Addendum No. I

Request for Proposals No. 2026-001 – Construction Management / Project Management Office (PMO) Services

PRICE Main Grant – Improvement of Manufactured Housing Community Infrastructure Program

Issuing Entity	ROC USA, LLC, 1220 G Street, NW, Ste 220 Washington, DC 20005
Addendum Number	I
Date Issued	November 3, 2026
Procurement Contact	Leanne Dinverno, Sr. Procurement and Risk Specialist; ldinverno@rocusa.org
Proposal Due Date and Time	Tuesday, November 24, 2026, at 6:00 PM ET (unchanged)

Purpose and Effect

ROC USA, LLC ("ROC USA") issues this Addendum No. I under Sections 2.5 and 2.8 of the Request for Proposals ("RFP"). This addendum (1) issues the RFP attachments listed below and (2) revises the RFP as stated in the Revisions to the RFP table.

This addendum is incorporated into and made part of the RFP. Except as expressly modified by this addendum, all terms and conditions of the RFP remain unchanged and in full force and effect. If this addendum conflicts with the RFP, this addendum controls. The proposal due date and time are not changed.

Acknowledgment Required

Each proposer must acknowledge receipt of this addendum in Part D of the Proposal Cover Sheet (Attachment A), as required by Section 2.5. Failure to acknowledge an addendum may cause a proposal to be considered non-responsive.

Pre-Proposal Conference

ROC USA held the virtual pre-proposal conference on Monday, November 2, 2026, at 1:00 PM ET. As required by Section 2.4, ROC USA will issue written answers to the substantive questions asked at the conference, together with the attendee list, in Addendum No. II on or about Monday, November 16, 2026, with its answers to the written questions received by the question deadline. Only answers issued in writing by addendum are binding; proposers may not rely on statements made verbally at the conference.

Proposers may continue to submit written questions to the Procurement Contact until Monday, November 9, 2026, at 6:00 PM ET, as described in Sections 2.3 and 2.5.

Attachments Issued

The following attachments are issued with this addendum and are incorporated into the RFP. Proposers must use these versions.

Attachment	Title	Where Submitted
A	Proposal Cover Sheet	Tab 1

Attachment	Title	Where Submitted
C	Required Certifications and Forms (Forms C-1 through C-8)	Tab 12
D	Proposer Conflict of Interest Disclosure	Tab 12
E	Section 3 and MWSB Forms	Tab 10
F	Draft Professional Services Agreement	Not submitted; list any exceptions in Tab 9
G	Reference Form	Tab 4 (one per project profile)

Attachment B and Appendices I through III were issued with the RFP on October 26, 2026, and are not reissued.

Questions

Direct any questions about this addendum in writing to the Procurement Contact, as described in Section 2.3.

— End of Addendum No. I Cover; Attachments Follow —

Attachment A – Proposal Cover Sheet

Complete this cover sheet and place it in Tab 1 of the Technical Proposal, directly after the cover letter (Section 6.3). It must be signed by an individual authorized to bind the proposer. Do not include pricing on this form.

Solicitation Information	
Issuing Entity	ROC USA, LLC, 1220 G Street, NW, Ste 220 Washington, DC 20005
Procurement Contact	Leanne Dinverno, Sr. Procurement and Risk Specialist; ldinverno@rocusa.org
Proposal Due Date and Time	Tuesday, November 24, 2026, at 6:00 PM ET

Part A – Proposer Information	
Proposer Legal Name (As Registered in SAM.gov)	
Doing Business as (DBA), if Any	
Principal Office Address	
Address of Office That Will Manage This Contract (If Different)	
UEI	
Federal Tax ID Number (EIN)	
Type of Organization	☐ Corporation ☐ LLC ☐ Partnership ☐ Sole proprietorship ☐ Nonprofit ☐ Joint venture ☐ Other: _____
State of Organization and Year Established	
Number of Employees (Firm-Wide)	
Website	

Part B – Contacts				
Role	**Name**	**Title**	**Phone**	**Email**
Authorized Signatory (Binds the Proposer)				
Person Authorized to Negotiate				
Primary Contact for This Proposal				
Proposed Program Manager				

Part C – Proposing Team

Joint venture. If the proposer is a joint venture, list each member. Each member must meet the mandatory requirements in Section 5.2, and the joint venture agreement must be included in Tab 4 (Section 5.8).

JV Member Legal Name	UEI	Role / Responsibility	Ownership Share (%)

☐ Not applicable. The proposer is not a joint venture.

Subcontractors. List each subcontractor identified in the proposal (Section 5.8). Details and status codes are provided on Attachment E, Form E-3.

Subcontractor Legal Name	UEI	Role / Scope of Work (RFP Task)

☐ Not applicable. No subcontractors are proposed.

Part D – Acknowledgment of Addenda

List every addendum issued for this RFP. Failure to acknowledge an addendum may cause the proposal to be considered non-responsive.

Addendum No.	Date Issued	Date Received	Initials

☐ No addenda were issued as of the date of this proposal.

Part E – Proposal Contents

Confirm that the proposal includes each item below (Sections 6.2 and 6.3).

Item	Included?
Technical Proposal (PDF), Tabs 1–12, with no pricing	☐ Yes
Cost Proposal (PDF), submitted as a separate file	☐ Yes
Attachment B pricing workbook (Excel)	☐ Yes
Attachment C – Required Certifications and Forms (Forms C-1 through C-8)	☐ Yes
Attachment D – Proposer Conflict of Interest Disclosure	☐ Yes
Attachment E – Section 3 and MWSB Forms	☐ Yes
Attachment G – Reference Forms (at least three)	☐ Yes

Part F – Confidential Information

Identify any pages that contain trade secrets or confidential commercial or financial information. Mark those pages in the proposal. ROC USA will handle marked information as described in Section 2.9, but cannot guarantee confidentiality where disclosure is required by law, by HUD, or by the HUD Office of Inspector General.

Tab and Page Numbers Marked Confidential	
Basis for Confidentiality	

☐ None. The proposal contains no information marked confidential.

Part G – Proposer Certification

By signing below, the undersigned certifies on behalf of the proposer that:

(1) The undersigned is authorized to sign this proposal and to bind the proposer to its terms.

(2) The proposer has read and understands the RFP, including all attachments, appendices, and the addenda acknowledged in Part D.

(3) The proposer agrees to the terms of the RFP and the draft Professional Services Agreement (Attachment F), except for the exceptions listed in Tab 9. The proposer understands that exceptions to required federal provisions will not be accepted.

(4) The proposal, including pricing, will remain valid for at least 120 days after the proposal due date.

(5) The prices in the Cost Proposal were arrived at independently, without consultation, communication, or agreement with any other proposer or potential proposer, and have not been knowingly disclosed to any other proposer before the due date (Section 8.8).

(6) The proposer has complied with the restricted communications requirements in Section 2.3 and has not offered or given any gift or gratuity in violation of Section 8.4.

(7) The information in this proposal is true, complete, and accurate. The proposer authorizes ROC USA to verify it, including by contacting references and checking SAM.gov and other sources.

(8) The proposer understands that ROC USA will not reimburse any cost of preparing or submitting a proposal, attending the pre-proposal conference or interviews, or negotiating a contract, and that submission of a proposal does not obligate ROC USA to award a contract.

The undersigned understands that false or misleading information may result in rejection of the proposal, rescission of an award, or termination of a resulting contract, and may subject the proposer to penalties under 18 U.S.C. 1001.

Signature	
Name and Title	
Proposer Legal Name	
Date	

Attachment C – Required Certifications and Forms

Instructions

- Complete, sign, and submit Forms C-1 through C-8 with the Technical Proposal, as required by Section 6.3. These forms are part of the pass/fail review under Section 5.2, items 2, 3, and 9.
- Each form must be signed by an individual authorized to bind the proposer. Electronic signatures are acceptable.
- If the proposer is a joint venture, each member must complete Forms C-1, C-2, C-4, C-6, and C-8.
- Each subcontractor identified in the proposal must complete Form C-2 and, if its subcontract is expected to exceed $100,000, Form C-3. Include the subcontractor forms behind the proposer's forms.
- Each certification is a material representation of fact upon which ROC USA will rely in making an award. ROC USA will independently verify SAM.gov registration and exclusion status. A false certification may result in rejection of the proposal, rescission of an award, termination of the contract, and referral to HUD or the HUD Office of Inspector General, and may subject the signer and the proposer to penalties under 18 U.S.C. 1001 and 31 U.S.C. 3729–3733.
- The proposer has a continuing duty to notify the Procurement Contact in writing if any certification becomes inaccurate during the procurement, and to notify ROC USA's Contract Manager if this occurs during the contract term.
- Conflict of interest disclosures are submitted separately on Attachment D. Section 3 and MWSB information is submitted on Attachment E.

Submission Checklist

Form	Title	Who Completes	Included?
C-1	SAM.gov Registration and Unique Entity Identifier (UEI) Certification	Proposer (each JV member)	☐ Yes
C-2	Certification Regarding Debarment, Suspension, and Other Responsibility Matters	Proposer and each subcontractor	☐ Yes
C-3	Certification Regarding Lobbying and Disclosure of Lobbying Activities	Proposer; subcontractors over $100,000	☐ Yes
C-4	Drug-Free Workplace Certification	Proposer (each JV member)	☐ Yes
C-5	Certification Regarding Prohibited Telecommunications and Video Surveillance Equipment and Services	Proposer	☐ Yes
C-6	IRS Form W-9 and Taxpayer Identification Certification	Proposer (each JV member)	☐ Yes
C-7	Financial Responsibility Certification	Proposer	☐ Yes
C-8	Acknowledgment of Trafficking in Persons Requirements	Proposer (each JV member)	☐ Yes

Form C-1 – SAM.gov Registration and Unique Entity Identifier (UEI) Certification

2 CFR part 25; 2 CFR 200.332; RFP Section 5.2, item 2

ROC USA may contract only with entities that have an active registration in the System for Award Management (SAM.gov) and a valid Unique Entity Identifier (UEI). This form and the attached registration printout allow ROC USA to verify the proposer's eligibility.

SAM.gov Registration Information

Legal Business Name (As Registered in SAM.gov)	
Doing Business as (DBA), if Any	
UEI	
CAGE Code (If Assigned)	
Physical Address (As Registered in SAM.gov)	
Registration Status	☐ Active ☐ Inactive ☐ Pending
Registration Expiration Date	
Business Type (e.g., Corporation, LLC, Partnership, Nonprofit)	

Certification

The undersigned certifies that (check each box):

☐ The proposer has an active registration in SAM.gov and a valid UEI.

☐ The legal business name and address on this proposal match the proposer's SAM.gov registration.

☐ The proposer's SAM.gov record does not show an active exclusion.

☐ The proposer will maintain an active SAM.gov registration throughout the procurement and the term of any resulting contract and will renew it before it expires.

☐ The proposer will notify ROC USA promptly of any change in its SAM.gov registration status, UEI, legal name, or address.

Required Attachment

Attach a current SAM.gov entity registration printout, dated within 30 days of the proposal due date, that shows the legal business name, UEI, physical address, registration status (Active), and registration expiration date.

☐ SAM.gov entity registration printout is attached.

☐ Not attached. Explanation: _____

By signing below, the undersigned certifies that they are authorized to sign on behalf of the proposer and that the information on this form and the attached documentation is true, complete, and accurate.

Signature	
Name and Title	
Date	

Form C-2 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters

2 CFR part 180; 2 CFR part 2424; Executive Orders 12549 and 12689; RFP Section 5.2, item 3

Proposer Legal Name	
UEI	
Role	☐ Proposer ☐ JV member ☐ Subcontractor to: _____

Certification

The undersigned certifies, to the best of their knowledge and belief, that the entity named above and its principals (as defined at 2 CFR 180.995):

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(2) Are not subject to a HUD Limited Denial of Participation (LDP) under 2 CFR part 2424, subpart J;

(3) Are not included on ROC USA's debarment list;

(4) Have not, within the three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, or obstruction of justice;

(5) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in item (4); and

(6) Have not, within the three-year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

Lower-Tier Participants

The entity named above will verify in SAM.gov that each lower-tier participant it proposes to use is not excluded or disqualified, will include a requirement to comply with 2 CFR part 180, subpart C, and 2 CFR part 2424 in each lower-tier covered transaction, and will keep a record of each verification.

Exceptions

If the entity cannot certify to any statement above, check the box and attach an explanation. An exception will not necessarily result in disqualification, but will be considered in ROC USA's responsibility determination.

☐ Explanation of exceptions is attached.

Continuing Obligation

The entity will give ROC USA immediate written notice if it learns that this certification was erroneous when submitted or has become erroneous because of changed circumstances, including if it or any principal or lower-tier participant becomes excluded or subject to an LDP during the procurement or the contract term. ROC USA may independently verify eligibility in SAM.gov and other sources at any time.

By signing below, the undersigned certifies that they are authorized to sign on behalf of the entity named above and that this certification is true, complete, and accurate.

Signature	
Name and Title	
Date	

Form C-3 – Certification Regarding Lobbying and Disclosure of Lobbying Activities

31 U.S.C. 1352; 24 CFR part 87; RFP Section 8.8

Proposer Legal Name	
UEI	
Role	☐ Proposer ☐ Subcontractor to: _____

Certification Regarding Lobbying

The undersigned certifies, to the best of their knowledge and belief, that:

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

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

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

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

Disclosure of Lobbying Activities

Has the entity paid, or does it intend to pay, any funds other than federal appropriated funds for lobbying activities in connection with this procurement or any resulting contract?

☐ No.

☐ Yes. A completed Standard Form LLL is attached. Number of SF-LLL forms attached: _____

Standard Form LLL is available on the U.S. General Services Administration forms library. An updated SF-LLL must be filed at the end of each calendar quarter in which an event occurs that materially affects the accuracy of information previously disclosed.

By signing below, the undersigned certifies that they are authorized to sign on behalf of the entity named above and that this certification and any attached disclosure are true, complete, and accurate.

Signature	
Name and Title	
Date	

Form C-4 – Drug-Free Workplace Certification

Drug-Free Workplace Act of 1988 (41 U.S.C. 8101 et seq.); 2 CFR part 2429

Proposer Legal Name	
UEI	

Certification

The undersigned certifies that the proposer will provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violating the prohibition;

(2) Establishing an ongoing drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the proposer's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed for drug abuse violations occurring in the workplace;

(3) Giving each employee engaged in performance of the contract a copy of the statement required by item (1);

(4) Notifying each such employee in the statement that, as a condition of employment under the contract, the employee will abide by the terms of the statement and will notify the employer in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after the conviction;

(5) Notifying ROC USA in writing within ten (10) calendar days after receiving notice under item (4) from an employee or otherwise receiving actual notice of a conviction, including the position title of the employee;

(6) Within thirty (30) calendar days after receiving notice of a conviction, taking appropriate personnel action against the employee, up to and including termination, or requiring the employee to participate satisfactorily in an approved drug abuse assistance or rehabilitation program; and

(7) Making a good-faith effort to continue to maintain a drug-free workplace through implementation of items (1) through (6) throughout the term of any resulting contract.

