



**State of Oklahoma  
Office of Management and Enterprise Services**

# **REQUEST FOR PROPOSALS**

**Installation and Operation of Electric  
Vehicle Charging Stations**

Through Surface Lease - Locations to be Determined on State-Owned Property

**Proposals must be received before**

**5 p.m., October 1, 2019**

Submit Proposals to:

**Physical Address: 2401 N. Lincoln, Suite 212  
Oklahoma City, Oklahoma**

**U.S. Mail: P.O. Box 53448  
Oklahoma City, OK 73152**

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

# I. REQUEST FOR PROPOSAL

Issued on September 3, 2019, by the Office of Management and Enterprise Services, Real Estate and Leasing Services 405-521-3819 or [infoREALS@omes.ok.gov](mailto:infoREALS@omes.ok.gov).

OMES is accepting proposals for electric vehicle (EV) charging station installation and service at state-owned properties where the state elects to establish a charging station for public and state use.

## II. DESCRIPTION OF REQUESTED SERVICES

OMES is pleased to offer the opportunity for one or more qualified companies or individuals to install and operate electric vehicle charging stations through a surface lease agreement for state-owned property at locations to be determined throughout the State of Oklahoma. The proposing individual or company shall demonstrate the ability to successfully install, maintain, and repair the charging station while also clearly articulating plans for the day-to-day operations and management of the charging station, obtain all necessary permits, licenses, and certifications, and adhere to all local, state, and federal laws and regulations. Through this RFP, OMES seeks to generate proposals for the installation of EV charging stations for any agency that may elect to offer the services at its location for public and state use.

The purpose of this RFP is to establish a registry of operators qualified to provide services to State of Oklahoma agencies through surface leases upon request. The selected operator(s) will be given an opportunity to negotiate a surface lease to establish an EV charging station at the requested state-owned location. The operator will pay reasonable rent as determined by OMES for the lease of the surface at the location and will own the equipment installed by the operator. The operator will retain the revenues collected for their services from end users, unless a revenue sharing agreement is established.

When a request is made for a specific location, the state will provide the amount of space designated for EV equipment and charging service installation.

### **Objectives:**

- To better serve Oklahomans and promote tourism through participation in the emerging technology of electronic vehicle supply equipment (EVSE).
- Create a registry of operators qualified to participate in the ground lease program for installation and maintenance of charging stations when requested by state agencies.

### III. PROVISIONS AND INSTRUCTIONS FOR SUBMISSION

- A. OMES may request supplementary information to ensure the proposer has the technical competence and resources, the business organization and knowledge, and the financial resources adequate to successfully perform the necessary work.
- B. Questions or clarifications arising from this document shall be submitted in writing to [infoREALS@omes.ok.gov](mailto:infoREALS@omes.ok.gov) no later than September 24, 2019. Answers to the questions will be provided to all RFP proposers and posted online at the OMES REALS website by September 26, 2019.
- C. All email communication shall have the subject line “EV Charging Station RFP”.
- D. Any modifications or supplements to the RFP will be posted on the OMES REALS website, <https://omes.ok.gov/services/real-estate-leasing-services>.
- E. The proposal must be signed by a party having the legal authority from the proposing organization. The required signature page includes a statement that the proposer has read and understands all sections and provisions of the Request for Proposal.
- F. The proposer will indicate who is authorized to negotiate contract terms and render bidding decisions. The proposer should also include contact name and contact information.
- G. All proposals shall be submitted to OMES on or before the date and time proposals are due. Proposals may be submitted via email, in person or through common carrier via thumb drive or paper copy. Each proposal shall be clearly marked in the subject line of the email or on the outside of the envelope to indicate the contents with the words “EV Charging Station RFP – Submission”, and the name and address of the proposer. Any additional copies, paper or electronic, may be submitted but must be marked as copies. Originals will be considered as the official response in evaluation for scoring, Open Records Requests, and protest resolution.
- H. Proposals may be modified or withdrawn on or before the date and time they are due.
- I. 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.
- J. 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 known subcontractors must be identified to OMES in the proposal, or if unknown at that time, as soon as reasonably possible.
- K. All costs involved in preparing the proposal will be borne by the proposer. The state shall not be liable for any cost associated with the creation of the proposal.
- L. Proposals which are incomplete or vague may be rejected. No awards will be made to any proposer who cannot satisfy the awarding authority that the proposer has sufficient ability and sufficient capital to enable the proposer to meet the requirements of these

