

Red Feather Development Group

Request For Proposals Program Years 2024-2027

New Mexico EnergySmart Program, Navajo Nation Date: 3/4/2024

Red Feather Development Group

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Purpose:

The following is a Request for Proposal (RFP) for appropriately licensed, insured, and bonded home weatherization contractors to provide energy audit, retrofit, and health and safety services in the Navajo Nation in New Mexico. Interested parties (Offerors) must meet the requirements detailed within.

Program Background:

Red Feather Development Group (Red Feather) is a sub-recipient of the New Mexico Mortgage Finance Authority's (MFA) EnergySmart Program, a Weatherization Assistance Program (WAP) funded by the U.S. Department of Energy (DOE) and other funding sources through which service providers weatherize homes for income-eligible homeowners, renters, and multifamily development owners. The mission of the WAP program is to reduce energy costs for low-income families, particularly for the elderly, people with disabilities, and young children, by improving the energy efficiency of their homes while ensuring their health and safety. The Program uses the most advanced technologies and testing protocols available in the housing industry. In addition to the comfort, health benefits, and energy savings for the household, the energy conservation resulting from the efforts of state and local agencies helps our country reduce its dependence on foreign oil and our carbon footprint.

Pursuant to MFA's Procurement Policy, all procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in Uniform Guidance, 2 CFR Part 200.317 through 200.326 as well as Part 200.327 which addresses contract provisions.

Red Feather will endeavor to ensure, in every way possible, that small, women-owned business enterprises and/or labor surplus area firms (collectively Disadvantaged Business Enterprises [DBE]) shall have every opportunity to participate in submitting proposals and providing services. DBE businesses are encouraged to submit proposals. Red Feather will not discriminate against any business based on race, color, religion, gender, national origin, age, or disability. Red Feather's policy is that suppliers of goods or services adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age, or disability.

Red Feather will enter a weatherization contract with the successful Offerors (i.e., Service Providers) for FY 2024-2025 with the option of three one-year renewals with Red Feather for services to be performed. All renewals will be subject to the amount and availability of funding. Therefore, upon funding availability, the identified Service Providers can hold a contract from January 1, 2024, through June 30, 2027.

Organizational History:

Founded in 1995, Red Feather Development Group (Red Feather) is a 501(c)3 nonprofit organization whose mission is to partner with Indigenous communities to develop and implement lasting and impactful housing solutions. Red Feather works closely with government officials, community members, housing professionals, and volunteers within each community to develop and implement these programs. The organization has successfully managed numerous private, corporate, academic, and federal grants.



Program Standards:

The DOE WAP reduces heating and cooling costs for low-income families who fall under the DOE income guidelines of 200 percent of the poverty income level, particularly for the elderly, people with disabilities, and households with children, by improving the energy efficiency of their homes while ensuring their health and safety. Households receiving SSI or TANF automatically qualify for the NM EnergySmart Program. The NM EnergySmart Program weatherizes single-family homes, mobile homes, and multifamily structures for income-qualified households. The program is governed through federal code 10 CFR 440. Details of the rules and regulations can be accessed in the link below: <https://www.ecfr.gov/current/title-10/part-440>

The unit-based program requires agencies to weatherize a specific number of homes in their assigned territory. Each home/unit must have an energy audit using the DOE-approved National Energy Audit Tool (NEAT) and/or Mobile Home Energy Audit (MHEA). An audit using the Targeted Retrofit Energy Auditing Tool (TREAT) software must be performed for multifamily structures. The DOE provides a separate funding source for training to ensure the accuracy of audits and the quality of work performed in the homes. Upon completion of the audit and weatherization on a home/unit, a certified final inspector is responsible for ensuring that the assessment and work meet the DOE standards.

There are several program standards for the NM EnergySmart Program. All information can be obtained in the documents listed below:

- DOE Weatherization Federal Regulations: 10 CFR 440: <https://www.ecfr.gov/current/title-10/part-440>
- WAP Program Notices: <https://www.energy.gov/eere/wap/weatherization-program-notices-and-memorandums>
- New Mexico State Plan for DOE weatherization: <https://housingnm.org/home-repair-and-energy-efficiency/energysmart-weatherization-assistance/learn-more/state-plans>
- MFA's Administrative Program Manual: MFA will provide upon request.
- Technical standards and specifications for the program are found in the NM EnergySmart Technical Standards and the Standard Work Specifications.
- NREL Standard Work Specifications (SWS): <https://sws.nrel.gov/>
- NM Energy Smart Technical Standards: MFA will provide upon request.

