

MRA/CCPPI

THIRD WARD COMPLETE COMMUNITY

AFFORDABLE HOMES FOR-SALE PROJECT

REQUEST FOR PROPOSALS
#2022-01

ISSUED BY:



midtown
HOUSTON

Midtown Redevelopment Authority



Center for Civic and Public Policy Improvement

**THIRD WARD COMPLETE COMMUNITY
AFFORDABLE HOMES FOR-SALE PROJECT
REQUEST FOR PROPOSALS 2022-01**

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1.0 INTRODUCTION

1.1 Background and Context

For more than a decade, the Midtown Redevelopment Authority (“MRA”), which is the City of Houston’s Tax Increment Reinvestment Zone (TIRZ) Number Two, has used the majority of its affordable housing funds to acquire property in the Third Ward, MacGregor, and OST/South Union Super Neighborhoods, located in the southeastern sector of Houston. By making land that it has purchased available to affordable housing developers, MRA has incentivized the development of hundreds of units of affordable housing and plans to incentivize more than 1000 additional for-sale and rental units.



MIDTOWN REDEVELOPMENT AUTHORITY

Midtown Redevelopment Authority (MRA) administers Tax Increment Reinvestment Zone Number Two. Tax increment reinvestment zones help finance costs of redevelopment and encourage development in areas that would otherwise not attract sufficient market development in a timely manner.

MRA has acquired approximately 450 tracts of land in Southeast Houston. Some of this land has already been conveyed to developers who have constructed affordable housing; the remainder will be made available for the same purpose.

CCPPI

The nonprofit Center for Civic and Public Policy Improvement (CCPPI) was established in 2012 to promote the advancement of economic opportunities by helping needy households to secure sound and affordable housing and human services. CCPPI has teamed with the Midtown Redevelopment Authority (MRA) to achieve these ends.

1.2 Southeast Houston Affordable Housing Initiative

The **Midtown Affordable Housing Plan** introduces the *Southeast Houston Affordable Housing Initiative*. The initiative reflects a pivot in MRA’s affordable housing focus—away from land acquisition and towards the acceleration of affordable housing development and related services.

The intent of the initiative is to incentivize the production of thousands of units of affordable housing in Southeast Houston. The purpose of the *Southeast Houston Affordable Housing Initiative* is to support the development of single family



detached and two-family attached for-sale homes by making MRA-owned land tracts in the Greater Third Ward, MacGregor, and OST/South Union super neighborhoods available to affordable homebuilders at nominal cost.

Developers are periodically invited to submit proposals for consideration for participation in the *Southeast Houston Affordable Housing Initiative*. The most recent is this Request for Proposals, which introduces the Sixty-Unit For Sale Affordable Housing Program that targets the Third Ward Super Neighborhood for the development of single family detached homes. Sixty MRA-owned tracts lots are being made available for this new initiative. These tracts are identified in **Exhibits A and B**.

1.3 Role of MRA

As the owner of the tracts of land that are the subject of this RFP, MRA will ultimately enter into a Development and Purchase Agreement with the selected Respondent(s). MRA conveys sites on terms as necessary to ensure financial feasibility and long-term affordability.

1.4 Role of CCPPI

This RFP is being issued jointly by MRA and CCPPI (the “Collaborators”), pursuant to a planning grant agreement between MRA and CCPPI. Thusly, CCPPI will collaborate with MRA in all aspects of the reviews of responses that are submitted pursuant to this RFP. CCPPI will manage all communications with Respondents.

2.0 SCHEDULE OF EVENTS

The schedule of events that follows represents the estimation of the timetable that will be followed in connection with this RFP.

EVENT	DATE & TIME	OTHER INFORMATION
RFP Release Date	5/25/2022	N/A
Deadline for Questions or Comments	6/8/2022	All questions and comments must be submitted via email to development@ccppi.org .
Virtual RFP Pre-Bid Conference	6/15/2022	The virtual pre-bid conference will be held utilizing Zoom. Please provide notification of intent to participate by sending an email to development@ccppi.org by 4:00 p.m. CDT on Tuesday, June 12, 2022. Please provide your entity name, and the names and email addresses of those wishing to participate. CCPPI will transmit Zoom credentials via email.
RFP Response Due	7/20/2022	Responses shall be submitted to development@ccppi.org . Responses must be received by 4 p.m. CDT on the specified date. Responses received after the due date and time will not be accepted. No exceptions.

MRA and CCPPI (“the Collaborators”) reserve the right, at their sole discretion, to adjust this schedule of events as it deems necessary. In the event of a re-adjustment, CCPPI will communicate such adjustment in the form of an addendum to this RFP.

3.0 REQUIRED QUALIFICATIONS

Respondents must demonstrate experience and expertise in the following areas:

- Developing financial proformas
- Developing project development budgets
- Developing conceptual building layouts and elevations
- Developing conceptual site plans
- Demonstrate that the respondent has constructed a housing product that is similar in type, size and quality as that included in this submission.
- MBE and M/WBE planning and compliance
- Permitting and adherence to building codes
- Ability to obtain the necessary financing for the proposed development of single-family housing
- Marketing and selling homes to qualified homebuyers

4.0 PROGRAM OVERVIEW

The intent of the *60-Unit For-Sale Affordable Homes Project* is to enable low-moderate income households to gain access to safe, sanitary affordable housing that is attractive in design, sound in construction, and in conformance with existing neighborhood character.

Land costs/Homebuyer Assistance. In support of the above goal, MRA conveys land tracts to for-profit developers at \$1.50 per square foot. Land is conveyed to nonprofit developers at no cost. MRA is subsidizing the cost of the Home by making the land available at this minimal cost. The value of the land, the “Homebuyer Assistance” is provided in the form of a Subordinate Lien Deed of Trust. Homebuyers must occupy the household for a period of twenty (20) years from the date of Homebuyer’s purchase (Affordability Period), during which certain conditions apply.

