

**SEMINOLE STATE COLLEGE
BOARD OF REGENTS REGULAR MEETING
Thursday, March 28, 2024**

**Lunch – 12:15 P.M.
Enoch Kelly Haney Center – Room #204**

**Business Session
Enoch Kelly Haney Center – Board Room
1:00 P.M.**

- I. **CALL TO ORDER**
- II. **ROLL CALL OF MEMBERS**
- III. **INTRODUCTION OF GUESTS**
- IV. **CONSIDERATION AND VOTE TO APPROVE/DISAPPROVE MINUTES**

Regular Meeting February 15, 2024

- V. **COMMUNICATIONS TO THE BOARD**

Financial Report – February 29, 2024

- E&G and Auxiliary Purchases over \$15,000 for February - None

- VI. **HEARING OF DELEGATIONS**

None at the time of filing of the agenda.

- VII. **PRESIDENT’S REPORT**

- ✓ Personnel Update
- ✓ Campus Activities
- ✓ Legislative Activities
- ✓ Upcoming Events

- VIII. **BUSINESS**

- A. Review and consider approval of bid from Dave Haynie LLC to renovate a classroom for a simulation nursing lab

Board Action: Approve/Reject Bid

- B. Review and consider approval of bid from Affinity Corp for motor pool secured parking

Board Action: Approve/Reject Bid

- C. Review and consider approval of contract with Enterprise FM Trust for fleet management

Board Action: Approve/Reject Contract

- D. Possible consideration and possible action regarding awarding of Emeritus status to Dr. Linda Goeller

Board Action: Approve/Reject

- E. Consideration of any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda

Board Action: As Appropriate

IX. CONSENT AGENDA

Consider approval of the following items:

- ✓ Program Modification – Engineering Technology Associate in Applied Science
- ✓ Amended 2024-2025 Academic Calendar

X. ADJOURNMENT

The Board of Regents may discuss, vote to approve, vote to disapprove, vote to table, vote to take items out of order, or decide not to discuss or vote on any item on the agenda.

If you need a disability-related accommodation or wheelchair access information, please contact: Office of ADA compliance at 405-382-9216. Requests should be made by March 27, 2024.

Minutes

SEMINOLE STATE COLLEGE BOARD OF REGENTS REGULAR MEETING February 15, 2024

I. Call to Order

The Seminole State College Board of Regents' regular monthly meeting was called to order at 1:00 p.m. in the Board Room of the Enoch Kelly Haney Center.

II. Roll Call of Members

Roll call was conducted. Regent Franklin and Regent Cain were absent. The Regents present were Morgan, Ready, Hyden, Pitts, and Donaho.

III. Introduction of Guests

President Reynolds introduced administrators and staff present at the meeting. Special recognition was given to Marc Hunter, IT Director and Campus Information Security Officer; Holly Wilson-Byrd, Human Resources Director; Edie Cathey, Director of Enrollment Management; Dr. Misty Gray, Health Sciences Division Chair; and Whitney Herzog, Assistant Attorney General.

IV. Minutes

There being no additions or corrections to the minutes of the regular meeting held January 18, 2024; Regent Donaho made a motion to approve the minutes as written and Regent Pitts seconded the motion. Roll call was as follows: Morgan, yes; Donaho, yes; Ready, yes; Pitts, yes and Hyden, yes.

V. Communications to the Board

Financial Report – Ms. Melanie Rinehart, Vice President for Fiscal Affairs, presented a review of the College's revenue and expenses through January 31, 2024. Regent Morgan made a motion to approve the Financial Report as presented and Regent Ready seconded the motion. Roll call was as follows: Morgan, yes; Donaho, yes; Ready, yes; Pitts, yes and Hyden, yes.

Purchases over \$15,000 for January - None

VI. Hearing of Delegations

None

VII. President's Report

President Reynolds discussed items under the President's Report and the Business portion of the agenda by utilizing a PowerPoint presentation. (See enclosed copy of the PowerPoint presentation)

Personnel Update – President Reynolds informed the Board that Michelle Pruitt has been named the Upward Bound Director and David Cobb, IT Technician has announced his intent to retire the end of 2024.

Enrollment Report – Edie Cathey, Director of Enrollment Management gave a report on enrollment and went over campus efforts to increase enrollment in the next semesters.

Campus Activities – President Reynolds gave the Board members information about the following campus activities:

- Maintenance, Campus Police and Dr. Bill Knowles helped with an emergency clean up project after pipes burst in Tanner Hall
- The SSC President’s Leadership Class visited the Boys and Girls Club of Seminole Nation
- The Southeast Oklahoma Legislative Briefing was held on January 6th at Pete’s Place in Krebs, OK
- The Oklahoma State Regents for Higher Education held their regular meeting on the SSC Campus on February 1st
- Ryan Carlisle was selected to participate in the George and Donna Nigh Leadership Academy
- Higher Education Day at the Capitol held on February 8th was attended by many SSC representatives and students
- The Talent Search Grant took students to a Thunder Basketball game
- The Social Sciences Division will hold a President’s Day observance event on February 16th highlighting “Dwight D. Eisenhower, Soldier and Statesman”

Nursing Program Update – President Reynolds gave the Regents an update on the Nursing Program.

Honors – President Reynolds told the Regents that the SSC Educational Foundation received the David L. Boren Award at the Seminole Chamber of Commerce Annual Banquet.

Wellness Center Update – President Reynolds gave the Regents an update on the construction of the new wellness center. She also told the Regents that they are invited for a tour of the facility after the meeting today.

IT Security Update – Marc Hunter, IT Director and Campus Information Security Officer gave an update on campus information security efforts.

VIII. Business

Approval of Resolution Supporting Current Restrictions Regarding Guns on Campus – President Reynolds presented the Board with a proposed resolution for the SSC Board of Regents supporting the current restrictions regarding guns on college campuses. President Reynolds recommended approval. Regent Donaho made a motion to approve the resolution as presented and Regent Morgan seconded this motion. Roll call was as follows: Morgan, yes; Donaho, yes; Ready, yes; Pitts, yes and Hyden, yes.

Ratification of the naming of “Lloyd Simmons Field” at the Brian Crawford

Memorial Sports Complex – President Reynolds presented the Board with information about the proposed naming of the SSC Trojan baseball field the “Lloyd Simmons Field” at the Brian Crawford Memorial Sports Complex. Regent Morgan made a motion to ratify the naming of the “Lloyd Simmons Field” and Regent Pitts seconded the motion. Roll call was as follows: Morgan, yes; Donaho, yes; Ready, yes; Pitts, yes and Hyden, yes.

Motion to Enter into Executive Session to discuss EEOC Charge #564-2023-02134 –

The Board retired into executive session to discuss EEOC Charge #564-2023-02134. Regent Morgan made a motion to enter into executive session and Regent Pitts seconded this motion. Roll call was as follows: Morgan, yes; Donaho, yes; Ready, yes; Pitts, yes and Hyden, yes.

Motion to Enter into Open Session – Regent Morgan made a motion that the Board go

back into open session to present a motion on the items discussed in executive session. Regent Ready seconded this motion to enter back into open session. Roll call was as follows: Morgan, yes; Donaho, yes; Ready, yes; Pitts, yes and Hyden, yes.

Consideration of Motion for items discussed in Executive Session – Regent Pitts made a motion to approve the terms discussed in executive session regarding EEOC Charge #564-2023-02134. Regent Morgan seconded this motion. Roll call was as follows: Morgan, yes; Donaho, yes; Ready, yes; Pitts, yes and Hyden, yes.

IX. Consent Agenda

Regents were presented information concerning items on the Consent Agenda. President Reynolds recommended approval of these items. Regent Pitts made a motion to approve the Consent Agenda items and Regent Morgan seconded the motion. Roll call was as follows: Morgan, yes; Donaho, yes; Ready, yes; Pitts, yes and Hyden, yes.

Approval of the following items:

- Program Modification – Associate in Science in Criminal Justice
- Program Modification – Associate in Science in Psychology

X. Adjournment

There being no further business or discussion Regent Morgan made a motion to adjourn the meeting at 3:27 p.m. Regent Donaho seconded the motion. This motion was approved unanimously.

Kim Hyden, Chair

**Seminole State College
Combining Statement of Net Assets
As of February 29, 2024**

| | Education and General Fund | Auxiliary and Restricted Fund | Capital Projects Fund | Payroll Withholding Fund | OKHEEI Trust Fund | Federal Restricted Fund | CARES Act Fund | Capital Assets and Long-Term Debt Fund | Total All Funds |
|----------------------------|-------------------------------|----------------------------------|--------------------------|--------------------------------|----------------------|-------------------------------|-------------------|--|-------------------|
| Cash and Cash Equivalents | 3,567,667 | 1,191,962 | 1,182,532 | 2,135 | (5,244) | 31,698 | (2,800) | - | 5,967,949 |
| Accounts Receivable, net | - | - | - | - | - | - | - | - | - |
| Other Accrued Income | 86,590 | - | - | - | - | - | - | - | 86,590 |
| Capital Assets, net | - | - | - | - | - | - | - | 21,892,056 | 21,892,056 |
| Total Assets | 3,654,256 | 1,191,962 | 1,182,532 | 2,135 | (5,244) | 31,698 | (2,800) | 21,892,056 | 27,946,595 |
| Accounts Payable | (650) | 54,445 | - | - | - | - | - | - | 53,795 |
| Other Accrued Expenses | - | - | - | 2,135 | - | - | - | - | 2,135 |
| Due To/From Other Funds | - | - | - | - | - | - | - | - | - |
| Long-Term Debt | - | - | - | - | - | - | - | 17,345,792 | 17,345,792 |
| Total Liabilities | (650) | 54,445 | - | 2,135 | - | - | - | 17,345,792 | 17,401,723 |
| Beginning Net Position | 3,883,077 | 310,614 | 796,141 | - | (5,244) | 79,918 | (2,800) | 4,546,264 | 9,607,970 |
| Change in Net Position | (228,171) | 826,903 | 386,391 | - | - | (48,220) | - | - | 936,904 |
| Ending Net Position | 3,654,906 | 1,137,517 | 1,182,532 | - | (5,244) | 31,698 | (2,800) | 4,546,264 | 10,544,873 |

Seminole State College
Combining Statement of Revenues, Expenses and Changes in Net Assets
For the Period July 1 through February 29, 2024

| | Education and General Fund | Auxiliary and Restricted Fund | Capital Projects Fund | Payroll Withholding Fund | OKHEEI Trust Fund | Federal Restricted Fund | CARES Act Fund | Capital Assets and Long-Term Debt Fund | Total All Funds |
|--|-------------------------------|----------------------------------|--------------------------|--------------------------------|----------------------|----------------------------|----------------|--|-----------------|
| Revenues | | | | | | | | | |
| Tuition and fees, net | \$ 3,766,545 | \$ 947,598 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 4,714,143 |
| State appropriations | 4,217,830 | - | 1,244,533 | - | - | - | - | - | 5,462,363 |
| Federal grants and contracts | - | 6,695,619 | - | - | - | 8,000 | 451,792 | - | 7,155,411 |
| State and private grants and contracts | 26,530 | 1,184,919 | - | - | - | - | - | - | 1,211,449 |
| Housing & Food Service | - | 805,744 | - | - | - | - | - | - | 805,744 |
| Bookstore | - | 1,046,812 | - | - | - | - | - | - | 1,046,812 |
| Other revenues | 487,546 | 1,051,439 | - | - | - | - | - | - | 1,538,984 |
| Total operating revenues | 8,498,451 | 11,732,131 | 1,244,533 | - | - | 8,000 | 451,792 | - | 21,934,906 |
| Expenditures | | | | | | | | | |
| Compensation and benefits | 5,895,158 | 2,195,627 | - | - | - | 21,334 | 56,409 | - | 8,168,528 |
| Contractual services | 740,482 | 668,581 | - | - | - | - | - | - | 1,409,063 |
| Supplies and materials | 307,586 | 4,783,419 | 295,447 | - | - | 11,084 | 395,383 | - | 5,792,920 |
| Scholarships and fellowships | 960,702 | 2,259,301 | - | - | - | - | - | - | 3,220,003 |
| Communications | 59,049 | 7,009 | - | - | - | 11,167 | - | - | 77,226 |
| Depreciation | - | - | - | - | - | - | - | - | - |
| Utilities | 331,341 | 94,966 | - | - | - | - | - | - | 426,307 |
| Other expenditures | 432,303 | 896,325 | 562,694 | - | - | 12,634 | - | - | 1,903,957 |
| Total Operating Expenses | 8,726,622 | 10,905,228 | 858,142 | - | - | 56,220 | 451,792 | - | 20,998,003 |
| Operating income (loss) | (228,171) | 826,903 | 386,391 | - | - | (48,220) | - | - | 936,904 |
| Transfers from (to) | - | - | - | - | - | - | - | - | - |
| Change in Net Position | (228,171) | 826,903 | 386,391 | - | - | (48,220) | - | - | 936,904 |

Seminole State College
Combining Statement of Changes in Cash and Cash Equivalents
For the Period July 1 through February 29, 2024

| | Education and General Fund | Auxiliary and Restricted Fund | Capital Projects Fund | Payroll Withholding Fund | OKHEEI Trust Fund | Federal Restricted Fund | CARES Act Fund | Capital Assets and Long-Term Debt Fund | Total All Funds |
|------------------------------------|---------------------------------------|--|----------------------------------|---|------------------------------|--|---------------------------|---|----------------------------|
| Cash and Cash Equivalents | \$ 3,350,516 | \$ 376,686 | \$ 690,489 | \$ 2,135 | \$ (5,244) | \$ 75,925 | \$ (2,800) | \$ - | \$ 4,487,707 |
| Change in Net Position | (228,171) | 826,903 | 386,391 | - | - | (48,220) | - | - | 936,904 |
| Changes not providing (using) cash | 445,322 | (11,626) | 105,652 | (0) | - | 3,992 | - | - | 543,339 |
| Cash and Cash Equivalents, Ending | <u>\$ 3,567,667</u> | <u>\$ 1,191,962</u> | <u>\$ 1,182,532</u> | <u>\$ 2,135</u> | <u>\$ (5,244)</u> | <u>\$ 31,698</u> | <u>\$ (2,800)</u> | <u>\$ -</u> | <u>\$ 5,967,949</u> |

Seminole State College
Education and General - Statement of Budgeted Revenues and Expenditures
For the Period July 1 through February 29, 2024

| | <u>ACTUAL</u> | | <u>BUDGET</u> | |
|--|---------------------|---------------------|-----------------------|---------------------|
| | <u>CURRENT</u> | <u>YEAR-TO-DATE</u> | <u>ANNUAL</u> | <u>YEAR-TO-DATE</u> |
| <u>REVENUE</u> | | | | |
| State Appropriations | \$ 451,660 | \$ 4,217,830 | 6,026,441 | \$ 4,302,879 |
| Tuition | 1,064,188 | 1,578,414 | 2,649,748 | 2,278,783 |
| Non-Resident Tuition Fees | 261,854 | 583,801 | 654,027 | 562,463 |
| Remedial Course Fee | 14,585 | 44,106 | 37,832 | 32,536 |
| Tuition | <u>1,340,627</u> | <u>2,206,321</u> | <u>3,341,607</u> | <u>2,873,782</u> |
| STEM Academic Excellence Fee | 42,522 | 116,621 | 115,470 | 99,304 |
| LAH Academic Excellence Fee | 20,537 | 52,529 | 47,456 | 40,812 |
| Bus & Ed Academic Excellence Fee | 21,813 | 63,216 | 66,418 | 57,119 |
| Health Science Academic Excellence Fee | 3,705 | 11,173 | 12,457 | 10,713 |
| Social Science Academic Excellence Fee | 18,751 | 52,713 | 49,022 | 42,159 |
| Physical Therapist Assistance Fee | 1,220 | 4,155 | 3,668 | 3,154 |
| Technology Service Fee | 91,129 | 260,403 | 261,000 | 224,460 |
| Bus And Ind Additional Fees | - | - | 500 | 430 |
| Nursing Fee | 26,143 | 72,381 | 76,062 | 65,413 |
| Laboratory Fees | 19,229 | 67,797 | 70,787 | 60,877 |
| Medical Lab Tech Fee | 1,380 | 5,706 | 8,776 | 7,547 |
| Electronic Academic Access Fee | 24,643 | 80,970 | 76,800 | 66,048 |
| Dist Education/Outreach Fee | 115,375 | 314,255 | 306,377 | 263,484 |
| Academic Course Fees | <u>386,446</u> | <u>1,101,919</u> | <u>1,094,793</u> | <u>941,522</u> |
| Late Payment Fees | - | 1,580 | 5,458 | 4,694 |
| Application For Admission Fees | 855 | 12,598 | 11,225 | 9,654 |
| Assessment Fee | 29,227 | 85,518 | 86,063 | 74,014 |
| Refund Per Legal Settlement | (180) | (180) | - | - |
| Ace Testing Fees | - | 1,260 | 2,590 | 2,227 |
| Hybrid Course Fee | - | - | - | - |
| Sr Citizens Discount | - | - | - | - |
| Enrollment Seminars | - | 69 | - | - |
| Clep Testing Fees | - | 35 | - | 163 |
| Library Automation Fee | 27,797 | 79,566 | 79,643 | 68,493 |
| Clearing Other Special Enrollment | - | - | - | - |
| Records Fee | 20,159 | 57,793 | 57,765 | 49,678 |
| Parking Fees | 1,525 | 25,648 | 27,040 | 23,254 |
| Student Id Fee | 1,511 | 14,077 | 14,964 | 12,869 |
| Accident Shield Fee | 2,149 | 65,271 | 97,035 | 83,450 |
| Special Testing Fees | 75 | 2,625 | 3,350 | 2,881 |
| International Student Fee | - | 3,440 | 8,138 | 6,999 |
| Compliance Fee | 19,366 | 56,851 | 57,360 | 49,330 |
| Safety Fee | 19,198 | 51,975 | 49,978 | 42,981 |
| ARPA Grant-Nursing Revenue | - | 7,616 | - | - |
| Other Student Fees | <u>121,682</u> | <u>465,742</u> | <u>500,799</u> | <u>430,687</u> |
| Total Tuition and Fees | <u>1,848,754</u> | <u>3,773,982</u> | <u>4,937,199</u> | <u>4,245,991</u> |
| Other Income | <u>(5,644)</u> | <u>506,639</u> | <u>500,544</u> | <u>430,468</u> |
| Total Revenue | <u>2,294,770</u> | <u>8,498,451</u> | <u>11,464,184</u> | <u>8,979,338</u> |
| <u>EXPENDITURES</u> | | | | |
| Instruction | 407,130 | 3,466,208 | 5,322,846 | 3,587,598 |
| Research | - | - | - | - |
| Public Service | - | - | - | - |
| Academic Support | 24,082 | 220,238 | 337,427 | 227,426 |
| Student Services | 204,888 | 1,313,350 | 1,695,523 | 1,142,783 |
| Institutional Support | 190,453 | 1,329,702 | 1,914,437 | 1,290,331 |
| Physical Plant | 142,314 | 1,471,634 | 2,462,821 | 1,659,941 |
| Scholarships and Tuition Waivers | 1,515 | 925,490 | 995,000 | 945,250 |
| Total Expenditures | <u>970,382</u> | <u>8,726,622</u> | <u>12,728,054</u> | <u>8,853,328</u> |
| Total Revenue Over (Under) Expenditures | <u>\$ 1,324,388</u> | <u>(228,171)</u> | <u>\$ (1,263,870)</u> | <u>\$ 126,009</u> |

