REQUEST FOR PROPOSAL (RFP)
RFP 16-10-20

for

Lawton - Fort Sill
Joint Land Use Study (JLUS)

RESPONSES DUE BY:

Thursday, October 20, 2016
3:00 P.M.

INSTRUCTIONS TO RESPONDENTS

1. Submit three (3) complete copies, including an ORIGINAL, SIGNED response and a one-page cover letter, plus the entire contents of the response on either a flash drive or a DVD to:

   Steve Kelly, CED Planner
   ASCOG
   P.O. Box 1647
   Duncan, OK 73534-1647

2. All appropriate supplements and/or samples must be included in your response.

3. **RESPONSES MUST BE RECEIVED NO LATER THAN <u>3:00 P.M. on Thursday, October 20, 2016</u>.**

4. **Responses received later than the date and time above will not be opened, and will not be considered in the response process.**

5. Responses must be returned in a **<u>SEALED</u>** envelope and/or package. **MARK ENVELOPE: RFP 16-08-01, Lawton – Fort Sill JLUS.**

6. The Association of South Central Oklahoma Governments (ASCOG) reserves the right to reject any, all or part(s) of responses and to waive defects in responses. Responses received after the deadline and/or received unsigned will not be considered for award and shall be considered void and unacceptable. ASCOG is not responsible for lateness or non-delivery of mail, carrier, etc. The responses will be date/time stamped when received, and this will be considered to be the official time of receipt. **No electronic or faxed versions will be accepted**.

7. Receipt of any response to this RFP shall under no circumstances obligate ASCOG to accept the lowest dollar proposal. The award of this Contract shall be made to the respondent whose response will provide the goods or services sought at the **<u>best value</u>** for the participants identified as stakeholders in this RFP, taking into consideration the relative importance of price and the other evaluation factors set forth in this Request for Proposal.

8. Responses cannot be altered or amended after the submission deadline. Any interlineation, alteration or erasure made before opening by ASCOG must be initialed by the signer of the submission, guaranteeing authenticity.

9. A response may not be withdrawn or canceled by the Respondent without the permission of ASCOG for a period of ninety (90) days following the date designated for the receipt of responses, and Respondent so agrees by submission of his/her response.

10. ASCOG is exempt by law from payment of Oklahoma Sales Tax and Federal Excise Tax.

11. All proposals meeting the intent of this RFP will be considered for award. Respondents taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions, and shall bind the Respondent to perform in strict accordance with the specifications in this RFP. ASCOG reserves the right to accept any, all or none of the exception(s) / substitution(s) deemed to be in the best interest of ASCOG.

12. Any interpretations, corrections or changes to this RFP and specifications will be made by attachment. Sole issuing authority of addenda shall be vested in ASCOG. Attachments will be loaded onto ASCOG's website at www.ascog.org and the city of Lawton's website at www.cityof.lawton.ok.us. Respondents shall acknowledge receipt of all addenda on the sealed envelope or package containing their proposal.

13. The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

14. A prospective respondent must affirmatively demonstrate that the respondent will provide goods or services at the **best value for the stakeholders**, based on the criteria provided herein. A prospective respondent must meet the following minimum requirements:

    a. Have adequate financial resources, or the ability to obtain such resources as required;

    b. Demonstrate the ability to deliver the specified services / products / deliverables;

c. Be able to comply with the required or proposed delivery schedule;

d. Have a satisfactory record of performance;

e. Have a satisfactory record of integrity and ethics; and

f. Be otherwise qualified and eligible to receive an award.

15. ASCOG may request representation and other information sufficient to determine respondent's ability to meet these minimum standards.

16. Respondents must comply with the provisions of Rule 4 Title 74E of the Oklahoma Statutes regarding conflict of interest issues.

17. ASCOG is aware of the time and effort Respondents expend in preparing and submitting responses to ASCOG. Respondents are responsible for notifying ASCOG of any requirements that may cause difficulty in responding to the RFP. ASCOG wants to facilitate participation so that all responsive vendors can fairly compete for ASCOG's business.

18. The terms respondent and consultant are used interchangeably within this document.

19. If you have any questions concerning this RFP and specifications, please contact Steve Kelly, ASCOG's CED Planner via email at kell_st@ascog.org.

GENERAL RESPONSE INFORMATION

1. ASCOG is currently accepting responses to provide consulting services to ASCOG for the Lawton - Fort Sill Joint Land Use Study (JLUS). The successful respondent shall execute a contract with ASCOG and perform services in accordance with the instructions, specifications, terms and conditions set forth in this Request for Proposal (RFP).

2. **RESPONSES MUST BE RECEIVED NO LATER THAN <u>3:00 P.M. on Thursday, October 20, 2016</u>.**

3. All appropriate supplements and/or samples must be included in your response. Carefully read and comply with all instructions, specifications, terms and conditions. Fill out all forms properly and completely. Incomplete responses will **not** be considered in the evaluation process.

4. All responses are required to have an original signature, signed in ink by an **authorized agent** of your company. RESPONSES THAT ARE RECEIVED UNSIGNED, NON-ORIGINAL, OR SIGNED IN ANYTHING OTHER THAN INK WILL NOT BE CONSIDERED FOR AN AWARD.

5. No oral, telephone, telegraphic, or facsimile responses will be accepted. Responses may only be accepted if delivered in person, by U.S. Postal Service, or other recognized carrier (Federal Express, UPS, etc.). Each respondent is responsible for taking the necessary steps to ensure his/her response is received by the date and time noted herein. ASCOG is not responsible for missing, lost or late mail or any mail delays, internal or external, that may result in the response arriving after the set time. Responses received late will not be opened and will not be considered in the evaluation process.

6. Responses must be clearly explained and identified. All costs, including optional programs, must be clearly stated and summarized. **Exceptions to or deviations from the instructions, specifications, terms and conditions, <u>must</u> be explicitly identified on the attached Exceptions/Deviations to Specifications Form (see Attachment C)**.

7. All costs of response preparation will be borne by the respondent. All parties submitting a response are asked to screen their responses for correctness and compliance with the instructions, specifications, terms and conditions.

8. ASCOG shall choose the respondent it determines to be in its best interest and will provide the **best value** to ASCOG based on the criteria stated herein.