Place of Performance

List the location(s) where work under the contract will be performed by the proposer's employees (street address, city, state, and ZIP code). Field work at project sites may be identified as "Project sites designated by task order."

☐ Additional locations are listed on an attached sheet.

Disclosure

Within the past three (3) years, has the proposer been convicted of, or had a civil judgment rendered against it for, a violation related to controlled substances in the workplace?

☐ No.

☐ Yes. An explanation is attached.

By signing below, the undersigned certifies that they are authorized to sign on behalf of the proposer, that this certification is true, complete, and accurate, and that the proposer will comply with it throughout the procurement and the term of any resulting contract.

Signature	
Name and Title	
Date	

Form C-5 – Certification Regarding Prohibited Telecommunications and Video Surveillance Equipment and Services

2 CFR 200.216; Section 889 of Public Law 115-232

Proposer Legal Name	
UEI	

Federal regulations at 2 CFR 200.216 prohibit the use of federal funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract to procure or obtain, equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services include:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of those entities;

(2) For public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate of those entities;

(3) Telecommunications or video surveillance services provided by those entities or using that equipment; and

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Representation (Check One)

☐ The proposer will not provide, and will not use in performing the contract, any covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

☐ The proposer cannot make the representation above. The disclosure below is completed.

Disclosure (Complete Only If the Second Box Is Checked)

Describe the covered equipment or service, the manufacturer or provider, its location and purpose, any mitigation measures, and the proposed timeline for replacing or eliminating it. Attach additional pages if needed.

Continuing Obligations

The proposer will comply with 2 CFR 200.216 throughout the term of any resulting contract; will notify ROC USA in writing within one (1) business day after identifying covered telecommunications equipment or services used in performing the contract; will include this requirement in all subcontracts; and will provide information reasonably requested by ROC USA to verify compliance.

By signing below, the undersigned certifies that they are authorized to sign on behalf of the proposer and that this representation is true, complete, and accurate.

Signature	
Name and Title	
Date	

Form C-6 – IRS Form W-9 and Taxpayer Identification Certification

IRS Form W-9, Request for Taxpayer Identification Number and Certification

ROC USA uses IRS Form W-9 to confirm the legal name, federal tax classification, and taxpayer identification number (TIN) of the contracting entity for vendor setup, payment, and tax reporting. The W-9 contains sensitive information and will be used only for these purposes and for confirming that the proposer's legal name matches its SAM.gov registration.

Proposer Legal Name	
UEI	

Required Attachment

Attach a current IRS Form W-9 (most recent revision), completed and signed. Confirm that it includes (check each box):

☐ Legal name, matching the name on the proposal and in SAM.gov

☐ Business name or DBA, if different

☐ Federal tax classification

☐ Exemption codes, if applicable

☐ Address

☐ Taxpayer identification number (EIN or SSN)

☐ Signature and date in Part II (Certification)

Certification

☐ A current, completed, and signed IRS Form W-9 is attached.

☐ Not attached. Explanation: _____

The proposer will provide an updated W-9 promptly if its legal name, tax classification, TIN, or address changes during the procurement or the contract term. The proposer understands that ROC USA cannot execute a contract or make payment until it receives a complete and accurate W-9.

By signing below, the undersigned certifies that they are authorized to sign on behalf of the proposer and that the attached W-9 is current, complete, and accurate.

Signature	
Name and Title	
Date	

Form C-7 – Financial Responsibility Certification

RFP Sections 5.6 and 5.9

Proposer Legal Name	
UEI	

Certification

The undersigned certifies that, as of the date of this proposal (check each box that applies):

☐ The proposer is not the subject of a pending bankruptcy proceeding, receivership, or assignment for the benefit of creditors, and has not filed for bankruptcy within the past five (5) years.

☐ The proposer has no delinquent federal tax debt and no delinquent federal non-tax debt (for example, an unpaid federal judgment, overpayment, or loan).

☐ The proposer has not been convicted of a felony criminal violation under any federal law within the past twenty-four (24) months.

☐ The proposer has submitted with its proposal all financial statements, Single Audit reports (if applicable), and litigation and compliance disclosures required by Section 5.6.

Exceptions

If the proposer cannot check any box above, describe the circumstances and current status below or on an attached page. ROC USA will consider the information in its responsibility determination under Section 5.9.

By signing below, the undersigned certifies that they are authorized to sign on behalf of the proposer and that this certification is true, complete, and accurate. The proposer will notify ROC USA immediately in writing if any statement above becomes inaccurate during the procurement or the contract term.

Signature	
Name and Title	
Date	

Form C-8 – Acknowledgment of Trafficking in Persons Requirements

Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)); 2 CFR part 175; RFP Section 6.3, Tab 12

Proposer Legal Name	
UEI	

The resulting contract will be paid with federal funds awarded to ROC USA by HUD under the PRICE program. The PRICE award is subject to the trafficking in persons award term required by 2 CFR part 175, which applies to ROC USA's contractors and their employees. This form acknowledges those requirements. They will also be included in the Professional Services Agreement (Attachment F, Exhibit D, Section D.24(b)).

Acknowledgment

The undersigned acknowledges and agrees that, if awarded the contract:

(1) The proposer, its employees, and its subcontractors and their employees will not engage in severe forms of trafficking in persons during the period of time that the contract is in effect;

(2) The proposer, its employees, and its subcontractors and their employees will not procure a commercial sex act during the period of time that the contract is in effect;

(3) The proposer, its employees, and its subcontractors and their employees will not use forced labor in the performance of the contract or any subcontract;

(4) The proposer will inform ROC USA immediately of any information it receives from any source alleging a violation of items (1) through (3), and will cooperate fully with any resulting inquiry by ROC USA, HUD, or the HUD Office of Inspector General;

(5) The proposer will include the requirements of this form in every subcontract under the contract; and

(6) ROC USA may terminate the contract, without penalty, if the proposer or any subcontractor, or any of their employees, violates these requirements or has conduct that is imputed to it under 2 CFR part 175. Terms such as "severe forms of trafficking in persons," "commercial sex act," and "forced labor" have the meanings given in 22 U.S.C. 7102.

Disclosure

Is the proposer aware of any credible information that the proposer, any principal, any employee, or any proposed subcontractor has engaged in conduct described in items (1) through (3)?

☐ No.

☐ Yes. An explanation is attached.

By signing below, the undersigned certifies that they are authorized to sign on behalf of the proposer and that this acknowledgment and any disclosure are true, complete, and accurate.

Signature	
Name and Title	
Date	

Attachment D – Proposer Conflict of Interest Disclosure

Instructions

- Each proposer must complete, sign, and submit this form in Tab 12 of its Technical Proposal (Sections 6.3 and 8.6). It is a pass/fail requirement under Section 5.2, item 8.
- Answer every question in Parts B and C for the proposer, its affiliates, principals, and proposed key personnel, and for each proposed subcontractor. Each proposed subcontractor must also sign the certification in Part G.
- Answer "Yes" if the situation exists or could reasonably appear to exist. When in doubt, disclose. A disclosure does not automatically disqualify a proposer; ROC USA will review it under Section 8.7. Failure to disclose may result in the actions listed in Section 8.10.
- For each "Yes" answer, complete a row in Part D. Attach additional pages if needed.
- Terms such as actual, apparent, and organizational conflict of interest, covered individual, and immediate family have the meanings in Section 8.2.
- The duty to disclose continues. The proposer must notify the Procurement Contact in writing as soon as it identifies a new or changed conflict during the procurement, and must notify ROC USA's Contract Manager during the contract term.

Part A – Proposer Information	
Proposer Legal Name	
Address	
UEI	
Parent Company and Affiliates (List or Attach)	
Proposed Subcontractors (List All)	
Contact for This Disclosure (Name, Title, Phone, Email)	

Part B – Eligibility (Section 8.5)

A "Yes" answer to either question makes the proposer, or the affected subcontractor, ineligible.

#	Question	Answer
B1	Is the proposer, any affiliate, or any proposed subcontractor a ROC USA subsidiary or related organization, including Resident Ownership Capital LLC, ROC USA Developer LLC, or ROC Association?	☐ Yes ☐ No
B2	Did the proposer, any affiliate, or any proposed subcontractor develop or draft any of the specifications, requirements, statement of work, or evaluation criteria for this RFP?	☐ Yes ☐ No

Part C – Disclosure Questions (Sections 2.3, 8.4, 8.6, and 8.8)		
#	**Question**	**Answer**
C1	Does the proposer, any principal, any proposed key person, or any proposed subcontractor have a family, financial, employment, or business relationship with any ROC USA officer, employee, agent, or board member?	☐ Yes ☐ No
C2	Is any current or former ROC USA officer, employee, agent, or board member, or a member of their immediate family, employed by, a consultant to, or an owner of or investor in the proposer or a proposed subcontractor? Has any such person been offered employment or a financial interest?	☐ Yes ☐ No
C3	Is any person who left ROC USA within the past 12 months, and who had a role in or access to non-public information about the Infrastructure Program or this RFP, now employed by or affiliated with the proposer or a proposed subcontractor? (See 24 CFR 570.611.)	☐ Yes ☐ No
C4	Does the proposer, any principal, any proposed key person, or any proposed subcontractor have a family, financial, employment, or business relationship with a CTAP or with a resident-owned community expected to take part in the Infrastructure Program?	☐ Yes ☐ No
C5	Does the proposer, any affiliate, or any proposed subcontractor currently work for, have a financial interest in, or have a teaming or ownership relationship with a design firm, engineering firm, construction contractor, or materials supplier likely to perform work under the Infrastructure Program?	☐ Yes ☐ No
C6	Does the proposer, any affiliate, or any proposed subcontractor intend to compete for design, engineering, construction, or supply work under the Infrastructure Program?	☐ Yes ☐ No
C7	Has the proposer, any affiliate, or any proposed subcontractor advised ROC USA, a CTAP, or a resident-owned community on the Infrastructure Program or on a project expected to be included in it (for example, feasibility studies, cost estimates, engineering reports, or grant application support)?	☐ Yes ☐ No
C8	Does the proposer have any non-public information about this procurement or the Infrastructure Program that was not provided to all proposers?	☐ Yes ☐ No
C9	Has the proposer, or anyone acting on its behalf, offered or given any gift, gratuity, favor, or anything of value to a ROC USA officer, employee, agent, board member, or evaluation committee member, or to CTAP or ROC personnel involved in the Infrastructure Program, in connection with this RFP?	☐ Yes ☐ No
C10	Since the RFP was issued, has the proposer, or anyone acting on its behalf, contacted anyone about this RFP other than the Procurement Contact, outside the pre-proposal conference or the official question process?	☐ Yes ☐ No

C11	Has the proposer entered into any agreement or understanding with another proposer or potential proposer about prices, exclusive teaming, or whether to submit a proposal?	☐ Yes ☐ No
C12	Is there any other activity or relationship that could create an actual, apparent, or organizational conflict of interest, or that a reasonable person could view as affecting the proposer's impartiality in advising ROC USA?	☐ Yes ☐ No

Part D – Details of Each "Yes" Answer

Describe each disclosure and the measures the proposer proposes to avoid, neutralize, or mitigate it. ROC USA may accept the proposed measures, require other measures, or take any other action listed in Section 8.7.

Item #	Person or Entity (Proposer Side)	Related Party (ROC USA, CTAP, ROC, or Firm)	Nature of Relationship or Activity, and Dates	Proposed Mitigation

Part E – Acknowledgment of Contract-Term Restrictions (Section 8.5)

By initialing each item, the proposer acknowledges that, if it receives the award, these restrictions apply to it, its affiliates, and its subcontractors throughout the contract term.

Initials	Restriction
_____	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 the contract.
_____	If the Contractor helps prepare specifications, scopes of work, independent estimates, or solicitation documents for a ROC USA or subrecipient procurement, the Contractor and its affiliates may not compete for, or serve as a subconsultant on, that procurement (see also Section 3.5).
_____	The Contractor may not use non-public information obtained under the 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 it is overseeing for ROC USA without ROC USA's prior written approval.
_____	The Contractor must obtain conflict of interest certifications from staff and subcontractors assigned to the contract and provide them to ROC USA on request (Section 8.9).

Part F – Proposer Certification

Check one:

☐ The proposer has nothing to disclose. All answers in Parts B and C are “No.”

☐ The proposer has disclosed all actual, apparent, and organizational conflicts of interest in Part D.

The undersigned, an individual authorized to bind the proposer, certifies that: (1) the proposer made a reasonable inquiry of its principals, proposed key personnel, affiliates, and proposed subcontractors before completing this form; (2) the information on this form is true, complete, and accurate to the best of the undersigned’s knowledge; (3) the proposer will promptly disclose in writing any new or changed conflict of interest during the procurement and throughout the contract term; and (4) the proposer understands that failure to disclose a conflict, or providing false information, may result in rejection of the proposal, rescission of an award, termination for default, disallowance or recovery of payments, and referral to HUD or the HUD Office of Inspector General, and may subject the proposer to penalties under 18 U.S.C. 1001.

Signature	
Name and Title	
Date	

Part G – Subcontractor Certification

Each proposed subcontractor must complete and sign a copy of this part. Copy as needed.

Subcontractor Legal Name	
Role on the Proposer’s Team	
UEI (If Registered)	

☐ The subcontractor has reviewed Parts B and C and has nothing to disclose.

☐ The subcontractor’s disclosures are included in Part D of the proposer’s form (items: _____).

The undersigned certifies that the subcontractor’s answers are true, complete, and accurate to the best of the undersigned’s knowledge after reasonable inquiry; acknowledges the restrictions in Part E; and agrees to promptly disclose any new or changed conflict of interest to the proposer and ROC USA.

Signature	
Name and Title	
Date	

For ROC USA Use Only – Review and Determination (Section 8.7)	
Reviewed by (Name and Title)	
Date Reviewed	
Determination	☐ No conflict identified ☐ Conflict resolved – mitigation plan accepted ☐ Conflict resolved – personnel or subcontractor removed or replaced ☐ Conflict resolved – ROC USA personnel recused or reassigned, or independent review added ☐ Proposer ineligible or disqualified
Basis for Determination and Any Conditions	
Approved by (Signature and Date)	

Attachment E – Section 3 and MWSB Forms

Instructions

- Complete Forms E-1 through E-5 and include them in Tab 10 of the Technical Proposal. Form E-6 is required for each subcontractor listed on Form E-3 that claims small, minority-owned, women-owned, veteran-owned, labor-surplus-area, or Section 3 status.
- These forms support evaluation Factor 6 (Section 3 and Subcontracting Plan, 5 points) and the requirements in Appendix I. They do not create set-asides, quotas, or price preferences.
- Do not include pricing or dollar amounts. Show proposed participation as an estimated percentage of labor hours. Pricing belongs only in the Cost Proposal (Section 6.3).
- Do not submit names, incomes, addresses, or other personal information about individual workers. Report workforce information in aggregate only. ROC USA may request supporting documentation after award, under Appendix I and 24 CFR 75.31.
- A proposer that does not plan to subcontract must still complete Forms E-1, E-2 (if claiming Section 3 status), E-4 Part B, and E-5, and must state “No subcontracting proposed” on Form E-3.
- Defined terms: “Section 3 worker,” “Targeted Section 3 worker,” and “Section 3 business concern” have the meanings in 24 CFR 75.5 and 75.21. “MWSB” means small businesses, minority-owned businesses, women’s business enterprises, veteran-owned businesses, and labor-surplus-area firms, as described in 2 CFR 200.321.