Seminole State College
Auxiliary Summary Statement of Revenue and Expenditures
For the Period July 1 through February 29, 2024

| | CURRENT MONTH | YEAR TO DATE | BUDGET | |
|--|--------------------|--------------------|-------------------|-------------------|
| | | | ANNUAL | YEAR-TO-DATE |
| <u>REVENUES</u> | | | | |
| Contractual Food Service | \$ 201,491 | \$ 574,362 | \$ 815,542 | \$ 644,278 |
| Bookstore | 192,465 | 1,078,599 | 1,346,480 | 1,227,990 |
| Institutional Support | 206,618 | 608,385 | 622,685 | 519,319 |
| Seminole/Roesler Residential Centers | 316,324 | 807,889 | 1,073,670 | 826,726 |
| Student Activities | 121,939 | 351,856 | 353,477 | 298,688 |
| Total Revenues | 1,038,838 | 3,421,092 | 4,211,854 | 3,517,001 |
| <u>EXPENDITURES</u> | | | | |
| Contractual Food Service | 101,370 | 481,704 | 815,542 | 598,608 |
| Bookstore | 41,499 | 669,313 | 951,358 | 772,104 |
| Institutional Support | 844,325 | 1,061,340 | 1,109,000 | 985,901 |
| Seminole/Roesler Residential Centers | 64,041 | 551,279 | 799,351 | 558,437 |
| Student Activities | 368 | 46,775 | 358,530 | 318,733 |
| Total Expenditures | 1,051,603 | 2,810,410 | 4,033,781 | 3,233,783 |
| Revenue Over (Under) Expenditures | \$ (12,765) | \$ 610,682 | \$ 178,073 | \$ 283,218 |

Seminole State College
Food Service - Statement of Revenue and Expenditures
For the Period July 1 through February 29, 2024

| | ACTUAL | | BUDGET | |
|----------------------------|--------------------------|----------------------------|-----------------------|----------------------------|
| | <u>CURRENT</u> | <u>YEAR-TO-DATE</u> | <u>ANNUAL</u> | <u>YEAR-TO-DATE</u> |
| Meals revenue | \$ 201,491 | \$ 571,940 | \$ 800,000 | \$ 632,000 |
| Other revenue | - | 2,422 | 15,542 | 12,278 |
| Total revenue | <u>201,491</u> | <u>574,362</u> | <u>815,542</u> | <u>644,278</u> |
| Supplies | - | 1,204 | 5,370 | 3,942 |
| Miscellaneous Expenditures | - | - | - | - |
| Contractual Service | 100,875 | 475,420 | 800,000 | 587,200 |
| Professional Services | 495 | 5,079 | 10,172 | 7,466 |
| Total expenditures | <u>101,370</u> | <u>481,704</u> | <u>815,542</u> | <u>598,608</u> |
| Net profit (loss) | <u>\$ 100,122</u> | <u>\$ 92,658</u> | <u>\$ -</u> | <u>\$ 45,670</u> |

Seminole State College
Bookstore Statement of Revenue and Expenditures
For the Period July 1 through February 29, 2024

| | ACTUAL | | BUDGET | |
|----------------------------------|-------------------|---------------------|-------------------|---------------------|
| | CURRENT | YEAR-TO-DATE | ANNUAL | YEAR-TO-DATE |
| Sales revenue | \$ 191,516 | \$ 1,046,812 | \$ 1,313,375 | \$ 1,197,798 |
| Other revenue | 949 | 31,787 | 33,105.00 | \$ 30,192 |
| Total revenue | <u>192,465</u> | <u>1,078,599</u> | <u>1,346,480</u> | <u>1,227,990</u> |
| Purchase For Resale | <u>23,181</u> | <u>547,180</u> | <u>781,500</u> | <u>652,553</u> |
| Professional Salaries, F.T. | 3,425 | 27,398 | 42,245 | 28,163 |
| Classified Salaries, F.T. | 4,734 | 37,829 | 38,049 | 25,366 |
| Classified Salaries, P.T. | - | 1,273 | 1,295 | 863 |
| Student Wages | - | - | 5,000 | 3,333 |
| Fringe Benefits | 4,662 | 34,152 | 45,769 | 30,513 |
| Compensation expenditures | <u>12,820</u> | <u>100,652</u> | <u>132,358</u> | <u>88,239</u> |
| Travel | - | 50 | 2,000 | 1,670 |
| Supplies | 10 | 6,949 | 7,000 | 5,845 |
| Miscellaneous Expenditures | - | 125 | 1,000 | 835 |
| Contractual Service | 5,488 | 13,893 | 24,800 | 20,708 |
| Sponsorships | - | 464 | 1,500 | 1,253 |
| Postage | - | - | 1,200 | 1,002 |
| Other expenditures | <u>5,498</u> | <u>21,480</u> | <u>37,500</u> | <u>31,313</u> |
| Total expenditures | <u>41,499</u> | <u>669,313</u> | <u>951,358</u> | <u>772,104</u> |
| Net profit (loss) | <u>\$ 150,966</u> | <u>\$ 409,286</u> | <u>\$ 395,122</u> | <u>\$ 455,886</u> |

Seminole State College
Institutional Support- Statement of Budgeted Revenues and Expenditures
For the Period July 1 through February 29, 2024

| | <u>ACTUAL</u> | | <u>BUDGET</u> | |
|--|---------------------|---------------------|---------------------|---------------------|
| | <u>CURRENT</u> | <u>YEAR-TO-DATE</u> | <u>ANNUAL</u> | <u>YEAR-TO-DATE</u> |
| <u>REVENUE</u> | | | | |
| Student Service Fee | \$ 98,110 | \$ 285,152 | \$ 288,042 | 240,227 |
| Infrastructure Fee | 105,065 | 310,590 | 313,283 | 261,278 |
| Student Fees | <u>203,176</u> | <u>595,742</u> | <u>601,325</u> | <u>501,505</u> |
| Other Income-Overpayment | 2,399 | 3,239 | 8,368 | 6,979 |
| Refunds / Reimbursements | - | 13 | 20 | 17 |
| Interest Income | - | - | 1,484 | 1,238 |
| Seminar fees | - | - | - | - |
| Vending maching commissions | 44 | 919 | 1,243 | 1,037 |
| Photocopy revenue | - | - | - | - |
| ATM other | - | 4,248 | - | - |
| Repair and replacemnet, damaged property | - | - | - | - |
| Haney Center | 1,000 | 4,225 | 10,245 | 8,544 |
| Other income | <u>3,443</u> | <u>12,643</u> | <u>21,360</u> | <u>17,814</u> |
| Total Revenue | <u>206,618</u> | <u>608,385</u> | <u>622,685</u> | <u>519,319</u> |
| <u>EXPENDITURES</u> | | | | |
| Professional Services | 1,000 | 114,836 | 150,000 | 133,350 |
| Personnel expenditures | <u>1,000</u> | <u>115,793</u> | <u>150,000</u> | <u>133,350</u> |
| Travel | - | - | 3,000 | 2,667 |
| Supplies | 155 | 2,235 | 7,000 | 6,223 |
| Miscellaneous Expenditures | 1,059 | 22,438 | 49,000 | 43,561 |
| Contractual Service | 395 | 2,800 | - | - |
| Housing and book scholarships | 841,461 | 917,638 | 900,000 | 800,100 |
| Haney Center | 254 | 435 | - | - |
| Total Expenditures | <u>844,325</u> | <u>1,061,340</u> | <u>1,109,000</u> | <u>985,901</u> |
| Total Revenue Over (Under) Expenditures | <u>\$ (637,707)</u> | <u>\$ (452,954)</u> | <u>\$ (486,315)</u> | <u>(466,582)</u> |

Seminole State College
Housing - Statement of Revenue and Expenditures
For the Period July 1 through February 29, 2024

| | ACTUAL | | BUDGET | |
|-------------------------------|-----------------------|----------------------------|----------------------|----------------------------|
| | <u>CURRENT</u> | <u>YEAR-TO-DATE</u> | <u>ANNUAL</u> | <u>YEAR-TO-DATE</u> |
| Rental revenue - Dorms | \$ 315,934 | 800,879 | \$ 1,055,388 | 812,649 |
| Other revenue | 390 | 7,010 | 18,282 | 14,077 |
| Total revenue | <u>316,324</u> | <u>807,889</u> | <u>1,073,670</u> | <u>826,726</u> |
| Professional Salaries, F.T. | 3,466.50 | 27,732 | 41,598 | 27,732 |
| Professional Salaries, P.T. | 858.33 | 6,734 | 41,598 | 27,732 |
| Professional Services | - | 468 | 6,000 | 4,224.00 |
| Fringe Benefits | 2,515.52 | 20,107 | 32,135 | 21,423.33 |
| Personnel expenditures | <u>6,840</u> | <u>55,041</u> | <u>121,331</u> | <u>81,111</u> |
| Travel | - | 262 | 1,500 | 1,056 |
| Supplies | 1,572 | 22,121 | 36,320 | 25,569 |
| Miscellaneous Expenditures | 366 | 3,641 | 500 | 352 |
| Lease Payments | 45,412 | 363,299 | 500,000 | 352,000 |
| Contractual Service | 228 | 16,263 | 8,700 | 6,125 |
| Utilities | 9,622 | 90,651 | 131,000 | 92,224 |
| Other expenditures | <u>57,201</u> | <u>496,238</u> | <u>678,020</u> | <u>477,326</u> |
| Total expenditures | <u>64,041</u> | <u>551,279</u> | <u>799,351</u> | <u>558,437</u> |
| Net profit (loss) | <u>\$ 252,283</u> | <u>256,611</u> | <u>\$ 274,319</u> | <u>\$ 268,288</u> |

Seminole State College
Student Activities - Statement of Revenue and Expenditures
For the Period July 1 through February 29, 2024

| | ACTUAL | | BUDGET | |
|--|-------------------|---------------------|-------------------|---------------------|
| | <u>CURRENT</u> | <u>YEAR-TO-DATE</u> | <u>ANNUAL</u> | <u>YEAR-TO-DATE</u> |
| Student activity fee | \$ 109,846 | \$ 316,334 | \$ 317,770 | \$ 268,516 |
| Cultural & recreation fee | 12,093 | 35,522 | 35,707 | 30,172 |
| Total Revenue | <u>121,939</u> | <u>351,856</u> | <u>353,477</u> | <u>298,688</u> |
| Athletic Administration | - | 79 | 216,915 | 192,837 |
| National Tournaments | - | 11,627 | 50,000 | 44,450 |
| Golf-Women | - | 600 | 800 | 711 |
| Golf-Men | - | 800 | 800 | 711 |
| Womens Soccer | - | 5,415 | 17,619 | 15,663 |
| Men's Basketball | - | 2,565 | 9,000 | 8,001 |
| Women's Basketball | - | 2,915 | 3,295 | 2,929 |
| Volleyball | - | 4,647 | 3,600 | 3,200 |
| Baseball | - | 7,422 | 18,560 | 16,500 |
| Softball | - | 3,265 | 19,441 | 17,283 |
| Student Government | - | 1,969 | 6,500 | 5,779 |
| Livestock Judging Team | - | - | - | - |
| PLC | 368 | 5,472 | 12,000 | 10,668 |
| SSC Aggie (AFAC) | - | - | - | - |
| Phi Theta Kappa (AFAC) | - | - | - | - |
| NASA (AFAC) | - | - | - | - |
| Student Nurse Association(AFAC) | - | - | - | - |
| Total Expenditures | <u>368</u> | <u>46,775</u> | <u>358,530</u> | <u>318,733</u> |
| Revenue Over (Under) Expenditures | <u>\$ 121,571</u> | <u>\$ 305,081</u> | <u>\$ (5,053)</u> | <u>\$ (20,045)</u> |

Seminole State College
Restricted Funds - Statement of Revenue and Expenditures
For the Period July 1 through February 29, 2024

| | <u>Revenue</u> | <u>Expenditures</u> | <u>Net</u> |
|--|---------------------|---------------------|-------------------|
| PELL | \$ 2,620,533 | \$ 2,620,513 | \$ 20 |
| PELL Recovery | 25 | - | 25 |
| SEOG | 76,228 | 76,228 | - |
| Direct Loans | 1,313,548 | 1,313,548 | - |
| Student loan repayment | 42 | - | 42 |
| College Work Study | 31,099 | 38,503 | (7,404) |
| SSC Foundation | - | 45,884 | (45,884) |
| Private Scholarships | 492,604 | 586,505 | (93,901) |
| Private Loans | 128,301 | - | 128,301 |
| Cherokee Student Grants | 34,875 | 32,625 | 2,250 |
| Sac & Fox Student Grants | 18,112 | 19,713 | (1,601) |
| Creek Tribe Student Grants | 4,500 | 2,000 | 2,500 |
| Shawnee Tribe Student Grants | 13,780 | 12,691 | 1,089 |
| Choctaw Tribe Student Grants | 38,907 | 30,445 | 8,462 |
| Citizen Pottawatomie Stud Grnt | 36,197 | 42,847 | (6,650) |
| Chickasaw Tribe Stdtd Grants | 68,786 | 62,985 | 5,801 |
| OHLAP | 307,304 | 198,057 | 109,247 |
| Misc Indial Tribal Grants | 22,895 | 22,695 | 200 |
| Oklahoma Tuition Aid Grant | 234,100 | 118,000 | 116,100 |
| Subtotal Financial Aid | <u>5,441,836</u> | <u>5,223,239</u> | <u>218,597</u> |
| Title III Engaging Students in Science | - | - | - |
| Ub Math/Science #2 | 178,689 | 178,489 | 200 |
| Ub Math/Science #1 | 161,732 | 161,732 | - |
| Upward Bound #2 | 180,962 | 181,105 | (143) |
| Upward Bound #1 | 261,038 | 261,238 | (200) |
| Talent Search West | 196,406 | 196,406 | - |
| Talent Search Central | 258,807 | 258,215 | 592 |
| TANF | 164,772 | 102,536 | 62,236 |
| TANF - Ada | - | 49,780 | (49,780) |
| PIE Academy | - | - | - |
| Dream Catcher Gear Up | 554,968 | 556,610 | (1,643) |
| STEM Student Support | 190,797 | 202,963 | (12,166) |
| Student Support Serices | 203,549 | 217,896 | (14,348) |
| NASNTI Grant | 338,963 | 199,014 | 139,949 |
| NASNTI Grant | - | 118,889 | (118,889) |
| NASNTI Supplemental Grant | - | 19,532 | (19,532) |
| Scholars for Excellence | 41,070 | 50,049 | (8,979) |
| Carl Perkins | - | - | - |
| Subtotal Federal Grants | <u>2,731,753</u> | <u>2,754,455</u> | <u>(22,702)</u> |
| Care Bears | 23,004 | 16,715 | 6,289 |
| Nursing Student'S | 1,861 | 1,415 | 446 |
| Residential Deposits | 6,100 | - | 6,100 |
| Professional Staff Council | 1,140 | 1,076 | 64 |
| Upward Bound #2 Fund Raiser | 5,728 | 6,059 | (331) |
| Upward Bound M/S Fund Raiser | 4,629 | 6,140 | (1,511) |
| Ub Ms #2 Fund Raiser | 2,559 | 4,205 | (1,646) |
| Upward Bound #1 Fundraiser | 7,653 | 10,257 | (2,604) |
| Subtotal Other Restricted | <u>52,675</u> | <u>45,868</u> | <u>6,806</u> |
| Total | <u>\$ 8,226,263</u> | <u>\$ 8,023,562</u> | <u>\$ 202,702</u> |

Seminole State College
Campus Organizations - Statement of Revenue and Expenditures
For the Period July 1 through February 29, 2024

| | <u>Revenue</u> | <u>Expenditures</u> | <u>Net</u> |
|------------------------------------|------------------|---------------------|------------------|
| NURSING COPY MACHINE | - | 450 | (450) |
| VA REPORT FEE | - | 220 | (220) |
| FACULTY SENATE | 2,453 | 1,680 | 772 |
| SEMINOLE STATE AGGIE CLUB | - | 1,265 | (1,265) |
| UB #1 SUMMER FOOD PROGRAM | 5,304 | - | 5,304 |
| PHI THETA KAPPA | 665 | 55 | 610 |
| UBMS SUMMER FOOD PROGRAM | 3,886 | 2,130 | 1,756 |
| UB M/S #2 SUMMER FOOD PROGRAM | 4,707 | - | 4,707 |
| UB2 SUMMER FOOD PROGRAM | 5,168 | - | 5,168 |
| MLT BOC FEE | 1,548 | 2,250 | (702) |
| ADMIN PROGRAM ATHLETICS | 31 | - | 31 |
| CLASSIFIED STAFF ASSOCIATION | 1,066 | 952 | 114 |
| SEMINOLE TRIBE STUDENT GRANTS | 24,600 | 24,600 | - |
| MU ALPHA THETA (MATH HONORS) | - | 72 | (72) |
| SIGMA KAPPA DELTA | - | 152 | (152) |
| SHOTGUN SHOOTING TEAM | 3,465 | 3,503 | (38) |
| P.R.I.D.E. | 321 | 240 | 81 |
| OTHER ORGANIZATIONS AND ACTIVITIES | 31,562 | 33,686 | (2,124) |
| | <u>\$ 84,776</u> | <u>\$ 71,256</u> | <u>\$ 13,519</u> |

February 26, 2024

To All It May Concern,

This letter is official notice of my intent to retire July 1, 2024.

