### Request for Proposals (RFP) Vehicle Purchase & Requirements

<table>
<thead>
<tr>
<th><strong>RFP #</strong></th>
<th><strong>2022RFP-01</strong></th>
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<tbody>
<tr>
<td><strong>RFP issued by</strong></td>
<td>Oklahoma Indian Legal Services, Inc. (OILS)</td>
</tr>
<tr>
<td><strong>Issue date</strong></td>
<td>June 01, 2022</td>
</tr>
<tr>
<td><strong>Closing date/time</strong></td>
<td>Proposals must be received before 16:00 hours (4:00 pm) Central Time on: 14 days from closing date (7/18/22)</td>
</tr>
<tr>
<td><strong>OILS contact person</strong></td>
<td>All inquiries related to this RFP, including any requests for information and clarification, are to be directed to the following email address: <a href="mailto:davis@oilsonline.org">davis@oilsonline.org</a>. OILS will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Inquiries and any responses will be recorded and may be distributed to all Proponents at OILS’s option.</td>
</tr>
<tr>
<td><strong>Delivery of proposals</strong></td>
<td>One (1) electronic copy of your proposal must be delivered by email to: SUBJECT: Disaster Grant RFP from [Company Name] <a href="mailto:davis@oilsonline.org">davis@oilsonline.org</a></td>
</tr>
<tr>
<td><strong>Proponent’s submissions</strong></td>
<td>A person authorized to sign on behalf of the proponent must complete and sign the <strong>Proponent Section</strong> (below), leaving the rest of this page otherwise unaltered and including the originally-signed and completed page with the first copy of the proposal.</td>
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### Proponent Section

The enclosed proposal is submitted in response to the above-referenced RFP including any addenda. Through submission of this proposal, we agree to all the terms and conditions of this RFP and agree that any inconsistencies in our proposal will not be considered. We have carefully read and examined the RFP including the **Administrative Section** and have conducted other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by the statements and representations made in our proposal.

<table>
<thead>
<tr>
<th>Signature of Authorized Representative:</th>
<th>Legal Name of Proponent (and Doing Business as Name, if applicable):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name of Authorized Representative:</td>
<td>Address of Proponent:</td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>Authorized Representative email address (if available):</td>
<td>Authorized Representative phone, fax (if available):</td>
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</tbody>
</table>
# TABLE OF CONTENTS

1. Summary of the Requirement ........................................................................................................... 3
2. Overview of OILS .............................................................................................................................. 3
3. Specific Requirements ...................................................................................................................... 4
   3.1 The Project ................................................................................................................................. 4
   3.2 Requirements ............................................................................................................................ 4
4. Evaluation ......................................................................................................................................... 6
   4.1 Mandatory Criteria .................................................................................................................... 6
   4.2 Desired Criteria ......................................................................................................................... 6
5. Proposal Format ............................................................................................................................... 8
   Appendix A - Definitions and Administrative Requirements ......................................................... 9
   Appendix B - Receipt Confirmation Form .......................................................................................... 12
1. **Summary of the Requirement**

Oklahoma Indian Legal Services, Inc. (OILS) has an immediate need for one (1) vehicle to use across the State of Oklahoma and will be assigned as follows:

**1 vehicle – Passenger Transit Van at main office located in Oklahoma City office to be used statewide**

The terms and conditions applicable to this RFP are identified in *Appendix A – Definitions and Administrative Requirements*. Submission of a proposal in response to this RFP indicates acceptance of all terms and conditions that are included in Appendix A, and any addenda subsequently issued by OILS. Provisions in proposals that contradict any of the terms of this RFP will be as if not written and do not exist.

2. **Overview of OILS**

**Background**

Oklahoma Indian Legal Services, Inc. (OILS) is a non-profit organization working with tribal Nations, government partners and other emergency management offices to better serve the survivors of the 2020-2021 natural disasters in Oklahoma.

The Justice Bus Project vision is to service clients affected by disasters throughout the state of Oklahoma and transport OILS’ staff and attorneys to respond to severe weather events. The Justice Bus Project will boost rural, Native communities and allow OILS to serve these communities with supplies, internet and anything needed to provide legal aid to those in need during and after a natural disaster. It will also be used to transport staff and attorneys to outreach in these affected communities.

