

ROC USA, LLC
Request for Proposals

Construction Management / Project Management Office (PMO) Services

PRICE Main Grant – Improvement of Manufactured Housing Community (MHC) Infrastructure Program

RFP No. 2026-001

Solicitation Information	Details
RFP title	Construction Management / Project Management Office (PMO) Services – PRICE Main Grant, Improvement of Manufactured Housing Community Infrastructure Program
RFP number	2026-001
Issuing entity	ROC USA, LLC, 6 Loudon Rd, Suite 501, Concord, NH 03301
RFP issue date	Monday, October 26, 2026
Pre-proposal conference (virtual)	Monday, November 2, 2026, at 1:00 PM ET
Deadline for written questions	Monday, November 9, 2026, at 6:00 PM ET
Proposal due date and time	Tuesday, November 24, 2026, at 6:00 PM ET
Procurement Contact (single point of contact)	Leanne Dinverno, Sr. Procurement and Risk Specialist, ROC USA, LLC; ldinverno@rocusa.org
Submission method	Electronic only, to ldinverno@rocusa.org and pricefunding@rocusa.org , as described in Sections 2.6 and 6.2. Late proposals will not be evaluated.

Federal funding. This procurement is funded in whole or in part by a Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Main grant awarded to ROC USA by the U.S. Department of Housing and Urban Development (HUD). Federal award identification number: [B-23-PR-11-0002]. The resulting contract will be subject to the PRICE grant agreement, 2 CFR part 200, and the federal requirements described in Section 1.7 and Appendix II.

Single point of contact and restricted communications. From the date the public notice of this RFP is posted until a contract is awarded or this RFP is canceled, all communications about this RFP must be directed in writing to the Procurement Contact named above. Proposers and their representatives may not contact any other ROC USA officer, employee, agent, or board member, any evaluation committee member, any CTAP, or any resident-owned community about this RFP. Only written answers issued by addendum are binding. A proposer that violates this restriction may be disqualified. See Section 2.3.

Nondiscrimination and equal opportunity. In accordance with Title VI of the Civil Rights Act of 1964, ROC USA does not discriminate on the basis of race, color, or national origin in its programs and activities, and it does not discriminate on any other basis prohibited by the Fair Housing Act, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, the Age Discrimination Act, or other applicable law. Small businesses, minority-owned businesses, women's business enterprises, veteran-owned businesses, and labor-surplus-area firms are encouraged to submit proposals or to participate as subcontractors. Persons with disabilities or limited English proficiency who need assistance to participate in this procurement may contact the Procurement Contact. See Appendix I.

Section 3. This contract is subject to Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and HUD's implementing regulations at 24 CFR part 75. To the greatest extent feasible, employment, training, and contracting opportunities arising from this contract must be directed to low- and very low-income persons, particularly Section 3 workers and Targeted Section 3 workers, and to Section 3 business concerns. Section 3 business concerns are encouraged to submit proposals. See Tab 10 and Appendix I.

Table of Contents

Section 1. Introduction and Purpose	6
1.1 Purpose of this Request for Proposals.....	6
1.2 About ROC USA	6
1.3 About the PRICE Program	6
1.4 The Infrastructure Program	7
1.5 Program Partners.....	7
1.6 Contract Overview	8
1.7 Federal Funding Notice	8
1.8 Definitions.....	9
Section 2. Procurement Schedule and Process	9
2.1 Procurement Method	9
2.2 Schedule of Events.....	10
2.3 Procurement Contact and Communications	11
2.4 Pre-Proposal Conference	11
2.5 Questions and Addenda	11
2.6 Proposal Submission	12
2.7 Evaluation and Award Process.....	12
2.8 ROC USA Rights	13
2.9 Public Information	13
Section 3. Scope of Services	13
3.1 Purpose and Objectives	13
3.2 Task Order Approach	13
3.3 Task 1 – PMO Start-Up and Program Administration.....	15
3.4 Task 2 – Project Planning and Pre-Development	16
3.5 Task 3 – Engineering and Design Services Procurement Support	17
3.6 Task 4 – Construction Procurement Support	18
3.7 Task 5 – Construction Management and Oversight	19
3.8 Task 6 – Federal Cross-Cutting Compliance Support.....	21
3.9 Task 7 – Financial Management and Payment Review	22
3.10 Task 8 – Reporting, Monitoring, and Recordkeeping	22
3.11 Task 9 – Project and Program Closeout.....	22
3.12 Staffing and Key Personnel	23
3.13 General Performance Requirements.....	24
3.14 Functions Retained by ROC USA.....	24

3.15 Deliverables Summary	25
Section 4. Contract Terms.....	26
4.1 Contract Term and Funding Contingency	27
4.2 ROC USA Reservation of Rights	28
4.3 Order of Precedence.....	28
4.4 Payment Terms and Invoicing.....	29
4.5 Performance Standards, Remedies, and Liquidated Damages	30
4.6 Changes, Suspension, and Termination.....	31
4.7 Contractor Status, Personnel, and Subcontracting	31
4.8 Insurance.....	32
4.9 Work Product, Confidentiality, and Records	32
Section 5. Minimum Qualifications	33
5.1 Purpose and Review Process	33
5.2 Mandatory Requirements (Pass/Fail)	33
5.3 Firm Experience	34
5.4 Key Personnel Minimum Qualifications	35
5.5 Capacity to Perform	35
5.6 Financial Responsibility and Integrity	36
5.7 Conflicts of Interest and Ineligible Firms	37
5.8 Teaming and Subcontracting	37
5.9 Responsibility Determination	38
Section 6. Proposal Submission Requirements	38
6.1 General Instructions	38
6.2 Format and Delivery	38
6.3 Technical Proposal Contents	39
6.4 Cost Proposal	43
6.5 Clarifications and Additional Information	43
6.6 Proposal Checklist.....	43
Section 7. Evaluation and Selection.....	44
7.1 Evaluation Committee	44
7.2 Evaluation Process	45
7.3 Evaluation Criteria	45
7.4 Technical Rating Scale.....	46
7.5 Price Evaluation	47
7.6 Interviews and References	47

7.7 Clarifications, Discussions, and Best and Final Offers	48
7.8 Responsibility Determination and Award.....	48
7.9 Notice of Award, Debriefing, and Protests	48
Section 8. Conflict of Interest and Ethics.....	49
8.1 Purpose	49
8.2 Definitions.....	49
8.3 Standards for ROC USA Personnel	50
8.4 Gifts and Gratuities	50
8.5 Organizational Conflicts of Interest and Ineligible Firms.....	50
8.6 Proposer Disclosure Requirements	51
8.7 Review and Resolution	51
8.8 Lobbying and Restricted Communications	52
8.9 Contractor Code of Conduct	52
8.10 Consequences of Violations.....	52
Section 9. Attachments and Exhibits	53
Appendix I – Socioeconomic and Equal Opportunity Requirements	54
Appendix II – Required Federal Contract Provisions	55
Appendix III – General Terms and Conditions	57
Attachment B – Cost/Price Proposal Form and Labor Category Descriptions	59
B.1 Proposer Information	59
B.2 Labor Category Descriptions.....	59
B.3 Fully Burdened Hourly Rate Schedule	60
B.4 Price Evaluation Schedule.....	60
B.5 Reimbursable Expenses	61
B.6 Price Certification	61

Section 1. Introduction and Purpose

1.1 Purpose of this Request for Proposals

ROC USA, LLC ("ROC USA") is requesting proposals from qualified firms to provide program management office (PMO) and construction management services for its Improvement of Manufactured Housing Community Infrastructure program (the "Infrastructure Program"). The Infrastructure Program is funded by a Preservation and Reinvestment Initiative for Community Enhancement (PRICE) grant from the U.S. Department of Housing and Urban Development (HUD).

The selected firm (the "Contractor") will help ROC USA plan, procure, build, monitor, and close out infrastructure improvements in resident-owned manufactured housing communities ("MHCs"). The goal is to complete this work on schedule, within budget, and in compliance with HUD and other federal requirements. Section 3 describes the scope of services in detail.

ROC USA intends to award one (1) contract under this RFP, with work assigned through task orders. Issuing this RFP does not obligate ROC USA to award a contract.

1.2 About ROC USA

ROC USA is a 501(c)(3) nonprofit dedicated to preserving and expanding affordable homeownership in manufactured home communities across the United States. Residents in these communities typically own their homes but not the land beneath them.

ROC USA and our Network of nine Certified Technical Assistance Providers (CTAPs) support residents to collectively purchase their communities and govern them as cooperatives, or "resident-owned communities." This ensures that communities stay affordable, homes appreciate, and land rents are used by the cooperatives to operate and improve the community. To date, we have enabled the formation of 363 ROCs to access over \$1 billion in community financing, resulting in the preservation of 24,500 affordable homes across 22 states.

ROC USA Capital is a wholly owned subsidiary of ROC USA and a certified CDFI providing acquisition financing and other capital to ROCs nationwide. Since 2008, ROC USA Capital has provided over \$550 million in financing to ROCs. It holds an A+ Aeris rating and three stars for impact performance.

ROC USA works with a network of Certified Technical Assistance Providers ("CTAPs"). CTAPs are regional nonprofit organizations that help residents purchase their communities and provide ongoing support after purchase.

1.3 About the PRICE Program

On December 19, 2024, HUD announced 17 awards totaling \$225 million under the PRICE Notice of Funding Opportunity (NOFO). PRICE provides grant funding to maintain, protect, and stabilize manufactured housing and MHCs. ROC USA received a PRICE Main grant of \$38,125,875 to deliver three programs:

- Improvement of Manufactured Housing Community Infrastructure. Addresses long-overdue infrastructure needs that threaten resident health and safety, including water quality, untreated sewage and septic discharge, and electrical hazards. This RFP supports this program only.
- Expansion of Homeownership and Sustainable Growth through Infill. Creates new affordable homes in resident-owned communities.
- Preservation of Manufactured Housing Communities and Homeownership through Acquisition. Helps residents buy the land beneath their homes to form a ROC.

PRICE is funded by the Consolidated Appropriations Act, 2023 (Public Law 117-328), with additional PRICE Main funding provided by the Consolidated Appropriations Act, 2024 (Public Law 118-42). The program authority is Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.). PRICE grants are subject to the PRICE NOFO; the Community Development Block Grant regulations at 24 CFR part 570, as modified by HUD waivers and alternative requirements; ROC USA's grant agreement with HUD; and the Uniform Guidance at 2 CFR part 200.

1.4 The Infrastructure Program

ROC USA has budgeted approximately \$20.4 million in PRICE funds for the Infrastructure Program. Many MHCs are more than 50 years old and were built with little public oversight. As a result, many have aging water, wastewater, and electrical systems that need repair or replacement.

Eligible infrastructure activities include:

- Water supply, water quality, distribution, and well improvements.
- Wastewater, sewer, septic, and drainage improvements.
- Electrical systems, utility hookups, and correction of electrical hazards.
- Roads, sidewalks, site circulation, and related community infrastructure.
- Resilience, hazard mitigation, and environmental remediation related to eligible infrastructure.
- Professional services that directly support eligible projects, including design, engineering, testing, permitting, construction management, and inspections.

ROC USA expects the Infrastructure Program to include multiple projects in resident-owned communities in more than one state. Projects will vary in size and complexity, from single-system repairs to community-wide improvements. ROC USA expects the Infrastructure Program to include approximately nine projects in nine communities located in Colorado, Idaho, New York, and North Carolina.

1.5 Program Partners

Partner	Role
ROC USA	HUD grantee and program administrator. Retains ultimate legal, financial, programmatic, funding, and compliance responsibility for the PRICE grant. Selects projects; approves eligibility, scopes, budgets, procurement strategies and actions, task orders, changes, PRICE payments and drawdowns, and program and project closeout; and submits required reports and certifications to HUD.
CTAPs (subrecipients)	Serve as ROC USA subrecipients and the principal local coordination point with each ROC and its residents. Support project intake, records, community engagement, resident communications, access, local coordination, and reporting under their subrecipient agreements. A CTAP may perform a contractual or administrative action only to the extent ROC USA has assigned that authority in writing.
Resident-owned communities (ROCs)	Participate under memoranda of understanding or other project agreements with ROC USA. Designate a project contact; provide site access, records, operational information, and community input; coordinate resident notices and impacts; and participate in inspections, testing, punch-list review, and acceptance. If a ROC or another entity holds the construction contract, it

Partner	Role
	retains the owner authority assigned by that contract, subject to ROC USA's grant, funding, compliance, and oversight approvals.
Contractor (selected under this RFP)	Provides program management, construction management, cost and schedule control, inspection coordination, payment and change analysis, and federal compliance support as assigned by task order. Reviews, tracks, coordinates, and recommends action, but does not make engineering determinations or approve procurements, contracts, design changes, additional cost or time, payments, PRICE drawdowns, or final acceptance. ROC USA may delegate routine administrative functions in writing, subject to the limits in Section 3.14.
Design professional / engineer of record	Retains responsibility for professional design services and technical determinations within its engagement, including interpretation of the design, technical responses to RFIs and submittals, design revisions, and technical acceptance of testing and completed work. The PMO Contractor routes and tracks these matters and evaluates related cost, schedule, constructability, access, sequencing, and compliance effects.
Construction contractor	Performs the construction work under its construction contract and remains responsible for means, methods, sequences, site safety, quality control, schedule performance, workforce and lower-tier compliance, testing assigned to it, correction of deficiencies, and required closeout documentation. It may not rely on PMO observation or review as acceptance of nonconforming work or a transfer of its contractual responsibilities.

1.6 Contract Overview

- Contract type: Single-award master services agreement with an aggregate not-to-exceed amount, as described in Section 4.
- Term: The agreement will begin when signed by both parties and continue through January 14, 2031. ROC USA may exercise one option to extend the agreement from January 15, 2031 through September 30, 2032, subject to continued need, satisfactory performance, availability of funding, and the PRICE grant period of performance.
- Agreement ceiling: The aggregate value of all task orders, modifications, travel, and reimbursable expenses issued under the agreement, including the Option Period if exercised, may not exceed \$2.55M unless a larger amount is agreed to by and between ROC USA and the Contractor in accordance with the amendment requirements of the contract. The ceiling is not a guarantee of work or payment.
- Work authorization: Work will be authorized through written task orders. ROC USA does not guarantee any minimum amount of work.
- Procurement method: Competitive proposals under 2 CFR 200.320(b)(2) and ROC USA's Procurement Policy. Award will be made to the responsible proposer whose proposal is most advantageous to ROC USA, with price and other factors considered, as described in Section 7.

1.7 Federal Funding Notice

This contract will be paid with federal funds. The selected Contractor must comply with all applicable federal requirements, including 2 CFR part 200; Davis-Bacon and Related Acts monitoring responsibilities; Section 3 of the Housing and Urban Development Act of 1968 (24 CFR part 75); Build

America Buy America; civil rights and fair housing laws; and the contract provisions in Appendix II. Proposers should review these requirements carefully before submitting a proposal.

Item	Information
Federal awarding agency	U.S. Department of Housing and Urban Development
Program	Preservation and Reinvestment Initiative for Community Enhancement (PRICE) – Main
Federal award identification number	B-23-PR-11-0002
Grantee	ROC USA, LLC

1.8 Definitions

Term	Meaning
BABA	Build America Buy America Act requirements for iron, steel, manufactured products, and construction materials used in federally funded infrastructure.
Contractor	The firm selected under this RFP to provide PMO and construction management services.
CTAP	Certified Technical Assistance Provider. A regional nonprofit that serves as a ROC USA subrecipient under the PRICE grant.
DRGR	HUD's Disaster Recovery Grant Reporting system, used to report on PRICE grants.
HUD	U.S. Department of Housing and Urban Development.
MHC	Manufactured housing community.
PMO	Program management office.
PRICE	Preservation and Reinvestment Initiative for Community Enhancement.
Proposer	A firm that submits a proposal in response to this RFP.
ROC	Resident-owned community. A manufactured housing community owned and governed by its homeowners.
Section 3	Section 3 of the Housing and Urban Development Act of 1968, which directs economic opportunities from HUD funding to low- and very low-income persons and the businesses that employ them, to the greatest extent feasible.
Task order	A written order issued by ROC USA under the contract that defines the assignment-specific scope, deliverables, schedule, staffing, pricing basis, and not-to-exceed amount, as described in Section 3.2.

Section 2. Procurement Schedule and Process

2.1 Procurement Method

ROC USA is conducting this procurement using the competitive proposal method under 2 CFR 200.320(b)(2) and ROC USA's Procurement Policy and Procedures. Where ROC USA's policy and federal requirements differ, ROC USA will follow the more stringent requirement.

Under this method:

- ROC USA is publicly advertising this RFP and requesting proposals from an adequate number of qualified sources to allow full and open competition.
- ROC USA will evaluate proposals using the factors and relative importance stated in Section 7. Price is one factor, but not the only one.
- ROC USA will make an award to the responsible proposer whose proposal is most advantageous to ROC USA, with price and other factors considered.
- ROC USA may negotiate with one or more proposers before award.

