

**REQUEST FOR PROPOSALS (RFP)**  
**No. P26011**

**Employee Uniforms**



## **Request for Proposals (RFP) No. P26011, Employee Uniforms**

October 1, 2026

To whom it may concern:

Attached is a Request for Proposals for Employee Uniforms. Please consider submitting a proposal for providing these services if your firm meets the qualifications and is interested and available. Please review the RFP for details. Proposals are due by 2:00 PM CST on October 29, 2026. Thank you for your consideration.

Sincerely,

Minneapolis Public Housing Authority

# **Request for Proposals (RFP) No. P26011, Employee Uniforms**

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**Attachment A. RFP Document**

**Attachment B. Pricing Sheet for Additional Uniform Items**

**Attachment C. Profile of Firm Form**

**Attachment D. HUD Form 5369-B**

**Attachment E. Statement of Proposer's Qualifications**

**Attachment F. Section 3 Business Self Certification Form**

**Attachment G. W/MBE and Section 3 Subcontractor Certification**

**Attachment H. Sample Contract**

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1. **Introduction.** The Minneapolis Public Housing Authority (MPHA) is a public entity that was formed in 1991 to provide federally subsidized housing and housing assistance to low-income families, within the City of Minneapolis, Minnesota. MPHA is headed by an Executive Director (ED) and is governed by a nine-person board of commissioners and is subject to the requirements of Title 2 of the Code of Federal Regulations and MPHA's Procurement Policy.

MPHA owns and/or manages: (a) 42 high-rise apartment complexes totaling approximately 5,000 units; (b) approximately 825 scattered site units throughout the City of Minneapolis; (c) 200 townhome units in the Glendale and Minnehaha family development; and (d) administers over 5,000 Section 8 Housing Choice Vouchers. MPHA has approximately 400 employees.

MPHA is focused on providing quality, deeply affordable homes for the 26,000 people we serve and assuring these homes are here for decades to come, for those who need them most. MPHA's long-term vision is founded on three strategic initiatives: housing preservation and creation; education, employment, and health; and operational excellence.

2. **Invitation:** The Minneapolis Public Housing Authority (MPHA) is pleased to issue this Request for Proposals (RFP) to highly qualified firms ("Proposer") to provide Employee Uniforms at any of the MPHA properties throughout the City of Minneapolis.
3. **Pre-Proposal Conference:** There will be no pre-proposal conference.
4. **Question Deadline and Contact with MPHA:** It is the Proposer's responsibility to address all communication and correspondence, including questions pertaining to this RFP process to the Buyer only. The Buyer will respond to all such inquiries in writing by addendum to all prospective Proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the Buyer will not conduct any substantive conversation that may give one prospective Proposer an advantage over other prospective Proposers. This does not mean that prospective Proposers may not call the Buyer—it simply means that, other than making replies to direct the prospective Proposer where his/her answer has already been issued within the solicitation documents, the Buyer may not respond to the prospective Proposer's inquiries but will direct him/her to submit such inquiry in writing so that the Buyer may more fairly respond to all prospective Proposers in writing by addendum. Proposers must not make inquiry or communicate with any other MPHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for MPHA to not consider a proposal submittal.

Kate Tolle, Buyer  
Minneapolis Public Housing Authority  
[ktolle@mplspha.org](mailto:ktolle@mplspha.org)  
Office: 612-342-1478  
TDD/TTY: (800) 627-3529

The deadline to submit questions is Thursday, October 15, 2026 at 2:00 PM CST.

5. **Proposal Due Date:** The Proposer shall submit an **electronic copy**, along with pricing on the Housing Agency Marketplace:
  1. Access [ha.internationalprocurement.com](http://ha.internationalprocurement.com).
  2. Click on the "Login" button in the upper left side.

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3. Follow the listed directions.
4. If you have any problems in accessing or registering on the Housing Agency Marketplace, call customer support at (866) 526-9266.