Target households and sales prices. This RFP is designed to serve households with incomes between 80% and 110% of AMI. Maximum sales prices have been established for this RFP. **Table 1** below shows allowable maximum sales prices by unit type for single family homes for households below 90% AMI and those households at or above 90 – 110% AMI.

**TABLE 1
ALLOWABLE MAXIMUM SALES PRICES**

Maximum For Sale Home Prices for Households at 90% - 110% AMI								
Home Plan Type	1	3	5	7	9	11	13	15
Home square footage/ single family detached only	1100 sq.ft.	1200 sq.ft.	1300 sq.ft.	1400 sq.ft.	1500 sq.ft.	1600 sq.ft.	1700 sq.ft.	1700 sq.ft.
Bedroom size	2BR	2BR	2BR	3BR	3BR	3BR	3BR	4BR
Sales Price	\$ 163,490	\$172,990	\$184,155	\$210,700	\$220,770	\$230,840	\$240,910	\$261,050
Maximum For Sale Home Prices for Households Below 90%								
Home Plan Type	2	4	6	8	10	12	14	16
Home square footage/ single family detached only	1100 sq.ft.	1200 sq.ft.	1300 sq.ft.	1400 sq.ft.	1500 sq.ft.	1600 sq.ft.	1700 sq.ft.	1700 sq.ft.
Bedroom size	2BR	2BR	2BR	3BR	3BR	3BR	3BR	4BR
Sales Price	\$148,841	\$157,368	\$167,226	\$192,465	\$201,233	\$210,000	\$215,000	\$245,000

Table 2 below displays the HUD income guidelines for 2022.
These guidelines are to serve as a guide to Respondents.

**TABLE 2
HUD INCOME GUIDELINES, 2022**

Household Size	80% Area Median Income (AMI)	90% Area Median Income (AMI)	100% Area Median Income (AMI)	110% Area Median Income
1-person	50,480	56,790	63,100	69,410
2-person	57,680	64,890	72,100	79,310
3-person	64,880	72,990	81,100	89,210
4-person	72,080	81,090	90,100	99,110
5-person	77,840	87,570	97,300	107,030
6-person	83,600	94,050	104,500	114,950
7-person	89,360	100,530	111,700	122,870
8-person	95,120	107,010	118,900	130,790

Available Tracts. The MRA-owned tracts of land that are targeted for this project have been divided into clusters. *(See Exhibits A and B.)* Respondents may propose to build in one or more clusters but have to bid on an entire cluster; no “cherry-picking” or “mixing and matching” shall be allowed. The proposed homes in each cluster must include a mix of homes available to households below 90% AMI and to households at 90% AMI - 110% AMI as follows:

TABLE 3

Cluster	Number of Homes	Below 90% AMI	At 90% - 110% AMI
A	11	4	7
B	7	2	5
C	10	3	7
D	10	3	7
E	10	3	7
F	12	4	8

The Respondents are free to increase the number of homes for households at or below 90% AMI. Scoring points shall be awarded for such increases. *(See 7.0.)*

Units per Tract. If, based on tract size, it is feasible to build more than one single family detached unit on a tract, this may be allowed.

Design Guidelines. Design guidelines are shown as **Exhibit C** of this document. Developers are asked to adhere to this guidance, as well as any requirements set forth in the Development and Purchases Agreement between the developer and Midtown Redevelopment Authority. Any exceptions must be approved by the collaborators.

Development and Purchase Agreements. MRA enters into development and purchase agreements with developers that are approved by action of the board at a regularly scheduled board meeting. These agreements contain terms that relate to affordability, sales price, reporting requirements, design standards, and recapture of land value.

Developer Responsibility for Costs. If selected, the Developer shall pay all costs and expenses associated with the Project. The Developer must demonstrate access to sufficient capital to perform its obligations or will have sufficient capital to perform its obligations at the time that it needs such capital.

Homebuyer Education. Pursuant to an agreement with CCPPI, the Houston Area Urban League (HAUL) provides homebuyer education training that includes guidance related to affordability terms and conditions for potential buyers who have been referred by designated developers. Since HAUL also has a pool of interested households that have not been referred by these designated developers, HAUL can potentially work with developers who successfully apply to this program to refer qualified homebuyers to them.

Alternatively, developers who successfully apply to this program may refer potential homebuyers to another local HUD-certified homebuyer education program. However, the alternate homebuyer education provider will be required to collaborate with CCPPI to ensure that its training includes guidance related to the affordability terms and conditions.

Statement Acknowledging Program Terms and Conditions. Exhibit D of this document is a Statement of Acknowledgement of Program Conditions. This notarized statement must be completed by successful Respondents (*aka* seller) and the homebuyer prior to the sale of a home under the embodied herein.

Respondent acknowledgement of homebuyer assistance and affordability period certification. Exhibit E is required to be completed by all Respondents.

Recapture Policy. The Southeast Houston Affordable Housing Initiative is designed to preserve and revitalize the communities where MRA-owned land is located. As such, the deterrence of after-market speculation is reflected in an MRA policy that is designed to recapture some of the value of the MRA-conveyed land on which a developer builds for-sale homes. Recapture conditions (*aka* known as affordability period conditions) are triggered when an original qualified homebuyer seeks to sell the home within the defined affordability period.

Tenure and Use. Homebuyers must agree to occupy any home that is purchased through this program as their principal residence. The home and any improvements constructed on the property, shall (i) be used exclusively to provide affordable housing for a period of not less than the affordability period that is being finalized at this writing; (ii) be owned and occupied by a Qualified Homebuyer as such Qualified Homebuyer's principal residence at all times during the Affordability Period, (iii) not be used as a rental house, lodging house, rooming house, hotel, "bed and breakfast", or listed on AIRBNB or other similar listing services for short-term or long-term lease or rental.

Moreover, a home shall not be used for any commercial, business, or professional purpose and must comply with the Project Specifications that will be provided to developers who successfully apply to this program via the Development Agreement that will be executed with successful applicants.