Form	Title	Who Completes
E-1	Business Status and Certifications	Proposer
E-2	Section 3 Business Concern Self-Certification	Proposer and each subcontractor claiming Section 3 status
E-3	Proposed Subcontracting and MWSB Participation Schedule	Proposer
E-4	Affirmative Steps and Outreach Documentation	Proposer
E-5	Section 3 Plan	Proposer
E-6	Subcontractor Letter of Intent	Each listed MWSB or Section 3 subcontractor

Form E-1 – Business Status and Certifications

Proposer Legal Name	
UEI	
NAICS Code(s)	
Principal Office Address	

Status	**Claimed?**	**Certifying Agency or Basis**	**Cert. No. / Expiration**
Small Business (SBA Size Standard for Primary NAICS Code)	☐ Yes ☐ No		
Minority-Owned Business Enterprise (MBE)	☐ Yes ☐ No		
Women's Business Enterprise (WBE)	☐ Yes ☐ No		
Veteran-Owned or Service-Disabled Veteran-Owned Small Business	☐ Yes ☐ No		
Labor-Surplus-Area Firm	☐ Yes ☐ No		
Section 3 Business Concern (Also Complete Form E-2)	☐ Yes ☐ No	Self-certification (Form E-2)	N/A
Other (e.g., HUBZone, DBE), Specify:	☐ Yes ☐ No		

Attach copies of current certifications. Self-certified small business status should match the proposer's SAM.gov representations.

The undersigned certifies that the information on this form is true, complete, and accurate.

Signature	
Name and Title	
Date	

Form E-2 – Section 3 Business Concern Self-Certification (24 CFR 75.5)

Complete only if the business claims Section 3 business concern status. Each subcontractor claiming Section 3 status must complete its own copy.

Business Legal Name	
UEI (If Registered)	
Role	☐ Proposer ☐ Subcontractor to: _____

The business qualifies as a Section 3 business concern because it meets at least one of the following (check all that apply):

☐ (1) It is at least 51 percent owned and controlled by low- or very low-income persons.

☐ (2) Over 75 percent of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers.

☐ (3) It is at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Supporting documentation the business will provide on request (check all that apply):

☐ Ownership documents (e.g., operating agreement, stock ledger, articles of organization)

☐ Owner income self-certifications or documentation of residence in public housing or Section 8-assisted housing

☐ Payroll records showing labor hours for the prior three months, with worker Section 3 self-certifications

☐ Other: _____

Aggregate labor hours for the prior three months (complete only if claiming basis (2)):

Total Labor Hours	
Labor Hours by Section 3 Workers	
Percentage	
Period Covered (From – To)	

The undersigned certifies that the business meets the definition of a Section 3 business concern as checked above, that the information is true and accurate, and that the business will provide supporting documentation to ROC USA or HUD on request. The undersigned understands that false statements may result in rejection of the proposal, termination of the contract, and penalties under 18 U.S.C. 1001.

Signature	
Name and Title	
Date	

Form E-3 – Proposed Subcontracting and MWSB Participation Schedule

☐ No subcontracting proposed. (Skip the table and sign below.)

List every proposed subcontractor, whether or not it claims MWSB or Section 3 status. Use these codes for status: SB = small business; MBE; WBE; VOSB = veteran-owned; LSA = labor-surplus-area firm; S3 = Section 3 business concern.

Subcontractor Legal Name	UEI	Status Code(s)	Role / Scope of Work (RFP Task)	Est. % of Labor Hours	Form E-6 Attached?
					☐ Yes
					☐ Yes
					☐ Yes
					☐ Yes
					☐ Yes
					☐ Yes
					☐ Yes
					☐ Yes

Totals:

Estimated % of Total Labor Hours Subcontracted	
Estimated % of Total Labor Hours to MWSB Firms	
Estimated % of Total Labor Hours to Section 3 Business Concerns	
Basis for Estimates (e.g., Anticipated Task Mix)	

Percentages are good-faith estimates based on the anticipated mix of work. Because assignments will be issued by task order, actual participation will be documented and reported under Appendix I. Substituting or adding subcontractors after award requires ROC USA's prior written approval.

Signature	
Name and Title	
Date	

Form E-4 – Affirmative Steps and Outreach Documentation (2 CFR 200.321)

Part A – Outreach for This Proposal. Describe the steps the proposer took to identify and solicit MWSB and Section 3 firms as potential subcontractors for this proposal.

Firm Contacted	Status Code(s)	Date and Method of Contact	Scope Offered	Response	Outcome / Reason Not Selected

Sources used to identify firms (check all that apply):

☐ SBA Dynamic Small Business Search

☐ Minority Business Development Agency resources

☐ State or local MBE/WBE/DBE certification directories

☐ HUD Section 3 Opportunity Portal or local Section 3 resources

☐ Trade associations or chambers of commerce

☐ Other: _____

Part B – Commitment to Affirmative Steps During the Contract. Initial each step the proposer commits to take when subcontracting under any task order.

Initials	Affirmative Step (2 CFR 200.321(b))
_____	Place qualified small and minority businesses and women's business enterprises on solicitation lists.
_____	Assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
_____	Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation.
_____	Establish delivery schedules, where the requirement permits, that encourage participation.
_____	Use the services and assistance, as appropriate, of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
_____	Require any subcontractor that subcontracts further to take the same affirmative steps.
_____	Document outreach, solicitations, responses, selections, and the reasons a contacted firm was not selected, and report to ROC USA as required (Appendix I).

The undersigned certifies that the information on this form is true and accurate.

Signature	
Name and Title	
Date	

Form E-5 – Section 3 Plan (24 CFR part 75)

Respond to each item. Responses may be attached on additional pages and do not count toward the Technical Proposal page limit. Evaluators will consider the quality and feasibility of the plan under Factor 6.

#	Plan Element	Proposer Response
1	**Current Workforce (Aggregate Only):** Total employees expected to work on this contract, and the number who currently qualify as Section 3 workers.	
2	**Hiring:** How the proposer will make new hires, including field inspectors, project coordinators, and administrative staff, available to Section 3 workers and Targeted Section 3 workers (for example, local postings, workforce boards, YouthBuild programs, or referrals through CTAPs and ROCs).	
3	**Training and Apprenticeship:** Any training, internship, or apprenticeship opportunities the proposer will offer, and the occupations involved.	
4	**Contracting:** How the proposer will identify and use Section 3 business concerns for subcontracted work, including for local field and support services.	
5	**Tracking and Verification:** How the proposer will collect and verify Section 3 worker and business status, track total labor hours and Section 3 and Targeted Section 3 labor hours, and protect workers' personal information.	
6	**Reporting:** How and when the proposer will report labor hours and qualitative efforts to ROC USA (at least quarterly), including for its subcontractors.	
7	**Benchmarks:** How the proposer will work toward HUD's Section 3 benchmarks and document qualitative efforts if they are not met.	
8	**Monitoring Role:** How the proposer will monitor construction contractors' Section 3 compliance when assigned by task order (Section 3.8 and Appendix I).	
9	**Responsible Person:** Name and title of the individual responsible for Section 3 compliance.	

Note: As permitted by 24 CFR 75.25(a)(4), labor hours for professional services may be excluded from total labor hours when reporting. Proposers should describe how they will apply this.

The undersigned certifies that the proposer is under no contractual or other impediment that would prevent it from complying with 24 CFR part 75, and that it will carry out this plan if awarded the contract.

Signature	
Name and Title	
Date	

Form E-6 – Subcontractor Letter of Intent

Complete one copy for each MWSB or Section 3 subcontractor listed on Form E-3. Signed by both the proposer and the subcontractor.

Proposer Legal Name	
Subcontractor Legal Name	
Subcontractor UEI	
Subcontractor Address	
Subcontractor Contact (Name, Title, Phone, Email)	
Status Claimed (Codes from Form E-3)	
Certifying Agency, Certification No., and Expiration (Attach Copy)	
Description of Work to Be Performed (RFP Task)	
Estimated % of Total Contract Labor Hours	

The proposer intends to subcontract the work described above to the subcontractor if the proposer is awarded the contract, and the subcontractor intends to perform that work. Both parties understand that work under the contract will be authorized by task order, that ROC USA does not guarantee any amount of work, and that the subcontract will include the applicable federal provisions in the Professional Services Agreement (Attachment F). The subcontractor confirms that it is not debarred, suspended, or otherwise excluded from federal transactions and has completed its section of Attachment D.

PROPOSER	**SUBCONTRACTOR**
Signature:	Signature:
Name and Title:	Name and Title:
Date:	Date:

Attachment F – Draft Professional Services Agreement

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made as of _____ __, 202_ ("Effective Date"), between **_____,** a _____ company with offices located at _____ ("Contractor"), and **ROC USA® LLC**, a not-for-profit, limited liability company organized under the laws of the State of Delaware with offices located at 1200 G Street NW Suite 220, Washington, DC 20005 ("ROC USA" and "Company"). Contractor and ROC USA each a "Party" and collectively referred to as the "Parties".

WHEREAS, ROC USA desires to retain the services of Contractor; and

WHEREAS, ROC USA is the recipient of a Preservation and Reinvestment Initiative for Community Enhancement ("PRICE") grant awarded by the U.S. Department of Housing and Urban Development ("HUD"), and the Services will be paid for in whole or in part with PRICE grant funds; and

WHEREAS, Contractor has the background and experience to perform the services for ROC USA and desires to undertake the services pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be bound, agree as follows:

1. **DEFINITIONS**. For purposes of this Agreement, the following terms shall have the meanings indicated.

"Affiliates" means another entity or individual which is (i) Controlled by a party hereto, or (ii) is in Control of a party hereto, or (iii) under common Control with a party hereto.

"Applicable Law" means the Federal Requirements and other applicable federal law and, to the extent not preempted by federal law, the laws of the State of Delaware.

"Contractor Materials" shall mean any data, software, designs, utilities, tools, models, systems, formulas and other methodologies, know-how and/or procedures that it owns as of the date of this Agreement or licenses in the performance of this Agreement.

"Confidential Information" shall mean all information provided to Contractor by ROC USA not previously disclosed to the public by ROC USA or otherwise in the public domain and the contents of this Agreement and all SOWs, including by way of illustration and not limitation, all information (whether or not patentable and whether or not copyrightable) owned, possessed or used by ROC USA or any of its Affiliates' products, facilities, applications and methods, Trade Secrets and other intellectual property, systems, procedures, manuals, confidential reports, customer lists, technical information, financial information (including the revenues, costs or profits associated with any of ROC USA's services), business plans, prospects or opportunities, Work Product, vendor information, process, research, report, technical data, know-how, computer programs, software, technology, marketing or business plan, forecast, unpublished financial statement, budget, license, price, cost and employee list.

"Control", "Controlled" and variations thereof the right to (i) appoint a majority of the members of the Board of Directors, executive committee, managers, managing member(s) or other executive body or position of the corporation, or (ii) have the right to vote fifty percent (50%) or more of the capital stock of the corporation or voting rights of the corporation or successor entity.

"Federal Award" means the PRICE grant awarded by HUD to ROC USA (Federal Award Identification Number [B-23-PR-11-0002]) that funds the Services in whole or in part, as amended from time to time.

“Federal Requirements” has the meaning given in Exhibit D.

“HUD” means the U.S. Department of Housing and Urban Development.

"Intellectual Property Rights" means all intellectual property rights worldwide arising under statutory or common law, whether or not registered or perfected, including without limitation all (i) rights associated with works of authorship, including copyrights, copyright applications and copyright registrations, (ii) rights associated with indicia of source, including trademarks and service marks, and trade names, (iii) rights relating to patents and patent applications, (iv) rights relating to the protection of trade secrets, know-how and information that is confidential, and (iv) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof and the like related to any of the foregoing, whether now existing or hereafter filed, issued or acquired.

“PRICE” means the Preservation and Reinvestment Initiative for Community Enhancement program administered by HUD.

“PRICE Grant Agreement” means the grant agreement between HUD and ROC USA for the Federal Award, including all attachments, conditions, and amendments.

“Proprietary Rights” means all right, title, interests in, ownership, Intellectual Property Rights, rights of publicity and privacy, and other rights, of any kind and nature worldwide that accompany legal ownership of tangible or intangible property, including those arising under statutory and common law, and whether or not registered or perfected.

“ROC USA Network” means ROC USA, its subsidiaries (Integrity Community Solutions, Inc. and Resident Ownership Capital, LLC), ROC Association, and the ROC USA certified technical assistance providers (California Center for Cooperative Development, CASA of Oregon, CoNorth, Cooperative Development Institute, LEAP, Neighborworks Montana, New Hampshire Community Loan Fund, Northcountry Cooperative Foundation, Thistle Community Housing).

“Service Rates” means the rates to be paid by ROC USA to Contractor for the Services to be provided through Contractor’s employees, agents, contractors or consultants as set forth within the applicable SOW(s); such Service Rates will remain applicable for the term of the Agreement and the applicable SOW.

“Services” means that as described within the applicable SOW.

“SOW” means the description of terms and conditions for the provision of services by Contractor to ROC USA detailing the steps, obligations, responsibilities and support activities to be undertaken by each Party, including, as the case may be, deliverables, due dates, milestones and applicable acceptance criteria, which will be generated and signed by an authorized representative of each Party in the form attached hereto as Exhibit “A” to this Agreement. Each executed SOW shall constitute a separate agreement between the Parties and shall be assigned a successive numeration such that the first SOW shall be Exhibit “A-1”, the second shall be Exhibit “A-2”, etc. and shall, unless expressly otherwise stated therein, be subject to all the terms and conditions of the body of this Agreement. Any changes to a Statement of Work must be set forth in a signed writing between the Parties.

“Subcontractor” means any individual, partnership, corporation, limited liability company, firm, association, unincorporated organization, joint venture, trust or other type of entity contracted to perform services hereunder by Contractor. Contractor will remain responsible for the confidentiality of ROC USA information accessed by such service provider and any work performed by such service provider.

“Termination Event” means that as described in Section 5(b).

“Trade Secrets” means (i) information including but not limited to techniques, methods of business, practice, process, instrument, commercial method, or compilation of information not generally known or

reasonably ascertainable by others by which a business can obtain an economic advantage over competitors or customers, or (ii) as otherwise defined by Applicable Law.