The submittal shall be made at or before Thursday, October 29, 2026 at 2:00 PM CST.

**NOTE: Late Proposals may not be accepted.**

6. **SCOPE OF WORK.** Minneapolis Public Housing Authority (MPHA) is currently seeking proposals from qualified firms to provide uniforms, including embroidery services. The successful Proposer shall supply, alter, embroider, and deliver various uniform items to MPHA staff on an as-needed basis. Typical uniform items include shirts, vests, pants, coveralls, jackets, and hats. All items must be new and of current manufacturer's production. Only MPHA approved uniform items may be sold.

### **6.1 Uniform Specifications.**

- 6.1.1 **Embroidery.** The Proposer shall embroider MPHA's logo on all shirts, vests, jackets, coveralls, and hats. The embroidery of the logo shall use Maderia brand threads in gold (#1137), burgundy (#1035), and navy (#1242), or an approved equivalent (any proposed equivalents must be pre-approved by MPHA in writing). When the logo is embroidered on a navy-blue apparel item, the burgundy thread shall be replaced with white thread. The Proposer shall also embroider the employee's first name and last initial on all shirts, vests, coveralls, and jackets. The embroidery of employee names shall be done in Maderia brand threads in gold (#1137), or an approved equivalent, and shall be 10mm script with upper and lowercase letters. When embroidering on shirts, vests, coveralls, and jackets, the MPHA logo shall be on the left side of the apparel item and the first initial and last name shall be on the right side.
- 6.1.2 **Uniform Colors.** The Proposer shall supply uniform tops in MPHA's approved colors of light blue, navy blue, and white. Uniform bottoms are approved in gray, and navy blue for qualified Union allotment or otherwise authorized personnel. Pest control bottoms are approved in khaki colored and Painter bottoms are approved in white.
- 6.1.3 **Safety Uniform.** The Proposer shall provide uniform tops in MPHA-approved colors, including light blue, navy blue, and white. Uniform bottoms shall be provided in gray or navy blue for employees who are eligible for a uniform allotment under the applicable Union agreement or who are otherwise authorized by MPHA. Pest control personnel shall wear khaki-colored uniform bottoms, and painters shall wear white uniform bottoms. The Proposer shall ensure that uniform colors are consistent with the requirements applicable to each employee classification and assignment.
- 6.1.4 **Sizes Available.** The Proposer shall provide uniform items in sizes XS through 4XL in both men's and women's styles. The proposed pricing for all applicable items shall include items in sizes XS through 4XL at no additional charge. The Proposer may propose an additional surcharge for extended sizes larger than 4XL,

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provided that such surcharge is clearly identified in your proposal in Attachment B.

**6.1.5 Basic Alterations.** The proposed fees shall include basic alterations for uniform items to fit properly, including waist and hem alterations. Uniform items that are improperly fitted to an individual shall be replaced or altered by the Proposer at no additional expense to MPHA within 30 days from date of purchase.

**6.1.6 Discontinued Items.** The Proposer shall provide MPHA with a monthly report identifying orders that cannot be fulfilled due to items being difficult to obtain, unavailable, or discontinued. For any discontinued item, the Proposer shall notify MPHA and provide suitable replacement options for MPHA's approval. Any approved replacement item shall be provided at the same discount rate as the discontinued item.

**6.1.7 Brands and Proposed Equivalent Products.** Proposers must bid on all pricing items (i.e. products) detailed in Section 8.1. If proposing an alternative, equal product for any pricing item (product), the Proposer must submit such proposed equivalent product in writing to MPHA prior to the question deadline. The Proposer shall include backup documentation demonstrating each proposed alternative product's equivalence.

