



REQUEST FOR PROPOSAL

Winnie Mae Café Operator

For the Oklahoma History Center
Winnie Mae Café
located in the
Oklahoma History Center Museum
and State Office Building
Located at
800 Nazih Zuhdi Dr., Third Floor
Oklahoma City, Oklahoma 73105

PROPOSALS MUST BE RECEIVED BEFORE

5 p.m., March 10, 2017

SUBMIT PROPOSALS TO:

OMES Real Estate and Leasing Services
P.O. Box 53448
Oklahoma City, OK 73152
or infoREALS@omes.ok.gov

REQUEST FOR PROPOSAL

Issued on Feb. 10, 2017, by OMES Real Estate and Leasing Services (REALS), 405-521-3819.

The Oklahoma History Center (OHC), a division of the Oklahoma Historical Society, through the Office of Management and Enterprise Services (OMES) Real Estate and Leasing Services (REALS), is accepting proposals for a food service café operator/vendor for the Oklahoma History Center café in the State Capitol Complex located at 800 Nazih Zuhdi Dr., Third Floor.

Oklahoma History Museum and State Office Building
800 Nazih Zuhdi Dr.
Oklahoma City, OK 73105

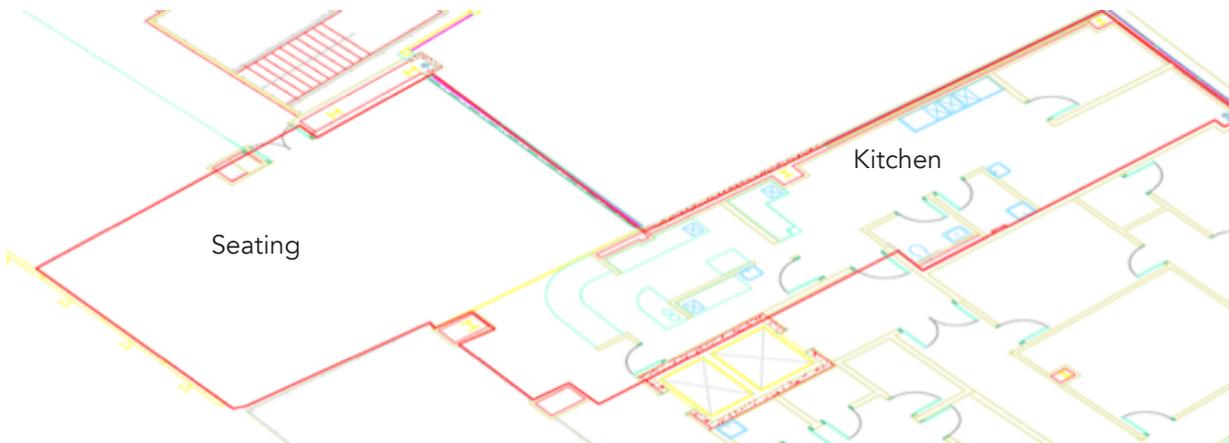
Built: 2005

Size: 215,000 square feet; three floors and basement

Tenants: Oklahoma History Center Museum, Museum Store, Museums and Sites Division, State Historic Preservation Office, Research Library, employees, volunteers, selected events and the visiting public.



DESCRIPTION OF WINNIE MAE CAFÉ



Area	Square Feet
Seating area	1,176
Kitchen area	983

The café currently provides in-house seating for up to 80 patrons (tables, chairs, counters and bench seats). The café will not be equipped with a vent or grilling capability.



The Oklahoma Historical Society (OHS) is a government agency whose mission is to collect, preserve and share the history and culture of Oklahoma and its people. OHS, both a state agency and a private membership organization, is dedicated to the preservation and perpetuation of Oklahoma's history. OHS estimates 75 employees and an average of 45,000 visitors annually at the Oklahoma History Center. The OHS is pleased to offer an opportunity for a qualified food service operator/vendor to operate the Winnie Mae Café for the Oklahoma History Center Museum and office building. Currently known as the Winnie Mae Café, the café is an integral site amenity at the Oklahoma History Center. The café is currently themed as a 1930s period aviation hangar/food service/exhibit area with interpretive graphics, audio-visual interpretation, period newspapers and period music provided by the History Center. The operator/vendor may choose to re-name the café or re-brand it as a coffee shop with the approval of the OHS.

The proposing individual or company shall demonstrate the ability to successfully operate this type of business, clearly articulate plans for the day-to-day operation and management, obtain and maintain appropriate certifications and licenses, and adhere to local, state and federal laws and regulations. The selected operator shall demonstrate the ability to implement a food service program that will meet the objectives of the OHS as well as incorporate innovative ideas that are appropriate for this concession. This RFP seeks to generate proposals to provide café food service for the OHS staff, museum patrons and selected small events.

