



REQUEST FOR PROPOSALS
Website Design Services
RFP No. 23-04

DUE DATE: September 28, 2023 @ 4:00PM

130 S. State Street
Elgin, IL 60124



REQUEST FOR PROPOSALS

Website Design Services

RFP NO. 23-04

The Housing Authority of Elgin("HAE") is requesting submissions from professional Website Consultants (**Offerors**) to provide web design services as specified in this Request for Proposals ("RFP").

This RFP contains submission requirements, scope of services, period of services, terms and conditions, and other pertinent information for submitting a proper and responsive proposal. RFP #23-04 will be posted the week of August 5, 2023, and can be downloaded from HAE's website www.haelgin.org.

Prospective Offerors desiring any explanation or interpretation of the solicitation must request it in writing no later than **September 28, 2023**. The request must be emailed to Martell Armstrong at marmstrong@haelgin.org. Any information given to a prospective Offeror about this solicitation will be furnished to all other prospective Offerors as a written amendment to the solicitation posted on the HAE's website www.haelgin.org.

Proposals must be emailed to Martell Armstrong at marmstrong@haelgin.org and labeled as follows: **Website Design Services RFP# 23-04, Due Date and Time: September 28, 2023, 4:00 P.M.(CST)**, Name of Offeror:_____, and must reach HAE no later than **4:00 P.M. CST on September 28, 2023**. Late submissions will be handled in accordance with the provisions in Form HUD-5369-B titled "Late Submissions, Modifications, and Withdrawal of Offers," which is provided as an attachment. Proposals will be held in confidence and not released in any manner until after the contract award.

Proposals will be evaluated on the criteria stated in the RFP. Negotiations may be conducted with Offerors who have a reasonable chance of being selected for the award. After evaluation of the proposal's revision(s), if any, the contract will be awarded to the Offeror(s) whose qualifications, project proposal, and other factors considered are the most advantageous to HAE.

HAE reserves the right to reject any and all proposals.

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Attachment B:	Certifications and Representations of Offerors for Non-Construction Contracts (Form HUD 5369-C)
Attachment C:	Certification of Payments to Influence Federal Transactions
Attachment D:	Fee Proposal
Attachment E:	Sample Contract (Reference Only)

1.0 PROFILE OF THE HOUSING AUTHORITY OF ELGIN(HAE)

HAE is a unit of government, and its functions are essential governmental functions. It operates and manages its housing developments to provide decent, safe, sanitary, and affordable housing to low-income families, the elderly, and the disabled, and implements various programs designed and funded by U.S. Department of Housing and Urban Development. HAE is a Public Housing Agency.

The property of HAE is used for essential public and governmental purposes. HAE and its property are exempt from all taxes, including sales tax on all its purchases of supplies and services.

HAE enters into and executes contracts and other necessary instruments and convenient to the exercise of its powers.

HAE maintains contractual arrangements with HUD to manage and operate its low rent public housing program and administers the Section 8 Housing Assistance Payments Programs. HAE programs are federally funded along with development grants and rental income.

2.0 INTRODUCTION

Project Background

HAE provides a wide range of public housing information, Section 8 housing, and related services to diverse audiences, including clients (residents and landlords), elected officials, government agencies, private industry, community partners, and the general public. The website is the HAE's most far-reaching communications tool and most effective conduit for disseminating information about its programs and services. The proposed re-designed website will provide content and functionality to effectively meet the information needs of a wide range of constituents and market HAE's mission and services.

The Offeror is expected to benchmark other professional websites, identify best practices that incorporate the latest web technology, and prepare a strategy, budget, and implementation plan for incorporating those best practices into the re-design of the HAE website. This information shall be incorporated into the quotes.

HAE will manage the project, provide content, and make final decisions regarding the re-designed sites' organization, appearance, and functionality.

The selected Offeror shall work with HAE to plan, develop, create, and launch the re-designed website.