The mandate of the Justice Bus Project is to:

- Plan, design, manage, deliver and fund the delivery of the Justice Bus in Oklahoma;
- Receive federal and other funding for or to support the planning, design, management and delivery of the Justice Bus and to carry out other legal and disaster related functions;
- Collaborate with local, tribal and state Authorities to coordinate and integrate the Justice Bus in their programs and services to achieve better Legal services and outcomes for persons affected by the 2020-2021 natural disasters;
- Incorporate and promote the Justice Bus on social media;
- Be constituted with good governance, accountability, transparency and openness of the Justice Bus;
- Establish standards of use for the Justice Bus that meet or exceed generally accepted standards;
- Maintain outreach information, records and develop protocols with use;
Request for Proposals – Vehicle Purchase & Requirements

- Design and implement mechanisms to engage clients regarding the location and use of the Justice Bus;
- Enhance collaboration among legal and disaster providers to address the needs of the service area and improve efficiencies and access to legal services;
- OILS may undertake other functions, roles and responsibilities connected to the Justice Bus.

The Justice Bus Project is overseen by the Project Management Team comprised of four members who collectively combine years of experience with OILS, community outreach, financial management, project management, provision of legal services, and client communications at all levels of expertise. The project management team provides leadership and oversight for all activities relating to the Justice Bus.

3. Specific Requirements

3.1 The Project

Oklahoma Indian Legal Services (OILS) has an immediate need for one (1) vehicle to be used to service low-income clients that have been impacted by natural disaster; specifically, the severe winter weather in 2020-2021 throughout the state of Oklahoma. Needed:

1 vehicle – Passenger Transit Van

3.2 Requirements

The successful proposal shall provide the following:

a) One (1) Passenger Transit Van. The minimum requirements for these vehicles are as follows:

Exterior:

i. Oxford White
ii. 16” Heavy-Duty Silver Steel Wheel with Exposed Lug Nuts
iii. 195/75R16C 107/105 R BSW All-Season Tires
iv. Short Arm Power Adjusting, Manual-Folding Mirrors
v. Modified Vehicle Wiring System
vi. Windows - Tinted Glass
vii. Running Board - Passenger Side
viii. Keys - Two (2) Additional
ix. Spare Tire and Wheel
x. Reverse Sensing System
xi. AGM Batteries - Dual
xii. 360-Degree Camera with Split View and Front Washer
xiii. $1,000 Exterior Lighting - Front Fog Lamps
xiv. Windows - Fixed Glass, Rear-Door and Driver and Passenger Side Cargo Doors

Interior:

xv. Dark Palazzo Gray

xvii. Heavy-Duty Scuff Plate Kit
xviii. D-Pillar Assist Handles - Driver and Passenger Side
xix. Cargo Tie-Down Hooks
xx. Front Overhead Shelf
xxi. Floor Covering - Front and Rear Vinyl
Request for Proposals – Vehicle Purchase & Requirements

xxii. Illuminated Sun Visor
xxiii. B-Pillar Assist Handle (Low Roof)
xxiv. Flooring - Heavy-Duty Cargo
xxv. Rearview Mirror
xxvi. Seat Configurations - Five (5) Passenger
xxvii. PowerPoint Outlet - 12V
xxviii. Full Rear Compartment Lighting
xxix. Auxiliary Fuse Panel with High Spec Interface Connector
xxx. SYNC 4, 12” Multi-Function Display with Connected Built-In Navigation
xxxi. Seating for 4-5 (two up front and a bench possibly)

Powertrains:
xxxii. 3.5L PFDi V6 Engine
xxxiii. Rear-Wheel Drive
xxxiv. 10-Speed Select Shift Automatic Transmission
xxxv. 4.10 Limited Slip Axle

Packages:
xxxvi. Tow/Haul Mode with Trailer Wiring Provisions
b) If freight charges are applicable, please provide the cost (separately) for vehicle;
c) This vehicle is required to be delivered to the representative authorized by OILS within 90 days of selection of proposal, unless otherwise negotiated.
d) The vehicle shall have no market adjustment, market adjustment premium or additional dealer markup.