Because specific project scopes and locations have not yet been determined, this RFP will result in a base contract with no guaranteed minimum amount of work. Proposers will compete on qualifications, approach, staffing, and a fixed schedule of hourly rates by labor category. Work will then be ordered through task orders priced at the contract rates, as described in Sections 3.2 and 4. Task orders may not add work outside the scope competed under this RFP, and the total value of all task orders may not exceed the agreement ceiling stated in Section 1.6.

2.2 Schedule of Events

ROC USA expects to follow the schedule below. All times are Eastern Time. ROC USA may change this schedule. Changes to the pre-proposal conference, question deadline, or proposal due date will be made by written addendum.

Event	Date
RFP issued	Monday, October 26, 2026
Pre-proposal conference (virtual)	Monday, November 2, 2026, at 1:00 PM ET
Deadline for written questions	Monday, November 9, 2026, at 6:00 PM ET
Answers to questions posted by addendum	Monday, November 16, 2026
Proposals due	Tuesday, November 24, 2026, at 6:00 PM ET
Responsiveness and eligibility review	November 30 – December 2, 2026
Evaluation of proposals	December 2 – December 11, 2026
Interviews with shortlisted proposers and reference checks	December 14 – December 18, 2026
Award recommendation and approval	December 21, 2026 – January 8, 2027
Anticipated notice of award	On or about Friday, January 8, 2027
Contract negotiation and execution	January 11 – January 29, 2027
Contract execution and notice to proceed	On or about Friday, January 29, 2027

Dates after the proposal due date are estimates only, and ROC USA may change them without an addendum. Proposers should note that the proposal due date falls during Thanksgiving week and that interviews are scheduled for the week of December 14. Proposers should plan for proposed key personnel to be available for interviews that week.

2.3 Procurement Contact and Communications

All communications about this RFP must go to the Procurement Contact named below, in writing, by email.

Procurement Contact	
Name / title	Leanne Dinverno, Sr. Procurement and Risk Specialist
Organization	ROC USA, LLC
Email	ldinverno@rocosa.org
Email subject line	PRICE PMO RFP – [Proposer Name] – [Topic]

Restricted communications ("cone of silence") – From the date the public notice is posted until a contract is awarded or this RFP is canceled, proposers and their representatives may not contact anyone at ROC USA about this RFP other than the Procurement Contact. This includes ROC USA officers, employees, agents, and board members; evaluation committee members; CTAPs; and resident-owned communities. This restriction does not apply to communications in the pre-proposal conference or the official question-and-answer process, or to normal business unrelated to this RFP. A proposer that violates this restriction may be disqualified.

Only written answers issued by ROC USA in an addendum are binding. Proposers may not rely on oral statements from any ROC USA representative.

2.4 Pre-Proposal Conference

- ROC USA will hold a virtual pre-proposal conference on the date shown in Section 2.2. Proposers can access the conference at this link:
<https://us06web.zoom.us/meeting/register/MiRYXgovRPm0WaiPOujlCQ>.
- The conference will be held five business days after the RFP is issued. Attendance is strongly encouraged and will not affect evaluation.
- ROC USA will review the RFP requirements and the proposal process and take questions. ROC USA will record attendance. Any substantive answer given verbally will be issued in writing by addendum to all firms, along with the attendee list. Only the written addendum is binding.

2.5 Questions and Addenda

- Proposers must submit questions in writing to the Procurement Contact by the question deadline in Section 2.2. ROC USA will not respond to questions received after that deadline.
- Questions should cite the RFP section and page they refer to.
- ROC USA will answer all timely questions in a single addendum issued to all firms at the same time, by the date in Section 2.2 (six business days before proposals are due). Answers will not identify who asked the question.
- All addenda will be posted on the website and emailed to firms that registered with the Procurement Contact. Proposers are responsible for checking for addenda before submitting a proposal.
- Proposers must acknowledge each addendum on the Proposal Cover Sheet (Attachment A).
- After the answers are posted, the RFP terms are final. If ROC USA must make a material change after that date, it will issue an amendment with a revised proposal due date.

2.6 Proposal Submission

- Proposals must be received by the due date and time in Section 2.2. Proposals must be submitted electronically to ldinverno@rocusa.org and pricefunding@rocusa.org. Section 6 describes required content and format.
- Late proposals will not be accepted or evaluated. ROC USA will log the date and time each proposal is received, and its record of receipt time is final. Proposers are responsible for allowing enough time for electronic delivery.
- Firms that decide not to submit a proposal are asked to notify the Procurement Contact. This helps ROC USA assess competition.
- Proposers may withdraw or replace a proposal by written notice to the Procurement Contact before the due date.
- Proposals must remain valid for at least 120 days after the due date.
- Proposers are responsible for all costs of preparing and submitting a proposal and of attending interviews or negotiations. ROC USA will not reimburse these costs.

2.7 Evaluation and Award Process

After the due date, ROC USA will review proposals in the following steps. Section 7 describes the evaluation criteria in detail.

- Responsiveness and eligibility review (November 30 – December 2, 2026) - ROC USA will confirm that each proposal was received on time, is complete, and meets the mandatory requirements in Section 5. ROC USA will check SAM.gov for exclusions and review financial capacity and past performance.
- Evaluation (December 2 – 11, 2026) - An evaluation committee will score responsive proposals on the technical factors in Section 7, then meet to reach consensus scores. Committee members complete conflict of interest disclosures before the procurement begins and reconfirm before scoring. ROC USA will select a shortlist for interviews based on technical consensus scores only. Separately, ROC USA's Procurement Contact will evaluate price and compare proposed rates to ROC USA's independent cost estimate to determine price reasonableness; price results will be shared with the committee only after technical scores are final.
- Interviews and references (December 14 – 18, 2026) - Shortlisted proposers will be interviewed using standard questions, with proposed key personnel attending. ROC USA will complete reference checks for finalists.
- Clarifications and negotiations - ROC USA may request clarifications from proposers and may negotiate with one or more proposers. ROC USA may request best and final offers.
- Award (December 21, 2026 – January 8, 2027) - ROC USA will document its selection decision in a Procurement Decision Memorandum. Award must be approved by ROC USA's authorized signatory.
- Contract negotiation and execution (January 11 – 29, 2027) - ROC USA will negotiate final scope, rates, and terms with the selected proposer, confirm insurance and any bonding, and check SAM.gov status again immediately before signing. ROC USA will issue a notice to proceed, together with the initial PMO start-up task order described in Section 3.2, when the contract is signed.
- Notice - ROC USA will notify all proposers in writing of the outcome. Unsuccessful proposers may request a debriefing within 5 business days after notice.

No contract exists until a written agreement is signed by both parties. The selected proposer may not begin work or incur costs to be charged to the contract before receiving a notice to proceed and a signed task order covering the work, as described in Section 4.

2.8 ROC USA Rights

ROC USA reserves the right to:

- Amend this RFP or extend any deadline by addendum.
- Cancel this RFP, in whole or in part, at any time before contract execution.
- Reject any or all proposals, and waive minor irregularities that do not affect price, quality, or fairness to other proposers.
- Request clarification or additional information from any proposer.
- Award to the next-ranked proposer if the selected proposer does not sign a contract within a reasonable time.
- Re-solicit if proposed prices are found unreasonable or if competition is inadequate.

2.9 Public Information

Proposals become the property of ROC USA. ROC USA may be required to share proposal information with HUD and other federal oversight agencies. Proposers should clearly mark any trade secrets or confidential financial information. ROC USA will try to protect marked information to the extent permitted by law and its grant obligations but cannot guarantee confidentiality.

Section 3. Scope of Services

3.1 Purpose and Objectives

ROC USA, LLC seeks a qualified firm (the "Contractor") to provide program management office (PMO) and construction management services for its Improvement of Manufactured Housing Community Infrastructure program (the "Infrastructure Program"). The Infrastructure Program is funded through ROC USA's U.S. Department of Housing and Urban Development (HUD) Preservation and Reinvestment Initiative for Community Enhancement (PRICE) Main grant. The Contractor will help ROC USA deliver infrastructure improvements in resident-owned manufactured housing communities on schedule, within budget, and in full compliance with applicable federal requirements.

The Infrastructure Program's objectives are to:

- Mitigate conditions that threaten resident health and safety, including drinking water quality problems, untreated sewage and failing septic systems, and electrical hazards.
- Repair, replace, or improve community infrastructure such as roads, sidewalks, water and wastewater systems, wells and septic systems, and utility hookups.
- Increase the resilience of community infrastructure to natural hazards.
- Preserve long-term affordability of resident-owned communities.

3.2 Task Order Approach

- Services will be performed on an as-needed basis under written task orders issued by ROC USA. No work is authorized until the applicable task order is signed by both parties. ROC USA will issue an initial PMO start-up task order together with the notice to proceed. That task order will cover the program kickoff meeting, PMO Management Plan, program-level responsibility and

decision-authority matrix, QA/QC Plan, and program master schedule and portfolio tracker described in Sections 3.3 and 3.15. ROC USA is not allocating the Infrastructure Program budget among projects or committing to particular assignments through this RFP.

- Each task order will define the assignment-specific scope, assumptions and exclusions, deliverables, schedule and milestones, assigned personnel and subcontractors, anticipated site visits and reviews, dependencies, reimbursable expenses, pricing basis, and total fee. Each task order will include a not-to-exceed amount based on the rates in the Contractor's agreement, with labor and with travel and other reimbursable expenses shown as separate line items. The total not-to-exceed amount, including both lines, is the maximum payable for the assignment unless ROC USA approves a written task order modification in advance. Amounts may not be shifted between the labor and travel lines without ROC USA's prior written approval.
- Within 10 business days after ROC USA issues a task order request, or within another timeframe stated in the request based on assignment complexity, the Contractor must submit a task order proposal that addresses each required item above and provides sufficient detail for ROC USA to evaluate the proposed staffing, level of effort, schedule, and price.
- The number, size, type, timing, and location of projects have not been fully determined. ROC USA currently anticipates multiple infrastructure assignments in geographically dispersed communities over the contract term. Any states, project counts, value ranges, or example scopes identified below are preliminary, nonbinding planning assumptions only; they may change and do not guarantee work, exclude projects with intermediate values, or limit ROC USA's ability to issue task orders for other eligible projects or locations within the scope of this RFP.

The following table illustrates ROC USA's current planning assumptions and the range of assignments the Contractor may be asked to support. The categories are not procurement thresholds or limits, and projects may fall anywhere within or between the general value ranges shown.

	Illustrative Smaller Project (generally under \$1 million)	Illustrative Mid-Sized Project (generally \$1 million–\$3.5 million)	Illustrative Larger Project (generally over \$3.5 million)
Estimated No. of Projects	3	3	3
Sample Scope	Update Septic, Repave Roads	Update Septic and Water lines, Repave Roads	Sewer/Water Line Replacements, Water Treatment Facility installation

- ROC USA does not guarantee any minimum amount, number, type, value, or location of work. The agreement is non-exclusive, and ROC USA may perform any service itself or through other contractors. Task orders will be priced for the services required for the specific assignment and will not be based on a percentage of construction cost or project value.

The tasks described in Sections 3.3 through 3.11 show the range of services that may be assigned. They are not an exhaustive list; ROC USA may assign related services within the general scope of this RFP.

3.3 Task 1 – PMO Start-Up and Program Administration

The Contractor will establish and run the PMO for the Infrastructure Program, including:

- Under the PMO start-up task order described in Section 3.2, conduct a program kickoff meeting with ROC USA within 10 business days after notice to proceed. Conduct an assignment-specific kickoff meeting at the start of each task order, unless ROC USA determines that one is unnecessary.
- Prepare a PMO Management Plan describing the program governance structure, organization, staff roles, lines of authority, communication protocols, decision and approval pathways, escalation procedures, change control, and risk management approach.
- Develop and maintain a program-level responsibility and decision-authority matrix that identifies, as applicable, the roles of ROC USA, the Contractor, CTAPs, ROCs or other contracting owners, design professionals, construction contractors, utilities, permitting authorities, operators, property managers, and other project participants. The matrix must distinguish responsibility for performing work, providing input, making recommendations, reviewing technical matters, approving contractual actions, accepting deliverables, and receiving notice.
- For each task order, confirm the project-specific contacts, contractual parties, technical decision-makers, approval authorities, communication routes, escalation path, and required response times at the assignment kickoff. The Contractor must document unresolved role or authority questions and promptly elevate them to ROC USA; the Contractor may not assume approval authority and may exercise only the routine administrative functions ROC USA delegates in writing under Section 3.14.
- Prepare a Quality Assurance/Quality Control (QA/QC) Plan for the Contractor's work products and oversight activities, including review responsibilities, approval workflows, document version control, comment resolution, correction of errors, and verification that required reviews are complete.
- Develop and maintain a program master schedule and a portfolio tracker showing the status, budget, and schedule of every project.
- Develop reporting requirements and standardized templates for project intake, scopes of work, responsibility and decision-authority matrices, cost estimates, schedules, design review comments, inspection reports, requests for information, submittals, change order logs, progress reports, decisions, approvals, action items, and closeout checklists, for ROC USA approval.
- Set up and maintain a document control system compatible with ROC USA's systems (e.g., Box.com), including file naming, version control, access permissions, review status, approval records, retention, and transfer requirements.
- Maintain a risk and issue log and recommend corrective actions.
- Coordinate among ROC USA, CTAPs, ROCs or other contracting owners, design professionals, construction contractors, utilities, permitting authorities, operators, property managers, residents, and other stakeholders, as applicable to each assignment, while preserving the decision and approval authority established by the governing agreements and the task order.
- Establish a meeting and reporting cadence that includes weekly status meetings with ROC USA's Contract Manager, a brief written weekly status report, and monthly program reviews, unless ROC USA approves another cadence. Prepare agendas, maintain decision and action-item logs, assign responsible parties and due dates, distribute minutes, and elevate overdue or unresolved matters through the approved escalation path.
- Provide training and technical assistance to CTAP and ROC staff on PMO procedures and federal requirements, as requested.

3.4 Task 2 – Project Planning and Pre-Development

The Contractor will help ROC USA and CTAPs develop well-defined, eligible, and buildable projects, including:

- Support project intake by assembling documentation ROC USA needs for its eligibility and national objective determinations. ROC USA makes all eligibility determinations.
- Review available reports, studies, surveys, assessments, designs, inspection records, utility information, permits, and other existing project documentation; identify what remains reliable and suitable for reuse, what requires updating, and what must be repeated; document material gaps, conflicts, or changed conditions; and provide the proposed scope and cost of any additional investigation before authorization. If prior work cannot satisfy an applicable grant requirement, confirm that limitation with ROC USA's designated grant reviewer. Replacement work may be recommended when necessary, but available records must continue to inform the work where appropriate. Reliance on existing information must also be coordinated with the responsible design professional and other applicable parties.
- Conduct site visits and condition assessments appropriate to the assignment and document health and safety deficiencies, existing conditions, access constraints, resident impacts, and other factors that may affect project scope, cost, schedule, permitting, or constructability.
- Develop or review project scopes of work, assumptions, exclusions, delivery constraints, and planning or design-phase cost estimates, with sufficient detail to support ROC USA's decisions and the applicable stage of project development.
- Help prioritize and sequence projects using criteria established by ROC USA and in accordance with the master program schedule.
- Identify environmental, historic preservation, floodplain, wetland, utility, right-of-way, and permitting issues early in project development.
- Review design professionals' scopes and fees and perform coordinated reviews of plans, specifications, estimates, and schedules at design milestones established in the applicable task order. Milestones may include approximately 30%, 60%, 90%, and 100% design, but may be combined, omitted, or adjusted based on project size, complexity, delivery method, available prior work, and risk. Early reviews should confirm the design basis, scope, alternatives, major constraints, and budget; intermediate reviews should address coordination, constructability, cost, schedule, permitting, phasing, and resident impacts; and final reviews should confirm that procurement documents are complete, coordinated, and ready for issuance.
- Maintain a design-review comment log identifying each comment, responsible party, disposition, due date, and resolution status. Verify that material comments are resolved or expressly accepted by the authorized decision-maker before the project advances to the next applicable stage.
- Identify required permits, easements, rights-of-way, utility coordination, environmental or historic-review dependencies, and stakeholders for approvals, and track responsibility, submission requirements, review periods, and status through the project schedule and responsibility matrix established under Section 3.3.
- Develop project budgets and schedules for ROC USA approval.
- Before recommending that a project proceed to construction procurement, award, notice to proceed, or another major stage, prepare a documented project-readiness review appropriate to that decision point. The review must address, as applicable, scope definition, design completion, cost estimate and funding, schedule, environmental clearance, permits and approvals, site control and access, utility coordination, procurement documents, federal

requirements, resident-impact planning, operations and maintenance considerations, unresolved risks, and decision authority. Identify incomplete items, responsible parties, required actions, and whether each item must be resolved before proceeding or may be managed after the decision point with the written approval of ROC USA and, as applicable, the contracting owner or subrecipient acting within authority assigned by ROC USA. ROC USA retains ultimate approval authority.