Offerors are expected to be familiar with the compliance codes below:

- IRC: <https://www.constructionbook.com/store/category/icc-codes>
- ASHRAE 62.2-2016: https://www.techstreet.com/standards/ashrae-62-2-2016?product_id=1912839
- ANSI Uniform Mechanical Code: <https://iapmomembership.org/store/2021-uniform-mechanical-code-soft-cover-w-tabs/1025/>
- BPI Technical Standards: http://www.bpi.org/standards_approved.aspx
- NFPA: <http://www.nfpa.org/>

Compliance With Other Federal Requirements:

- 10 CFR 440
- Standards for Financial and Program Management (2 CFR 200.300-200.309)
- Cost Principles (2 CFR 200 Subpart E)
- Financial Internal Controls (2 CFR 200.303)



- Protected Personally Identifiable Information (2 CFR 200, 200.1, and 200.338)
- Buy American Act, Pub. L. 117-58
- Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d, et seq. and 24 CFR Part 1)
- Fair Housing Act (42 USC 3601 et seq.)
- Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12892 and 24 CFR Part 107)
- Age Discrimination Act of 1975, as amended (42 USC 6101 et. seq.)
- Americans with Disabilities Act (42 USC 12101 et seq.)
- Equal Employment Opportunity, Executive Order 11246, as amended (24 CFR 570.607)
- Fair Labor Standards Act of 1938, as amended (29 USC 201, et seq.)
- Contract Work Hours and Safety Standards Act, as amended (40 USC 3701 et seq.)
- Anti-Kickback Act of 1986 (41 USC 8701-8707)
- Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u)
- Minority/Women's Business Enterprises, Executive Orders 11625, 12138 and 12432
- Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794)
- Lead-Based Paint Poisoning Act (42 USC §4822 and 24 CFR Part 35)
- Environmental Reviews (24 CFR Part 92.352)
- National Environmental Policy Act (NEPA) of 1968 (24 CFR Parts 50 and 58)
- Property Inspections (Housing Quality Standards) (24 CFR Part 982.401)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended by 42 USC 4601 and the regulations at 49 CFR Part 24, Subpart C
- Debarment & Suspension (Executive Order 12549, 51 Fed. Reg. 6370)
- Affirmative Outreach (24 CFR 576.407)
- Participation in HUD programs by Faith-Based Organizations (24 CFR 5.109)
- Davis Bacon Act (29 CFR part five)

Threshold Requirements

In addition to the terms of the services to be performed, the contract between Red Feather and the successful Offeror(s) (herein "Service Provider) shall include, but may not be limited to, terms substantially similar to the following.

1. **UEI:** Any Service Provider awarded \$30,000 or more (cumulative) must be in good standing with Sam.gov, which entails acquiring and maintaining an active Unique Entity Identifier (UEI), formally known as a DUNS #. Offerors can apply for UEI number here: <https://sam.gov/content/duns-uei>
2. **Debarment*:** Offeror must not have a "suspended," "debarred," or HUD "Limited Denial of Participation" status conferred upon it by Red Feather and other state or federal funding sources. Offerors must provide a print screen from <https://sam.gov/content/home> as proof of compliance and submit it with their proposal package.
3. **Legal*:** Service providers must describe any material, current, or pending litigation, administrative proceedings, or investigations that could impact the reputation or financial viability of the firm.
4. **Insurance:** Offerors must obtain the insurance coverage detailed here and provide documentation within two weeks of a preliminary award letter from Red Feather.



- a. Commercial General Liability Insurance. A commercial general liability insurance policy with combined liability limits for bodily injury or property damage will be required with limits below \$1,000,000.