I respectfully request to participate in the Retirement Incentive Plan.

Sincerely,

A handwritten signature in cursive script that reads "Malinda Browning". The signature is written in black ink and is positioned below the word "Sincerely,".

Malinda Browning

Carol Landes

43989 Hunters Hill Dr., Shawnee, OK. 74801 405-590-6726

August 21, 2023

Melanie Rinehart
Vice President for Fiscal Affairs
Seminole State College

Dear Melanie,

Please accept this letter as notice of my intent to retire from Seminole State College on April 1, 2024. According to the Teacher's Retirement System, I am eligible to retire early after my 60th birthday, which is March 6, 2024.

I have enjoyed working for Seminole State College, and I sincerely appreciate the support provided to me during my time here.

Please let me know how I can help during this transition and make it as smooth as possible.

Thank you for everything,

A handwritten signature in cursive script that reads "Carol Landes".

Carol Landes

Alecia Bailey
1125 North 9th Street Milwaukee, WI 53233

January 22, 2024

NASNTI Director
Seminole State College
2701 Boren Blvd, Seminole, OK 74868

Dear NASNTI Director,

I am writing to express my interest in the **Computer Science Specialist position** at Seminole State College, as advertised. I am excited about the opportunity to contribute to the revitalization of your computer science program. My academic background, including a BSc degree in Computer Science and a MSc. with a concentration in Information Security, aligns well with the requirements of this role.

During my time at Rensselaer Polytechnic Institute, I not only excelled academically but also gained valuable experience as a security researcher and teaching assistant. Those roles required me to execute incident response plans, conduct risk assessments, and assist in the development of course materials, all of which are directly relevant to the duties outlined in your job description.

Furthermore, my experience at eGOV Jamaica Limited as an Operations Engineer and my role as a Program Office Assistant at Envision by WorldStrides provided me with a solid foundation in collaborating with diverse teams. These experiences have honed my skills in IT infrastructure, database management, and project management, making me well-equipped to lead the revitalization of the computer science program at Seminole State College.

What excites me most about this opportunity is the prospect of developing new program emphasis areas in Security, Programming, and Esports. My direct experience in game development and cybersecurity, along with my teaching background, positions me uniquely to contribute significantly to these areas. I am particularly enthusiastic about making the program accessible in various modalities, leveraging my knowledge in cloud technologies and online educational practices.

I am impressed by Seminole State College's commitment to empowering people for academic success and lifelong learning, and I share your core values of: Compassion, Opportunity, Respect, and Excellence. I am keen to bring my technical skills, educational experience, and passion for computer science to your institution.

Thank you for considering my application. I look forward to the opportunity to discuss how my experience and skills would be beneficial to Seminole State College's Computer Science program. Please feel free to contact me at (518) 255-0280 or via e-mail at aleciasbailey@gmail.com.

Sincerely,

Alecia Bailey

Alecia Bailey

Milwaukee, WI | (518) 255-0280 | aleciasbailey@gmail.com | [LinkedIn](#) | [GitHub](#)

Education

Rensselaer Polytechnic Institute; Troy, NY

(Graduated: December 2023)

MSc. in Information Technology; Concentration: Information Security **GPA: 3.71 / 4.0**

University of Technology, Jamaica; Kingston, JA

(Graduated: December 2021)

BSc. in Computer Science **GPA: 3.28 / 4.0**

Experience

Rensselaer Polytechnic Institute - Security researcher; Troy, NY

January 2023 – December 2023

- Executed incident response plans **utilizing ISO 27001 standard**, successfully **slashing incident response time by 50%**.
- Conducted in-depth risk assessments identifying vulnerabilities that resulted in a **40% decrease in cyberattacks**.
- Conducted extensive research and analysis on cloud security trends, resulting in the implementation of new security measures.

Envision by WorldStrides – Program Office Assistant; Multiple locations

June 2023 – July 2023

- Executed security measures to mitigate risks and ensure adherence to regulatory standards.
- Introduced automated monitoring tools resulting in a remarkable **40% decrease in system downtime and a 50% improvement in response time**.
- Guided K-12 students in game development via coding and operating an mBot robot using Python, for navigation, illumination, and item retrieval tasks, leading to a **30% increase in interactive learning**.

Rensselaer Polytechnic Institute – Teaching Assistant; Troy, NY

August 2022 – May 2023

- Supported students in applying concepts related to network analysis, security protocols, and vulnerability assessments, pertaining to IT infrastructure and security.
- **Provided support for 70 IaaS machines** allocated to students, overseeing their maintenance and serving as the initial point of contact for fixing configurations.
- **Assisted in the development of course materials** for Web Systems and Web Science Development, focusing on up-to-date industry practices and emerging threats.

eGOV Jamaica Limited - Operations Engineer; Kingston, JA

March 2021 – May 2022

- Worked closely with diverse teams, including stakeholders and product managers, to identify and solve complex technical problems resulting in the resolution of over 3,000 issues and **minimizing downtime by 50%**.
- Implemented DevOps strategies, contributing to a significant improvement in the stability of production environments.
- Conducted extensive research on industry-standard DevOps practices and integrated them into project workflows.

Projects

Cloud Security – Identity and Access Management Workshop; Rensselaer Polytechnic Institute

- Topics explored: *Access Control Models, Cloud Deployment Models, PoLP, MFA, SAML SSO, OpenID and others*.
- Developed and facilitated an engaging two day workshop for the university community, showcasing IAM principles through real-life case studies and interactive materials; educated over 100 participants, resulting in a 25% increase in IAM adoption within the community.

Cryptography and Network Security – Client-Server ATM system; Rensselaer Polytechnic Institute

- Encryption used: *RSA, ElGamal, AES, SHA-1 Hashing, HMAC Algorithm and Pallier Cryptocounter*.
- Implemented a comprehensive SSL protocol to establish secure communication between the bank and ATM system.

Active Directory and Security Event Monitoring Project; Personal project

- Led a project to optimize the Active Directory setup for improved user management and security protocol alignment, to match Rensselaer Polytechnic Institute organizational access control measures.
- Attempted to implement a security event monitoring system, enabling proactive detection and response to potential security threats, to fortify the university's cyber defenses.

Database Application and Systems – Language-Based Demographics Web Application; Rensselaer Polytechnic Institute

- **Solution:** Developed a web application visualizing language-based demographics data from the US Census, focusing on socioeconomic factors using native language as a key metric.
- **Technologies Used:** Utilized Cloud SQL database, HTML/CSS/JavaScript for frontend development, Looker Studio for interactive data analytics, and Google Form for user input. Integration of Cloud SQL with Google products facilitated data modeling and reporting.
- **Outcome:** Provided a valuable tool for linguistic research, governmental planning, and public education on the socioeconomic distribution of immigrant families in the US.

Capstone – “Cybersecurity for the Olympic Games” Deloitte Project; Rensselaer Polytechnic Institute

- Led a diverse IT project with a strong emphasis on security protocols, showcasing expertise in managing and coordinating security-focused initiatives.
- Conducted in-depth research for the MITRE ATT&CK Framework and evaluation of tactics, techniques and procedures of potential bad actors.
- Leveraged strong project management skills to lead a team in a cross-functional project, ensuring timely delivery and adherence to educational standards.

Skills

IT Infrastructure & Support: Proficient in managing and troubleshooting IT infrastructure, including Active Directory and User Administration.

Database Management: Skilled in SQL programming and database administration. Capable of developing complex queries, reports, and managing application-level security.

Microsoft Ecosystem: Extensive experience in Microsoft 365 Administration, with a focus on Security Event Monitoring.

Networking & Web Management: Competent in managing and troubleshooting Content Management Systems (CMS) with a focus on WordPress, domain name services, firewalls, and VPNs.

Programming & DevOps: Proficient in Python, Bash, PowerShell, Linux scripting, C, Java, JavaScript, Node.js, React, Express, and Git.

Project Management: Practiced in Agile methodologies; experienced in leading IT and security-related projects using tools like Jira and Trello.

Cloud Technologies: Knowledgeable in cloud services such as: AWS Amplify, Microsoft Azure, Microsoft 365 Exchange Online, SharePoint, OneDrive, and Teams.

Technical Tools: Skilled in Open-Source Intelligence tools (Shodan, Brandwatch, Liferaft, Skopenow, Flashpoint), Log Analysis (Splunk, Wireshark), Network Analysis (Nmap, tcpdump), and Steganography (Steghide, StegCracker).

Certificate

ISC² Certified in Cybersecurity
Pursuing CompTIA Security+

April 2023
Scheduled to take exam: March 2024

Professional Development

- Completed a professional workshop on 'MITRE ATT&CK Framework', conducted by the EC Council, focusing on deepening understanding of cyber threat models and enhancing cybersecurity practices.
- Actively upskilling through TryHackMe, Cybrary, and TCM Security platforms, gaining practical skills in cybersecurity and information security, with a focus on real-world application and current industry standards.
- Volunteered as a mentor for ‘Youth Can Do I.T’, a community initiative aimed at teaching basic programming skills to high school students from diverse socioeconomic backgrounds in Jamaica.

INTEROFFICE MEMORANDUM

TO: LANA REYNOLDS, PRESIDENT

FROM: MELANIE RINEHART, VPFA
DR. BILL KNOWLES, VPSA

SUBJECT: RFP #202403-01 SSC NURSING SIM LAB RENOVATION & RFP #202403-02 SSC
MOTORPOOL SECURED PARKING LOT

DATE: 3/25/2024

There were 4 bids received associated with RPF #202403-01 and 3 bids submitted for RFP 202403-02. Based on the needs of the college and after our consultation with Director of Maintenance, Clint Robertson, we recommend that Seminole State College select the following bids:

Dave Haynie LLC for the SSC Nursing Lab Renovation for the amount of \$199,850

Affinity Corp for the SSC Motor Pool Secured Parking Lot for the amount of \$53,323

You will find the full bid packages and a letter documenting the reasons for the decision enclosed.

Sincerely,



Melanie Rinehart
Vice President of Fiscal Affairs

The following chart presents the bid companies and the amounts of their bid:

SSC Nursing Simulation Lab Renovation

| Company | Bid Total |
|------------------------|------------------|
| Affinity Corp | \$ 169,300 |
| Dave Haynie LLC | \$ 199,850 |
| Midwest Commercial LLC | \$ 274,328 |
| Scott + Reid | \$ 481,565 |

SSC Motor Pool Secured Parking Lot

| Company | Bid Total |
|-----------------|------------------|
| Affinity Corp | \$ 53,323 |
| Dave Haynie LLC | \$ 148,300 |
| Scott + Reid | \$ 284,275 |

SSC Nursing Simulation Lab – Dave Haynie LLC’s bid was the second lowest bid for lab, however, their bid included all of the components of the RFP where the lowest bid was missing components.

SSC Motor Pool Secured Parking Lot – Affinity Corp was the lowest bid and included all of the needed components.

DAVE HAYNIE LLC

P.O. Box 178

MCLOUD, OK 74851-0178

EMAIL: DAVHAYNIE@AOL.COM

DAVE HAYNIE
405.834.5888

DEBBIE HAYNIE
405.328.1088

TO: Seminole State College
Attention: Mrs. Melanie Rinehart
Vice President of Fiscal Affairs

FROM: Dave Haynie, General Contractor

DATE: March 25, 2024

RE: LUMP SUM BID: Nursing Simulation Lab Renovation

We are interested in performing the work on the Seminole State College Nursing Simulation Lab Renovation for you. In response to the RFP, attached are the following:

My resume - for your convenience and review, and as an introduction to myself and my experience in the construction industry. As you can see, I have been in the construction industry for some time, covering an array of projects of various types. In particular regard to this project is the extensive renovation project we did for the Absentee Shawnee Tribe of Oklahoma (Lillard Absentee Shawnee Tribe of Oklahoma Emergency Food Distribution Center & First Responders Project) located at the intersection of Highway 177 and Benson Park Road in Shawnee, OK.

Also attached are the following documents:

1. Certification for Competitive Bid and/or Contract
2. Responding Bidder Information Form
3. Proposal/Contract with Description of Scope of Work and Quote amount.
4. Oklahoma Sales Tax Permit. No tax is included in the Proposal/Contract.
5. Oklahoma Affidavit of Exempt Status under the Administrative Workers' Compensation Act, dated 08/14/2023.

Exceptions to the Proposal: In regard to Section 4 Exceptions to RFP: "H. Effective Period of Proposals" please note that Section 3, Conditions, listed on Page 2 of the attached Proposal, states that due to current fluctuations in the cost and/or availability of materials to be used on this Project, the Bid quote in the amount of One Hundred Ninety-Nine Thousand, Eight Hundred Fifty Dollars (\$199,850) shall remain in effect for a period of Thirty (30) days from today's submission date of March 25, 2024.

Thank you for the opportunity to bid on this Project.



DAVE HAYNIE LLC

**P. O. Box 178
McLoud, OK 74851**

GENERAL CONTRACTOR

Dave Haynie, Owner

Cell: 405.834.5888

davhaynie@aol.com

PROPOSAL/CONTRACT

| | |
|--|---|
| TO: Seminole State College Attention: Mrs. Melanie Rinehart Vice President of Fiscal Affairs Phone: 405.382.9277 Business Office - RFP 2701 Boren Blvd. Seminole, OK 74818-351 Email: m.rinehart@sscok.edu | Date: Monday, March 25, 2024 Bid ID#: SSC-NSLAB24-01 Location: Seminole State College Enoch Kelly Haney Center Project: SSC Nursing Simulation Lab Renovation |
|--|---|

SECTION 1 - PROPOSAL/CONTRACT:

Dave Haynie LLC hereby proposes to furnish to Seminole State College (hereinafter referred to as "Owner or Owner's Representative") material and labor, necessary for completion of the following described Project per Specifications as provided in the Request for Proposal Letter from Mrs. Melanie Rinehart, Vice President of Fiscal Affairs, Seminole State College, dated 05/29/2023, and per Plan Sheet No. A1.1 and Plan Sheet No. D1.1, dated 05/29/20232 (entitled ENOCH KELLY HANEY CENTER - Student Nursing Program Area, prepared by Calvin E. Gwin, Midwest Commercial LLC, Earlsboro, OK. The Scope of this Project is as follows:

| Item# | Description | Total |
|--------------|---|--------------|
| 1 | <u>DEMOLITION AND REMOVAL OF:</u> | |
| | 1A. Approximately 1832 S.F. of 2' X 2' Lay-In ceiling tile and grid | |
| | 1B. Approximately 1792 S.F. of existing floor covering | |
| | 1C. Existing light fixtures | |
| | 1D. Existing HVAC registers | |
| | 1E. Existing cabinet (1) and sinks (3) | |
| | 1F. Removal of wood door and hollow metal frame (1) (to be relocated) | |
| 2 | <u>INSTALLATION OF:</u> | |
| | 2A. Approximately 1832 S.F. of new 2' X 2' Lay-In ceiling tile and grid | |
| | 2B. Approximately 1792 S.F. of new floor covering per Specifications provided | |
| | 2C. Relocation of (1) wood door and hollow metal frame (from 1F. above) | |

| | | |
|--|---|----------------------|
| | 2D. New HVAC ductwork and registers, as needed | |
| | 2E. New LED Flat Panel Lights (38); New light switches (3); New electric receptacles (13) | |
| | 2F. Revision of fire suppression system to Code in order to accommodate new ceiling layout | |
| | 2G. New wall framing per Specifications provided | |
| | 2H. New aluminum frames: Doors and Glass per Plans and Specifications provided | |
| | 2I. New paint on all walls in proposed rooms per Specifications provided | |
| | 2J. New cabinets in Mock Pharmacy; Replacement of existing cabinet (1) and sinks (2) in common area; supply necessary plumbing required | |
| | TOTAL LUMP SUM BID: | \$ 199,850.00 |

NOTE #1: Attached for your convenience are the following:

1. Glass Drawings
2. Millwork Elevations
3. Floor Covering Information.

CHANGE ORDERS: Any deviation from the work as described herein shall be carried out only upon a written Change Order which shall be agreed to by Dave Haynie LLC and Owner or Owner's Representative. The Total Bid for this Project will be adjusted accordingly.

SECTION 2 - EXCLUSIONS TO PROPOSAL/CONTRACT (Tasks to be performed by others):

1. Materials or labor for the existing storage area.
2. Tax, federal or state or other type.
3. Bond cost.

SECTION 3 - PROPOSAL/CONTRACT IS CONDITIONED UPON THE FOLLOWING:

1. No retainage shall be withheld from any portion or draw amount that is invoiced to Owner or Owner's Representative for work completed on this Project.
2. Bid price is good for thirty (30) days due to the fluctuation in cost of materials for this Project.

SECTION 4 - PAYMENT TERMS: Request for payment in the form of a written Invoice for work completed on this Project shall be submitted in 30-day intervals to Owner or Owner's Representative by Dave Haynie LLC for payment of a percentage of the Total Bid for this Project. The amount due for each submitted Invoice shall be based upon the percentage of the work completed during the Thirty-Day (30-Day) period prior to the date of each such Invoice. The Invoice amount shall be paid to Dave Haynie LLC on or before the 10th day of the month immediately following the date said Invoice is submitted to Owner or Owner's Representative for payment.

All work on this Project shall be completed in a substantial workmanlike manner according to specifications submitted to Dave Haynie LLC, per standard practices.

By signature below, Owner or Owner’s Representative hereby accepts and agrees to the terms and conditions contained in this Proposal/Contract, and agrees that when this document has been fully executed, it constitutes a binding contract between and among Owner or Owner’s Representative and Dave Haynie LLC.

Owner or Owner’s Representative further agrees that by signature below Dave Haynie LLC is authorized to perform the work specified herein on this Project, and that Dave Haynie LLC shall be paid in the manner outlined in the Payment Terms Section contained herein.

Please review this Proposal/Contract thoroughly, and if the terms and conditions contained herein are acceptable to Owner or Owner’s Representative, please sign and date where indicated and return to Dave Haynie LLC. Upon receipt of the signed document by Dave Haynie LLC, a fully executed copy will be provided for your records.