9. Timeline:

RFP Issue Date: .....Thursday September 15, 2016
Questions in Writing: ..... (No later than) Wednesday, October 6, 2016
RFP Due Date: .....Thursday, October 20, 2016*
Tentative Contract/Service Effective Date: .....Week of November 17, 2016

* All RFP Responses will be opened and recorded on Thursday, October 20, 2016 at 3:00 p.m. sharp. Records will include the name, contact information, and amount of the bid for each respective respondent.

10. The RFP Selection Committee will review all Recorded Responses and determine if there is need to conduct interviews prior to making the final determination identifying the successful respondent. If interviews are conducted, those interviewed will be limited to the top three (3) respondents as determined solely by the RFP Selection Committee. Interviews would be conducted from October 24, 2016 – November 11, 2016.

BACKGROUND INFORMATION

ASCOG, 802 W. Main, Duncan, Stephens County, OK 73534, as sponsor, shall receive proposals for consulting services to assist in the preparation of a Joint Land Use Study (JLUS), until 3:00 p.m., Thursday, October 20, 2016, at the offices of the **CED Division, 802 W. Main, Duncan, Oklahoma 73534.**

Reasons for Fort Sill Joint Land Use Study

The Lawton-Fort Sill area located in Comanche County is the largest community in Southwest Oklahoma. Fort Sill is the largest single employer in all of Southwest Oklahoma. As a desirable and relatively affordable place to live, Comanche County continues to expand. Lawton's population was listed as 92,757 in the 2000 census. By 2010, the community's population was listed as 96,656. Other stakeholder communities within a 30-mile radius of Lawton have experienced about the same amount of growth.

Military installations such as Fort Sill play a vital role in national defense in support of military training, operational testing, and base support operations. Incompatible civilian development represents land use activity and civilian development activity that adversely affects the training and operational readiness missions of military installations. Pressures from incompatible civilian development can create restrictions on use of installations,

ranges and training corridors. Incompatible civilian development can also threaten public safety, exposing adjacent communities to artillery fire, aircraft noise, dust, and even accidents.

There are currently no known encroachment issues, however ASCOG has identified several potential encroachment concerns: (1) Windmill Farm development owned primarily by Blue Canyon continues to expand north of the installation which could affect radar operations on post; (2) Adjacent and nearby Indian Tribal land throughout the area require special considerations as training missions change; (3) Future development and infrastructure extensions near the east and west sides of Fort Sill; (4) Light and glare from civilian activity on the periphery of Fort Sill's training area; and (5) Air quality. Additionally, the possibility of future listings of Threatened and Endangered Species – and the restrictions imposed on federal installations must be taken into consideration. This JLUS process will strengthen the lines of communication between the installation and its neighboring communities so that all parties understand the possible second- and third-order impacts of development decisions and create mechanisms to ensure the exchange of relevant information.

Study Overview

A JLUS is a planning process designed to identify encroachment issues confronting both the civilian community and the military installation and to recommend strategies to address the issues in the context of the local land use process. The JLUS should be conducted in a collaborative manner involving a variety of stakeholders. The stakeholders listed below is not all inclusive. Further the listing only identifies the umbrella entities and not all of the divisions under each umbrella with a vested interest. The entities listed will determine who their representatives will be and how many there will be as needed to address their stakeholder interests. Stakeholder representation includes school districts, technology centers, universities, airports, public works, realtors, utility providers, government staff, and any others the policy committee determines necessary to ensure adequate representation. The stakeholders and/or their representatives, include but not limited to:

MILITARY INSTALLATION REPRESENTATIVES:

- Fort Sill
- Altus Air Force Base
- Tinker Air Force Base
- Sheppard Air Force Base
- NAS Fort Worth
- Oklahoma Strategic Military Planning Commission
- Sheppard Military Affairs Commission

LOCAL GOVERNMENTS:

- Comanche County
- City of Lawton
- City of Elgin
- City of Fletcher
- Town of Sterling
- Town of Medicine Park
- City of Cache
- Town of Indiahoma
- City of Apache
- City of Frederick
- Kiowa County
- Jackson County
- Tillman County
- Caddo County

STATE GOVERNMENT AGENCIES

- Oklahoma Strategic Military Planning Commission
- Oklahoma House Districts 62, 63, 64 and 65
- Oklahoma Senate Districts 26, 31, and 32
- Oklahoma Department of Environmental Quality
- Oklahoma Department of Transportation
- Oklahoma Commissioners of Land Office
- Oklahoma Land Legacy Conservancy

FEDERAL GOVERNMENT AGENCIES

- United States Congressional Districts 3 and 4
- Wichita Mountains Wildlife Refuge
- Bureau of Indian Affairs

ECONOMIC DEVELOPMENT DISTRICTS

- Association of South Central Oklahoma Governments, JLUS sponsor
- South West Oklahoma Development Authority

SCHOOLS AND UNIVERSITIES

- Cameron University
- Great Plains Technology Center
- Lawton School District
- Elgin School District
- Cache School District

NATIVE AMERICANS

- Comanche Nation
- Apache Nation
- Kiowa Nation
- Fort Sill Apache Nation

PRIVATE ENTITY REPRESENTATION

- Community business leaders, land owners, and developers
- Cattleman's Association
- Lockheed Martin Corporation
- BAE Systems

Public meetings should be conducted throughout the study so that interested members of the public can have the opportunity to learn about the project and provide comments.

Overall Goals and Objectives

The proposed JLUS will have five (5) key objectives with the project

- Identify and mitigate compatibility and encroachment issues that may impact training, operations, testing and power projection missions at Fort Sill;
- To protect the health, safety and welfare of the civilian and military communities near Fort Sill;
- To identify and recommend appropriate regulatory and non-regulatory actions that may be implemented to ensure future land use compatibility between the local governments and the military operations;
- To continue to foster increased communication between Fort Sill and the surrounding local governments and communities;
- To build a database in order to continue to conduct thorough analysis of the development activities and growth patterns of the study area.

This study should examine the land use planning concerns of the jurisdictions around Fort Sill. The recommendations that emerge from this JLUS should be used to guide local communities in the development and implementation of land use and related policies and establish relationships and protocols such that Fort Sill will continually keep local officials apprised of future operational missions and the impacts on the surrounding communities.