\$1,000,000	Per Occurrence
\$2,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations (if applicable)
\$1,000,000	Personal and Advertising Injury
\$50,000	Damage to Rented Premises (if applicable)
\$5,000	Medical Payments
\$1,000,000	Builder's Risk Insurance (Applicable Construction Practices)
25% of Grant	Fidelity Bond or Employee Dishonesty Insurance

- b. Automobile Liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per Occurrence to include either "any auto" or "scheduled, owned, hired, and or non-owned vehicles. Such insurance shall have coverage for loading and unloading hazards.
 - c. Certificate of Insurance for workers' compensation coverage or Sole Proprietor Waiver if the Independent Contractor has no employees. If a Certificate of Insurance is provided, the insurer must agree to waive all rights of subrogation against Red Feather, its officers, agents, employees, and volunteers for losses arising from work performed by the Independent Contractor for Red Feather.
 - d. The Independent Contractor will name Red Feather as additional insured for general liability, including premises/operations, personal and advertising injury, products/completed operations, and as additional insured for automobile liability, and will specify that the insurance afforded by the Independent Contractor is primary and that any insurance coverage carried or self-insurance by Red Feather will be excess coverage and not contributory insurance to that provided by the Independent Contractor. Said policies must contain a severability of interest provision. Red Feather reserves the right to continue premium payment for which reimbursement will be deducted from amounts due or subsequently due Independent Contractor.
5. **Indemnity:** The Service provider accepts full responsibility and liability for the Scope of Work and for the proper obligation and expenditure of Program Funds under this agreement and shall defend, hold harmless, and indemnify Red Feather and its funders against any claims or liabilities, including attorneys' fees and costs of litigation, arising out of Service Provider's performance of or failure to perform the Scope of Work or arising out of any Project developed under the Scope of Work or for which Program Funds have been expended.
6. **Required Records:** The Service Provider will maintain adequate financial accounting, program, and project records for no less than five years after the expiration date or termination date of the agreement, whichever is later.



7. **Cost Reimbursements/Budget:** Payment under cost-reimbursable contract provisions shall be made upon Red Feather's receipt from the Service Provider of certified and documented invoices for actual expenditures allowable under the terms of this agreement.
8. **Termination:** In the event of a Service Provider's uncured breach, Red Feather may terminate the entire agreement or any part of the agreement.
9. **Termination for Convenience:** Per 2 CFR 200.326 and 2 CFR Part 200, Appendix II, Required Contract Clauses, Red Feather may terminate this agreement for convenience upon ninety (90) days written notice to the Service Provider. In the event of termination for convenience, the Service Provider shall be reimbursed for all costs incurred up to the termination's effective date, provided such costs are eligible costs hereunder.
10. **Obligation of Funds:** Service providers may not obligate funds, incur expenses, or otherwise implement program services before executing a contract with Red Feather.
11. **Use of Subcontractors:** Red Feather must pre-approve the use of service providers utilizing subcontractors, and such subcontractors must comply with the exact requirements of the service provider. The service provider will be fully responsible for the entire performance, whether or not subcontractors are used.

*Note: items marked above with * must be included in the Offerors' proposal to Red Feather. Failure to provide these items will disqualify the Offeror's proposal.*

Service Territory:

Services under this contract must be performed in all counties awarded to Red Feather Development Group, including San Juan, McKinley, Cibola, Sandoval, Rio Arriba, Socorro, Bernalillo, and other New Mexico counties where the Navajo Nation resides.

Program Budgeting:

The anticipated initial contract available to Offerors for Weatherization services is \$215,000.00, and for Health and Safety measures is \$81,000.00. The initial contract for FY 2024-2025 is to serve approximately 60 units.

The service provider must ensure that the costs of materials required to perform the services are no less than 25%. Invoices submitted with a materials cost ratio below the required 25% must include a written explanation of the variance and shall require MFA approval for reimbursement.

As funding becomes available to Red Feather during the contract period for activities like the work performed under the program, additional funding may, at Red Feather's option, be offered to the successful Offeror(s) without a new RFP. Red Feather retains sole discretion to make the judgment as to the need for additional RFPs. Satisfactory performance will be a prerequisite for consideration of additional funding.

It is important to note that all successful Offerors may receive funding for training and have access to vehicles and equipment necessary to perform weatherization services per the requirement set by the DOE within the 2023/2024 program year.



Cancelation of RFP or Rejection of Proposals

This RFP may be canceled, and all proposals may be rejected when it is in the best interest of Red Feather or the Hopi Tribe. In addition, Red Feather may reject any or all proposals which are not responsive. Offerors may also cancel their proposals at any time during the proposal process.