SEMINOLE STATE COLLEGE

Signature: _____

Date: _____

Printed Name: _____

Title: _____

DAVE HAYNIE LLC

Signature: 

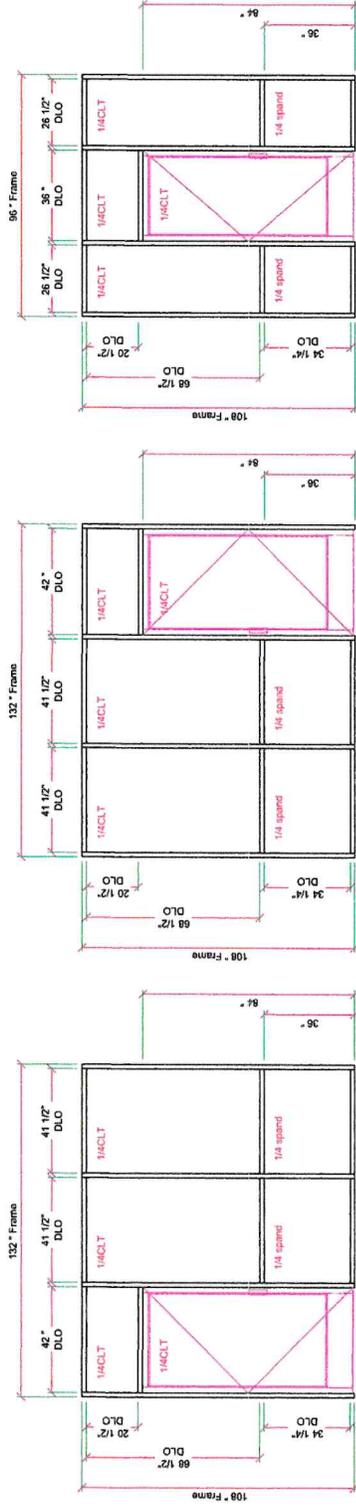
Date: 3-25-2024

Printed Name: Dave Haynie

Title: Owner and Manager

NOTE: *This Proposal may be withdrawn by Dave Haynie LLC if not accepted, signed by Owner or Owner’s Representative, and returned to Dave Haynie LLC within THIRTY (30) DAYS of receipt by Owner or Owner’s Representative.*

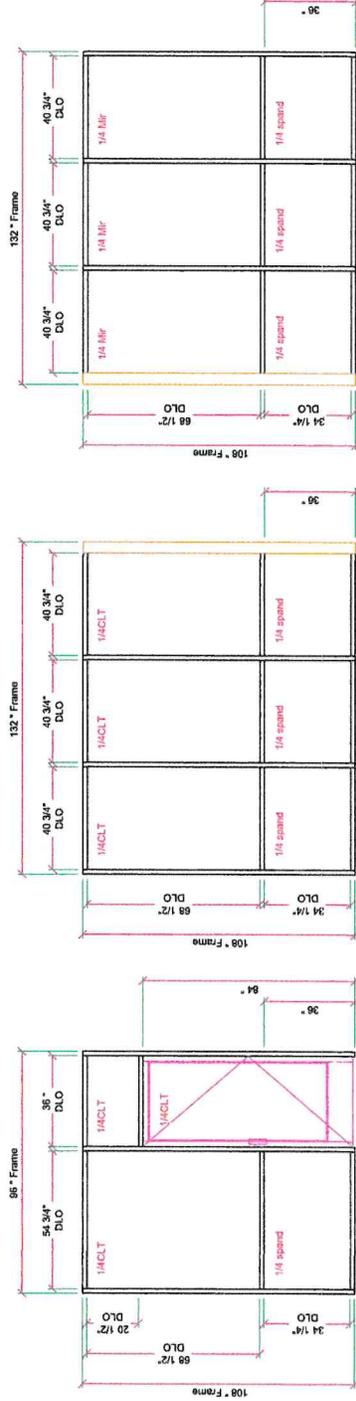
We Appreciate the Opportunity to Bid on this Project!



Dave Haynie - SSC - 1 - 001 - Entry 1 LH (2 Thus)
 Frame: (C10DB1P) 4500 Series; Storefront: 1/4 in. glass; 1-3/4 x 4-1/2; Exterior Glazed; Std Horz Glazed; Std Horz

Dave Haynie - SSC - 2 - 002 - Entry 1 RH (2 Thus)
 Frame: (C10DB1P) 4500 Series; Storefront: 1/4 in. glass; 1-3/4 x 4-1/2; Exterior Glazed; Std Horz Glazed; Std Horz

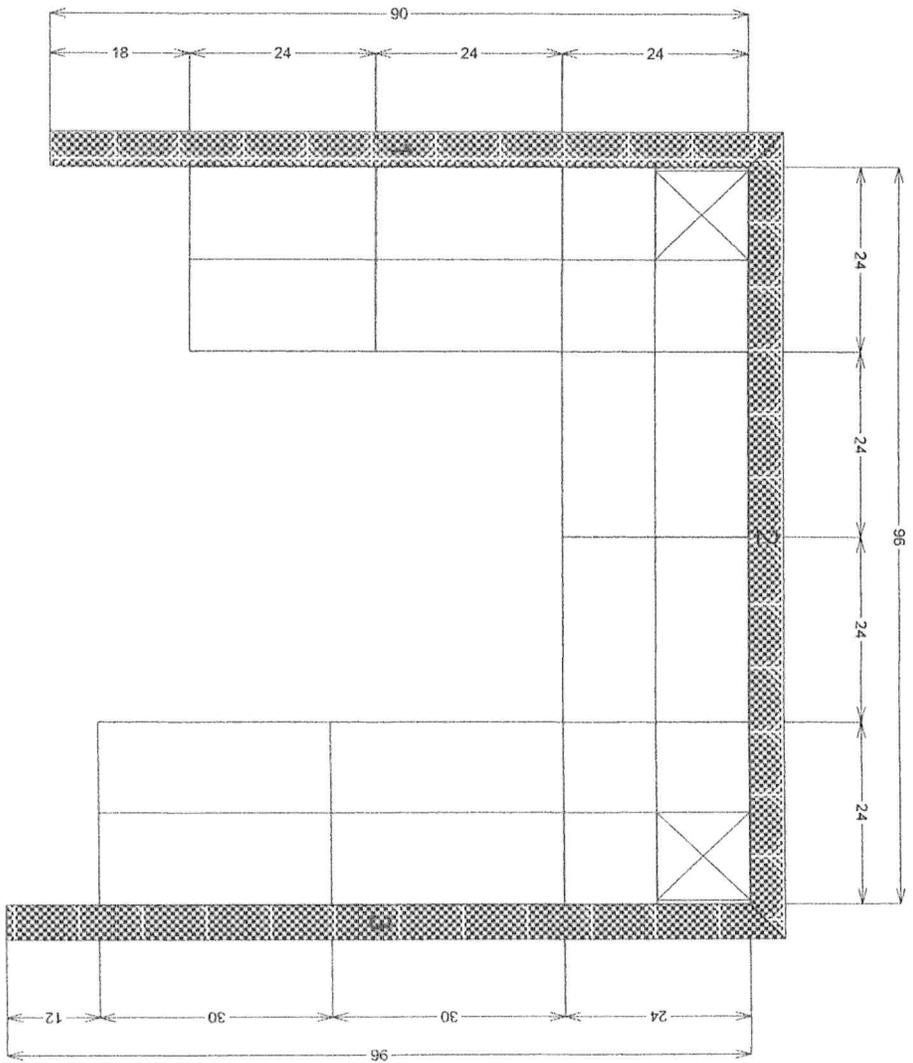
Dave Haynie - SSC - 3 - 003 - Entry Observation (1 Thus)
 Frame: (C10DB1P) 4500 Series; Storefront: 1/4 in. glass; 1-3/4 x 4-1/2; Exterior Glazed; Std Horz Glazed; Std Horz



Dave Haynie - SSC - 4 - 004 - Office (1 Thus)
 Frame: (C10DB1P) 4500 Series; Storefront: 1/4 in. glass; 1-3/4 x 4-1/2; Exterior Glazed; Std Horz Glazed; Std Horz

Dave Haynie - SSC - 5 - 005 - Between Rooms Left (1 Thus)
 Frame: (C10DB1P) 4500 Series; Storefront: 1/4 in. glass; 1-3/4 x 4-1/2; Exterior Glazed; Std Horz Glazed; Std Horz

Dave Haynie - SSC - 5 - 005 - Between Rooms Right (2 Thus)
 Frame: (C10DB1P) 4500 Series; Storefront: 1/4 in. glass; 1-3/4 x 4-1/2; Exterior Glazed; Std Horz Glazed; Std Horz



Phone: Fax:

Approved

Rejected (As Noted)

Name: HAYNIE32124

Address:

City:

State:

Job #: Job

Title: Default

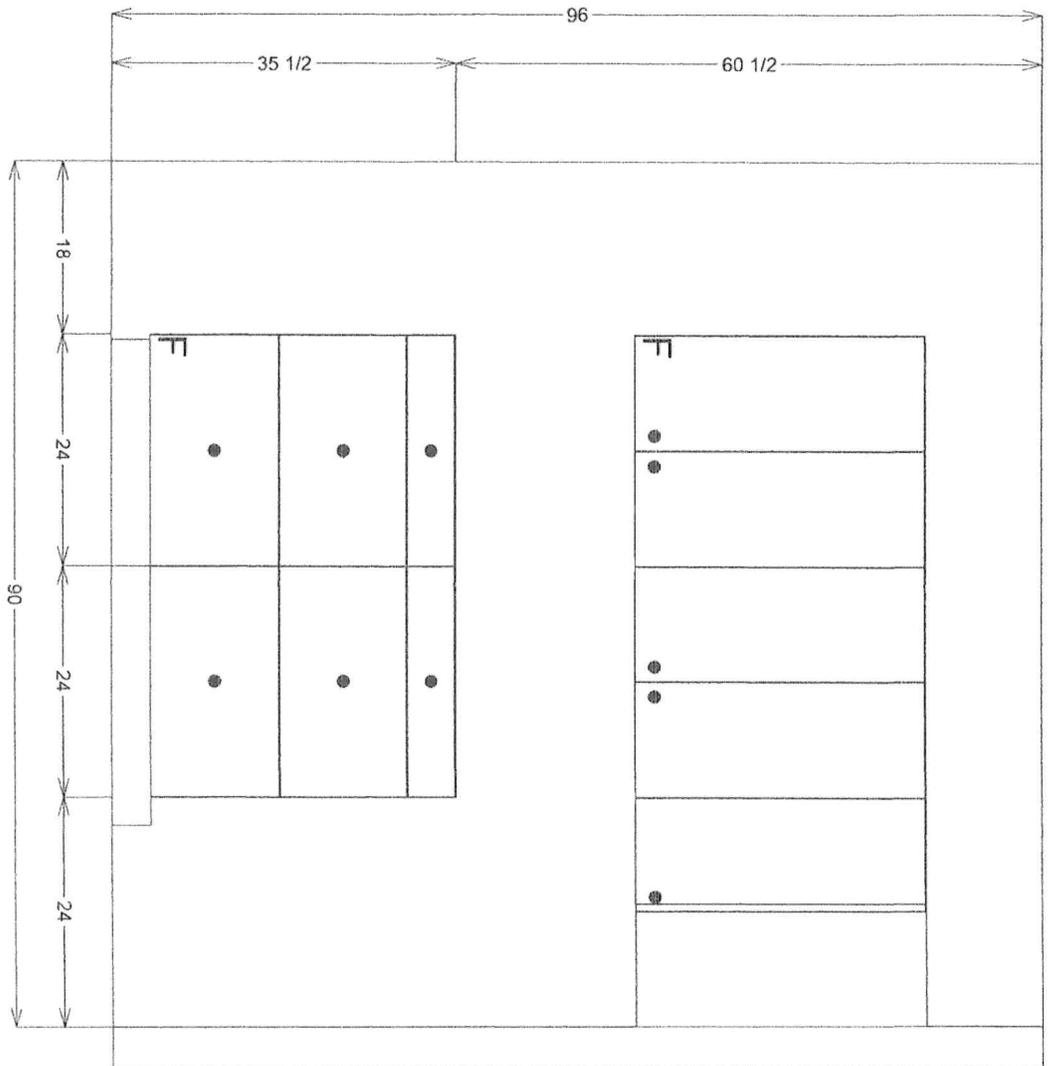
Scale:

DWG. By:

Date: 05/21/24

Sheet #

Sheet 1



Phone: Fax:

Approved

Rejected (As Noted)

Name: HAYNIE32124

Address:

City:

Job #: Job

Title: Default

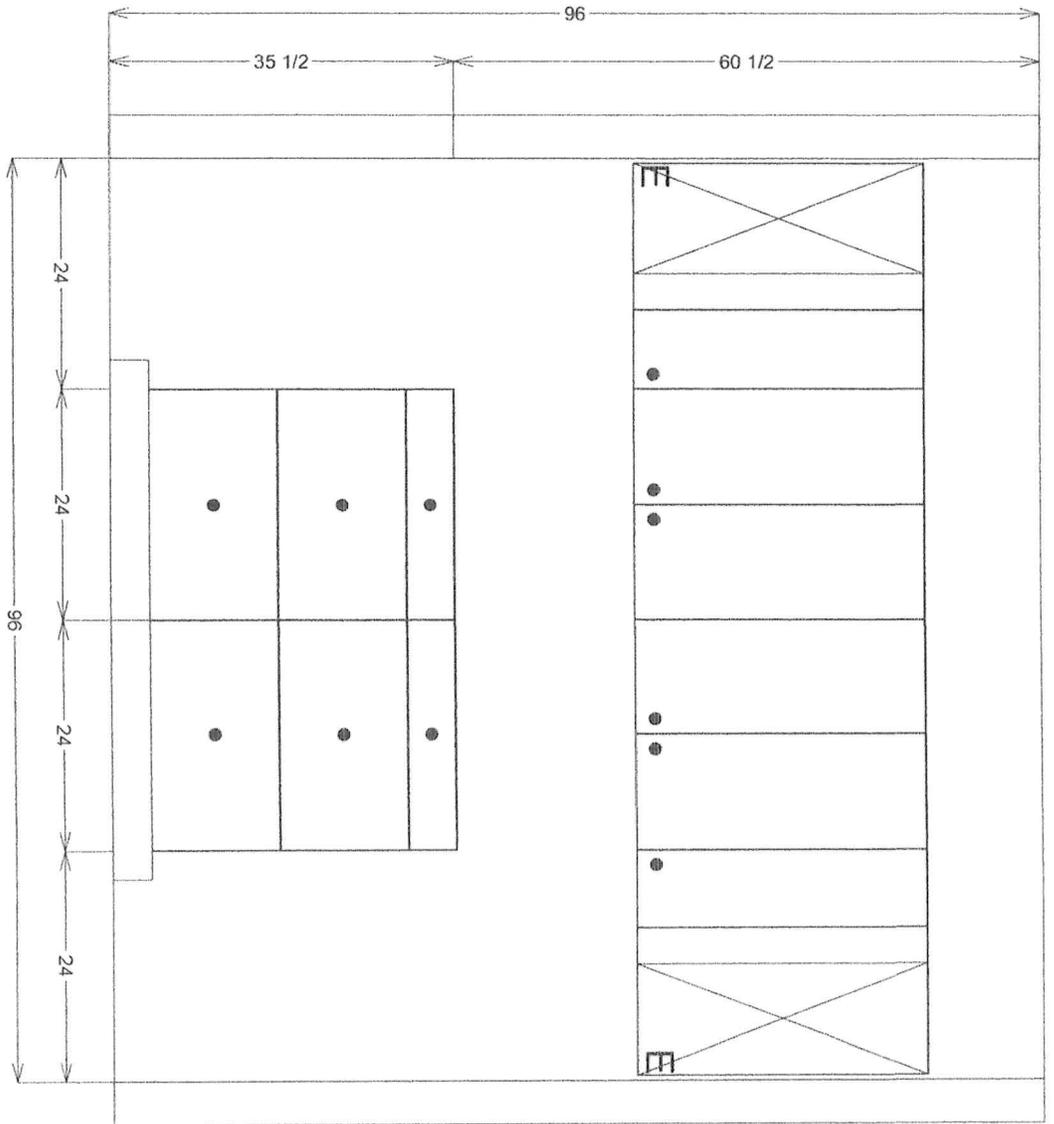
Scale:

DWG. By:

Date: 03/21/24

Sheet #

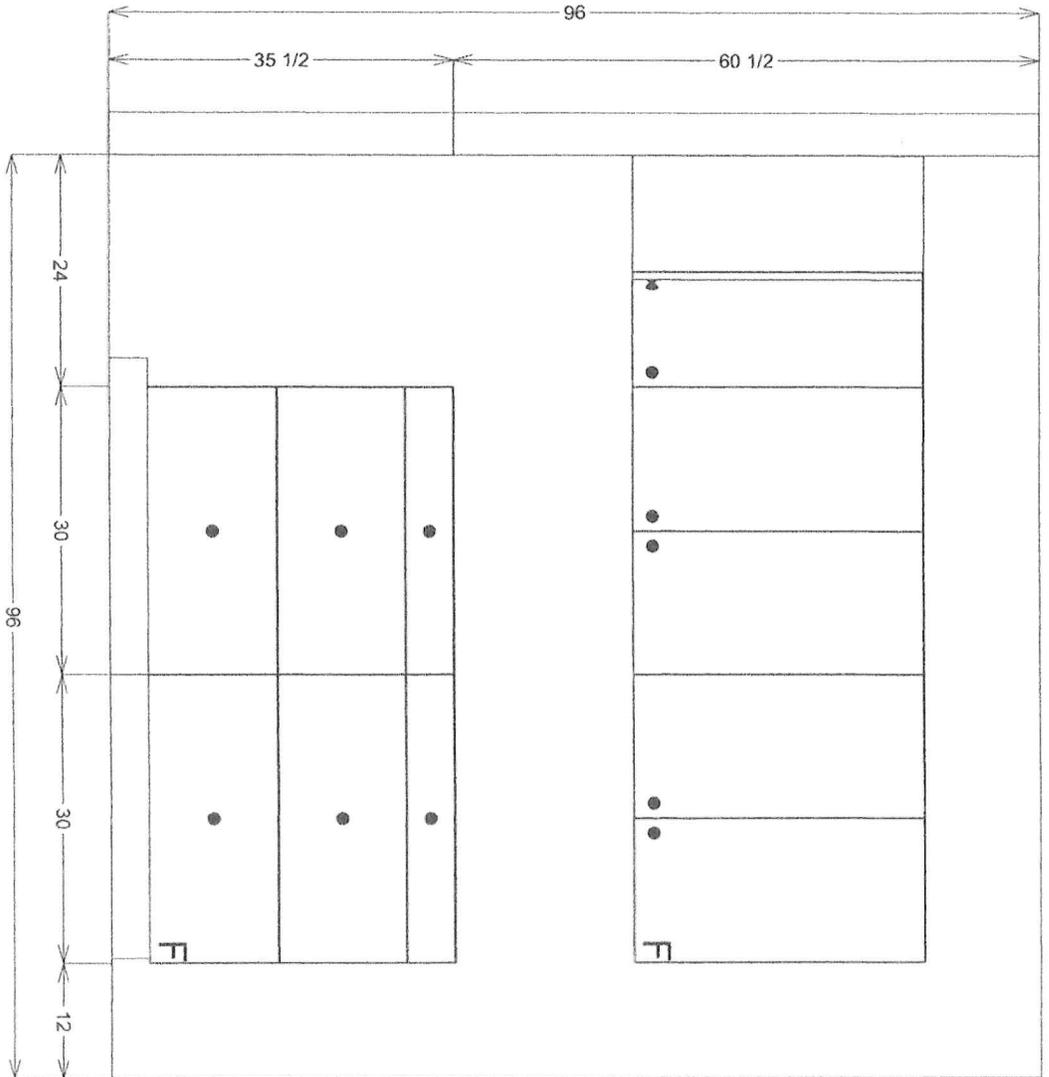
Sheet 2



Phone: Fax:

Approved
 Rejected (As Noted)

| | | | |
|-------------------|--------|----------------|--|
| Name: HAYNIE32124 | | Title: Default | |
| Address: | | Scale: | |
| City: | State: | DWG. By: | |
| Job #: Job | | Date: 03/21/24 | |
| | | Sheet # | |
| | | Sheet 3 | |



Phone: Fax:

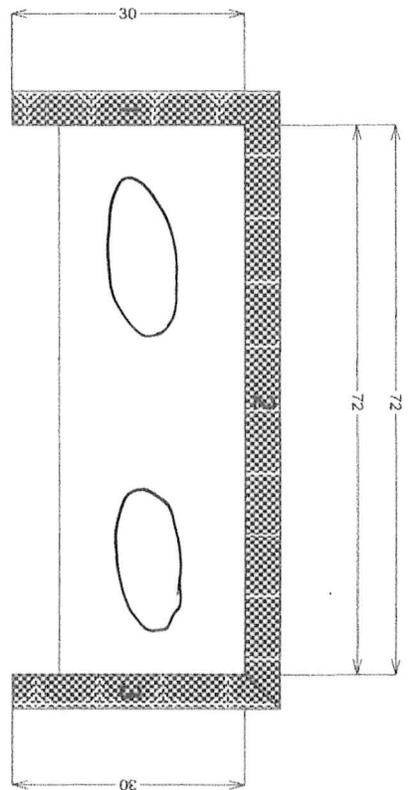
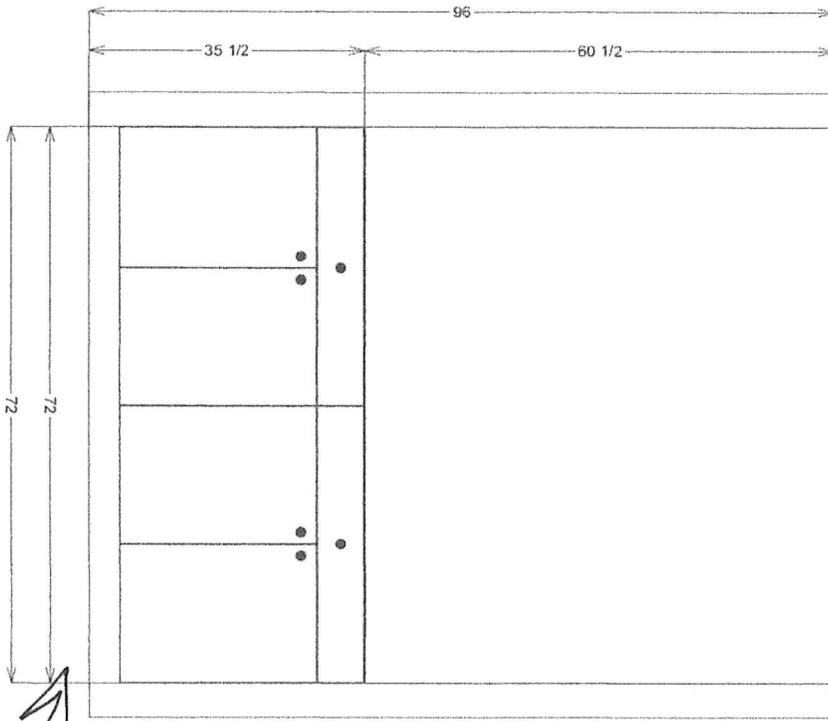
Approved
 Rejected (As Noted)

Name: HAYNIE52124
 Address:
 City:
 State:
 Job #: Job

Title: Default
 Scale:
 DWG. By:

Date: 03/21/24
 Sheet #
 Sheet 4

of 6



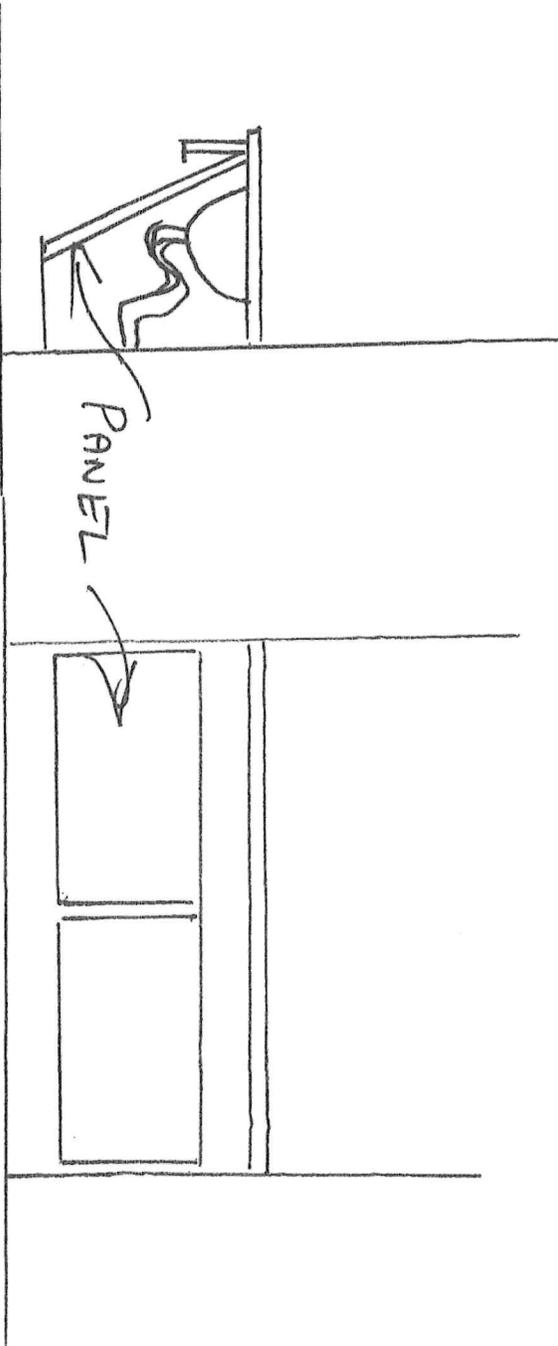
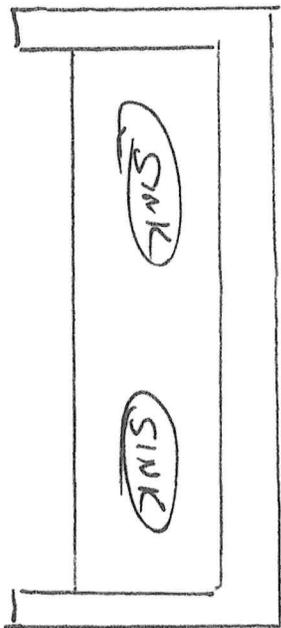
VANITY
OPTION #1

Phone: Fax:

Approved
 Rejected (As Noted)

| | | | |
|-------------------|--------|----------------|--|
| Name: HAYNIE32124 | | Title: Default | |
| Address: | | Scale: | |
| City: | State: | DWG. By: | |
| Job #: Job | | Date: 03/21/24 | |
| | | Sheet # | |

Sheet #
Sheet 5



OPTION # 2 VANITY

Phone: Fax:

Approved
 Rejected (As Noted)

| | | | |
|--------------------|--------|----------------|----------------|
| Name: | | Title: Default | |
| Address: | | Scale: | Date: 03/21/24 |
| City: | State: | DWG. By: | Sheet # |
| Job #: HAYNIE32124 | | | Sheet 6 |



LG Hausys

DISTRIBUTED BY:



Pike's Peak Quick Ship Colors



1360 Grey Walnut



1362 Feathered Oak



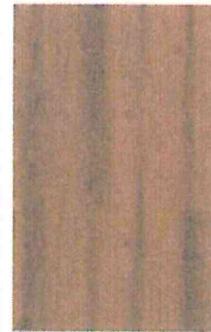
1361 Barn Oak



1363 Grey Hickory



1367 Antique Walnut



1365 Golden Brown Oak

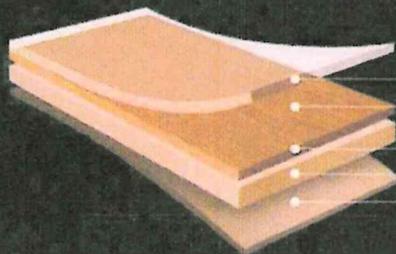
PIKE'S PEAK LVP

- 20 mill wear layer
- 2.5mm thick
- 7" x 48" plank size
- 41.85 sq ft. per carton
- 18 pcs per carton
- 60 cartons per pallet

PRODUCT FEATURES

- Enhanced UV urethane coating
- 10 year commercial warranty
- Rated for heavy commercial traffic
- Recycled content = 100% virgin vinyl
- FloorScore certified for low VOCs
- Phthalate and heavy metal free
- Full spread adhesive
- Approved adhesives:
 - Mapei 373 and 399
 - Taylor Pinnacle and Dynamic both PSA and semi-wet set
 - Taylor Resolute for wet set application

Basic Construction



- PUR Surface Treatment
- Wear Layer
- Printed Layer
- Base Layer
- Balance Layer



1360 / GREY WALNUT



LG Hausys America, Inc.

895 Circle 75 Parkway Suite 1500
Atlanta, GA 30338
Tel: 678-488-8229 Fax: 678-430-8229

LG HAUSYS FLOORS 2.5MM/20MIL DRYBACK SPECIFICATION

| COLLECTION NAME | Pike's Peak | | |
|---|--|---|------------------------|
| SELLING STYLE #(s) | Pike's Peak | | |
| TOTAL # SKU'S(COLORS) | 18 (Plank 14, Tile 4) | | |
| PRODUCT SPECIFICATIONS / CONTENT / CERTIFICATIONS | DETAILS | ADDITIONAL INFORMATION | |
| Thickness | 2.5mm (0.098 in) | | |
| Wear Layer | 20mil (0.5mm) | | |
| Glass Fiber | No | | |
| Finishing / Coating | Enhanced UV Urethane Coating | | |
| Nominal Dimensions (inches) | Plank(7" x 48"), Tile(12" x 24") | | |
| Actual Dimensions (inches & mm) | Plank(180mm x 1200mm), Tile(300mm x 600mm) | | |
| Micro-Beveled | No | | |
| Class / ASTM F1700 | Class III Printed Film vinyl tile - Type B(embossed) | | |
| Backing Class | Commercial Grade | | |
| Gloss Level | 5-12 | | |
| Commercial Traffic | Heavy Commercial | | |
| Added Antimicrobial | No | | |
| Recycled Contents | 100% Virgin Vinyl | | |
| Backstamp info | None | | |
| CE Certification | Yes | | |
| PACKING SPEC'S | DETAILS | | ADDITIONAL INFORMATION |
| | Plank(7"x 48") | Tile(12" x 24") | |
| Pallet Dimensions (L x W x H) | 1,260 x 1,010 x 157 (mm) | 1,260 x 1,010 x 157 (mm) | |
| Square feet per plank/tile [formula field] | 2.325 | 1.938 | |
| Square feet per carton | 41.850 | 42.625 | |
| Square feet per pallet | 2,511.005 | 3,069.006 | |
| Square feet per container [formula field] | 40,176.079 | 42,966.084 | 20 foot container |
| Weight per sq ft(lbs) [formula field] | 0.878 | 0.878 | |
| Weight per plank/tile (lbs/plank) | 2.041 | 1.701 | |
| Weight per carton (lbs) | 36.742 | 37.422 | |
| Weight per pallet (lbs) | 2,204.496 | 2,694.384 | |
| Weight per container (lbs) | 35,271.936 | 37,721.376 | |
| Pieces per box | 18 | 22 | |
| Boxes per pallet | 60 | 72 | |
| Box Type | | | |
| Pallet per container | 16 | 14 | |
| Boxes per container [formual field] | 960 | 1008 | |
| PRODUCT PERFORMANCE / TESTING | PERFORMANCE | ASTM REQUIREMENT | |
| ASTM F2055 Size and Tolerance | Passes | As specified 0.016 in./lin.ft | |
| ASTM F386 Thickness | Passes | As specified 0.005 in./lin.ft | |
| ASTM F2055 Squareness | Passes | Max. 0.010 in. | |
| ASTM F1914 Residual Indentation | Passes | Avg. < 8% | |
| ASTM F137 Flexibility | Passes 6mm mandrel | 1 in (25.4mm) mandrel / no crack or break | |
| ASTM F2199 Dimension Stability | Passes | < 0.020in./ft | |
| ASTM F925 Chemical Resistance | Passes | No change/Slight change | |
| ASTM F1514 Resistance to Heat | Passes | < 8 (delta E) avg. | |
| ASTM F1515 Resistance to Light | Passes | < 8 (delta E) avg. | |
| ASTM E648 Critical Radiant Flux | Class 1 | Class 1 (< 0.45 W/cm ²) | |
| ASTM E662 Optical Smoke Density | Passes | < 450 | |
| ASTM C1028 Slip Resistance | Passes | ADA Compliant(> 0.50) | |
| ASTM F970 Static Load | 1000 psi | 250 psi(< 0.005") | |
| TECHNICAL INFORMATION / DOCUMENTS | DETAILS | ADDITIONAL INFORMATION | |
| Product Warranty | 10 years for Commercial | | |
| Installation Method | Full spread | | |
| Approved Installation Methods | Above, Below, and On-Grade | | |
| Recommended Adhesive(s) | Any approved LVT adhesive | | |
| Polished Required (Y/N) | None | | |

DAVE HAYNIE
P.O. Box 178
McCloud, OK 74851

Cell: 405.834.5888

davhaynie@aol.com

INTRODUCTION & EXPERIENCE: The wide range of construction experience is detailed below, including managing and maintaining project schedules, coordinating with subcontractors and suppliers, along with experience in the specific skills listed below.

- | | | |
|--------------------------------|-------------------------------|-------------------------------|
| • Construction Superintendent | • Demolition/Remodel | • Concrete Slabs |
| • Job Coordination/Supervision | • Pre-Engineered Metal Bldgs. | • Concrete & Asphalt Paving |
| • Site Work/Layout & Grades | • Wood Frame Buildings | • Concrete Curb & Gutter |
| • Soil Stabilization | • Masonry Buildings | • Concrete Demo/Replace |
| • Building Foundations & Pads | • Structural Steel Buildings | • Structural Concrete & Steel |
-

PROJECTS:

- 2020: General Contractor over demolition and remodel of *Lillard Absentee Shawnee Tribe of Oklahoma Emergency Food Distribution Center & First Responders Project*, Shawnee, OK.
 - 2019: Superintendent over *Multipurpose Building Parking Lot*, Absentee Shawnee Tribe of OK.
 - 12/2016 – 12/2018: Field Superintendent for Nabholz Construction in the construction of the new *Seiling Public Schools Project*, Seiling, OK (\$20M Project).
-

PREVIOUSLY: Owner/Manager of Oklahoma construction company, encompassing Project Estimating, Bidding, Coordination/Supervision of Site work, Soil Stabilization, Utilities, Foundations, Concrete Building Slabs, Concrete and Asphalt Paving (streets, parking lots), Concrete Curb & Gutter, Structural Concrete, New Construction, Demolition/Remodel.

Construction Projects done in PA, LA, AR, TX, and OK:

| | <u>Valuation</u> |
|--|------------------|
| ▶ Aids Research Ctr, Philadelphia, PA (supervised 20-man framing & drywall crew) | \$ 1.0M |
| ▶ Wal-Mart & Sam's Club, Slidell, LA (350K SF concrete paving; 8K LF curb) | \$ 1.0M |
| ▶ Love's Country Stores: Paving & sitework (new and rehab work) | \$ 3.0M |
| ▶ Seminole Indian Nation, OK: Rolling Meadows Phase I & II; Homestake Retirement Village (Site work, soil stabilization, utilities, building pads, paving) | \$ 1.5M |
| ▶ Concrete work Central OK: Slipped 220000+ LF concrete curb & gutter | \$ 1.7M |

Project Superintendent - Turn-Key Projects in AR and TX:

| | <u>Valuation</u> |
|--|------------------|
| ▶ Best Buy Store, North Little Rock, AR | \$ 1.6M |
| ▶ Best Buy Store, Fort Smith, AR | \$ 1.8M |
| ▶ AR Sports Medicine Clinic, Little Rock, AR | \$ 3.0M |
| ▶ Pulaski County Central Health Care Unit, Little Rock, AR | \$ 6.0M |
| ▶ Stephens, Inc. Bldg (Extensive Remodel of Offices/Floors), Little Rock, AR | \$ 10.25M |
| • <i>Concurrent Projects Managed during Stephens Remodel Project:</i> | |
| - Stagebase Shopping Center, Little Rock, AR | \$ 750,000 |
| - Westside Shopping Center, Little Rock, AR | \$ 900,000 |
| ▶ Paramount Building, Little Rock, AR | \$ 6.5M |
| ▶ Bowman Curve Shopping Center (1), Little Rock, AR | \$ 2.9M |
| • <i>Concurrent Project:</i> - Fidelity Plaza Office Bldg, Little Rock, AR | \$ 3.5M |
| ▶ Wendy's Restaurant, Portland, TX | \$ 850,000 |
| ▶ OMNI Office Building, Little Rock, AR | \$ 2.25M |
| ▶ Kavanaugh Corners Mini Mall, Little Rock, AR | \$ 1.0M |
| ▶ Financial Park Place Office Building, Little Rock, AR | \$ 3.5M |



Responding Bidder Information

"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.