**6.2 Delivery and Turnaround Time.** The Proposer shall deliver MPHA uniform orders within twenty (20) business days following the placement of an order, even if the complete order is not yet ready for shipment, item must be shipped. Uniform items requiring extended or custom sizing, embroidery, sewing, tailoring, or other alterations shall be delivered within thirty (30) business days following the placement of an order. The Proposer shall deliver all uniform items to the MPHA location designated by MPHA, based on the work assignment of the individual employee who placed the order. Proposer shall outline their typical turn-around time. If there are additional costs, these should be clearly identified in your proposal in Attachment B.

**6.3 Returns.** The Proposer shall accept and provide full returns for products purchased by MPHA within 30 days of an order being received provided the items have not been altered or embroidered. All refunds shall be credited to MPHA's account.

**6.4 Location.** The Proposer must have a store front where staff can try on items within 20 miles of MPHA's main office at 1001 Washington Ave N, Minneapolis, MN 55401. If the Proposer does not have a store front within 20 miles of this location, the Proposer must provide samples of uniform items at MPHA's request for staff to try on at no additional cost to MPHA (including shipping, return shipping, etc.).

**6.5 Warranty.** The Proposer shall provide a warranty for all workmanship, fabric and/or material defects. This warranty shall apply to all purchased uniform items and related items for a period of twelve (12) months from the date of item receipt by MPHA. Any cost associated with the repair or replacement of any purchased uniform item due to defects shall be the sole responsibility of the Proposer.

**6.6 Non-Exclusive Award.** As a result of any ensuing contract award, MPHA will not guarantee that the successful bidder is the exclusive provider for MPHA's uniform

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services. MPHA reserves the right to conduct additional solicitations (i.e. informal quotes; formal bids) or micro-awards to other firms if MPHA feels that doing so is in its best interests.

7. **Proposal Format:** MPHA intends to retain the firm pursuant to a “Best Value” basis, not a “Low Bid” basis (“Best Value,” in that MPHA will, as detailed in this section, consider factors other than just cost in making the award). Therefore, to allow for easier comparison of proposals during evaluation, proposals should contain the following sections and appendices and be arranged in consecutive order.

- 7.1 **Pricing Sheet for Additional Uniform Items (Attachment B).** This form must be fully completed and submitted under this section as part of the proposal submittal.
- 7.2 **Profile of Firm Form (Attachment C).** This form must be fully completed and submitted under this section as part of the proposal submittal.
- 7.3 **Personnel Listing and Relevant Experience/Capacity.** The Proposer should place documentation under this tab demonstrating their relevant experience, qualifications, and personnel to perform the services.
- Brief history of your company, including the number of years the firm has been in practice;
  - State your standard delivery time (in days) and any available options that the MPHA may have for expediting delivery; must ship items that are in stock even if complete order isn't ready to ship due to back-ordered items.
  - Detail any rebates, custom lists, or other incentive offers that will be extended through the contract;
  - Describe and provide any product or service warranties offered by your organization;
  - The project team members, their roles on the project and contact information for each.
- 7.4 **Scope of Services.** Describe in detail how the services will be provided. Include your entire catalogue within the scope of this RFP. Include detailed listing and price lists (including discounts) of the items within the Description of Services. Proposers may also include any additional products and/or services not included in the Description of Services that you think will enhance and/or add value to this contract.
- 7.5 **Pricing Sheet for Additional Uniforms Items (Attachment B).** This form must be fully completed and submitted under this section as part of the proposal submittal.
- 7.6 **Profile of Firm Form (Attachment C).** This form must be fully completed and submitted under this section as part of the proposal submittal.
- 7.7 **HUD Form 5369-B (Attachment D).** This form must be fully completed and submitted under this section as part of the proposal submittal.
- 7.8 **Statement of Proposer's Qualifications (Attachment E).** This form must be fully completed and submitted as part of the proposal submittal.