3.0 PROCUREMENT SCHEDULE

SCHEDULE

Event	Date
Post to HAE Website	Week of August 5, 2023
RFP Advertised	August 5, 2023
Receipt of Written Questions	September 18, 2023
Response to Written Questions	September 20, 2023
Submission Date	September 28, 2023

4.0 SCOPE OF WORK

Purpose

HAE currently has a website presence that is somewhat outdated in structure and the presentation of content. The opportunity exists to re-design the website to reflect the mission of HAE better, to serve HAE's clients and landlords better while incorporating the latest web technology. Upon completing the website's development, HAE will assume full responsibility for website content maintenance and administration. All content, coding, and graphics will become the sole property of HAE.

Description

Create a flexible, informative website that is easy to maintain. Offeror must develop a user-friendly website that can display large amounts of *constantly* changing information to our key audiences. In addition to designing a user-friendly site with an intuitive interface, Offeror must also provide a web-based, database-driven administration tool that allows critical management personnel to update content without directly accessing the source code. HAE is looking for a responsive design that will scale for tablets and mobile devices.

HAE will maintain limited design control of content while efficiently managing web publishing processes, preferably using a browser-based user interface system. Administration of web content will be based on roles to control access and workflow (e.g., author, reviewer/editor, and publisher).

The site must include a technology solution that allows the in-house staff to efficiently and cost-effectively update content and modify site design after the initial launch. HAE's website must be designed to function using a non-proprietary platform and content management system.

Objective

The HAE's website's primary objective is to effectively and efficiently provide information to serve clients, landlords, and the citizens of Harris County and continue to build identity, awareness, and interest in the HAE and its services.

WEBSITE DESIGN AND ARCHITECTURE

Creative Concept: The Offeror shall be responsible for developing a creative concept and functionality plan for the HAE website that best capture the organizations' objectives.

Design: The Offeror shall be responsible for developing the website layouts and graphic design. The Offeror shall create original, attractive website graphics and page layouts for first-, second- and third-level pages for both English and Spanish pages with consistency in look and feel. HAE will provide logos and a limited number of photographs and video, but the Offeror will be responsible for all other graphic elements used in the pages' design. Stock photography may also be used; Offeror should include cost for five (5) stock photos for each site as a breakout cost in the proposals. The Offeror will present a minimum of three (3) design options for the website (home page and individual first-, second-, and third-level page layouts) to HAE.

Revision Rounds: After the design of the HAE website pages are selected and initial pages are populated, there will be two additional rounds of revisions before the website goes live, which Offerors should include in the total quoted cost.

Content: The Offeror shall lay out all website editorial content on the home page, first-, second-, and third-level pages for which copy/photos are provided for English and Spanish pages. Copy/photos will be provided electronically. The Offeror shall also duplicate the same website pages in Spanish. The Offeror will need to convert all current HAE forms on the website to web-page format to give users the ability to fill in forms online or print, as needed.

Organization & Structure: The Offeror shall create the website navigation and structure. The Offeror is expected to work with HAE points of contact to develop the home page and primary pages per current best practices as they apply to HAE.

Expected number of pages and layout

The existing website structure is shallow. Most content on the existing website will need to be on the new and improved website in addition to some new content we would like to add, but we also are seeking recommendations for additional content that should be added or new ways of organizing content on the site. HAE would like to narrow the navigation, so Offerors should include recommendations for grouping content as well as including in the quote the breakout cost for creating primary, secondary and tertiary page templates, as well as the cost per page (fixed fee or hourly fee) to populate/create the final second- and third-level pages with text and graphics. Below is an outline of the structure and additional content created by HAE.

MANAGEMENT AND SUPPORT

Content Management: The Offeror shall develop guidelines to maintain the websites, content management software, and/or other website administration tools to enable HAE staff to perform routine content changes and website updates. These tools shall allow HAE to make changes with minimal effort, utilizing password security for authorized staff. After such training has been completed to the HAE point of contact's satisfaction, the Offeror shall provide local telephone support and assistance during regular working hours, Monday-Friday, 8 A.M.-5 P.M individuals for a minimum of two years.