1. RE: Solicitation # Seminole State College Nursing Simulation LAB RENOVATION

Bidder General Information:

FEI SSN: 47-5119660 Supplier ID: _____
Company Name: DAVE HAYNIE LLC

Bidder Contact Information:

Address: P.O. Box 178
City: McLoud State: OK Zip Code: 74851
Contact Name: DAVE HAYNIE
Contact Title: OWNER
Phone #: 405-834-5888 Fax #: —
Email: davhaynie@aol.com Website: —

Oklahoma Sales Tax Permit¹:

- YES – Permit
#: STS-15450442-04
 NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

Registration with the Oklahoma Secretary of State:

- YES - Filing
Number: 3512521940
 NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

- YES – Include with the bid a certificate of insurance.
 NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.²

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

² For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

Disabled Veteran Business Enterprise Act

- YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

David T. Haynie

Authorized Signature

3-25-2024

Date

DAVID T. HAYNIE

Printed Name

OWNER

Title



Certification for Competitive Bid and/or Contract (Non-Collusion Certification)

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: _____ Agency Number: _____

Solicitation or Purchase Order #: Seminole State College Nursing Simulation Lab Renovation

Supplier Legal Name: DAVE HAYNIE LLC

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

- 1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor'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 procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

- [X] the competitive bid attached herewith and contract, if awarded to said supplier;
OR
[] the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

David T. Haynie
Supplier Authorized Signature

03-25-2024
Certified This Date

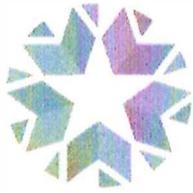
DAVID T. HAYNIE
Printed Name

OWNER
Title

405-834-5888
Phone Number

davhaynie@adl.com
Email

Fax Number



DAVE HAYNIE LLC
PO BOX 178
MPCLOUD OK 74851-0178

Date Issued: October 19, 2023
Letter ID: L1100519360
Taxpayer ID: **-***9660

TRO

Licenses/Permits at this Location
SALES TAX PERMIT

County POTTAWATOMIE COUNTY

Holders of an Oklahoma Sales Tax Permit will find notice of penalties for violation of the Oklahoma Sales Tax code at tax.ok.gov

If the sales tax permit at this location becomes invalid then all associated permits will become invalid. If the business changes location or ownership or is discontinued for any reason, this permit must be returned to the Oklahoma Tax Commission for cancellation WITH AN EXPLANATION ON THE REVERSE SIDE.

Sales Account ID
STS-15450442-04

Site Permit Number
796041216

| Business Location | Industry Code | City Code | Site Effective | Expires |
|---|----------------------|------------------|-----------------------|----------------|
| DAVE HAYNIE 35601 MOCCASIN TRAIL RD MPCLOUD OK 74851-8277 | 423810 | 6388 | May 1, 2020 | May 1, 2026 |

PLEASE POST IN CONSPICUOUS PLACE

Mark Wood, Chairman
Shelly Paulk, Vice-Chairman
Charles Prater, Secretary Member

Non-Transferable



OKLAHOMA WORKERS' COMPENSATION COMMISSION

1915 N STILES AVE STE 231 · OKC, OK · 73105 · (405) 522-3222 · WCC.OK.GOV

Tulsa office · 201 Executive Center 5th Fl, 201 West 5th Street · Tulsa, Oklahoma 74103 · (918) 295-3732

AFFIDAVIT OF EXEMPT STATUS UNDER THE ADMINISTRATIVE WORKERS' COMPENSATION ACT

Affidavit Number: AES2023-034153
Effective Date: 08/14/2023,
Expiration Date: 08/14/2025, 12:01AM
Filing Type: New



I, **DAVID THOMAS HAYNIE**, state under penalty of perjury, as follows:

1. I, **DAVID THOMAS HAYNIE**, in my individual capacity or operating as **DAVE HAYNIE LLC**, have read, signed and attached the Exempt Status Fact Sheet and understand the definition of "employee" and specific exceptions to that definition found in 85A O.S. §2(18). I also understand that an Independent Contractor is one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work. A Contractor may be either (i) the owner of a project or job or (ii) an Independent Contractor in any tier who has subcontracted with a subcontractor.
2. I understand that based upon the representations in this Affidavit of Exempt Status ("Affidavit"), I am requesting that the recipient of this Affidavit consider my business to either (i) be exempt from the definition of "employee" or (ii) be that of an independent contractor, and that no workers' compensation insurance premium be charged for the services performed by my business. I do not want workers' compensation insurance and understand that I am not eligible for workers' compensation on benefits.
3. In the event changed circumstances make securing compensation pursuant to the requirements of the Administrative Workers' Compensation Act necessary, I will execute and file a Cancellation of Affidavit of Exempt Status with the Workers' Compensation Commission. I will obtain workers' compensation and employers' liability insurance for my employees if I have employees, unless they are otherwise exempt from the requirements of the Administrative Workers' Compensation Act.
4. The information I have provided is not the result of force, threats, coercion, compulsion or duress.
5. I understand that the execution of this Affidavit, if I am an independent contractor, shall establish a conclusive presumption that I am not an employee for purposes of the Administrative Workers' Compensation Act.
6. I understand that the execution of this Affidavit shall not affect the rights or coverage of any employee of the individual or business executing this Affidavit.
7. I understand if any contractor or its insurer shall become liable under the Administrative Workers' Compensation Act for the payment of compensation due to a compensable work related injury of my employee(s), the contractor or its insurer may recover from me the amount of such compensation paid or for which liability is incurred.
8. I understand that knowingly providing false information on an executed Affidavit of Exempt Status shall constitute a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000.00).

Affiant Signature

I declare under PENALTY OF PERJURY that I have examined all statements contained herein, and to the best of my knowledge and belief, they are true, correct and complete.

| | |
|--|-------------------------|
| Affiant Name: DAVID THOMAS HAYNIE | Title: OWNER |
| Business Name: DAVE HAYNIE LLC | FEIN: 47-5119660 |
| Email: DDHAYNIE@AOL.COM | |
| Affiant Signature: <i>David Thomas Haynie</i> | Date: 08/14/2023 |

Any person who commits workers' compensation fraud, upon conviction, shall be guilty of a felony punishable by imprisonment, a fine or both.

EXEMPT STATUS FACT SHEET

Pursuant to 85A O.S., §36, any individual or business entity that is not required to secure compensation under the requirements of the Administrative Workers' Compensation Act (AWCA) may execute an Affidavit of Exempt Status. **Those who are unsure as to whether they may lawfully submit an Affidavit of Exempt Status should seek competent legal advice.**

Employee: 85A O.S., §2(18): The definition of "employee" includes any person, including minors, in the service of an employer under any contract of hire or apprenticeship, written or oral, expressed or implied. It excludes those whose employment is casual and not in the course of the trade, business, profession, or occupation of his or her employer. Additional, specific exceptions may be found in 85A O.S. §2(18)(b).

Independent Contractor: The AWCA does not define "independent contractor." Oklahoma law considers an independent contractor to be one who engages to perform certain services for another, according to his or her own manner and method, free from control and direction of his or her contractor in all matters connected with the performance of the service, except as to the result or product of the work. Independent Contractors are not "employees" for purposes of the AWCA.

Below are statements to help you decide if you are an independent contractor. **No one statement is controlling, and your status is based on all the facts in your situation.**

1. The nature of the contract between you and the contractor. For example: Is there a written contract where you agree that you are an independent contractor? Are you a corporation or limited liability company? Do you maintain commercial general liability insurance or other business insurance?
2. The contractor exercises very little control over your work. For example: By the agreement, can the contractor exercise control on the details of the work or your independence? Do you exercise control over most of the details of the work? Do you create plans or specifications for the job? Do you set your own work hours?
3. You are engaged in a distinct occupation or business for others. For example: Do you work for companies or individuals other than the Contractor? Do you work for competitors of the Contractor? Does your business have a logo or uniform?
4. Your job is the kind of occupation where the work is usually performed by a specialist without supervision, and not under the direction of the contractor. For example: Does the Contractor supervise your work?
5. Your occupation requires special skills, license, education or training.
6. The contractor does not supply the things needed to perform your job such as the tools and the place of work. For example: Do you supply any of the materials or tools for the work? Do you operate a vehicle owned by the contractor? Do you perform the work at your business or the contractor's business location or jobsite? Do you wear a uniform supplied by the contractor?
7. The length and duration of the job does not show that you are really an employee. For example: Is this a one-time job, or will you be doing this for the contractor regularly?
8. You are paid as a separate contractor, not as an employee. For example: Do you invoice the Contractor for your services? Are you paid by the job? Do you file a federal income tax return for your business? Do you expect to receive an IRS Form 1099 from the Contractor? Does the Contractor pay your expenses?
9. Your work is not the regular business of the employer. For example: Is your work customarily done in the Contractor's line of business or as part of the Contractor's daily work? Have you ever been an employee of the Contractor? Do you work with other people hired by the Contractor on the work you perform?
10. You do not consider yourself an employee of the contractor. For example: Will the Contractor withhold taxes or monies from your payment? Have you ever been an employee of the Contractor? Have you or your employees ever filed an insurance claim against the Contractor?
11. You do not have the right to terminate the relationship without liability. For example: If you quit before the job is finished, is there a penalty?



It is a crime to falsify the information on this form



Affinity Corp.

DEVELOP DESIGN CONSTRUCT

Clint Robertson

2701 Boren Blvd
Seminole, OK 74868

Dear Clint Robertson:

Please see below for an outline of the proposal for the work requested for the Maintenance Fleet Parking Lot Project at Seminole State College in Seminole, OK. Due to the recent volatility in the construction market we are only performing work on a cost plus fee basis at this time. An Estimated Costs of the Work is outlined below and any costs savings that can be realized during the course of construction will be returned 100% to you as the client. Please do not hesitate to contact me if you have any questions.

GMP BID SPECS

Inclusions:

- **Modifications of existing grade as necessary to level for the new parking lot per the attached layout plan.**
- **Sawcut and removal of existing angled slab on the North side of the parking lot for a square tie in.**
- **Provide and place a 5" thick concrete pavement design mix.**
- **Includes a 6' Tall Galvanized Chainlink Fence with 1 16' rolling gate. Placement TBD.**
- **Includes striping of parking area.**
- **All debris removal and cleanup is included.**

Bid proposal DOES NOT include:

- **ANY unforeseen conditions other than listed above**
- **No utilities or associated work in the area of the parking lot should any be encountered.**

| | |
|---|----------------------------|
| Estimated Costs of the Work with 100% savings returned to the Owner: | \$ <u>53,323.00</u> |
| Option 1: Install Black Vinyl Coated Chainlink Fence in lieu of Galvanized: | \$ <u>2,932.00</u> |
| Option 2: Install Keypad and Electric Opener (circuit to be ran from Maint. Barn): | \$ <u>8,750.00</u> |

Sincerely,

Joshua Goodson

Phone: 405.821.0917

Email: jg@buildwithaffinity.com

OFFICE OF THE SECRETARY OF STATE



**CERTIFICATE
OF
LIMITED LIABILITY COMPANY**

WHEREAS, the Articles of Organization of

AFFINITY CORPORATION LLC

an Oklahoma limited liability company has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



*Filed in the city of Oklahoma City this
24th day of March, 2017.*

Secretary of State



Liberty Mutual Surety
Attention: LMS Claims
P.O. Box 34526
Seattle, WA 98124
Phone: 206-473-6210
Fax: 866-548-6837
Email: HOSCL@libertymutual.com
www.LibertyMutualSuretyClaims.com

The Ohio Casualty Insurance Company
BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Affinity Corporation LLC

of 21572 Highway 102, Tecumseh, OK 74873

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Boston, Massachusetts (hereinafter called the Surety), as Surety, are held and firmly bound unto Seminole State College

of 2701 Boren Blvd, Seminole, OK 74818

(hereinafter called the Obligee) in the penal sum of Five Percent of Bid Amount

Dollars 5% of Bid Amount lawful money of

the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated March 25, 2024 for Motor Pool Secured Parking Lot

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and provide a bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and virtue.

Signed, sealed and dated: March 25, 2024

Affinity Corporation LLC
Principal

By: [Signature]

The Ohio Casualty Insurance Company



By: [Signature]

Carey L. Kennemer

(Attorney-in-fact)



February 29, 2024

Seminole State College is accepting bids for the following:

Motor Pool Secured Parking Lot

A secure parking lot is needed for motor pool vehicles. The pad should be built to hold vehicles up to 20,000lbs. The location on campus has already been selected. Please see the listing below and attached documents for details on expected construction:

- Level current ground to provide a stable foundation for the parking lot.
- Potential clearing and removal of obstructions such as trees, rock, etc.
- Potential demolition of small pad that currently exists or tying into the current pad.
- Install any needed reinforcements such as rebar, microfiber in concrete, etc)
- Install no less than a 5" pad (concrete preferred). If available, please include multiple material options that would still withstand the minimum weight noted above.
- Install no shorter than a 6' tall fence around the perimeter of the pad. Please include multiple material options.
- Install no smaller than a 16' gate entrance.
- Painting of yellow parking lines.
- Remove all debris and clean up included.

Optional Bid components

- Install keypad or means of automatic entry.
- Install security camera that covers the secured area.

Bids are due no later than 8:05 a.m. CST, Monday, March 25, 2024. If prepared in enough time, bids may be mailed to:

Seminole State College
Attn: Business Office – RFP
2701 Boren Blvd
Seminole, OK 74818-351

or hand delivered to the same address in a sealed envelope labeled "SSC Motor Pool Secured Parking Lot".

Bids will be opened inside the Hager Chapman room in the Walkingstick Building at 8:15 a.m. CST Monday, March 25, 2024.

For technical questions or to schedule a tour of the identified space, please contact Clint Robertson at 405-382-9241 or c.robertson@sscok.edu.

Seminole State College will be closed March 18-22, 2024. Seminole State College reserves the right to reject any and/or all bids.

Sincerely,
Mrs. Melanie Rinehart
Vice President of Fiscal Affairs
Seminole State College
405-382-9277
m.rinehart@sscok.edu

Approximately 60x60 on South End
Approximately 60x25 on North End





Certification for Competitive Bid and/or Contract (Non-Collusion Certification)

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: Affinity Corp, LLC Agency Number: _____
Solicitation or Purchase Order #: Motor Pool Secured Parking Lot
Supplier Legal Name: Joshua Goodson

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor'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 procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

OR

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Joshua Goodson
Supplier Authorized Signature

Joshua Goodson
Printed Name

305-821-0917
Phone Number

Fax Number

3-22-24
Certified This Date

Operations Mgr
Title

jq@buildwithaffinity.com
Email



Responding Bidder Information

"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.

1. RE: Solicitation # Motor Pool Secured Parking

Bidder General Information:

FEI / SSN : 82-2997263 Supplier ID: _____
Company Name: Affinity Corp, LLC

Bidder Contact Information:

Address: PO Box 805
City: Teaneck State: OK Zip Code: 79873
Contact Name: Joshua Goodson
Contact Title: Operations Mgr
Phone #: 405-821-0919 Fax #: _____
Email: ig@buildwithaffinity.com Website: buildwithaffinity.com

Oklahoma Sales Tax Permit¹:

- YES – Permit
#: N/A
- NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

Registration with the Oklahoma Secretary of State:

- YES - Filing
Number: 82-2997263
- NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

- YES – Include with the bid a certificate of insurance.
- NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.²

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

² For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/insurance/index.html>

Disabled Veteran Business Enterprise Act

YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.

NO – Do not meet the criteria as a service-disabled veteran business.



Authorized Signature

3-22-24

Date

Joshua Goodson

Printed Name

Operations Mgr

Title

**RFP INSTRUCTIONS AND CONDITIONS GOVERNING THE PROPOSAL
(Proposal Instructions, Organization, Preparation, Submission & Opening)**

A. Contractual Intent / Right to Terminate and Recomence RFP Process

The College intends to contract with one or more vendors whose proposals are considered to be in the best interests of the College. However, the College may terminate this RFP process at any time up to notice of award, without prior notice, and without liability of any kind or amount. Further, the College reserves the right to commence one or more subsequent RFP processes seeking the same or similar products or services covered hereunder.

B. Acceptance/Rejection

The College reserves the right to reject any or all proposals. Such rejection may be without prior notice and shall be without any liability of any kind or amount to the College. The College shall not accept any proposal that the College deems not to be in its best interests. The College shall reject proposals submitted after the closing date and time.

C. Vendor Understands of the RFP

The following process described is intended to ensure that all providers have equal access to information relative to this RFP. In responding to this RFP, the vendor accepts the responsibility fully to understand the RFP in its entirety, and in detail, including making any inquiries to the College as necessary to gain such understanding. SSC reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, the College reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding.

Related to this, the College's right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no-fault, cost, or liability whatsoever to SSC.

D. College Information Provided in Good Faith without Liability.

All information provided by the College in this RFP is offered in good faith. Individual items are subject to change at any time. SSC makes no certification that any item is without error. SSC is not responsible or liable for any use of the information, or for any claims attempted to be asserted there from.

E. Proposal Costs

SSC is not liable in any manner or to any extent for any cost or expense incurred by any vendor in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this RFP. Such exemption from liability applies whether such costs are incurred directly by the vendor or indirectly through the vendor's agents, employees, assigns or others, whether related or not to the vendor.

F. Determination of and Information Concerning Vendor's Qualifications.

SSC reserves the right to determine whether a vendor has the ability, capacity, and resources necessary to perform in full any contract resulting from this RFP. The College may request from vendors information it deems necessary to evaluate such vendors' qualifications and capacities to deliver the products and/or services sought hereunder. The College may reject any vendor's proposal for which such information has been requested but which the vendor has not provided. Such information may include but is not limited to:

- Financial resources
- Personnel resources
- Physical resources
- Internal financial, operating, quality assurance and other similar controls and policies
- Resumes of key executives, officers, and other personnel pertinent to the RFP
- Customer references
- Disclosures of complaints or pending actions, legal or otherwise, against the vendor

G. Mandatory Requirements

SSC has established certain mandatory requirements that must be included in the RFP response. The use of the terms "shall", "must" or "will" (except to indicate simple futurity) in this RFP indicate a mandatory requirement or condition, which by failure to meet or provide may be cause for the proposal response being deemed non-responsive. The word "should" or "may" in this RFP indicates desirable attributes of conditions

and is permissive in nature. Deviation from or omissions of such a desirable feature will not by itself cause a proposal to be non-responsive.