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- 7.9 Section 3 Business Self Certification Form (Attachment F) (Optional).** Any Proposers claiming a Section 3 Preference must include the complete Section 3 Business Self Certification Form. Prior to award, MPHA will request additional documentation from the successful Proposers (s) to confirm their section 3 status.
- 7.10 W/MBE and Section 3 Certification Form (Attachment G).** Proposers shall document their efforts to meet the W/MBE and Section 3 participation goals by completing this certification form and submitting it with their proposals.
- 7.11 References.** The Proposer should include a list of at least three references that can document your firm's experience with other Housing Agencies or Government Entities. The Proposer should include contact information for each reference. The Proposer may use MPHA as references in addition to three references outside of the Agency.
- 7.12 Other Information (Optional).** The Proposer may include under this tab any other information that the Proposer believes is appropriate to assist MPHA in its evaluation of their proposal.
- 8. Entry of Proposed Fees.** Proposers shall submit proposed fees in the Housing Agency Marketplace for each pricing item listed in the table below. Unless otherwise stated, the proposed fees are all inclusive of all related costs that the successful bidder will incur to provide the noted services, including but not limited to embroidery, basic alterations, employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; mileage; trip fees; document copying; etc.

Proposers must enter pricing for all pricing items in the Housing Agency Marketplace. Any proposed equivalent products must be submitted in writing to MPHA for consideration by the question deadline (see Section 4). The estimated quantities listed for each pricing items are based on MPHA's estimate of annual volume. MPHA will take the total sum of all pricing items (for a total sum for contract years 1-5) to determine the apparently lowest bidder. This includes calculating a total cost for each potential contract year and then taking the total sum of all contract years to get the total bid amount.

The fees for pricing items 1-10 are to be held firm for the first contract year. Pricing items 11-14 will be the percent increase in the proposed fees should the contract be renewed beyond the first year. If Proposer wants to increase pricing 3% each year, they will enter "3" for each pricing items 11-14. Proposers are not required to have an increase (in such case, enter 0 for those pricing items), but failure to put a percent above 0 will mean the contract price remains firm with no allowance for an increase throughout the contract term.

- 8.1 Realistic Fees.** The Proposer is encouraged to propose a realistic fee for each Pricing Item as MPHA will not negotiate any fees after the deadline. MPHA reserves the right to not award to any Proposer that proposes an unreasonable fee(s). The pricing items are as follows:

| Item No. | Qty | U/M  | Service Description                                  |
|----------|-----|------|------------------------------------------------------|
| 1        | 500 | Each | Sport-Tek Posicharge Elevate Tee Mfg#SQ380           |
| 2        | 500 | Each | L/S Ultimate Performance Crew Mfg#TS813              |
| 3        | 500 | Each | Port & Company - 50/50 Cotton/Poly T-Shirt Mfg#TS742 |

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|    |     |      |                                                                    |
|----|-----|------|--------------------------------------------------------------------|
| 4  | 250 | Each | Flexfit Ballcap Mfg#HW663                                          |
| 5  | 300 | Each | Carhartt Men's Washed Duck Dungaree Mfg#TU348                      |
| 6  | 200 | Each | Port & Company Fleece-Lined Knit Cap Mfg#HD441                     |
| 7  | 150 | Each | Berne Men's Coastline Waterproof Insulated Storm Jacket Mfg#JA3847 |
| 8  | 150 | Each | Tru-Spec 24-7 Simply Tactical Cargo Shorts Mfg#TR740               |
| 9  | 250 | Each | District V.I.T. Fleece Full-Zip Hoodie Mfg#SW1756                  |
| 10 | 150 | Each | Dickies Industrial Cargo Shorts Mfg#TR029                          |
| 11 | 1   | Each | Percent Increase for Contract 2                                    |
| 12 | 1   | Each | Percent Increase for Contract 3                                    |
| 13 | 1   | Each | Percent Increase for Contract 4                                    |
| 14 | 1   | Each | Percent Increase for Contract 5                                    |

