



Request for Proposals – Housing Revitalization Plan Consultant

I. Summary

The Texas State Affordable Housing Corporation (“TSAHC”) is issuing this Request for Proposals (“RFP”) to identify and contract professional services with a Consultant for the development of a housing Revitalization Plan in connection with the North Houston Highway Improvement Project (“NHHIP”). The Revitalization Plan will include a comprehensive housing needs assessment of communities impacted by the NHHIP. All qualified professional service providers (“Respondents”) wishing to apply must submit the materials listed in this RFP in order to be considered.

II. Timeline

TSAHC will accept responses until **5:00 PM CST on September 20th, 2024**. TSAHC retains the right to extend the submission deadline and selection period depending on responses to the RFP. If selected, Respondents will execute a professional services engagement agreement with TSAHC.

III. Communications with TSAHC

All questions and communications concerning the RFP must be submitted to Michael Wilt, TSAHC’s designated point of contact, via email at mwilt@tsahc.org.

To protect the integrity of the RFP process, potential Respondents may not contact TSAHC’s staff and Board of Directors Members (“Board Members”) regarding issues or questions pertaining to this RFP. This contact limitation period begins when the RFP is made available and continues through the selection process. If a potential Respondent contacts a staff member or Board Member with an issue or question pertaining to the RFP, that staff member or Board Member shall not discuss the RFP and shall forward the inquiry to the designated point of contact. TSAHC reserves the right to disqualify submissions from Respondents that fail to adhere to this contact limitation policy.

IV. About TSAHC

TSAHC is a 501(c)(3) nonprofit organization created at the direction of the Texas Legislature to serve as a self-sustaining, statewide affordable housing provider.

TSAHC’s mission is to facilitate, preserve, and expand affordable housing opportunities for Texans. TSAHC accomplishes this by helping developers build housing for working families and helping Texans

achieve and sustain the dream of homeownership and improve their financial situation. TSAHC's programs and initiatives reflect our vision that every Texan will have a place to call home.

TSAHC's enabling legislation, as amended, may be found in the Texas Government Code, Chapter 2306, Subchapter Y, Sections 2306.551 et seq. A five-member Board of Directors appointed by the Texas Governor oversees the policies and business of TSAHC.

V. About the NHHIP

The NHHIP is a highway project proposed by the Texas Department of Transportation ("TxDOT") in Houston, Texas. The project seeks to expand and realign sections of Interstate Highway 45 from Highway 59 to Beltway 8 North, realign sections of Interstate Highway 10 and US 59/I-69 in the Downtown area, and widen US 59/I-69 between I-10 and Spur 527 south of Downtown in Houston, Texas.

As part of the project, TxDOT has conducted the environmental process for the NHHIP in accordance with all applicable federal laws and regulations, including the Uniform Relocation Assistance and Real Property Acquisition Act of 1969, Title VI of the Civil Rights Act of 1964, and Executive Order 12898. As part of this process TxDOT has determined that the housing inventory of the following four super neighborhoods will be impacted: Independence Heights, Near Northside, Greater Fifth Ward, and Greater Third Ward. Collectively, these super neighborhoods are the "Affected Neighborhoods."

As part of the project, TxDOT has contracted with TSAHC to oversee the selection of a Consultant to develop a Revitalization Plan to address the impact of the proposed project on the housing inventory of the Affected Neighborhoods. TSAHC will oversee and administer the implementation of the Revitalization Plan. TxDOT has committed \$28.5 million to support the implementation of the Revitalization Plan, which will consist of financing housing projects and programs in the Affected Neighborhoods. The \$28.5 million is separate from (and TSAHC is not involved in) the individual compensation provided to homeowners, renters and businesses that are displaced by the NHHIP project. Please note that the Respondent selected to develop the Revitalization Plan will be precluded from applying for or receiving any of the \$28.5 million in funding committed to support the implementation of the Revitalization Plan.

The Consultant will play a vital role in the creation of the Revitalization Plan as well as a comprehensive housing needs assessment of the Affected Neighborhoods that will inform the creation of the Revitalization Plan.

VI. Minimum Requirements

- Documented familiarity and experience with the Affected Neighborhoods.
- Documented experience developing community-driven housing solutions for neighborhoods or communities.
- Documented experience creating a housing needs assessment report for neighborhoods.