4. Evaluation

An evaluation committee will be formed by OILS and may include employees and contractors of OILS. All personnel will be bound by the same standards of confidentiality.

The mandatory and desirable criteria against which proposals will be evaluated are identified below. Proponents should ensure that they fully respond to all criteria in order to be comprehensively evaluated.

OILS may request and receive clarification from any Proponent when evaluating a proposal. The evaluation committee may invite some or all the Proponents to appear before the committee in order to clarify their proposals. In such an event, the evaluation committee may consider such clarifications in evaluating proposals.
4.1 Mandatory Criteria

Proponent responses must clearly demonstrate that they meet the following mandatory criteria or they will be excluded from further consideration during the evaluation process:

a) The Proponents' proposals must be received at the closing location before the specified closing time;
b) The Proponents’ proposals must be in English and MUST be sent by email to:

   davis@oilsonline.org

c) Proponents must submit one (1) Request for Proposals cover page, with the Proponent Section in its original form, unaltered, fully completed and signed;
d) Description of the Proponents' organization, size and structure. Indicate if appropriate, if the Proponent is a small or minority-owned business;
e) Statement of price for providing services (if applicable), how the price of each vehicle was determined, and total cost.

4.2 Desired Criteria

Capability of the Individuals and/or Team, including:

a) Price. A detailed description of Vehicle, GST (Goods & Services Tax), any additional taxes, and Freight;
5. Proposal Format

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and to ensure that each proposal receives full consideration. All pages should be consecutively numbered, and as follows:

a) One (1) unaltered and completed Request for Proposals cover page, including Proponent Section completed in original form as per instructions;

b) A short (one or two page) summary of the key features of the proposal;

c) A detailed description of Vehicle Costs associated with the requirements listed in this RFP.
Appendix A - Definitions and Administrative Requirements

1. Definitions

Throughout this Request for Proposals, the following definitions apply:

a) "Contract" means the written agreement resulting from this Request for Proposals executed by OILS and the Contractor;
b) "Contractor" means the successful proponent to this Request for Proposals who enter into a written contract with OILS;
c) "OILS" means Oklahoma Indian Legal Services, Inc.;
d) "Must" or "Mandatory" means a requirement that must be met for a proposal to receive consideration;
e) "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposals;
f) "Request for Proposals" or “RFP” means the process described in this document; and
g) "Should" or "Desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

2. Terms and Conditions

The following terms and conditions will apply to this RFP. Submission of a proposal in response to this RFP indicates acceptance of all terms that follow and that are included in any addenda issued by OILS. Provisions in proposals that contradict any of the terms of this RFP will be as if not written and do not exist.

3. Additional Information Regarding the RFP

Proponents are advised to fill out and return the attached Receipt Confirmation Form. All subsequent information regarding this RFP including changes made to this document will be posted on the following websites: OILS at https://www.oilsonline.org/services.html. It is the sole responsibility of the Proponent to check for amendments on these websites.

4. Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time. Late proposals will not be accepted. In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail. If no proposals are received within the allotted timeframe, additional proposals will be accepted for 30 days after the initial closing date.

5. Eligibility

Proposals may not be evaluated if the current or past activities or interests of the Proponent, or any sub-contractors proposed by the Proponent, may, in OILS’s opinion, give rise to an unresolved conflict of interest in connection with the project described in this RFP. This includes but is not limited to, involvement by a Proponent or any proposed sub-contractors in the preparation of this RFP. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with OILS Contact Person identified in this RFP.

Proposals from non-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

6. Evaluation

Evaluation of proposals will be by a committee formed by OILS and may include employees and contractors of OILS. All personnel will be bound by the same standards of confidentiality. O I L S intent is to enter into a contract with the Proponent who has the highest overall ranking based upon such an evaluation.

7. Negotiation Delay

If a written contract cannot be negotiated within thirty days of notification of the successful Proponent, OILS may at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

8. Debriefing

At the conclusion of the RFP process, all Proponents will be notified.

9. Alternative Solutions

If alternative solutions or products are offered, please submit the information in the same format as a separate proposal.

10. Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by OILS for purposes of clarification.