- Support resource planning by identifying anticipated project personnel, professional disciplines, specialty services, site coverage, and labor hours needed for subsequent phases, while recognizing that assignment-specific staffing will be established through the applicable task order.

3.5 Task 3 – Engineering and Design Services Procurement Support

The Contractor will help ROC USA and subrecipients procure qualified engineering, architectural, surveying, and related design professionals for Infrastructure Program projects in compliance with ROC USA's Procurement Policy and Procedures and 2 CFR 200.317–200.327, including:

- Using the results of the planning and pre-development work in Section 3.4, identify for each project or group of projects the professional disciplines and design services required, such as civil, sanitary, environmental, electrical, and geotechnical engineering; surveying; field investigations and testing; permitting support; bid-phase support; construction-phase services; and record drawings. Identify existing reports, designs, and other work products that may be reused, and the state licensing requirements that apply to the work.
- Provide a written recommendation on how design services should be procured, including whether to procure them project by project, by region, or for groups of similar projects, and the procurement method appropriate to each. Where architectural or engineering professional services are procured through competitive proposals, the recommendation must address qualifications-based selection under 2 CFR 200.320(b)(2)(iv), under which price is not used as a selection factor and compensation is negotiated with the most qualified firm. The Contractor provides analysis and recommendations but may not determine that a method is legally permissible, approve the procurement strategy, or authorize procurement actions. ROC USA or the contracting subrecipient, as applicable, retains those decisions and all award authority, as provided in Section 3.14.
- Prepare scopes of work that describe the project background, existing conditions and available information, required services and deliverables by phase, review milestones consistent with Section 3.4, applicable design standards and permits, and any other design and/or engineering related services. Scopes must require designs and/or engineering plans that support compliance with applicable federal requirements, including Build America Buy America, environmental review conditions and mitigation measures, accessibility, and floodplain and resilience requirements.
- Prepare an independent fee estimate for each services procurement before proposals or qualifications are received. Document the estimate's basis, assumptions, exclusions, and anticipated level of effort by discipline and design phase.
- Assemble requests for qualifications, requests for proposals, and other approved solicitation documents. Packages must include the scope of work; evaluation criteria and their relative importance; required qualifications, licenses, and registrations; submission requirements; conflict of interest disclosure requirements; insurance requirements, including professional liability coverage; required federal contract provisions, including Section 3 and 2 CFR part 200, Appendix II; and the proposed form of agreement.

- Support public notice and outreach, including outreach to small, minority-owned, women-owned, veteran-owned, and Section 3 business concerns consistent with 2 CFR 200.321; coordinate receipt of questions; and prepare draft responses, clarifications, and addenda for approval by ROC USA or the contracting subrecipient, as applicable. Only an authorized contracting representative may issue the solicitation or an addendum.
- Support the documented evaluation of submissions using the criteria stated in the solicitation. Prepare evaluation materials; review responsiveness, licensing, insurance, conflict of interest disclosures, and SAM.gov exclusion status; and provide technical advice to the evaluation committee as requested. The Contractor may not add or change evaluation criteria after issuance, score submissions unless ROC USA appoints Contractor personnel as non-voting advisors, or make the selection decision.
- After the most qualified firm is selected, support fee negotiations by reviewing the firm's proposed scope, staffing, hours, rates, and fee against the independent fee estimate; performing the required cost or price analysis, including separate negotiation of profit where required by 2 CFR 200.324(b); and confirming that the proposed pricing does not use cost-plus-a-percentage-of-cost or percentage-of-construction-cost methods. If a fair and reasonable fee cannot be negotiated, recommend whether to end negotiations and proceed with the next most qualified firm.
- Prepare a written selection and award recommendation that summarizes the process followed, competition received, evaluation results, responsibility review, cost or price analysis, conflicts or exceptions, and the basis for the recommendation. ROC USA or the contracting subrecipient, as applicable, makes all procurement, selection, and award decisions and may accept, reject, or modify the Contractor's recommendation.
- After award, support the design-contract kickoff; update the responsibility and decision-authority matrix established under Section 3.3; integrate the design schedule and milestones into the program master schedule; and track design-contract scope, schedule, fee, and amendments. The design professional retains responsibility for professional design services and technical determinations, as described in Section 1.5.
- Consistent with Sections 3.13 and 8.5, the Contractor and its affiliates may not compete for, or serve as a subconsultant on, any design-services procurement for which the Contractor prepares scopes of work, estimates, or solicitation documents.

3.6 Task 4 – Construction Procurement Support

The Contractor will help ROC USA and subrecipients procure construction contractors in compliance with ROC USA's Procurement Policy and Procedures and 2 CFR 200.317–200.327, including:

- Assess the construction delivery and procurement methods appropriate to each project and provide a written recommendation. The assessment may consider design-bid-build, design-build, construction manager at risk, or another method, but only to the extent permitted by applicable law, the PRICE award requirements, ROC USA's Procurement Policy and Procedures, and the requirements governing the contracting owner. The recommendation must address project readiness and design maturity; scope and price certainty; schedule; risk allocation; owner capacity; market conditions; competition; bonding and insurance; federal compliance; and the advantages, disadvantages, and procurement steps associated with each viable method.
- Coordinate the recommended method with ROC USA's Procurement Contact, counsel, and other authorized reviewers before solicitation documents are prepared. The Contractor provides analysis and recommendations but may not determine that a method is legally permissible, approve the procurement strategy, or authorize procurement actions. ROC USA or

the contracting subrecipient, as applicable, retains those decisions and all award authority, as provided in Section 3.14.

- Prepare an independent pre-solicitation cost estimate before each solicitation is issued and update or reconcile the estimate when material scope, design, schedule, or market assumptions change. Document the estimate's basis, assumptions, exclusions, escalation, contingencies, and source information.
- Coordinate solicitation-package reviews among ROC USA, the contracting subrecipient or owner, Procurement, counsel, finance, the design professional, federal compliance personnel, and other authorized reviewers, as applicable. Maintain a review and comment log showing responsibilities, due dates, dispositions, approvals, and unresolved issues.
- Assemble invitations for bids, requests for proposals, and other approved solicitation documents, as applicable to the selected method. Packages must include coordinated specifications and drawings; scope, schedule, phasing, site-access, resident-impact, testing, commissioning, closeout, and responsibility requirements; applicable Davis-Bacon wage determinations; evaluation or award criteria appropriate to the method; and required federal contract provisions, including Section 3, Build America Buy America, and 2 CFR part 200, Appendix II.
- Support public notice and bidder or proposer outreach; conduct pre-bid or pre-proposal conferences and site walks; coordinate receipt and review of questions; and prepare draft responses, clarifications, and addenda for approval by ROC USA or the contracting subrecipient, as applicable. Only an authorized contracting representative may issue the solicitation or an addendum.
- Conduct outreach to small, minority-owned, women-owned, veteran-owned, and Section 3 business concerns.
- Support receipt and documented evaluation of bids or proposals using the method and criteria stated in the solicitation; prepare bid tabulations or evaluation materials, as applicable; review responsiveness and bidder or proposer responsibility, including SAM.gov exclusion checks; identify material exceptions or ambiguities; and perform the required cost or price analysis. The Contractor may provide technical advice but may not add or change evaluation criteria after issuance or make the award decision.
- Verify bid guarantees, bonds, and insurance. For construction contracts over \$350,000, this includes a 5% bid guarantee, a 100% performance bond, and a 100% payment bond.
- Prepare a written procurement and award recommendation that summarizes the process followed, competition received, responsiveness and responsibility review, cost or price analysis, conflicts or exceptions, evaluation results where applicable, and the basis for the recommendation. ROC USA or the contracting subrecipient, as applicable, makes all procurement, selection, and award decisions and may accept, reject, or modify the Contractor's recommendation.

3.7 Task 5 – Construction Management and Oversight

During construction, the Contractor will:

- Conduct pre-construction conferences covering roles and authority, communications and escalation, schedule and phasing, site access, resident impacts, safety, labor standards, Section 3, BABA, environmental conditions, testing and commissioning, documentation, payment, change management, and closeout requirements.
- Review construction contractors' baseline schedules, schedules of values, submittal schedules, testing and commissioning schedules, and related construction plans for consistency with the

contract documents. Maintain logs for requests for information, submittals, decisions, and required responses.

- Establish and administer the project-specific routing and review process for requests for information, submittals, substitutions, and other technical questions. Route technical matters to the design professional of record or other responsible professional, track response times and impacts, and distinguish technical review or acceptance from contractual approval. The Contractor may not revise the design, accept nonconforming work, or authorize a change.
- Monitor milestone achievement and critical-path performance; identify actual or anticipated delays, their causes and effects; evaluate proposed recovery plans; and recommend corrective actions without directing the construction contractor's means, methods, sequences, or safety program.
- Prepare and implement an inspection coverage plan for each assignment, subject to ROC USA approval and reflected in the task order's staffing, schedule, and fee. The plan must establish site-visit frequency and inspection coverage appropriate to the nature, phase, complexity, and risk of the work. Coverage must be sufficient to observe material construction activities and must include additional observation at identified critical activities, concealed work, utility connections, shutdowns, testing, startup, commissioning, substantial completion, and other required hold or witness points.
- Before construction begins, develop or review a project-specific safety escalation procedure aligned with the construction contractor's safety responsibilities and subject to ROC USA and contracting-owner approval. The procedure must identify immediate actions; verbal and written notice requirements; primary, after-hours, and backup contacts; documentation and corrective-action tracking; who has contractual authority to stop affected construction work; who verifies correction; and who authorizes resumption. The procedure must distinguish authority over construction work from the Contractor's authority to suspend its own services. Actual contacts and authority must be confirmed at the pre-construction conference.
- Monitor work for general conformance with the contract documents, permits, approved submittals, environmental conditions, and applicable safety requirements, without assuming responsibility for the construction contractor's means, methods, sequences, or safety program. If Contractor personnel observe a condition they reasonably believe presents an imminent threat to life, health, property, or essential service, they must immediately notify the construction contractor's designated site representative and the other emergency contacts identified in the approved safety escalation procedure. Notice must be verbal or otherwise immediate and must not be delayed while a written report is prepared. The Contractor must then notify ROC USA and document the condition, notifications, actions taken, and disposition in writing as soon as practicable and no later than 24 hours after the observation.
- Lead progress meetings and distribute minutes within 2 business days.
- Verify reported construction progress and work in place against the schedule of values and identify discrepancies for resolution. Section 3.9 governs supporting-document review, financial eligibility, payment recommendations, budget tracking, and final-cost forecasting.
- Evaluate change order requests, prepare independent estimates, and recommend action based on cost reasonableness. The Contractor may not authorize changes; only ROC USA or the contracting subrecipient may approve change orders.
- Develop or review, and then coordinate implementation of, an assignment-specific construction-impact and resident-communication plan. As applicable, the plan must address site access, traffic and parking, utility shutdowns and advance notice, temporary water, wastewater, electrical, roadway, or other essential service, emergency contacts, work hours, noise and dust,

accommodations for persons with disabilities, language access, resident questions and complaints, protection of homes and personal property, site restoration, and coordination with ROC leadership, CTAPs, operators, property managers, utilities, contractors, and residents. The plan must identify who is authorized to issue notices and make decisions.

- After a project is assigned and before testing begins, coordinate a project-specific testing, startup, and commissioning plan for approval by ROC USA and the contracting owner, with input from the design professional and other responsible technical parties. The plan must identify required tests; the responsible contractor, supplier, utility, regulator, special inspector, or testing firm; required witnesses and advance notice; payment responsibility; prerequisites and acceptance criteria; technical acceptance authority; documentation; and procedures for failed or incomplete tests, corrective work, and retesting. The Contractor must schedule and observe activities as assigned, review records for completeness and consistency, maintain a testing and commissioning log, track correction and retesting, and obtain the acceptance of the responsible technical authority. Startup and commissioning must verify, as applicable, that equipment, controls, alarms, and systems operate as intended. The Contractor is not required to perform every test, and its review does not replace technical acceptance by the responsible authority.
- Coordinate substantial-completion and final-completion reviews; prepare and track punch lists; verify completion of corrective work and required testing, commissioning, training, restoration, and closeout documentation; and collect warranties, as-built drawings, operation and maintenance manuals, lien releases, permits, certificates, and other required records. The Contractor may recommend acceptance, but final acceptance remains with ROC USA or the contracting subrecipient, as applicable.
- Provide documentation and analysis to support resolution of construction claims and disputes, as requested.

3.8 Task 6 – Federal Cross-Cutting Compliance Support

The Contractor will support ROC USA's compliance with federal requirements that apply to PRICE-funded infrastructure, including:

- Environmental review. HUD performs environmental reviews for this program under 24 CFR part 50. The Contractor will:
 - Prepare supporting documentation, data, and studies for HUD's reviews.
 - Help ensure that no choice-limiting actions occur before environmental clearance.
 - Track and verify completion of mitigation measures and conditions.
 - Identify scope or site changes that may require re-evaluation.
- Labor standards (Davis-Bacon and Related Acts). The Contractor will:
 - Confirm that correct wage determinations are included in bid documents and contracts.
 - Review certified payrolls and statements of compliance.
 - Conduct on-site employee interviews.
 - Monitor apprentice ratios and classifications.
 - Identify underpayments and track restitution.
- Build America Buy America (BABA). The Contractor will verify compliance for iron and steel, manufactured products, and construction materials; collect certifications and supporting documentation; and support any waiver requests.
- Section 3. The Contractor will track labor hours by Section 3 workers and Targeted Section 3 workers, and compile data for HUD reporting.

- Uniform Relocation Act. The Contractor will identify any potential displacement or acquisition early and coordinate compliance with 49 CFR part 24, if triggered.
- Other requirements. The Contractor will support compliance with lead-based paint rules (24 CFR part 35, where housing is disturbed), accessibility (Section 504 and the ADA), flood insurance and floodplain requirements, fair housing and nondiscrimination, and language access, as applicable.

3.9 Task 7 – Financial Management and Payment Review

The Contractor will help ROC USA control costs and pay only for eligible, completed work, including:

- Review construction contractors' payment applications against work in place and the schedule of values and recommend payment amounts.
- Confirm that required supporting documents are complete before recommending payment, such as lien waivers, certified payroll compliance, and BABA documentation.
- Track budgets, commitments, and expenditures by project and funding source, including PRICE funds and any match or leverage.
- Prepare cost-reasonableness analyses for payment applications, change requests, and other financial reviews, as requested.
- Assemble supporting documentation for ROC USA draw requests. ROC USA approves all payments and drawdowns.

3.10 Task 8 – Reporting, Monitoring, and Recordkeeping

The Contractor will:

- Submit a monthly program progress report covering schedule, budget, risks, compliance status, and upcoming milestones.
- Provide data ROC USA needs for HUD quarterly reports, Disaster Recovery Grant Reporting (DRGR) system entries, and the Annual Performance Report, at least 15 business days before each due date.
- Support ROC USA's monitoring of subrecipients and construction contractors, including desk reviews, site visits, and tracking of findings and corrective actions.
- Support audits and reviews by ROC USA, HUD, the HUD Office of Inspector General, and other authorized parties.
- Maintain complete, organized project files and turn all records over to ROC USA on request and at contract end. Records must be kept for the retention period required by the PRICE grant agreement.

3.11 Task 9 – Project and Program Closeout

The Contractor will:

- Prepare a closeout package for each project. The package will include final inspection and acceptance, as-built drawings, warranties, final payment documentation, labor standards closeout, Section 3 data, confirmation that environmental mitigation is complete, and beneficiary documentation.
- Support ROC USA's program closeout so that all work is complete and documented before the PRICE period of performance ends on September 30, 2032.
- Prepare a transition plan and provide transition services at the end of the contract.

3.12 Staffing and Key Personnel

The Contractor must provide qualified, appropriately licensed personnel sufficient to perform each task order. At the proposal stage, proposers must name the program-level key personnel identified below and describe the anticipated staff categories and resources available to support the contract. Because specific projects, locations, schedules, and levels of effort have not yet been identified, proposers are not required to name or commit all non-key or project-specific personnel in the proposal. For each task order, the Contractor must propose the personnel appropriate to the assignment, including their roles, qualifications, availability, anticipated site coverage, and level of effort, for ROC USA's review and approval before the task order is executed.

The Program Manager, Construction Manager, and Federal Compliance Manager are program-level key personnel and must be named in the proposal. The remaining positions are anticipated labor categories shown for planning and pricing purposes. Proposers must describe the qualifications and resources available for these roles but are not required to name or commit specific individuals unless they choose to do so. Project-specific personnel will be proposed and approved through the applicable task order.

