

**CITY OF SAN ANTONIO**  
**NEIGHBORHOOD AND HOUSING SERVICES DEPARTMENT**



**INFORMAL REQUEST FOR QUALIFICATIONS**  
**FOR**  
**ACCESSORY DWELLING UNIT PROGRAM PERMIT-READY PLANS**  
**(RFX 6100017985)**  
**RELEASE DATE: MARCH 22, 2024**  
**PROPOSALS DUE: MAY 24, 2024; 10:00 AM CENTRAL TIME**

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# ACCESSORY DWELLING UNIT PROGRAM PERMIT-READY PLANS (RFQ# 6100017985)

## I. BACKGROUND

The City of San Antonio (City), Neighborhood and Housing Services Department (NHSD) is issuing an Informal Request for Qualifications (RFQ) seeking Statement of Qualifications (SOQ) from interested licensed professional design firms (Respondents) for the design services for the Accessory Dwelling Units (ADU) Permit-Ready Plans (Project).

Historically, ADUs were an important part of the neighborhood fabric throughout San Antonio. However, zoning restrictions in the mid-1900s made building new ADUs harder. In 2018, the City of San Antonio passed the Strategic Housing Implementation Plan (SHIP) aimed to remove these barriers. In 2020, they achieved a major milestone of updating the Unified Development Code, making ADU construction easier and cheaper.

A goal of SHIP is to increase the number of ADUs in the City. ADUs are ideal housing for singles, seniors, families, and individuals with disabilities. We are developing an ADU Program in response to this goal.

The City's goal is to provide resources to help residents construct ADUs. This increases affordable housing options and creates inclusive living spaces. This program aims to remove barriers in the constructing and financing an ADU. Below is more information on the ADU Program elements: ADU Permit-Ready Plans, Incentives, Education, Outreach, and the ADU Website.

Through this request, the City intends to select up to 15 ADU Permit-Ready Plan designs. Selected ADU Permit-Ready Plan designs will be featured in an online ADU Permit-Ready Library that will live on the City's dedicated ADU website. These will be available for San Antonio residents to use.

## II. SCOPE OF WORK, PROJECT OBJECTIVES AND GENERAL REQUIREMENTS

The scope of work for this request consists of creating ADU Permit-Ready Plans that include renderings of the designed ADU structure and 80% building plans. These are prototypical plans that will be reviewed and approved by the City's Development Services Department. The objective of an ADU Permit-Ready Plan is to save prospective ADU-builders time and money and remove barriers in developing an ADU. Additionally, these plans are a means to provide diversity in housing options and alternatives. Respondents shall create ADU Permit-Ready Plans that are affordable and have a design that complements the character of San Antonio neighborhoods. ADUs are permitted to be constructed in most single-family residential zoning districts (R-1, R-2, R-3, R-4, R-5, R-6, RM-4, RM-5, RM-6) and in multi-family districts up to a total of five (5) units. ADU Permit-Ready Plans may be utilized on any property that permits the construction of an ADU.

This solicitation of proposals is to receive ADU Permit-Ready Plans that include a rendering and 50% ADU building plan. Upon closing of this solicitation, all submissions will be reviewed by a cost estimator and assigned an estimate value. The department will review each design based on compliance to the criteria outlined in Section 5 and the estimated construction cost. Up to 15 designs from Respondents will be selected and awarded. Through June – July 2024, the selected designs will be responsible for completing 80% ADU building plans. The Project will require the selected Respondents to assemble a team with structural engineering and MEP expertise to complete an 80% ADU building plan. Final ADU Permit-Ready Plans will be featured on the City's online ADU Permit-Ready Plan Library. Selected Respondents will coordinate directly with the City's Neighborhood and Housing Services Department's ADU Program and indirectly with other City Departments, including the Development Services Department; Disability, Equity, Inclusion, and Accessibility Department; and the Office of Historic Preservation, on the ADU Permit-Ready Plans.

This solicitation does not commit City to enter to an agreement or award any services related to this solicitation, nor does it obligate City to pay any costs incurred by Respondent in the preparation or submission of a response or in anticipation of a contract.