- 8.2 Points for Proposed Fees.** The sum of all line items will determine the points awarded for the Proposed Fees Evaluation Factors. The Proposer with the lowest total fees will receive 100% of the points; each of the other Proposers will receive a percentage of the points based on how their fees compare to the lowest fees (e.g. If the Proposed Fees Evaluation Factor is worth up to 50 points, and Proposer A's fees total to \$100 and Proposer B's fees total to \$125, Proposer A would receive 50 points and Proposer B would receive 40 points ( $\$100/\$125 = 0.8$ ,  $0.8 \times 50 \text{ points} = 40 \text{ points}$ )). While MPHA intends to award points for Proposed Fees based on the method just described, MPHA reserves the right to award points for Proposed Fees in other manners if MPHA determines that doing so is in its best interests or is the most equitable as determined by MPHA. For example, in some cases it may make sense to award points based on rankings (e.g. If there are five Proposers, the 50 points for the Proposed Fees Evaluation Factor would be based on the rankings after total fees are calculated. The Proposer with the lowest fees would receive 50 points, the second lowest would receive 40 points, third would receive 30 points, fourth would receive 20 points, and fifth would receive 10 points).
- 8.3 Quantities.** All quantities entered by MPHA herein and in the Housing Agency Marketplace are for calculating purposes only and are estimates regarding annual usage and are not a guarantee of work. MPHA reserves the right to order from the Proposer on a work order basis, any amount of goods and/or services MPHA requires.
- 8.4 Entry of Proposed Fees.** Proposers are strongly encouraged to submit a realistic and reasonable fee for each pricing item. Additional proposed fees cannot and will not be accepted after the bid submittal deadline. Proposers must propose fees (and therefore services) for all pricing items, meaning bidders cannot "pick and choose" which pricing items (or services) that they wish to respond to. After entry of proposed unit fees for the pricing items, the Housing Agency Marketplace will automatically multiply such fees by the listed quantities. MPHA will take the total sum of all line items to get the Total Calculated Cost that will determine the apparent low bidder.
- 8.5 Realistic Proposed Fees.** Each proposer is strongly encouraged to submit a realistic fee for each pricing item; MPHA will not negotiate an increase to any proposed fees after the submittal deadline. MPHA reserves the right to not award to any proposer that, in MPHA's opinion, proposes a fee that is deemed by MPHA to be unreasonable. For example, if a bidder enters \$1.00 per hour for an hourly pricing item, then \$1.00 per hour

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is what the bidder will charge MPHA for the work if MPHA deems such is in its best interests. If, despite this warning, a proposer proposes a fee that MPHA deems is not realistic, MPHA reserves the right to require the bidder to, prior to the execution of the contract, present a cash bond in a suitable amount to ensure that the bidder fulfills his/her obligation in this matter. If the proposer does not fulfill their obligation to this matter at any time, then the bond shall be forfeited in the amount MPHA needs to award the services to another firm. MPHA may terminate any Proposal that fails to fulfill their obligation in such matter. If such termination occurs, the balance of the bond will be returned upon termination.

- 8.6 Review Entry of Proposed Fees.** MPHA strongly recommends that each Proposer, after entry of their proposed fees in the Housing Agency Marketplace, print the receipt provided and review the entry to ensure that the bidder has entered such fees correctly and as intended. The Housing Agency Marketplace allows Proposer to re-enter proposed fees at any time prior to the posted deadline, if necessary. Proposers will not be able to correct entries after the deadline.

- 8.7 Taxes.** As of January 1, 2017, MPHA is exempt from paying Minnesota State Sales and Use Taxes and Federal Excise Taxes. Community Housing Resources (CHR) is also exempt from paying Minnesota State Sales and Use Taxes and Federal Excise Taxes. Letters of Tax Exemption will be provided upon request.

The Elliots LP, for whom MPHA manages two high-rise properties for, is not tax exempt. Work performed at those two high-rise properties must include the appropriate taxes. Proposers must pay sales or use tax on the cost of all materials, supplies, and equipment to complete construction contracts.