THE OHS WILL PROVIDE THE FOLLOWING:

- » Maintain the building's existing heating, ventilating and air-conditioning (HVAC) system, water system, electrical system and plumbing system.
- » Trash dumpster will be available for trash removal.
- » A desk for use by the café manager, one phone and two phone lines, as well as use of the open Wi-Fi connection.
- » A front counter serving area, externally furnished, and an area security screen to lock and protect the café kitchen area.
- » Fully functional and complete on-site lavatory, water closet and janitor's sink located in the café are for use by the café staff.
- » Access and/or keys to the Oklahoma History Center facilities and equipment used by the operator/vendor. Said keys shall not be duplicated.

OBJECTIVES:

- » Optimize patron participation in the café 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; and
- » Operate the café in a manner consistent with OHS's best management practice for health, cleanliness, maintenance, safety and sanitation.

SCOPE OF SERVICES

At a minimum, the successful proposer will be required to pay a monthly rental fee of 5 percent of the total monthly gross income or a flat rate to be determined during the final negotiations. The rental fee is due by the 10th day of the following month. Rent will be used to help offset the costs of utilities, housekeeping, security and building maintenance services.

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.
- » 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 café 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 café operation hours.
- » Shall provide and maintain, at the expense of the operator/vendor, all specified and required equipment per the equipment list and café plan documents.
- » Shall have the option to provide free-standing additional food refrigeration units in addition to the walk-in cooler and other refrigerated units provided by the History Center. Such options must be specified during the bid process and are subject to approval by OHC director or designee.
- » With prior written approval from OHC, the vendor shall be responsible for all subsequent wiring and final connections to the junction boxes as may be required to support additional equipment not already provided.
- » 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 the OHS may establish from time to time.

- » Shall have normal business hours from a minimum of 11:00 a.m. to 2:00 p.m., Monday through Saturday. With the approval of the OHC director, the operator/vendor may expand café operating hours. The History Center is open daily with the exception of Thanksgiving Day, Christmas Day, New Year's Day and Sundays. The café operator/vendor may close on other observed holidays at their discretion with the prior approval of the History Center director or designee. The OHS reserves the right to modify operating hours due to state budget and/or funding constraints or changes.
- » Shall not have in-house grilling or frying or open flame inside the premises. Outdoor grilling use is acceptable with prior approval from the OHC director or designee.
- » The History Center fire alarm system is a very sensitive and complex system to protect the historic artifacts housed therein. Any act caused by the operator/vendor, the operator/vendor's staff, or by negligence of the operator/vendor, that triggers the fire alarm may result in fines, which will be the responsibility of the operator/vendor as determined by the History Center director or their designee.
- » Shall provide all required and associated café- and food service-related clean-up from events in which they provide service.
- » Shall provide a variety of boxed or plated lunches with a minimum of three (3) business days' notice. It shall be the decision of the OHS patrons on whether to purchase lunches from the café.
- » OHS is a non-smoking facility, including exterior grounds. Smoking is not permitted anywhere on the property. Alcohol is prohibited.
- » All operator/vendor staff serving OHS 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 it to OHS for review. Background checks are the sole responsibility of the operator/vendor. OHS reserves the right to have any employee of the operator/vendor removed from OHS premises permanently or temporarily for any or no reasonable cause.
- » Shall wear uniforms (preferably black slacks and a white shirt), in a style which is mutually agreed upon by the operator/vendor and the OHC director or their designee.
- » Shall provide OHC with monthly and annual accounting of services, revenue and expenses. Reports are due by the fifth working day of each month for the preceding month.

- » Shall pay a late fee of 1.5 percent if rent is not paid by the 10th day of the month.
- » Shall get approval from the OHC director or their designee for all advertisements associated with the resulting contract.
- » Shall have access through designated entrances and shall follow the History Center security practices and procedures. Normal History Center access will be possible for 7:00 a.m. to 5:30 p.m., Monday through Saturday.
- » Shall be responsible for training and supervising the operator's staff to utilize all facilities and operate all equipment and property in a safe and proper manner. No History Center-owned equipment shall be loaned, rented or taken out of the premises.

KEY DATES FOR THIS PROPOSAL

February 10, 2017 Request for Proposal Opening

February 10, 2017 Notice in the Journal Record

February 17, 2017 Notice in the Journal Record

February 21, 2017 Pre-submittal tour and site visit for any interested parties 10:00 a.m.-12:00 p.m.