**If not selected**, all logos, designs, building plans, and creative work provided by the Respondent or created and produced by Respondent for the City hereunder is the exclusive property of Respondent; and no design, logo or creative work shall be the subject of any copyright or proprietary claim by the City.

Ultimately, ADU Permit-Ready Plans will be available in multiple accessible formats to ensure access for individuals with disabilities. Any digital content provided will adhere to or exceed Section 508 standards and other applicable ICT (Information & Communication Technology) standards.

Once designers are selected and ADU Permit-Ready Plans are finalized and available in the ADU Permit-Ready Plan library on the City's ADU website, we envision the following sequence of coordination:

1. City Resident selects an ADU Permit-Ready Plan from the online ADU Permit-Ready Plan Library.
2. Resident pays set fee directly to the designer of the ADU Permit-Ready to purchase the ADU Permit-Ready Plan. There will be a set fee for residents to purchase each ADU Permit-Ready Plan.
3. After the set fee is paid, the resident will begin direct coordination with the ADU Permit-Ready Plan designer to get the 80% ADU Permit-Ready building plans to 100% ADU Permit-Ready building plans.
4. Each designer must provide standard services for each purchased ADU Permit-Ready Plan to complete the ADU Permit-Ready building plans from 80% to 100%. Each Respondent of this solicitation must have capacity to complete up to 5 ADU Permit-Ready building plans at the 100% phase per year. Anything beyond the standard services scope will incur additional hourly charges that the City Resident will be responsible for.
5. 100% ADU Permit-Ready building plans submitted to the Development Services Department to receive permits.

### **ADU Permit-Ready Plan Design Requirements**

For this solicitation, professional architectural services shall provide the following standard elements in an ADU Permit-Ready Plan:

- Perspective Rendering of the Exterior
- Interior Rendering (optional)
- Floor Plan
- Roof Plan
- Elevations: Front, rear, left, and right sides
- Building Sections (2 minimum)
- Window Type Legend & Schedule
- Door Type Legend & Schedule
- Interior Kitchen Layout
- Interior Bathroom Layout
- Door Details: Threshold, jamb, and header
- Window Details: Threshold, jamb, and header
- Wall Section Details: Top of Wall, Base of Wall

ADU Permit-Ready Plan designs shall be 24"x36". Each shall be designed to 800 square feet in size or less and designs will be evaluated based on affordability. Throughout the City, ADUs can be up to 800 square feet or 50% of the main house (whichever is larger) but require a dedicated off-street parking space for ADUs over 800 square feet. Our ADU Permit-Ready Plans shall not be designed to incorporate a dedicated off-street parking space. San Antonio has unique neighborhoods with various characteristics, with that in mind, designers are encouraged to submit a variety of designs, including designs up to 2 stories (25 feet in height), and at various price ranges. This ensures diversity in the plan library to fit the character of neighborhoods throughout San Antonio.

Additionally, each ADU Permit-Ready Plan must include the following design features:

- Incorporate all elements of City of San Antonio Ordinance 95641 - see Exhibit 1. This ordinance focuses on basic access required by an individual with a disability to visit a home. The ordinance includes elements such as zero step entry, wider doorways, and a bathroom on the main floor.
- Designs shall exceed the standards set forth in Ordinance 95641 and at minimum must be an adaptable design. Adaptable design means the design must be modifiable and accessible modifications can easily be made with minimal additional cost. Adaptable design supports aging in place and other individuals with mobility, vision, hearing, and sensory disabilities. Designs that go beyond adaptable design standards and are universally designed are preferred. Universal Design goes beyond adaptability and accessibility for a user with a specific type of disability and emphasizes flexible solutions and integration of features that enhance the experience of all users. It is design that can work for everyone, with or without disabilities, and without the need for adaptation.