This JLUS should consider at a minimum the following topics:

- The economic profile of the region and the impact of the military's presence on the surrounding local economy;

- The existing and proposed land use patterns and activities surrounding the military installation;

- Address technical reports and plans that support the JLUS including but not limited to the following;
    - Installation Operational Noise Management Plan
    - Installation Natural Resource Management Plan
    - Installation Master Plan
    - City of Lawton Vision 2030
    - Comprehensive Plans, Future Land Use Maps, and Zoning Ordinances for Elgin, Fletcher, Sterling, Medicine Park, Cache, and Indiahoma.
    - Comanche, Kiowa and Caddo County Comprehensive Plans

- Environmental factors such as cultural resources, wildlife habitat, endangered species, wastewater and water availability and quality, lighting and noise;

- Analysis of conservation techniques or other designations for compatibility in the area of Fort Sill;

- The extent of civilian encroachment and how likely it is to impair the continued operational utility of the military installation;

- The current adopted and approved general plans, development policies, existing land use regulations, and zoning of the surrounding local governments.

- Building codes of the participatory jurisdictions

SCOPE OF WORK

TASK 1: PROJECT INITIATION

Sub-Task 1A: "Kick-Off" Meeting

The selected consultant will conduct a "kick-off" meeting where the consultant meets the entire JLUS Policy Committee for the first time to confirm scope of work, set schedule, and address any questions. The consultant will be responsible for the day to day coordination of the JLUS.

Sub-Task 1B: Installation Tour

The consultant will participate in an installation tour, including outlying facilities as appropriate. The purpose of the installation-led tour is for the JLUS Policy Committee, the consultant, and potentially the JLUS Technical Working Group, to gain a more comprehensive understanding of the military missions, issues, and constraints imposed through incompatible development.

Task 1 Deliverables:

- Meeting minutes and agendas
- Policy Committee membership roster and contact information.

TASK 2: PUBLIC INVOLVEMENT

The consultant will interview local government officials, staff, and military representatives, to understand current and future compatibilities and conflicts, as well as, interview Fort Sill representatives to identify current training, operations and testing activities and objectives, as well as anticipated activities.

The consultant will prepare a Public Involvement Plan to outline specific points and methods for involving the general public and stakeholders in the JLUS process. The consultant will be responsible for creating and distributing press releases related to meetings, updates, and other topics of interest or as directed by the Policy Committee. The consultant will also develop and maintain a website to engage the public between meetings. The website will include, but not be limited to, meeting agendas and summaries, maps, data gathered, documents, recommendations, and committee members. The website will have an email link for the public to use to provide input at any time during the process. The consultant will conduct a minimum of three public workshops: one to introduce the project to the public, one to review draft recommendations, and one to present final findings/recommendations. Each of these workshops will allow members of the public to provide input and feedback. Other activities, such as media interviews and meeting notifications, will be

performed by the consultant as well. Specific public involvement activities at various stages of the project will occur at the direction of the sponsor and/or Policy Committee.

Task 2 Deliverables:

- Public Involvement Plan
- Press releases
- Log of public workshops, including lists of participants, event summaries, and record of public input/feedback received
- Documentation of other public involvement activities
- Website

TASK 3: EXISTING AND HISTORICAL CONDITIONS ANALYSIS AND MAPPING

Sub-Task 3A – Existing Data Collection

The consultant will:

- Identify and collect pertinent information and data, studies, reports, comprehensive plans, relevant federal and State of Oklahoma noise standards and guidelines, development regulations, and information on current and foreseeable or planned Fort Sill military operations
- Identify, review and summarize land use policies and plans being implemented by local governments within the study area boundary
- Identify, review and summarize current ordinances, land development codes and policies, military regulations, federal and State of Oklahoma laws and regulations that address potential land use conflicts between study area land uses and Fort Sill operations and uses; and other regulations that control or reduce potential conflicts between land uses and installation operations
- Review current coordination mechanisms between the communities and Fort Sill
- Estimate resident population and demographic profiles within study area with civilian-military breakdown (if available). Utilize 2010 Census tract information or block-level information, and any projections developed by the State of Oklahoma. Research commute patterns and traffic patterns surrounding Fort Sill and other facilities in the area
- Identify existing and proposed infrastructure or community facility improvements proposed within the study area
- Identify and map any on-post improvements that would potentially alter or increase off-post impacts, or other foreseeable future projects
- Identify other data needs as necessary or as directed by the sponsor or Policy Committee

- Identify policies and regulations that govern siting of alternative energy projects.

The consultant will need to include, but not limited to, the following source documents to support this effort:

- National Security Strategy (NSS)
- National Military Strategy (NMS)
- Quadrennial Defense Review (QDR)
- Army Operating Concept (AOC)
- Army Stationing and Installation Master Plan
- Fort Sill master plans
- Fort Sill Installation Operational Noise Management Plan
- Installation Natural Resource Management Plan
- Air quality reports
- Municipal strategic/comprehensive plans and zoning ordinances
- County Comprehensive Plans

Sub-Task 3B – GIS Mapping

The consultant will utilize Geographic Information Systems mapping technology to display and analyze the following data:

- Base maps to establish desired scale and map layout for presentation and report-sized maps
- Parcel-specific GIS-based coverage for noise contours, clear zones, and accident potential zones (APZ)
- Parcel-specific existing land use maps for the study area
- Currently adopted parcel-specific zoning district maps for the study area using data obtained from local governments
- Current and historical aerial photography to analyze development patterns and pressures in the State of Oklahoma
- Buildings permit data and subdivision approval data from local governments
- Current and proposed utility infrastructure and transportation systems
- Current environmental features and constraints in the study area using data collected from the State of Oklahoma and local sources, including stream buffers and existing buffer areas surrounding Fort Sill
- Current and historic population maps that depict population growth in the area using US Census data and other projections available from the State of Oklahoma
- Potential sites for future wind or solar projects outside the installation perimeter.
- Mapping of critical habitat areas

- Other mapping as required to complete this task

Task 3 Deliverables

- Updated GIS coverage for existing and future land use, zoning, population, noise contours, historical development patterns, and environmental constraints. All GIS coverage will be delivered in the State of Oklahoma Plane Coordinate System. This coverage will have feet as the unit of measurement and shall be delivered in the ESRI ArcGIS (v10.x) software format.
- Hard copy maps where necessary and appropriate showing GIS coverage.
- Draft report detailing the review of the existing regulatory schema and including other pertinent data as well as a meaningful analysis of all data gathered.