The Offeror must provide access to a programmer/developer tool and provide a list of software tools needed to maintain the sites.

Training: The Offeror shall provide adequate training to at least two authorized HAE staff members to perform the functions stated above.

Search Engine Registration: The Offeror shall register the HAE website with the major search engines.

Maintenance & Support: The Offeror shall work with HAE to identify and make provisions in the site designs for future enhancements, graphics, and navigation. The Offeror shall make programming changes and website enhancements as requested by HAE during the contract. The Offeror shall assist HAE in continued application design, development, and implementation on a time and materials basis. The Offeror shall also provide a plan providing guidance for review, enhancement, and maintenance of the HAE website for a period of two years.

Cost: The Offeror should provide a cost description for the HAE website, which clearly identifies both the final cost and a breakout of the primary elements of the cost (concept design, the home page, first-, second-, and third-level page design, programming, production, etc.). Offerors should also include a cost for maintenance and support for a period of two years.

Launch: The HAE points of contact will review and approve the HAE website before launch. The Offeror shall schedule and provide a final test/review session for the points of contact and other designated HAE personnel. The test will fully demonstrate the visual features, functionality, and security of the websites.

Timeline: Offerors shall submit a work schedule with expected completion dates and milestones for each area of work under this RFP. Completion of the HAE website is expected within 90 days of contract execution.

5.0 GENERAL REQUIREMENTS

All submittals must conform to the requirements outlined herein. HAE reserves the option to require oral presentation by the Offeror(s) and request additional information during the proposal review period.

Submittals must be open and not subject to unilateral withdrawal or modification for ninety (90) days after the submittal due date.

All costs incurred, directly or indirectly, in preparing a response to this request for proposals shall be the sole responsibility of and shall be borne by the successful Offeror.

The successful Offeror shall:

- Complete written documentation of materials in a manner suitable for use by HAE, US Department of Housing and Urban Development, or governing entities as required.
- Meet with HAE, HUD, third party software and internet services providers, and equipment vendors as may be necessary.
- Coordinate all services with HAE.
- Coordinate all services with other parties as determined necessary by HAE.
- Provide the basis, source, and methodology for arriving at conclusions in all materials and reports.
- List the Offerors' name, contact person, telephone number, and provide resumes and profiles of expected participants in this service's performance. The submittal must provide an execution plan, including schedules with tasks on how this work will be accomplished. There may be subsequent instructions issued to the successful candidate in connection with the final process. The submittal must make provisions to meet and comply with all applicable laws and regulatory criteria.

6.0 DELIVERABLES

Proposal Due Date/Time

Proposals must be executed and submitted via email as a **PDF attachment** on or before **5:00 P.M. on September 28, 2023**, to marmstrong@haelgin.org and labeled as follows: **Website Design Services RFP# 23-04, Due Date and Time: September 28, 2023, 5:00 P.M.(CST)**, Name of Offeror:_____.

Offerors are solely responsible for ensuring that their proposals are actually received by the time and date stated. Receipt at HAE after the due date and time specified will cause rejection.

Electronic submission of the proposal shall be considered signed by a principal or authorized representative of the **Offeror**. **Electronic submissions must be received by the due date and time for consideration and must not exceed 25MB**

Offerors shall bear all costs incurred in preparing and submitting proposals and supplying supplementary information. HAE will not defray any costs incurred in connection therewith.

HAE will not accept offers by telegram, telephone, facsimile, mail, and handwritten proposals.

Modifications or Withdrawals

Proposals may not be changed, modified, or withdrawn after the time and date specified for proposal submission. All requests to change, modify or withdraw a proposal prior to the proposal due date must be in writing and bear the same Offeror name appearing on the proposal already submitted.

7.0 CORRESPONDENCE

Requests for additional information related to this RFP must be submitted by email directed to Martell Armstrong (marmstrong@haelgin.org) no later than **4 P.M. on February 4, 2021**. This will allow time for the issuance of any necessary amendment to the RFP.

An amendment may be issued prior to the opening of proposals to change or clarify this RFP's intent. All amendments shall be binding in the same way as if originally written in this RFP.