Household Defined. For-sale homes built under the program shall be occupied by a family, as defined by the United States Census Bureau. Families may be a "married couple family," "female householder, no spouse present" or "male householder, no spouse present." All people in a household who are related to the householder by birth, marriage, or adoption are regarded as members of his or her family.

Verifiable Income and Gift Toward Purchase. It is the client's responsibility to provide verifiable sources of income. Gift letters may be accepted for this program up to a total of \$10,000.00 in United States currency.

Reporting. A monthly progress report is required. Once land tracts have been conveyed to developers successfully applying to the program described herein, a format for this report will be provided.

Subsidy Layering. MRA's conveyance of land at minimum cost is a form of subsidy. Homebuyers may also seek down payment assistance and other forms of subsidy from the City of Houston and other sources, including a gift toward purchase. (See above for the condition related to gifts toward purchase.)

Developers approved for participation in the Third Ward Complete Community 60-Unit for Sale Affordable homes program are strongly encouraged to make homebuyers aware that homebuyer down payment assistance is available from the City of Houston and other sources.

Expediency. Because it is important for projects to be completed in a timely manner once land is conveyed, in the Purchase and Development Agreement with developers that are selected to participate in the program described herein, Midtown Redevelopment Authority will specify a length of time within which a project must reach completion. Projects are not deemed complete until the Midtown Redevelopment Authority has received all necessary documentation from the Developer as described herein, and the Executive Director of the Authority provides written confirmation that the Authority deems the Project completed.

Effective Period for Sales Prices Proposed Herein. Sales prices displayed in proposal responses shall be deemed effective for a period of six (6) months from the date of submission of proposal by Respondent.

5.0 ROLE OF SUCCESSFUL RESPONDENT

The successful Respondent to this RFP will perform the duties that follow.

- Engage in pre-development activities including any required environmental and geotechnical testing, architectural and engineering work, analysis of the condition of existing utilities at the site, site analysis, replating (if necessary), and financial feasibility.
- Obtain all necessary approvals and permits
- Develop and manage a project budget and implementation timetable
- Secure financing for the project
- Coordinate all development activities
- Oversee construction and ensure completion in a timely manner
- Market completed homes to eligible homebuyers
- Ensure homebuyers complete the Homebuyer Training and Certification of Income Eligibility through the Houston Area Urban League
- Perform all activities necessary to close the sale of the property to a qualified homebuyer

6.0 REQUIRED SUBMITTALS

Respondents shall submit proposals wherein required exhibits appear in alpha order and required attachments also appear in alpha order.

A. RESPONDENT INFORMATION

Please complete the worksheet shown as **Exhibit F**. Attach Respondent’s Certificate of Formation and label it **Exhibit F-1**.

B. PROJECT DESCRIPTION

Please attach a sheet labelled “*Attachment A: Project Description*,” explaining what is being proposed, in terms of design features, exterior façade, material, number of stories, types of finishes, whether garages are planned and if not, how parking will be accommodated and other design features.

Please note that additional information may be requested during the review process.

C. EXPLANATION OF ROLES AND RESPONSIBILITIES

Please attach a sheet labelled “*Attachment B: Explanation of Roles and Responsibilities*,” containing a detailed explanation of the roles and responsibilities of all team members and any other entities financially or otherwise involved in development of the homes. **Please also include an organization chart, as Attachment B-1.**

D. NAMES OF PROJECT PROFESSIONALS

Please attach a list labelled “*Attachment C: Project Professionals*.” Please include Developer, Builder (if different from Respondent), Architect, Engineer, Landscape Architect, Realtor, and other professionals to be engaged for all services, including re-platting.

E. DEVELOPMENT EXPERIENCE

Attach a sheet that is labeled “*Attachment D: Development Experience*.” Please provide a narrative that demonstrates the experience, capacity, and resources of the team with respect to planning, financing, guaranteeing, constructing single family homes and selling homes to qualified homebuyers.

Please emphasize the Respondent’s team’s previous experience developing single family detached housing of similar size, type and quality of what is being proposed. Please include the number of units built. Please include any experience the Realtor or other team members have identifying affordable homebuyers and closing sales subject to affordability restrictions.

F. FLOOR PLANS/RENDERINGS

Please attach one or more sheets labelled “*Attachment E: Floor Plan/Renderings/Design Approach*.” Please attach a floor plan for each home plan type with applicable street addresses and indicate the numeric designation for the home type from Table 1 thereon. Also submit a rendering for each home plan type labelled with the applicable street addresses.

G. PROJECT TIMING

The timely completion of projects is critically important to MRA and CCPPI. Therefore, Respondents will be evaluated based on information in the response demonstrating that the Respondent has the capacity and resources to implement the proposed project in a timely manner. Provide a narrative describing current development obligations of the Respondent (scope of project, personnel and financial resources committed, and time period); as well as any development projects that are in the pipeline or are being pursued. The proposal must include a description of how such current obligations and future opportunities may impact the development that is the subject of this RFP.

Please label the narrative "*Attachment F: Project Timing.*"

H. HOME COST AND SALES PRICE WORKSHEET

A preliminary development budget is required to be submitted. Respondents are required to submit the worksheet displayed herein as **Exhibit G** for each home type in the cluster. Where there is more than one home for the unit type, please list all addresses and HCAD numbers applicable to each home. If Respondent is including proposals for more than one cluster, this document(s) must be completed separately for each cluster.

I. PRICE AND COST SUMMARY

Respondents are required to use the worksheet displayed herein as in **Exhibit H** to reflect the total costs of all homes within the cluster.

If more than one cluster is being proposed, this worksheet must be completed separately for each cluster.

J. EVIDENCE OF PRELIMINARY FINANCIAL COMMITMENT

Please include evidence of preliminary financial commitment for the total amount. Label it "*Attachment G: Evidence of Preliminary Financial Commitment.*"

K. SITE LAYOUT(S)

If proposing to build more than one unit on a tract of land, please attach a site layout for the requested tract, displaying each unit to be constructed. Use the label *Attachment H: Site Layout.* If more than one layout, utilize the protocol H-1, H-2, etc.