TASK 4: IDENTIFICATION AND ANALYSIS OF LAND USE AND FACILITIES CONFLICTS

Sub-Task 4A -- Identify existing land uses located within current noise contours and APZs

In order to identify locations where land uses or development patterns may be incompatible between military uses and civilian uses, a small-scale overview of current zoning and land use must occur. The consultant will classify existing land uses within and surrounding Fort Sill in terms of compatibility with military operations. Existing conflicts will be reviewed from the aspect of military operations and civilian concerns. Potential future conflicts will be identified based on future land use plans and current zoning. Development controls such as zoning ordinances, subdivision regulations, building code regulations, and other land development policies will be evaluated to determine their ability to reduce future conflicts.

Sub-Task 4B – Evaluate Master Plans Impacting Fort Sill

To determine future conflicts, the consultant will evaluate Fort Sill's planned expansions in terms of mission, operation, testing, and/or infrastructure. The expansions or growth will be evaluated for impacts in traffic, air quality, noise and other types of nuisance. Standard operating procedures will be reviewed to determine impacts on surrounding communities, and staff will evaluate current attempts to mitigate those impacts.

Task 4 Deliverables

Portions of draft report to include:

- Identifying existing and future land uses as well as existing and potential

conflicts within noise management plan areas to include existing land use compatibility maps.

- Presenting a description of Fort Sill, Installation Command (IMCOM), and Assistant Chief of Staff Installation Management (ACSIM) plans, growth objectives and operating procedures, and current impacts on surrounding areas
- Presenting a description of community plans, growth objectives, and development review process.

TASK 5: FUTURE COMMUNITY DEVELOPMENT POTENTIAL AND ASSESSMENT OF FUTURE LAND USE CONFLICTS

Sub-Task 5A – Future Development Potential Analysis

To determine what might occur in the future, the consultant will collect and analyze data pertaining to current zoning, planned or potential infrastructure expansions, and development activities or constraints in the study area. Future potential development projections will be based on existing comprehensive land use plans and ordinances, environmental or infrastructure constraints, and other pertinent data. Staff will develop various land use scenarios which will be overlaid with the study area and noise contours, Combat Zones (CZs) and Accident Potential Zone (APZs) using GIS mapping. Preferred land use alternatives will be discussed by the sponsor and Policy Committee.

Sub-Task 5B – Future Land Use Impact Assessment

Based upon existing and historical conditions, land use and transportation issues, noise impacts, and future development potential of the study area, the consultant will identify future land use alternatives and identify the various potential advantages and disadvantages of each. The consultant will prepare Land Use Compatibility Maps consisting of noise contours, CZ and APZs that are reflective of existing and future land use conflicts.

Task 5 Deliverables

- Future Land Use Compatibility Maps delineating alternatives, proposed future land use and zoning maps, including an inventory of vacant lands that cannot be developed due to infrastructure or environmental constraints and existing buffers around Fort Sill.
- Draft report sections including land use analysis and conflict assessment.

TASK 6: LAND USE POLICY AND REGULATION RECOMMENDATIONS

Sub-Task 6A – Existing Regulations/Policies

The consultant will collect data from Comanche County, Oklahoma; Jackson

County, Oklahoma; Kiowa County, Oklahoma; Caddo County, Oklahoma; the City of Lawton, Oklahoma; the City of Elgin, Oklahoma; the Town of Fletcher, Oklahoma; the Town of Sterling, Oklahoma; the Town of Medicine Park, Oklahoma; the City of Cache, Oklahoma; the City of Geronimo, Oklahoma; and the Town of Indiahoma, Oklahoma: pertaining to existing land use ordinances and regulations. The consultant will analyze existing regulations and policies and determine how they may help to either mitigate or prevent encroachment concerns identified in the previous tasks. Existing coordination efforts between local governments and Fort Sill during land development will be identified and analyzed. Public involvement will be integrated to gather input on the existing policies and coordination efforts.

Sub-Task 6B – New Regulations/Policies

The consultant will work with the sponsor to identify potential new regulatory and non-regulatory measures to encourage compatible land uses within the study area. Recommendations will be offered for both military and civilian partners. Options such as noise attenuation standards, air space height standards, land exchanges, land acquisition, development incentive programs, conservation easements, transferable development rights program (TDRs), performance standards, special overlay zones, and special procedures for reviewing developments with potentially substantial impact within the study area may be explored. Sample ordinance language will be presented for regulatory recommendations. Other measures may be explored at the direction of the sponsor and/or Policy Committee.

The consultant will also develop a process at the local level for cities and counties to work with the State of Oklahoma, Fort Sill, the Department of Defense (DoD), and other federal agencies to support compatibility between development of regional renewable energy resources and military operations, including test and training activities. DoD requirements and standards published in Title 32, Code of Federal Regulations, Part 211 shall advise and guide the process to facilitate the early submission of renewable energy project proposals to DoD for military mission compatibility review.

Task 6 Deliverables

- Draft report sections, including recommendations summary and implementation strategies tailored for each jurisdiction.
- Proposed amendments, if necessary, to regulatory and development codes, and relevant planning documents.
- Recommendations to reduce adverse impacts on surrounding properties tailored for Fort Sill's present and foreseeable missions and operations without compromising its mission or continued viability.

- Recommendations for Public-Public and Public-Private initiatives tailored for each participating city and county, including recommended policy statements, ordinances, local government land use controls, noise and other pertinent measures.

TASK 7: DRAFT AND FINAL JLUS REPORT

Sub-Task 7A -- Draft Report presented to the JLUS sponsor

The consultant will present draft JLUS products to the sponsor for review. The consultant will incorporate all edits and revisions prior to the draft being submitted to the Policy Committee. The revised draft will also be placed on the JLUS website for public review

Sub-Task 7B – Recommendations to Policy Committee

Upon satisfactory review and edit by the sponsor, a final report will be forwarded to the Policy Committee for review and comment.