specifications. The awarding authority's decision or judgment on this matter shall be final, conclusive and binding.

- M. The state may select multiple operators for the registry. Evaluation will be conducted by a committee and each category will be evaluated on a pass/fail basis. However, award does not guarantee any work.
- N. The successful proposers will be required to retain all records relative to the lease and RFP for the duration of the Lease and for a period of seven (7) years following completion and/or termination of the Lease. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- O. The proposal should respond affirmatively to each requirement in Section V and VI and include evidence of meeting the requirement where applicable.

## IV. KEY DATES FOR THIS PROPOSAL

September 3, 2019	Request for Proposal Opening
September 3, 2019	Notice in the Journal Record
September 13, 2019	Notice in the Journal Record
September 20, 2019	Notice in the Journal Record
September 24, 2019	Deadline for Submission of Questions
October 1, 2019	Proposals due 5:00 p.m.

**All proposals will be accepted by mail, hand delivery, or email must be received by OMES by or before 5:00 p.m. on October 1, 2019. Any proposals received after this time will be invalid and returned unopened.**

### **OMES**

**Physical Address: 2401 N. Lincoln, Suite 212  
Oklahoma City, Oklahoma**

**U.S. Mail: P.O. Box 53448  
Oklahoma City, OK 73152**

**E-mail: [infoREALS@omes.ok.gov](mailto:infoREALS@omes.ok.gov)**

## V. OPERATOR(S) RESPONSIBILITIES AND REQUIREMENTS

At a minimum, the successful operator will be required to provide installation and maintenance of charging stations to the state in a timely manner and provide reasonable compensation for the surface lease.

The operator:

- A. Shall procure all necessary operating permits and licenses required by law, and shall conform to all city, state, and federal codes, regulations, and laws.
- B. Shall be responsible for all maintenance and upkeep of the charging stations.
- C. Shall be responsible for returning landscaping and parking surface to its original condition after the installation and removal of the charging equipment.
- D. Shall be responsible for providing and maintaining all operator equipment and covering all utility charges including but not limited to installation and maintenance costs.
- E. Shall respond to all service requests in a timely manner.
- F. Shall covenant and agree to the lease, rules, regulations and stipulations set forth and attached hereto (the Surface Lease Agreement), and such other rules, regulations and stipulations as OMES may establish from time to time.
- G. Shall have the station be available for 24-hours a day, seven days a week unless reasonable cause is given by either party to restrict access.
- H. May not have any advertising posted or allowed at the charging station except mutually agreed upon signage to identify the charging station.
- I. Shall maintain liability insurance for themselves and any subcontractor or anyone directly employed by themselves or any subcontractor. The liability insurance shall have limits of not less than \$1,000,000 per occurrence for bodily injury, death, and property damage, and an umbrella insurance policy of not less than \$5,000,000.
- J. Will be responsible for the cost of utilities installation.