Scored Criteria:

- **Energy Efficiency/Construction Experience:** Provide a summary detailing the experience and performance in housing renovation activities. The summary must detail the project scope, date, location, and dollar value.
 - **Single Family**
 - 250 homes (15 points)
 - 100-249 homes (10 points)
 - Less than 100 homes (5 points)
 - Multifamily Homes
 - 10 Project or More (15 points)
 - 5-9 Projects (10 points)
 - Less than 5 projects (5 points)
- **Personnel Experience:** Outline the experience of the Offeror's management and construction staff that will directly work on assigned projects if awarded a contract by Red Feather. No more than five individuals in either category will be scored for 25 points in each category.
 - Management Staff (Construction Manager, Accounting, CFO, Owner, Etc.)
 - Less than two years experience: 1 Point
 - Two-Five Years: 3 Points
 - More than Five Years: 5 Points
 - Construction Field Staff
 - Less than 2 years experience: 1 Point
 - Two-Five Years: 3 Points
 - More than Five Years: 5 Points
- **Certifications** (points are cumulative for multiple certifications)
 - **Lead Based Paint Certifications**
 - Lead Inspector Certification (2 points)
 - Lead Renovator Certification (2 points)
 - Lead Abatement Supervisor Certification (4 points)
 - **Building Performance Institute Certifications**
 - Quality Control Inspector (5 points)
 - Building Analyst single family or multifamily (1 point)
 - Envelope Professional (1 point)
 - Crew Leader (2 points)
 - Energy Auditor (2 points)
 - Healthy Home Evaluator (1 point)
 - AC and Heat Pump (1 point)
 - Air Leakage Control Installer (1 point)



- Heating Professional (1 point)
- Infiltration and Duct Leakage (1 point)
- Manufactured Housing (1 point)
- Retrofit Installer Technician (2 points)
- Quality Control Inspector single or multifamily (6 points)
- **NM Licensing**
 - GB-02 Residential Contractor License (3 points)
 - MHD-02 or MHD-03 Mobile Home Contractor License (3 points)
 - EE-98- Electrical Contractor License (3 points)
 - MM-98- Mechanical Residential or Commercial License (4 points) OR
 - MM-01- Plumbing License (1 point)
 - MM-02- Natural Gas Fitting License (1 point)
 - MM-03- Heat, Vent, and Air Conditioning License (1 point)
 - MM-04- Heat, Cooling, and Process Pipe License (1 point)
- **Additional Certifications**
 - Infrared Thermographer Certification (1 point)
 - Asbestos-related certifications (1 point)
 - OSHA 30 (2 points)
 - Tribally Owned Business: 51% Native American/Alaskan/Hawaiian Ownership DFARS 252.226-7001 (5 Points)

RFP Advertisement:

Red Feather will advertise this RFP via email to current Red Feather service providers, the organization's website (www.redfeather.org), and local newspapers serving the areas impacted by this RFP.

RFP Training

Red Feather will host an RFP training on Tuesday, March 19th, at 10 am MST. The training can be accessed Details can be found on the RF website under the "About Us" page and RFP or by accessing this Zoom Meeting Link: <https://zoom.us/j/99945411191?pwd=cFJjSVY1N0Y4eEI3VnoyK0kvNitCdz09>

Meeting ID: 999 4541 1191 Passcode: 081099

RFP Questions

Any questions about this RFP must be asked on the Red Feather RFP webpage. Questions and answers will be responded to on the named webpage and publicly available to all interested parties. Questions and answers from the RFP training will also be posted on this site.

Proposal Submission:

The deadline for responding to this RFP is **March 29th, 2024, at 11 pm MST.** Proposals received after the due date will not be considered for funding. Proposals must be submitted to info@redfeather.org with EnergySmart RFP_Entity Name in the subject line.



Proposal Evaluation

An internal review committee of Red Feather staff will evaluate responses based on the scoring criteria detailed in this proposal. Red Feather does not guarantee and is not obligated to make an award. Awards will be based on the availability of funds, the Offeror's demonstrated experience, and the ability to meet the required qualifications. Projects will be assigned based first on the Offeror's qualifications, followed by the Offeror's ability to complete assigned jobs. Red Feather will continue to assign jobs in this fashion on a rolling basis until all funds have been exhausted. Offerors who can manage multiple jobs simultaneously will be allowed on a case-by-case basis.

Irregularities In Proposals

Red Feather may waive technical irregularities in the form of proposal of any Offeror selected for award, which do not alter the price, quality or quantity of the services offered.

