agreement on the matters set forth herein. This Agreement shall supersede all prior or contemporaneous agreements, understandings, representations and warranties, whether written or oral, relating to the subject matter of the Agreement. Each person signing this Agreement hereby represents and warrants that he or she has the authority to bind the entity on behalf of which he or she has signed.

OPERATOR:

Name

Title

Date

Office of Management and Enterprise Services:

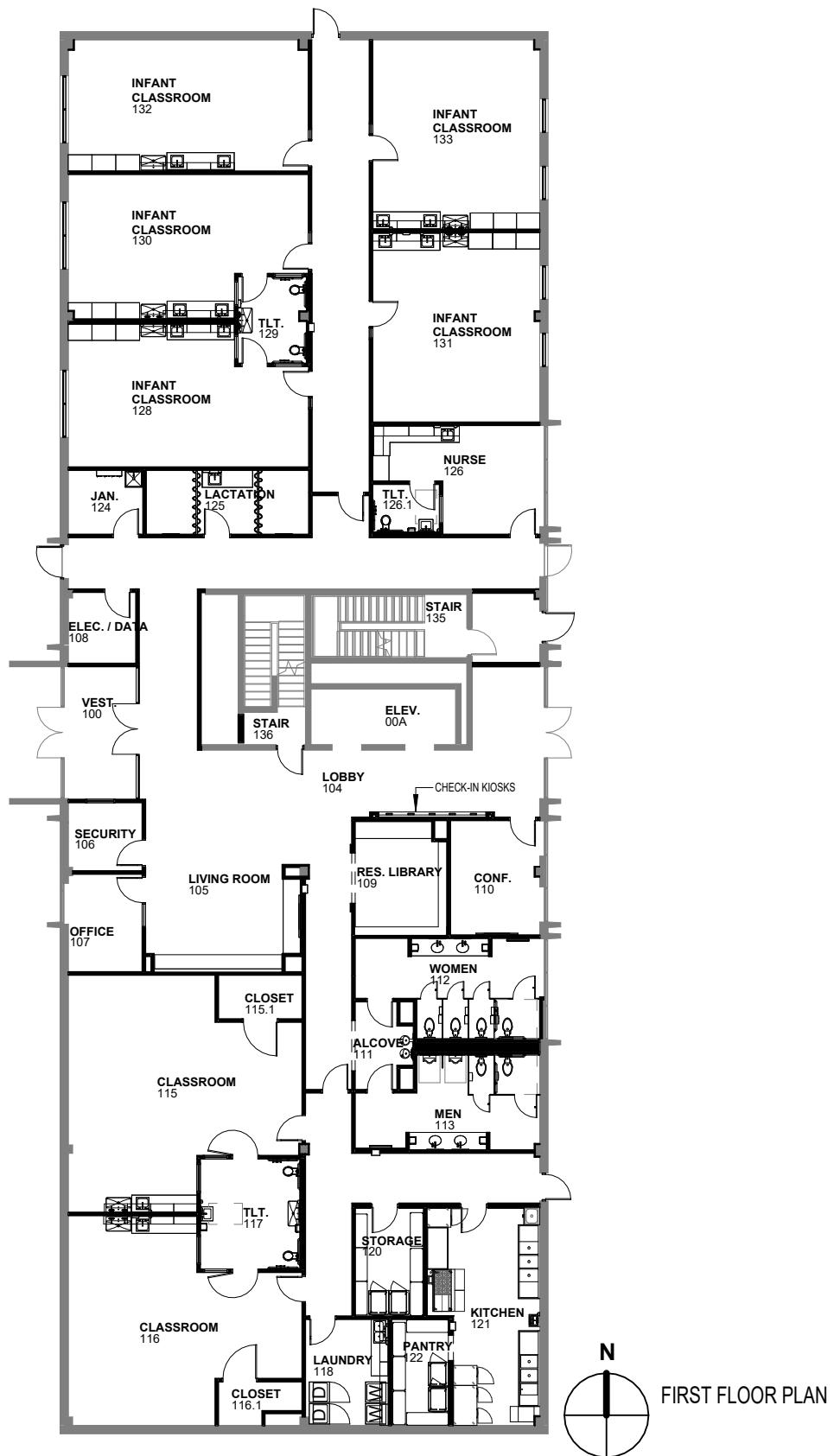
Monte Kaul

Capital Assets Management Interim Administrator

Date

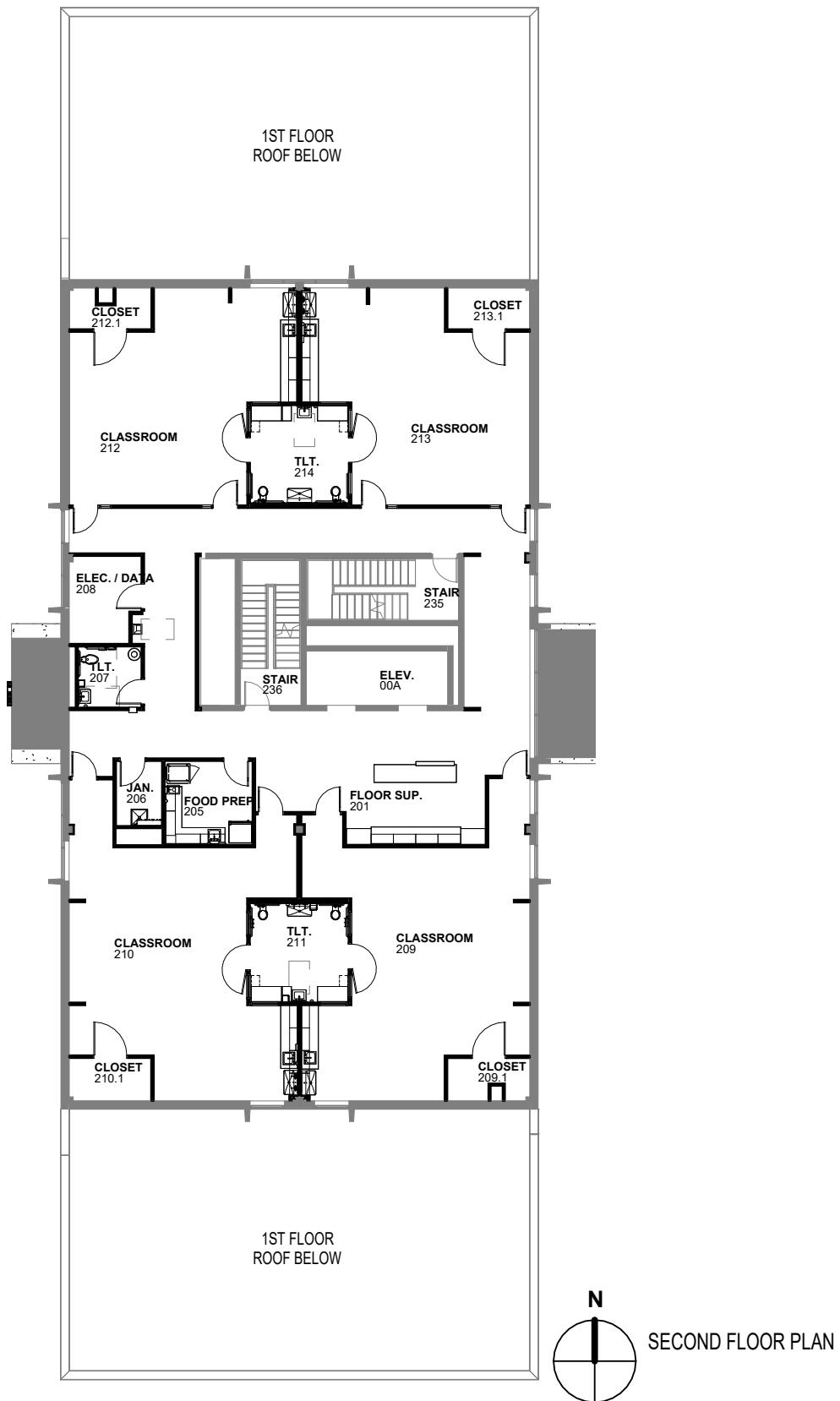
Attachment A

Premises floor plan



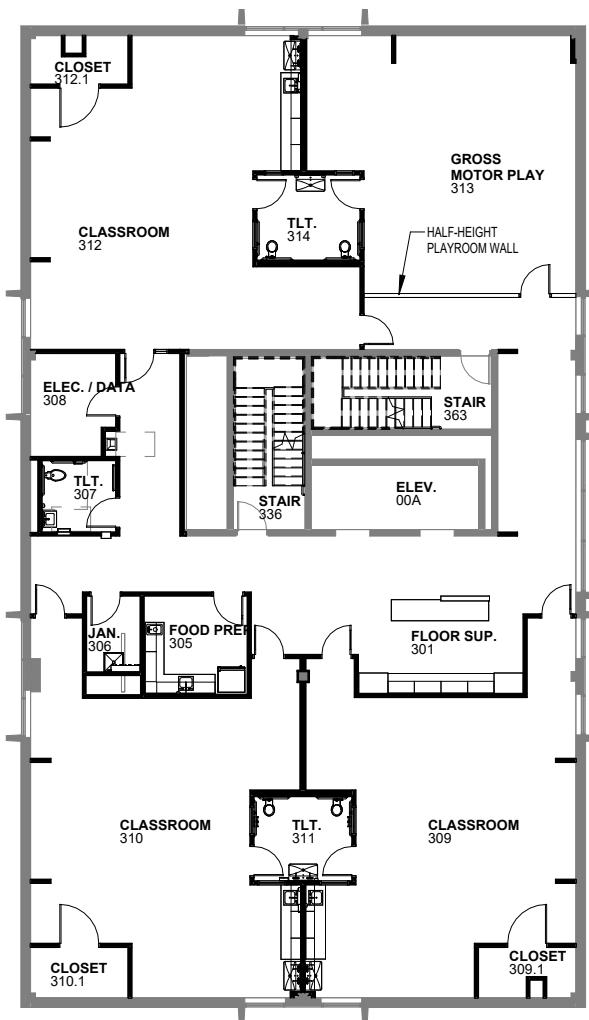
Attachment A

Premises floor plan



Attachment A

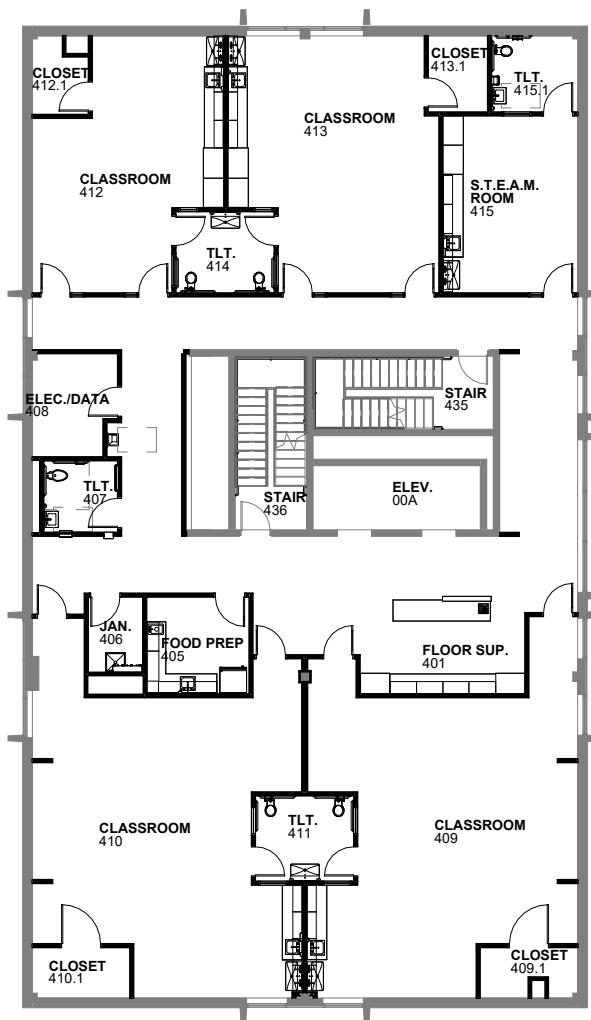
Premises floor plan



N
THIRD FLOOR PLAN

Attachment A

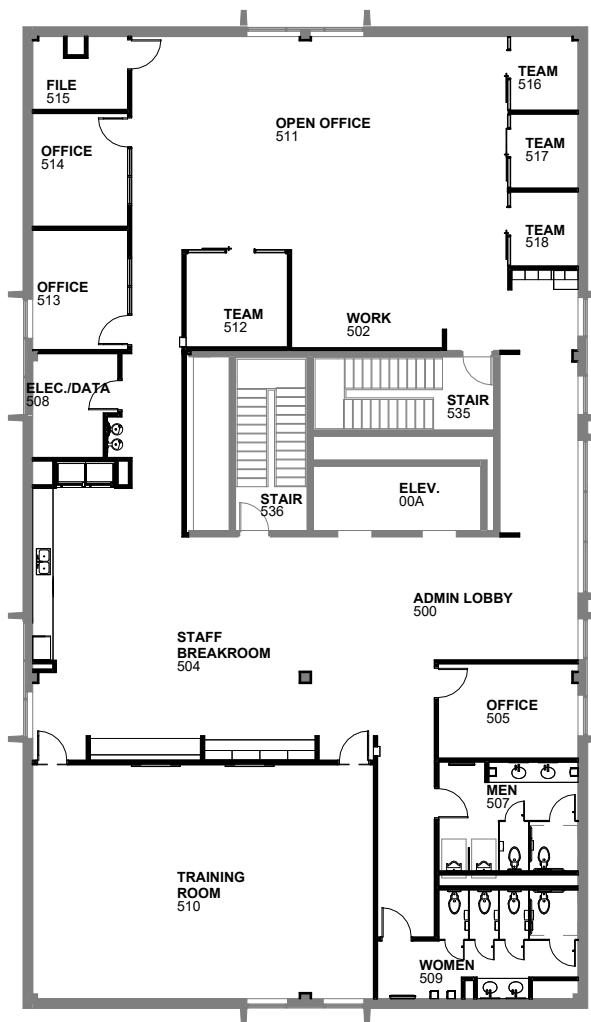
Premises floor plan



N
FOURTH FLOOR PLAN

Attachment A

Premises floor plan



N
FIFTH FLOOR PLAN

Attachment 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 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 OMES. Signs on doors and windows that have been approved by OMES shall be painted, at the sole expense of OPERATOR, by a sign painter designated by OMES. OMES reserves the right to remove all unapproved signs and showcases without notice to OPERATOR, and at the expense of the OPERATOR.