- Documented track record of collaborating with stakeholders and communities impacted by growth, displacement, or housing affordability challenges.
- An understanding of housing finance strategies and other strategies designed to address housing displacement.

VII. Scope of Services

Services to be provided by Respondents shall include but are not limited to the following:

- Develop and submit a Revitalization Plan to TSAHC that (1) documents the impact of the NHHIP on the Affected Neighborhoods and their housing inventory and needs; (2) proposes housing projects, programs, and other strategies that best address that impact; and (3) provides a plan and schedule for the implementation of the Revitalization Plan.
- The Revitalization Plan should include but not be limited to the following:
 - A comprehensive needs assessment of the existing housing inventory, gaps, and needs of the Affected Neighborhoods and an assessment of the impact the NHHIP will have on the housing inventory, gaps, and needs of the Affected Neighborhoods. The consultant will gather community input to inform the needs assessment using the following:
 - A survey of stakeholders serving the Affected Neighborhoods.
 - Focus groups and individual interviews with stakeholders in the Affected Neighborhoods.
 - Thorough documentation of each stakeholder, community group, or focus group meeting that includes detailed notes and minutes from each meeting and any other less formal documentation of community input.
 - A description of proposed housing projects and programs (including recommended funding amounts for each) that would address the housing gaps identified in the needs assessment, as well as recommendations of viable nonprofits, developers or other entities to administer them. Preference should be given to entities located in and/or with a demonstrated track record of serving the Affected Neighborhoods.
 - An analysis of TSAHC's single-family and multifamily finance programs and recommendations regarding which programs could best be used to facilitate and support the housing projects and programs identified above.
 - Recommendations for other finance mechanisms, potential funding leverage strategies, or other mechanisms that could be used as housing revitalization strategies in the Affected Neighborhoods.
 - Detailed actionable steps and schedule for the implementation of the Revitalization Plan.
- Collaborate with TSAHC and TxDOT on the development of the final Revitalization Plan.
- Collaborate with TSAHC for outreach to stakeholder and/or community groups to gather and document input in development of the Revitalization Plan
- Ensure that Revitalization Plan is complete within a 12-month period that will begin once a contract is executed between TSAHC and the selected Respondent.
- Assist with the application and selection process for housing providers to implement the Revitalization Plan.

- Assist and support TSAHC's partnership with TxDOT and serve as a resource to both TSAHC and TxDOT throughout the contract engagement period.

VIII. Compliance with Interagency Cooperation Contract (ICC)

The Consultant will be required to perform and comply with the obligations, covenants and agreements of TSAHC, as the Performing Agency, pursuant to the ICC, which include, but are not limited to, the following:

Noncollusion

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Consultant breaches or violates this warranty, the Texas Department of Transportation shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

Lobbying Certification

In executing this agreement, each signatory certifies that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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.
- B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Consultant shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties 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 statement is a material representation of fact upon which reliance was placed when this agreement was made or entered into. Submission of this statement is a prerequisite for making or entering into this agreement imposed by Title 31 U.S.C. §1352. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

By executing this agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made.

Equal Employment Opportunity

The Consultant agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulations, 41 CFR Part 60. The Consultant agrees to consider minority universities for subcontracts when the opportunity exists. The Consultant warrants that it has developed and has on file appropriate affirmative action programs as required by applicable rules and regulations of the Secretary of Labor.

Civil Rights Compliance

During the performance of this contract, the Consultant agrees as follows:

- A. Compliance with Regulations: The Consultant will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its

books, records, accounts, other sources of information, and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the Consultant under the contract until the Consultant complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions: The Consultant will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier because of such direction, the Consultant may request the State to enter into any litigation to protect the interests of the State. In addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Pertinent Non-Discrimination Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex);

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

F. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not’);

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

I. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

J. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100);

K. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

VIII. Review and Selection

A panel of TSAHC staff will review all responses based upon the below scoring criteria and will make a recommendation to TSAHC’s President. TSAHC’s President will make the final selection which is subject to approval by TxDOT. Once parties agree on the final selection, the decision will be reported out to TSAHC’s Board Members no earlier than the October 2024 TSAHC Board Meeting.

