

Invitation for Bids (IFB) No. B26016

Excess Trash Hauling Services



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ATTACHMENTS. Each bidder shall verify that they have downloaded and reviewed the following attachments, which are included as part of this IFB:

Attachment	Description
A	W/MBE and S3 Subcontractor Certification Form
B	Section 3 Business Self-Certification Form
C	Statement of Contractor's Qualifications
D	Profile of Firm Form
E	Form HUD-5369-B (8/93), Instructions to Offerors, Non-Construction
F	Sample Contract Form (This contract is being given as a sample only; MPHA reserves the right to revise the ensuing contract.)
G	MPHA Profile of Properties

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INDEX OF SUBMITTAL DOCUMENTS

The Index of Submittal Documents table below is provided to assist the bidder in submitting a responsive bid. The Index contains a list of all required submittal items as also detailed in Sections 2.1 and 2.2 herein.

Please review the table below and submit all documents that are checked as “Required Submittal” with your bid. Documents that are checked “Signature Required” must be properly executed.

INDEX OF SUBMITTAL DOCUMENTS			
Document	Required Submittal	Signature Required	Bidder Checklist
Attachment A, W/MBE and S3 Subcontractor Certification Form	X	X	
Attachment B, Section 3 Business Self-Certification Form	Optional	X	
Proposed Fees (no form, fees are submitted directly within the Housing Agency Marketplace)	X		

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INTRODUCTION

Minneapolis Public Housing Authority (MPHA) is a public entity formed in 1991 to provide federally subsidized housing and housing assistance to low-income families in Minneapolis, MN. MPHA is headed by an Executive Director 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 (CFR) and MPHA’s Procurement Policy.

MPHA currently owns and/or manages: (a) 42 high-rise apartment complexes totaling 5,006 units; (b) 753 single-family homes throughout the City of Minneapolis; (c) 200 townhome units in the Glendale and Minnehaha family developments; and (d) administers over 6,000 Section 8 Housing Choice Vouchers. MPHA has approximately 325 employees.

MPHA is now soliciting bids from qualified entities to provide excess trash hauling services. All bids submitted in response to this solicitation must conform to the IFB requirements and specifications. MPHA encourages Section 3, minority- and/or women-owned businesses to respond.

IFB INFORMATION AT A GLANCE

CONTACT PERSON	Marc Hughes, Buyer Telephone: 612-342-1490 E-mail: mahughes@mplspha.org TDD/TTY: (800) 627-3529
HOW TO OBTAIN THE IFB DOCUMENTS	<ol style="list-style-type: none"> 1. Access ha.internationaleprocurement.com (no “www”); then 2. Click on the “Sign-up now as a Vendor” button on the left side of the page and follow the listed directions. <p>If you have any problems accessing the system or submitting a bid, please call customer support at (866) 526-0160.</p>
PRE-BID CONFERENCE	None Scheduled.
DEADLINE TO SUBMIT QUESTIONS	JUNE 26, 2026 at 2:00 PM CST Questions must be submitted online in the Housing Agency Marketplace or via e-mail to the Buyer by the date and time noted above.
BID SUBMITAL DEADLINE & RETURN	JULY 14, 2026 at 2:00 PM CST Proposed fees and the required bid documents must be submitted online in the Housing Agency Marketplace by the deadline noted above.

1.0 SCOPE OF WORK. Minneapolis Public Housing Authority (MPHA) is currently seeking bids from qualified firms for excess trash hauling services. The successful bidder (Contractor) will perform services at any property MPHA owns or manages, which are detailed in Attachment G, MPHA Profile of Properties.

1.1 General Description of Services. The Contractor will pick up various items from MPHA's properties, including, but not limited to, mattresses, couches, dressers, tables, chairs, shelves, bookcases, rugs, bed frames, and other miscellaneous furniture items. MPHA staff will bring all items for pick up to a central area at each building, such as a garage or a dumpster enclosure, however, MPHA staff will not assist with the loading and removal of items. The Contractor shall be responsible to properly remove and dispose of all items for disposal in a safe and legal manner, compliant with all local, State and Federal codes, statues, laws, and regulations.