"Work Product" shall exclude Contractor Materials and mean all completed deliverables under a SOW, including discoveries, ideas, know-how, data, concepts, material, methods, processes, disclosures, or any other property, intellectual and other, received, first extracted, conceived, developed, originated, fixed or reduced to practice by Contractor, its personnel and suppliers as a direct result of the services performed pursuant to this Agreement and not previously known to Contractor, its personnel and suppliers whether or not copyrightable including the Proprietary Rights therein.

2. **SERVICES**.

(a) Contractor agrees to provide to ROC USA the Services as described and pursuant to the terms and conditions set forth in the applicable SOW. Contractor shall furnish all labor, materials, equipment, supervision and insurance needed to provide the Services. It is understood that Contractor is an independent contractor in the performance of this Agreement and not an employee of Company. Nothing contained herein shall be construed to imply an employment, joint venture or principal-and-agent relationship between the Parties, and neither Party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other. Contractor shall not be entitled to participate in any plans, benefits or distributions intended for Company employees.

(b) Contractor shall perform its work in a prompt, efficient and professional manner, in accordance with applicable professional standards. Contractor shall reasonably cooperate with ROC USA personnel, shall not interfere with the conduct of ROC USA's business, shall observe all rules, regulations and security requirements of ROC USA previously made known to Contractor, and shall keep ROC USA updated on any progress, problems, and developments of which Contractor is aware regarding the Services.

(c) Contractor and ROC USA shall each use commercially reasonable efforts to promptly notify the other Party of the existence or possible existence of any conflicts of interest.

(d) ROC USA is not obligated to maintain any minimum level of business with Contractor and reserves the right to contract with other entities to perform the same or similar services as those offered by Contractor.

3. SERVICE RATES, EXPENSES AND PRICING.

(a) Notwithstanding any provision in this Agreement to the contrary, the aggregate amount paid for Services under this Agreement on an annual basis shall not exceed $_____. The amount paid for Services shall be based on the actual work and level of effort will be described within the applicable SOW.

(b) ROC USA will pay Contractor for Services pursuant to and as described within the applicable SOW.

(c) Subject to Contractor obtaining prior written approval from ROC USA and Contractor's compliance with ROC USA's travel and expense policies, as such exist from time to time, ROC USA shall reimburse Contractor for all reasonable and necessary out of pocket and documented expenses incurred or paid by Contractor in connection with, or related to, the performance of Services. Reimbursable expenses shall be paid at actual cost without markup, must be allowable under 2 CFR part 200, subpart E, and, for travel, shall not exceed the lesser of ROC USA's travel policy or the federal per diem rates published by the U.S. General Services Administration.

(d) The aggregate amount paid for services under this Agreement may be subject to increase if an Amendment to this Agreement is executed per the condition set forth in Section 5(a) of this agreement.

4. **INVOICES**.

(a) Contractor shall submit itemized invoices for Services as agreed in the applicable SOW. ROC USA shall pay all undisputed amounts within thirty (30) days of receipt of an undisputed invoice. In the

event of any good faith dispute regarding an invoice, ROC USA shall provide Contractor with its specific written objections within ten (10) days of receiving an invoice. ROC USA may withhold payment of disputed amounts pending resolution of the dispute. ROC USA shall pay disputed amounts within thirty (30) days of resolution of the dispute. Contractor shall use reasonable efforts to submit all invoices within ninety (90) calendar days of the delivery of Services or incurrence of applicable expenses. Each invoice shall identify the applicable SOW, include the supporting documentation required by the SOW and Exhibit D, and include the certification required by Section D.26(e) of Exhibit D. ROC USA's payment of an invoice does not constitute acceptance of the Services or waive ROC USA's rights under Exhibit D, including the right to recover disallowed costs.

(b) On each invoice Contractor shall itemize any taxes required to be collected or paid by ROC USA that are expressly applicable to the Services, including federal, state or local sales, use, service and excise taxes, privilege, value-added or other taxes but excluding taxes based upon net income, capital or net worth and any other similar business tax. ROC USA may take any action it deems appropriate to contest any assessment of taxes, or to obtain a refund of taxes either in its own name or in Contractor's name, provided that ROC USA contests the assessment in good faith and uses due diligence. Contractor shall reasonably cooperate with ROC USA in contesting any tax assessment or in obtaining a refund.

5. **TERM AND TERMINATION**.

(a) The Agreement will expire on _____, unless otherwise terminated pursuant to this Section 5 (the "Term"). The Parties may extend the Agreement once upon mutual written agreement through an Amendment to this Agreement. Notwithstanding the expiration of this Agreement, any SOW(s) that then are currently in place shall continue to be effective, enforceable and governed by the terms and conditions of this Agreement. Notwithstanding the foregoing, no extension of this Agreement and no SOW shall extend beyond the earlier of (i) the end of the period of performance stated in the PRICE Grant Agreement, as amended, or (ii) September 20, 2032, the PRICE expenditure deadline established in the PRICE Notice of Funding Opportunity (the "PRICE End Date"), and ROC USA shall have no obligation to pay for Services performed or costs incurred after that date.

(b) Except as otherwise specified in this Agreement or in the applicable SOW, either Party may terminate the Agreement or any SOW for any reason upon thirty (30) days prior written notice to the other Party. Either Party may, upon prior written notice, terminate the Agreement, effective immediately, in whole or in part if any of the following events occur: (i) the other Party is in material breach of any Agreement provision (including if ROC USA's account becomes overdue) provided that the terminating Party has in writing requested the other Party to cure and the other Party has not done so within ten (10) days of receipt of notice; (ii) the other Party terminates or suspends its business; and/or (iii) the other Party becomes, insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; (iv) the other Party becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (v) the other Party is acquired by, merged with, or becomes otherwise affiliated with a competitor of the other (each or any combination of the foregoing a "Termination Event"). Notwithstanding the foregoing, in the event Contractor refuses or is unable to perform in any material respect in the manner set forth by the Agreement or the applicable SOW(s) for any reason, ROC USA may immediately terminate the Agreement and all applicable SOWs.

(c) When a Termination Event occurs, ROC USA will have an immediate right of self-help pursuant to which ROC USA may take all reasonable steps to minimize any disruption to, and ensure the continuation of, its business. In such event, upon ROC USA's reasonable written request, Contractor will provide transition assistance for a reasonable, mutually agreed period of time after the Termination Event. The purpose of this assistance is to allow for the terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to ROC USA or any future contractor. The parties agree that such transition assistance is governed by the terms and conditions

of this Agreement, except for those terms and conditions that do not reasonably apply to such transition assistance. Except for where termination is for cause, ROC USA shall pay Contractor for any resources utilized in performing such transition assistance at the most current contract rates.

(d) Upon receipt by Contractor of written notice of a termination, Contractor shall terminate all Services and shall restrict its actions to reasonable diligence in winding down the applicable SOW in accordance with applicable professional standards. In the event of termination of a SOW, ROC USA shall pay Contractor for Services performed and reimburse Contractor for its reasonable out of pocket and documented costs incurred in connection with the terminated SOW through the effective date of termination in accordance with Section 4. When ROC USA has made and Contractor has accepted final payment, ROC USA will have no further obligation or liability to Contractor, and Contractor will release ROC USA from any past, present, or future obligation, responsibility or liability to Contractor. Additionally, in the event of termination of a SOW and upon final payment, Contractor shall transfer to ROC USA, all Work Product, ROC USA owned equipment and documentation, and all ROC USA owned information it possesses. Such transfer shall commence and be completed by Contractor as soon as reasonably practicable (but in no event more than thirty (30) days) after Contractor's receipt of final payment from ROC USA. Contractor shall provide ROC USA reasonable assistance, at ROC USA's written request, with respect to understanding all information and items transferred hereunder.

(e) Contractor's working papers and other file materials are Contractor's property and are not a substitute for ROC USA's own records. It is ROC USA's responsibility to retain copies of its own records and any deliverables. Contractor shall be liable for the destruction of Contractor's files including any ROC USA information. Notwithstanding the foregoing, Contractor shall retain, and provide access to, its working papers and all other records pertinent to this Agreement as required by Sections 9(c) and 18 and Exhibit D, and shall not destroy any such records before the end of the applicable retention period without ROC USA's prior written approval.

(f) After the termination of the Agreement, Contractor shall not use or access, without written authorization, any real, tangible or intellectual property of ROC USA, including, but not limited to, any office space or business premises, computer system, hardware, software, documentation, ASP services, applications, internet sites and any other ROC USA technology.

(g) Termination of this Agreement or termination or expiration of any SOW shall not terminate or in any way affect Contractor's or ROC USA's covenants and obligations set forth in Sections 7, 8, 9, 10, 11, and 13, and Section 18 and Exhibit D.

6. CONTRACTOR PERSONNEL

(a) Contractor represents that all Contractor employees and Subcontractors engaged to perform Services under this Agreement ("Contractor Personnel") are legally authorized to work in the country in which they will be providing the Services.

(b) Contractor Personnel are solely Contractor's employees and Subcontractors, as applicable, and at no time shall Contractor Personnel be deemed employees of ROC USA. All costs and expenses associated with providing, equipping, and retaining Contractor Personnel are included in the fees in each SOW. Contractor is solely responsible for the payment of all wages and other compensation and benefits due to Contractor Personnel, all employer and withholding taxes, and workers compensation coverage. Contractor is also solely responsible for all associated staffing costs including, without limitation, training and education, equipment, recruiting, and relocation. Contractor shall indemnify ROC USA on an after-tax basis with respect to any failure on its part to comply with its obligations set forth in this section.

(c) Contractor shall use commercially reasonable efforts to verify the employment history and educational background of all Contractor Personnel prior to such Contractor Personnel providing Services to ROC USA. Notwithstanding the foregoing, and not to relieve Contractor of its obligations in this Section 6(c), ROC USA, at its own cost and expense, may perform its own background investigation on any

Contractor Personnel.

(d) Contractor Personnel will be assigned to ROC USA for the Project Term unless removed pursuant to Section 6(g) below or otherwise terminated and will perform Services in accordance with the scheduled hours set forth in the applicable SOW. Contractor Personnel will be bound by any applicable rules, regulations or policies established by ROC USA and provided to Contractor while performing Services.

(e) Contractor agrees that all Contractor Personnel providing services under this Agreement shall be bound by a written agreement to maintain Confidential Information (as defined below) in confidence under terms no less burdensome than those set forth herein.

(f) Contractor shall not subcontract any Services without ROC USA's prior written consent and subject to written agreement that the Subcontractor is bound by the applicable terms and conditions of this Agreement. Before entering into any subcontract, Contractor shall verify in SAM.gov that the Subcontractor and its principals are not suspended, debarred, or otherwise excluded, and shall include in the subcontract the applicable provisions of Exhibit D. ROC USA's consent does not relieve Contractor of responsibility for the performance and compliance of its Subcontractors.

(g) ROC USA may request the removal of any Contractor Personnel from performing services under any or all SOW(s) upon reasonable ground and reasonable prior notice to Contractor.

7. **NO SOLICITATION/NON-COMPETE.**

(a) Neither party shall not solicit, recruit, or employ the other Party's employees during the term of the Agreement and for a period of three (3) months following termination or expiration of an applicable SOW, without the other Party's prior written consent. This Section 7 will not apply to persons who independently respond to indirect solicitations (such as general newspaper advertisements, employment agency referrals and internet postings) not targeting those persons, where the hiring Party has not, directly or indirectly, enticed, invited or otherwise encouraged such persons to respond, and who are subsequently hired by the hiring Party.

(b) Reserved.

8. **CONFIDENTIALITY.**

(a) Contractor shall not, during the Term hereof and for five (5) years thereafter, disclose to others, or use for its benefit or the benefit of others, any Confidential Information, except as permitted by this Agreement. Contractor shall not copy, alter, or modify any of the Confidential Information unless permitted in writing by ROC USA. Contractor acknowledges that ROC USA and/or the ROC USA Network holds all right, title, and interest in and to all tangible and intangible incidents of the Confidential Information, including, without limitation, all trade secrets, copyrights, patent rights and derivative works pertaining thereto, and that this Agreement conveys to Contractor only a limited right to use the Confidential Information in the course of performing this Agreement. Such right is fully revocable in accordance with the provisions of this Agreement. Contractor further agrees that, except for such right of use, it shall not assert any right, title, or interest in or to the Confidential Information and shall hold all Confidential Information in confidence by taking measures at least as protective as those measures that that Contractor takes with respect to its own confidential or proprietary information of a similar nature and in all events at least commercially reasonable care.

(b) Confidential Information shall not include any information that (1) is or becomes known to the general public under circumstances involving no breach by Contractor or others of the terms of this Section 8, (2) is generally disclosed to third parties by ROC USA and/or the ROC USA Network without restriction on such third parties, (3) is approved for release by written authorization of the Board of Directors of ROC USA and/or the ROC USA Network or (4) is independently developed by Contractor without use of ROC USA and/or the ROC USA Network's information; provided, however, that Contractor hereby acknowledges and agrees that if Contractor seeks to disclose, divulge, reveal, report, publish, transfer or

use any Confidential Information to any third party, Contractor must prove that such information falls under one of the foregoing exceptions. Notwithstanding the foregoing, disclosure of Confidential Information shall not be prohibited if such disclosure is required by law, regulation, applicable professional standards or rules or directly pursuant to a valid subpoena or a valid and existing order of a court, arbitral panel or other governmental body or agency; provided, however, that, to the extent legally permissible, (i) Contractor first promptly notifies ROC USA of any such request or possible or prospective order (or proceeding pursuant to which any such order may result) for disclosure and (ii) ROC USA is afforded a reasonable opportunity, at its sole expense, to prevent or limit any such disclosure. Contractor shall return all Confidential Information in Contractor's possession or under Contractor's control at the written request of ROC USA or, in the absence of such a request, upon the termination of this Agreement. Notwithstanding anything in this Section 8, (A) nothing in this Agreement limits access to records or information by HUD, the HUD Office of Inspector General, the Comptroller General of the United States, or their authorized representatives under Exhibit D, ROC USA's disclosure of this Agreement or related information to HUD or as required by the PRICE Grant Agreement, or ROC USA's publication of contract information on its PRICE program website; and (B) Contractor shall retain copies of the records it is required to retain under Exhibit D, which shall remain subject to this Section 8.

(c) Unless approved in writing by ROC USA, Contractor will not publish or permit to be published or distribute to anyone outside ROC USA any information or material attributed to ROC USA and/or the ROC USA Network. In addition, without the prior written approval of ROC USA, Contractor shall not disclose the fact of it having worked for or with ROC USA pursuant to this Agreement for the purposes of soliciting work or otherwise for the personal benefit of Contractor.

(d) Contractor shall not make public, without first obtaining ROC USA's written approval that ROC USA is Contractor's client; provided, however, that Contractor may disclose ROC USA's name to third parties to the limited extent that such disclosure is reasonably necessary to perform services hereunder or as otherwise permitted by this Agreement.

(e) Intentionally omitted.