Scoring Criteria

- Familiarity and experience with the Greater Houston area and the Affected Neighborhoods;
- Demonstrated competence, experience, knowledge, and qualifications providing the Scope of Services described above or similar services;
- Experience creating neighborhood or community-level housing plans and solutions;
- Proposed costs for executing the Scope of Work; and

- Certification as a Historically Underutilized Business (HUB) or Minority Owned Business (MOB).

All things being equal, preference will be given to Respondents with HUB or MOB certification.

TSAHC reserves the right to conduct interviews with Respondents or ask for clarification on a Respondent's submission. TSAHC reserves the right to negotiate with some, all, or none of the Respondents with respect to any term or terms of the responses or contracts.

IX. Additional Information

This RFP does not commit TSAHC to award a contract to any Respondent or to pay any costs incurred by a Respondent to prepare or submit a response or otherwise participate in this RFP process.

Conflict of Interest

Although the Respondent will be an independent contractor for TSAHC and not an employee of TSAHC, to avoid all possibility of conflicts of interest, all Respondents must certify that none of the owners, officers, or stockholders of the company and none of their families are related within the third degree of consanguinity or the second degree of affinity to any TSAHC employees or Board Members.

Release of Submissions and Proprietary Information

If a Respondent submits proprietary information that should not be publicly disclosed, the proprietary information must be clearly identified at the time of submission. If a Respondent fails to identify proprietary information, all information in the submission will be deemed non-proprietary and will be made available upon request pursuant to the Public Information Act after the review process has been completed.

Indemnification

All Respondents must agree to indemnify, defend and hold harmless TSAHC, the State of Texas, its officers, agents and employees from any and all claims and losses accruing or resulting from the Respondent's performing professional services for TSAHC.

Federal, State and Local Requirements

Approved Respondents are responsible for both federal and state unemployment insurance coverage and standard workers compensation insurance coverage. Respondents must comply with all federal and state tax laws and withholding requirements. TSAHC will not be liable to a Respondent or its employees for any unemployment or workers' compensation coverage or federal and state tax withholding requirements. Respondents shall indemnify TSAHC and pay to TSAHC any costs, penalties or loss whatsoever occasioned by Respondent's omission or breach of this section.

Minor Deficiencies

TSAHC reserves the right to waive minor deficiencies and informalities if, in the judgment of TSAHC, its best interest will be served.

X. Submission Directions

Respondents must include these items:

- General Organization Information
 - a. Provide a brief description of your organization, including at least the following:
 - i. Contact information for primary contact;
 - ii. Address of the organization's main office;
 - iii. Number of employees of the organization; and
 - iv. Resumes of the team member(s) who will be assigned to TSAHC.
- Experience
 - a. Describe your organization and its capabilities, including examples of how you developed strategies and solutions for similar work.
 - b. Support your ability to perform the Scope of Services.
 - c. Detail history working with similar clients.
 - d. Detail history working in the Greater Houston area and with the Affected Neighborhoods.
- References
 - a. Provide at least three client references. Include name, address, telephone number, and email address.
- Costs
 - a. Provide a detailed description of the anticipated costs of providing services included in the Scope of Services.
- Conflict of Interest and Affiliations
 - a. Identify any conflict of interest that may arise as a result of business activities or ventures by your organization or employees. A conflict of interest is any direct, indirect, personal, private, commercial or business relationship that could diminish your organization's or employee's independence of judgment and performance as a service provider to TSAHC.
 - b. Describe how your organization will handle actual or potential conflicts of interest.
 - c. Include any current or prior affiliations either personal, private, commercial or business-related specific to the Affected Neighborhoods. For example, Respondents must disclose any board affiliations or contractual relationships involving nonprofits or other entities located in or serving the Affected Neighborhoods.
- Include any other information that will be helpful to TSAHC in making its decision.

Respondents must submit in this manner:

- Respondents must submit responses electronically via email.
- All responses must be signed and dated.
- Proposals that do not comply with these instructions may be rejected. TSAHC may also reject a proposal that does not include all requested information.

ALL SUBMISSIONS MUST BE SENT TO:

Michael Wilt
Senior Manager, External Relations
Texas State Affordable Housing Corporation
mwilt@tsahc.org

**DEADLINE TO APPLY:
September 20th, 2024 at 5:00 p.m. CST**

Respondents must certify, by signing below, that they have read and understand this RFP and agree to fulfill the duties and responsibilities required by TSAHC.

By: (print)

Signature:

Date:

Note: Submit this page, signed and dated, with your completed response.