## **VI. ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE) MINIMUM SPECIFICATIONS**

- A. Level 2 charging 208/240 VAC EVSE with a minimum output of 3.8kW and/or Direct-current fast charging (DCFC) with a minimum output of 50 kW.
- B. Each EVSE must communicate with compliant plug-in electric vehicles to identify charging protocols.
- C. The EVSE must be equipped with leakage and ground current monitors with interruption capabilities.
- D. The EVSE must comply with the current National Electric Code (NEC) Article 625 and related articles and tables.
- E. The EVSE electrical components, enclosures and mounting systems must be built to Underwriters Laboratories (UL) standards applicable to EVSE, including UL 2594, UL 2231-1, UL 2231-2 or equivalent.
- F. The EVSE shall comply with all local, state, and federal electric and safety codes and any standards not listed in these specifications.
- G. The EVSE should have visible means of indicating the following conditions: ready to charge, charging in progress, amount of energy used, fault/failure to connect for charge, rate of charge, and time left to charge completion.
- H. The EVSE should have networking capabilities identifying locations of charging stations, number of charging stations at particular location, availability of charging stations, type of connectivity or adaptor and rates.
- I. The EVSE should have mobile app capabilities.
- J. The EVSE should have the ability to collect data on minutes per day in-use, electricity consumed (kWh/day), real-time availability of EVSE (e.g., online, offline, charging, connected, and fault), and total sessions by day. This information shall be supplied to the state or the agency by request no more than annually.
- K. The proposer shall describe their ability to set charging session rates and provide billing services.
- L. The EVSE must comply with current American with Disabilities Act (ADA) guidelines. The EVSE installation must incorporate a cord management system or method to minimize the potential for cable entanglement, user injury or connector damage from lying on the ground and comply with NEC Articles 625 as it applies to cord management systems.
- M. The proposer shall indicate the number of ports per EVSE type.
- N. The proposer shall indicate if the EVSE will be installed on a pedestal or wall mounted.
- O. The proposer shall indicate the connector type per EVSE.

## VII. PROPOSAL REQUIREMENTS AND CRITERIA

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

- A. Experience.**
- B. Qualifications.**
- C. Financial capacity.**
- D. References.**

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 potential operator(s). Upon completion of the evaluation, OMES will create a registry of qualified operator(s) state agencies may select from in order to enter into a ground lease for installation and operation of EVSE. OMES reserves the right to reject any or all proposals.

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

### **A. Experience**

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

- a. Articulate the business's general experience and structure.
- b. Articulate the business's specific experience with EVSE.

### **B. Qualifications of the Principals**

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

- a. Describe the principal's experience in and knowledge of the electric vehicle charging industry.
- b. Indicate background and qualifications for the proposer and key personnel to include, but no limited to, licenses, certifications, bonds, and insurance.

### **C. Financial Capacity**

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

- a. Letter of reference from lending institution.
- b. Type of financing or funding sources.

### **D. References**

The proposer should provide 1-3 references to verify past performance and qualifications.

## **E. Facilities and Equipment to be Installed**

Each proposal shall include initial rates:

- a. A list of proposed equipment available for installation.
- b. Rates to be charged for electric charging (subject to negotiation of each lease).
- c. Estimated maintenance requirements.
- d. A general estimated installation timeline.
- e. A maintenance schedule.
- f. A plan for removal.

**OMES will review and evaluate all proposals that were properly received on or before the proposal due date and time to determine whether they meet the minimum qualification requirements set forth in this request. All proposals will be judged on the completeness and quality of content.**

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





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

**Non-Collusion  
Certification**

For the purposes of a competitive Request for Proposal for a public project, the undersigned, certifies that:

1. I am a duly authorized agent of \_\_\_\_\_, the proposer submitting the competitive proposal attached to this statement, for the purposes of certifying facts pertaining to the existence of collusion among proposer and between the proposer and state officials or employees, as well as facts pertaining to giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached;
2. I am fully aware of the facts and circumstances surrounding the making of the proposal to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such proposal; and
3. The undersigned further attests, that neither the proposer nor anyone subject to the proposer direction or control has been a party:
  - a. To any collusion among other proposer in restraint of freedom of competition by agreement to fix a price or to refrain from submitting a proposal.
  - b. To any collusion with any state official or employee as to the development or terms of such Request for Proposal, nor
  - c. In any discussions between proposer and any state official or employee concerning exchange of money or other thing of value for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
4. I certify, if awarded the contract, whether competitively negotiated or not, neither the proposer nor anyone subject to the proposer'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 thing of value, either directly or indirectly, in the letting of any contract pursuant to the proposal to which this statement is attached.