Deficiency Correction Period:

Upon receipt of all timely submitted proposals, Red Feather staff members will review all proposals to verify that they are complete per the requirements of this RFP. Red Feather will notify Offerors if any corrections are needed during the deficiency period. The deficiency correction period may not be used to increase the Offeror's score. Items eligible for revision or submission during the deficiency correction period include missing or incomplete items. Red Feather shall email proposal deficiencies to each Offeror's designated contact person and provide three business days for corrective action. The proposal will be rejected without further review if the requested information is not provided within the timeframe or is submitted but remains deficient. Upon expiration of the deficiency correction period, Red Feather will not accept the Offeror's submission of any items still missing from the proposal.

Preliminary Awards

Final selections and preliminary award letters will be emailed to selected service providers by April 9, 2024. Selected Service Providers will then have five business days to provide insurance documentation. All unsuccessful Offerors will also be notified via email by April 9, 2024.

Protest:

Any Offeror aggrieved in connection with this RFP or the notification of preliminary selection to this RFP may protest to Red Feather. A protest must be based on an allegation of a failure to adhere to the evaluation process as designated in the RFP, including MFA's evaluation of proposals. The protest must be submitted by email to info@redfeather.org with Protest_EnergySmart Program_Offerors Name in the subject line.

The protest must be delivered to Red Feather within five business days after the award notification letters have been sent. Upon the timely filing of a protest, the Program Manager shall give notice of the protest to all Offerors who appear to have a substantial and reasonable prospect of being affected by the outcome of the protest. The Offerors receiving notice may file responses to the protest within five business days of notice of protest. The protest process shall consist of reviewing all documentation and any testimony that supports the protest.



Award and Commencement of Work:

After the closure of the protest period, subcontract agreements will be sent to successful offerors. Once this process is complete, the subcontractor can receive training and other resources needed to implement the program. The anticipated start date for energy audits and subsequent retrofit work is July 1, 2024.

Proposal Tenure

All proposals shall include a statement that the proposal shall be valid until an agreement award is issued, but no more than 90 calendar days from the proposal due date.

Proposal Confidentiality

Red Feather will not disclose the contents of any proposal or discuss the contents with an Offeror or potential Offeror to ensure the information does not become available to competing or potential Offerors. Proposal information will only be shared with the Hopi Tribe or respective agencies upon request.

Incurred Costs:

Red Feather will not be responsible for any expenses incurred by an Offeror in responding to this RFP. All costs incurred by Offerors in preparing, transmitting, or presenting any proposal or material submitted in response to this RFP will be borne solely by the Offeror.

RFP Timeline

Activity	Date
Publish RFP	3/6/2024
RFP Training	3/19/2024
RFP Q&A Red Feather Website	3/25/2024
Deadline For Receipt of RFP Responses	3/29/2024
Deficiency Correction Period Begins	4/3/2024
Deficiency Correction Period Ends	4/8/2024
Preliminary Award Notices Sent to Offerors	4/9/2024
Protest Period Begins	4/10/2024
Protest Period Ends	4/15/2024
Award Letters Sent to Successful Offerors	4/22/2024



Personnel Experience

Administrative Staff Capacity

Program/Staff Name	Title	Years of Experience	Capacity/Role/Services Offered

Field Staff Capacity

Program/Staff Name	Title	Years of Experience	Capacity/Role/Services Offered



Reputation Certification

Offeror Name

NO _____ There is no material, current, or pending litigation, administrative proceedings, or investigation that could impact the reputation or financial viability of the firm.

YES _____ Offeror must describe any material, current or pending litigation, administrative proceedings, or investigations that could impact the reputation or financial viability of the firm.



Offeror Certification

It will abide by all applicable tribal, federal, and state laws and all applicable statutory, regulatory, and judicially created rules and guidelines.

1. It understands that Red Feather will monitor its performance and compliance. It is in good standing with all its funding sources.
2. It complies with the Equal Employment Law and all government regulations regarding nondiscriminatory employment practices.
3. It understands and represents that any contract it enters with Red Feather will be binding in all respects.
4. This proposal shall be valid until contract award or 90 calendar days from the proposal due date, whichever is longer.