9. **PROPRIETARY RIGHTS/RECORDS.**

(a) All Proprietary Rights held by each of the Parties prior to the commencement of the Agreement shall remain the sole property of such Party. All right, title and interest in and to any Work Product shall belong exclusively to ROC USA and shall be deemed to be a work made for hire. To the extent that sole title to any Work Product may not, by operation of law, vest with ROC USA or such Work Product may not be considered works made for hire, Contractor hereby irrevocably transfers and assigns any and all of its right, title and interest in and to any and all such Work Product, including without limitation all Proprietary Rights therein and all causes of action for past infringement of such rights, to ROC USA.

(b) Contractor agrees to (i) reasonably cooperate and assist ROC USA to apply for, and to execute any applications or assignments reasonably necessary to obtain, any patent, copyright, trademark or other statutory protection for any such Work Product in ROC USA's or its designee(s)' name(s) as ROC USA shall request in writing from time to time, (ii) treat such Work Product as "Confidential Information" as defined above, and (iii) execute such documents and take such other actions as ROC USA shall reasonably request in writing from time to time to confirm, perfect and enforce its rights under this Section 9. Any cooperation or assistance Contractor provides pursuant to this Section 9 will be at ROC USA's sole expense. Contractor represents and warrants to ROC USA that all Work Product created by Contractor, including any permitted Subcontractor, under the Agreement (i) does not and will not knowingly infringe any Proprietary Right of any person or entity or contain any libelous, unlawful or otherwise actionable matter, and (ii) is original and previously unpublished except for any third-party material that is either (x) in the

public domain or (y) for which permission to use same in the Work Product, including without limitation without any restrictions on ROC USA's use of the Work Product, has been obtained.

(c) The Contractor shall maintain adequate records to support its charges, procedures, and performances for all work relating to the Agreement. Records shall be maintained by the Contractor and made available to ROC USA and authorized representatives upon reasonable request during the term of the Agreement and thereafter until the later of the expiration of: seven (7) years from date of final payment by ROC USA for the services provided under the Agreement; or seven (7) years from date of final completion of any audit, dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken.

10. **WARRANTIES.**

(a) Contractor warrants and represents that all Services provided hereunder will be performed in material compliance with all applicable laws and regulations. Each Party represents that it has the power to enter into the Agreement, that performance under the Agreement does not violate the terms of any contract, covenant or agreement between it and a third party, and it will not enter into any agreement during the term which would violate the terms of any contract, covenant or agreement or cause such Party not to be able to fulfill its obligations hereunder. Each Party represents that it has had an opportunity to fully review the Agreement with attorneys of its own choice as a result of which each Party hereby acknowledges and agrees (i) that any rule of law that provides that ambiguities are to be construed against the drafting Party is not to be employed in the interpretation of the Agreement and (ii) that it is entering into the Agreement knowingly, voluntarily, and of its own free will.

(b)If ROC USA requires Services provided hereunder in order to perform under a contract (or subcontract) with the federal government, Contractor warrants and represents that it shall comply with all applicable laws and regulations pertaining to Contractor's obligations. Contractor shall comply with and be subject to all applicable laws, and the rules and regulations promulgated thereunder, and the applicable rules, regulations and guidelines as may be issued to implement these laws by any local, state or federal agency or authority, including the State of Delaware and the United States.

(c) To the best of its knowledge and belief, Contractor warrants and represents that neither Contractor, nor to Contractor's knowledge any person employed or engaged by Contractor, has been excluded from participation in any United States government program or has been debarred from or under any United States government federal program nor is Contractor aware of any pending or potential actions that would give rise to any such exclusion or debarment. If ROC USA has reasonable grounds to suspect Contractor of breaching the terms of this section, ROC USA shall be entitled to terminate this Agreement, upon written notice, with immediate effect for cause.

(d) Contractor warrants and represents that it will maintain safeguards consistent with commercial standards for any Personal Information (as defined below) it receives from ROC USA or has access to in connection with the services Contractor provides under this Agreement. ROC USA agrees that it shall disclose Personal Information to Contractor only to the extent necessary for performance of the Services and that it shall provide written notice to Contractor prior to any such disclosure. For purposes of this Section, "Personal Information" includes a natural person's first name and last name, or first initial and last name in combination with any one or more of the following data elements that relate to such person's (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit card number, with or without any required security code, personal identification number or password, that would permit access to such person's financial account; provided, however, that "Personal Information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public; and Contractor hereby certifies to ROC USA that Contractor has a written, comprehensive

information security program that imposes safeguards substantially similar to (or greater than) industry standards. Contractor will notify ROC USA promptly if at any time it can no longer certify to the foregoing.

11. **DATA SECURITY.**

(a) Contractor shall safeguard the physical integrity and condition of all equipment and facilities where ROC USA's Confidential Information is held, stored or archived by or on behalf of Contractor. To the extent that Contractor is supplied with Personal Information, Contractor shall materially comply with all laws applicable to such Personal Information.

(b) In the event of a breach of confidentiality related to Personal Information arising out of the acts, omissions and/or negligence of any Contractor employee or Subcontractor, Contractor shall promptly undertake commercially reasonable efforts that would be responsive to the breach and the individuals affected thereby (if any) including, without limitation, implementing a call-center, providing credit monitoring services and providing credit restoration services if necessary. If Contractor fails to perform such reasonable remediation efforts (or should ROC USA reasonably determine that additional remediation efforts are necessary), ROC USA may perform such reasonable remediation efforts and Contractor will reimburse ROC USA for the actual and reasonable costs and expenses incurred in so performing, as well as all actual legal costs incurred for counsel regarding the same. Following the breach and the commencement of remediation efforts by Contractor, Contractor shall provide regular reports to ROC USA of all remediation efforts. Notwithstanding the foregoing, ROC USA reserves the right and shall be entitled to seek all other remedies available to it as a result of any breach of confidentiality.

(c) For purposes of clarity, the Parties acknowledge and agree that the reasonable costs, if any, incurred by ROC USA in connection with the remediation efforts undertaken by ROC USA as a result of any breach of Sections 7, 8 or 11 shall be deemed to be direct damages as between the Parties. For purposes of clarity, Contractor's indemnification obligations in this Agreement shall also extend to third party claims determined to directly arise out of or relating to a breach of these terms.

12. **REMEDIES.** Contractor acknowledges that any breach of Sections 7, 8, 10 or 11 of this Agreement shall result in serious and irreparable injury to ROC USA for which ROC USA cannot be adequately compensated by monetary damages alone. Contractor agrees, therefore, that, in addition to any other remedy it may have, ROC USA shall be entitled to enforce the specific performance of such provisions of this Agreement by Contractor and to seek both temporary and permanent injunctive relief (to the extent permitted by law) without the necessity of posting a bond or proving actual damages.

13. **INDEMNIFICATION.**

(a) Contractor shall indemnify and hold harmless (and, at ROC USA's option, defend) ROC USA and its Affiliates and their respective partners, members, shareholders, directors, officers, and employees, successors and assigns (collectively, "Indemnities") from and against all claims, debts, causes of action, direct damages, liabilities, costs and expenses (including litigation costs, attorney's fees and expenses) (each a "Claim" and collectively, "Claims") imposed upon or incurred by Indemnities determined to directly arise out of any of the following:

(1) Claims under any labor, employment, employee benefit, tax, or other laws or regulations to the extent it arises out of any act or omission of Contractor or its employees or agents. In addition to Contractor's indemnification obligations under this Section 13(a), Contractor shall cooperate fully in the defense of any claim by a federal, state or local government authority against ROC USA regarding taxes assessed against ROC USA. Without limiting the generality of the foregoing, Contractor shall, upon ROC USA's reasonable written request, promptly furnish documentary evidence of: (i) income tax returns and other filings by Contractor; (ii) proof of payment of taxes by Contractor or the applicable personnel; and (iii) copies of all employment-related agreements between Contractor and its personnel; and

(2) Claims for payment of compensation (including benefits) or salary asserted by any Contractor personnel and any other liabilities, costs and expenses (including but not limited to, litigation costs, attorneys' fees and expenses) associated with a determination by any federal, state, or local government agency, any court, or any other applicable entity that the personnel provided by Contractor are employees of ROC USA for any purpose.

(b) In the event of a Claim, ROC USA or its legal representative shall promptly notify Contractor in writing and forward all related documents to Contractor. If Contractor fails or elects not to defend or settle the Claim, ROC USA may defend or settle the Claim and Contractor shall pay to ROC USA all damages, costs and expenses (including but not limited to, litigation costs, reasonable attorneys' fees and expenses) incurred.

14. **LIMITATION OF LIABILITY**

(a) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING FROM LOSS OF USE OR LOSS OF PROFITS) ARISING FROM OR IN CONNECTION WITH THE AGREEMENT, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND EXCEPT TO THE EXTENT IT IS DETERMINED THAT THE LOSS WAS CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY'S OR ITS PERSONNEL'S TOTAL LIABILITY TO THE OTHER PARTY OR ITS PERSONNEL ARISING OUT OR RELATED TO THIS CONTRACT OR ANY SERVICES PROVIDED TO ROC USA WILL EXCEED THE TOTAL AMOUNT ROC USA HAS PAID CONTRACTOR UNDER THE AGREEMENT OR AN APPLICABLE SOW FOR THE SERVICES GIVING RISE TO THE LIABILITY, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO (I) CONTRACTOR'S OBLIGATION TO REPAY DISALLOWED COSTS OR OTHER AMOUNTS UNDER EXHIBIT D, (II) CONTRACTOR'S INDEMNIFICATION OBLIGATIONS, (III) CONTRACTOR'S BREACH OF SECTIONS 8 OR 11, OR (IV) LIABILITY ARISING FROM CONTRACTOR'S FRAUD, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF THE FEDERAL REQUIREMENTS.

(b) The provisions of this Section 14 will survive termination or expiration of the Agreement.

15. **INSURANCE**.

(a) Contractor shall, at its own expense, secure and keep in full force and effect throughout the term of the Agreement for Contractor and its employees appropriate types and limits of insurance based on the services being provided and as required by law, and ensure that its Subcontractors obtain and maintain at their expense, insurance with insurers licensed to do business in all jurisdictions where Contractor and/or its Subcontractors provide goods or services, and Contractor agrees to abide by, and ensure that its Subcontractors abide by, the minimum insurance requirements and vendor compliance requirements, all as set forth on Exhibit B attached hereto and incorporated herein by reference. Insurers shall have an A.M. Best rating of A- or greater and policy surplus acceptable to ROC USA. If any insurance policy is written on a claims-made basis, Contractor agrees that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time this Agreement is terminated.

(b) Contractor, for itself and any permitted Subcontractors, will have furnished to ROC USA original certificates required under this Section 15 prior to or at the time of execution of this Agreement. All certificates must be received and approved by ROC USA before Contractor and/or its Subcontractors provide any services under this Agreement. Failure to obtain the required documents prior to the provision of services will not waive or cancel Contractor's obligation to provide the same. Such Certificates of Insurance must be submitted to Nicholas Salerno, Chief Program Officer. Contractor shall not cancel or reduce the insurance required under this Agreement during the Term without giving ROC USA at least

thirty (30) days' prior written notice.

(c) The required limits of liability are the minimum amounts that must be obtained by Contractor, and in the event Contractor has or obtains applicable policies with limits in excess of the required minimums, the full amount of the limits shall be available to ROC USA in the event of a claim covered by the policy.

16. **NOTICES**. Any notice required or permitted under the Agreement must be in writing, except where otherwise expressly stated in the Agreement and will be effective when (i) delivered in person, (ii) sent by overnight air courier, or (iii) sent by registered or certified United States mail, with return receipt requested, in each case with proper postage prepaid and properly addressed to the addressee set forth below, or any other addressee that a Party designates in writing.

To ROC USA:	To Contractor:
ROC USA 1200 G Street NW Suite 220 Washington, DC 20005 Attn: Nicolas Salerno, CPO	_____ _____ _____ Attn: _____
with copy to:	with copy to:

17. **MISCELLANEOUS**.

(a) The Agreement, including any exhibits, attachments, addenda or appendices, constitutes the entire agreement of the Parties and supersedes all other prior understandings and agreements, written or oral, between Contractor and ROC USA relating to the subject matter of the Agreement. Any conflict between the Agreement and any exhibit is to be resolved in favor of the Agreement, subject to the order of precedence in Section 18(c).

(b) The Parties shall not modify, waive, change, amend, or discharge the Agreement, in whole or in part, except by an agreement in writing signed by an authorized representative of each Party. In the event of conflict between the terms of this Agreement and the terms of a SOW, the terms of the SOW shall supersede any contradictory terms in this Agreement. Notwithstanding the foregoing, no SOW may waive or modify any provision of Section 18 or Exhibit D, and conflicts shall be resolved under Section 18(c).

(c) A Party's delay or omission in exercising any right under the Agreement does not waive that or any other right. A waiver or consent given by a Party on any one occasion will be effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

(d) The remedies set forth in this Agreement are not intended to be the sole and exclusive remedies available to the Parties or to preclude the application of any other remedies that may be available at law or in equity.

(e) If any of the provisions of this Agreement shall be held unenforceable by the final determination of a court of competent jurisdiction and all appeals therefrom shall have failed or the time for such appeals shall have expired, such provision or provisions shall be deemed eliminated from this Agreement but the remaining provisions shall nevertheless be given full effect. In the event this Agreement or any portion hereof is more restrictive than permitted by the law of the jurisdiction in which enforcement is sought, this Agreement or such portion shall be limited in that jurisdiction only to the extent required by the law of that jurisdiction. The Parties are independent contractors, and nothing in the Agreement will create any other relationship between them including, but not limited to, any partnership, joint venture, agency,

franchise, sales representative, or employment relationship, or the relationship between principle and agent. Neither Party has the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in the Agreement. The Agreement does not give or extend to Contractor any rights with respect to contributions by ROC USA to any deferred compensation plan, pension plan or fringe benefits.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of the conflicts of law. Notwithstanding the foregoing, federal law governs the interpretation and enforcement of the Federal Requirements and the provisions of Exhibit D.

(g) DISPUTE RESOLUTION

(1) The Parties agree that with respect to any dispute, controversy, or claim arising out of or relating to the Services or the performance or breach of this Agreement, any SOW (including disputes regarding the termination, validity, interpretation or enforceability of this provision) or any prior services or agreements between the parties (each hereinafter, a "dispute"), the Parties shall first attempt to resolve such dispute in an expeditious manner through good faith negotiations and in no event later than thirty (30) days following a Party giving written notice to the other of such dispute. If such dispute cannot be resolved amicably through good faith negotiations, the dispute shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution ("IICPR") Rules for Non-Administered Arbitrations in effect on the date of this Agreement or the SOW giving rise to the dispute, controversy, or claim, whichever is later (unless those rules are inconsistent with this clause in which case this clause shall govern) by a panel of three arbitrators selected in accordance with the screened selection process provided, however, the two party-appointed arbitrators shall select the third arbitrator who shall be a retired Judge and does not need to be on the IICPR's list of arbitrators. The arbitration shall take place in the State of Delaware and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The arbitration shall be confidential, and any award shall be binding and final. In agreeing to arbitration, the parties acknowledge that in the event of any dispute (including a dispute over fees) the parties are giving up the right to have the dispute decided in a court of law before a judge or jury and instead are accepting the use of arbitration for resolution. Notwithstanding the foregoing, (A) Contractor shall proceed diligently with performance of this Agreement and each SOW pending final resolution of any dispute and shall comply with ROC USA's written directions; (B) disputes arising under labor standards provisions shall be resolved in accordance with 29 CFR parts 5, 6, and 7; and (C) nothing in this Section limits the rights of HUD, the HUD Office of Inspector General, the Comptroller General, or other federal authorities, ROC USA's reporting obligations to HUD, or the confidentiality of any proceeding as against such authorities.