Role / Anticipated Labor Category	Primary Responsibilities	Minimum Qualifications
Program Manager (key)	Oversees PMO, staffing, deliverables, quality, schedule, and risk.	At least seven (7) years of program or project management experience, including at least three (3) years managing federally funded construction or infrastructure programs.
Construction Manager (key)	Oversees construction procurement support, inspections, change orders, and closeout.	At least seven (7) years of construction management or construction inspection experience on public infrastructure or residential projects, including change order review and payment application review.
Federal Compliance Manager (key)	Leads Davis-Bacon, Section 3, BABA, and other related compliance.	At least five (5) years administering federal cross-cutting requirements on federally funded construction, including Davis-Bacon labor standards (certified payroll review and employee interviews).
Environmental Specialist (anticipated task-order role, as needed)	Prepares environmental review support and tracks mitigation.	3 years supporting HUD environmental reviews under 24 CFR part 50 or 58.
Cost Estimator (anticipated task-order role, as needed)	Prepares independent estimates and cost reasonableness analyses.	3 years estimating water, wastewater, roadway, or electrical work; 5 years preferred.
Scheduler (anticipated task-order role, as needed)	Maintains program and project schedules.	2 years of construction scheduling; 3 years preferred.

Role / Anticipated Labor Category	Primary Responsibilities	Minimum Qualifications
Field Inspector (anticipated task-order role, as needed)	Performs site inspections and reports.	3 years inspecting infrastructure construction for independent assignments; applicable certifications.
Project Coordinator (anticipated task-order role, as needed)	Document control, reporting, and administrative support including messaging, small business solicitation engagement, etc.	2 years of relevant project administration or document-control experience; 3 years preferred.

- The Contractor may not replace key personnel without ROC USA's prior written approval. Replacement of certain key personnel may also require HUD's prior approval. Replacements must have equal or better qualifications.
- ROC USA may require the Contractor to remove any staff member from the work.
- The Contractor must maintain sufficient program-level capacity and be able to mobilize qualified project-specific personnel to support multiple concurrent assignments in geographically dispersed locations. The staffing, availability, site coverage, and level of effort required for each assignment will be established through the applicable task order.

3.13 General Performance Requirements

- Work location and travel. Staff may work remotely except when on-site work is required. On-site work will likely be in communities located in Colorado, Idaho, New York, and North Carolina. Travel and travel time will be governed by the uniform requirements in Section 4.4 and must be included in an executed task order or approved in writing by ROC USA before they are incurred.
- Equipment. The Contractor will provide all equipment, software, and supplies its staff need.
- Communications. The Contractor's Program Manager will coordinate all communications with ROC USA's Contract Manager.
- Data security. The Contractor will protect resident and other personally identifiable information, limit access to staff who need it, retain records in accordance with HUD policy, and notify ROC USA within 24 hours of any suspected breach.
- Ownership of work product. All reports, data, and other work products prepared under the agreement belong to ROC USA.
- Accessibility. Electronic deliverables must meet Section 508 of the Rehabilitation Act and WCAG 2.1 AA standards.
- Conflicts of interest. The Contractor and its affiliates may not serve as design professional or construction contractor on any project the Contractor oversees and may not compete for procurements for which it drafted specifications or scopes of work.

3.14 Functions Retained by ROC USA

ROC USA retains ultimate authority for the following decisions and may not delegate that authority to the Contractor. ROC USA may delegate routine administrative functions to the Contractor in writing, but no such delegation may include any decision listed below. A contracting owner or subrecipient may perform assigned contractual or administrative functions only to the extent authorized by ROC USA and documented in the applicable agreement, responsibility and decision-authority matrix, or task order. Any such action remains subject to ROC USA's grant, funding, compliance, and oversight approvals:

- Project eligibility, national objective, and selection determinations.
- Ultimate approval of budgets, procurement strategies and actions, contract awards, change orders, and payments, including approval of any assigned action taken by a contracting owner or subrecipient when required by ROC USA's grant, agreements, policies, or oversight procedures.
- Federal certifications and submissions to HUD.
- Drawdown of PRICE funds.
- Ultimate approval of final acceptance and project closeout, after considering any technical acceptance and any contractual acceptance performed by the contracting owner or subrecipient within its assigned authority.

3.15 Deliverables Summary

The table below summarizes expected deliverables. Specific deliverables, formats, and due dates will be confirmed in each task order.

Deliverable	Due
PMO Management Plan	Within 30 days of notice to proceed, under the PMO start-up task order
Responsibility and decision-authority matrix	With PMO Management Plan; updated per task order and as roles change
QA/QC Plan	Within 30 days of notice to proceed, under the PMO start-up task order
Program master schedule and portfolio tracker	Within 30 days of notice to proceed, under the PMO start-up task order; updated monthly
Weekly status report	Weekly
Project scope of work and cost estimate	Per task order
Design-review comment log and project-readiness review	At each applicable design milestone and before each major project decision point
Design-services procurement recommendation, scope of work, independent fee estimate, solicitation package, evaluation materials, and selection and fee-negotiation recommendation	Per design-services procurement
Independent cost estimate, bid package, bid tabulation, and award recommendation	Per procurement
Construction delivery-method recommendation	Before preparation of procurement documents
Inspection coverage plan; safety escalation procedure; testing, startup, and commissioning plan; and construction-impact and resident-communication plan	Per task order. Each plan is due before the activity it governs begins, as specified in Section 3.7, and must be updated as conditions change.
Site inspection reports with photographs	After each site visit
Progress meeting minutes	Within 2 business days

Deliverable	Due
Change order evaluation	Within 5 business days of receipt
Payment application review	Within 5 business days of receipt
Certified payroll review log and interview reports	Weekly during construction
BABA documentation file	Per project
Section 3 labor hour report	Quarterly
Environmental review support and mitigation tracker	Per project
Monthly program progress report	By the 10th of each month
Data for HUD reporting	15 business days before each due date
Project closeout package	Within 30 days of final completion
Transition plan	90 days before contract end

Section 4. Contract Terms

This section summarizes the principal terms of the agreement ROC USA intends to execute with the selected Contractor. The draft Professional Services Agreement (Attachment F) contains the complete terms, including the required federal contract provisions in Appendix II and the general terms in Appendix III. Proposers must identify any exceptions to these terms in Tab 9 of the Technical Proposal.

- Agreement type.** ROC USA will award a single master services agreement, with a not-to-exceed amount, to one Contractor. The agreement will set fixed, fully burdened hourly rates for each labor category, and ROC USA will authorize all work through written task orders priced at those rates. Because competition for the services occurs through this RFP, task orders issued under the agreement will not be competed separately.
- Task order pricing.** Each task order will authorize a specific assignment and will define the scope of work, assumptions and exclusions, assigned staff, deliverables, anticipated site visits and reviews, schedule, reimbursable expenses, dependencies, pricing basis, and total fee. ROC USA may use a firm-fixed price for work that can be clearly defined and time-and-materials pricing for work whose level of effort cannot be reasonably estimated in advance. Each task order will include a not-to-exceed amount, with labor and with travel and other reimbursable expenses shown as separate line items. The total not-to-exceed amount, including both lines, represents the maximum amount payable for the assignment. The Contractor may not exceed that amount, or shift amounts between the labor and travel lines, without ROC USA's prior written approval through a task order modification.
- Task order price review.** Before requesting a task order proposal, ROC USA will prepare an independent estimate of the hours by labor category or the price of each deliverable. ROC USA will compare the Contractor's task order proposal to that estimate, negotiate any differences, and document its price analysis before issuing the task order. For any task order that exceeds the simplified acquisition threshold, currently \$350,000, ROC USA will perform a written cost or price analysis. Task order rates may not exceed the rates in the agreement.

- **Prohibited pricing.** The agreement and task orders will not use cost-plus-a-percentage-of-cost pricing, fees based on a percentage of construction cost or project value, or contingent fees. Program management and construction management fees may not be set as a percentage of construction value.
- **Contract value.** The aggregate value of all task orders, modifications, travel, and reimbursable expenses under the agreement, including the Option Period if exercised, may not exceed the agreement ceiling stated in Section 1.6, unless a larger amount is agreed to by and between ROC USA and the Contractor in accordance with the amendment requirements of the contract. ROC USA does not guarantee any minimum amount of work.
- **Start of work.** The Contractor may not begin work or incur costs to be charged to the agreement until the agreement is fully executed, ROC USA issues a notice to proceed, and a task order covering the work is signed by both parties. ROC USA will issue the initial PMO start-up task order described in Section 3.2 together with the notice to proceed. ROC USA will not pay for costs incurred before that time.
- **Contract oversight.** ROC USA will monitor the Contractor's performance against the terms, conditions, and specifications of the agreement and each task order.
- **Fee monitoring and advance notice.** The Contractor must report task-order expenditures and progress with each invoice, showing labor and travel and other reimbursable expenses separately. The Contractor must promptly notify ROC USA in writing when (a) for time-and-materials task orders, invoiced labor reaches 80 percent of the labor line of the task-order ceiling; (b) invoiced travel and reimbursable expenses reach 80 percent of that line; or (c) the Contractor otherwise expects that the remaining funds or schedule will be insufficient. The notice must explain the cause, the additional cost or time requested, the effect on deliverables, and available alternatives. The Contractor may not perform or bill work above the task-order ceiling, or above either line within it, without ROC USA's prior written approval.
- **Amendments.** Amendments to the agreement and modifications to task orders must be in writing and approved by ROC USA's authorized signatory, as described in Section 4.6.
- **Contract closeout.** At the end of the agreement, ROC USA will confirm and document that the Contractor has completed all contract requirements. The Contractor must submit its final invoice, all outstanding deliverables, and all project records, and return any ROC USA equipment and materials, within 30 days after the agreement expires or is terminated.

4.1 Contract Term and Funding Contingency

- **Term.** The agreement will begin on the date both parties sign it and will continue through January 14, 2031 (the "Base Term"). Subject to continued need, satisfactory performance, availability of funding, and the PRICE grant period of performance, ROC USA may exercise one option, at its sole discretion, to extend the agreement from January 15, 2031 through September 30, 2032 (the "Option Period"). If HUD sets an earlier end date for the PRICE grant period of performance, the agreement, including any exercised option, will end on that earlier date. No task order may extend past the end of the agreement.
- **Non-exclusive agreement.** The agreement is non-exclusive and does not guarantee any minimum level of services. ROC USA may perform any of the services itself or through other means and may re-procure the services at any time during the term.
- **Draft agreement.** The draft agreement in Attachment F may be modified before execution as a result of negotiations, changes in law or regulation, or other events.

- **Funding contingency.** This RFP, any award, and the resulting agreement are subject to ROC USA's PRICE grant agreement with HUD and to the availability of funds. If HUD suspends, cancels, or terminates the PRICE grant, this RFP, the award, or the agreement will be suspended, canceled, or terminated upon written notice from ROC USA.
- **Payment from federal funds.** For any portion of compensation payable from federal funds, the Contractor will be paid only from federal funds ROC USA actually receives. ROC USA's failure to receive anticipated federal funds is not a breach of the agreement.
- **No commitment to award.** Issuing this RFP does not commit ROC USA to award a contract.

4.2 ROC USA Reservation of Rights

In addition to the rights stated in Section 2.8, ROC USA reserves the right to:

- Reject any or all proposals, waive minor irregularities, or cancel and reissue this RFP.
- Reject any proposal that is incomplete or that offers alternate services or services not requested in this RFP.
- Reduce or increase the quantity of services after award if funding becomes unavailable, legal restrictions are imposed, or ROC USA's requirements change in good faith. Any increase must remain within the scope of this RFP and the agreement's not-to-exceed amount.
- Request additional information from any proposer and contact any party with a prior business relationship with the proposer, including parties not listed as references.
- Reduce the scope of the agreement for unsatisfactory performance or inexcusable delays.
- Award one contract under this RFP, and negotiate the hours, deliverables, and price of individual task orders, provided that task order rates do not exceed the rates in the agreement.
- Withdraw from contracting with a selected proposer that does not provide the required contract documents, including certificates of insurance, within 10 business days after notice of award.
- If the agreement is terminated for nonperformance or the Contractor withdraws, recover from the Contractor the cost of interim services and any increased cost of obtaining a replacement contractor through the original expiration date of the agreement.

4.3 Order of Precedence

If there is a conflict or inconsistency among the contract documents, they will control in the following order:

1. Federal provisions required by the PRICE grant agreement, HUD, and 2 CFR part 200, including the provisions described in Appendix II
2. The executed agreement, including its general terms and conditions and any amendments
3. The signed task order, only with respect to the assignment it covers. A task order may not change the agreement, the federal provisions, or the scope competed under this RFP.
4. The Scope of Services
5. This RFP, including all addenda
6. The Contractor's proposal

Terms proposed by the Contractor, including terms in its proposal, invoices, or standard forms, are not binding unless they are consistent with, and incorporated into, the general terms and conditions of the agreement.

4.4 Payment Terms and Invoicing

- **Payment for authorized work only.** ROC USA will pay only for services it has approved in advance and that are performed within the agreement, an approved amendment, or a signed task order.
- **Invoice schedule and support.** The Contractor will submit invoices monthly in arrears by the 10th day of each month. Each invoice must identify the task order, include the monthly progress report, and include a certification by an authorized representative that the services were performed in accordance with the agreement. Additional support depends on the type of task order:
 - Firm-fixed-price task orders: the Contractor may invoice only for deliverables or milestones that ROC USA has accepted, at the price stated in the task order, with a copy of each deliverable invoiced.
 - Time-and-materials task orders: timesheets showing hours worked by labor category and staff member, billed at the contract rates; cumulative amounts invoiced compared to the ceiling price; and projected work for the next period.
 - All task orders: receipts and documentation for any approved reimbursable expenses.
- **Invoice review.** ROC USA will review each invoice to confirm that charges align with the agreement and task order, are adequately supported and reasonable, and reflect deliverables that have been met. ROC USA will not approve charges that exceed contract or task order limits, use prohibited pricing, or lack adequate support.
- **Travel and reimbursable expenses.** Travel and other reimbursable expenses must be included in an executed task order or approved in writing by ROC USA before they are incurred. Each task order will state a separate line item for travel and other reimbursable expenses within the task-order not-to-exceed amount described in Section 3.2. ROC USA will reimburse approved expenses at actual cost, without markup, fee, overhead, profit, or administrative charge by the Contractor or any subcontractor. Where these requirements differ from applicable federal travel cost requirements, the more restrictive requirement applies. Airfare is limited to the lowest available economy fare. Lodging must be moderately priced, must reasonably meet business travel needs, and may not exceed the applicable GSA lodging per diem rate for the location. Meals and incidental expenses may not exceed the applicable GSA meals and incidental expenses per diem rate for the location, reduced to 75 percent on the first and last days of travel. Mileage for use of a personal vehicle will be reimbursed at the lower of the IRS standard business mileage rate or the GSA privately owned automobile rate in effect on the date of travel. ROC USA will not reimburse alcohol, entertainment, upgrades, personal expenses, normal commuting, or other unallowable costs. Invoices must itemize travel separately by trip, traveler, task order, and expense category and include receipts, except for meals and incidental expenses claimed at the approved per diem rate. Actual time spent traveling to an approved work location, such as a project site, conference, or meeting, may be billed at the applicable agreement hourly rate, up to 8 hours per destination. Actual travel time means drive, train, or flight time and excludes layovers, normal commuting, and personal stops. Time spent performing contract work while traveling may be billed as work time instead, but the same time

may not be billed as both work and travel. A trip supporting more than one task order must be allocated reasonably among those task orders and may not be billed in full to each. Additional or repeated trips beyond those authorized in the task order require advance written approval. Subcontractor travel is subject to the same conditions and must be passed through without markup.

- **Retainage.** ROC USA will withhold 5 percent of each approved invoice under a task order as retainage. ROC USA will release the retained amount within 30 days after it accepts all deliverables under that task order and the Contractor submits the closeout documentation the task order requires. ROC USA may apply retained amounts to costs resulting from the Contractor's failure to perform, as provided in Section 4.5.
- **Audits.** The Contractor must cooperate fully with all audits and reviews related to the agreement.