1.1.1 Invoices and Documentation. The Contractor must submit detailed backup documentation with invoices for payment; documentation must include a log with an itemized listing of the items picked up for disposal with the quantities of each type of item per building.

1.2 Schedule of Services.

1.2.1 Work Hours. The Contractor shall only perform work during the hours of 8:00 am and 4:30 pm, Monday through Friday, excluding MPHA's official holidays, unless the Contractor receives prior written approval from MPHA stating otherwise. MPHA's set official holidays are: Martin Luther King Day; Presidents Day; Juneteenth, Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving and the day (Friday) immediately following; Christmas Day; and New Year's Day.

1.2.2 As-Needed Pickups. For some properties, MPHA will contact the Contractor on an as-needed basis when there is a need for services; for other properties, MPHA will set up a recurring schedule for pickups (see Section 1.2.3 below). When responding to a single work order request, the Contractor shall respond to all such requests within two days to schedule service. Services shall only be performed by the Contractor after receipt of written authorization from MPHA.

1.2.3 Recurring Pickups. MPHA currently has some properties that have recurring weekly pickups. Those buildings are in MPHA's Asset Management Projects (AMPs) Nos. 3 and 5, which are detailed in Attachment G. For buildings that are on a set schedule for recurring pickups, the Contractor must inform the appropriate MPHA staff member(s) in a timely manner of any one-time changes in the schedule. The Contractor must obtain MPHA's prior written approval for any permanent schedule changes.

1.2.4 MPHA will inspect the Contractor's work upon completion. Any work that is not completed to MPHA's satisfaction shall be corrected in a timely matter at no additional cost to MPHA.

1.3 Contractor Responsibilities.

1.3.1 Equipment and Supplies. The Contractor shall own or have access to at the job site necessary all necessary tools, equipment, and supplies to complete the services outlined herein.

- 1.3.2 Staffing and Subcontracting.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without MPHA's prior written consent. The Contractor must have an adequate number of its own staff to perform the services.
- 1.3.3 Safety Standards.** The Contractor must ensure that each of its employees knows and abides by safety precautions in the use of tools and equipment in providing these services. The Contractor shall also ensure the safety of the Contractor's staff, MPHA residents and employees and the general public at all times while performing services. The Contractor shall, upon request from MPHA, provide MPHA with a copy of its safety policy.
- 1.3.4 Debris.** Clean work areas daily, at the end of the workday, of all work-generated debris. Unless pre-approved by MPHA, debris must not be placed in MPHA dumpsters but must be removed from the work site by the Contractor.
- 1.3.5 Prior Approval Required.** The successful bidder shall not conduct any work without the prior written authorization from the appropriate MPHA representative. Failure to abide by this directive shall release MPHA of any obligation to pay the Contractor for any work conducted without the noted prior written authorization.
- 1.3.6** The Contractor shall timely repair any damage to MPHA property or any other property (e.g. resident property; adjacent property; etc.) caused by the Contractor, whether such acts were intentional or not.
- 1.3.7** The Contractor shall ensure that all work performed by the Contractor is performed in a safe and professional manner, compliant with all codes, laws, regulations, statutes, and commonly accepted industry standards.
- 1.3.8** The Contractor must have proper identification for all Contractor personnel when on MPHA sites (i.e. wearing company logo, uniform, ID badge, etc.).
- 1.3.9 Permits.** If required, the Contractor shall obtain all required permits pertaining to any assigned work (NOTE: MPHA will reimburse the Contractor for the government-mandated fees pertaining to such permits, but not for additional labor, profit, or overhead for obtaining such. The Contractor must provide back-up documentation when invoicing for such.). The Contractor will be responsible to ensure that all permits are closed upon completion.
- 1.3.10 Access for Emergency Vehicles.** The Contractor shall ensure that any equipment and/or vehicles that they place on the work site shall not be placed in such a position that interferes with access by any emergency vehicles or traffic by the public at-large. MPHA reserves the right to approve or reject (and demand the movement) the placement of any such equipment or vehicles at any time during the performance of the contract work if, in MPHA's opinion, the place of such equipment or vehicles interferes with such traffic.
- 1.3.11 Communication.** The Contractor shall maintain open lines of communication with the appropriate MPHA staff member(s) and respond to requests and inquiries in a timely manner.