(2) The arbitration panel shall have no authority to award punitive damages, damages that are not allowable under this Agreement, or a remedy that could not be made or imposed by a court deciding the matter under applicable law.

(3) All fees and expenses for the arbitrators, meeting and hearing facilities and hearing transcripts shall be split evenly 50% by the claimant(s) and 50% by the respondent(s), with any division among claimants or respondents to be decided by each side respectively as the case may be. No neutral experts shall be appointed by the arbitration panel.

(4) At the initial pre-hearing conference, the arbitrators shall (a) require that the parties exchange (i) a good faith calculation of any claimed damages, (ii) the name and, if known, address and telephone number of each person likely to have knowledge of relevant information, and (iii) non-privileged documents, that are relevant to the issues

raised by any claim, defense or counterclaim; and (b) determine the number of depositions to be permitted taking into consideration the nature of claims and damages sought. Third-party subpoenas seeking documents and/or testimony shall be permitted. Absent extraordinary circumstances, the arbitration hearing shall be held on consecutive hearing days.

(5) In the event it is necessary to confirm the arbitration award in court, the costs of such confirmation proceedings, including attorneys' fees, incurred by the party seeking confirmation shall be borne entirely by the party against whom enforcement is sought.

(h) The Agreement is binding upon and will inure to the benefit of the Parties and their permitted successors and assigns. Neither Party shall not subcontract, assign any rights or delegate any obligations created by the Agreement without the other Party's prior written consent, such consent not being unreasonably withheld. Any assignment in violation of the Agreement shall be considered void.

(i) Nothing in the Agreement is to be construed to benefit any third party, nor is it intended that any provision be for the benefit of any third party, except that HUD, the HUD Office of Inspector General, the Comptroller General of the United States, and their authorized representatives may exercise the rights of access, audit, and review granted to them under Exhibit D.

(j) This Agreement and any other document necessary for the consummation of the transaction contemplated by this Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. This Agreement shall be considered properly executed by a Party if (1) executed by that Party and transmitted by facsimile or other electronic means including, without limitation, Tagged Image Format Files (TIFF) or Portable Document Format (PDF), or (2) accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law; any document accepted, executed or agreed to in conformity with such laws will be binding on each party as if it were physically executed.

18. **FEDERAL AWARD AND PRICE PROGRAM REQUIREMENTS.**

(a) Federal funding. The Services are funded in whole or in part with the Federal Award. Contractor acknowledges that it is a contractor, and not a subrecipient, of ROC USA under 2 CFR 200.331, and that its performance and compensation are subject to the Federal Requirements.

(b) Incorporation of federal provisions. Exhibit D (Federal and PRICE Program Contract Provisions) and Exhibit E (Contractor Certifications) are attached to and incorporated into this Agreement and each SOW. Contractor shall comply with Exhibit D, shall execute and deliver Exhibit E before performing any Services, and shall include the applicable provisions of Exhibit D in each subcontract as required by Section D.31 of Exhibit D.

(c) Order of precedence. Notwithstanding Sections 17(a) and 17(b), if there is a conflict or inconsistency among the documents comprising this Agreement, they shall control in the following order: (1) the Federal Requirements and Exhibit D; (2) the body of this Agreement, including Exhibits B, C, and E; (3) the applicable SOW; (4) the Request for Proposals under which this Agreement was awarded, including all addenda; and (5) Contractor's proposal. Terms proposed by Contractor, including terms in its proposal, invoices, or standard forms, are not binding unless expressly incorporated into this Agreement by a written amendment signed by both Parties.

(d) Changes in federal requirements. If HUD or applicable law adds or changes a requirement that applies to the Services, ROC USA will notify Contractor in writing, and the Parties shall amend this Agreement or the affected SOW to incorporate the change in accordance with Section D.30 of Exhibit D. Contractor's refusal to execute an amendment required to comply with the Federal Requirements is grounds

for termination under Section D.5 of Exhibit D.

(e) Survival. Contractor's obligations under this Section 18 and Exhibit D relating to records, access, audit, monitoring, repayment of disallowed costs, conflicts of interest, and confidentiality survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the Parties by their duly authorized officers have executed this Agreement as of the dates indicated.

ROC USA LLC

By:

Name: Emily Thaden

Title: President & CEO

Date:

By:
Name: Afraa Salem
Title: Chief Financial Officer
Date:

By:
Name: Nicholas Salerno
Title: Chief Program Officer
Date:

[Contractor]

By:

Name:

Title:

Date:

Exhibit “A”

Statement of Work (SOW)

Any changes to the Statement of Work must be set forth in a signed writing between the Parties.

Goal.

Tasks.

Exhibit “B”

Insurance

A. Statutory Workers’ Compensation insurance (Coverage A) and $1,000,000 per accident Employer’s Liability insurance (Coverage B).

B. Commercial General Liability written on an occurrence form with a combined single limit of not less than $1,000,000 per occurrence and in the aggregate. Coverage must include: Products/Completed Operations, Personal and Advertising Injury, and Blanket Contractual Liability. Limits may be satisfied via primary and umbrella or excess liability policies.

C. Business Auto Liability for all hired or non-owned vehicles with a combined single limit of not less than $1,000,000 per accident, bodily injury and property damage combined.

D. Professional Liability insurance.

Exhibit “C”

Payment Schedule

Cost. The total budget for this SOW is _____, to be distributed as outlined below.

Pay Schedule. Contractor shall receive the following payments upon submission of invoices:

Expenses. ROC USA agrees to reimburse Contractor for any pre-approved administrative expenses upon submission of invoice as detailed below.

Payment. Contractor shall submit invoices at the end of the month to Primary Contact. Invoice must include detail of work completed and any receipts for pre-approved administrative expenses. Payment will be made within 30 business days of invoice approval.

Fees. Contractor shall be responsible for all associated bank fees.

Exhibit "D"

Federal and PRICE Program Contract Provisions

This Exhibit D is incorporated into and made a part of the Master Services Agreement (the "Agreement") between ROC USA and Contractor and each SOW issued under it. The Services are funded in whole or in part with federal financial assistance awarded to ROC USA by HUD under the PRICE program. Capitalized terms not defined in this Exhibit have the meanings given in the Agreement. A provision that applies only above a dollar threshold, or only to a type of work, applies when the Agreement, an SOW, or a subcontract meets that threshold or includes that work. References to "Contractor" include Contractor's Subcontractors at every tier where the context requires.

D.1 Federal Award Information. The following information is provided as required by 2 CFR 200.332 and for Contractor's reference:

Federal awarding agency: U.S. Department of Housing and Urban Development (HUD)

Program: Preservation and Reinvestment Initiative for Community Enhancement (PRICE) – Main

Assistance Listing number: 14.024

Federal Award Identification Number (FAIN): [B-23-PR-11-0002]

Recipient: ROC USA, LLC

Period of performance end date: [Insert end date from PRICE Grant Agreement]. All Services must be performed, and all PRICE funds paid to Contractor, by the PRICE End Date defined in Section 5(a) of the Agreement, which will be no later than September 20, 2032.

Contractor status: Contractor (not a subrecipient) under 2 CFR 200.331

D.2 Governing Federal Requirements. Contractor shall perform the Services in compliance with all federal requirements that apply to the Services and to the Federal Award, including: the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Consolidated Appropriations Act, 2024 (Public Law 118-42); Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.) ("HCDA"); the PRICE Notice of Funding Opportunity; the Community Development Block Grant regulations at 24 CFR part 570, as modified by the waivers and alternative requirements applicable to PRICE; 2 CFR part 200, as adopted by HUD at 2 CFR part 2400; the PRICE Grant Agreement; and applicable HUD notices, directives, and guidance (collectively, the "Federal Requirements").

D.3 Federal Government Not a Party. The Federal Government is not a party to the Agreement and is not subject to any obligations or liabilities to ROC USA, Contractor, or any other party pertaining to any matter resulting from the Agreement.

D.4 Administrative, Contractual, and Legal Remedies (2 CFR part 200, Appendix II(A); 2 CFR 200.339). If Contractor violates or breaches the Agreement, an SOW, or the Federal Requirements, ROC USA may, in addition to any other remedy available under the Agreement or at law or in equity, take one or more of the following actions:

(a) temporarily withhold payment until the deficiency is corrected;

(b) disallow all or part of the cost of the activity or action not in compliance;

(c) require Contractor to correct or re-perform deficient work at no additional cost to

ROC USA;

(d) decline to issue further SOWs under the Agreement;

(e) suspend or terminate the Agreement or any SOW, in whole or in part, under Section D.5;

(f) recover from Contractor the excess costs of obtaining substitute services; and

(g) refer the matter to HUD for possible suspension or debarment under 2 CFR part 180 and 2 CFR part 2424.

ROC USA's remedies are cumulative and not exclusive.

D.5 Termination for Cause and for Convenience (2 CFR part 200, Appendix II(B)).

(a) Termination for cause. ROC USA may terminate the Agreement or any SOW, in whole or in part, for cause if Contractor fails to perform any material obligation, including compliance with the Federal Requirements, and does not cure the failure within ten (10) days after written notice from ROC USA, or within any longer period ROC USA allows in writing. Upon termination for cause, ROC USA will pay Contractor only for Services performed and accepted before the effective date of termination, less any amounts owed to ROC USA, and Contractor shall be liable for ROC USA's reasonable excess costs of obtaining substitute services. If it is later determined that Contractor was not in default, the termination will be treated as a termination for convenience.

(b) Termination for convenience. ROC USA may terminate the Agreement or any SOW, in whole or in part, for its convenience upon thirty (30) days' written notice to Contractor. ROC USA will pay Contractor for Services performed and accepted through the effective date of termination and for reasonable, allowable, and documented costs of settling and closing out the terminated work. Contractor shall not be paid anticipated profit on Services not performed.

(c) Termination due to federal funding. ROC USA may suspend or terminate the Agreement or any SOW immediately upon written notice if HUD suspends, terminates, or reduces the Federal Award or the funds supporting the Services, or upon the PRICE End Date.

(d) Contractor's obligations. Upon receipt of a notice of termination, Contractor shall stop work as directed, place no further subcontracts or orders for the terminated work, take reasonable steps to minimize costs, and deliver to ROC USA all Work Product and records in accordance with Section 5(d) of the Agreement and Section D.17.

(e) Relationship to Section 5. This Section D.5 supplements Section 5 of the Agreement. If they conflict, this Section D.5 controls with respect to ROC USA's termination rights and the basis for settlement.

D.6 Nondiscrimination and Equal Opportunity (2 CFR part 200, Appendix II(C)).

(a) Nondiscrimination. Contractor shall not discriminate against any employee or applicant for employment, or against any person in the provision of the Services, on any basis prohibited by applicable federal, state, or local law. To the extent applicable, Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 24 CFR part 1; Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.); the Fair Housing Act (42 U.S.C. 3601–3619) and 24 CFR part 100; Section 109 of the HCDA (42 U.S.C. 5309) and 24 CFR part 6;

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 24 CFR part 8; the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) and 24 CFR part 146; and HUD's equal access requirements at 24 CFR 5.105(a)(2) and 5.106.

(b) Federally assisted construction. If any SOW or subcontract is a federally assisted construction contract, Contractor shall include in it, and comply with, the equal opportunity clause required by 2 CFR part 200, Appendix II(C), to the extent that clause remains in effect and is required by applicable law at the time the SOW or subcontract is executed.

(c) Language access and accessibility. Contractor shall provide meaningful access to persons with limited English proficiency consistent with ROC USA's language access procedures and HUD guidance; shall provide reasonable accommodations and effective communication for persons with disabilities; and shall ensure that electronic documents, reports, forms, websites, and other information and communication technology delivered under the Agreement conform to Section 508 of the Rehabilitation Act and WCAG 2.1 Level AA, unless ROC USA approves an exception in writing.

D.7 Davis-Bacon and Related Acts; Copeland "Anti-Kickback" Act (2 CFR part 200, Appendix II(D)).

(a) Applicability. The Services are professional services. Davis-Bacon labor standards apply to construction work financed in whole or in part with PRICE funds as provided in Section 110 of the HCDA (42 U.S.C. 5310) and the Federal Requirements. If any SOW or subcontract includes construction, alteration, or repair work performed by laborers or mechanics that is subject to those labor standards (for example, test borings, excavation, or other field work), Contractor shall comply with, and include in each covered subcontract, the contract clauses at 29 CFR 5.5(a), the applicable wage determination, and form HUD-4010, Federal Labor Standards Provisions, each of which is incorporated by reference.

(b) Copeland "Anti-Kickback" Act. For covered work, Contractor shall comply with 18 U.S.C. 874, 40 U.S.C. 3145, and 29 CFR part 3, which are incorporated by reference. Contractor shall insert in each covered subcontract the clause in this paragraph and any other clauses HUD may require by appropriate instructions, together with a clause requiring subcontractors to include these clauses in any lower-tier subcontracts. Contractor is responsible for compliance by any subcontractor or lower-tier subcontractor. A breach of these clauses may be grounds for termination of the Agreement and for debarment as a contractor and subcontractor as provided in 29 CFR 5.12.

(c) Labor standards monitoring. Where an SOW assigns Contractor labor standards monitoring responsibilities for construction contracts awarded by ROC USA, its subrecipients, or resident-owned communities, Contractor shall perform those responsibilities in accordance with 29 CFR parts 1, 3, and 5, HUD Handbook 1344.1, and the SOW, and shall promptly report suspected violations to ROC USA.

D.8 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708; 2 CFR part 200, Appendix II(E)). Where the Agreement or a subcontract exceeds $100,000 and involves the employment of mechanics or laborers, the following clauses apply:

(a) Overtime requirements. No Contractor or Subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics

shall require or permit any such laborer or mechanic, in any workweek in which the individual is employed on such work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of paragraph (a), Contractor and any Subcontractor responsible for the violation shall be liable for the unpaid wages. In addition, Contractor and such Subcontractor shall be liable to the United States for liquidated damages, computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph (a), in the amount set forth in 29 CFR 5.5(b)(2), as adjusted for inflation, for each calendar day on which the individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the required overtime wages.