4.5 Performance Standards, Remedies, and Liquidated Damages

- **Performance requirements.** The agreement and each task order will set minimum performance requirements, including tasks, deliverables, and due dates. ROC USA may update these requirements through a task order or amendment as the Infrastructure Program develops.
- **Work plans and reports.** On request, the Contractor will prepare work plans, schedules, and reports within the timeframes ROC USA specifies.
- **Remedies.** If the Contractor fails to comply with federal requirements or the terms of the agreement, ROC USA may take one or more of the following actions:
 - Temporarily withhold payment until the noncompliance is corrected.
 - Disallow all or part of the cost of the noncompliant activity.
 - Decline to issue further task orders under the agreement.
 - Terminate the agreement as described in Section 4.6.
 - Refer the matter to HUD for possible suspension or debarment under 2 CFR part 180 and 2 CFR part 2424.
 - Pursue any other remedy available under the agreement or by law.
- **Fee reduction for late deliverables.** For deliverables under firm-fixed-price task orders, the parties agree that late delivery will cause ROC USA damages that are difficult to calculate, and that the following fee reductions are a reasonable estimate of those damages and not a penalty:
 - A grace period of 5 calendar days after the due date will apply.
 - After the grace period, ROC USA may reduce the price of the late deliverable by 2 percent for each week, or part of a week, that it remains late, up to a maximum reduction of 10 percent of that deliverable's price.
 - Fee reductions will not be assessed for delays caused by ROC USA, CTAPs, ROCs, or HUD; force majeure events; or other circumstances beyond the Contractor's reasonable control, if the Contractor promptly reports the delay in writing and takes reasonable steps to mitigate it.
 - ROC USA may deduct fee reductions from payments due, and the Contractor is liable for any shortfall. Fee reductions do not waive ROC USA's right to indemnification or to the other remedies in this section. Late performance under time-and-materials task orders is addressed through those other remedies.

- **Errors and omissions.** ROC USA's approval of a work product does not release the Contractor from responsibility for its accuracy. The Contractor will correct errors and omissions in its work at no additional cost to ROC USA.
- **Corrective action plan.** ROC USA may require the Contractor to submit, within 10 business days after written notice of a performance deficiency, a corrective action plan describing the cause, the corrective steps, responsible personnel, and the completion date. ROC USA may approve or require changes to the plan.
- **Performance evaluations.** ROC USA will document the Contractor's performance at the completion of each task order. ROC USA will consider these evaluations in issuing future task orders and in deciding whether to exercise the option in Section 4.1.

4.6 Changes, Suspension, and Termination

- **Written modifications.** The agreement and task orders may be modified only in writing, signed by both parties and approved by ROC USA's authorized signatory. Oral modifications are not binding. No modification may add work outside the scope competed under this RFP or exceed the agreement's not-to-exceed amount.
- **Changes and equitable adjustment.** ROC USA may order changes within the general scope of the agreement. If a change affects the cost or time required to perform, the parties will negotiate an equitable adjustment to price, schedule, or both. The Contractor must submit any request for adjustment in writing within 7 days after receiving the change, with a breakdown of the proposed cost. ROC USA will perform a cost or price analysis of any change that exceeds the simplified acquisition threshold, currently \$350,000.
- **Stop-work orders.** ROC USA may direct the Contractor in writing to stop all or part of the work for up to 60 days. If work resumes, the parties will negotiate an equitable adjustment to price or schedule, if warranted.
- **Termination for default.** ROC USA may terminate the agreement, in whole or in part, for default if the Contractor fails to perform and does not cure the failure within 10 days after written notice. The Contractor will be liable for any excess costs ROC USA incurs to obtain replacement services.
- **Termination for convenience.** ROC USA may terminate the agreement, in whole or in part, for convenience by giving the Contractor at least 30 days' written notice. The Contractor will be paid for work performed and accepted before the effective date of termination and for reasonable settlement costs.
- **Waiver of claims.** All claims arising under the agreement must be submitted in writing before final payment. The Contractor waives any claim not submitted by that time.

4.7 Contractor Status, Personnel, and Subcontracting

- **Independent contractor.** The Contractor is an independent contractor. The Contractor is solely responsible for its employees, including their wages, taxes, benefits, and employee-related insurance.
- **Qualified staff.** The Contractor must assign experienced, qualified, and appropriately licensed staff. The Contractor must complete background checks, at its own expense, for staff who will have access to ROC USA systems, data, or resident information.
- **Assignment and subcontracting.** The Contractor may not assign the agreement or subcontract any work without ROC USA's prior written consent. Before entering into any subcontract of

\$25,000 or more, the Contractor must verify in SAM.gov that the subcontractor and its principals are not suspended, debarred, or otherwise excluded, as required by 2 CFR part 180 and 2 CFR part 2424, and must keep a record of the verification. The conflict of interest restrictions in Section 8.5 apply to all subcontractors. The Contractor remains fully responsible for subcontractor performance and must flow down the applicable requirements in Appendices I and II.

- **Key personnel.** The Contractor may substitute key personnel only with ROC USA's prior written approval, and any replacement must have equal or better qualifications.

4.8 Insurance

- **Required coverage.** The Contractor must maintain the following insurance for the full term of the agreement:
 - Commercial general liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - Professional liability of at least \$1,000,000 per claim and \$2,000,000 aggregate.
 - Workers' compensation as required by law in each state where work is performed.
 - Automobile liability coverage of at least \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for personal injury.
- **Higher limits.** ROC USA may require higher aggregate limits based on the value of the agreement.
- **Additional insured.** ROC USA must be named as an additional insured on all required policies except professional liability and workers' compensation.
- **Certificates and notice.** The Contractor must provide certificates of insurance before beginning work and at each policy renewal, and must give ROC USA at least 30 days' written notice before any cancellation or material change in coverage.
- **Material breach.** Failure to maintain the required insurance is a material breach of the agreement.

4.9 Work Product, Confidentiality, and Records

- **Ownership of work product.** All work product prepared under the agreement belongs to ROC USA. To the extent any work product does not qualify as a work made for hire, the Contractor assigns to ROC USA all of its rights, title, and interest in that work product. As required by 2 CFR 200.315, HUD reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, work product and data first produced under the agreement for federal purposes.
- **Confidentiality and personal information.** The Contractor must safeguard ROC USA's confidential and proprietary information. The Contractor must protect personal information through technological safeguards, staff training, confidentiality agreements, breach reporting, and logs of any disclosures.
- **Publicity.** The Contractor may not issue publicity about the agreement or use the names or logos of ROC USA or HUD without ROC USA's prior written approval.
- **Access to records.** The Contractor must give ROC USA, HUD, the HUD Office of Inspector General, the Comptroller General of the United States, and their authorized representatives

access to its records, personnel, and work sites related to the agreement, consistent with 2 CFR 200.337.

- **Record retention.** The Contractor must retain all records related to the agreement for the period required by the PRICE grant agreement. In no case will this be less than three years after ROC USA submits its final financial report for the PRICE grant, or longer if any litigation, claim, or audit has started before that period ends, as provided in 2 CFR 200.334.

Section 5. Minimum Qualifications

5.1 Purpose and Review Process

ROC USA will award a contract only to a responsible proposer that has the integrity, compliance record, past performance, and financial and technical resources to perform the Scope of Services in Section 3 successfully. This section states the minimum qualifications every proposer must meet.

ROC USA will review proposals in two steps:

- Step 1 – Pass/fail screening. ROC USA will review each proposal for timely submission, completeness, and the mandatory requirements in Section 5.2. Proposals that do not meet a mandatory requirement may be rejected without further evaluation. ROC USA may waive minor irregularities that do not affect price, quality, or fairness to other proposers.
- Step 2 – Evaluation. Proposals that pass Step 1 will be scored under Section 7. Meeting the minimum qualifications does not guarantee a high score or an award.

Proposers should clearly label in their proposals where each qualification in this section is addressed. ROC USA will evaluate the information submitted and will not assume qualifications that are not documented.

5.2 Mandatory Requirements (Pass/Fail)

Each proposer must meet all of the following requirements as of the proposal due date, unless a different date is stated.

#	Requirement	Required Documentation
1	Legal standing. The proposer is a legally organized entity in good standing in its jurisdiction of organization. Out-of-state entities must be authorized to do business in each state where services will be performed.	Certificate of good standing or equivalent, dated within 90 days of the proposal due date
2	Federal registration. The proposer has an active registration in SAM.gov with a Unique Entity Identifier (UEI). First-tier subcontractors must be registered before performing work.	SAM.gov registration printout showing UEI and active status
3	Eligibility. Neither the proposer, its principals, nor any proposed subcontractor is suspended, debarred, proposed for debarment, or otherwise excluded from federal programs; subject to a HUD Limited Denial of Participation; or on ROC USA's debarment list.	Debarment and suspension certification (Attachment C). ROC USA will independently verify in SAM.gov.
4	Comparable experience. The proposer has completed at least [three (3)] comparable engagements within the past [five (5)] years, as described in Section 5.3.	Project descriptions and references (Attachment G)

#	Requirement	Required Documentation
5	Key personnel. The proposer names a Program Manager, Construction Manager, and Federal Compliance Manager who meet the minimum qualifications in Section 5.4.	Résumés and Key Personnel table
6	Licensing. Any professional engineering, architectural, inspection, or other licensed services will be performed or supervised by appropriately licensed professionals in the state where the work is performed.	List of licenses and certifications, with license numbers and issuing states
7	Insurance. The proposer can obtain the insurance required in Section 4.8 before contract execution.	Current certificate of insurance or a letter from the proposer's insurer or broker
8	No conflict of interest. The proposer has no unresolved conflict of interest, and is not an ineligible firm under Section 5.7.	Conflict of Interest Disclosure (Attachment D)
9	Required forms. The proposer has completed and signed all required forms and certifications.	Attachments A–G, as applicable

5.3 Firm Experience

The proposer, as the prime contractor, must have completed at least three (3) engagements within the past five (5) years that included program management, project management, or construction management services for publicly funded construction projects. At least two (2) of these engagements must have been funded in whole or in part with federal funds and subject to federal cross-cutting requirements such as Davis-Bacon labor standards, 2 CFR part 200, and environmental review. Engagements still underway may count if the proposer has provided services under them for at least 12 months.

Preferred experience. ROC USA will consider the following experience during evaluation. It is not required to pass Step 1.

- Projects funded by HUD, such as CDBG or other HUD programs, including support for HUD environmental reviews under 24 CFR part 50 or 58.
- Water, wastewater, septic, well, stormwater, roadway, or electrical distribution projects, particularly small or privately owned systems.
- Work in manufactured housing communities or other occupied residential settings where construction must be coordinated with residents.
- Managing a portfolio of geographically dispersed projects at the same time.
- BABA compliance and Section 3 reporting.
- Supporting nonprofit, community-based, or resident-owned organizations.

Experience of a proposed subcontractor or of key personnel gained at a prior employer may be submitted, but must be clearly identified as such. It may support evaluation but will not satisfy the prime contractor's minimum experience requirement unless ROC USA states otherwise in an addendum.

For each engagement, the proposer must provide:

- Client name, address, and a reference contact (name, title, phone, and email) who has agreed to be contacted.
- Engagement dates and current status.
- Contract value and total value of the construction managed.

- Funding sources, including any federal programs.
- A description of the services provided and how they relate to the Scope of Services.
- The proposed key personnel who worked on the engagement and their roles.

ROC USA may contact any listed reference, and any other party with knowledge of the proposer's past performance, including parties not listed.

5.4 Key Personnel Minimum Qualifications

The following positions are program-level key personnel and must be named in the proposal. Section 3.12 identifies the anticipated labor categories that may be assigned through task orders as needed.

Key Position	Minimum Qualifications	Preferred Qualifications
Program Manager	At least seven (7) years of program or project management experience, including at least three (3) years managing federally funded construction or infrastructure programs.	PMP or equivalent certification. HUD program experience. Experience leading a multi-site program office.
Construction Manager	At least seven (7) years of construction management or construction inspection experience on public infrastructure or residential projects, including change order review and payment application review.	Professional Engineer (PE), Certified Construction Manager (CCM), or equivalent. Water, wastewater, or electrical utility experience.
Federal Compliance Manager	At least five (5) years administering federal cross-cutting requirements on federally funded construction, including Davis-Bacon labor standards (certified payroll review and employee interviews).	Experience with HUD-funded projects, Section 3, and Build America Buy America.

For each key person, the proposer must provide:

- A résumé showing education, licenses and certifications, current and previous employers, and start and end dates for each position and relevant project.
- The person's proposed role and anticipated availability and level of commitment to the contract, including any assumptions regarding the nature or timing of assignments.
- The person's current commitments to other projects, their anticipated duration, and any known constraints that could affect availability, together with a brief explanation of how the proposer would manage competing demands and maintain continuity.
- A statement that the person is currently employed by the proposer or a proposed subcontractor, or has committed in writing to join the proposer if it receives the award.

One person may not fill more than one key position unless ROC USA approves it in writing. Key personnel may not be changed after proposal submission or during the contract without ROC USA's prior written approval, and any replacement must have equal or better qualifications.

5.5 Capacity to Perform

The proposer must demonstrate that it has the organizational capacity, qualified personnel, and management systems necessary to begin work promptly after award and to support multiple concurrent assignments in geographically dispersed locations. Because specific projects, communities, locations, schedules, and levels of effort have not yet been identified, proposers are not required to commit a

complete site-specific team at this time. Instead, each proposer must describe its general approach to mobilizing and adapting its resources as assignments are issued. The proposal must include:

- An organizational chart identifying the proposed program-level leadership, key personnel, other anticipated staff categories, proposed subcontractors, and lines of authority and communication.
- A staffing and mobilization approach describing how the proposer would deploy existing personnel, engage qualified local or regional subcontractors, add or reassign resources as the number, location, complexity, and timing of assignments become known, and provide backup personnel and continuity during illness, turnover, competing demands, or periods of increased workload.
- A description of the anticipated availability and level of commitment of each proposed key person, together with the proposer's current workload and resource constraints, including contracts or commitments that may require the same key personnel, their anticipated duration, and how the proposer would prioritize and manage ROC USA assignments alongside those commitments.
- A general approach to supporting multiple assignments concurrently, including workload allocation, supervision, quality control, communication across locations, and coordination among program-level staff, site personnel, and subcontractors.
- A general approach to providing timely on-site inspection, construction oversight, and other location-dependent services, including anticipated mobilization and response arrangements, use of local or regional resources, travel management, and procedures for urgent or unplanned needs. Proposers are not required to maintain an office in any particular location. The proposer must also describe how it would identify and assign appropriately qualified project-specific personnel after receiving a task order request; the personnel, qualifications, availability, responsibilities, site coverage, response expectations, and level of effort for each assignment will be proposed and confirmed through the applicable task order.

5.6 Financial Responsibility and Integrity

The proposer must show that it is financially stable and has a satisfactory record of integrity and business ethics. The proposal must include:

- Financial statements for the most recent two (2) fiscal years, audited if available, and the most recent interim statement. Single Audit reports must be provided if the proposer was required to obtain one.
- Evidence of the proposer's ability to fund at least 90 days of operations under this contract before payment, such as a line of credit or available cash.
- A certification that the proposer is not in bankruptcy or receivership.
- A list of any litigation, claims, terminations for default or convenience, contract disputes, government investigations, or audit findings involving the proposer or its principals within the past three (3) years, with a brief explanation and the current status of each.
- A description of any past failure to comply with federal labor, civil rights, or other public policy requirements, and the corrective actions taken.

ROC USA may reject a proposer that has a history of unsatisfactory performance, unresolved compliance problems, or insufficient financial resources.

5.7 Conflicts of Interest and Ineligible Firms

The following firms are not eligible to submit a proposal or to serve as a subcontractor:

- ROC USA subsidiaries and related organizations, including Resident Ownership Capital LLC, ROC USA Developer LLC, and ROC Association.
- Any firm, or affiliate of a firm, that helped develop or draft the specifications, requirements, or scope of work for this RFP.

In addition:

- The selected Contractor and its affiliates may not serve as the design professional or construction contractor on any project the Contractor oversees under this contract.
- The proposer must disclose any actual, apparent, or organizational conflict of interest, including any family, financial, or business relationship with ROC USA officers, employees, agents, board members, CTAPs, or ROCs. The proposer must update this disclosure if circumstances change during the procurement or the contract.
- ROC USA will review disclosed conflicts and may reject a proposal, require a mitigation plan, or exclude specific personnel.

5.8 Teaming and Subcontracting

- Each proposer may submit only one proposal, as the prime contractor. A firm may be a subcontractor on more than one proposal.
- Teaming is allowed as a prime contractor with subcontractors. Joint ventures are permitted. A joint venture must submit its joint venture agreement and each member must meet the mandatory requirements in Section 5.2.
- The prime contractor is fully responsible for all work, including work performed by subcontractors.
- The proposal must identify each subcontractor that is part of the proposer's program-level team or is expected to perform a defined portion of the contract, including its anticipated role, relevant qualifications, and estimated share of work. Because specific projects and locations have not yet been identified, proposers are not required to identify every local, regional, or specialized subcontractor that may later be needed for a task order.
- Subcontractors identified in the proposal must meet the applicable eligibility requirements in Section 5.2, items 2, 3, and 8. Any subcontractor proposed after award for a specific task order must satisfy the same applicable requirements and receive ROC USA's prior written approval before performing work.
- For each task order, the Contractor must identify any proposed project-specific subcontractor and describe its role, qualifications, availability, geographic coverage, and anticipated level or share of effort. ROC USA may approve, reject, or require replacement of a proposed subcontractor. Approval does not relieve the Contractor of responsibility for the subcontractor's performance, compliance, or work product.
- Proposers are encouraged to include small businesses, minority-owned businesses, women's business enterprises, veteran-owned businesses, and Section 3 business concerns, as described in Section 6.3, Tab 10, and Appendix I.