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1.4 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 excess trash hauling 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.

2.0 BID FORMAT.

2.1 Bid Submittal. MPHA intends to retain a Contractor pursuant to a “Low Bid” basis, also taking responsiveness and responsibility into consideration. Therefore, all bids submitted in response to this IFB must include the following completed documents and information noted in the table below so that MPHA can properly evaluate the offers received. The proposed fees (see Section 2.2) and the required bid documents below must be submitted online in the Housing Agency Marketplace by the bid deadline. None of the proposed services may conflict with any requirement that MPHA has published herein or has issued by addendum.

Item No.	Description
Step #1 Bid Submittal. Initial documentation/information to be submitted by all bidders prior to the bid submittal deadline.	
1	WMBE and Section 3 Subcontractor Certification (Attachment A). The bidder must document their efforts to meet MPHA’s W/MBE and Section 3 participation goals by completing and submitting this certification form as part of the Step #1 bid submittal.
2	Section 3 Business Self-Certification Form (Attachment B) (Optional). Section 3 is an income-based program through the U.S. Department of Housing and Urban Development (HUD) that allows MPHA to give preferences to those that qualify. Any bidder claiming a Section 3 Business Preference must submit the Section 3 Business Preference Certification Form as part of the Step #1 bid submittal. Prior to award, MPHA will request additional documentation as needed from the bidder to confirm their Section 3 status.
3	Proposed Fees. See Section 2.2 below.
Step #2 Bid Submittal. Documentation/information to be submitted only by the apparent low bidder within 10 days when directed by MPHA to do so. The apparent low bidder must submit the Step #2 bid documents via e-mail to the Buyer.	
1	Statement of Contractor’s Qualifications (Attachment C). This form must be fully completed and submitted as part of the Step #2 bid submittal.
2	Profile of Firm Form (Attachment D). This form must be fully completed and submitted as part of the Step #2 bid submittal.
3	Equal Employment Opportunity/Supplier Diversity. The bidder must submit a copy of its Equal Employment Opportunity Statement and a complete description of the positive steps it will take to ensure compliance with the regulations detailed in Section 4.5 regarding supplier diversity (e.g. small, minority-, and women-owned businesses).
4	Subcontractor/Joint Venture Information (Optional). The bidder shall identify whether or not they intend to use any subcontractors and/or if the bid is a joint venture with another firm. All information required from the bidder under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.

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5	Insurance Certificates. The apparent successful bidder will direct their insurance broker or carrier to e-mail MPHA the insurance certificates detailed in Sections 4.3.1 through 4.3.3 herein.
6	Other Information (Optional). The bidder may include any other information that they believe is appropriate to assist MPHA in its evaluations.

2.2 Entry of Proposed Fees. Bidders 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 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.

Bidders must enter pricing for all three Lots listed below in the Housing Agency Marketplace by the submittal deadline. The estimated quantities listed in Lots 1 and 2 are based on two years and the estimated quantities listed in Lot #3 are based on one year. MPHA will take the total calculated sum of all 3 Lots (for a total sum for contract years 1-5) to determine the apparent low bidder. Bidders are not required to have an increase in fees from year to year, but failure to put an increase will mean the contract prices remain firm with no allowance for an increase throughout the contract term.