11. Proponents’ Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with OILS, if any. If OILS elects to reject all proposals, OILS will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final contract, or any other matter whatsoever.
12. Firm Pricing
Prices will be firm for the entire contract period unless this RFP specifically states otherwise.

13. Currency and Taxes
Prices quoted are to be in U.S. dollars, inclusive of duties where applicable; FOB destination with delivery charges included where applicable, and exclusive of the Goods and Services Tax (GST).

14. Completeness of Proposal
By submitting a proposal, the Proponent warrants that if this RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no charge.

15. Sub-Contracting
The use of a subcontractor must be clearly defined in the proposal. This includes a joint submission by two Proponents having no formal corporate links. In such a case, one of the Proponents must be prepared to take overall responsibility for the successful performance of the contract and this must be clearly defined in the proposal.

Where applicable, the names of approved sub-contractors listed in the proposal will be included in the contract. No additional sub-contractors will be added nor other changes made, to this list in the contract without the written consent of OILS.

16. Acceptance of Proposals
This RFP should not be construed as an agreement to purchase goods or services. OILS is not bound to enter a Contract with the Proponent who submits the lowest priced proposal, or with any Proponent. Proposals will be assessed considering the evaluation criteria and at the Project Team’s discretion. OILS will be under no obligation to receive further information, whether written or oral, from any Proponent.

Neither acceptance of a proposal nor execution of a contract will constitute approval by OILS of any activity contemplated in any proposal that requires any approval, permit, or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

17. Definition of Contract
Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written contract will constitute a contract for the goods or services. No Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

18. Contract
By submission of a proposal, the Proponent agrees that should its proposal be successful, the Proponent will enter into a Contract with OILS.

19. Contract Negotiation and Award
Following the evaluation and recommendation of the Evaluation Committee, Oklahoma Indian Legal Services may select one or more Proponents to enter negotiations for a contract or contracts as follows:

1. Oklahoma Indian Legal Services may elect to divide the Services into more than one contract, and enter negotiations with a Proponent with respect to a portion of the Services, and award more than one contract with respect to the Services;

2. If negotiations with any Proponent are not successful within such time period as Oklahoma Indian Legal Services may require, Oklahoma Indian Legal Services may at any time after the expiry of such time period discontinue further negotiation with that Proponent by written notice to the Proponent, and Oklahoma Indian Legal Services may at any time thereafter commence negotiations with another Proponent to finalize a contract in accordance with the foregoing process with another Proponent. The foregoing process may be undertaken and/or repeated until either a contract or contracts are awarded by Oklahoma Indian Legal Services or until negotiations have been terminated by Oklahoma Indian Legal Services; and

3. OILS reserves the right to negotiate additional services of a similar functional or technological nature from the successful Proponent without further competitive procurements.

20. Liability for Errors
While OILS has used considerable efforts to ensure information in this RFP is accurate, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by OILS, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

21. Modification of Terms
OILS reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time prior to entering into a contract with the successful Proponent.

22. Ownership of Proposals
Proposals submitted to OILS become the property of OILS. They will be received and held in confidence by OILS.

23. Use of RFP
Any portion of this document or any information supplied by OILS in relation to this RFP may not be used or disclosed for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing, by submitting a proposal, the Proponent agrees to hold in confidence all information supplied by OILS in relation to this RFP.
Appendix B - Receipt Confirmation Form

RFP – Vehicle Purchase & Requirements
Request for Proposals # 2022RFP-01

RECEIPT CONFIRMATION DEADLINE: The Receipt Confirmation Form must be received no later than 14 days from closing date (7/18/22) 16:00 hours (4:00 pm) Central Time by email to davis@oilsonline.org

FOR MORE INFORMATION/QUESTIONS: davis@oilsonline.org

CLOSING DATE/TIME OF RFP: Proposals must be received before 14 days from closing date (7/18/22) 16:00 hours (4:00 pm) Central Time.

PLEASE PROVIDE THE FOLLOWING INFORMATION ABOUT YOUR ORGANIZATION AND EMAIL TO davis@oilsonline.org:

Company:
Street Address:
City:
State:
Postal/ZIP Code:
Mailing Address (if different):
Phone Number: (   )

Contact Person:
Title:
Email:

Will you be submitting a proposal (please select/circle response): (yes) (no)