L. M/WBE PARTICIPATION

The M/WBE goal is 20 percent of the project budget. Respondents who can demonstrate that their firm is classified as an M/WBE must submit documentation of such M/WBE certification with a local, state, or federal government, or other evidence of M/WBE status, such as a signed and notarized affidavit will not have to meet this goal.

Respondents who are not themselves classified as an M/WBE must submit a one-page plan with this RFP, demonstrating how the goal will be met. Where the M/WBE goal is

to be met by teaming with an M/WBE subcontractor, the percent of the total development cost attributable in the detailed budget to each M/WBE team member must be specifically identified, with the total adding up to 20 percent.

Please attach to the proposal as *“Attachment I: M/WBE Plan.”* The M/WBE plan shall not count against the page limit imposed herein.

M. SECTION 3 EFFORTS

The federal Section 3 policy shall apply to the project. This policy seeks to guarantee that employment and other economic opportunities be directed toward low- and very-low-income persons, particularly those who are recipients of government assistance for housing. Unless Respondent is a Section 3 entity, for which Respondent must provide documentation, Respondent shall submit a one-page plan that describes how Respondent plans to address the federal Section 3 policy. *This plan shall not count against the page limit imposed herein.*

Please attach to the proposal as *“Attachment J: Section 3 Plan.”* The Section 3 Plan shall not count against the page limit imposed herein.

N. CONFLICT OF INTEREST FORM

Please complete the questionnaire shown as **Exhibit I**. Conflicts of interest shall be addressed in the manner proscribed by law.

O. SUMMARY SHEET

Please complete the Summary Sheet shown as **Exhibit J**.

P. MARKETING PLAN

Please attach a Marketing Plan to the proposal as *“Attachment K: Marketing Plan.* In the plan, please describe the activities in which you will engage to reach out to existing Third Ward Complete Community residents to make them aware of your plans to build homes in the neighborhood. Please describe such activities as postings and distributions of culturally and linguistically relevant collateral Marketing Fact Sheets, appearances at community meetings (e.g., Third Ward Super Neighborhood Council meetings and meetings of Third Ward civic clubs), and any other outreach activities in which your team plans to engage.

7.0 SCORING

Responses to this RFP will be scored by an Evaluation Committee that consists of MRA and CCPPI representatives, as well as any affordable housing contractors engaged by MRA or CCPPI. This committee will review submissions for the purpose of evaluating the proposal based on the submitted requirements in Section 6 of this RFP. The maximum points that may be achieved for each requirement are as follows:

- A. Project Description (2 Points)**
- B. Development Experience (10 points)**
- C. Roles and Responsibilities (10 points)**

D. Home Costs and Sales Price (20 points)

E. Affordability (10 points)

- Five (5) points if additional homes for households below 90% AMI are included beyond the required minimum.
- Five (5) points if sales prices are at least 5% below the applicable maximum sales price.

F. Evidence of Preliminary Financial Commitment (5 points)

G. Project Timing (10 points)

H. Floor Plans (10 points)

I. M/WBE Plan (10 points)

J. Section 3 Plan (5 points)

K. Marketing Plan (8 points)

8.0 SUBMISSION OF PROPOSALS

By submitting a response to this RFP, the Respondent is acknowledging that the Respondent has read the information and instructions and agrees to comply with the information and instructions contained herein.

- Submission Requirements: Proposals must be emailed to development@ccppi.org with the subject line "MRA/CCPPI Single-Family Affordable for Sale Housing Initiative. Responses are due no later than 4:00 p.m. CDT, Wednesday, 7/20/2022. Late responses will not be accepted.
- Each proposal, materials and related information submitted in response to this RFP shall become the property of MRA and CCPPI. Selection or rejection of a proposal does not affect this right.

The Collaborators reserve the right to:

- Reject any or all offers, discontinue this process, and re-publicize this RFP without obligation or liability to any potential Respondent, and
- Award a contract on the basis of initial offers received, without discussions or requests for best and final offers.

9.0 PROPOSAL FORMAT

Responses to this RFP shall include a title page that includes "Response to Third Ward Complete Community Affordable Homes For Sale Project," the submission date, the names of the organizations to whom the proposal is being submitted (Center for Civic and Public Policy Improvement and Midtown Redevelopment Authority), and the name of the Respondent. The title page does not count against the page number limit.

- A. Proposals shall not exceed 50 pages in length, including required attachments. For these purposes, a page is one side of a single sheet of 8½" x 11" paper. Text shall be single spaced, using not smaller than an 11-point font, and containing margins at the top, bottom, and sides of no less than one inch in width. Foldouts containing art and

spreadsheets are permissible *and will be included in the page count*. Oversize exhibits are discouraged.

- B. All proposal pages must be consecutively numbered, including attachments.
- C. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- D. All information presented in response to this RFP must be included in the submitted response. There can be no information that is linked to a website that requires reviewers to access the website for consideration of content. Any such conditions will not be considered as part of the Respondent's proposal.

10.0 OWNERSHIP OF DOCUMENTS

All documents and information generated, prepared, assembled and provided to the Collaborators pursuant to this solicitation become the property of the Collaborators upon receipt.

11.0 COST OF SUBMISSIONS

All costs incurred, directly or indirectly, in response to this solicitation, including the preparation, submittal or presentation of the proposal, shall be the sole responsibility of and borne by Respondent. Any other costs for participating in the procurement process is also the sole responsibility of Respondent. Neither MRA nor CCPPI will provide reimbursement for such costs.

12.0 EVALUATION PROCESS

An Evaluation Committee will review and evaluate the proposals received from Respondents, based solely on the Submission Requirements set forth in this RFP, on a cluster-by-cluster basis. Criteria not specified in this RFP will not be considered. Failure to respond to all requested information may be considered non-responsive and may disqualify an entity from consideration.