(1)	(2)	(3)	(4)
Item No.	Quantity	U/M	Description
Lot #1: Pricing for Contract Years 1 and 2			
1	2,600	Each	Pick-up and Disposal of Mattress
2	900	Each	Pick-up and Disposal of Couch
3	900	Each	Pick-up and Disposal of Table
4	900	Each	Pick-up and Disposal of Chairs
5	800	Each	Pick-up and Disposal of Shelf/Bookcase
6	800	Each	Pick-up and Disposal of Large Rug
7	800	Each	Pick-up and Disposal of Bed Frame (including Headboard and Footboard)
8	800	Each	Pick-up and Disposal of Dresser
9	800	Each	Pick-up and Disposal of Any Additional Miscellaneous Furniture Items
Lot #2: Pricing for Contract Years 3 and 4			
10	2,600	Each	Pick-up and Disposal of Mattress
11	900	Each	Pick-up and Disposal of Couch
12	900	Each	Pick-up and Disposal of Table
13	900	Each	Pick-up and Disposal of Chairs

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14	800	Each	Pick-up and Disposal of Shelf/Bookcase
15	800	Each	Pick-up and Disposal of Large Rug
16	800	Each	Pick-up and Disposal of Bed Frame (including Headboard and Footboard)
17	800	Each	Pick-up and Disposal of Dresser
18	800	Each	Pick-up and Disposal of Any Additional Miscellaneous Furniture Items
Lot #3: Pricing for Contract Year 5			
19	1,300	Each	Pick-up and Disposal of Mattress
20	450	Each	Pick-up and Disposal of Couch
21	450	Each	Pick-up and Disposal of Table
22	450	Each	Pick-up and Disposal of Chairs
23	400	Each	Pick-up and Disposal of Shelf/Bookcase
24	400	Each	Pick-up and Disposal of Large Rug
25	400	Each	Pick-up and Disposal of Bed Frame (including Headboard and Footboard)
26	400	Each	Pick-up and Disposal of Dresser
27	400	Each	Pick-up and Disposal of Any Additional Miscellaneous Furniture Items

2.3 Additional Information Regarding the Pricing Items.

- 2.3.1 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 Contractor, on a work order basis, any amount of services MPHA requires.
- 2.3.2 Entry of Proposed Fees.** Bidders 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. Bidders 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 from all 3 Lots to get the Total Calculated Cost that will determine the apparent low bidder.
- 2.3.3 Realistic Proposed Fees.** Each bidder 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 bidder 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 is what the bidder will charge MPHA for the work if MPHA deems such is in its best interests. If, despite this warning, a bidder 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 bidder 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 Contractor that fails to fulfill their obligation in such matter. If such termination occurs, the balance of the bond will be returned upon termination.

2.3.4 Review Entry of Proposed Fees. MPHA strongly recommends that each bidder, 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 bidders to re-enter proposed fees at any time prior to the posted deadline, if necessary. Bidders will not be able to correct entries after the deadline.

2.3.5 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.

Contractors must pay sales or use tax on the cost of all materials, supplies, and equipment to complete construction contracts.

2.3.6 No Deposit/No Retainer. MPHA will not pay any deposit or retainer fees as a result of award of the ensuing contract, meaning that MPHA will only pay the Contractor for the actual provision of services.

2.4 Bid Submission. Proposed fees and all required bid documents (see Sections 2.1 and 2.2) shall be submitted online in the Housing Agency Marketplace by the bid deadline stated on page 5. Bids received after the deadline will not be accepted.

2.4.1 Submission Conditions. Do not make any additional marks, notations, or requirements on the IFB documents. Bidders shall not change any requirements or forms contained herein, either by making or entering onto these documents any revisions or additions. If any such additional marks, notations or requirements are entered on any of the documents, such may invalidate that bid. If, after accepting such a bid, MPHA decides that any such entry has not changed the intent of the bid that MPHA intended to receive, MPHA may accept and consider the bid as if such entry were not entered on such. By accessing the Housing Agency Marketplace, registering, and downloading the IFB documents, the prospective bidder agrees to confirm all notices that MPHA delivers to them as instructed. By submitting a bid, the bidder agrees to abide by all terms and conditions published herein and by any issued addenda.