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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

**Acknowledgement Page**

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I \_\_\_\_\_ have received, read, and understand the provisions of the Request for Proposals issued by the Office of Management and Enterprise Services (OMES). I recognize that any negotiations will be subject to the requirements outlined within the Request for Proposals. 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.

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Electric Vehicle Charging Station Surface Lease Agreement

THIS AGREEMENT made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between THE STATE OF OKLAHOMA, ENTER AGENCY NAME, by and through its OKLAHOMA OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES, hereinafter called "ENTER AGENCY NAME," and \_\_\_\_\_, hereinafter called the "OPERATOR."

### RECITALS

WHEREAS, OPERATOR is in the business of installation and operation of electric vehicle charging stations ("*Charging Stations*") to deliver electricity to electric vehicles;

WHEREAS, ENTER AGENCY NAME desires for OPERATOR to install up to {insert number} Charging Station(s) on property located at the physical address of {insert address} (the "*Premises*");

WHEREAS, ENTER AGENCY NAME and OPERATOR enter into this Agreement to provide for the lease by OPERATOR from ENTER AGENCY NAME of that certain portion of the Premises depicted on Exhibit A (the "*Leased Premises*");

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

1. **PREMISES.** The ENTER AGENCY NAME hereby leases to OPERATOR the following described Premises:

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

City, State and Zip: \_\_\_\_\_

The Leased Premises, includes INSERT DESCRIPTION OF AREA BEING SUBLEASED (as depicted in Exhibit A). During the Term, OPERATOR shall have full possession and control of the Leased Premises in order to construct and operate Charging Station(s) to the extent necessary to provide electric vehicle charging services for ENTER AGENCY NAME.

2. **TERM.** The Lease shall begin on the \_\_\_\_ day of \_\_\_\_, and end on the \_\_\_\_ day of \_\_\_\_ not to exceed a 5-year term per 61 O.S. §323. OPERATOR shall have the right to extend the Agreement, subject to ENTER AGENCY NAME's approval, such approval not to be unreasonably withheld, and such extension shall be for an additional period of five (5) years. Following the Renewal Term, any further renewals will be subject to mutual agreement between ENTER AGENCY NAME and OPERATOR. To extend the Renewal Term, OPERATOR shall deliver written notice of such extension to ENTER AGENCY NAME no later than six (6) months prior to the expiration of the current Term. In the event of a sale or transfer of the Premises or Leased Premises by ENTER AGENCY NAME while the Agreement is in effect, this Agreement, including ENTER AGENCY NAME's obligations and duties hereunder, shall be conveyed with the Premises or Leased Premises.

3. **RENT.** The OPERATOR shall pay ENTER AGENCY NAME the amount of \$\_\_\_\_\_ per year as rental for the above-described Premises for the term of this Agreement, commencing on construction of the Charging Station(s), and each annual payment thereafter due on or before the anniversary of the Effective Date.

4. **POSSESSION.** The first date when OPERATOR may enter the Leased Premises and begin construction (as set forth in Section 5), and thereafter the operation, of the Charging Stations is INSERT DATE.

5. **CONSTRUCTION ON THE LEASED PREMISES.** Upon delivery of possession of the Leased Premises to OPERATOR, OPERATOR shall, at its sole cost and expense, construct improvements and install trade fixtures as described in Exhibit B.