I HEREBY CERTIFY THAT ALL INFORMATION PROVIDED IN THE PROPOSAL IS TRUE AND CORRECT AND THAT I HAVE THE AUTHORITY TO BIND THE OFFEROR TO THE ASSURANCES, AS WITNESSED BY MY SIGNATURE BELOW.

Signature of Authorized Official on behalf of Offeror

Print Name and Title

Date



Campaign Contribution Disclosure Form

Under the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years before the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years before the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two years.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract under Section 13-1-181 NMSA 1978, or a contract that is executed may be ratified or terminated under Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or

2) a prospective contractor fails to submit a fully completed disclosure statement under the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

This form must be included in the Request for Proposal. It must be filed by any prospective contractor whether or not they, their family members, or their representatives have made any contribution subject to disclosure.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value,



including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf to elect the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor. "Pendency of the procurement process" means the period commencing with the public notice of the request for proposals and ending with the contract award or the cancellation of the request for proposals.

"Prospective contractor" means a person or business subject to the competitive sealed proposal process outlined in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

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Disclosure of Contributions by Prospective Offeror

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Printed Name

Title

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLAR (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Printed Name



List of Required Forms:

- List Of Board Members (If Offeror Is a Nonprofit)
- Debarment Print Screen from Sam.gov
- Disclosure of Contributions by Prospective Offeror
- Energy Efficiency/Construction Experience
- Management Capacity and Field Experience Form
- Offeror Certification
- Other Trade Certifications
- Proof of current registration with the New Mexico Attorney General's office
- Proof of GB-98 held in the name of the offeror for multi-family homes
- Proof of GB-02 license held in the name of the offeror for Single Family homes
- Proof of MHD-02 or MHD-03 license for work on mobile homes (not applicable for multi-family homes)
- Proof that the Offeror has not been "suspended," "debarred," or HUD's Limited Denial of Participation
- Reputation Certification
- Resumes of Key Staff
- UEI Number



Red Feather Development Group Board of Directors and Management

Name and Position	Expertise / Profession
PRESIDENT Chrystel Cornelius	Executive Director, First Nations Oweesta
VICE PRESIDENT Mark L. Hall, Pittsburgh, PA	Microsoft Consultant and former Red Feather Executive Director
SECRETARY Meghan Raftery Woodinville, WA	Microsoft Consultant
Board Member Ken Myers	Lead Faculty Building Trades, Coconino Community College
Board Member Eunice Begay	Senior Program & Projects Specialist, Navajo Nation
Executive Director Joe Seidenberg	Red Feather Executive Director
Program Manager Natash Begay	Red Feather Construction Manager