2.4.2 Submission Responsibilities. Each bidder shall be responsible to be aware of and abide by all dates, times, conditions, requirements, and specifications set forth in the IFB documents, including this document, the IFB attachments listed on page 3, and any addenda. By completing and submitting a bid, the bidder agrees to comply with all conditions and requirements set forth in those documents. Written notice from the bidder not authorized in writing by MPHA to exclude any of MPHA's requirements contained in the documents may cause that bidder to not be considered for award.

2.5 Contact with MPHA. Each bidder shall address all communication regarding this IFB process to the Buyer only. Bidders must not communicate with any other MPHA staff member or official, including members of the Board of Commissioners, regarding this IFB. Failure to abide by this requirement may be cause for MPHA to not consider a bid submittal.

2.5.1 Addenda. All questions and requests for information must be addressed in writing to the Buyer who will respond to all such inquiries in writing by addendum to all prospective bidders. During the IFB solicitation process, the Buyer will not conduct any substantive conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the Buyer; it means that, other than making replies to direct the prospective bidder where their answer has already been issued in the solicitation documents, the Buyer will not respond to the prospective bidder's inquiries but will direct them to submit such inquiry in writing so that the Buyer may fairly respond to all prospective bidders in writing by addendum.

3.0 BID EVALUATION.

3.1 Bid Opening. At the set date and time identified on page 5, all bids received will be publicly opened for the first time. All bids will be read aloud by MPHA, including the company name and their total calculated bid amount. MPHA will not disclose any other information or details regarding the bids during the bid opening. A copy of the bid tabulation will be made available to each member of the public attending the bid opening and to anyone who requests such afterwards. Bids will not be made available for inspection by anyone during the bid opening. Bids will be available for inspection by the public after an award has been completed.

3.1.1 Ties. In the case of ties, the award shall be decided by drawing lots or other random means of selection.

3.2 Responsive Evaluation. After the public opening, the bids will be privately evaluated by MPHA for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by MPHA in a timely manner.

3.3 Responsible Evaluation. MPHA will also evaluate each bid as to responsibility (e.g. a firm that is qualified, responsible, and able to provide to the MPHA with the required services). If MPHA determines that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, MPHA may proceed with award. If MPHA determines that a firm is not-responsible, such firm will be notified of such in writing by MPHA in a timely manner. In such case, MPHA may proceed with the responsive and responsible evaluations with the next lowest bidder.

3.3.1 Depending on the amount of the award, it is possible that MPHA may take such contract award to MPHA's Board of Commissioners for approval of the award prior to executing a contract with the apparent successful bidder(s).

3.4 Restrictions. Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

4.0 CONTRACT AWARD.

4.1 Contract Conditions. The following provisions are considered mandatory conditions of any contract award made by the MPHA pursuant to this IFB:

4.1.1 Contract Form. MPHA will only execute a contract on its forms (see Attachment G, Sample Contract), and by submitting a bid, the bidder agrees to do so. However, MPHA will, prior to the question deadline, consider any contract clauses that the bidder wishes to include or exclude and submits in writing a request for MPHA to do so. MPHA will consider and respond to each such request. If such prospective bidder is not willing to abide by MPHA's response, then that prospective bidder may be deemed ineligible to submit a bid.

- **Mandatory HUD Forms.** MPHA has no legal right or ability to at any time negotiate any clauses contained in any of the HUD forms included as part of this IFB.

4.1.2 Assignment of Personnel. MPHA retains the right to request 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.

4.1.3 Unauthorized Sub-Contracting Prohibited. The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB 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 with MPHA, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by MPHA.

4.1.4 Prompt Return of Contract Documents. All documents required to complete the contract, including contract signature by the successful bidder(s), shall be provided to MPHA within 10 days of notification by MPHA.

4.1.5 Indefinite Quantities Contract. Though MPHA anticipates awarding a contract to only one firm, which HUD defines as a Requirements contract, MPHA reserves the right to complete award to more than one firm if MPHA decides that such is in its best interests. If MPHA makes multiple awards, the ensuing contracts will be Indefinite Quantities Contracts (IQC), and the following clauses shall apply:

- **Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount.** If any the ensuing contracts becomes an Indefinite Quantities Contract (IQC), MPHA shall award to each Contractor a Guaranteed Contract

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Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work pursuant to HUD regulation. The required minimum and maximum contract amounts are \$10,000 (GCMA) and \$700,000 (NMCA) over the life of the contract.