Sub-Task 7C – Final Draft Report Distributed

After input has been received from the JLUS Policy Committee, a final draft report will be distributed to each entity for comment and review.

Sub-Task 7D – Revisions to Final Draft Report

After the report has been reviewed by all parties as outlined in Task 8C, the sponsor and Policy Committee will review comments made and incorporate them as necessary into a final report.

Sub-Task 7E – Presentation of Final Report to Policy Committee

The final report will be prepared by the consultant, and will include all comments and revisions outlined in tasks 7B, 7C and 7D. This final report will be presented to the Policy Committee at a regularly scheduled meeting.

Sub-Task 7F – Final Report Released to Public

Prior to adoption of the final report by the Policy Committee, the report will be released to the public for final review. The report will be available at local government offices, Fort Sill, and on the website. If requested, consultant will present the final JLUS to each participating elected legislative body.

Sub-Task 7G – Adoption of Final Report

Upon satisfactory public review (as outlined in Task 7F), a final draft report will be produced and distributed to Fort Sill, OEA, and all participating local

governments. The final report will be adopted by the JLUS Policy Committee and forwarded to participating local governments for consideration for adoption.

Sub-Task 7H – Final Report Made Available

The final report will be made available on the website. The report will also be distributed to all Policy Committee members in hard copy and electronically.

Task 7 Deliverables

- All draft report sections
- Log of all comments received from the sponsor, technical working groups, Policy Committee and the public, and a record of how comments were addressed
- Resolution of Adoption for Policy Committee and legislative bodies of participating jurisdictions.
- Hard copy and digital copy of final report
- A four-page summary of the study for public distribution.
- Draft and final reports on website

TASK 8: IMPLEMENTATION PLAN AND ACTION STEPS

By adopting the resolution creating the JLUS Policy Committee, local governments participating in the JLUS have agreed to attempt in good faith to locally implement measures recommended in the study report. A specific implementation plan and action steps, including assign responsibilities to each JLUS entity, will be developed. Strategies and procedures for cooperative monitoring of the implementation of recommendations in the plan will be discussed. Action steps for implementing the JLUS will be outlined in the implementation plan. These steps may include continuing the JLUS technical working groups and Policy Committee, developing public outreach or public relations pieces, or other specific project-related tasks.

Task 8 Deliverables

- Implementation plan and action steps
- A plan for a continued dialogue among Fort Sill and project partners
- Public relations pieces related to JLUS recommendations and implementation

TASK 9: PRESENTATION OF REPORT AND IMPLEMENTATION PLAN TO PARTICIPATING JURISDICTIONS

The selected consultant will be responsible for presenting the findings of the report and implementation plan to the sponsor and other agencies as directed.

PROJECT TIMELINE

The following is the anticipated timeline for the JLUS Study.

August 2016	Receive Grant Award.
September	Publish RFP.
October 2016	RFP responses due. Conduct interviews and select consultant. Begin contract negotiations.
November 2016	Finalize contract negotiations. Contract approval by JLUS sponsor.
December 2016	Conduct JLUS Kickoff Meeting. Complete Task 1: Project Initiative And Task 2: Public Involvement
February 2017	Complete Task 3: Existing and Historical Conditions Analysis and Mapping.
March 2017	Complete Task 4: Identification and Analysis of Land Use and Facilities Conflict.
May 2017	Complete Task 5: Future Development Potential and Assessment of Future Land Use Conflicts.
July 2017	Complete Task 6: Land Use Policy and Regulation Recommendations.
September 2017	Complete Task 7: Draft and Final JLUS Report.
November 2017	Complete Task 8: Implementation Plan and Action Steps.
January 2018	Complete Task 9: Presentation of Report and Implementation Plan to Participating Jurisdictions.

Products

- Project deliverables will include the JLUS Final Report and Implementation Plan
- Public Participation Plan
- JLUS Overview for OEA Website

SELECTION PROCESS

Proposals will be evaluated by ASCOG, the JLUS sponsor. Sponsor will recommend a short list of the most qualified consulting teams or firms to the JLUS Policy Committee. Once the consultant is chosen and authorized to proceed, it will be expected to immediately assist in developing a final scope of service and contractual agreement.

The JLUS sponsor reserves the right to waive any irregularity in any submittal or reject any or all proposals. Any cost incurred by candidate firm(s) or consulting team(s) in preparing submitted proposals is the sole responsibility of the respondent(s). All work is subject to funds appropriation. Submittals will be reviewed and respondents will be evaluated according to the following evaluation criteria:

- Consultant qualifications, references and experience on similar projects;
- Consultant's ability to accomplish study tasks in a timely manner;
- Consultant's proposed project methodology, organization, management and milestones;
- Consultant's familiarity with relevant state, regional and local planning and development laws, policies, regulations, plans and procedures;
- Consultant's familiarity with relevant military plans, policies, regulations, studies, and documents and military operations and missions; and,
- Estimated project cost.

FACTOR	WEIGHT
Qualifications/Experience	30%
Ability to complete work on time	15%
Plan to accomplish the project	20%
Familiarity with state, regional and local laws, policies, regulations, and procedures	15%

Familiarity with military plans, policies, regulations, studies, and documents and military operations and missions	15%
Estimated project cost	5%

SUBMISSION PROCEDURES

All submittals should be succinct and include the following information and documentation:

- A transmittal letter which states the respondent's desire to perform the required services;
- A general informational statement which provides a brief description of the candidate firm or consulting teams, their background, size and typical projects;
- The specific experience of the staff members who would be assigned to the project, list of such individuals and designation of a project manager;
- Proposed work schedule and a detailed project timeline;
- An itemized breakdown of projected project cost;
- Provide samples of similar past projects;
- Three (3) past client references, including names of individuals and phone numbers and other information as appropriate;
- Representation that the candidate firm or consulting team will in all aspects conform to and comply with Equal Opportunity Employment requirements;
- Assurance that candidate firm is in good standing with the State of Oklahoma;
- Respondents will validate they are not on the federal debarment and suspension list; and,
- Assurance that this agreement will not result in a conflict of interest.