3. Hours of operation shall be posted near child care center 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 OPERATOR shall simultaneously provide OMES or its agents or employees with the combinations for all combination locks or keys to all keylocks 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, the making of unseemly noises, or any interference in any way.
7. No dogs or other animals (except service animals) shall be allowed on the Premises or in the building.
8. No bicycles, skateboards, scooters or similar vehicles shall be allowed in the Premises or the building.
9. If OPERATOR desires telegraphic, telephonic, or other electric or data connections, OPERATOR or its agents or employees shall direct the electricians as to where and how the wires may be introduced, and without such directions, no boring or cutting for wires shall be permitted.
10. If OPERATOR desires window coverings or shades (other than those included in the Premises or the building), the said temporary fixtures must be of such shape, color, materials and make as shall be prescribed by OMES.
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 OPERATOR or its agents or employees, shall be replaced or repaired and in order by OPERATOR within five (5) calendar days of occurrence, under the direction and to the satisfaction of OMES.
12. The OPERATOR shall not cause or permit objectionable odors, deemed so by OMES, to emanate from the Premises.
13. OMES reserves the right to amend these Rules of Occupancy and to make such other Rules of Occupancy, from time to time, as OMES in its sole judgment may deem necessary for the safety, care, cleanliness or preservation of the Premises and/or building, with notice to OPERATOR.
14. The OPERATOR shall provide OMES with 24-hour emergency contact information, including the names and phone numbers of primary and secondary points of contact.
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.

Attachment C

Approved rates

Attachment D
Facilities maintenance services

Service description	Service	Service charge*
Common area maintenance and repairs	Included	\$ -
Plumbing repairs (existing sinks and restrooms)	Included	\$ -
HVAC system	Included	\$ -
Electrical repairs	Included	\$ -
Elevator repairs	Included	\$ -
Entry-door and lock repairs	Included	\$ -
Landscaping	Included	\$ -
Sidewalks	Included	\$ -
Janitorial services	Not included	\$ -
Area lighting	Included	\$ -
General pest control (rodents and general insects)	Included	\$ -
Carpeting and finishes at the end of life	Included	\$ -
Office and internal suite painting	Additional service	\$ 50.00
Moving furniture or equipment	Additional service	\$ 50.00
Tenant-caused damages	Additional service	\$ 50.00
Agency-specific property repair	Additional service	\$ 50.00
Tenant-requested construction	Additional service	\$ 50.00
Reconfiguration of HVAC system caused by space changes	Additional service	\$ 50.00
Task lighting (installation and repair)	Additional service	\$ 50.00
Tenant-requested signage changes	Additional service	\$ 50.00