Any interpretation affecting all Offerors made prior to the proposal due date will be issued in the form of an amendment. HAE will not be bound by or responsible for any other explanations or interpretations of this RFP package other than those given in writing as outlined in this paragraph. Oral instructions, interpretations, or representations will not be binding upon HAE or HAE representatives.

Subcontractor(s) and others who have been requested by the Offeror to assist in preparing a proposal shall obtain the necessary information from the Offeror. They shall not directly contact HAE or HAE representatives for this information.

Proposals will not be publicly opened and read.

8.0 PROPOSAL REQUIREMENTS

Document Requirements

The following is a description of the minimum information, which must be supplied by Offerors in their proposals. It is open to all Offerors to give such supplementary facts or materials that they consider may help evaluate the proposal submitted. Proposals that omit critical elements may be considered non-responsive. Each proposal shall include a Table of Contents listing the proposal contents. Proposal packages must contain, at a minimum, the following information and

materials:

8.1 Letter of Transmittal

Proposals must be signed by an officer of the company authorized to commit the organization to perform the proposal's services. If the proposal includes an agent's name, the agent must sign the proposal.

8.2 Table of Contents

8.3 Executive Summary

Provide a summary of your Offeror's approach to the work associated with the requested services, to include an understanding of the scope of services required and unique or innovative approaches to be utilized in performing these services.

8.4 Resume, References, and Examples of Prior Work

A resume of the Offeror and three (3) references must be submitted with each proposal.

For each reference, include:

- ◆ The term (beginning and ending dates) of your contract agreement(s).
- ◆ A brief description of the proposed scope of work.
- ◆ The name, address, and telephone number of the individual that administered your contract (s).

Examples of work should include five (5) websites the Offeror has produced, showcasing your best work and relevancy to this project (including explaining experience in developing a secure login portal)

8.5 List of project lead and all key members of the Offeror's firm and any consultant committed to this project. Indicate the level of effort and function of each member of the project. Prepare an organizational structure to show how the key members will be involved. Include resumes of these individuals. The resumes should include the following minimum information:

- ◆ Name
- ◆ An explanation of the function they will perform and their title by classification.
- ◆ Relevant educational background.
- ◆ Relevant work experience.
- ◆ Work experience with governmental clients.
- ◆ Any specialized skills, training, and/or credentials relevant to the required services.

8.6 Schedule of Performance/Timeliness/Deliverables

Offerors shall submit a work schedule with expected completion dates and milestones for each work area under this RFP.

8.7 Offeror's fee

The Offeror's fee for performing the services must be firm fixed prices (inclusive of all incidental expenses), not subject to adjustment based upon actual costs incurred. The Offeror's firm fixed prices shall be negotiable. Offeror shall provide a schedule of progress payments.

8.8 If the Offeror intends to use subcontractors in the work's performance, the subcontractor's name(s) and description of the work to be subcontracted must

be provided with the Offeror's Proposal. The percentage of work to be performed by each should also be listed.

8.9 Statement that the Offeror is financially sound and has financial resources sufficient to successfully execute this prospective HAE agreement in the time frame outlined. Provide a financial statement of the Offeror's firm upon request of HAE.

8.10 Evidence of all appropriate and applicable insurance coverage carried by the Offeror's firm, including policy coverage periods. Offerors shall furnish HAE with insurance certificates showing that the following insurance is in force and will insure all operations under this RFP, and name HAE as an additional insured. Required insurance levels are as follows:

8.11 Execution Plan

Offerors must supply a proposed project execution plan for the delivery of services. This plan shall be updated, as necessary, in the event of contract award and maintained throughout the project as deemed necessary. This plan shall include but not be limited to the following:

A general description of the Offeror's anticipated services and timeframe will be required to complete the project described in this RFP.

A detailed schedule of tasks and associated costs by phase. The costs associated with each task should be itemized and based on the Offeror's best estimate of the estimated number of hours required to complete each task and fee for each task. A total contract price must also be indicated and a standard fee for unidentified tasks.