The following key elements shall be designed and incorporated into ADU Permit-Ready Plan submissions to support individuals aging in place and with various types of disabilities:

- Accessible routes to entrances and throughout outdoor spaces
- Zero step entries
- Floor plan and layout
- Windows and Doors
- Kitchen Design
- Accessible Bathrooms
- Storage

These additional elements shall be considered when an ADU Permit-Ready Plan is completed from the 80% to 100% building plan phase:

- Outlets, Switches, and Automation
- Lighting

It is recommended that Respondents provide ADU Permit-Ready Plan designs that show energy performance 20% above the 2021 International Energy Conservation Code (IECC) requirements or an RESNET HERS® score of 80. The RESNET HERS® Index is the industry standard by which a home's energy efficiency is measured. The HERS® or Home Energy Rating System was developed by RESNET and is the nationally recognized system for inspecting and calculating a home's energy performance. Certified RESNET Home Energy Raters conduct inspections to verify a home's energy performance and determine what improvements can be made to increase it.

#### **Historic ADU Permit-Ready Plans:**

In coordination with the Office of Historic Preservation, City's goal is to provide ADU Permit-Ready Plans that are appropriate in Historic Districts and other historically sensitive neighborhoods. Of the 15 ADU Permit-Ready Plans selected, up to 3 Historic ADU Permit-Ready Plans will be selected for inclusion in the ADU Permit-Ready Plan Library. Respondents providing ADU Permit-Ready Plans permitted within a Historic District shall include the following criteria in addition to the criteria outlined above which are consistent with the adopted Historic Design Guidelines for Garages and Outbuildings (see Section 5 of this document:

<https://www.sanantonio.gov/Portals/0/Files/HistoricPreservation/HDRC%20other/Guidelines%20for%20New%20Construction%20UPDATED%202022.pdf?ver=2022-11-04-084810-783>

#### **Building and Entrance Orientation:**

- Align the front facades of new buildings with adjacent buildings, using the median setback where variations exist.
- Orient facades to be consistent with the predominant orientation of existing building patterns. For example, ADUs in the middle of a block tend to be oriented towards the street; ADUs on corner lots tend to be oriented to a side street or have wraparound porches that engage both the back and side yards.
- Orient primary entrances, porches, and landings in line with historical patterns.

#### **Building Massing and Form:**

- Design new construction to have height and scale that is compatible with nearby historic buildings. ADUS and carriage houses shall subordinate in height and scale to the primary structure.

#### **Roof Form and Relationship of Solids to Voids:**

- Incorporate roof forms consistent with those used historically in the district, such as gable or hip.
- Incorporate climate-specific roof details used in traditional local architecture, including deep overhanging eaves to limit heat gain and provide shade.
- Use window and door openings with proportions similar to nearby historic facades. A solid-to-void assessment of existing ADU façade patterns should be referenced.

**Lot Coverage:**

- Ensure the building-to-lot ratio of new construction is consistent with adjacent historic properties.

**Materials and Textures:**

- Use materials that are compatible with historic properties in terms of type, color, and texture. Salvaged or reclaimed materials are encouraged and should be used where possible. This will generally consist of traditional wood siding or composition siding product that feature a smooth finish and traditional profile.
- Select roof materials similar to those traditionally used.

**Architectural Details:**

- Design new buildings to reflect their time while respecting the historic context.
- Incorporate traditional architectural details.

**Designing for Energy Efficiency:**

- Maximize both operational and embodied energy efficiency in building design through climate-specific design interventions, like deep roof overhangs, site-specific orientation, porches and breezeways to facilitate airflow, and incorporating landscaping to mitigate solar gain.
- Utilize salvaged and regionally sourced building materials to limit environmental impact.
- Orient buildings for solar and wind exposure.
- Design for natural environmental control, including operable windows.
- Consider solar collector placement on less visible roof pitches.

The Historic Design Criteria that is not applicable to a 50% ADU building plan must be taken in consideration for the 80% or 100% phases of the ADU building plan, whichever is applicable. Each phase of these plans will be reviewed and verified by the Office of Historic Preservation for an administrative Certificate of Appropriateness.