13.0 WAIVERS

The Collaborators reserve the right to waive any minor irregularities or technicalities in the responses received. Proposals that are considered nonresponsive will not receive consideration. MRA and CCPPI also reserve the right at any time during the evaluation process to reconsider any submission, to meet with any Respondent at any time to gather additional information, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of MRA and CCPPI.

Furthermore, the Collaborators reserve the right to delete, add, or modify any aspect of this procurement through competitive negotiations up until the selected Respondent and MRA have signed the Development Agreement.

14.0 AMENDMENTS TO RFP

The Collaborators reserve the right to modify the scope of the work called for under RFP

#2022-01. Amendments to this solicitation, including but not limited to the extension of the close date to this RFP, changes to evaluation factors, and the addition of interviews will be publicly posted prior to the closing date on CCPPI's website (*www.ccpqi.org*). MRA and CCPPI reserve the right to increase or delete any scheduled items, to increase or reduce the quantity of any scheduled item, to waive informalities and technicalities, and to make other changes and modifications consistent with policies of MRA and CCPPI. As such, it is the responsibility of Respondent to monitor CCPPI's website for any and all communications pertaining to addenda, amendments, or responses to questions, relating to this RFP.

15.0 RIGHT TO ENTER INTO NEGOTIATIONS

The Collaborators reserve the right to enter into negotiations with one or more bidders of its choice, including but not limited to negotiation of the terms of the proposal(s), the price quoted in such proposal(s) and/or the deletion or addition of certain parts of the work, components, or items called for under this RFP.

16.0 COMMUNICATIONS

In order to execute a fair and impartial competitive process, MRA and CCPPI and any outside consultants assisting MRA and CCPPI with the evaluation process are expressly prohibited from engaging in communications with Respondents from the release date of this RFP and any RFP addendums subsequently released until the final award. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. MRA and CCPPI reserve the right to reject the response of any Respondent violating this provision.

However, questions may be submitted to development@ccppi.org on or before the deadline for questions. Responses to all inquiries will only be provided in writing via issuance of an addendum, which will be provided to all recipients of the RFP.

17.0 MODIFICATION(S) TO SCOPE

At any time during the evaluation/selection process, MRA and CCPPI reserve the right to modify the scope of the work called for in this RFP. MRA and CCPPI also reserve the right to enter into negotiations with the respondents of its choice, including but not limited to negotiation of the terms of the proposal(s), the development cost quoted in such proposal(s), and/or the deletion or addition of certain parts of the work, components, or items called for under this RFP.

18.0 CANCELLATION OF RFP

The Collaborators reserve the right to cancel this RFP or close without award when it is determined to be in the best interest of either party.

19.0 WITHDRAWAL OF RESPONSES

If a Respondent desires to withdraw its response after the closing date and time, the Respondent must submit a notification in writing to development@ccppi.org. In the event of withdrawal, Respondent is encouraged to state the reason(s) for withdrawal.