5.9 Responsibility Determination

Before award, ROC USA will determine whether the apparent successful proposer is responsible. In making this determination, ROC USA may:

- Verify all information in the proposal.
- Check SAM.gov, ROC USA's debarment list, and applicable state exclusion lists.
- Contact references and other parties with knowledge of the proposer's performance.
- Request additional financial, technical, or legal information.
- Interview proposed key personnel.

ROC USA may find a proposer not responsible if the proposer submits false or misleading information, fails to provide requested information within the time allowed, or does not meet the standards in this section. ROC USA's determination will be documented in the procurement file.

Section 6. Proposal Submission Requirements

6.1 General Instructions

- Proposals must follow the format and order described in this section. ROC USA may consider a proposal that does not follow these instructions non-responsive.
- Proposals must respond to every requirement in this RFP. Proposers should be clear and concise and avoid general marketing material.
- Each proposer may submit only one proposal as the prime contractor (see Section 5.8).
- Proposals must remain valid for at least 120 days after the proposal due date.
- By submitting a proposal, the proposer agrees to the terms of this RFP, including the draft agreement (Attachment F), except for exceptions stated in Tab 9.
- ROC USA will not reimburse any costs of preparing or submitting a proposal, attending the pre-proposal conference or interviews, or negotiating a contract.

6.2 Format and Delivery

Item	Requirement
Submission method	Electronic only, by email to ldinverno@rocusa.org and pricefunding@rocusa.org . Paper, fax, or hand-delivered proposals will not be accepted.
Due date	By the date and time in Section 2.2. Late proposals will not be evaluated.
Files	Two separate PDF files: (1) Technical Proposal, and (2) Cost Proposal. Each file name must include the proposer's name. The Cost Proposal pricing workbook (Attachment B) must also be submitted in Excel format.
File size	Each email may not exceed 20 MB. If needed, proposers may send multiple emails, numbered (for example, "1 of 2"). ROC USA is not responsible for delivery failures.
Email subject line	PRICE PMO RFP Proposal – [Proposer Name]
Page size and font	8.5 x 11 inch pages; font no smaller than 11-point (10-point allowed in tables and graphics); 1-inch margins.
Page numbering	All pages numbered consecutively, with tabs clearly labeled.

Item	Requirement
Page limit	The Technical Proposal may not exceed 30 pages, not counting the cover letter, table of contents, résumés, project profiles (Tab 4), financial statements, and required forms. ROC USA will not evaluate pages beyond the limit.
Searchability	PDFs must be text-searchable and not password-protected.

ROC USA will confirm receipt of each proposal by email. A proposer that does not receive confirmation within [one] business day should contact the Procurement Contact. Proposers may withdraw or replace a proposal by written notice before the due date.

6.3 Technical Proposal Contents

The Technical Proposal must include the following tabs, in this order. Do not include pricing anywhere in the Technical Proposal.

Tab 1 – Cover Letter and Proposal Cover Sheet

A cover letter, no more than one page, signed by an individual authorized to bind the proposer, that includes:

- The proposer's legal name, address, Unique Entity Identifier (UEI), federal tax ID number, and type of organization.
- The name, title, phone, and email of the person authorized to negotiate on the proposer's behalf.
- A statement that the proposal is valid for at least 120 days.
- A statement that the proposer has read and understands the RFP and all addenda.
- The completed Proposal Cover Sheet (Attachment A), including acknowledgment of each addendum.

Tab 2 – Table of Contents

- A table of contents listing all tabs, sections, and page numbers.

Tab 3 – Executive Summary

No more than two pages, summarizing:

- The proposer's understanding of the Infrastructure Program and ROC USA's objectives.
- The proposed team, including any subcontractors.
- The key strengths of the proposer's approach and why the proposer is best suited for this work.

Tab 4 – Firm Qualifications and Experience

This tab demonstrates that the proposer meets the minimum qualifications in Sections 5.2 and 5.3. Include:

- A company profile: history, size, number of employees, years in business, office locations, and organizational structure.
- At least three (3) project profiles of comparable engagements completed within the past five (5) years, each no more than two pages, with the information required in Section 5.3.
- A completed Reference Form (Attachment G) for each project profile.

- A clear statement of which experience belongs to the prime contractor, which to subcontractors, and which to key personnel at prior employers.
- Any experience with HUD programs, water, wastewater, septic, or electrical systems, manufactured housing communities, or resident-owned or nonprofit organizations.
- Copies of relevant licenses and certifications, with license numbers and issuing states.

Tab 5 – Key Personnel, Staffing, and Capacity

This tab demonstrates that the proposer meets Sections 5.4 and 5.5 and describes the program-level team and resources available to support assignments as they are issued. Because specific projects, locations, schedules, and levels of effort have not yet been identified, proposers are not required to name or commit all non-key or project-specific personnel. Include:

- A key personnel table listing each proposed program-level key person's name, role, firm, education, relevant experience, licenses and certifications, anticipated availability and level of commitment, assumptions regarding the nature or timing of assignments, and known constraints that could affect availability.
- Résumés for all program-level key personnel and any other individuals the proposer chooses to name (no more than two pages each). Résumés do not count toward the page limit. Proposers should describe, but are not required to name, personnel available for anticipated non-key and task-order labor categories.
- An organizational chart showing program-level key personnel, anticipated staff categories, proposed program-level subcontractors, and lines of authority and communication.
- A staffing and mobilization plan describing how the proposer will deploy existing personnel, engage qualified local or regional subcontractors, add or reassign resources as assignments become known, and provide backup personnel and continuity during illness, turnover, competing demands, or increased workload.
- A description of current workload and resource constraints, including contracts or commitments that may require the proposed key personnel, their anticipated duration, and how the proposer will prioritize and manage ROC USA assignments alongside those commitments.
- A general approach to supporting multiple concurrent assignments and providing timely on-site inspection, construction oversight, and other location-dependent services, including workload allocation, supervision, quality control, communication across locations, anticipated mobilization and response arrangements, use of local or regional resources, travel management, and procedures for urgent or unplanned needs. Proposers are not required to maintain an office in any particular location.
- A description of how the proposer will identify and assign appropriately qualified project-specific personnel and subcontractors after receiving a task order request. The description must address how the proposer will establish and document proposed roles, qualifications, availability, site coverage, response expectations, and levels of effort for ROC USA's review and approval. Include a signed letter of commitment for any named individual who is not currently employed by the proposer or a proposed subcontractor.

Tab 6 – Technical Approach and Work Plan

Describe how the proposer will perform each task in Section 3. Include:

- The proposer's approach to setting up the PMO in the first 30 days after notice to proceed, including a draft outline of the PMO Management Plan.
- The approach to each task in Sections 3.3 through 3.11, including tools, templates, and systems the proposer will use.

- How the proposer will adapt its approach to support multiple concurrent assignments whose number, location, timing, complexity, and level of effort are not yet known, including coordination and consistent service delivery across geographically dispersed locations.
- How the proposer will evaluate task order requests, identify appropriate personnel and subcontractors, develop assignment-specific staffing and levels of effort, and submit responsive task order proposals within the timeframes in Section 3.2.
- How the proposer will coordinate with ROC USA, CTAPs, resident-owned communities, and residents, including communication during construction.
- A sample project schedule for a typical infrastructure project, from intake through closeout.
- Sample work products, such as a monthly progress report, inspection report, or change order evaluation, with confidential information removed. Samples do not count toward the page limit.

Tab 7 – Federal Compliance Approach

Describe the proposer's approach to supporting the federal requirements in Section 3.8, including:

- HUD environmental review support under 24 CFR part 50, including preventing choice-limiting actions before clearance.
- Davis-Bacon labor standards monitoring, including certified payroll review, employee interviews, and restitution.
- Build America Buy America documentation and waiver support.
- Section 3 tracking and reporting.
- Uniform Relocation Act, accessibility, lead-based paint, and other cross-cutting requirements, as applicable.
- Cost reasonableness review for change orders and payment applications.
- Recordkeeping and support for monitoring and audits.
- Any compliance findings, questioned costs, or corrective actions on the proposer's federally funded work in the past three (3) years, and how they were resolved.

Tab 8 – Quality Control and Risk Management

Describe:

- The proposer's quality assurance and quality control process for its own work products and for oversight of construction contractors.
- How the proposer identifies, tracks, and reports schedule, budget, and compliance risks.
- The three most significant risks the proposer sees for the Infrastructure Program, and how it would manage them.

Tab 9 – Exceptions to RFP Terms

- List any exceptions to the RFP or the draft agreement (Attachment F), citing the specific section, the proposed change, and the reason.
- If the proposer has no exceptions, state "No exceptions."
- Exceptions not listed here will not be considered later. Exceptions to required federal provisions will not be accepted. ROC USA may consider significant exceptions in its evaluation.

Tab 10 – Small Business, MWSB, and Section 3 Participation

Include the forms in Attachment E and describe:

- Whether the proposer is a small business, minority-owned business, women's business enterprise, veteran-owned business, or Section 3 business concern, with supporting certifications.
- Any proposed subcontracting with these firms, including each firm's role and estimated percentage of work.
- The proposer's approach to meeting Section 3 requirements, including hiring and subcontracting efforts.

Tab 11 – Financial Responsibility and Disclosures

This tab demonstrates that the proposer meets Section 5.6. Include:

- Financial statements for the most recent two (2) fiscal years, audited if available, and the most recent interim statement.
- Single Audit reports, if the proposer was required to obtain one.
- Evidence of the ability to fund at least 90 days of operations under this contract before payment, such as a line of credit or available cash.
- A certification that the proposer is not in bankruptcy or receivership.
- A disclosure of litigation, claims, terminations, contract disputes, government investigations, and audit findings from the past three (3) years, with the current status of each. If none, state "None."
- A certificate of good standing dated within 90 days of the proposal due date.
- A current certificate of insurance, or a letter from the proposer's insurer or broker confirming the proposer can obtain the coverage in Section 4.8.

Proposers may mark financial statements as confidential. See Section 2.9.

Tab 12 – Required Forms and Certifications

Include the following, completed and signed:

- Conflict of Interest Disclosure (Attachment D), as described in Section 8.6.
- Certification regarding debarment, suspension, and other responsibility matters.
- Certification Regarding Lobbying and, if applicable, Form SF-LLL (Disclosure of Lobbying Activities).
- Certification regarding prohibited telecommunications and video surveillance equipment (2 CFR 200.216).
- Drug-free workplace certification.
- Acknowledgment of Trafficking in Persons requirements (2 CFR part 175).
- SAM.gov registration printout showing the UEI and active status.
- IRS Form W-9.
- Any other forms in Attachment C.

6.4 Cost Proposal

The Cost Proposal must be submitted as a separate file and must use the Cost/Price Proposal Form (Attachment B). ROC USA will compare proposed rates to its independent cost estimate to determine whether prices are reasonable. The Cost Proposal must include:

- Labor rate schedule - Fully burdened maximum hourly rates for each labor category in Attachment B for Base Periods 1 through 4 and the Option Period. Rates must include all salary, fringe benefits, overhead, general and administrative costs, and profit. A task-order rate may be lower than, but may not exceed, the applicable rate in the agreement.
- Rate periods - Enter a fixed maximum hourly rate for each rate period shown in Attachment B. The rate for each period will remain firm throughout that period; no escalation outside the submitted rate schedule will apply.
- Subcontractor rates - Fully burdened rates for each subcontractor labor category, on the same basis.
- Travel and reimbursable expenses – Do not propose separate travel rates, markups, allowances, or alternative reimbursement methods. Travel and other reimbursable expenses will be authorized and reimbursed under the uniform requirements in Section 4.4 and are excluded from the total evaluated price. Hourly rates may not include travel expenses that will also be billed as reimbursable costs.
- Indirect cost rate support - If available, a copy of the proposer's negotiated indirect cost rate agreement or other support for its indirect rates, such as audited financial statements.

The following pricing methods are not allowed and will make a Cost Proposal non-responsive:

- Cost-plus-a-percentage-of-cost pricing.
- Fees based on a percentage of construction cost or project value.
- Contingent fees, or fees conditioned on the outcome of any federal funding decision.

If there is a conflict between a unit rate and an extended amount, the unit rate controls. ROC USA may ask for clarification of the Cost Proposal and may negotiate rates before award.

6.5 Clarifications and Additional Information

- ROC USA may request clarification of any part of a proposal. Clarifications may not be used to change the proposal or fix a material omission.
- ROC USA may request additional information to complete its responsibility determination (see Section 5.9).
- ROC USA may invite shortlisted proposers to interviews as described in Section 2.7. Proposed key personnel must attend.
- If ROC USA requests best and final offers, it will tell all proposers in the competitive range at the same time and give them the same deadline.

6.6 Proposal Checklist

Proposers may use the following checklist to confirm that their proposal is complete.

Item	Location	Included
Cover letter and Proposal Cover Sheet (Attachment A), with addenda acknowledged	Tab 1	☐
Table of contents	Tab 2	☐

Item	Location	Included
Executive summary	Tab 3	☐
Company profile, 3 project profiles, and Reference Forms (Attachment G)	Tab 4	☐
Licenses and certifications	Tab 4	☐
Program-level key personnel table and résumés; organizational chart; staffing and mobilization plan; current workload and continuity approach; geographic coverage and on-site response approach; and process for assigning project-specific personnel and subcontractors through task orders	Tab 5	☐
Technical approach, sample schedule, and sample work products	Tab 6	☐
Federal compliance approach	Tab 7	☐
Quality control and risk management	Tab 8	☐
Exceptions (or "No exceptions")	Tab 9	☐
Small business, MWSB, and Section 3 forms (Attachment E)	Tab 10	☐
Financial statements, litigation disclosure, good standing, and insurance	Tab 11	☐
Conflict of Interest Disclosure (Attachment D)	Tab 12	☐
Certifications (Attachment C), SAM.gov printout, and W-9	Tab 12	☐
Cost Proposal (Attachment B) in PDF and Excel, as a separate file	Cost Proposal	☐

Section 7. Evaluation and Selection

ROC USA will select the Contractor using the competitive proposal method under 2 CFR 200.320(b)(2) and ROC USA's Procurement Policy and Procedures. ROC USA will evaluate every responsive proposal using only the factors and relative importance stated in this section, and will award one master services agreement to the responsible proposer whose proposal is most advantageous to ROC USA, with price and other factors considered. Section 2.2 shows the anticipated schedule for each step.

7.1 Evaluation Committee

- **Composition.** ROC USA will appoint an evaluation committee of at least three (3) individuals with knowledge of program management, construction, and federal grant compliance. ROC USA may use non-voting technical advisors, who are subject to the same conflict of interest and confidentiality requirements as committee members.
- **Conflicts of interest.** Each committee member and advisor must complete a Conflict of Interest Form before taking part in the evaluation, and ROC USA will review each form and resolve any conflict before that person takes part. Members will reconfirm that they have no conflicts after proposals are opened and before scoring begins, once the identities of the proposers are known. Section 8.3 describes these standards.
- **Confidentiality.** Committee members and advisors must keep all proposal contents, scores, and deliberations confidential until ROC USA issues the notice of award.

- **Separation of price.** The committee will evaluate the technical factors without access to the Cost Proposals. ROC USA's Procurement Contact will evaluate price separately and will share the price results with the committee only after interviews and reference checks are complete and the technical consensus scores are final. If ROC USA does not hold interviews, the price results will be shared after the technical consensus scores are final.

7.2 Evaluation Process

ROC USA will evaluate proposals in the following steps:

1. **Responsiveness and eligibility review.** ROC USA will confirm that each proposal was received on time, is complete, and meets the mandatory requirements in Section 5.2 on a pass/fail basis. ROC USA will also confirm that each proposer and proposed subcontractor is not excluded in SAM.gov.
2. **Individual technical evaluation.** Each committee member will independently review and rate the technical factors in Section 7.3 using the rating scale in Section 7.4, and will document the strengths and weaknesses that support each rating.
3. **Consensus scoring.** The committee will meet to discuss its individual ratings and agree on a consensus score for each technical factor. Consensus scores, not averaged individual scores, will be used.
4. **Price evaluation.** ROC USA's Procurement Contact will evaluate price separately, as described in Section 7.5. Price results will not be shared with the committee until the technical consensus scores are final.
5. **Shortlist.** ROC USA may invite the highest-ranked proposers to interviews based on technical consensus scores only. Price will not be considered in selecting the shortlist. ROC USA may also award without interviews.
6. **Interviews, references, and final scoring.** ROC USA will conduct interviews and reference checks as described in Section 7.6. The committee will then finalize its technical consensus scores, and ROC USA will combine the final technical scores with the price scores to rank the proposals.
7. **Discussions and best and final offers.** If needed, ROC USA will hold discussions and request best and final offers as described in Section 7.7.
8. **Responsibility determination, selection, and award.** ROC USA will determine whether the highest-ranked proposer is responsible and complete the award as described in Section 7.8.