ADDITIONAL SERVICES

The Scope of Services may be added to, or changes in the Scope of Services may be modified for any services of a similar nature to those specified in the Scope of Services of this RFP, as mutually agreed to and at a price mutually agreed upon.

CONTRACT TERM

The Contract term shall be for a period not to exceed fifteen (15) months commencing no later than 60-days after approval by ASCOG and after Respondent notification.

FORMAT AND CONTENT FOR RESPONSE SUBMITTAL

1. Cover Letter and Summary

a. This section of the response should contain the name and address of the proposing firm and the names and telephone numbers of the individuals authorized to answer technical, price, and/or contract questions.

b. A representative authorized to bind the company must sign the cover letter. Prefacing the response, include a summary of your response in brief, concise terms and the expected benefits of the response to ASCOG.

2. Firm Background, Principal Officers, and Prior Experience: Include the following information in this section:

a. State the full name and address of the Respondent's organization and identify the parent company, if the Respondent is a subsidiary.

b. Specify the branch office or other subordinate element that will perform, or assist in performing, this work. Provide resumes of consultants, who would be working directly with ASCOG, including responsibility, experience, and qualifications.

c. Indicate whether the Respondent operates as a corporation, partnership, or individual. Include the state in which the Respondent is incorporated and/or licensed to operate and the date of incorporation or licensing.

d. Provide a listing of the principal officers of the organization including name, title, and length of experience with the Respondent organization.

e. Provide financial statements for the prior year.

f. Provide samples of management reports to be provided to ASCOG.

g. Include a detailed summary of the services the responding firm will provide if selected and the resources dedicated to delivering the products and services outlined within the response.

h. Provide the same information for an entity that will participate in this project through a joint venture, subcontract, or shared arrangement.

3. References

ASCOG requests respondent to supply, with its RFP, a list of at least three (3) references where their firm supplied like services within the last five years. It is preferred that the list identify municipalities that are customers of respondent. For each reference include the name of firm; address; contact employee of firm, with telephone number and e-mail address; what services were or are provided to this reference; and how long your firm has provided this service to the reference entity.

4. Outline

The respondent shall perform services in accordance with the Scope and Intent of the response, the instructions, the specifications, and the Terms and Conditions set forth in this RFP. **ANY** variance must be noted on the Exceptions/Deviations to Specifications Form, which is attached as **Attachment C**.

5. Concluding Remarks

This section shall contain any elaboration regarding the requested service or the items of information that the proposing party feels important to a clear understanding of the proposed service and/or capabilities.

6. Qualifications Questionnaire – Attachment A

7. Completed Respondent's Certification Form - Attachment B

8. Fee Schedule

Firms acknowledges that by submitting a Proposal, the respondent is making an offer that, if accepted in whole or in part by ASCOG, constitutes a valid and binding contract as to any and all items accepted in writing by ASCOG. The period during which ASCOG may accept a submitted Proposal is ninety (90) calendar days for the date of opening unless the Firm notes a different period.

9. Exceptions/Deviations to Specifications - Attachment C

10. Completed W-9 – Attachment D

11. **Addenda (if applicable)**
Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their response.

12. **Contract to Provide Professional Consulting Services, and Insurance Requirements**

GENERAL TERMS AND CONDITIONS ASCOG

1. **General Conditions**
Respondents are required to provide their submissions upon the following express conditions:
(a) Respondents shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the submittal conditions. No plea of ignorance by the Respondent of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Respondent to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of ASCOG or the compensation to the Respondent.
(b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

2. **Preparation of Submittal**
Submittals will be prepared in accordance with the following:
(a) All information required by the submittal shall be furnished. The Respondent shall print or type his/her name and manually sign the submittal and each continuation sheet on which an entry is made.
(b) Alternate submittals will not be considered unless authorized by ASCOG.
(c) Proposed delivery time must be shown and shall include weekends and holidays if requested by ASCOG.
(d) ASCOG qualifies for exemption from State and Local Sales and Use Taxes pursuant to the Sales Tax Exemption Permit issued from the Oklahoma Tax Commission. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in

lieu of tax. Exemption certificates shall comply with Title 68 of the Oklahoma Statutes. Any such exemption certificate issued in lieu of tax shall be subject to Oklahoma Tax Commission. Failure by the respondent or the respondent's subcontractors to take advantage of ASCOG's exemption and to obtain such exemption certificate shall make the respondent responsible for paying taxes incurred on materials furnished on the project without additional cost to or reimbursement by ASCOG.

3. Submission of requested documents

By providing a submittal, respondent acknowledges that ASCOG will not accept any submittal, or execute any submitted contract in conjunction with a submittal, that requires ASCOG to agree to any of the following:

- Governing law other than the law of the State of Oklahoma
- Mandatory arbitration or mediation
- Artificial limitation of liability
- Artificial statute of limitation
- Waiver of trial by jury
- Indemnification of respondent by ASCOG

(a) If submittals are mailed, documents and changes thereto shall be enclosed in a sealed envelope addressed to Steve Kelly, ASCOG CED Planner, Duncan, Oklahoma. The names and address of respondent, the date and hour of the RFP due date and the RFP number shall be placed on the outside of the envelope.

(b) Submittals must be provided on the forms furnished. Electronic versions will NOT be considered. Submittals may be modified only by written notice, provided such notice is received prior to the time and date set for the RFP opening.

(c) If you choose to mail your submittal, ensure it is addressed to:

<u>Delivery Address:</u>
ASCOG
Attn: CED Division
P.O. Box 1647
Duncan, OK 73534-1647

4. Rejection of Submittal

(a) ASCOG may reject a submittal if:

1. The respondent misstates or conceals any material fact in the submittal, or if

2. The submittal does not strictly conform to law or the requirements of the RFP, or if
3. The submittal is conditional, except that the respondent may qualify his/her submittal for acceptance by ASCOG as an "All or None" basis.

(b) ASCOG may, however, reject all submittals whenever it is deemed in the best interest of ASCOG to do so, and may reject any part of a submittal unless the document has been qualified as provided in section 4(a) 3 above.

5. Withdrawal of Submittal

Submittals may not be withdrawn for up to ninety (90) days after the time set for the RFP opening, unless otherwise stated in the RFP.

6. Late submittals or Modifications

Submittals and/or modifications received after the time set for the RFP due time will not be considered.