EXHIBIT A SECTORS

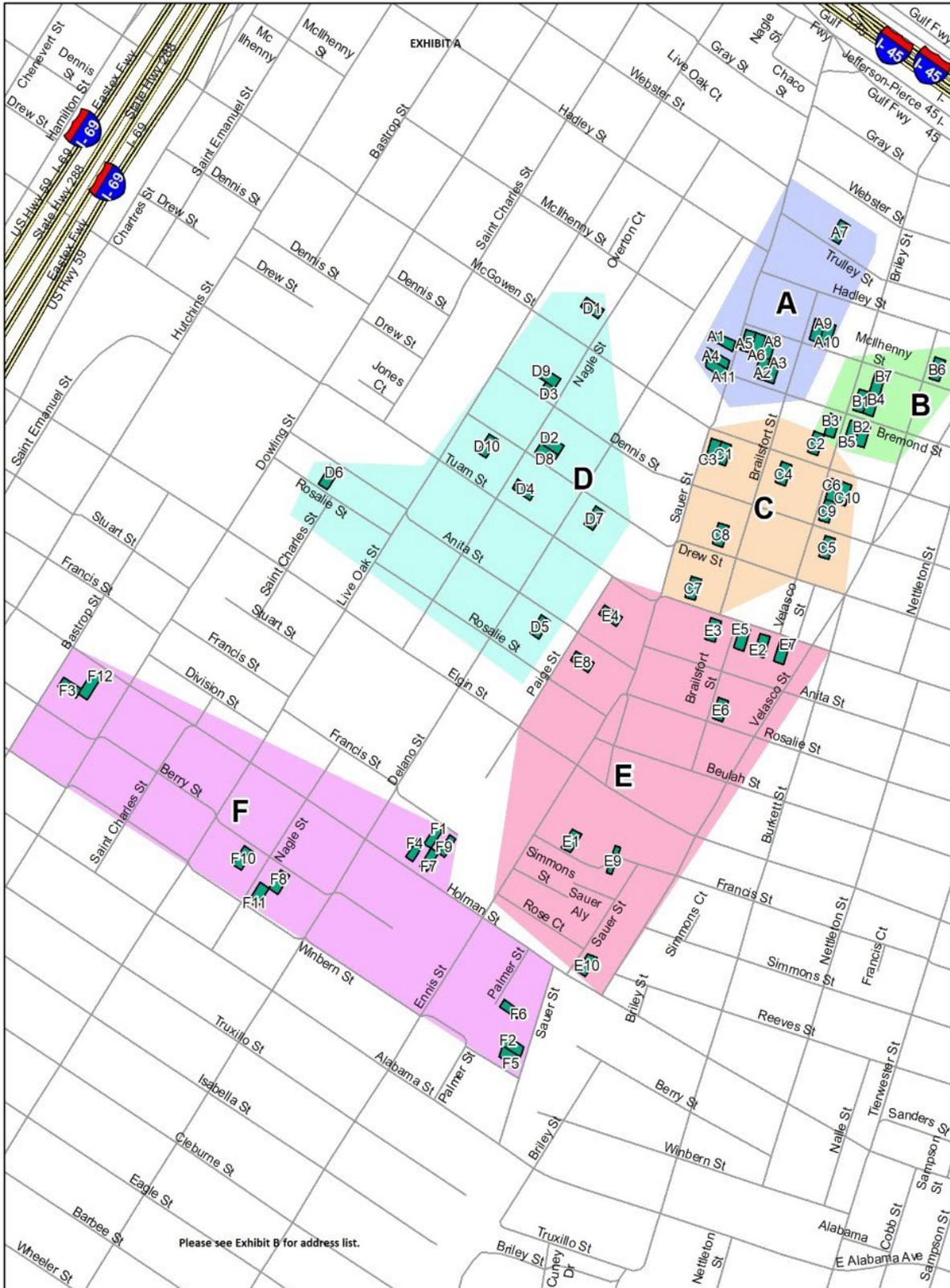


EXHIBIT B

CLUSTER ID	ADDRESS	SQFT	HCAD #
A1	2408 SAUER ST	4561.96	631660010029
A2	3011 BREMOND ST	4898.19	0372170000008
A3	0 BREMOND ST	4862.69	372170000009
A4	2420 SAUER ST	4532.39	0631660010013
A5	3002 MCILHENNY ST	4746.97	0372170000005
A6	3006 MCILHENNY ST	4764.04	0372170000004
A7	3019 TRULLEY ST	5105.93	0572130000017
A8	3010 MCILHENNY ST	4778.3	0372170000003
A9	3025 MCILHENNY ST	4999.93	0372150000006
A10	3029 MCILHENNY ST	4999.88	372150000007
A11	2422 SAUER ST	4686.23	0631660010014
B1	3101 BREMOND ST	4985.18	0372190000006
B2	3106 BREMOND ST	4974.53	0372260000004
B3	3038 BREMOND ST	4989.79	0372270000001
B4	3103 BREMOND ST	4982.74	0372190000007
B5	3102 BREMOND ST	4979.05	0372260000005
B6	3123 MCILHENNY ST	5014.32	0372130000006
B7	3106 MCILHENNY ST	4974.75	0372190000004
C1	0 MCGOWEN	4995.44	0372290000004
C2	3037 MCGOWEN ST	5004.62	0372270000009
C3	3002 MCGOWEN ST	4991.83	0372290000005
C4	3028 MCGOWEN ST	4974	0372300000004
C5	3106 DENNIS ST	4973.83	0372380000004
C6	3102 MCGOWEN ST	4983.99	0372310000005
C7	3005 TUAM ST	4999.82	0372410000008
C8	3015 DREW ST	5026.82	0372400000009
C9	3101 DENNIS ST	5026.27	0372310000006
C10	3104 MCGOWEN ST	4981.55	0372310000004
D1	2520 NAGLE ST	4998.79	0190030000003
D2	2715 NAGLE ST	5000	0190490000003
D3	2620 NAGLE	2500	0190450000006
D4	2811 NAGLE ST	4984.87	0190480000003
D5	2810 ANITA ST	4999.81	0190990000009
D6	2418 ANITA ST	4999.93	0191120000005
D7	2804 DREW ST	4999.98	0190440000018
D8	2717 NAGLE ST	4999.99	0190490000004
D9	2614 NAGLE ST	4999.99	0190450000007
D10	2610 DREW ST	5012.03	0190470000009
E1	3013 FRANCIS ST	5040.34	0191540000011
E2	3114 TUAM ST	4985.61	0510240000003
E3	3022 TUAM ST	5012.41	0510230000006

E4	2903 PAIGE ST	5009	0190970000008
E5	2901 BRAILSFORT ST	5007.44	0510240000001
E6	3103 ROSALIE ST	4994.44	0510310000009
E7	3124 TUAM ST	5067.95	0510240000005
E8	3005 PAIGE ST	5048.7	0190960000007
E9	No address in HCAD	3608.38	0391820000002
E10	3413 SAUER ST	4749.43	0530160030012
F1	2822 FRANCIS ST	3972.66	0191490000025
F2	3622 SAUER ST	5009.08	0191980000013
F3	3509 BASTROP ST	5000.05	0192160000003
F4	2817 HOLMAN ST	3948.1	0191490000012
F5	3624 SAUER ST	4640.24	0191980000014
F6	3519 PALMER ST	3943.49	0192000010007
F7	2825 HOLMAN ST	3973.62	0191490000010
F8	2704 BERRY ST	5080.89	0192030030003
F9	2828 FRANCIS ST	3470.33	0191490000008
F10	2618 BERRY ST	5067.59	0192030040007
F11	2701 WINBERN ST	5084.84	0192030030021
F12	0 HOLMAN	6249.99	0192160000011

EXHIBIT C DESIGN GUIDELINES

- The front façade of new residential structures should be in alignment (build-to-line) with the façades of adjacent residential buildings.
- Of aluminum or vinyl siding over an entire building façade is prohibited.
- New residential structures should be designed to respect the mass, rhythm, height, scale, and ornamentation of existing buildings.
- New construction should use durable materials that are sympathetic to neighborhood character. The use of materials such as fiberglass, plastic, foam products are not permitted. The use of stucco, concrete, or exterior insulation and finishing systems (EIFS) will be considered as long as certificates of proper installation and warranties are secured, and the detailing is compatible with the architecture of surrounding residential buildings.
- Residential building types shall have “eyes on the street” resulting from the construction of as many windows as possible that face the street. Exceptions shall require justification based on the layout of the tract.
 - All unit designs must be ENERGY STAR® compliant.
 - Adaptation measures such as consideration given to site orientation, as well as adoption of cool or green roofs or window shading shall be utilized.
 - If more than one housing unit is constructed on a single parcel, the architectural style shall be consistent.
 - Weatherization measures are required.

SIGNAGE LANGUAGE

Any successful respondent shall be required to place temporary signage in a prominent, visible public location.

The successful respondent shall format the sign best to fit the architectural design of the building or facility but should be legible from at least three (3) feet distance.