8.12 Certifications and Affidavits

Offerors shall submit executed originals of the following:

- Attachment A:** Instructions to Offerors for Non-Construction (Form HUD-5369-B)
- Attachment B:** Certifications and Representations of Offerors for Non-Construction Contracts (Form HUD 5369-C)
- Attachment C:** Certification of Payments to Influence Federal Transactions
- Attachment D:** Fee Proposal
- Attachment E:** Sample Contract (Reference Only)

8.13 Basis of Proposal

The successful Offeror (s) will be expected to execute a standard professional service contract with HAE.

Offerors are advised to check that all parts of this RFP package have been received. Offerors shall be responsible for informing themselves with respect to all conditions which might, in any way, affect the cost or performance of any of the work. Failure to do so shall be at the Offeror's sole risk, and no relief shall be given for errors or omissions by the Offeror.

Partial or incomplete proposals will be unacceptable.

An authorized representative of the Offeror must sign proposals.

8.14 Validity of Proposals

Proposals must be open and not subject to unilateral withdrawal or modification for ninety (90) days after the proposal due date.

Offerors are requested to submit proposals based on the exact requirements specified in this RFP.

Offerors shall bear all costs incurred in preparing and submitting proposals and supplying supplementary information. The HAE will not defray any costs incurred in connection therewith.

9.0 FEE STRUCTURE

Proposals shall describe the Web Services Consultant's proposed compensation structure, including fee and payment schedule outlined in Attachment L.

Fee Schedule		
Phase	Amount	Timing
Design & site build		
Technical Support		
Response for additional needs		

All travel, postage, telephone, living and miscellaneous expenses will be borne by the successful Offeror and included in the total fixed price. There will be no reimbursable expenses allowed under the purchase order/contract.

10.0 PROPOSAL EVALUATION CRITERIA

Selection of the successful Offeror will be at the sole discretion of HAE. If a contract is awarded, it will be awarded to the responsible Offeror or individual whose qualifications, price, and other factors are deemed most advantageous to HAE. Additionally, HAE shall have the right to reject any and all proposals at its discretion.

An HAE evaluation team will be established to review Offeror's responses to this RFP. Proposals will be evaluated by the following criteria:

Evaluation Criteria	Maximum Points
Background, experience, and innovation	30
Reasonableness of fee structure	25
Offeror's demonstrated experience in providing website services to public entities	25
Offeror's compliance with all specifications and other requirements contained in this RFP	15
MWBE	5
Total Points	100

11.0 CONTRACT TERM

The term of the contract will be for two years from the award date.

12.0 AVAILABILITY OF RECORDS

The U. S. Department of Housing and Urban Development, the Inspector General of the United States and HAE, and any duly authorized representatives of each, shall have access to and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like, of the Offeror(s) office or Offeror's firm, which shall relate to the performance of the services to be provided.

13.0 AVAILABILITY OF FUNDS

In the event that funds necessary to finance this Professional Services Contract become unavailable, HAE may cancel the contract by giving seven (7) days' notice in writing, and the contract will thereafter be null and void. HAE shall be the final authority to determine whether funds are not available.

14.0 MINORITY/WOMEN BUSINESS PARTICIPATION

The Offeror(s) awarded the contract agrees to utilize its good faith and best efforts to subcontract with minority business enterprises and women business enterprises (herein called M/WBE) certified as such or recognized by HAE as such. The Offeror shall attempt to subcontract a sufficient dollar amount with M/WBEs to meet the HAE goal of a minimum of 30 percent of the final contract dollars are expended on one or more M/WBEs. All adjustments that cause the contract price to increase will also increase the total amount the Offeror must expend on M/WBEs.

USING BEST EFFORTS TO FULFILL MBE/WBE REQUIREMENTS

In the event, HAE has a reasonable belief that the Offeror will not use his/her best efforts to meet the 30 percent M/WBE participation goal, HAE reserves the right to pull work from the contract. Best efforts may be established by showing the Offeror has contacted and solicited bids/quotes from subcontractors and worked with the Housing Authority to seek assistance in identifying M/WBEs.