7. Clarification or Objection to RFP Scope of Service

If any person contemplating providing a submittal is in doubt as to the true meaning of the scope of service or other RFP documents, or any part thereof, he/she may submit to ASCOG a request for clarification before the deadline established in the RFP. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any changes to the RFP, if made, will be made only by an addendum duly issued. A copy of such addendum will be posted to all sites previously listed. ASCOG will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. Any objection to the scope of services as set forth in the RFP documents must be filed in writing with ASCOG by the deadline established in the RFP.

8. Award of the Contract

(a) ASCOG reserves the right to accept any item or group of items of this RFP, unless the respondent qualifies his/her submittal by specific limitation (Reference section 4 (a) 3 above).

(b) A written award of acceptance mailed or otherwise furnished to the successful respondent will need to be followed up by a contract/service agreement initiated by the awarded respondent. The contract will then be reviewed by ASCOG legal office for acceptance. Once the contract is signed by both parties, the procurement may take place.

(c) If identical submittals are received from two or more respondents and those submittals are the lowest and best value for ASCOG, the final decision will be made solely at ASCOG's discretion.

9. Submittal Protest

Any respondent wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in writing to ASCOG within five (5) business days after the specified time of the RFP opening. The formal written protest must identify the name of the respondent contesting the solicitation, the RFP name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by ASCOG within ten (10) business days of receipt of the protest. All determinations made by ASCOG are final.

10. Termination of Contract

The ensuing contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. All respondents must state therein the reasons for such cancellation. ASCOG reserves the right to award a cancelled contract to next best submittal as it deems to be in the best interest of ASCOG.

11. Assurance of Compliance

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements, the respondent agrees that if this submittal is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

12. Conflict of Interest Disclosure

The respondent agrees that if a member of ASCOG Council, a Councilmember's close relative or any officer or employee of ASCOG has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with ASCOG, or be financially interested, directly or indirectly, in the sale to ASCOG any land, materials, supplies or services except on behalf of ASCOG, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

(a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
(b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Title 74E of the Oklahoma Statues mandates the public disclosure of certain information concerning persons doing business or seeking to do business with ASCOG, including affiliations and business and financial relationships such persons may have with ASCOG. An explanation of the requirements of Title 74E and complete text of the law are available at http://www.oklegislature.gov/osStatuesTitle.html

13. Governing Law and Venue for Legal Action

Any agreement shall be governed and construed according to the laws of the State of Oklahoma. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in the courts with jurisdiction in Stephens County, Oklahoma.

14. Conflicts in Terms and Conditions for Submittal

If any conflicts exist between the Terms and Conditions for submittals and contract between ASCOG and respondent, the contract between ASCOG and respondent shall prevail.

15. Insurance

All respondents shall have the appropriate amount of insurance while delivering the services once awarded, this coverage shall be present as to cover all losses up until ASCOG accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The respondent shall take out and maintain during the life of the Contract such Comprehensive General Liability and Property Damage Insurance as shall protect ASCOG from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under the contract, whether such operations be by the respondent or by a subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

(1) Each Occurrence - $1,000,000

(2) Annual Aggregate - $2,000,000

Property Damage Insurance.

(1) Each Occurrence - $1,000,000

(2) Annual Aggregate - $2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

Each Person - $500,000

(1) Each Accident - $1,000,000

Property Damage

(1) Each Occurrence - $1,000,000

C. Professional Liability Minimum: $10,000,000 coverage

FORT SILL-JOINT LAND USE STUDY CONTRACT

THIS CONTRACT ("Contract") is entered into this _____ day of _____, 2016 effective immediately by and between _____("CONSULTANT') and the Association of South Central Oklahoma Governments (ASCOG), a Public Trust within the State of Oklahoma. For convenience, the CONSULTANT and ASCOG may sometimes be referred herein collectively as "parties" and individually as a "party".

WITNESSETH

WHEREAS, ASCOG desires to engage the CONSULTANT to provide consulting services to ASCOG for the Lawton-Fort Sill Joint Land Use Study and other work and services all as described in ASCOG's RFP which is attached hereto as Exhibit "A".

WHEREAS, CONSULTANT agrees to provide such work and services for ASCOG in accordance with the terms of this Contract;

NOW, THEREFORE, for the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. <u>Employment of Consultant</u>:

A. ASCOG agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the services described in ASCOG's RFP dated September 15, 2016, which is hereby incorporated into this Contract as Exhibit "A" and as described in the CONSULTANT's response dated _____, 2016, which is hereby incorporated into this Contract as Exhibit "B".

B. Notwithstanding anything to the contrary contained in this Contract, ASCOG and CONSULTANT agree and acknowledge that ASCOG is entering into this Contract in reliance on CONSULTANT's special and unique abilities with respect to the Lawton-Fort Sill Joint Land Use Study. CONSULTANT accepts the relationship of trust and confidence established between it and ASCOG by this Contract. CONSULTANT covenants with ASCOG to use its best efforts, skill, judgment, and abilities to perform the work in the Project and to further the interests of ASCOG in accordance with ASCOG's requirements, in accordance with the highest standards of CONSULTANT's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The CONSULTANT warrants, represents, covenants, and agrees that all of the work to be performed by the CONSULTANT under or

pursuant to this Contract shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances. CONSULTANT warrants, represents, covenants, and agrees that the work it performs will be accurate and free from any material errors.

2. Term:

The term of this Contract shall be no more than fifteen (15) months, commencing on _(Date)__, 2016 and ending no later than __(Date)__, 2017. The Contract may be extended six (6) months upon mutual agreement of both parties should unavoidable and unforeseen events demand it. However, no additional compensation will be provided for extensions.

3. Compensation:

ASCOG agrees to pay the CONSULTANT a fee of $_____ as described in the CONSULTANT's Response (attached hereto as Exhibit "B"). CONSULTANT agrees to provide all services required under this Contract for said sum.

4. Method of Payment:

The CONSULTANT shall bill monthly for services completed to date. Total payments shall not exceed the amount shown in (3), above. ASCOG shall pay invoices within 30 days of receipt; provided, however, that in the event ASCOG requests any supporting documentation for charges, payment shall be made within 30 days of receipt of the supporting documentation.