"This is affordable housing development is a project of the *Southeast Houston Affordable Housing Initiative* sponsored by Midtown Redevelopment Authority and the Center for Civic and Public Policy Improvements".

EXHIBIT D
SOUTHEAST HOUSTON AFFORDABLE HOUSING INITIATIVE
FOR-SALE HOMES PROGRAM
STATEMENT ACKNOWLEDGING TERMS AND CONDITIONS

This Statement of Terms and Conditions of the Midtown Redevelopment Authority's New Construction Single Family Homebuyer Assistance Program ("MRA Homebuyer Assistance Statement") is executed by

("Seller")

_____ and

("Homebuyer(s)") for the benefit of the Midtown Redevelopment Authority ("Midtown").

1. Homebuyer is purchasing a new construction affordable single-family residence located at: _____, Houston, Texas 77___ ("Residence"), on Property which is described on Exhibit "A", attached hereto, and made a part hereof for all purposes.
2. I/We hereby acknowledge participation in the Midtown New Construction Single Family Homebuyer Assistance Program which affords Homebuyer the opportunity to purchase the Residence at below market rate.
3. I/We understand and acknowledge that Midtown has facilitated the development of the Residence by subsidizing the cost of the land on which the Residence was constructed, pursuant to a Development Agreement with the Seller.
4. I/We acknowledges that there are restrictions on the use of the property during the defined affordability period.
5. I/We, by my/our signature(s) below, hereby certify that the total number of persons who will reside at the above residence as their principal residence is _____.
6. My/Our total household income from all income sources is \$ _____, which is less than or equal to _____ % of Area Median Income at the time of closing.
7. The purchase price of the Residence is: \$ _____
8. The appraised/fair market value of the Residence is: \$ _____

9. The fair market value of the land on which the Residence is constructed is: \$ _____
10. In order to assist Homebuyer to purchase the Residence, MRA subsidized the cost of the Residence by making the land available to the developer at a nominal cost for construction of affordable housing, resulting in a sales price for the Residence that is below fair market value. The value of the land is \$ _____ ("Homebuyer Assistance") which is being applied, at closing, toward the purchase price of the Residence.
11. The foregoing Homebuyer Assistance is being provided in the form of a Deferred Payment Forgivable Loan (the "Deferred Payment Loan"). In connection with the purchase of the Residence, Homebuyer is executing a Deferred Payment Forgivable Promissory Note, secured by a Subordinate Lien Deed of Trust and Notice of Occupancy Restrictions (the "Loan Documents"), and this Midtown Homebuyer Assistance Statement of Terms and Conditions.
12. Homebuyer understands and acknowledges that Homebuyer is required to occupy the Residence as Homebuyers' principal residence for a period of at least 20 years from the date of Homebuyer's purchase of the Residence ("Affordability Period"). Homebuyer further understands and acknowledges that if Homebuyer receives federal HOME Program assistance in an amount of \$40,000.00 or more, then the Affordability Period shall be twenty-five (25) years.
13. Homebuyer understands, acknowledges, and agrees that Homebuyer is required to maintain the Property upon which the Residence is located in accordance with the standards and requirements set out in the Declaration.
14. Homebuyer understands and agrees that if Homebuyer fails to comply with the Residency Requirement or any other requirement of the Deferred Payment Loan, Homebuyer will be required to repay to Midtown the unpaid Deferred Principal in accordance with the terms of the Loan Documents. More particularly, if the Residence is sold or foreclosed during the Affordability Period, a payment in an amount equal to the lesser of (i) the unpaid Deferred Principal or (ii) the Net Proceeds of the sale or foreclosure shall be immediately due and payable to Midtown. The "Net Proceeds" are the sales price minus the amount applied to repay any purchase money loan secured by a lien having priority over the Midtown Subordinate Lien Deed of Trust and any usual and customary bona fide closing costs paid by

Homebuyer related to the sale. The Affordability Period will terminate upon the occurrence of any one of the following events: foreclosure or transfer in lieu of foreclosure, *provided* that Midtown is paid the lesser of (i) the unpaid Deferred Principal or (ii) the Net Proceeds of such foreclosure or transfer in lieu of foreclosure and further provided that the restrictions applicable to the Affordability Period shall be revived according to the original terms if, during the original Affordability Period, the Homebuyer (owner of record) before the termination event obtains an ownership interest in the Residence.

15. Further, after any cure period provided in the Loan Documents and/or the restrictive covenants contained in the Special Warranty Deed (the "Deed"), Midtown may recover or seek to enforce covenants under the Loan Documents or the Deed for other defaults (including, for example, long-term or short-term rental of the Residence or any portion thereof) and during the continuance of any such other default, the deferred principal shall bear default interest at a rate of six percent (6%) per annum. (

16. In no event will Midtown recover more than the maximum amount of interest permitted under applicable Texas usury law.)

HOMEBUYER

Printed Name: _____

Printed Name: _____

SELLER

Printed Name: _____

THE STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on the ____ day of _____, 20__, by _____, Homebuyer.

Notary Public, State of Texas

EXHIBIT E
SOUTHEAST HOUSTON AFFORDABLE HOUSING INITIATIVE
FOR-SALE HOMES PROGRAM

**RESPONDENT ACKNOWLEDGEMENT OF HOMEBUYER ASSISTANCE AND AFFORDABILITY PERIOD
CERTIFICATION**

As a Respondent to Midtown Redevelopment Authority (MRA) for land to be used for the construction of single family homes to be developed and sold to first time income qualified homebuyers, I certify that we have reviewed and understand the "Statement Acknowledging Program Terms and Conditions" related to the twenty year Affordability Period and the Homebuyer Assistance provided in the amount of the value of the land as determined by MRA. Such Assistance will be provided in the form of Deferred Payment Forgivable Loan and Homebuyer will be required to execute a Deferred Payment Forgivable Promissory Note secured by a Subordinate Lien Deed of Trust.