Red Feather Civil Rights Disclosure

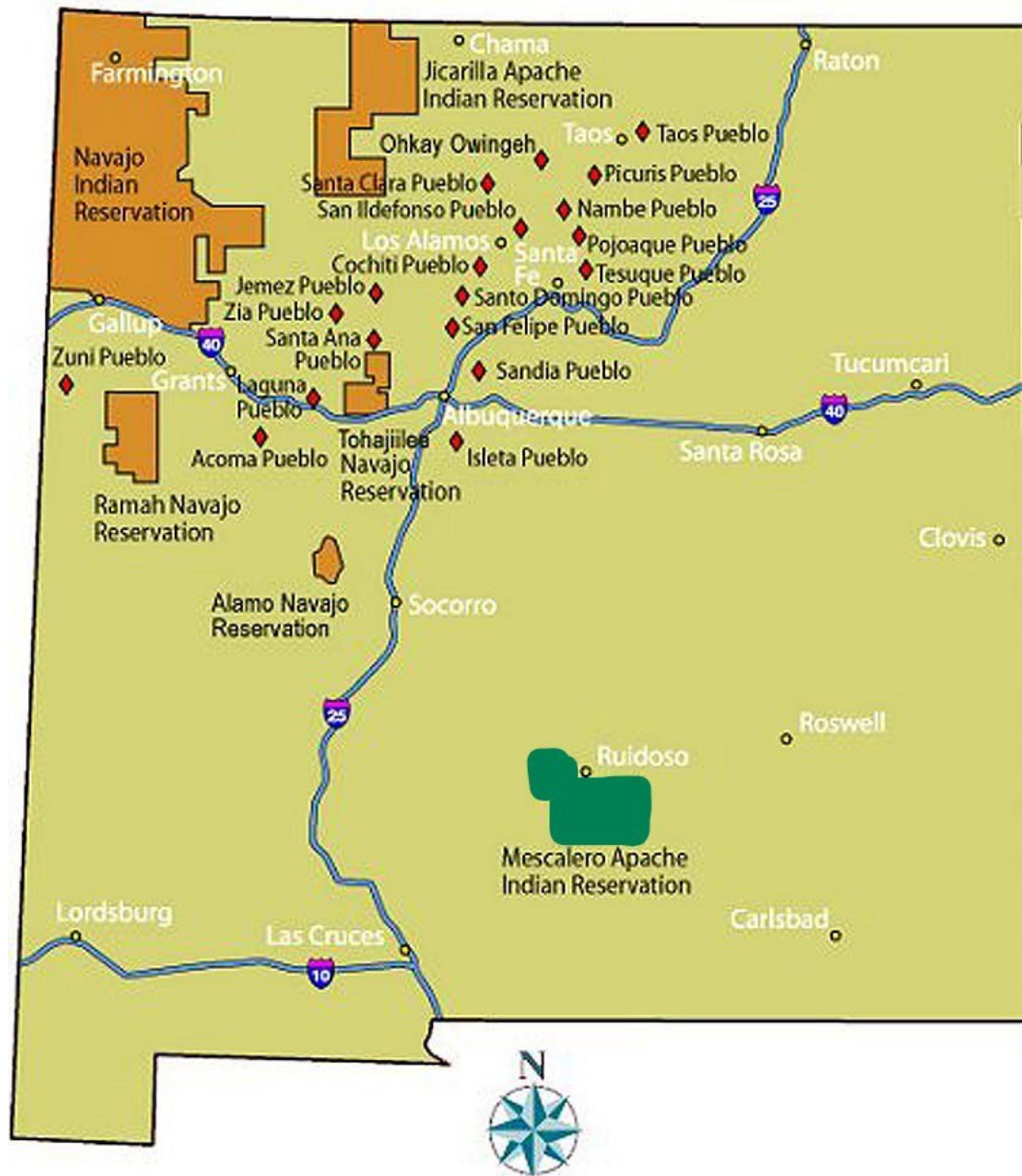
Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, Red Feather prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. Red Feather must make reasonable accommodations to allow a disabled person to participate in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, if necessary, Red Feather must provide sign language interpreters for people who are deaf, a wheelchair-accessible location, or enlarged print materials. It also means that the Red Feather will take any other reasonable action that allows you to participate and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in an alternative format or for further information about this policy, please get in touch with Aaron Secakuku at (928)440-5119 Ext 103

Code of Conduct

Offeror shall always conduct itself in a manner consistent with the Third-Party Code of Conduct. The Third-Party Code of Conduct is attached for review as **Exhibit B1**. Upon reasonable request by Red Feather, Offeror shall disclose information relating to conflicts or potential conflicts of interest.



Exhibit A1 NM EnergySmart Territory Maps




Territory	Location
Navajo Nation	



Exhibit B1 MFA Code of Conduct

NEW MEXICO MORTGAGE FINANCE AUTHORITY

THIRD-PARTY CODE OF CONDUCT

A. **Preamble.** The New Mexico Mortgage Finance Authority (“MFA”), an instrumentality of the state government, exists to serve the citizens of the State of New Mexico. To maintain the respect, trust, and confidence of the public, and consistent with MFA’s commitment to conduct its business in an ethical and legal manner, MFA requires that all Third Parties doing business with MFA comply with this Third-Party Code of Conduct and otherwise uphold the highest standards of ethics and behavior.

B. **Purpose.** The purpose of this Code of Conduct is to provide general guidelines and a minimum standard of conduct for Third Parties doing business with MFA.

C. **Definitions.** For this Third-Party Code of Conduct, the following words and phrases shall have the following meanings:

"MFA Employee" means any person employed directly by MFA and any person employed through a staffing agency or by contract and for whom MFA has the right to direct and control the work performed.

"MFA Member" means a member, and with respect to an ex-officio Member, his or her proxy, of the Board of Directors of the MFA.

"MFA Management" means the Executive Director, Deputy Director of Programs, Deputy Director of Finance and Administration, and Director of Human Resources employed by the MFA.