February 24, 2017 Notice in the Journal Record

February 28, 2017 Pre-submittal tour and site visit for any interested parties 10:00 a.m.-12:00 p.m.

March 10, 2017 Proposals due 5:00 p.m.

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

All proposals for the lease and operation of the Winnie Mae Café will be accepted by mail or hand delivery and must be received and date stamped or postmarked before 5:00 p.m. on March 10, 2017. Any proposals received after this time will be invalid and returned unopened.



INSTRUCTIONS FOR PROPOSER

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 REALS on or before the date and time proposals are due. Each proposal shall be in a SEALED envelope, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer.
5. OMES REALS may request the operator/vendor to present samples of their food for a taste test and assessment by a committee of OHS members. Operator/vendor will be notified as to the date, time and location the presentation will be held.
6. Proposers may correct, modify or withdraw the original proposals on or before the date and time proposals are due.
7. It is understood that the proposal to provide said services and products will remain valid for 90 days past the submission deadline.
8. 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.

9. 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.
10. All costs involved in preparing the proposal will be borne by the operator/vendor; OMES and OHS 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.
11. 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.
12. 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.
13. The evaluation of the proposals will be conducted by a committee appointed by OHS. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFP and shall be final.
14. The proposals will be opened on the date and at the time stated. The name of the person or organization submitting a proposal will be read and recorded. The contents of all proposals will be opened publicly. A register of proposals will be completed indicating the name of the proposer and the number of proposal modifications submitted by each proposer. The register may be viewed upon request. The names of the witnesses will also be recorded. Although the pricing will be announced at the proposal opening, the technical proposal will be evaluated on the technical merit and pricing will be used to determine the proposal most advantageous.

PROPOSAL REQUIREMENTS AND CRITERIA

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

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

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/OHS may enter into negotiations with one or more of the prospective vendors in order to identify the most desirable project and terms. OMES/OHS 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. 212 Oklahoma City, OK 73105, 405-521-3819, or infoREALS@omes.ok.gov.

EXPERIENCE OR QUALIFICATIONS OF THE VENDOR/OPERATOR

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

- » Describe your experience in and knowledge of the food service industry.
- » Indicate background and qualifications for the operator/vendor and key personnel.
- » Identify available capital and any needed resources to support your operation.
- » Provide a minimum of three (3) references we can contact to verify past performance.
- » Operator/vendor may be asked to participate in the taste test.

MENU, FOOD AND BEVERAGE OPTIONS AND PRICE STRUCTURE

Each proposal shall include a complete menu and a list of food items to be available for its customers. Each proposal shall list the food and beverage offerings and pricing. Anticipated daily menu may include, but is not limited to, specialty soups, salads, sandwiches, baked items and assorted beverages. All menus, menu items and menu prices require approval by the History Center director or designee. Regular rotation or change of menu items is strongly encouraged and expected as are daily specials and seasonal variations. All changes in menu items require a taste test and prior approval from OHS. The operator shall provide a sample café menu with their proposal. The café menu shall represent a four-week (month) 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 café. 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.

- » 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.

FOOD OFFERINGS AND PRICING

The proposals should include menus and sample pricing structures.

REALS/OHS 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.

OHS 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



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

Café Agreement

THIS AGREEMENT made and entered into this ___ day of ___, 2017 between THE STATE OF OKLAHOMA, OKLAHOMA HISTORICAL SOCIETY, by and through its OKLAHOMA OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES hereinafter called "OHS", and _____, hereinafter called the "OPERATOR".

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

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

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

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

The OPERATOR does covenant and agree that the rules, regulations and stipulations set forth on EXHIBIT B attached hereto (the "Regulations for Occupancy"), and such other rules, regulations and stipulations as OHS may establish from time to time, which are, in the OHS' 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 OHS. OHS will provide the OPERATOR with any changes in rules or regulations, as provided for in Exhibit B.

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

OHS 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.

OHS shall maintain the building's existing heating, ventilating and air-conditioning (HVAC) system, water system, electrical system and plumbing system, and reserves the right to make changes as it sees fit to improve the services furnished to the OPERATOR. The OPERATOR shall at no time obstruct access to any building system (e.g., HVAC, electrical, etc.). Any such obstruction shall be removed at the expense of the OPERATOR unless otherwise authorized by 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.

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

OPERATOR shall be responsible for compliance with any Department of Public Safety (D.P.S), Office of Homeland Security (O.H.S.) and any OMES' 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 OMES.

The OPERATOR shall be responsible for payment for any security services and/or equipment provided by D.P.S. and/or O.H.S., 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 D.P.S. and/or O.H.S., and shall remain the property of the OPERATOR.