6. **UTILITIES.** OPERATOR agrees to arrange and pay the charges for all necessary OPERATOR related utility services provided or used in or at the Leased Premises during the Term for all operator installed equipment. OPERATOR shall pay directly to the utility company the cost of installation of any and all such OPERATOR related utility services and shall arrange to

have the utility service metered separately. ENTER AGENCY NAME shall authorize and cause OPERATOR's chosen utility service providers to supply utilities to the Leased Premises for OPERATOR's operation of the Charging Station(s) all at OPERATOR's sole cost and expense. Any required easements from the utility company shall be processed through OMES for property owned by the State of Oklahoma unless otherwise noted or exempt. Other easements required will be solely the responsibility of the OPERATOR, the utility company, internet provider and the individual property owners.

7. **REPORTS.** The OPERATOR shall provide the ENTER AGENCY NAME reporting data to include minutes per day in use, electricity consumed (KWh/day), real-time availability of EVSE (e.g. online, offline, charging, connected, and fault), and total sessions by day upon request.

8. **USE.** OPERATOR shall use and occupy the Leased Premises during the Term for operation of the Charging Stations and incidental purposes, including, without limitation, operating an energy storage system. All use of the Leased Premises by OPERATOR shall comply with applicable codes, laws, and ordinances.

9. **OPERATION OF CHARGING STATIONS.** ENTER AGENCY NAME shall have no right to any revenues or payments relating to the operation of the Charging Stations installed at the Leased Premises, either from OPERATOR or from any third-party except as relates to rent paid, unless a revenue sharing option is negotiated as part of this lease, in accordance with Section 3 of this lease.

10. **MAINTENANCE.** OPERATOR shall be responsible for maintaining the Charging Stations and ENTER AGENCY NAME shall not have any liability for damage to the Charging Stations unless such damage is caused by ENTER AGENCY NAME's gross negligence. Notwithstanding the foregoing, ENTER AGENCY NAME's normal responsibility to maintain and secure the common areas of the Premises shall also apply to the Leased Premises, such as debris and garbage collection and removal and snow removal. ENTER AGENCY NAME agrees to coordinate any parking lot and landscaping maintenance with OPERATOR to ensure that the Charging Stations remain available as much as is reasonably feasible.

11. **ENTER AGENCY NAME COVENANTS.** ENTER AGENCY NAME represents that it is the owner of the Premises, or is otherwise authorized to enter into this Agreement if not the owner, and that this Agreement does not violate any agreement, lease or other agreement of ENTER AGENCY NAME. ENTER AGENCY NAME shall not take any action that would impair or interrupt the use of the Leased Premises except as may be required by law, legislative action, or ENTER AGENCY NAME necessity. ENTER AGENCY NAME agrees to notify OPERATOR within a commercially reasonable time if (a) it has knowledge of third-parties impairing or misusing the Leased Premises or Charging Stations, or (b) it obtains knowledge of a needed repair to the Leased Premises or Charging Stations. If motorists who do not utilize the Charging Stations repeatedly park in the parking spaces in the Leased Premises, thereby impairing use of the Charging Stations, then the parties shall together determine and implement an appropriate and effective strategy for preventing such impairment, including, without limitation, alternative signage and painted asphalt. ENTER AGENCY NAME shall use reasonable efforts to monitor the Leased Premises to ensure that use of the Charging Stations is not impaired.

12. **LAWS, CODES, ORDINANCES, RULES, REGULATIONS.** The OPERATOR shall be responsible for compliance with all applicable federal, state and local laws, codes, ordinances, rules, and regulations pertaining to health, safety, fire, and public welfare.

13. **REMOVAL OF IMPROVEMENTS:** OPERATOR agrees to remove OPERATOR's improvements at OPERATOR's expense within sixty (60) days after the contract terminates, or sooner if practicable. Failure to remove the improvements within sixty (60) days demonstrates OPERATOR's intent to abandon the improvements and the improvements will be deemed abandoned. Improvements deemed abandoned that are determined to be detriment to the lease will be disposed of by the ENTER AGENCY NAME and the OPERATOR further agrees to reimburse the ENTER AGENCY NAME for any cost incurred for disposal. Time is of the essence under this provision.