ROC USA will consider all responsive proposals to the maximum extent practical. ROC USA may consider significant exceptions to the RFP or the draft agreement, as listed in Tab 9, when evaluating a proposal.

7.3 Evaluation Criteria

ROC USA will score proposals on a 100-point scale using the following factors, listed in descending order of importance. The Proposal Location column shows where each factor should be addressed.

Factor	What ROC USA Will Evaluate	Proposal Location	Maximum Points
1. Technical Approach and Work Plan	Understanding of the Infrastructure Program; a practical approach to PMO start-up and to each task in Sections 3.3 through 3.11; management of multiple projects in different states at the same time; responsiveness to task order requests; coordination with ROC USA, CTAPs, ROCs, and residents; quality control and risk management.	Tabs 3, 6, and 8	25

Factor	What ROC USA Will Evaluate	Proposal Location	Maximum Points
2. Key Personnel, Staffing, and Capacity	Qualifications and relevant experience of the proposed program-level key personnel beyond the minimums in Section 5.4; their anticipated availability, level of commitment, and known constraints; the depth and scalability of the proposer's staffing resources; the strength of its mobilization, backup coverage, continuity, and workload-management approach; its ability to provide timely on-site support across geographically dispersed locations; and the quality and feasibility of its process for identifying and assigning qualified project-specific personnel and subcontractors through task orders.	Tab 5	20
3. Price	Total evaluated price, calculated as described in Section 7.5.	Cost Proposal	20
4. Firm Qualifications and Past Performance	Relevance, size, and complexity of comparable engagements beyond the minimums in Section 5.3; the preferred experience listed in Section 5.3; quality of past performance based on references and other sources.	Tab 4	15
5. Federal Compliance Approach	Approach to HUD environmental review support, Davis-Bacon labor standards, Build America Buy America, Section 3, and other requirements in Section 3.8; cost reasonableness review; recordkeeping and audit support; the proposer's federal compliance record.	Tab 7	15
6. Section 3 and Subcontracting Plan	Quality and feasibility of the proposer's plan to meet Section 3 requirements and to take the affirmative steps in 2 CFR 200.321 for any subcontracting, including outreach to small businesses, minority-owned businesses, women's business enterprises, veteran-owned businesses, and Section 3 business concerns.	Tab 10	5
Total			100

The financial information in Tab 11 and the forms in Tab 12 are reviewed on a pass/fail basis and as part of the responsibility determination. They are not scored.

7.4 Technical Rating Scale

The committee will rate each technical factor (Factors 1, 2, 4, 5, and 6) using the scale below. The factor's score is its maximum points multiplied by the percentage for the consensus rating.

Rating	Percentage of Maximum Points	Description
Excellent	100%	Fully addresses the factor with significant strengths and no weaknesses. Very low risk of unsuccessful performance.
Good	80%	Fully addresses the factor with strengths that outweigh any minor weaknesses. Low risk.
Acceptable	60%	Adequately addresses the factor. Strengths and weaknesses are offsetting. Moderate risk.
Marginal	30%	Partially addresses the factor. Weaknesses outweigh strengths. High risk.

Rating	Percentage of Maximum Points	Description
Unacceptable	0%	Does not address the factor or contains deficiencies that would require a major revision to correct.

7.5 Price Evaluation

- **Total evaluated price.** ROC USA will evaluate price using the fixed evaluation quantities in Attachment B, Section B.4. The quantities are used solely to weight labor-category rates on a common basis and are not projected contract quantities, required task-order staffing, or a guarantee of work. Proposers may not change the quantities. ROC USA will apply the same 176-hour labor mix to the rates proposed for each of the four Base Periods and the Option Period, calculate a subtotal for each period, and add the five subtotals to determine the total evaluated price.
- **Price score.** The proposal with the lowest total evaluated price will receive the maximum price points. Every other proposal will receive points calculated as: $(\text{lowest total evaluated price} \div \text{proposer's total evaluated price}) \times \text{maximum price points}$.
- **Travel and reimbursable expenses.** Travel and other reimbursable expenses are excluded from the total evaluated price because the uniform reimbursement requirements in Section 4.4 apply equally to all proposers. ROC USA will evaluate each proposer's geographic coverage, mobilization, on-site response, and travel-management approach under Factor 2.
- **Price reasonableness.** ROC USA will compare each proposer's rates and total evaluated price to its independent cost estimate. If proposed prices are significantly higher than the estimate, ROC USA will identify the reason and may negotiate, revise its requirements, or cancel and re-solicit this RFP.
- **Unbalanced or unrealistic pricing.** ROC USA may treat rates that are significantly unbalanced among labor categories or contract years, or that are too low to support the proposed staffing, as a performance risk. ROC USA may consider that risk in its technical evaluation and responsibility determination.
- **Prohibited pricing.** A Cost Proposal that uses any pricing method prohibited by Section 6.4 will be rejected as non-responsive.

7.6 Interviews and References

- **Interviews.** ROC USA may invite the two (2) to three (3) highest-ranked proposers, based on technical consensus scores only, to interviews during the week shown in Section 2.2. Interviews will be held virtually. All proposed key personnel must attend. ROC USA will ask each proposer the same standard questions and may ask follow-up questions about its proposal.
- **Effect on scores.** Interviews are used to confirm and clarify the information in the proposal. After the interviews and reference checks, the committee may revise its consensus ratings for Factors 1, 2, and 5 based on what it learned in the interviews, and for Factor 4 based on the reference checks and other past-performance information described below. The technical consensus scores will then be final, and the committee will not receive price results until that point. Proposers may not change their proposals or pricing during interviews.
- **References and past performance.** ROC USA will check references for each proposer invited to an interview and may contact other parties with knowledge of the proposer's past performance, as described in Section 5.3. The results will be considered under Factor 4 and in the responsibility determination.

7.7 Clarifications, Discussions, and Best and Final Offers

- **Clarifications.** ROC USA may ask any proposer to clarify parts of its proposal, as described in Section 6.5. Clarifications may not be used to change the proposal or correct a material omission.
- **Discussions.** ROC USA may award without discussions, so proposers should submit their best terms in their initial proposals. If ROC USA decides to hold discussions, it will hold them with every proposer in the competitive range, which consists of the proposers ROC USA determines have a reasonable chance of award.
- **Best and final offers.** If ROC USA requests best and final offers, it will notify all proposers in the competitive range at the same time, give them the same deadline, and rescore any revised proposals using the same factors.
- **Fair treatment.** ROC USA will not disclose one proposer's pricing, technical approach, or other proposal information to another proposer.

7.8 Responsibility Determination and Award

- **Responsibility determination.** Before award, ROC USA will determine whether the highest-ranked proposer is responsible, as described in Section 5.9. ROC USA will check SAM.gov, ROC USA's debarment list, and applicable state exclusion lists, and will keep a record of each check in the procurement file. If the highest-ranked proposer is not responsible, ROC USA may move to the next-ranked proposer.
- **Basis for award.** ROC USA will award one master services agreement to the responsible proposer whose proposal is most advantageous to ROC USA, with price and other factors considered. The agreement will set fixed, fully burdened hourly rates by labor category, with work authorized by task orders as described in Section 4. ROC USA is not required to award to the proposer with the lowest price or the highest technical score.
- **Documentation.** ROC USA will document its selection in the procurement file, including the evaluation method, the reasons for selecting the successful proposer, the reasons other proposers were not selected, and confirmation that conflict of interest requirements were met.
- **Approval.** The award must be approved and the agreement signed by ROC USA's authorized signatory under ROC USA's Procurement Policy. Section 4.1 applies to the award.
- **Final check before signing.** ROC USA will check the selected proposer's SAM.gov status again immediately before signing the agreement.

7.9 Notice of Award, Debriefing, and Protests

- **Notice.** ROC USA will notify the selected proposer in writing and will notify all other proposers in writing of the outcome at the same time. A notice of selection is not a contract. Section 2.7 applies until an agreement is signed by both parties.
- **Debriefing.** An unsuccessful proposer may request a debriefing by email to the Procurement Contact within five (5) business days after the notice. The debriefing will cover the proposer's own ratings and the significant strengths and weaknesses of its proposal, the successful proposer's name and total evaluated price, and the reasons for the selection. ROC USA will not disclose other proposers' technical information or rankings.
- **Eligibility to protest.** An actual proposer whose direct economic interest would be affected by the award or failure to award may file a written protest. A protest may challenge an alleged violation of applicable federal requirements, ROC USA's Procurement Policy and Procedures, or the terms of this RFP. Disagreement with ROC USA's reasonable judgment in evaluating proposals is not, by itself, grounds for protest.

- **Filing deadline and method.** A protest based on an alleged impropriety apparent in this RFP must be received by the Procurement Contact before the proposal due date. Any other protest must be received within five (5) business days after the protester knew or should have known the basis for protest, but no later than five (5) business days after notice of award. A debriefing request does not extend the protest deadline.
- **Required content.** The protest must identify the protester and procurement; describe each factual and legal basis for protest; include supporting documents; explain how the protester was prejudiced; state the relief requested; and be signed by an authorized representative. The protester must provide any additional information requested by ROC USA within the time specified.
- **Decision authority and process.** The protest will be decided by Mick Conrad, General Counsel, who did not serve as an evaluator and has no conflict of interest. ROC USA may request written responses, review the procurement record, obtain legal or technical advice, and provide the apparent successful proposer an opportunity to respond when appropriate. ROC USA may proceed with award or performance while a protest is pending if it determines in writing that doing so is necessary to protect the program's interests.
- **Decision timeline.** ROC USA will issue a written decision within ten (10) business days after receiving a complete protest, unless additional time is reasonably required. The decision will state the basis for the determination and any corrective action. ROC USA's decision is final.
- **Federal review and referral.** ROC USA is responsible for resolving protests in accordance with 2 CFR 200.318(k). HUD will not substitute its judgment for ROC USA's unless the matter is primarily a federal concern. ROC USA will refer any alleged violation of federal, state, or local law to the appropriate authority.
- **Federal disclosure.** ROC USA will provide information concerning a procurement protest to HUD when required by the Federal award, applicable law, or a request from HUD.

Section 8. Conflict of Interest and Ethics

8.1 Purpose

ROC USA is committed to a fair, open, and impartial procurement. This section explains the conflict of interest and ethics standards that apply to proposers, to ROC USA personnel involved in this procurement, and to the selected Contractor. These standards follow 2 CFR 200.318(c), HUD's conflict of interest requirements at 24 CFR 570.611, and ROC USA's Procurement Policy and Conflict of Interest Policy and Procedure.

8.2 Definitions

For this RFP:

Term	Meaning
Actual conflict of interest	A situation in which a person's personal, financial, or professional interests directly affect their ability to act impartially.
Apparent conflict of interest	A situation that a reasonable person could see as compromising impartiality, even if no actual conflict exists. ROC USA treats apparent conflicts the same as actual conflicts.

Term	Meaning
Organizational conflict of interest	A situation in which a firm's other activities or relationships make it unable, or appear unable, to give impartial advice or assistance to ROC USA; give the firm an unfair competitive advantage; or impair the firm's objectivity in performing the contract.
Covered individual	Any ROC USA officer, employee, agent, or board member, or any evaluation participant, involved in this procurement or in administering the resulting contract.
Immediate family	Spouse or domestic partner, parents, siblings, children, in-laws, and anyone living in the person's household.

8.3 Standards for ROC USA Personnel

Proposers should be aware of the standards that bind ROC USA personnel, so they can avoid creating or contributing to a conflict.

- No covered individual may take part in the selection, award, or administration of this contract if the individual, a member of their immediate family, their partner, or an organization that employs or is about to employ any of them has a financial or other interest in, or a tangible personal benefit from, a proposer. This applies unless the conflict has been disclosed, reviewed, and resolved.
- Every covered individual must complete a Conflict of Interest Form before taking part in this procurement. ROC USA reviews each form before the individual takes part.
- Evaluation committee members reconfirm that they have no conflicts before scoring proposals.
- Covered individuals must keep procurement information confidential, including proposer identities, pricing, scoring, and deliberations.

8.4 Gifts and Gratuities

- ROC USA officers, employees, and agents may not ask for or accept gratuities, favors, or anything of monetary value from proposers, potential subcontractors, or anyone seeking a contract with ROC USA. Unsolicited items or services of nominal value (under \$25) are exempt.
- Proposers, their employees, and their representatives may not offer or give anything of value to any ROC USA officer, employee, agent, board member, or evaluation committee member in connection with this RFP or the resulting contract. This also applies to CTAP and ROC personnel involved in the Infrastructure Program.
- Offering a gratuity in violation of this section is grounds for disqualification.

8.5 Organizational Conflicts of Interest and Ineligible Firms

The following firms are not eligible to submit a proposal or to serve as a subcontractor under this RFP:

- ROC USA's subsidiaries and related organizations, including Resident Ownership Capital LLC, ROC USA Developer LLC, and ROC Association.
- Any firm, or affiliate of a firm, that developed or drafted the specifications, requirements, statement of work, or evaluation criteria for this RFP.

Because the Contractor will oversee design and construction and advise ROC USA on related procurements, the following restrictions apply during the contract term:

- The Contractor, its affiliates, and its subcontractors may not serve as the design professional, engineer of record, or construction contractor, and may not supply materials, on any project the Contractor oversees under this contract.
- If the Contractor helps prepare specifications, scopes of work, or solicitation documents for a future ROC USA procurement, the Contractor and its affiliates may not compete for that procurement.
- The Contractor may not use non-public information obtained under this contract to gain a competitive advantage in any other procurement.
- The Contractor may not perform work for a construction contractor, design firm, or supplier whose work the Contractor is overseeing for ROC USA without ROC USA's prior written approval.

8.6 Proposer Disclosure Requirements

Each proposer must complete and sign the Conflict of Interest Disclosure (Attachment D) and submit it with its proposal. The proposer must disclose:

- Any family, financial, employment, or business relationship between the proposer, its principals, key personnel, or subcontractors and any ROC USA officer, employee, agent, or board member.
- Any such relationship with a CTAP, a resident-owned community expected to take part in the Infrastructure Program, or a firm likely to perform design or construction work under the program.
- Any current or former ROC USA officer, employee, or board member who is employed by, or has a financial interest in, the proposer or its subcontractors, or who has been offered such a position or interest.
- Any involvement by the proposer, its affiliates, or subcontractors in preparing this RFP or in advising ROC USA on the Infrastructure Program.
- Any other activity or relationship that could create an actual, apparent, or organizational conflict of interest.

If the proposer has nothing to disclose, it must state so on the form. Each proposer has a continuing duty to disclose new conflicts as soon as they are identified, both during the procurement and throughout the contract.

8.7 Review and Resolution

- ROC USA will review every disclosed or identified conflict before the affected procurement activity continues.
- Depending on the nature and severity of the conflict, ROC USA may take any of the following actions:
 - Accept a written mitigation plan from the proposer.
 - Require removal or replacement of specific personnel or subcontractors.
 - Recuse or reassign ROC USA personnel.
 - Add independent review or oversight.
 - Disqualify the proposer.
 - Cancel the procurement, if necessary.

- ROC USA's decision is final. ROC USA will document all disclosures, reviews, and determinations in the procurement file.

8.8 Lobbying and Restricted Communications

- Proposers must follow the restricted communications (cone of silence) requirements in Section 2.3.
- No federal appropriated funds may be used to pay anyone to influence or attempt to influence a federal officer, employee, or member of Congress in connection with this contract. Proposers must submit the Certification Regarding Lobbying and, if applicable, Form SF-LLL (Disclosure of Lobbying Activities), as described in Section 6.
- Proposers may not engage in collusion, bid-rigging, or any other arrangement that restricts competition.

8.9 Contractor Code of Conduct

During the contract term, the Contractor and its personnel must:

- Act in ROC USA's best interest and give impartial, objective advice.
- Treat CTAPs, resident-owned communities, residents, design professionals, and construction contractors fairly and consistently.
- Keep confidential all non-public information obtained under the contract, including information about residents, procurements, pricing, and evaluations.
- Obtain conflict of interest certifications from staff and subcontractors assigned to the contract, and provide them to ROC USA on request.
- Promptly report to ROC USA any suspected fraud, waste, abuse, or misconduct involving PRICE funds. Contractor personnel may also report directly to the HUD Office of Inspector General.

Contractor employees are protected from retaliation for disclosing information about fraud, waste, abuse, or violations of law related to federal funds under 41 U.S.C. 4712. ROC USA also prohibits retaliation against anyone who discloses a potential conflict of interest in good faith.