7. JANITORIAL SERVICES. The OPERATOR will be responsible for all janitorial services to the Premises, to include, but not be limited to, the cleaning of dishes, utensils, all other materials, floors, supplies, trash removal, the handling of equipment used in connection with service of food, and the routine cleaning of the Premises, and encompassing the kitchen, floors, tables, chairs and spills in the dining areas during café operation hours.
8. PEST CONTROL. The OPERATOR shall be responsible for pest control within the Leased Premises.
9. EQUIPMENT. The OPERATOR shall be responsible for service and maintenance of all equipment or any other items belonging to the OPERATOR which are located on the Premises and will ensure regular service and cleaning requirements are met.

No major energy consuming equipment can be installed in space occupied by the OPERATOR in connection with this agreement without prior written consent from OHS. Major Energy Consuming Equipment, as defined herein, shall mean any device requiring fifty (50) AMPS or more. OHS reserves the right to recover from the OPERATOR any increase in energy costs to OHS 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 OHS' consent, shall require electricity consumption in excess of the capacity of the electrical system installed in the Premises, all additional transformers, distribution panels, feeders, risers and wiring that may be required to provide the amount of electricity required for the OPERATOR's equipment shall be installed only upon OHS' 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 OHS. 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.

OHS 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 OHS' 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 OHS' opinion, requires structural modifications or reinforcement of any portion of the premises or the building, the OPERATOR agrees to reimburse OHS for any and all costs incurred by OHS to make such required modifications or reinforcements, and such modifications or reinforcements shall be completed prior to OHS or the OPERATOR installing or locating such equipment or fixtures in the premises. The

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

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

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

The OPERATOR will allow periodic inspections of the Premises by both OHS 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 OHS. OHS shall inspect the Premises on a monthly basis for cleanliness, life safety, for the compliance of this Agreement, and OHS' building Regulations for Occupancy. OHS will report the inspection results to the OPERATOR on a form prescribed by OMES. The OPERATOR will be provided ten (10) business days from the date of the report to make required repairs or otherwise remedy all deficiencies identified in the report unless otherwise authorized by OHS. If the OPERATOR fails to make repairs or improvements identified in the report within ten (10) business days, OHS may order such repair or remedy and invoice the cost thereof to the OPERATOR, payable within thirty (30) business days after receipt of such invoice from OHS.

14. OPERATOR REPORTS. The OPERATOR shall provide OHS with monthly and annual accounting of services, revenue and expenses, net profit, computers serviced, etc. Reports are due by the fifth working day of each month.
15. ALTERATIONS OR RENOVATIONS. Any alterations or renovations to the space must be preauthorized by OHS 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 OHS, unless otherwise agreed upon, in writing, by OHS. Alterations/renovations will be performed by OHS unless the OPERATOR is given expressed written authorization from OHS to utilize an outside contractor.

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 OMES harmless from any damage to OPERATOR's personal property, fixtures or equipment which are on the premises for the sole benefit of the OPERATOR and from damage which may be caused to the building and personal property of other occupants of the building, caused as a result of an equipment failure or malfunction, or improper maintenance practices.

16. HOURS OF OPERATION. Normal business hours of the building shall be 8:00 a.m. through 5:00 p.m. Monday through Saturday, holidays excepted. Holidays are Thanksgiving Day, Christmas Day and New Year's Day. Café shall open no later than 11:00 a.m. and close no earlier than 2:00 p.m. unless otherwise authorized by OHS, Monday through Saturday, holidays excepted. Arrangements must be made with OHS 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, OHS reserves the right to recover from the OPERATOR any increased costs for the operation of the building and/or facilities and its systems caused by such extension.
17. ASSIGNMENT OR SUBLETTING. At no time shall the OPERATOR assign or sublet the Premises.
18. TERMINATION. The right to use and operate said Premises shall remain in full force and effect until terminated by mutual consent between the OPERATOR and OHS, or by ninety (90) calendar day's written notice of termination by either OHS or OPERATOR. However, if the OPERATOR's activities threaten the health or safety of its building occupants then OMES may terminate this Agreement immediately upon notice.