(c) Withholding for unpaid wages and liquidated damages. ROC USA shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or a Subcontractor under the Agreement or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and liquidated damages under paragraph (b).

(d) Subcontracts. Contractor shall insert in any subcontract the clauses in paragraphs (a) through (e) and a clause requiring Subcontractors to include these clauses in any lower-tier subcontracts. Contractor is responsible for compliance by any Subcontractor or lower-tier subcontractor with these clauses.

(e) Safety standards. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous (40 U.S.C. 3704). These requirements do not apply to purchases of supplies, materials, or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

D.9 Rights to Inventions Made Under a Contract or Agreement (37 CFR part 401; 2 CFR part 200, Appendix II(F)). If an SOW involves experimental, developmental, or research work that meets the definition of a "funding agreement" under 37 CFR 401.2(a), and Contractor is a small business firm or nonprofit organization, Contractor shall comply with 37 CFR part 401 and any implementing regulations issued by HUD.

D.10 Clean Air Act and Federal Water Pollution Control Act (2 CFR part 200, Appendix II(G)). If the Agreement or a subcontract exceeds $150,000, Contractor agrees to comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387). Contractor shall report each violation to ROC USA and understands that ROC USA will report each violation as required to HUD and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in each subcontract exceeding $150,000 that is paid in whole or in part with PRICE funds.

D.11 Debarment and Suspension (Executive Orders 12549 and 12689; 2 CFR part 180; 2 CFR part 2424; 2 CFR part 200, Appendix II(H)).

(a) The Agreement is a covered transaction for purposes of 2 CFR part 180 and 2 CFR part 2424. Contractor shall verify that neither Contractor, its principals (as defined at 2 CFR 180.995), nor its affiliates (as defined at 2 CFR 180.905) are excluded (as defined at 2 CFR 180.940) or disqualified (as defined at 2 CFR 180.935), and that none is subject to a HUD Limited Denial of Participation.

(b) Contractor shall comply with 2 CFR part 180, subpart C, and 2 CFR part 2424 throughout the term of the Agreement and shall include a requirement to comply with these regulations in any lower-tier covered transaction it enters into. Before entering into any lower-tier covered transaction, Contractor shall verify in SAM.gov that the Subcontractor and its principals are not excluded and shall retain a record of the verification.

(c) Contractor's certification in Exhibit E is a material representation of fact relied upon by ROC USA. If it is later determined that Contractor did not comply with 2 CFR part 180, subpart C, and 2 CFR part 2424, in addition to remedies available to ROC USA, the Federal Government may pursue available remedies, including suspension and debarment.

(d) Contractor shall provide immediate written notice to ROC USA if Contractor learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances, and shall maintain an active SAM.gov registration with a Unique Entity Identifier (UEI) throughout the term of the Agreement.

D.12 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352; 24 CFR part 87; 2 CFR part 200, Appendix II(I)). Contractors that apply or bid for an award exceeding $100,000 must file the certification in Exhibit E. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award, using Standard Form LLL, Disclosure of Lobbying Activities. Such disclosures are forwarded from tier to tier up to ROC USA. Contractor shall include this clause and the certification in each subcontract exceeding $100,000.

D.13 Procurement of Recovered Materials (2 CFR 200.323; 2 CFR part 200, Appendix II(J)). Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and 40 CFR part 247. Where the purchase price of an item designated by the Environmental Protection Agency exceeds $10,000, or the value of the quantity acquired during the preceding fiscal year exceeded $10,000, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the performance schedule, cannot meet contract performance requirements, or cannot be acquired at a reasonable price. Information about this requirement and the list of EPA-designated items is available on EPA's Comprehensive Procurement Guideline website.

D.14 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216; Section 889 of Public Law 115-232; 2 CFR part 200, Appendix II(K)). Contractor shall not use PRICE funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services include: (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; and (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be owned or controlled by, or otherwise connected to, the government of a covered foreign country. Contractor shall promptly notify ROC USA if it identifies covered equipment or services used in performance of the Agreement.

D.15 Domestic Preferences; Build America, Buy America (2 CFR 200.322; 2 CFR part 200, Appendix II(L); Public Law 117-58, §§ 70901–70927; 2 CFR part 184).

(a) Domestic preferences. As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including iron, aluminum, steel, cement, and other manufactured products), as provided in 2 CFR 200.322.

(b) Build America, Buy America. PRICE-funded infrastructure projects are subject to the Build America, Buy America ("BABA") preference. All iron, steel, manufactured products, and construction materials used in a covered infrastructure project must be produced in the United States, as defined in 2 CFR part 184 and HUD's implementing guidance, unless HUD has approved an applicable waiver or the item is otherwise excepted.

(c) Contractor BABA responsibilities. Where an SOW assigns Contractor BABA responsibilities, Contractor shall review specifications and solicitation documents for inclusion of BABA requirements; collect and review manufacturer and supplier certifications and supporting documentation; track covered materials against BABA requirements; identify potential noncompliance and waiver needs early enough to avoid delay; support ROC USA in preparing any waiver request; and maintain BABA compliance records. Contractor shall not represent to any party that a waiver has been approved unless HUD has approved it in writing.

D.16 Access to Records; Audit; Monitoring (2 CFR 200.337).

(a) Contractor shall provide ROC USA, HUD, the HUD Office of Inspector General, the Comptroller General of the United States, and any of their authorized representatives timely and reasonable access to any books, documents, papers, electronic data, and other records of Contractor that are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions, and access to Contractor's personnel for interview and discussion related to such records. This right includes access to construction or other work sites pertaining to work under the Agreement.

(b) Contractor shall permit any of the foregoing parties to reproduce records by any means whatsoever, or to copy excerpts and transcriptions, as reasonably needed.

(c) No provision of the Agreement, including Sections 5(e), 8, and 17(g), limits these rights or prohibits audits, investigations, or reviews by HUD, the HUD Office of Inspector General, or the Comptroller General.

(d) Contractor shall cooperate fully with any monitoring, audit, investigation, or HUD-sponsored program evaluation related to the Federal Award, including by providing timely access to data, records, and personnel.

D.17 Record Retention (2 CFR 200.334; 24 CFR 570.502 and 570.506). Contractor shall maintain financial records, supporting documents, statistical records, and all other records pertinent to the Agreement in a manner that supports ROC USA's compliance with 24 CFR 570.506 and the PRICE Grant Agreement. Contractor shall retain those records for the longest of: (a) the period stated in Section 9(c) of the Agreement; (b) three (3) years after the date ROC USA submits its final financial report for the Federal Award to HUD, as notified by ROC USA; (c) any longer period required by the PRICE Grant Agreement; or (d) if any litigation, claim, audit, or other action involving the records starts before the end of the applicable period, until it is resolved and final action taken. At the end of the retention period, or earlier if ROC USA requests, Contractor shall transfer the records to ROC USA in an organized, accessible electronic format and shall dispose of personal information only as directed by ROC USA.

D.18 Rights in Data and Work Product (2 CFR 200.315). In addition to ROC USA's rights under Section 9 of the Agreement, HUD reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, for federal purposes, any work subject to copyright developed under the Agreement, or for which ownership was acquired under the Agreement, and any data produced under the Agreement. Contractor shall not assert any right in Work Product that is inconsistent with this Section.

D.19 Conflicts of Interest; Gratuities; Contingent Fees (2 CFR 200.318(c); 2 CFR 200.319(b); 24 CFR 570.611).

(a) Personal conflicts. Contractor represents that, to the best of its knowledge after reasonable inquiry and except as disclosed to ROC USA in writing before execution of the Agreement: (i) no officer, employee, agent, or board member of ROC USA, no member of that person's immediate family, no partner of that person, and no organization that employs or is about to employ any of them, has a financial or other interest in, or will receive a tangible personal benefit from, Contractor or the Agreement; and (ii) no person described in 24 CFR 570.611(b) who exercises or has exercised any functions or responsibilities with respect to PRICE-funded activities, or who is in a position to participate in a decision-making process or gain inside information with regard to those activities, has or will obtain a financial interest in or benefit from the Agreement, or an interest in any contract, subcontract, or agreement with respect to it, either for that person or for those with whom that person has business or immediate family ties, during that person's tenure or for one year after it.

(b) Organizational conflicts. Contractor represents that it has no organizational conflict of interest, meaning a situation in which, because of other activities or relationships, Contractor is unable or potentially unable to render impartial assistance or advice to ROC USA, Contractor's objectivity in performing the work is or might be impaired, or Contractor has an unfair competitive advantage. During the term of the Agreement: (i) Contractor, its Affiliates, and its Subcontractors shall not serve as the design professional, engineer of record, or construction

contractor, or supply materials, on any project that Contractor oversees under the Agreement; (ii) if Contractor helps prepare specifications, requirements, statements of work, invitations for bids, or requests for proposals for a ROC USA procurement, Contractor and its Affiliates are excluded from competing for that procurement; (iii) Contractor shall not use non-public information obtained under the Agreement to gain a competitive advantage in any other procurement; and (iv) Contractor shall not perform work for a construction contractor, design firm, or supplier whose work Contractor oversees for ROC USA without ROC USA's prior written approval.

(c) Disclosure and mitigation. Contractor shall disclose to ROC USA in writing, within five (5) business days after learning of it, any actual, apparent, or potential conflict of interest, together with the measures Contractor has taken or proposes to take to avoid, neutralize, or mitigate it. ROC USA may require mitigation, restrict the work, seek an exception from HUD where permitted by 24 CFR 570.611(d), or terminate the Agreement or the affected SOW. Failure to disclose a known conflict is grounds for termination for cause.

(d) Gratuities. Contractor shall not offer or give any gratuity, favor, or anything of monetary value to any officer, employee, agent, or board member of ROC USA, or to personnel of ROC USA's subrecipients or of resident-owned communities who are involved in PRICE-funded activities.

(e) Interest of Members of Congress. No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of the Agreement or to any benefit arising from it.

(f) Contingent fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement under an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach of this warranty, ROC USA may terminate the Agreement without liability or deduct the amount of the commission, percentage, brokerage, or contingent fee from amounts otherwise due to Contractor.

(g) Flow-down. Contractor shall include the substance of this Section D.19 in each subcontract and consulting agreement in which the Subcontractor may be in a position to influence the advice or assistance provided to ROC USA.

D.20 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u; 24 CFR part 75).

(a) The work performed under the Agreement is subject to Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), and HUD's regulations at 24 CFR part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD financial assistance are, to the greatest extent feasible and consistent with existing federal, state, and local laws and regulations, directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities to those persons.

(b) To the greatest extent feasible, Contractor shall provide employment and training opportunities arising in connection with Section 3 projects to Section 3 workers

and Targeted Section 3 workers, and contracting opportunities to Section 3 business concerns, as those terms are defined in 24 CFR part 75.

(c) Contractor shall track and report labor hours and contracting activity, including total labor hours and labor hours worked by Section 3 workers and Targeted Section 3 workers, and its qualitative efforts, in the form and at the frequency required by ROC USA (at least quarterly), and shall maintain supporting documentation.

(d) By executing the Agreement, Contractor certifies that it is under no contractual or other impediment that would prevent it from complying with 24 CFR part 75. Contractor shall include this Section D.20 in every subcontract subject to 24 CFR part 75 and shall not subcontract with any person that Contractor knows has been found in violation of 24 CFR part 75. Noncompliance with 24 CFR part 75 may result in sanctions, termination of the Agreement for default, and debarment or suspension from future HUD-assisted contracts.

D.21 Affirmative Steps for Small and Disadvantaged Businesses (2 CFR 200.321). If Contractor subcontracts any part of the Services, Contractor shall take all necessary affirmative steps to assure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible, including: (a) placing qualified firms on solicitation lists; (b) assuring that such firms are solicited whenever they are potential sources; (c) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation; (d) establishing delivery schedules, where the requirement permits, that encourage participation; (e) using the services and assistance, as appropriate, of the U.S. Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (f) requiring its Subcontractors to take the same steps. Contractor shall document its outreach and selection results and report them to ROC USA on request.

D.22 Environmental Review; Choice-Limiting Actions (National Environmental Policy Act; 24 CFR part 50).

(a) HUD performs the environmental review for PRICE-funded projects under 24 CFR part 50. Until HUD has completed the environmental review and approved the project, neither ROC USA, its subrecipients, nor any contractor (including Contractor) may acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for the project, or commit or expend HUD or non-HUD funds for those activities.

(b) Contractor shall not take, direct, authorize, or recommend that any party proceed with any choice-limiting action for a project before ROC USA confirms in writing that HUD's environmental approval has been obtained. Before that confirmation, Contractor's Services for the project are limited to activities that do not limit the choice of reasonable alternatives, such as planning, design, environmental and engineering studies, and other activities that are exempt under 24 CFR part 50.

(c) Contractor shall implement and track the mitigation measures and conditions identified in HUD's environmental review for projects within its SOW, and shall promptly notify ROC USA of any change in a project's scope, location, or conditions that may require re-evaluation of the environmental review.

D.23 Other Program Requirements. To the extent applicable to the Services or any SOW, Contractor shall comply with, and support ROC USA's compliance with: (a) the

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq.) and 49 CFR part 24, and Section 104(d) of the HCDA (42 U.S.C. 5304(d)) and 24 CFR part 42, subpart C; (b) the Lead-Based Paint Poisoning Prevention Act and the Residential Lead-Based Paint Hazard Reduction Act and 24 CFR part 35, and EPA's Renovation, Repair, and Painting Rule at 40 CFR part 745; (c) the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973; (d) Section 106 of the National Historic Preservation Act (54 U.S.C. 306108) and 36 CFR part 800; (e) the national objective, eligibility, affordability, and reporting requirements applicable to PRICE-funded activities; and (f) the mandatory standards and policies relating to energy efficiency contained in the applicable state energy conservation plan issued under the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq.).

D.24 Drug-Free Workplace; Trafficking in Persons; Whistleblower Protections.

(a) Drug-free workplace. Contractor shall provide and maintain a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101 et seq.) and HUD's implementing regulations at 2 CFR part 2429.

(b) Trafficking in persons. Contractor, its employees, and its Subcontractors shall not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor during the term of the Agreement, consistent with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) and 2 CFR part 175. Contractor shall notify ROC USA immediately of any credible information that an employee or Subcontractor has violated this paragraph, and ROC USA may terminate the Agreement without penalty for such a violation.

(c) Whistleblower protections. Contractor shall inform its employees in writing, in the predominant language of the workforce, of their rights and remedies under 41 U.S.C. 4712, and shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information described in 41 U.S.C. 4712(a).

D.25 Fraud, False Claims, and Mandatory Reporting. Contractor acknowledges that the False Claims Act (31 U.S.C. 3729–3733), the Program Fraud Civil Remedies Act (31 U.S.C. chapter 38), and 18 U.S.C. 1001 apply to Contractor's actions pertaining to the Agreement. Contractor shall promptly report to ROC USA, and may report directly to the HUD Office of Inspector General, any credible evidence that a principal, employee, agent, Subcontractor, or other person has committed fraud, bribery, a gratuity violation, a conflict of interest violation, a violation of the False Claims Act, or other waste, fraud, abuse, or misconduct involving PRICE funds, and shall cooperate fully with any resulting inquiry or investigation.