H. Effective Period of Proposals

Under this RFP, the College shall hold that vendors' responses to this RFP shall remain in effect for a period of ninety (90) days following the closing date, in order to allow time for evaluation, approval, and award of the contract. Any vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to the College, along with any proposed alternatives. The College may accept or reject such proposed alternatives without further notification or explanation.

I. Proposal Preparation and Organization

1. Proposal Response Guidelines.

The instructions set forth in this section prescribe the format to be followed by each vendor in the preparation and presentation of the RFP data. These instructions are to ensure that all pertinent information essential for evaluation is included.

- a) Vendors shall present proposals in a format that can be readily incorporated into a contract. Proposals are to be simply prepared in a manner designed to provide the College with a straightforward presentation of the Proposer's capability to satisfy the requirements set forth in this RFP. Vendors may present narrative proposals provided such proposals follow the same outline and numbering scheme of this RFP, including full descriptive cross-references to all requirements listed in the section titled "Specifications". Responses merely re-stating any provision and/or requirement and/or solely containing an acknowledgment or affirmation of any provision and/or requirement will be considered non-responsive to that requirement/provision unless otherwise provided herein.
- b) Although a detailed statement of need and requirements has been provided, this RFP is not intended to limit Proposers' innovations or creativity in preparing a proposal. Innovative ideas, new concepts and partnership arrangements other than those presented in this document may be considered. For example, these might include value added, unique business features, special services, discounts or terms and conditions specific to each respondent. All optional arrangements shall be described separately.
- c) SSC reserves the right to reject without prior notice and without liability of any kind or amount any proposal that it deems overly complex, disorganized, or difficult to evaluate. SSC reserves the right to make such a decision without any input or communication from any other party. The following specifies the items to be addressed in your proposal. Please read it carefully and address it completely and in the order listed to facilitate the College's review of your proposal.

2. Proposal Format Guidelines.

Proposal shall be organized into sections and tabbed accordingly as identified below. Proposals must be typed or printed on 8-1/2" x 11 paper. All pages of the proposal shall have the Vendor's name typed or entered in ink, preferably, in the upper left-hand corner. All insertions and attachments shall also identify the Vendor.

- a) Each Proposer must submit his/her Proposal and include the forms provided by SSC. All blank spaces in the Proposal forms must be typed or printed legibly. All signatures must be in ink and the base proposal amount of the total amount of the proposal must be stated in numerals.
- b) Proposal must include the name, address, phone, email and fax number of the person(s) to whom legal authorization has been given to negotiate agreement terms with the College and legally bind the proposing entity by signature of a written agreement with the College.
- c) Proposer must furnish a copy of all documentation materials on all equipment recommended for this project, including equipment warranty information. Elaborate brochures and other promotional materials beyond technical documentations are not requested, nor desired.
- d) Proposal shall contain the following:

- Section 1 Cover Sheet
- Section 2 Letter of Interest
- Section 3 Executive Summary
- Section 4 Exceptions to RFP (including conflict of interest disclosure)
- Section 5 Technical Proposal
- Section 6 Cost Proposal
- Section 7 Certifications & Forms
 - 1. SSC Purchasing Affidavit (Attach A)
 - 2. Vendor Qualification/Financial Resource Statement (Attach B)
 - 3. EEO Compliance (Attach C)
 - 4. References – (If Applicable)
 - 5. Performance/Payment Bond (If Applicable)
- Section 8 Certificate(s) of Insurance (evidence of insured)
- Section 9 Additional Information (Required or Optional) & Special Programs

e) Section Titles/Paragraph Headings. It is understood and agreed that the headings of the titles of sections or paragraphs used herein are for the purpose of facilitating ease of reference ONLY and shall not be construed to infer a contractual construction of language, and no way define, limit or describe the scope of intent of this document or any of its provisions.

f) Additional Information and Special Programs. In this section the vendor should include any additional information deemed necessary to support the RFP.

- 1) Proposal Innovation and Creativity. Describe any special incentive programs (i.e., rebate, leasing, window of opportunity, promotions, etc) designed to improve customer's access to products and services and to stay current with changes and improvements.
- 2) Involvement of Small Business Enterprises. Describe any programs, relationships, subcontracting or other initiatives where Small Business Enterprises are defined by the SBA will be utilized to satisfy the requirements of the RFP.

J. Errors & Omissions in RFP & Enhancements.

Vendors shall bring to the College's attention any discrepancies, errors, or omissions that may exist within this RFP. Vendors shall recommend to the College any enhancements in respect to this RFP, which might be in the College's best interests.

K. Exceptions to this Solicitation.

The Proposer must identify and list clearly and conspicuously any exceptions taken to any section(s) of this RFP. Proposer shall list these exceptions referencing the section and paragraph where the exception exists and identify the exception and the proposed working for the Proposer's exception. Proposer shall list these exceptions under the heading of "Exceptions to the Proposal. Exceptions that surface elsewhere and that do not also appear under the heading "Exceptions to the Proposal" shall be considered invalid and void and of no contractual significance.

L. Pricing and/or Revenue Proposal

Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this RFP. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this RFP. For any material departure from this condition, vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this RFP. If the vendor responds with an "All or None" proposal, it shall be clearly and unambiguously marked as such.

a) SSC may presume and hold as the vendor's final offer all pricing and/or revenue offerings, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, if not specified by the vendor. SSC may accept or reject in part or entirely the vendor's pricing and/or revenue offerings when such offerings are not on an all-or-none basis.

b) SSC prohibits the changing of pricing and/or revenue proposals after the RFP closing date and time.

c) Unless otherwise specifically proposed by the vendor, SSC reserves the right to hold such pricing and/or revenue proposal as effective for the entire intended contract term. The College may prescribe the manner and method of by which pricing and/or revenue offerings shall be communicated in the vendor's proposal. SSC may reject any proposal in which the pricing and/or revenue offering does not conform to such prescribed manner and method.

M. Proposal Pricing to Reflect College's Tax-Exempt Status

All prices must be submitted exclusive of any tax, including Federal Excise Tax and Oklahoma State Tax. SSC is exempt from all tax, including federal, state excise and other taxes imposed for services rendered and materials, equipment or parts supplied. The exemption authorities are Oklahoma State Tax Code, Title 68, Oklahoma Supplement 1994, § Article 13, Section 1356 and Federal Tax Exemption number 73-601-7987. When proof of tax-exempt status is required; vendors must include such a notation in their response to this RFP and the College will furnish a certificate.

N. Revisions to the RFP

SSC may revise any part of this Request for Proposal (RFP) for any reason by issuing addenda. Responses to inquires, which directly effect an interpretation or change to this RFP, will be issued in writing by an addendum (amendment). All such addenda issued by the College PRIOR to the closing date and time of this solicitation shall be considered part of the RFP, and vendor shall consider and MUST acknowledge receipt of such by returning one signed copy with the proposal. Only those responses to inquires which are made by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

O. Verbal versus Written Communication.

Verbal communication shall not be effective unless formally confirmed in writing by the SSC procurement official in charge of managing this RFP process. ***In all cases, no verbal communication will override written communication and only written communications are binding of the College.***

P. Attention to Terms and Conditions.

Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions portion of this RFP. The successful Vendor is expected to enter into a form of agreement approved by the Oklahoma State Regents of Higher Education. The Seminole State College Standard Terms and Conditions included in this RFP by reference are intended to be incorporated into this agreement. Proposals that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected.

Q. Required Signatures.

SSC may reject any vendor's response if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this RFP.

R. Corrections, Changes, and Providing Information on Forms within the RFP.

Vendors shall ensure that an authorized official initials each correction using pen and ink. Vendors shall use pen and ink in providing information directly on pages or copies thereof, contained within this RFP.

S. Collusion Prohibited.

In connection with this RFP, vendor collusion with other vendors or employees thereof, or with any employee of the College, is prohibited and may result in vendor disqualification and/or cancellation of award.

Any attempt by the vendor, whether successful or not, to subvert or skirt the principles of open and fair competition may result in vendor disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the College. Oklahoma law requires each Bidder/Proposer submitting a competitive bid to the State of Oklahoma for goods or services to furnish a notarized sworn statement of non-collusion to be valid.

T. Improper Business Relationships / Conflict of Interest Prohibited.

In connection with this RFP, each vendor shall ensure that no improper, unethical or illegal relationships or conflict of interest exists between or among the vendor, the College, and any other party to this RFP. The

proposal must disclose any conflicts of interest in connection with the proposal, college or any other perceived conflict. Failure to do so could result in a dismissal of the proposal/vendor. SSC reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not vendor disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the College.

U. Proposal Bond- If Applicable

A proper proposal security (a certified or cashier's check, or a surety bond utilizing the form contained in this RFP) in an amount equal to five percent (5%) of the total proposal price (base plus all options) must accompany each proposal when submitted unless otherwise specified.

V. Performance and / or Payment Bond – If Applicable

Successful vendor shall provide and pay for a performance and/or payment bond. Such bonds shall cover the faithful performance (100%) of the Agreement and the payment of all obligations (100%) arising hereunder, in such form as is contained in this RFP. The bond(s) must be satisfactory to the College, executed by a surety or insurance company licensed to do business in the State of Oklahoma with all fees current and shall be delivered within ten (10) days after the award of the contract by SSC. The successful vendor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power. The bond(s) shall stay in full force and effect throughout the term of the Contract. Should any surety become insolvent or cease to do business in the State or Oklahoma, the contractor shall immediately provide a new surety satisfactory to the College. No payment will be made under the contract until the new surety is qualified and bond(s) accepted by the College. The bond amount shall be increased to include any change order added to the Agreement to one hundred percent (100%) of the total of each change order.

W. Anti-kickback.

In compliance with FAR 52.203-7, the College has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.

X. Proposal Submission and Subsequent Opening

1. Time Requirements: To be considered for an award, sealed proposals MUST be submitted and received by Seminole State College via post mail or hand delivery, on or before the closing date and time specified in this RFP. ***NO LATE PROPOSALS WILL BE ACCEPTED.***

2. Opening. SSC shall, at the specified closing date and time, open all proposals that is otherwise in order. SSC will allow interested parties to attend such opening for purposes of identifying which vendors have responded. SSC will make no immediate decision at such time, and there will be no disclosure of any information contained in any proposal until after formal Notice of Award and execution of any contract resulting from this RFP. When multiple solicitations have been scheduled to open at the same date and time, the College will open solicitations that have interested individuals present in sequential order by solicitation number.

SSC will hold unopened any proposals received after the closing date and time and will not consider such proposals. SSC reserves the right to retain or dispose of such proposals at its discretion; however, the College may return such proposals to their related vendors, but only at such vendors request and at no cost or expense whatsoever to the College.

3. Withdrawal of RFP. Proposals may be modified or withdrawn PRIOR to the closing date and time of the RFP. Vendors may request in writing to withdraw their proposals after the RFP closing date and any time prior to selection and notice of award. SSC shall have sole authority to grant or deny such a request. In the event the College grants such a request, it may withhold issuing future RFP's to such vendors.

4. College's Right to Use Vendor's Ideas / Proprietary Information. If the vendor needs to submit proprietary information with the proposal, the vendor shall ensure it is enclosed in a separate envelope from the proposal and it is clearly designated and conspicuously labeled as such. SSC shall have the right to use any ideas that are contained in any proposal received in response to this

RFP, along with any adaptation of such ideas. Selection or rejection of the proposal shall *not* affect the College's right of use. Provided, however, the College will, in good faith, honor any vendor information that is clearly designated and conspicuously labeled as proprietary, and the College concurs the information is proprietary, that trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Procurement Officer and subject to limitations in Oklahoma or Federal law. **Pricing information cannot be considered proprietary.** The College shall not be liable in any manner or in any amount for disclosing proprietary information if such information is *not* clearly so designated and conspicuously so labeled. SSC shall not be liable if it did not know or could not have reasonably known that such information was proprietary.

5. Notification of Non-selection. The College reserves the right not to notify vendors whose RFP responses are not selected for further consideration or notice of award. If the College decides to notify such vendors in writing, it will send the notifications to the address indicated in each such vendor's proposal.

Y. Evaluation Process and Award.

The College will utilize an evaluation team for the evaluation of proposals to the RFP. The evaluation will include the overall response to the RFP and the responses to the Questionnaire that includes, pricing, on-line capabilities, services, technical proposal, references, past vendor performance and vendor experience. SSC must be confident that the respondent's system will perform and meet the needs of the College. All proposals must be complete and convey all information requested to be considered responsive. SSC will evaluate and make the award on the proposal that is determined to be the best value to the College. Evaluations of proposals will be evaluated based on point awards derived from the evaluation of the proposal weighted by the relative importance of the feature or questions.

1. Obligation to Select Lowest Pricing. The College is under no obligation whatsoever to select as most responsive the proposal that demonstrates the lowest pricing, however, pricing will be evaluated.

2. Selection, Negotiation, Additional Information. Although the College reserves the right to negotiate with any vendor or vendors to arrive at its final decision and /or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive vendor or vendors without further discussion, negotiation, or prior notice. The College may presume that any proposal is a best and final offer.

3. Pre-Award Presentations. The College reserves the right to require presentations from the highest ranked vendors, in which they may be asked to provide information in addition to that provided in their proposals.

4. Pre-Award Negotiations. The College reserves the right to negotiate prior to award with the highest ranked vendors for purposes of addressing the matters set forth in the following list, which may not be exhaustive.

- Obtaining the lowest and best pricing and/or revenue agreement
- Resolving minor differences and scrivener's errors
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from vendors

5. Errors and Omissions in Vendors Proposals. The College may accept or reject any vendor's proposal, in part or in its entirety, if such proposal contains errors, omissions, or other problematic information. SSC may decide upon the materiality of such errors, omissions, or other problematic information.

6. Apparent Conflicting Information Obtained by Vendor. SSC is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision herein, regardless of whether such information is obtained from any office, agent, or employee of the College. Such information shall not affect the vendor's risks or obligations under a contract resulting from this RFP.

7. Rejection of Vendor Counteroffers, Stipulations and Other Exceptions.

Any vendor exception, stipulation, counteroffer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the College and thereafter incorporated into any contract resulting from this RFP.

8. Method of Award. SSC reserves the right to establish the criteria by which it will evaluate each vendor's response to this RFP, and by which it will determine the most responsive, capable, and qualified vendor(s). a) Vendors whose proposals are not accepted will be notified after a contractual agreement exists between the College and the selected Proposer or when the College rejects all proposals. b) The contract will consist of the College's Request for Proposal, with any attachment(s) and all revisions, the notice of award letter, and/or purchase order, and/or the signed agreement between the parties, as stated in that agreement.

9. Evaluation Criteria

- a) **System Functionality** – Core functions, technical design, ease of use, application migration, system administration, user hardware/software/skill requirements, reporting capabilities
- b) **Cost** – Base cost of system, customization, annual maintenance, training of HR and client users, implementation costs including consultant expenses (travel, etc.)
- c) **Organization and References** – Demonstrated commitment to Human Resources and ability to provide five (5) higher education and/or other public sector references similar in size and scope to the College. Scoring will include any and all information directly obtained by SSC evaluation committee members, including financial stability of the vendor.
- d) **Services and Support** – Professional services, trials, consulting, training, help desk availability, installation, process for on-going support, costs associated with on-going services and support
- e) **Demonstrated interest** and understanding of this project and identification of all needs expressed in this RFP

Z. Public Record.

After the award and execution of a contract resulting from this RFP, vendors' proposals become public record and are available for review during the College's regular office hours. SSC will, in good faith and to the extent allowed by law, honor any vendor information that is clearly designated and conspicuously labeled as proprietary, and the College agrees that the information is proprietary. SSC shall not be liable in any manner or in any amount for disclosing proprietary information if such information is *not* clearly designated and conspicuously labeled. SSC shall not be liable if it did not know or could not have reasonably known that such information was proprietary.

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this seventh day of March, 2017, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

Initials: EFM _____ Cust

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

| <u>State of Vehicle Registration</u> | <u>Coverage</u> |
|---|---|
| Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont | \$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible |
| Florida | \$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible |
| All Other States | \$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible |

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence -

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights

under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By: _____
Title: _____

By: Jonathan Pearson
Title: Director of Fleet Management

Address: _____

Address: 3612 S Kelly Ave
Edmond Ok 73013

Date Signed: _____

Date Signed: _____

**SELF -INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage and Liability)**

This Addendum is made to the Master Equity Lease Agreement dated the seventh day of March, 2017, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any insurance policy of any kind with respect to any Vehicle; provided however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, then Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE:

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By:
Title:

By: Jonathan Pearson
Title: Director of Fleet Management

Date Signed:

Date Signed: _____, _____

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the seventh day of March, 2017, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and Southeastern Oklahoma State University (the "Company").

WITNESSETH:

- 1. ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

- 2. VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

- 3. BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

- 4. RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

- 5. NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

- 6. CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet

Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

- 7. **NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.
- 8. **FEES:** EFM will charge the Company for the service under this Agreement \$5.00 per month per Card, plus a one time set-up fee of \$0.00.
- 9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Oklahoma (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: _____ EFM: Enterprise Fleet Management, Inc.

By: _____ By: Jonathan Pearson
Title: _____ Title: Director of Fleet Management
Address: _____ Address: 3612 S Kelly Ave
Edmond Ok 73013

Date Signed: _____,

Date Signed: _____,

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this seventh day of March, 2017, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and Southeastern Oklahoma State University ("Lessee").

WITNESSETH

1. **LEASE.** Reference is hereby made to that certain Master Equity Lease Agreement dated as of the seventh day of March, 2017, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. **COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. **TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. **VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. **ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. **PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. **NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE:

EFM: Enterprise Fleet Management, Inc.

By:
Title:

By: Jonathan Pearson
Title: Director of Fleet Management

Address:

Address: 3612 S Kelly Ave
Edmond Ok 73013

Attention: _____

Attention: _____

Facsimile No.:

Facsimile No.: _____

Date Signed:

Date Signed: _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this day of July, 2017 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the day of July, 2017 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 3(e) of the Master Equity Lease Agreement is amended to read as follows:

Any rental payment or other amount owed by Lessee to Lessor which is not paid within ~~twenty thirty (2030)~~ days after its due date will ~~accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate")~~ be considered in default and the ~~Default Remedies~~ provision of Section 14 will apply.

Section 14(a) first paragraph of the Master Equity Lease Agreement is amended to read as follows:

if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ~~ten twenty (1020)~~ days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee;

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri-Oklahoma (determined without reference to conflict of law principles). Venue for any disputes or claims arising under this Agreement shall be within the courts of Oklahoma County District Court, Oklahoma.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the 15 day of July, 2017.