5. Changes:

ASCOG may, from time to time, require changes in the scope of services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between ASCOG and the CONSULTANT, shall be incorporated in written amendment to this Contract.

6. Services and Materials to be Furnished by ASCOG:

ASCOG shall furnish the CONSULTANT with all available information, data, and material CONSULTANT requests pertinent to the execution of this Contract. ASCOG shall cooperate with the CONSULTANT in carrying out the work herein and shall provide adequate staff for liaison with the CONSULTANT.

7. Termination:

a. If, for any cause, the CONSULTANT shall fail to fulfill in timely and proper manner its obligation under this Contract, ASCOG shall thereupon have the

right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

b. Either Party has the right to terminate this Contract for any reason, with or without cause, upon ten (10) business days' notice to the other Party. Upon termination pursuant to this paragraph, the CONSULTANT shall be entitled to payment of such amount as shall compensate CONSULTANT for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided the CONSULTANT shall have delivered to ASCOG such statements, accounts, reports and other materials as required herein, and provided that CONSULTANT shall have delivered to ASCOG all reports, documents and other materials prepared by CONSULTANT prior to termination. ASCOG shall not be required to reimburse CONSULTANT for any services performed or expenses incurred preformed or expenses incurred after the date of the termination notice.

c. **Non-appropriation.** Most of the funding for this project comes from the Department of Defense, Office of Economic Adjustment (OEA). ASCOG has been awarded a contract from OEA which is expected to be sufficient to fund the Lawton-Fort Sill JLUS contractor requirements. If funding for the contract is cut due to budget reductions or other unforeseen events beyond ASCOG's control, CONSULTANT has no right to compel to make any payments required hereunder, or to expend funds beyond those specifically identified for this project. If the contract between ASCOG and OEA for the JLUS project is reduced for any reason, ASCOG will not be liable for any differences. If such should occur, ASCOG and the CONSULTANT will attempt to renegotiate an amended contract for a reduced amount. If such negotiation is unsuccessful, either party may terminate the contract within thirty (30) days.

ASCOG agrees to use its best efforts to obtain authorization and appropriation of such funds and if such funds are appropriated, the governing body of ASCOG shall, for each ensuing Fiscal Year in which payments are due to be made, make all such payments subject to the terms of this Contract.

8. Information of Reports:

The CONSULTANT shall, at such time and in form as ASCOG may require, furnish such periodic reports concerning the status of the services provided hereunder, and copies of proposed and executed plans and other information relative to the Project as may be requested by ASCOG. The CONSULTANT shall furnish ASCOG, upon request, with copies of all documents and other material prepared or developed in relation with or as part of the services provided hereunder.

The CONSULTANT shall furnish ASCOG with an electronic copy of all materials prepared or developed in relation with or as part of the services provided hereunder.

9. **Records and Inspections:**
CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Contract for a period of two years after the termination of the Contract, or if litigation relating to any aspect of this Contract is commenced within the two-year period, until there is a final, non-appealable judgment or a settlement agreement has been executed between all the parties. ASCOG shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings, and activities.

10. **Completeness of Contract:**
This Contract and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. If there is any conflict between the terms of this Contract and the documents attached hereto, the terms of this Contract shall control. This Contract may not be subsequently modified except in writing signed by both parties.

11. **ASCOG Not Obligated to Third Parties:** ASCOG shall not be obligated or liable hereunder to any party other than the CONSULTANT.

12. **When Rights and Remedies Not Waived:**
In no event shall the making by ASCOG of any payment to the CONSULTANT constitute or be construed as a waiver by ASCOG of any breach of covenant, or any default which may exist on the part of the CONSULTANT and the making of any such payment by ASCOG while any such breach or default shall exist in no way impairs or prejudices any right or remedy available to ASCOG in respect to such breach or default.

13. **Indemnification:**
The CONSULTANT agrees to indemnify and hold harmless ASCOG and all of its officers, employees, council members and agents from any and all claims by third parties, including, but not limited to, claims for damages, judgments, attorney's fees, expenses, injunctive or equitable relief, interest, personal injury, and death, that may arise from the CONSULTANT's performance under this Contract, provided that CONSULTANT shall not be required to indemnify or hold ASCOG harmless for

the intentional or negligent acts or omissions of ASCOG to the extent that such acts cause the injuries or damages complained of.

14. Insurance:

Consultant agrees to maintain insurance for comprehensive general liability, automobile liability insurance, workers' compensation and professional liability during the term of this Contract in the amounts not less than those required of other professional consultants retained by ASCOG. CONSULTANT shall provide ASCOG with evidence of such coverage in a form which is acceptable to ASCOG. Such policies shall name ASCOG, its officers, and employees as an additional insured and shall provide for a waiver of subrogation against ASCOG.

15. Personnel:

The CONSULTANT has all personnel required in performing the services under this Contract. All of the services required hereunder will be performed by the CONSULTANT or under CONSULTANT's supervision, and all personnel engaged in the work shall be qualified to perform such services.

16. Assignability:

The parties hereby agree that Consultant may not assign, convey or transfer its interest, rights and duties in this Contract without the prior written consent of ASCOG.

17. Notices:

Any notices or reports required by this Contract shall be sufficient if sent by the parties via personal delivery, facsimile, or via United States certified mail, postage paid, to the addresses noted below:

To ASCOG: ASCOG
CED Division
P.O. Box 1647
Duncan, OK 73534-1647

To Contractor: _____

_____

18. Governing Law Venue:

This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma. Venue for any action brought to interpret or enforce the terms of this contract shall like in Stephens County, Oklahoma.

19. **Attorney's Fees/Costs:**
If any legal proceeding is brought to interpret or enforce the terms of this Contract, the prevailing party in such action shall be entitled to recover from the non-prevailing party, in addition to the prevailing party's actual damages, reasonable attorney's fees and court costs.

20. **Authority to Sign:**
The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Contract.

21. **IN WITNESS WHEREOF,** ASCOG and the CONSULTANT have executed this Contract as of the date first written above.

ASCOG;	**CONSULTANT:**
By (Signed):_____	**By (Signed):**_____
Print Name:_____	**Print Name:** _____
Title: _____	**Title:**_____