Name of Entity/ Respondent

Signature of Authorized Representative

Date

EXHIBIT F
RESPONDENT INFORMATION WORKSHEET

Name of Respondent: _____

Contact Individual: _____

Respondent Address: _____

Respondent Telephone: _____

Respondent Email Address: _____

URL (web address) if any: _____

Name of Builder (if different from Respondent): _____

Authorized Signatory: _____

EXHIBIT G
HOME COST AND SALES PRICE WORKSHEET
(Per Home Plan Type)

Respondent Entity Name:	
Cluster Identification (A thru F)	
Home Plan Type (from Table 1 [1 thru 16])	
All Property Addresses With Home Plan:	

I. Sale Price Breakdown	Actual Costs	Percent of Price
A. Finished Lot Cost (Section III below)	\$	0.0%
B. Total Construction Cost (Section II below)	\$	0.0%
C. Financing Cost	\$	0.0%
D. Overhead and General Expenses	\$	0.0%
E. Marketing Cost	\$	0.0%
F. Sales Commission	\$	0.0%
G. Profit	\$	0.0%
Total Sales Price Per House	\$	0.0%

II. Construction Cost Breakdown	Actual Costs	Percent of Construction Cost
I. Site Work (sum of A to E)	\$	0.0%
A. Building Permit Fees	\$	0.0%
B. Impact Fees	\$	0.0%
C. Water & Sewer Fees Inspections	\$	0.0%
D. Architecture, Engineering	\$	0.0%
E. Other	\$	0.0%
II. Foundations (sum of F to G)	\$	0.0%
F. Excavation, Foundations, Concrete, Retaining Walls and Backfill	\$	0.0%
G. Other	\$	0.0%
III. Framing (sum of H to L)	\$	0.0%
H. Framing (including roof)	\$	0.0%
I. Trusses (if not included above)	\$	0.0%
J. Sheathing (if not included above)	\$	0.0%
K. General Metal, Steel	\$	0.0%
L. Other	\$	0.0%

IV. Exterior Finishes (sum of M to P)	\$	0.0%
M. Exterior Wall Finish	\$	0.0%
N. Roofing	\$	0.0%
O. Windows and Doors (including garage door)	\$	0.0%
P. Other	\$	0.0%
V. Major Systems Rough-Ins (sum of Q to T)	\$	0.0%
Q. Plumbing (except fixtures)	\$	0.0%
R. Electrical (except fixtures)	\$	0.0%
S. HVAC	\$	0.0%
T. Other	\$	0.0%
VI. Interior Finishes (sum of U to AE)	\$	0.0%
U. Insulation	\$	0.0%
V. Drywall	\$	0.0%
W. Interior Trims, Doors and Mirrors	\$	0.0%
X. Painting	\$	0.0%
Y. Lighting	\$	0.0%
Z. Cabinets, Countertops	\$	0.0%
AA. Appliances	\$	0.0%
AB. Flooring	\$	0.0%
AC. Plumbing Fixtures	\$	0.0%
AD. Fireplace	\$	0.0%
AE. Other	\$	0.0%
VII. Final Steps (sum of AF to AJ)	\$	0.0%
AF. Landscaping	\$	0.0%
AG. Outdoor Structures (deck, patio, porches)	\$	0.0%
AH. Driveway	\$	0.0%
AI. Clean Up	\$	0.0%
AJ. Other	\$	0.0%
VIII. Other	\$	0.0%
AK. Other	\$	0.0%
Total Construction Cost Per House	\$	0.0%

III. Finished Lot Cost		Actual Costs	Percent of Finished Lot Cost
I. Lot Development Cost (sum of A to H)	\$	0.0%	
A. Land Acquisition Cost (For Profit \$1.50/sf OR Non Profit \$0.00/sf)	\$	0.0%	
B. Closing Cost	\$	0.0%	
C. Site Clearing and Demolition	\$	0.0%	
D. Fill Dirt	\$	0.0%	
E. Sewer Leads and Taps	\$	0.0%	

F. Infrastructure Cost	\$	0.0%
Pre-Development Due Diligence Cost (Env, Geo,		
G. Tech, etc.)	\$	0.0%
H. Other	\$	0.0%
Total Finished Lot Cost	\$	0.0%

EXHIBIT H

PRICE AND COST SUMMARY

Home Plan Type (Table 1 [1 thru 16])	# of Houses	Construction Cost Per House	Total Aggregate Construction Cost (constr. cost per house x number of houses)	Sales Price Per House	Total Aggregate Sales Price (price per house X number of houses)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					

Totals

EXHIBIT I

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p style="text-align: center; margin: 0;">OFFICE USE ONLY</p> <p style="margin: 0;">Date Received</p>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; margin-top: 10px;">_____</p> <p style="text-align: center; margin-top: 5px;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center; margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center; margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="margin-top: 10px;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="margin-left: 300px; margin-top: 10px;"> _____ Date </p>		

EXHIBIT K CHECKLIST

This checklist contains a list of all documents to be submitted with the proposal response. Please use one or more blank sheets of paper for the attachments. Label the attachments in accordance with the instructions in Section 6.0 of this RFP.

Attachment A	Project Description
Attachment B	Explanation of Roles and Responsibilities
Attachment C	Names of Professional Consultants to the Project
Attachment D	Development Experience
Attachment E	Floor Plan(s)
Attachment F	Description of Project Timing
Attachment G	Evidence of Preliminary Financial Commitment
Attachment H	Site Layout(s), if applicable
Attachment I	M/WBE Plan
Attachment J	Section 3 Plan
Attachment K	Marketing Plan
Exhibit E	Acknowledgement of Homebuyer Assistance and Affordability Period Certification
Exhibit F	Respondent Information Worksheet
Exhibit G	Home Cost and Sales Price Worksheet
Exhibit H	Total Development Cost Summary Worksheet
Exhibit I	Conflict of Interest Questionnaire
Exhibit J	Summary Sheet
Exhibit K	Checklist