14. **ALTERATIONS.** Except for the construction and maintenance of the Charging Stations, OPERATOR shall not make any alterations, changes in or additions to the Leased Premises without the prior written consent of the ENTER AGENCY NAME, which shall not be unreasonably withheld.

15. **SIGNAGE.** Upon request by OPERATOR, ENTER AGENCY NAME shall, subject to ENTER AGENCY NAME's approval and subject to applicable zoning and signage requirements and other such restrictions.

16. **ASSIGNMENT.** OPERATOR may not assign or transfer to any other person or entity without the prior written consent of the ENTER AGENCY NAME which may be withheld at its sole discretion. Rights granted under the lease may be assigned or transferred, at no additional cost, to other entities of the State of Oklahoma.

17. **DEFAULT.** After material breach by either party to this Agreement, the other non-breaching party can terminate this Agreement on 10 days' written notice if such breaching party has not cured such default within 30 days after first notice of such

breach by the non-defaulting party. Neither party shall be liable for, and each party hereto expressly releases the other party from, indirect, consequential, special, or punitive damages, including, without limitation, lost sales or profits damages.

18. **INSURANCE.** OPERATOR shall carry commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) for bodily injury or death and property damage and an umbrella insurance policy of not less than Five Million Dollars (\$5,000,000). A certificate evidencing such insurance shall be delivered to the ENTER AGENCY NAME hereto as may be requested by the other party hereto.

19. **INDEMNIFICATION:** OPERATOR agrees on its behalf and that of any successors or assigns to hold harmless, defend and indemnify ENTER AGENCY NAME, its officers, agents and employees, from and against any and all losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs or judgments, including, without limitation, attorneys' fees and costs of any kind allegedly arising directly or indirectly from (a) any act by, omission by, or negligence of OPERATOR or its contractors, or the officers, agents, or employees of either, while on or about the property subject to this Lease or allegedly resulting directly or indirectly from the installation, maintenance, operation, or removal of any equipment, machinery, facilities or structures authorized under this Lease; (b) any accident or injury to OPERATOR or its contractors or any officer, agents or employees of either, while on or about the property subject to this Lease; (c) injuries or damages to real or personal property and/or persons allegedly resulting directly or indirectly from the installation, maintenance, operation, or removal of any equipment, machinery, facilities or structures authorized under this Lease; (d) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by OPERATOR or its contractors or the officers, agents, or employees of either, under, on or about the property subject to this Lease or into the environment. Without waiving any defense or immunity, and subject to the Oklahoma Governmental Tort Claims Act, such indemnification shall exclude any such liability caused by the sole negligence of the ENTER AGENCY NAME, its officers, agents and employees while acting within the scope of their employment.

20. **CHOICE OF LAW.** This Lease Agreement shall be governed and construed according to the laws of the State of Oklahoma.

21. **TAXES.** The Operator is required to pay ad valorem property taxes on any improvements and structures on the Leased Premises.

22. **ENTIRE AGREEMENT.** This Agreement is the entire agreement of the parties hereto respecting the subject matter hereof. There are no other agreements, representations or warranties, whether oral or written, respecting the subject matter hereof.

23. **MODIFICATION.** This Lease Agreement shall not be modified, altered or amended except by written agreement executed by the parties to this agreement with the same formality as this agreement.

**ENTER AGENCY  
NAME:**

**OPERATOR:**

\_\_\_\_\_  
(Type or Print)

\_\_\_\_\_  
(Type or Print)

By:

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
Director of Real Estate and Leasing Services

**Exhibit "A"**

**Exhibit “B”**



**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 hereby certify:

1. I am the duly authorized agent of \_\_\_\_\_, the LESSOR 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 LESSOR nor anyone subject to the LESSOR'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 leased premises is a current member of the Oklahoma State Legislature; and,
6. I further certify that if a former member of the Oklahoma State Legislature holds ownership or other financial interest in the real property, the execution of the Lease Agreement will not violate any provisions of the Oklahoma Constitution.

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

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

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

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

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.