"Transaction" means any transaction including, but not limited to any sale, purchase, or exchange of tangible or intangible property or services; any loan, loan commitment, or loan guarantee; any sale, purchase, or exchange of mortgage loans, notes, or bonds; or any other business arrangement or contract therefor.

D. **Conflicts of Interest.** Third Parties should avoid engaging in any activity that would conflict, interfere, or even create the appearance of a conflict with their business with MFA. Third Parties must disclose any potential conflicts to MFA in writing as soon as practicable upon discovery or recognition. Examples of potential conflicts include, but are not limited to:

- Engaging in a conflict-of-interest transaction is prohibited by Section F of MFA’s Code of Conduct, which can be found at: https://housingnm.org/uploads/documents/Section_F_of_MFA_Code_of_Conduct.pdf
- Providing gifts and entertainment to any MFA Employee, MFA Management, or MFA Member in an attempt to improperly influence MFA business decisions.

MFA shall not enter any Transaction with a former MFA Member or former MFA Management for a period of one (1) year after such person ceases to be an MFA Member or MFA Management, except with prior approval of a disinterested majority of all current MFA Members.

To the extent applicable, the Third Party shall disclose conflicts of interest required under state or federal law, including but not limited to 2 CFR 200.112.

E. **Anti-Discrimination and Anti-Harassment Policy.** MFA is committed to maintaining an employment environment in which all individuals are treated with respect and dignity and expects the same from Third Parties doing business with MFA. MFA expects that Third Parties will maintain a workplace where employment-related decisions are based on performance, ability, or other legitimate, non-discriminatory bases and are never based on race, color, national origin, ancestry, citizenship status,

religion, sex, sexual orientation, gender identity, age, physical or mental disability, serious medical condition, marital status, status about public assistance, veteran status, or any other legally protected status.

MFA also maintains and expects Third Parties to maintain a workplace free of unlawful harassment. This includes harassment based upon any of the above legally protected status (such as age, sex, religion, national origin, etc.) and which creates an intimidating, hostile, or offensive working environment. This also includes sexual harassment, which is defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature



when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidated, hostile, or offensive working environment.

MFA will also not tolerate any form of unlawful discrimination or harassment of an MFA Employee by any Third-Party including by its employees, owners, managers, members, directors, agents, or representatives.

F. Confidential Information and Intellectual Property. Third Parties doing business with MFA must protect any confidential or proprietary information belonging to MFA or any other third-party with whom MFA does business, if such other third-party has provided MFA with confidential or proprietary information. Confidential or proprietary information includes but is not limited to, any non-public financial information, business processes and systems, intellectual property, personally identifiable information of MFA's customers, and personally identifiable or private information about any MFA Employee, MFA Member, MFA Management, third-party, or customer, such as identity, medical, employment, or financial information.

To the extent necessary for a Third-Party to share MFA's confidential or proprietary information with a sub-contractor, MFAs expects the Third-Party to implement adequate controls at a level no less than those outlined in this Third-Party Code of Conduct with such sub-contractor.

Third Parties must not infringe upon the intellectual property rights of other companies or organizations.

Third Parties must return all confidential and proprietary information to MFA when the contractual relationship between MFA and the Third-Party has terminated, unless otherwise specified by contract. The obligation to protect MFA's confidential and proprietary information continues after any business relationship between MFA and the Third-Party ends.

MFA may require that Third Parties sign a separate confidentiality and non-disclosure agreement.

G. Onsite Visitor Requirements. While on MFA's premises, Third Parties must comply with all MFA rules and procedures, including security measures and requests. These may include but are not limited to:

- Registering with reception.
- Accessing only authorized areas unless accompanied by an MFA Employee.
- Promptly reporting known security violations and property loss or damage.
- Complying with all MFA facility requirements, including maintaining a substance-free and violence-free workplace.
- Any public health and safety policies, including wearing a face mask.

H. Compliance with Laws, Regulations, Policies and Procedures and Contracts. All Third Parties must comply with all applicable state and federal laws, codes, and regulations and MFA's policies and procedures to the extent applicable to the Third Party and must not violate any terms and conditions established by the contract with MFA.

I. Business Integrity. Any forms of illegal or inappropriate activity by a Third-Party doing business with MFA, including, but not limited to, corruption, misrepresentation, extortion, embezzlement, or bribery, are strictly prohibited and may result in termination of any or all agreements with MFA.