Cubicle buildouts and teardowns	Additional service	\$ 50.00
Hanging or installation of tenant-provided items	Additional service	\$ 50.00
Off-schedule services (carpet and window cleaning)	Additional service	<i>On-call vendor proposal</i>
Specialized pest control (bed bug treatment)	Additional service	<i>On-call vendor proposal</i>
After-hours utility requests	Additional service	<i>Average per-square-foot or per-floor operational cost (dependent on installed building systems)</i>

**Service charge is labor based on an hourly rate; i.e., material cost is not included. Invoices are billed on a quarterly basis.*

Attachment E
Responsibility matrix

Kelley Building Annex day care			
Responsibility matrix			
Kitchen and laundry		OPERATOR	OMES
Stove/range	X		
Reach-in coolers	X		
Vent hood		X	
Dishwasher	X		
Three-compartment sink		X	
Prerinse unit (dish sprayer)		X	
Storage racks	X		
Shelves		X	
Prep tables	X		
Microwave	X		
Microwave shelf	X		
Ice machine	X		
Portable food carts	X		
Drop-in/hand sink		X	
Washing machine (laundry)	X		
Dryer (laundry)	X		
Folding tables (laundry)	X		
Janitorial services/supplies		OPERATOR	OMES
Paper towel holders*	X		
Paper towel refills	X		
Toilet paper holder*	X		
Toilet paper refills	X		
Hand soap dispensers*	X		
Hand soap refills	X		
Mops/mop buckets	X		
Brooms/dustpans	X		
Vacuum cleaner	X		
Floor buffer	X		
Trash bags	X		
Trash cans	X		
*Provided by OPERATOR; initial installation by OMES			

Attachment F
Certificate of insurance