D.26 Allowable Costs; Payment from Federal Funds; Disallowed Costs.

(a) Allowable costs. Costs charged to the Agreement must be reasonable, allocable, and allowable under 2 CFR part 200, subpart E, and consistent with the Agreement and the applicable SOW.

(b) Prohibited pricing. The cost-plus-a-percentage-of-cost and percentage-of-construction-cost methods of contracting shall not be used (2 CFR 200.324(d)), and no fee shall be calculated as a percentage of construction cost or project value.

(c) Payment from federal funds. For any portion of compensation payable from federal funds, Contractor will be paid only from PRICE funds ROC USA actually receives. ROC USA's failure to receive anticipated federal funds is not a breach of the Agreement or an excuse for Contractor's nonperformance.

(d) Start of work. Contractor shall not begin work or incur costs to be charged to the Agreement until the Agreement is fully executed, ROC USA issues a written notice to proceed, and an SOW covering the work has been signed by both Parties. ROC USA will not pay for costs incurred after the PRICE End Date. Contractor shall submit invoices for Services performed before the PRICE End Date within the time ROC USA directs in writing so that ROC USA can pay them before that date.

(e) Invoice certification (2 CFR 200.415). Each invoice shall include the following certification, signed by an official authorized to legally bind Contractor: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

(f) Disallowed costs. If HUD, an auditor, or ROC USA determines that any amount paid to Contractor is unallowable, unsupported, or was paid for Services not performed in compliance with the Agreement or the Federal Requirements, Contractor shall repay the amount to ROC USA within thirty (30) days after written demand, and ROC USA may offset the amount against any payment otherwise due to Contractor. This obligation is not subject to the limitations in Section 14 of the Agreement.

D.27 Safeguarding Personal Information and Resident Files. Contractor shall use personally identifiable information and resident or beneficiary files obtained in connection with the Agreement only for authorized purposes; restrict access to personnel with a need to know; maintain reasonable administrative, technical, and physical safeguards consistent with 2 CFR 200.303(e); require confidentiality commitments from personnel with access; and report any actual or suspected loss, breach, or unauthorized disclosure to ROC USA within twenty-four (24) hours after discovery. This Section supplements Sections 10(d) and 11 of the Agreement.

D.28 Publicity; Use of HUD Name and Seal. Contractor shall not use the HUD name, seal, or logo, or state or imply HUD endorsement of Contractor or its services, without the prior written approval of ROC USA and, where required, HUD. Reports, publications, and other materials produced under the Agreement for public distribution shall acknowledge HUD funding in the form directed by ROC USA.

D.29 Seat Belt Use and Text Messaging While Driving. Consistent with Executive Orders 13043 and 13513, Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles, and policies that ban text messaging while driving.

D.30 PRICE Grant Agreement Terms; Changes in Requirements; Provisions Deemed Inserted.

(a) PRICE Grant Agreement terms. Contractor shall comply with the terms and conditions of the PRICE Grant Agreement, and any HUD directives issued under it, that apply to contractors or to the Services, as communicated to Contractor by ROC USA, to the extent those terms and conditions are in effect and enforceable.

(b) Changes in requirements. If any Federal Requirement, wage determination, or

PRICE Grant Agreement term is added or changed after the Effective Date, ROC USA will notify Contractor in writing, and the Parties shall amend the Agreement or the affected SOW to incorporate the change. If the change materially affects Contractor's cost or time of performance, the Parties shall negotiate an equitable adjustment.

(c) Provisions deemed inserted. Each provision of law and each clause required by the Federal Requirements to be included in the Agreement is deemed to be included, and the Agreement shall be read and enforced as though it were included. If any such provision is omitted or incorrectly stated, the Agreement shall be amended to make the insertion or correction at the request of either Party.

D.31 Flow-Down and Subcontract Oversight. Contractor shall include each applicable provision of this Exhibit D in every subcontract and lower-tier agreement under the Agreement, modified only as necessary to identify the parties, and shall require its Subcontractors to do the same. A provision applies at a lower tier when its subject matter, dollar threshold, or the Federal Requirements so require. Contractor shall maintain a clause applicability checklist for each subcontract and provide it to ROC USA on request. Contractor remains responsible for compliance by its Subcontractors at every tier. Failure to include or comply with a required clause is grounds for corrective action, withholding, disallowance, or termination.

D.32 Continued Performance; Labor Standards Disputes. Contractor shall proceed diligently with performance of the Agreement pending final resolution of any dispute and shall comply with ROC USA's written directions. Disputes arising out of labor standards provisions shall not be subject to Section 17(g) of the Agreement and shall be resolved in accordance with the procedures of the Department of Labor at 29 CFR parts 5, 6, and 7.

Exhibit "E"

Contractor Certifications

Contractor shall complete, sign, and deliver this Exhibit E to ROC USA before performing any Services. Each certification is a material representation of fact upon which ROC USA relies in entering into the Agreement.

E.1 Certification Regarding Lobbying (31 U.S.C. 1352; 24 CFR part 87)

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. Contractor understands and agrees that the provisions of 31 U.S.C. 3801 et seq. apply to this certification and disclosure, if any.

E.2 Certification Regarding Debarment, Suspension, and Other Responsibility Matters (2 CFR part 180; 2 CFR part 2424)

Contractor certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from covered transactions by any federal department or agency, or subject to a HUD Limited Denial of Participation;

(2) Have not, within the three-year period preceding the Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in paragraph (2); and

(4) Have not, within the three-year period preceding the Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

If Contractor is unable to certify to any of the statements above, Contractor shall attach an explanation. Contractor shall provide immediate written notice to ROC USA if it learns that this certification was erroneous when submitted or has become erroneous because of changed circumstances.

E.3 Conflict of Interest and Contingent Fee Certification

(1) Except as disclosed in an attachment to this Exhibit E, Contractor has no actual, apparent, potential, or organizational conflict of interest as described in Section D.19 of Exhibit D.

(2) Contractor has not employed or retained any person or company, other than bona fide employees working solely for Contractor, to solicit or secure the Agreement, and has not paid or agreed to pay any such person or company any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of the Agreement.

(3) Contractor will disclose to ROC USA in writing any conflict of interest that arises during the term of the Agreement in accordance with Section D.19(c) of Exhibit D.

E.4 Section 3 Acknowledgment

Contractor acknowledges the requirements of Section D.20 of Exhibit D and certifies that it is under no contractual or other impediment that would prevent it from complying with 24 CFR part 75.

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

Date: _____

Attachments (if any): ☐ Standard Form LLL ☐ Explanation under E.2 ☐ Conflict of interest disclosure under E.3

Attachment G – Reference Form

Instructions

- Complete one form for each engagement described in the project profiles in Tab 4. Submit at least three (3) forms. The engagements must meet the minimum experience requirement in Section 5.3: performed by the proposer as prime contractor within the past five (5) years, with at least two (2) funded in whole or in part with federal funds and subject to federal cross-cutting requirements.
- An engagement still underway may count if the proposer has provided services under it for at least 12 months as of the proposal due date.
- Experience of a proposed subcontractor, or of key personnel at a prior employer, may be submitted on additional forms but must be identified in Part A. It does not satisfy the prime contractor's minimum experience requirement unless ROC USA states otherwise by addendum.
- The reference contact must be a representative of the client who directly oversaw the proposer's work and who has agreed to be contacted. The contact may not be an employee, owner, or affiliate of the proposer or of any proposed subcontractor.
- ROC USA will check references for proposers invited to interviews and may contact other parties with knowledge of the proposer's past performance, including parties not listed (Sections 5.3 and 7.6). Results are considered under Factor 4 and in the responsibility determination. If ROC USA cannot reach a reference after reasonable attempts, it may evaluate the engagement on the information available.
- Complete every field. Enter "N/A" where a field does not apply. Completed forms do not count toward the Technical Proposal page limit (Section 6.2).

Part A – Proposer and Engagement Identification	
Proposer Legal Name	
Reference Form Number	Engagement ___ of ___
Engagement / Project Name	
Experience Belongs to (Check One)	☐ Proposer, as prime contractor ☐ Proposer, as subcontractor to: _____ ☐ Proposed subcontractor: _____ ☐ Key person at prior employer – name / employer: _____
Used to Meet Section 5.3 Minimum?	☐ Yes – counts toward the three (3) required engagements ☐ No – supplemental

Part B – Client and Reference Contact	
Client Organization	
Client Address	
Reference Contact Name and Title	
Reference Phone and Email	
Contact's Role on the Engagement	
Alternate Contact (Name, Title, Phone, Email)	
Contact Has Agreed to Be Contacted	☐ Yes

Part C – Engagement Details	
Start Date (Month/Year)	
End Date (Month/Year)	
Current Status	☐ Completed ☐ Underway – months of service to date: _____ ☐ Terminated early – explain in Part H
Original Contract Value	$
Final or Current Contract Value (Including Amendments)	$
Total Value of Construction Managed	$

Number of Projects or Sites	
Locations (Cities and States)	
Funding Sources	Federal agency and program(s) (e.g., HUD CDBG, CDBG-DR, HOME; EPA SRF; USDA Rural Development): _____ Federal share of project funding (approx. %): _____ Other funding (state, local, private): _____
Contract Type	☐ Fixed price ☐ Time and materials / hourly ☐ Task order ☐ Other: _____

Part D – Services Provided

Check each service the proposer performed on this engagement. The tasks correspond to Sections 3.3 through 3.11 of the RFP.

✓	Service (RFP Section)	Brief Description of the Work Performed
☐	Program Management Office Start-Up and Administration (3.3)	
☐	Project Planning and Pre-Development (3.4)	
☐	Engineering and Design Services Procurement Support (3.5)	
☐	Construction Procurement Support (3.6)	
☐	Construction Management and Oversight (3.7)	
☐	Federal Cross-Cutting Compliance Support (3.8)	
☐	Financial Management and Payment Review (3.9)	
☐	Reporting, Monitoring, and Recordkeeping (3.10)	
☐	Project and Program Closeout (3.11)	

Narrative (250 words or fewer): Describe the engagement, the proposer's role, and how the work relates to the Scope of Services in Section 3.

Part E – Federal Requirements

Identify the federal requirements that applied to this engagement and whether the proposer was responsible for supporting or monitoring compliance.

Requirement	Applied? (Y/N)	Proposer's Role (e.g., Monitored, Documented, Reported)
2 CFR part 200 (Uniform Guidance), Including Procurement Standards		
Davis-Bacon and Related Acts Labor Standards (Certified Payroll Review, Employee Interviews, Restitution)		
Environmental Review (NEPA; 24 CFR part 50 or 58), Including Choice-Limiting Action Controls		
Build America, Buy America (BABA)		
Section 3 (24 CFR part 75)		
Uniform Relocation Act / HCDA Section 104(d)		
Accessibility (Section 504 / ADA)		
Lead-Based Paint (24 CFR part 35)		
Other (Specify):		

Part F – Preferred Experience (Section 5.3)

Check each type of preferred experience this engagement demonstrates. These items are considered in evaluation under Factor 4 and are not required to pass Step 1.

☐ HUD-funded projects, 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 requiring coordination 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

Part G – Key Personnel on This Engagement

List each proposed key person who worked on this engagement.

Name	Proposed Role for ROC USA	Role on This Engagement	Dates on Engagement	Firm at the Time

Part H – Performance Issues

For this engagement, has any of the following occurred? If yes, explain the circumstances, the resolution, and the current status. These responses should be consistent with the disclosures in Tabs 7 and 11.

Event	Yes	No
Monitoring or Audit Findings, or Questioned or Disallowed Costs	☐	☐
Cure Notice, Show-Cause Notice, or Corrective Action Plan	☐	☐
Termination for Cause or Default, or Termination for Convenience	☐	☐
Claims, Disputes, or Litigation Between the Proposer and the Client	☐	☐
Fee Reductions, Liquidated Damages, or Withheld Payments	☐	☐
Replacement of Key Personnel Requested by the Client	☐	☐

Explanation:

Part I – Proposer Certification

I certify that the information on this form is true, complete, and accurate to the best of my knowledge; that the reference contact has agreed to be contacted; and that I authorize ROC USA to contact the reference and any other party with knowledge of the proposer's performance on this engagement. I understand that false or misleading information may result in rejection of the proposal, rescission of an award, or termination of the contract, and may subject the proposer to penalties under 18 U.S.C. 1001.

Signature	
Name and Title	
Date	

Attachment G – Reference Check Questionnaire

For ROC USA use only. Proposers do not complete this section.

ROC USA will use these standard questions for every reference so that past performance is evaluated on a consistent basis. The interviewer will record the responses and the rating for each question and place the completed questionnaire in the procurement file.

Proposer	
Engagement (Attachment G Form No.)	
Reference Contacted (Name, Title, Organization)	
Date, Time, and Method of Contact	
ROC USA Interviewer	

Verification of Facts		
Item on Proposer's Form	**Confirmed? (Y/N)**	**Notes on Any Difference**
Proposer's Role and Services Provided		
Engagement Dates and Status		
Contract Value and Construction Value Managed		
Federal Funding and Requirements That Applied		
Key Personnel and Their Roles		

Performance Questions

Rating key: E = Excellent; G = Good; A = Acceptable; M = Marginal; U = Unacceptable; N/A = Not applicable or no knowledge.

#	Question	Rating	Notes
1	How would you rate the overall quality and accuracy of the firm's work products (reports, inspections, reviews)?		
2	How well did the firm keep projects on schedule and alert you early to schedule risks?		
3	How effective was the firm at controlling costs, including reviewing change orders and payment applications for reasonableness?		
4	How well did the firm support compliance with federal requirements (for example, Davis-Bacon, environmental review, BABA, Section 3)? Were there any monitoring or audit findings related to its work?		

#	Question	Rating	Notes
5	How well did the firm oversee construction contractors and resolve field issues?		
6	How responsive was the firm, and how well did it communicate with your staff and other stakeholders?		
7	If applicable, how well did the firm work with residents or occupants during construction?		
8	How would you rate the performance of the key personnel? Did the firm keep the same key staff throughout, and how did it handle any staffing changes?		
9	How well did the firm manage multiple projects or sites at the same time?		
10	How complete and well organized were the firm's records, invoices, and closeout documentation?		
11	Did you issue any cure notices, withhold payments, or have any disputes with the firm? If so, how were they resolved?	Narrative	
12	Would you hire this firm again for similar work? Why or why not?	Narrative	
13	Is there anything else ROC USA should know about the firm's performance?	Narrative	

Summary	
Overall Past Performance Assessment for This Engagement	☐ Excellent ☐ Good ☐ Acceptable ☐ Marginal ☐ Unacceptable
Significant Strengths	
Significant Weaknesses or Concerns	
Interviewer Signature and Date	