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

19. INDEMNIFICATION. The OPERATOR, at all times, will indemnify and hold harmless OHS from all losses, damage, liabilities, claims and expenses which may be claimed against OHS 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. OHS 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.
20. OPERATOR LIABILITY INSURANCE. The operator/vendor shall maintain at all times insurance coverage with the following minimum limits as follows:

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

Each policy of insurance shall include a 30-day notice of cancellation and name the Oklahoma History Center as an additional insured. However, naming the Oklahoma History Center as an additional insured does not waive the state's sovereign immunity. The state's liability is limited as provided in the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151, et. seq. Required insurance shall be written on a form acceptable to the Risk Management division of Capital Assets Management, and shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

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

Any combination of primary and excess insurance may be used to satisfy the limits of coverage for Commercial General Liability and Auto Liability. Also, liability requirements stated above may be satisfied by a policy of Special Events coverage so long as the (event) is specifically named and all dates from set-up to tear down are covered.

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

21. 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 OMES, which OMES shall not unreasonably withhold as long as the OPERATOR demonstrates to OHS' 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.
22. PARKING. OHS 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 OMES. Such parking may not be reserved at any time by the OPERATOR.
23. 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.
24. 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.
25. 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, OHS 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 HISTORICAL SOCIETY

OPERATOR

By: _____

By: _____

Print Name and Title

Print Name and Title



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

**Contract Non-Collusion
Certification**

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

_____, for purposes of entering into a lease contract with the state, do certify:

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

Name (PRINT)

Title (PRINT)

Signature

Date

OPERATOR INFORMATION: (Must be completed)

Firm/Name: _____

Address: _____

City/State: _____

Phone: _____

Soc. Sec./FEI #: _____

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

EXHIBIT A



EXHIBIT B

REGULATIONS FOR OCCUPANCY

1. The sidewalks, entries, passages, courtyards, corridors, stairways and elevators in and around the Premises or building, shall not be obstructed by the OPERATOR.
2. No sign, advertisement or notice permitted under the terms of this Agreement shall be inscribed, painted or affixed on any part of the inside or outside of the Premises or building, unless of such color, size and style, and in such place upon or in the Premises or building, as shall be first designated by OHS. Signs on doors and windows which have been approved by OHS shall be painted, at the sole expense of the OPERATOR, by a sign painter designated by OHS. OHS 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 café entrance.
4. No additional locks shall be placed upon any doors without the written consent of OHS, nor shall any duplicate keys be made. All necessary keys shall be furnished by OHS. Upon termination of this Agreement, all keys shall be immediately surrendered to OHS, and the OPERATOR shall simultaneously provide OHS or its agents or employees with the combination of any combination or keys of all locks of the Premises.
5. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse, or from the defacing or injury of any part of the Premises or building, shall be borne by the OPERATOR. No person shall waste water by interfering with the faucets or otherwise.
6. Grease traps will be cleaned quarterly, or as needed.
7. No person shall disturb the occupants of the building by the use of any musical instruments or devices, making unseemly noises, or by any interference in any way.
8. No dogs or other animals (except service animals) will be allowed on the Premises or in the building.
9. No bicycles, skateboards, scooters or similar vehicles will be allowed in the Premises or the building.
10. If the OPERATOR desires telegraphic, telephonic or other electric or data connections, OHS or its agents or employees will direct the electricians as to where and how the wires may be introduced, and without such directions, no boring or cutting for wires will be permitted.
11. If the OPERATOR desires window coverings, shades or awnings (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 OHS.
12. All glass, locks and trimmings in or about the doors and windows of the Premises and the building, and all light fixtures in the Premises and the building, shall be kept whole, and whenever broken by the OPERATOR or its agents or employees, shall be replaced or repaired and in order by the OPERATOR within five (5) calendar days of occurrence, under the direction and to the satisfaction of OHS.
13. The OPERATOR shall not cause or permit objectionable odors, deemed so by OHS, to emanate from the Premises.

14. OHS reserves the right to amend these Rules of Occupancy and to make such other Rules of Occupancy, from time to time, as OHS 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.
15. The OPERATOR shall provide OHS with 24-hour emergency contact information, including a primary and secondary contact name and phone number.
16. 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.
17. 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.
18. 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

Winnie Mae Café MAJOR Equipment List

- » Multiple stainless steel prep tables of various sizes
- » SS steam table w/ 3 pans & lids
- » Metro warming cabinet
- » Wooden soda cooler
- » SS double sink
- » Ice-o-Matic ice machine
- » L shaped SS prep table w/ backsplash
- » Turbo Chef speed oven (Subway)
- » Refrigerated prep table w/ 2 doors
- » Dish sink w/ 3 sinks
- » Artic Temp walk-in cooler w/ 3 racks
- » Manitowoc Koolaire 2 door freezer
- » True freezer w/ single door
- » Artic Air single door refrigerator
- » Vollrath oven
- » Speed rack
- » Large white rolling trash bin
- » Multiple Metro racks of various sizes