15.0 PERTINENT FEDERAL REGULATIONS WITH REGARD TO NONDISCRIMINATION AND EQUAL OPPORTUNITY

The requirements of Title VIII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex, or national origin must be met by the Offeror.

The Offeror must adhere to federal regulations prohibiting discrimination on the basis of age under the Age Discrimination Act of 1975 and prohibit discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

The requirements of Executive Order 11246, relating to equal employment opportunity in connection with federally funded programs, must be met by the Offeror.

The Offeror must also meet the requirements of Section 3 of the Housing and Urban Development Act of 1968, relating to the training and employment of individuals, and

contracting for business opportunities in metropolitan areas in which federally funded programs are being operated.

ATTACHMENT A

Instructions to Offerers

Non-Construction

HUD 5369 B

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

Preparation of Offers

a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

c) Offers for services other than those specified will not be considered.

Submission of Offers

a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

Amendments to Solicitations

a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here.]

ATTACHMENT B

Certification and Representations of Offerors

Non-Construction Contract

HUD 5369 C

Certifications and Representations of Offerors

Non-Construction Contract

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offers represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offers, the bidder/offers:

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offers represents and certifies as part of its bid/offer that it:

(a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

Black Americans Asian Pacific Americans

Hispanic Americans Asian Indian Americans

Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offers certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offers or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offers, directly or indirectly, to any other bidder/offers or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offers to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offers's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

ATTACHMENT C

Certification of Payments to Influence Federal Transactions

HUD Form 50071

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

ATTACHMENT D

Fee Proposal

Fee Schedule		
Phase	Amount	Timing
Design & site build		
Technical Support		
Response for additional creative needs		

Attachment E
Sample Contract
(Provided for Reference Only)

Website Design Services Agreement

This Website Design Services Agreement ("Agreement") is entered into on this ____ day of _____ 2023 ("Effective Date"), by and between CHOSEN VENDOR ("VENDOR") and Housing Authority of Elgin("HAE").

RECITALS

On December ____, 2020, HAE issued the Request for Proposals 23-04 ("RFP 23-04"). RFP 23-04 sought Website Design Services ("Website Design Services") and is attached to this Agreement as Exhibit "N" below.

After seeking a reasonable number of Proposals, HAE has determined that VENDOR submitted a proposal (" Proposal") that represents the best value to HAE considering price and other factors set forth in RFP 23-04. VENDOR's proposal is attached to this Agreement as Exhibit "O."

Because VENDOR was the responsive and responsible VENDOR that submitted a proposal that represents the best value to HAE, considering price and other factors set forth in RFP 23-04, HAE has selected VENDOR, and VENDOR has agreed to provide Website Design Services to HAE.

TERMS

1. SCOPE OF SERVICES. VENDOR shall provide Website Design Services to the HAE as specified in RFP 23-04 and all attachments thereto.

A. The services performed by ENDOR are more specifically described in Exhibit "P" attached hereto and shall include the following generally listed services, along with those described in VENDOR's Proposal, but will not be limited to:

EXAMPLE NOTE: FOR THE PURPOSES OF THIS SAMPLE AGREEMENT THE SCOPE OF WORK IS FOUND IN SECTION 3 OF RFP 23-04

B. The services performed by VENDOR shall be as an independent Offeror. VENDOR is not an agent, partner, or joint ventures of HAE. VENDOR shall not represent itself to third persons to be other than an independent Offeror of HAE, nor shall VENDOR permit itself to offer or agree to incur or assume any obligations or commitments in the name of HAE or for HAE without the prior written consent and authorization of the HAE. VENDOR shall be responsible for payment of all taxes arising out of VENDOR's activities under this contract. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. VENDOR shall have and retain the exclusive right of control over its employees' employment, firing, discipline, compensation, insurance, and benefits in accordance with applicable laws. VENDOR has no authority to bind or otherwise obligate HAE orally, in writing, or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between VENDOR and HAE. Neither Party shall have the authority to enter into contracts or agreements on behalf of the other Party.

C. IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY OR COURT OF COMPETENT JURISDICTION DETERMINES THAT VENDOR IS NOT AN INDEPENDENT CONTRACTOR, VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS HAE FOR ANY AND ALL DIRECT DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY HAE AS A RESULT OF THIS DETERMINATION.

D. VENDOR warrants that it will comply with all federal and state laws including but not limited to the Prompt Pay Act, in the payment of its workers.

E. VENDOR is solely responsible for the payment of wages and any applicable benefits to workers for Services performed for HAE. VENDOR shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance, and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Illinois.

F. HAE'S PAYMENT IS TO VENDOR. HAE SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO VENDOR'S WORKERS OR SUBCONTRACTORS. VENDOR SHALL INDEMNIFY AND HOLD HAE HARMLESS FROM ANY AND ALL SUCH CLAIMS.

G. VENDOR's workers are not entitled to any contributions by or benefits from HAE for any pension plan, bonus plan, or any other benefit plan. VENDOR and the workers furnished by VENDOR shall not be entitled to any fringe benefits or similar benefits afforded to employees of HAE. HAE is not liable for payment of any federal or state taxes and charges, including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation,

and similar taxes and charges. This Section shall survive the expiration or termination of this Agreement.

H. HAE is not responsible to VENDOR or VENDOR's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a (1), as amended; the Illinois Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, et al., as amended, or any provisions of the Illinois Labor Code Ann., as amended. HAE will not be responsible for overtime wages.

2. CHARGES. VENDOR understands and agrees that HAE is exempt from all federal, state, and local taxes unless otherwise stated in this Agreement. HAE shall pay to VENDOR an AMOUNT TO BE DETERMINED.

3. IMMUNITY. Nothing in this Agreement is intended to waive HAE's immunity.

4. ACCESS TO RECORDS. VENDOR understands and agrees to allow duly authorized representatives of HAE, Harris County, the United States Department of Housing and Urban Development, the Comptroller General of the United States, the United States General Accounting Office, or other local, state, and federal government representatives, access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by the VENDOR. The right to access shall continue as long as the records are required to be maintained. VENDOR further understands and agrees that:

A. HAE shall release any and all information necessary to comply with the Illinois Public Information Act, Chapter 552 of the Illinois Government Code ("PIA"), without the prior written consent of VENDOR;

B. HAE and its Commissioners, Officers, and Employees may request advice, decisions, and opinions of the Attorney General of Illinois ("Attorney General") in regard to the application of the PIA to any information or data furnished to HAE, whether or not the same is available to the public;

C. HAE and its Commissioners, Officers, and Employees, shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and HAE and its Commissioners, Officers, and Employees, shall have no liability or obligations to VENDOR for the disclosure to the public, or to any person or persons, of any information or data furnished to HAE in reliance on any advice, decision, or opinion of the Attorney General. In the event HAE receives a written request for information pursuant to the PIA that affects VENDOR's rights, title to, or interest in any information or data or a part thereof, furnished to HAE by VENDOR under this Agreement, then HAE will promptly notify VENDOR of such request. VENDOR may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the PIA. VENDOR is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the PIA.

VENDOR is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged;

D. VENDOR's email addresses that are provided to HAE, including any affiliate of HAE, are subject to disclosure. This consent is intended to comply with the requirements of the PIA and shall survive termination of this Agreement. This consent shall apply to email addresses provided by VENDOR and agents acting on behalf of VENDOR and shall apply to any email address provided in any form for any reason whether related to this Agreement or otherwise;

E. VENDOR shall maintain all records concerning the program or project financed under this Agreement, which HAE reasonably requires for five (5) years from the termination of this Agreement unless a longer period is required under 2 C.F.R. §§ 200.300-.309, or other applicable regulations.