- 8.8 No Deposit/No Retainer.** MPHA will not pay any deposits or retainer fees. MPHA will only pay the successful Proposer(s) for actual work performed.

- 8.9 Submission Responsibilities.** It is the Proposer's responsibility to be aware of and to abide by all dates, times, terms, conditions, requirements, and specifications set forth in the RFP documents, including this RFP document, and any addenda. By submitting a proposal, the Proposer agrees to comply with all conditions and requirements set forth in those documents. Written notice from the Proposer not authorized in writing by MPHA to exclude any of the requirements contained in the RFP documents may cause that Proposer to not be considered for award.

- 8.10 Contact with the MPHA.** It is the responsibility of the Proposer to address all communication and correspondence pertaining to this RFP process to the Buyer only. Proposers must not make inquiry or communicate with any other MPHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the MPHA to not consider a proposal submittal received from any Proposer who may not have abided by this directive.

- **Addendums.** All questions and requests for information must be addressed in writing to the Buyer. The Buyer will respond to all such inquiries in writing by addendum to all prospective Proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the Buyer will not conduct

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any substantive conversation that may give one prospective Proposer an advantage over other prospective Proposers. This does not mean that prospective Proposers may not call the Buyer—it simply means that, other than making replies to direct the prospective Proposer where his/her answer has already been issued within the solicitation documents, the Buyer may not respond to the prospective Proposer's inquiries but will direct him/her to submit such inquiry in writing so that the Buyer may more fairly respond to all prospective Proposers in writing by addendum.

9. **Proposal Evaluations:** Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements). Proposals will then be evaluated by an Evaluation Panel made up of no more than five (5) staff and representatives of the MPHA. No Proposer will be informed at any time as to the identity of any evaluation committee member. If a Proposer becomes aware of the identity of such person(s), they shall not attempt to contact or discuss anything regarding this RFP with such person. Failure to abide by this requirement may cause the Proposer to be eliminated from consideration for award. Evaluations will be based on the required criteria listed here:

| No. | Max Point Value | Factor Description                                                                                                |
|-----|-----------------|-------------------------------------------------------------------------------------------------------------------|
| 1   | 20 points       | The proposed product cost submitted by the Proposer.                                                              |
| 2   | 10 points       | The overall quality, thoroughness, and clarity of the proposal.                                                   |
| 3   | 50 points       | References, scope of services, delivery/turnaround time and overall quality of products offered within catalogue. |
| 4   | 20 points       | Demonstrated successful experience with other Housing Agencies or Government Entities.                            |
|     | 100 points      | <b>Total Points (other than preference points)</b>                                                                |

- 9.1 **Section 3 Business Preference Evaluation Factor.** A Proposer may receive a Section 3 Business Preference if they qualify as detailed in Attachment F.

| Points    | Description                                                           |
|-----------|-----------------------------------------------------------------------|
| 10 points | <b>Certified Section 3 Business Concern (Category I, II, or III).</b> |

If the vendor is not a Section 3 Business Concern:

| Max Points | Description                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5 points   | <b>For submitting a compliance plan (required documents and any supplemental material not specifically requested) that outlines the efforts the vendor will undertake, which will help MPHA achieve compliance with 24 CFR Part 75, Section 3. MPHA will evaluate the compliance plan and award points based both on efforts and likelihood those efforts will have the intended effect to achieve (or help MPHA achieve) compliance.</b> |

|            |                             |
|------------|-----------------------------|
| 110 points | <b>Total Maximum Points</b> |
|------------|-----------------------------|

- 9.2 **Potential Best and Finals Negotiations.** MPHA reserves the right to conduct a best and finals process, including conducting oral interviews with Proposers deemed to be in the competitive range. A Proposer must receive a total calculated average of at least 70

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points to be considered in the competitive range. Any Proposer not in the competitive range will be notified in writing by MPHA.