(Lessee)

By _____

Title: _____

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

Title: _____



EMERITUS STATUS REQUEST

SSC Policy on Emeritus status states that the Seminole State College Board of Regents, at its discretion, may honor recommendations of the President granting retired faculty, administrators, or professional staff members emeritus status after retirement. In evaluating candidates for this honorary status, consideration may be given to length of service, special recognitions and activities, and similar items related to performance.



DR. LINDA GOELLER
FORMER VICE PRESIDENT
FOR ACADEMIC AFFAIRS

Dr. Goeller worked at SSC for 12 years. Prior to serving as Vice President for Academic Affairs, she was a Professor of Mathematics, the Assessment Coordinator and chaired the STEM Division.

She earned her Ph.D. in Professional Studies/Mathematics Education from Oklahoma State University, her M.Ed. in Mathematics Education from Northeastern State University, and her B.S. in Accounting from Oklahoma State University.

For three years, she served on the Oklahoma State Regents for Higher Education Council on Instruction. On the Oklahoma Council of Teachers of Mathematics Board, she represents community colleges. She served on a number of committees on the SSC campus, including the Mathematics Division Degree Program Evaluation committee, Student Success Committee, and she chaired the Assessment of Student Learning Committee from 2014-2021.

She also received the Dale P. Parnell Distinguished Faculty Award at the 2019 American Association of Community Colleges annual convention in Orlando, Florida. The award is given to outstanding instructors who demonstrate a passion for classroom learning, show a willingness to support students both inside and outside of the classroom, and go above and beyond what is required to ensure the academic success of their students.

GENERAL POLICIES REGARDING COLLEGE PERSONNEL

The President of the College as Chief Executive Officer is hereby delegated authority by the Board of Regents for all employment decisions (excluding Vice Presidential positions) regarding hiring, assignment of personnel, promotion, designation of duties and job descriptions, discipline, termination, or any other personnel actions. For any position with the title of Vice President, Board approval is required prior to hiring or termination.

Seminole State College contracts with regular full-time professional staff and faculty on an annual basis. Except as provided in this policy for tenured faculty, contracting with an employee for one year does not imply that the employee will be contracted for any other time period. Non-contracted employees, including part-time and classified employees, are employed as needed at the will of the President. Nothing in this policy shall preclude employees from exercising their due process rights as outlined in the Policy manual.

NON-DISCRIMINATION POLICY

Seminole State College does not discriminate or permit discrimination by any member of its community against any individual based on the individual's race, color, religion, political beliefs, national origin, age (40 or older), sex, sexual orientation, genetic information, gender identity, gender expression, disability, or veteran status in matters of admissions, employment, financial aid, housing, services in educational programs or activities.

In compliance with and support of the following federal civil right laws:

- Title VI of the Civil Rights Act of 1964*, which prohibits discrimination based on **race, color, or national origin** (including **language**).
- Section 504 of the Rehabilitation Act of 1973*, which prohibits discrimination based on **disability**.
- Title IX of the Education Amendments Act of 1972*, which prohibits discrimination based on **sex** in education programs or activities.
- Age Discrimination Act of 1975*, which prohibits discrimination based on **age**.
- U.S. Department of Homeland Security regulation 6 C.F.R. Part 19*, which prohibits discrimination based on **religion** in social service programs.

College policy prohibits retaliation against a person for filing a complaint of discrimination or harassment under this policy or other applicable federal, state, or local laws. This policy also prohibits retaliation against any person who assists someone with a complaint of discrimination or harassment or who participates in any manner in an investigation or resolution of a complaint of discrimination or harassment.

PRESIDENTIAL SEARCH AND SELECTION

In the event of an opening in the position of President, the Chair of the Seminole State College Board of Regents has the responsibility and authority to oversee the presidential selection process. The Office of the President, in collaboration with the Faculty Senate Subcommittee on

Academic Issues, has developed a search and selection process, which may be utilized at the discretion of the Board. The Board may utilize other methods for recruitment and selection of a President.

EMPLOYMENT QUALIFICATIONS

Candidates for a teaching position in an academic, transfer-oriented, program should possess an appropriate academic degree from an acceptable training institution with prior teaching experience highly desirable. Typically a master's degree is required for a full-time teaching position in a traditional academic area. A doctoral degree is highly desirable.

In order to be employed in a teaching position in the occupational/technical areas, successful candidates must have proven capabilities in the field in which they propose to teach. Some college training, technical certification, and prior teaching experience are desirable.

Candidates for the various administrative positions must have a minimum of a master's degree or possess specialized training and experience. Experience in teaching or administration is required in the positions of Vice President for Academic Affairs, the Vice President for Student Services and deans. It is highly desirable that the candidate holds or be making progress toward a doctoral degree.

Candidates for other positions on campus should have good character, adequate skills for the tasks required and appropriate training and/or experience.

APPOINTMENT OF PERSONNEL

Initial Appointment

Full-Time Faculty, Administrative, and Program Employees

The President, upon recommendation from appropriate administrative personnel, makes initial appointment of regular, full-time faculty, administrative and professional staff. The President is also authorized to make temporary appointments as necessary.

Upon employment, the employee must file with the College: 1) a complete résumé which identifies all previous employment; 2) official transcripts of all college work and/or appropriate certificates; and 3) all other applicable federal and state employment forms.

Responsibilities

Each employee is expected to be knowledgeable of performance criteria for his/her particular position and with all rules, procedures, policies, and standards of conduct established. An employee who does not fulfill the responsibilities set out by such may be subject to corrective or disciplinary action.

New Employment Probationary Period

Newly hired employees who are not full-time faculty shall be placed in a six-month probationary period. Newly hired faculty shall be placed in a probationary period matching the length of their initial contract. The probationary period can be extended if warranted on the recommendation of their supervisor(s) and the approval of the President. If an employee persists in poor performance, a supervisor may recommend termination.

During the probationary period, employees serve at the will of the president and are subject to dismissal with or without cause at any time without prior notice. Recommendations for dismissals shall be recommended to the President for approval.

Upon promotion to a new classification, transfer, or demotion, employees may be placed in a six-month probationary period to allow the department supervisor a sufficient amount of time to measure the efficiency and productivity of the employee. Such probationary periods do not affect an employee's eligibility for accrual or use of College benefits.

Contract Renewals

The renewal of the President's contract will be considered at or before the January Board Meeting as appropriate, or as specified in the contract between Seminole State College and the President.

Tenure is considered a state of continuing employment. Tenured faculty members are protected from dismissal except for sufficient cause, for reasons of financial exigency, or change in institutional programs. Unless there is a change in institutional programming or a declaration of financial exigency by the Board of Regents of Seminole State College, contracts for tenured faculty shall be automatically renewed without written notification.

Any non-tenured faculty and professional staff members who the College does not intend to offer a contract for the coming year will receive notification by April 15th. For employees who will be rehired, salaries, benefits and other conditions of employment may be established by the President at a later time, prior to the issuance of contracts, which shall be automatically renewed without written notification. Classified employees are "at will" and serve at the pleasure of the president subject to dismissal with or without cause at any time. Classified staff shall receive notification of the conditions of their employment at the beginning of each fiscal year.

Authorization of Emeritus Status

The Seminole State College Board of Regents, at its discretion, may honor recommendations of the President granting retired faculty, administrators, or professional staff members emeritus status after retirement. In evaluating candidates for this honorary status, consideration may be given to length of service, special recognitions and activities, and similar items related to performance.

DATE OF ADOPTION: December 14, 2006 LEGAL REFERENCE:
REVISION DATE(S): October 27, 2011; October 25, 2012; March 26, 2015; January 18,
2018; August 15, 2019; January 21, 2020

RELATED ADMINISTRATIVE RULES AND REGULATIONS: _____

Program Modification Request Form

Complete this form for course deletions, changes to course titles, prefixes, descriptions, and SLOs (if changes are for the same program, please complete on one form except requests for new courses).

The form must be completed, signed, and attached to an updated degree plan and uploaded to the Curriculum Teams Site/FY23-24 Folder before it is presented at the next Curriculum Committee meeting.

Program Title:

Engineering Technology Associate in Applied Science

Change(s) requested (please be as detailed as possible):

Would like to add an option to offer an option to take **AGRI 2123 Agricultural Leadership** in place of **HUM 2333 Leadership Development through the Classics**. Changing the degree to give an option of either/or.

Originator

Date

Division Chair

Date

Date Approved by the Curriculum Committee:

Engineering Technology Associate in Applied Science

Degree Program Mentor

For additional information regarding this degree, contact the Degree Program Mentor.

Associate Professor,



Jarrod Tollett
Engineering/Physics
405-382-9217

j.tollett@sscok.edu

Division Office: 405-382-9266

Program Objective

The objective of the Engineering Technology Associate in Applied Science is to prepare students to enter the workforce as an Engineering Technician.

Requirements for Graduation

1. At least sixty-four designated semester credit hours.
2. Grade of "C" or better required in all Technical-Occupational Requirement courses.
3. Grade Point Average of 2.5 or better on Technical-Occupational Requirement courses.
4. Overall Grade Point Average of 2.0 or better.
5. Fifteen semester credit hours in attendance at SSC.
6. Completion of Graduate Exit Survey.

Please Note: Students who begin an Associate in Applied Science degree program are permitted to change to a transfer degree program should their goals change to include the pursuit of a four-year degree upon graduation from Seminole State.

General Education Requirements

20

| | | |
|-----------|---|---|
| GOV 1113 | American National Government | 3 |
| HIST 1483 | American History Survey to 1877 <u>or</u> | |
| HIST 1493 | American History Survey since 1877..... | 3 |
| ENG 1113 | Composition I | 3 |
| ENG 1213 | Composition II | 3 |
| CAP 1103 | Introduction to Computer Applications | 3 |
| MATH 1513 | Pre-Calculus for Eng-Phys-CS | 3 |
| STSC 1002 | Learning Strategies | 2 |

Technical-Occupational Field Support Requirements

11

| | |
|-----------|--------------------|
| MATH 1613 | Plane Trigonometry |
| PHYS 2114 | General Physics I |
| PHYS 2224 | General Physics II |

Technical-Occupational Field Requirements

33

| | |
|-----------|---|
| BA 1603 | Workplace and Cultural Competence |
| BA 2133 | Human Relations |
| BA 2423 | Business Ethics |
| ENGR 1113 | Introduction to Engineering |
| ENGR 1123 | Geometric Dimensioning and Tolerances |
| ENGR 1133 | Manual Machining Skills |
| ENGR 1143 | CAD-CAM |
| ENGR 2003 | Principles of Mechanical Design |
| ENGR 2013 | Principles of Electrical Design |
| ENGR 2903 | Engineering Technology Internship |
| AGRI 2123 | Agricultural Leadership <u>or</u> |
| HUM 2333 | Leadership Development through the Classics |

MINIMUM TOTAL HOURS REQUIRED FOR ASSOCIATE DEGREE

64

Students who want to position themselves to enter a Bachelor of Science in Engineering program once they enter the workforce should consider taking the following courses in addition to Major Field Requirements:

| | | |
|-----------|--|---|
| MATH 2215 | Calculus and Analytic Geometry I | 5 |
| MATH 2424 | Calculus and Analytic Geometry II..... | 4 |
| MATH 2434 | Calculus and Analytic Geometry III | 4 |
| PHYS 2211 | Calculus Based Physics I | 1 |
| PHYS 2231 | Calculus Based Physics II | 1 |

OKLAHOMA STATE REGENTS FOR HIGHER EDUCATION

Return by December 1, 2023

Electronic submission with President’s signature is preferred (to sbeauchamp@osrhe.edu).

Institution: Seminole State College

ACADEMIC CALENDAR FOR 2024-2025

NOTE: All schedules should include final exams

Summer 2024 Session:

| | |
|--|-----------------------------|
| Semester (14-week session) (begins and ends) | 5/6/2024 through 8/9/2024 |
| 10-week session (begins and ends) | 5/20/2024 through 7/25/2024 |
| 1 st 5-week session (begins and ends) | 5/20/2024 through 6/20/2024 |
| 2 nd 5-week session (begins and ends) | 6/24/2024 through 7/25/2024 |
| 6-week session (begins and ends) | 5/13/2024 through 6/20/2024 |
| 1-week session (begins and ends) | 6/24/2024 through 6/27/2024 |
| 8 -week session (begins and ends) | 5/20/2024 through 7/11/2024 |

Please list dates of all holidays/breaks (no classes)

| | |
|----------------|-----------------------------|
| Memorial Day | 5/27/2024 through 5/27/2024 |
| Juneteenth | 6/19/2024 through 6/19/2024 |
| Fourth of July | 7/4/2024 through 7/4/2024 |

| | |
|---------------|---------------------------|
| Semester ends | 5/6/2024 through 8/9/2024 |
|---------------|---------------------------|

Please add any additional short-term sessions offered at your institution:

(Please note the specific length of the short-term session in the shaded boxes)

| | |
|-------------------------------------|----------------------------|
| 4-week session (begins and ends) UB | 6/3/2024 through 6/27/2024 |
|-------------------------------------|----------------------------|

| | |
|--|---|
| Summer Commencement date (if applicable) | Click here to enter a date. |
|--|---|

Fall 2024 Semester:

| | |
|--------------------------------------|-------------------------------|
| 16-week Semester (begins and ends) | 8/19/2024 through 12/14/2024 |
| 12-week Semester (begins and ends) | 8/19/2024 through 11/8/2024 |
| 1st 8-week session (begins and ends) | 8/19/2024 through 10/11/2024 |
| 2nd 8-week session (begins and ends) | 10/14/2024 through 12/14/2024 |
| 4 week session (begins and ends) | 11/11/2024 through 12/14/2024 |

Please add any additional short-term sessions offered at your institution (if applicable):

(Please note the specific length of the short-term session in the shaded boxes)

Please list dates of all holidays/breaks (no classes)

| | |
|--|---|
| Labor Day | 9/2/2024 through 9/2/2024 |
| Fall Break | 10/17/2024 through 10/18/2024 |
| Thanksgiving | 11/27/2024 through 11/29/2024 |
| Semester ends | 8/19/2024 through 12/14/2024 |
| Fall Commencement date (if applicable) | Click here to enter a date. |

Spring 2025 Semester:

| | |
|--------------------------------------|-----------------------------|
| 16-week Semester (begins and ends) | 1/13/2025 through 5/10/2025 |
| 12-week Semester (begins and ends) | 1/13/2025 through 4/11/2025 |
| 1st 8-week session (begins and ends) | 1/13/2025 through 3/7/2025 |
| 2nd 8-week session (begins and ends) | 3/10/2025 through 5/10/2025 |
| 4 week session (begins and ends) | 4/14/2025 through 5/10/2025 |

Please add any additional short-term sessions offered at your institution (if applicable):

(Please note the specific length of the short-term session in the shaded boxes)

Please list dates of all holidays/breaks (no classes)

| | |
|--------------------------------|-----------------------------|
| MLK (virtual) | 1/20/2025 through 1/20/2025 |
| President's Day (virtual) | 2/17/2025 through 2/17/2025 |
| Spring Break | 3/17/2025 through 3/21/2025 |
| Interscholastic Meet (virtual) | 3/27/2025 through 3/27/2025 |

*****Note: Spring Break should be scheduled for the week that encompasses the third Wednesday in March*****

| | |
|--|----------|
| Spring Commencement date (if applicable) | 5/9/2025 |
|--|----------|

Alternative Schedules (please describe any alternative schedules not already indicated above)

Interessions (classes that meet between regularly scheduled semesters or that meet between summer session and fall semester, between fall semester and spring semester, or between spring semester and summer session):

| | Fall 2024 Interession (between summer 2024 and fall 2024) | Spring/Winter 2024- 2025 Interession (between fall 2024 and spring 2025) | Summer 2025 Interession (between spring 2025 and summer 2025) |
|--------------------|---|---|--|
| Interession begins | Click here to enter a date. | 12/16/2024 | Click here to enter a date. |
| Interession ends | | 1/10/2025 | Click here to enter a date. |

Summer 2024 (if applicable):

| | |
|---|-----------|
| Final add date 14-week classes: | 5/9/2024 |
| Final drop date 14-week classes: | 5/17/2024 |
| Final add date 10-week classes | 5/22/2024 |
| Final drop date 10-week classes: | 5/23/2024 |
| Final add date 1 st 5-week classes: | 5/20/2024 |
| Final drop date 1 st 5-week classes: | 5/23/2024 |
| Final add date 2 nd 5-week classes: | 6/24/2024 |
| Final drop date 2 nd 5-week classes: | 6/27/2024 |
| Final add date 4-week classes: | 6/3/2024 |
| Final drop date 4-week classes: | 6/5/2024 |
| Final add date 6-week classes: | 5/13/2024 |
| Final drop date 6-week classes: | 5/17/2024 |
| Final add date 1-week classes: | 6/24/2024 |
| Final drop date 1-week classes: | 6/24/2024 |
| Final add date 8-week classes: | 5/23/2024 |
| Final drop date 8-week classes: | 5/23/2024 |

Fall 2024:

| | |
|------------------------------------|-----------|
| Final add date 16-week classes: | 8/23/2024 |
| Final drop date 16-week classes: | 8/30/2024 |
| Final add date 12-week classes: | 8/22/2024 |
| Final drop date 12-week classes: | 8/28/2024 |
| Final add date 1st 8-week classes: | 8/21/2024 |

| | |
|-------------------------------------|------------|
| Final drop date 1st 8-week classes: | 8/23/2024 |
| Final add date 2nd 8-week classes: | 10/16/2024 |
| Final drop date 2nd 8-week classes: | 10/16/2024 |
| Final add date 4-week classes: | 11/11/2024 |
| Final drop date 4-week classes: | 11/14/2024 |

Spring 2025:

| | |
|---|-----------|
| Final add date 16-week classes: | 1/17/2025 |
| Final drop date 16-week classes: | 1/24/2025 |
| Final add date 12-week classes: | 1/16/2025 |
| Final drop date 12-week classes: | 1/23/2025 |
| Final add date 1 st 8-week classes: | 1/15/2025 |
| Final drop date 1 st 8-week classes: | 1/17/2025 |
| Final add date 2 nd 8-week classes: | 3/12/2025 |
| Final drop date 2 nd 8-week classes: | 3/13/2025 |
| Final add date 4-week classes: | 4/14/2025 |
| Final drop date 4-week classes: | 4/16/2025 |

Signature of President _____ **Date** _____