5. GOVERNING FORMS. In the event of any conflict between the terms and provisions of this Agreement, RFP 23-04, and/or VENDOR's Proposal, this Agreement shall govern. In the event of any conflict of interpretation of any part of this Agreement, RFP 23-04, and/or VENDOR's Proposal, HAE's interpretation shall govern.

6. AMENDMENTS TO BE IN WRITING. This Agreement may not be altered, changed, or amended except by a written agreement signed by all parties.

7. GOVERNING LAW. Laws and regulations applicable to this Agreement include but are not limited to the Illinois Housing Authorities Law (Chapter 392 of the Illinois Local Government Code), the requirements of Section 3 of the Housing and Urban Development Act of 1968 relating to the training and employment of individuals and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated, the requirements of Executive Orders 11625, 12432 and 12138 to implement Minority Business Enterprises (MBE) and Women's Business Enterprise (WBE) participation goals in Federal Agency Programs, and, to the extent applicable, the standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois without regard to conflicts of laws principles. Venue for any action under this Agreement rests exclusively in the Federal and State Courts located in Harris County, Illinois.

8. INVOICES AND PAYMENTS. VENDOR shall submit its original itemized invoices and Taxpayer Identification Number to HAE. HAE shall pay VENDOR the maximum rate permitted by the Illinois Compiled Statutes on any past due payment not received within 30 days after the payment due date. In a formal administrative or judicial action to collect an invoice payment or interest due under this chapter, the opposing Party, which may be HAE or VENDOR, shall pay the reasonable attorney fees of the prevailing Party.

9. POTENTIAL CONFLICTS OF INTEREST. VENDOR and all VENDOR personnel performing services under this Agreement shall read and be familiar with HAE's Ethics Policy and shall refrain from any conduct that will, or may, result in the violation of the Ethics Policy by any of HAE's Commissioners or employees. If at any time an actual or apparent conflict of interest arises related to the work contemplated under this Agreement, including any violation of the Ethics Policy, the Consultant shall immediately disclose such conflict in writing to HAE. This paragraph shall survive the termination of this Agreement.

10. TERM. The term of this Agreement begins on the Effective Date and ends at 11:59 PM on the same calendar date two (2) years from the Effective Date but may be renewed for up to one (1) additional two (2) year terms at the sole option of HAE. Either Party, however, in its sole discretion, may terminate this Agreement sooner with, or without, cause by providing thirty (30) days' written notice to the other.

11. The following exhibits/documents are expressly made a part of this Agreement:
Exhibit A: Conflict of Interest Questionnaire (CIQ) Exhibit B: M/WBE Participation Form
Exhibit C: Bidder's Proposed M/WBE Participation Form Exhibit D: Sample Format for Record-Keeping / Estimated Project Workforce Breakdown Exhibit E: Form of Non-Collusive Affidavit Form Exhibit F: Instructions to Offerors for Non-Construction (Form HUD-5369-B)
Exhibit G: Certifications and Representations of Offerors for Non-Construction Contracts (Form HUD 5369-C) Exhibit H: General Conditions for Non-Construction Contracts (Form HUD 5370-C) Exhibit I: Certification of Payments to Influence Federal Transactions (Form HUD 50071) Exhibit J: PIH Notice 2017-04 (HA) Limitations on Payments to Influence Federal Transactions for PIH Programs and PHA Anti-Lobbying Certification and Disclosure Requirements Exhibit K: Declaration (Required Submission) Exhibit J: RFP 23-04 Exhibit L: VENDOR's Proposal Exhibit M: Scope of Services VENDOR shall complete all required forms prior to the commencement of any work.

12. VENDOR shall receive payments and notices in writing at the following address:
VENDOR _____ ATTN: _____

13. HAE shall receive notices in writing at the following address:
Housing Authority of Elgin, 130 S. State Street, Illinois 60123 ATTN: Martell Armstrong,
CEO

AGREED to on the Effective Date shown above by:

CHOSEN VENDOR

By: _____

Name & Title: _____

Date: _____

HOUSING AUTHORITY OF ELGIN

By: _____

Martell Armstrong, CEO

Date: _____