8.10 Consequences of Violations

If a proposer or the Contractor fails to disclose a conflict, provides false information, or otherwise violates this section, ROC USA may:

- Reject the proposal or disqualify the proposer.
- Rescind an award.
- Terminate the contract for default.
- Disallow or recover payments.
- Refer the matter to HUD, the HUD Office of Inspector General, or other authorities, which may result in suspension or debarment.

Section 9. Attachments and Exhibits

- Attachment A – Proposal Cover Sheet
- Attachment B – Cost/Price Proposal Form and Labor Category Descriptions (no percentage-of-construction-cost pricing)
- Attachment C – Required Certifications and Forms
- Attachment D – Proposer Conflict of Interest Disclosure
- Attachment E – Section 3 and MWSB Forms
- Attachment F – Draft Professional Services Agreement (approved ROC USA template with Appendix II and grant-specific clauses)
- Attachment G – Reference Form
- Appendix I – Socioeconomic and Equal Opportunity Requirements
- Appendix II – Required Federal Contract Provisions
- Appendix III – General Terms and Conditions

Appendix I – Socioeconomic and Equal Opportunity Requirements

This appendix states the socioeconomic, nondiscrimination, accessibility, and equal opportunity requirements that apply to the Contractor and its subcontractors. Compliance is a material requirement of the agreement and each task order.

- **Affirmative steps for disadvantaged business participation.** When subcontracting opportunities exist, the Contractor must take all affirmative steps required by 2 CFR 200.321, including placing qualified small businesses, minority-owned businesses, women’s business enterprises, veteran-owned businesses, and labor-surplus-area firms on solicitation lists; soliciting them whenever they are potential sources; dividing requirements into smaller tasks or quantities when economically feasible; establishing delivery schedules that encourage participation; using the services of the U.S. Small Business Administration and Minority Business Development Agency, as appropriate; and requiring its subcontractors to take the same steps.
- **Documentation.** The Contractor must maintain records of outreach, solicitations, responses, selections, subcontract values, and reasons a targeted firm was not selected. Reports must be submitted in the form and frequency required by ROC USA.
- **Section 3.** The Contractor must comply with 24 CFR part 75, make best efforts to provide employment, training, and contracting opportunities to Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns, and track labor hours and contracting activity using ROC USA-approved forms. Applicable Section 3 clauses must be included in covered subcontracts.
- **Nondiscrimination.** The Contractor may not discriminate in employment, contracting, services, or program participation on a basis prohibited by the Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, the Age Discrimination Act, or any other applicable federal, state, or local law.
- **Equal access and reasonable accommodation.** The Contractor must provide reasonable accommodations and effective communication for persons with disabilities and must promptly refer accommodation requests affecting ROC USA programs to ROC USA.
- **Language access.** The Contractor must support meaningful access for persons with limited English proficiency in accordance with ROC USA’s approved language-access procedures, including use of qualified interpreters and translated vital documents when directed by ROC USA.
- **Accessible information and technology.** Electronic documents, reports, forms, websites, and other technology delivered under the agreement must conform to applicable Section 508 requirements and WCAG 2.1 Level AA unless ROC USA approves an exception in writing.
- **Flow-down and monitoring.** The Contractor must include applicable requirements in every subcontract, monitor subcontractor compliance, correct deficiencies promptly, and provide records to ROC USA, HUD, and other authorized reviewers upon request.

Appendix II – Required Federal Contract Provisions

The resulting agreement and each covered subcontract must contain every clause required by the PRICE grant agreement, 2 CFR part 200, Appendix II, and other applicable federal law. The draft Professional Services Agreement will contain the controlling clause text. The following matrix identifies the minimum clause set and applicability thresholds.

Provision	Applicability / Requirement
Administrative, contractual, or legal remedies	Required for contracts exceeding the simplified acquisition threshold. The agreement must identify available remedies and appropriate sanctions for breach.
Termination for cause and convenience	Required for contracts exceeding \$10,000. The agreement must state the grounds, procedures, notice, and basis for settlement.
Equal employment opportunity	Include when applicable to federally assisted construction and as otherwise required by current federal law and HUD award terms.
Davis-Bacon, Copeland Anti-Kickback, and labor standards	Apply to covered construction work. The PMO Contractor must perform assigned monitoring and must flow the applicable clauses and wage determinations into covered construction procurements and contracts.
Contract Work Hours and Safety Standards Act	Include in covered contracts exceeding \$100,000 that involve laborers or mechanics.
Clean Air Act and Federal Water Pollution Control Act	Required for contracts and subcontracts exceeding \$150,000.
Debarment and suspension	The Contractor and covered subcontractors must remain eligible for federal awards and must complete required SAM.gov checks and certifications.
Byrd Anti-Lobbying Amendment	Required for awards exceeding \$100,000, including the certification and Form SF-LLL when disclosure is required.
Recovered materials	Comply with 2 CFR 200.323 and applicable solid-waste procurement requirements when covered products are purchased.
Covered telecommunications equipment and services	No contract funds may be obligated or expended for prohibited equipment, systems, or services under 2 CFR 200.216.
Domestic preferences and Build America, Buy America	Comply with 2 CFR 200.322 and all applicable BABA award terms for infrastructure projects, including certifications, documentation, and approved waivers.
Access to records and record retention	Provide access to ROC USA, HUD, the HUD Office of Inspector General, the Comptroller General, and authorized representatives; retain records for the period required by the PRICE award and 2 CFR 200.334.
Rights in data and work product	Recognize ROC USA ownership and the federal government's royalty-free, nonexclusive, irrevocable license under 2 CFR 200.315.
Section 3	Comply with 24 CFR part 75 and include applicable clauses in covered subcontracts.
Trafficking in persons; drug-free workplace; whistleblower protection	Comply with 2 CFR part 175, applicable drug-free workplace requirements, and 41 U.S.C. 4712.

False claims, fraud, waste, and abuse	Do not submit false claims or statements; promptly report suspected fraud, waste, abuse, or misconduct and cooperate with investigations.
--	---

- **PRICE award terms.** The Contractor must comply with all applicable terms incorporated from ROC USA's PRICE grant agreement, including HUD administrative and national policy requirements, reporting requirements, environmental conditions, and any subsequently issued HUD directives that apply to the services.
- **Flow-down.** The Contractor must include each applicable federal provision in every subcontract and lower-tier agreement. A clause applies at the lower tier when its subject matter, dollar threshold, or award term so requires.
- **Changes in requirements.** If a governing law, regulation, HUD requirement, wage determination, or award term changes, ROC USA may amend the agreement or a task order to incorporate the change. The Contractor must not rely on this appendix as a substitute for the executed clause text.
- **Oversight.** The Contractor must maintain a clause applicability checklist for each subcontract and provide it to ROC USA on request. Failure to include or comply with a required clause is grounds for corrective action, withholding, disallowance, or termination.

Appendix III – General Terms and Conditions

The following terms will apply to the solicitation and will be incorporated into, or addressed more fully in, the Professional Services Agreement. If this appendix conflicts with the executed agreement or a required federal provision, the order of precedence in Section 4.3 controls.

- **Insurance.** Before work begins and throughout the agreement, the Contractor must maintain the insurance required by Section 4.8 and provide certificates, endorsements, and renewal evidence. Required coverage does not limit the Contractor's liability.
- **Indemnification.** To the fullest extent permitted by law, the Contractor will defend, indemnify, and hold harmless ROC USA and its officers, directors, employees, and agents from claims, damages, losses, liabilities, and reasonable costs arising from the Contractor's negligent acts or omissions, willful misconduct, breach, or violation of law, including acts of its subcontractors. Final language is subject to the executed agreement and applicable law.
- **Confidentiality and safeguarding.** The Contractor must use confidential information and personally identifiable information only for authorized contract purposes; restrict access to personnel with a need to know; maintain administrative, technical, and physical safeguards; require confidentiality commitments; and report any actual or suspected loss, breach, or unauthorized disclosure to ROC USA within 24 hours.
- **Records and audit access.** The Contractor must maintain complete financial, performance, procurement, and compliance records and provide timely access to ROC USA, HUD, the HUD Office of Inspector General, the Comptroller General, auditors, and other authorized representatives.
- **Record retention.** Records must be retained for the period required by the PRICE grant agreement and 2 CFR 200.334, and longer while any audit, litigation, claim, investigation, or corrective action remains unresolved. At closeout, records must be transferred to ROC USA in an organized, accessible format.
- **Proposal information.** Proposals become ROC USA property. Proposers must clearly identify information they claim is confidential or proprietary. ROC USA may disclose proposal and contract records to HUD and other authorized oversight bodies and cannot guarantee confidentiality where disclosure is required by law or grant terms.
- **Protests.** Any protest related to this solicitation or award must be filed and will be resolved in accordance with Section 7.9.
- **Proposal costs and no obligation to award.** ROC USA will not reimburse proposal, interview, negotiation, protest, or contracting costs. This RFP does not obligate ROC USA to award a contract, purchase services, or pay any proposer.
- **Independent contractor.** The Contractor is an independent contractor and is responsible for its personnel, taxes, benefits, permits, licenses, and means and methods. Nothing creates an employment, partnership, joint venture, or agency relationship.
- **Assignment and subcontracting.** The Contractor may not assign the agreement or subcontract work without ROC USA's prior written approval. Approval does not relieve the Contractor of responsibility for performance, compliance, or payment of subcontractors.
- **Governing law and disputes.** The agreement will be governed by the law stated in the executed agreement, without regard to conflict-of-law rules, except where federal law controls. The parties will first attempt good-faith resolution through their contract managers, followed by executive review. Either party may pursue remedies available under the agreement and applicable law after those steps, unless emergency relief is necessary.

- **Notices.** Formal notices must be in writing and delivered to the representatives and addresses identified in the agreement. Email is effective only when receipt is confirmed or when the agreement expressly permits email notice.
- **Severability; waiver; entire agreement.** An unenforceable provision will be limited or severed without affecting the remainder. A waiver must be written and applies only to the specific instance. The executed agreement and its attachments, signed task orders, the Scope of Services, this RFP and its addenda, and the Contractor's proposal, as incorporated by reference, constitute the entire agreement. Any conflict among these documents will be resolved under the order of precedence in Section 4.3.

Attachment B – Cost/Price Proposal Form and Labor Category Descriptions

Proposers must complete this form without changing its structure, with the exception of adding additional rows for subcontractor labor categories. Submit the completed Cost Proposal as a separate PDF file and in its original format. Do not include pricing in the Technical Proposal. Prices must comply with Sections 4.4, 6.4, and 7.5 of the RFP.

- Enter fully burdened hourly rates for every labor category the proposer or a subcontractor may use. Rates must include salary, fringe benefits, overhead, general and administrative costs, and profit.
- Rates may not include cost-plus-a-percentage-of-cost pricing, fees based on a percentage of construction cost or project value, or contingent fees.
- Enter a fixed maximum hourly rate for each rate period shown in Section B.3. The applicable rate may not be increased during that period. ROC USA may negotiate lower task-order rates, but may not pay more than the applicable agreement rate without a written amendment to the agreement.
- Use the fixed evaluation quantities in Section B.4 exactly as provided. The quantities are solely for price evaluation and are not projected contract quantities, required task-order staffing, or a guarantee of work.
- Show subcontractor rates separately and identify the subcontractor. Do not add labor categories without clearly identifying them as proposer-added categories.
- Do not enter travel rates, markups, allowances, or alternative reimbursement methods. Travel and other reimbursable expenses are excluded from the total evaluated price and will be authorized and reimbursed under the uniform requirements in Section 4.4. Hourly rates may not include travel expenses that will also be billed as reimbursable costs.
- If there is a conflict between a unit rate and an extended amount, the unit rate controls.

B.1 Proposer Information

Proposer Information	
Legal name	[Enter legal name]
Address	[Enter address]
UEI	[Enter UEI]
Pricing contact	[Name, title, phone, and email]

B.2 Labor Category Descriptions

Proposers must use the labor categories below for pricing. Proposed personnel must meet the applicable qualifications in Sections 3.12 and 5.4. If the proposer recommends an additional category, add it after the listed categories and provide a description and minimum qualifications.

Labor Category	Typical Responsibilities	Minimum Qualifications
Program Manager	Executive oversight; PMO leadership; client coordination; staffing, schedule, quality, and risk management.	Meet Section 5.4 minimums.
Construction Manager	Construction procurement support; schedule, pay application, change order, inspection, and closeout oversight.	Meet Section 5.4 minimums.

Labor Category	Typical Responsibilities	Minimum Qualifications
Federal Compliance Manager	Davis-Bacon, Section 3, BABA, environmental review support, records, monitoring, and audit support.	Meet Section 5.4 minimums.
Environmental Specialist	Environmental documentation, studies, mitigation tracking, and support under 24 CFR part 50 or 58.	Meet Section 5.4 minimums.
Cost Estimator	Independent cost estimates, cost or price analysis, change order estimates, and cost reasonableness reviews.	Meet Section 5.4 minimums.
Scheduler	Program and project scheduling, critical path analysis, milestone tracking, and schedule recovery support.	Meet Section 5.4 minimums.
Field Inspector	Site inspections, photographs, daily or weekly reports, deficiency tracking, and support for final acceptance.	Meet Section 5.4 minimums.
Project Coordinator	Document control, meeting support, trackers, reporting, stakeholder coordination, and administrative support.	Meet Section 5.4 minimums.

B.3 Fully Burdened Hourly Rate Schedule

Labor Category	Firm / Subcontractor	Base Period 1 Rate Execution–Jan. 14, 2028	Base Period 2 Rate Jan. 15, 2028–Jan. 14, 2029	Base Period 3 Rate Jan. 15, 2029–Jan. 14, 2030	Base Period 4 Rate Jan. 15, 2030–Jan. 14, 2031	Option Period Rate Jan. 15, 2031–Sept. 30, 2032
Program Manager	[Firm]	\$[]	\$[]	\$[]	\$[]	\$[]
Construction Manager	[Firm]	\$[]	\$[]	\$[]	\$[]	\$[]
Federal Compliance Manager	[Firm]	\$[]	\$[]	\$[]	\$[]	\$[]
Environmental Specialist	[Firm]	\$[]	\$[]	\$[]	\$[]	\$[]
Cost Estimator	[Firm]	\$[]	\$[]	\$[]	\$[]	\$[]
Scheduler	[Firm]	\$[]	\$[]	\$[]	\$[]	\$[]
Field Inspector	[Firm]	\$[]	\$[]	\$[]	\$[]	\$[]
Project Coordinator	[Firm]	\$[]	\$[]	\$[]	\$[]	\$[]
[Additional category]	[Firm]	\$[]	\$[]	\$[]	\$[]	\$[]

B.4 Price Evaluation Schedule

ROC USA will use this schedule solely to evaluate price under Section 7.5. The fixed quantities provide the same labor-category weighting for every proposer; they are not projected contract quantities, required task-order staffing, or a guarantee of work. Proposers may not change the quantities. For each rate period, enter the applicable hourly rate and extended amount for each labor category. Extended amount = evaluation hours × hourly rate. ROC USA will apply the same 176-hour labor mix to each of the four Base Periods and the Option Period and add the five period subtotals to calculate the total evaluated price.

Rate Period	Labor Category	Estimated Hours	Hourly Rate	Extended Amount
Base Period 1	Program Manager	12	\$[]	\$[]
	Construction Manager	40	\$[]	\$[]
	Federal Compliance Manager	18	\$[]	\$[]
	Environmental Specialist	8	\$[]	\$[]

Rate Period	Labor Category	Estimated Hours	Hourly Rate	Extended Amount
	Cost Estimator	12	\$[]	\$[]
	Scheduler	8	\$[]	\$[]
	Field Inspector	60	\$[]	\$[]
	Project Coordinator	18	\$[]	\$[]
Base Period 1 subtotal		176		\$[]
Remaining rate periods	Repeat the Base Period 1 labor-category rows for Base Periods 2–4 and the Option Period using the same fixed evaluation quantities and the applicable rates from Section B.3.			\$[year subtotals]
Total Evaluated Price				\$[]

B.5 Reimbursable Expenses

Expense Category	Proposed Pricing Method	Markup
Travel and lodging	[Actual cost, not to exceed applicable approved limits]	0%
Mileage	[Applicable approved mileage rate]	0%
Other approved direct expenses	[Describe; actual cost with receipt]	0%

ROC USA will not include reimbursable expenses in the total evaluated price. Reimbursement is subject to advance written approval, supporting documentation, and the limits in Section 4.4. Alcohol, entertainment, and tips are not reimbursable.

B.6 Price Certification

By signing below, the proposer certifies that the prices in this Cost Proposal are complete and accurate; comply with the RFP; include all costs required to perform the proposed work except approved reimbursable expenses; were developed independently without collusion; and do not use any prohibited pricing method. The proposer understands that the hourly rates are maximum rates and that ROC USA does not guarantee any minimum amount of work.

Authorized representative	[Print name and title]
Signature	_____
Date	[Month Day, Year]