



Red Feather Development Group
FEIN 91-1632134,
501c-3 Tax-Exempt Nonprofit Corporation
2717 N Steves Blvd, Suite 8, Flagstaff, AZ 86004
Phone: (928) 440-5119 or 5122

Date: 12/18/2023

RE: Request for Qualifications for The Provision of Home Repair Services

Purpose:

The following is a Request for Proposal (RFP) for appropriately licensed, insured, and bonded residential home repair contractors to perform health and safety housing repairs on the Hopi Reservation in Arizona. Interested parties (Offerors) must meet the requirements detailed within.

Red Feather received a pass-through grant for \$400,000.00 from the Hopi Tribe as part of the U.S. Department of Treasury Homeowner Assistance Fund (HAF) Program Funds established under section 3206 of the American Rescue Plan Act of 2021 ("ARPA"). Red Feather and their selected Service Providers must comply with the procurement rules and regulations established by the Federal government detailed in Uniform Guidance Subpart D § 200.318 – 200.320 and enforced by the Hopi Tribe.

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.

Scope of Work:

Red Feather seeks to provide Hopi homeowners with vital home repairs that will significantly impact health outcomes, including but not limited to roofing, heating and cooling systems, plumbing, bathroom additions, electrical, and ADA accommodations. All funds associated with this RFP must be allocated by the end of FY'24 and fully expended by July 2025.

Process:

Red Feather will manage client intake and processing of all interested home repair applicants. Red Feather Case Coordinators will perform initial cursory home assessments for qualified clients and work with homeowners to identify their top home repair priorities. Service Providers will then be assigned to project sites based on their qualifications and availability to successfully address the prioritized home repairs. After visiting the project sites, Service Providers will submit a detailed scope of work, detailing labor and material costs via line items corresponding to pricing listed in a recognized third-party residential remodel cost book for 2024, such as [RS Means](#), [Craftsman](#), or other agreed-upon publications. Additional line items must be listed for travel and per-diem costs based on federal rate guidelines for FY'24. A final line item detailing the Service Provider's pre-approved profit mark-up percentage (i.e. Multiplier Factor) must be included. This Multiplier Factor should consist of the Service provider's profit margin and all other expenses (insurance, taxes, etc.). Offerors must purchase the selected price book in advance to respond to this RFP appropriately, and it is solely at the expense of all offerors. Red Feather management will verify cost book data and then issue permission for the Service Provider to proceed with work.

Service Providers are responsible for procuring all needed materials and tools to complete assigned projects. All work must meet International Residential Code Standards and a clear timeline for completion.

A per-home price cap for repairs will be set at \$25,000.00. Unapproved cost overruns will be at the expense of the Service Providers. Change orders will proceed in the same fashion as the initial process. Red Feather will be the primary liaison between the homeowner and Service Providers.

Service Providers must document their work with before and after photos. Upon completion, a Red Feather Case Coordinator will inspect the project against the work order. If the work has been completed as detailed, the project will be sent to the Red Feather accounting department for payment. Payment terms are net 30 days. The Service provider shall guarantee all material and workmanship for not less than one year after the final payment date. Correcting defective material or faulty workmanship during the warranty period will be at the Service provider's expense.

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.

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. **Hopi Tribe Business License:** All selected Offerors must obtain a Hopi Tribe Business License within one month of receiving a conditional award letter from Red Feather. The fee for a non-Hopi business is \$500.00 per year. The Hopi Tribe understands the need for expediency in the expenditure of Hopi HAF funds and will work accordingly to approve business license requests. Application materials are available [here](#).
3. **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.
4. **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.

5. **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 occurrence version is not less than One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate.
 - b. The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations and shall consist of the following.
 - i. General Aggregate \$2,000,000
 - ii. Products/Completed Operations Aggregate \$1,000,000
 - iii. Personal and Advertising Injury \$1,000,000
 - iv. Fire Legal Liability \$50,000
 - v. Each Occurrence \$1,000,000
 - 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.
6. **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 and all 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.
7. **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.
8. **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.
9. **Termination:** In the event of a Service Provider's uncured breach, Red Feather may terminate the entire agreement or any part of the agreement.