**9.3 Ties.** In the case of a tie in points awarded, the award(s) shall be decided by drawing lots or other random means of selection.

**9.4 Notice of Results of Evaluation.** If an award is completed, all Proposers will receive a Notice of Results of Evaluation. Such notice shall inform all Proposers of:

- Which Proposer received the award;
- Where each Proposer placed in the process as a result of the evaluation of the proposals received (both rank and points); and
- Each Proposer's right to a debriefing.

**9.5 Restrictions.** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a Proposer entity will be excluded from participation on MPHA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a Proposer entity will be excluded from participation on MPHA evaluation committee.

**10. Contract Award.** By submitting a proposal, the Proposer agrees to abide by all terms and conditions regarding this RFP, including the contract clauses already attached as Attachment H, Sample Contract. The following provisions are considered mandatory conditions of any contract award made by MPHA pursuant to this RFP:

**10.1 Contract Form.** MPHA will not execute a contract on the firm's form—contracts will only be executed on MPHA forms (please see Sample Contract, Attachment H), and by submitting a proposal, the firm agrees to do so (please note that MPHA reserves the right to amend these forms as MPHA deems necessary). However, MPHA will during the RFP process (prior to the posted question deadline) consider any contract clauses that the Proposer wishes to include and submits in writing a request for MPHA to do so. Accordingly, MPHA will not conduct any negotiations regarding the contract clauses already published after the submittal deadline.

- **Mandatory HUD Forms.** Please note that MPHA has no legal right or ability to (and will not) at any time negotiate any clauses contained within any of the HUD forms included as a part of this RFP.

**10.2 Assignment of Personnel.** MPHA shall retain the right to demand and receive a change in personnel assigned to the work if MPHA believes that such change is in the best interest of MPHA and the completion of the contracted work.

**10.3 Unauthorized Sub-contracting Prohibited.** The firm shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of MPHA. Any purported assignment of interest or delegation of duty, without the prior written consent of MPHA shall be void and may result in the cancellation of the contract, or may result in

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the full or partial forfeiture of funds paid to the firm as a result of the proposed contract; either as determined by MPHA.

- 10.4 Contract Period.** MPHA anticipates that it will initially award a contract for 12-months with the option, at MPHA's discretion, to extend multiple times up to 48 additional months, for a total maximum contract period of 60 months.
- 10.5 Best Price Guarantee.** The awarded vendor(s) agrees to provide the MPHA with the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor(s) agrees to lower the cost of any product purchased following a reduction in the manufacturer's direct cost.
- 10.6 Potential Escalation of Rates.** At the end of the first 12-month period (and at the end of any ensuing 12-month period), there may be an escalation of rates allowed in the same amount of any escalation that occurs in the corresponding or most similar Consumer Price index ("most similar" as determined by and at the sole discretion of the MPHA). For example, if, at the end of the first 12 months the most similar Consumer Price Index increased 3% as compared with the listed rates on the date of the contract execution, then the Proposer will, at MPHA's discretion, be entitled to a 3% increase.
- **Notification from the Proposer.** The Proposer must notify the MPHA, in writing, of such desired escalation at least 60 days prior to the end of each period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the MPHA. While the Proposer is not required to request an escalation of rates, failure to submit one in writing will result in the Proposer not receiving an increase in rates.
- 10.7 Potential IQC Contract.** MPHA will award one firm however reserves the right to award multiple firms, MPHA anticipates that it will make an award to one firm. If MPHA awards multiple agencies by forming a "Pool" of firms to utilize. If such occurs the ensuing contract(s) awarded(ed) shall become an Indefinite Quantities Contract (IQC), and the following clauses shall apply:
- **Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount.** If the ensuing contract becomes an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the MPHA to award to each responsive and responsible firm a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GMCA: \$25,000; (b) NMCA: \$750,000 (these amounts shall be over the life of the contract).
    - **Exceptions Pertaining to the GCMA.** The noted GCMA (but not the entire Contract, only the restrictions pertaining to the set GCMA) will be null and void for any firm that chooses to reject a total of 2 requests from MPHA to be available for work during the contract period.
- 10.8 Prompt Return of Contract Documents.** All documents and items required to complete contract execution must be provided to MPHA within 10 days of notification by MPHA.