- **Exceptions Regarding the GCMA.** The noted GCMA (not the entire contract, only the restrictions regarding the set GCMA) will be null and void for any firm that rejects a total of 2 requests from MPHA for work during the contract period.

- 4.2 Contract Period.** MPHA anticipates that it will initially award a contract for the period of 12 months with the option, at MPHA's discretion, to extend multiple times up to 48 additional months.
- 4.3 Licensing and Insurance Requirements.** Prior to award, the successful bidder will be required to provide:
- 4.3.1 Workers Compensation Insurance.** In accordance with Minnesota Workers Compensation laws, an original certificate evidencing the successful bidder's current industrial (worker's compensation) insurance carrier and coverage amount and Employers Liability with policy limits of \$500,000 per incident.
- 4.3.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming MPHA, Elliots LP, and Community Housing Resources (CHR) as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of MPHA, Elliots LP, and CHR as an additional insured under said policy (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), with a deductible of not greater than \$5,000.
- 4.3.3 Automobile Insurance.** An original certificate showing the successful bidder'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.
- 4.3.4 Business License(s).** If applicable, a copy of the successful bidder's business license(s) allowing that entity to provide such services in the State of Minnesota and/or, if applicable, any city or county jurisdiction therein in which work will be performed.
- 4.4 Contract Service Standards.** All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.
- 4.5 Equal Employment Opportunity and Supplier Diversity.** Both the Contractor and MPHA have responsibilities regarding the hiring and retention of personnel and subcontractors pursuant to HUD regulation. **2 CFR § 200.321** states:

- 4.5.1 Contracting with small and minority businesses, women’s business enterprises and labor surplus area firms.
- 4.5.2 (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.
- 4.5.3 (b) Affirmative steps include:
 - 4.5.3.1 (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
 - 4.5.3.2 (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
 - 4.5.3.3 (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;
 - 4.5.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises;
 - 4.5.3.5 (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
 - 4.5.3.6 (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
- 4.5.4 **Requirements.** Section 2.1, Item No. 3 under Step #2 Bid Submittal, details what bidders must submit showing compliance with these regulations.

5.0 MPHA’S RESERVATION OF RIGHTS. MPHA reserves the following rights:

- 5.1 **The Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by MPHA to be in its best interests.
- 5.2 **The Right to Not Award.** Not award a contract pursuant to this IFB.
- 5.3 **The Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for convenience upon 10 days written notice to the successful bidder.
- 5.4 **The Right to Determine Time and Location.** Determine the days, hours, and locations that the successful bidder shall provide the services called for in this IFB.
- 5.5 **The Right to Retain Bids.** Retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without MPHA’s written consent.

- 5.6 The Right to Reject Any Bid.** Reject and not consider any bid that does not meet the IFB requirements, including but not limited to incomplete bids and/or bids offering alternate or non-requested services.
- 5.7 No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- 5.8 The Right to Prohibit.** At any time prohibit further participation by a bidder or reject any bid that does not conform to the IFB requirements. By accessing the IFB, the prospective bidder agrees to abide by all IFB terms and conditions and agrees to inform MPHA in writing within 5 days of the discovery of any IFB item that they feel needs to be addressed. Failure to abide by this time frame shall relieve MPHA, but not the prospective bidder, of any responsibility regarding such issue.
- 5.9 The Right to Reject – Obtaining IFB Documents.** The Housing Agency Marketplace is the only place to obtain the IFB documents and any other information, such as addenda. Accordingly, by submitting a bid, the bidder affirms that they obtained all information on the Housing Agency Marketplace. Any other group, such as a bid depository, that informs vendors of this IFB must not distribute the documents but instead instruct vendors to visit the Housing Agency Marketplace to obtain the documents.
- 5.10 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 IFB deadline.