10. **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.
11. **Obligation of Funds:** Service providers may not obligate funds, incur expenses, or otherwise implement program services before the execution of a contract with Red Feather.
12. **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.*

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)

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:

- **Multiplier Factor: Offeror's** profit mark-up percentage (i.e., Multiplier Factor). The Offeror must review cost book data for residential repairs across various activities (roof replacement, window and door upgrades, wood stove changeouts, electrical and plumbing work, etc.) and select a desired multiplier. Points will be awarded to the three lowest offerors. Offerors falling outside of the lowest three multipliers will receive zero points.
 - 15 Points: lowest multiplier
 - 10 Points: 2nd lowest multiplier
 - 5 Points: 3rd lowest multiplier
- **Residential Housing Repair 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.
 - 51-100 homes (15 points)
 - 25-50 homes (10 points)
 - 1 -25 homes (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 of experience: 1 Point
 - Two-Five Years: 3 Points
 - More than Five Years: 5 Points
 - Construction Field Staff
 - Less than 2 years of experience: 1 Point
 - Two-Five Years: 3 Points
 - More than Five Years: 5 Points
- **Field Certifications** (points are cumulative for multiple certifications)
 - Arizona Licensing (or Colorado, Utah, or New Mexico Equivalents)
 - B-General Residential Contractor (5 Points)
 - KB-1 Dual Building Contractor (5 Points)
 - KB-2 Dual Residential and Small Commercial (5 Points)
 - B-3 Remodel and Repair Contractor (3 Points)
 - R-11 Electrical (3 Points)
 - R-37 Plumbing, Including Solar (3 Points)
 - R-39 Air Conditioning and Refrigeration, Including Solar (3 Points)
 - R-42 Roofing (3 Points)
 - R-41 Septic Tanks and Systems (2 Points)
 - R-61 Carpentry, Remodeling and Repairs (2 Points)
 - R-2 Excavating, Grading, and Oil Surfacing (1 Point)
 - R-7 Carpentry (1 Point)
 - R-31 Masonry (1 Point)

- R-62 Minor Home Improvements (1 Point)
- Other Certifications:
 - Lead Renovator Certification (1 points)
 - Building Analyst Single family (1 point)
- Tribally Owned Business: 51% Native American/Alaskan/Hawaiian Ownership [DFARS 252.226-7001](#) (5 Points)

Please Note: Non-licensed, uninsured contractors are ineligible to respond to this RFP.

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.

RFP Training

Red Feather will host an RFP training on Thursday, January 4, at 10 am MST. The training can be accessed here: [Red Feather Hopi RFP Training](#). Zoom Meeting ID: 938 5916 0053 and Passcode: 559384. Details can also be found on the RF website under the "About Us" page and RFP.

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 RFQ is January 19, 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 HOPI ARPA RFP_Entity Name in the subject line.

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. If the requested information is not provided within the timeframe or is submitted but remains deficient, the proposal will be rejected without any further review. Upon expiration of the deficiency correction period, Red Feather will not accept the Offeror's submission of any items still missing from the proposal.

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.

Preliminary Awards:

Final selections and preliminary award letters will be emailed to selected service providers by February 5, 2024. Identified service providers can obtain a business license from the Hopi tribe and insurance requirements. Once these items are provided to Red Feather, home repair projects will be assigned to the awardees.

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.

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 of any proposal 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.

Red Feather Development Group is an equal opportunity provider. All qualified applicants will receive consideration for employment regardless of race, color, creed, tribal affiliation, religion, national origin, sex, sexual orientation, gender identity, age, marital status, disability, or status as a veteran, disabled veteran, or Vietnam era veteran by applicable federal and state statutes and regulation.

Administrative and Management 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

Offeror 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

("Offeror") is submitting a proposal to Red Feather to be a service provider under the Hopi ARPA Program.

Offeror certifies that:

1. It will abide by all applicable tribal, federal, and state laws of Arizona and all applicable statutory, regulatory, and judicially created rules and guidelines.
2. It understands that Red Feather will monitor its performance and compliance. It is in good standing with all its funding sources.
3. It complies with the Equal Employment Law and all government regulations regarding nondiscriminatory employment practices.
4. It understands and represents that any contract it enters with Red Feather will be binding in all respects.
5. 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