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- 10.9 Contract Service Standards.** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.
- 10.10 Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the successful Proposer will be required to provide:
- **Workers Compensation Insurance.** An original certificate evidencing the Proposer's current industrial (worker's compensation) insurance carrier. Insurance coverage shall include Statutory Workers' Compensation and Employers Liability with policy limits of \$500,000 per incident;
  - **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming MPHA, Elliots LP, CHR (Community Housing Resources), FHR (Family Housing Resources), and Springs LP as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of MPHA as an additional insured (minimum of \$1,500,000 each occurrence, general aggregate minimum limit of \$1,500,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000). The \$1,500,000 policy limits may be a combination of underlying and excess liability (follows form) policies;
  - **Automobile Insurance.** An original certificate showing the Proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.
  - **City/County/State Business License.** If applicable, a copy of the Proposer's business license allowing that entity to provide such services within the City of Minneapolis, Hennepin County, and/or the State of Minnesota.
- 10.11 Equal Employment Opportunity and Supplier Diversity.** Both the successful Proposer and MPHA have certain responsibilities regarding the hiring and retention of personnel and subcontractors pursuant to HUD regulations. **2 CFR § 200.321** states:
- (a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
  - (b) Affirmative steps must include:
    - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

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- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime Proposer, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**10.12** Within **HUD Procurement Handbook 7460.8 REV 3** it states:

- Section 15.5 A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the MPHA shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in MPHA contracting.
  - MPHA values resident participation and employment in its contracting. MPHA has a participation goal of 20% minority-owned business enterprises (MBE) and 7% woman-owned enterprises (WBE). In addition, 25% of the total labor hours worked on MPHA projects must be worked by Section 3 workers, of which 5% must be worked by Targeted Section 3 workers. The selected Proposer agrees to comply, in writing, with all applicable equal opportunity and affirmative action laws, directives, and regulations of the federal, state, and local governing bodies or agencies thereof.

**11. MPHA's Reservation of Rights:** MPHA reserves the right to:

- 11.1 Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by MPHA to be in its best interests.
- 11.2 Right to Not Award.** Not award a contract pursuant to this RFP.
- 11.3 Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the firm(s).
- 11.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful Proposer shall provide the services called for in this RFP.
- 11.5 Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of MPHA Contracting Officer (CO).

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- 11.6 Right to Reject Any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 11.7 No Obligation to Compensate.** Have no obligation to compensate any Proposer for any costs incurred in responding to this RFP.
- 11.8 Right to Prohibit.** At any time during the RFP or contract process, prohibit any further participation by a Proposer or reject any proposal submitted that does not conform to any of the requirements detailed. By accessing the Housing Agency Marketplace and by downloading this document, each prospective Proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the Housing Agency Marketplace, and further agrees that he/she will inform the Buyer in writing within 5 days of the discovery of any item listed or of any item that is issued by MPHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve MPHA, but not the prospective Proposer, of any responsibility pertaining to such issue.
- 11.9 Right to Reject – Obtaining Competitive Solicitation Documents.** The Housing Agency Marketplace is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the Housing Agency Marketplace. Any other group such as a proposal depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the Housing Agency Marketplace to obtain the documents. MPHA will reject without consideration any response submitted from a firm that has not obtained the documents from the Housing Agency Marketplace.
- 11.10 The Right to Modify.** Modify the selection procedures, scope of work, certain aspects of the information or bids submitted, or deadlines for accepting bids. MPHA reserves the right to request amendments to or supplemental information for bids after the RFP deadline.