**Salvaged Materials Options:**

In addition, in coordination with the Office of Historic Preservation, the City's goal is to provide ADU Permit-Ready Plans that incorporate salvaged materials to maximize local resource efficiency, minimize construction and demolition waste, reduce lead times and material costs, and promote material reuse and circularity.

Common reusable building materials include:

- Wood siding, including 105 drop siding (dutch/cove lap), 109 drop siding, 117 drop siding (waterfall / double teardrop)
- Dimensional lumber
- Interior and exterior shiplap
- Wood doors and windows
- Interior and exterior trim and baseboards
- Roof decking and framing, including exposed rafter tails.

Submissions may include modular components of a design that incorporate specific salvaged materials, or flexibility within the design that indicates where a salvaged material could be interchanged with a new material (e.g. wood siding).

Special attention will be given to plans that incorporate a minimum of 5% salvaged materials in their designs. Please identify on your plans designs the percentage of salvaged materials as follow:

- 5-10% salvaged materials
- 10-30% salvaged materials
- 30-50% salvaged materials
- More than 50% salvaged materials
- Kit-of-parts or modular design from a majority salvaged materials

Plans selected that utilize at least 30% salvaged materials will be awarded an additional award per selected plan.

Residents from the Community that select to use ADU Permit-Ready Plans to construct their ADU with salvaged components will be income qualified by OHP to access the Material Innovation Center to utilize materials for free, as stock and availability allows.

**ADU Permit-Ready Plan Categories:**

ADU Permit-Ready Plan submissions will be reviewed and assessed based on the following categories:

- General ADU Permit-Ready Plans:
  - Small ADU: 0 – 300 square feet
  - Medium ADU: 301 – 500 square feet
  - Large ADU: 501 – 800 square feet
  
- Historic ADU Permit-Ready Plans:
  - Historic Small ADU: 0 – 300 square feet
  - Historic Medium ADU: 301 – 500 square feet
  - Historic Large ADU: 501 – 800 square feet

Each selected design for the general and historic categories listed may have a salvaged materials option submitted as well. The Salvaged Materials model must be provided in addition to a standard general and historic design option. If only a salvaged materials option is provided and not a standard general and historic design, the Respondent must provide an explanation in the Executive Summary.

Respondents are permitted to provide a submission for as many categories as desired and are not limited to one category. However, only one submission per category is permitted. Respondents are also not required to provide submissions for many categories and may only provide one submission if desired.

**III. SCHEDULE OF EVENTS**

The following tentative schedule has been prepared for this project:

<b>Release of Solicitation</b>	<b>March 22, 2024, 4:00 pm, CT</b>
<b>Deadline for Submission of Written Questions:</b>	<b>April 18, 2024, 4:00 pm, CT</b>
<b>Responses Due:</b>	<b>May 24, 2024, 10:00 am, CT</b>

**IV. SUBMITTAL DOCUMENT REQUIREMENTS AND EVALUATION CRITERIA**

City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFQ. City will appoint a selection committee to perform the evaluation of the received Statement of Qualifications (SOQ). Each SOQ received by City shall be analyzed to determine overall responsiveness and qualifications to the RFQ. The selection committee may select Respondents who are judged to be reasonably qualified for interviews, depending on whether further information is needed. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. City may also request information from Respondents at any time prior to final approval of a selected Respondent or seek best and final qualifications from Respondents deemed reasonably qualified for award. Final approval of a selected Respondent is subject to the action of the San Antonio City Council.

Respondent’s SOQ shall include the following items included in the Submittal Checklist & Table of Contents (**Form 2**) in the following sequence combined in PDF format:

1. **SUBMITTAL CHECKLIST AND TABLE OF CONTENTS (Form #2) (Indexed and labeled as “Tab 1”) –** Respondent and respondents team members shall complete this form, which shall be used as the Table of Contents and as a checklist for Respondent’s submittal.

2. **EXECUTIVE SUMMARY (Indexed and labeled as “Tab 2”)** – Respondent shall include a one (1) page Executive Summary at the beginning of the Statement of Qualifications. Respondent’s Executive Summary shall state the number of years Respondent’s team has been in business, Respondent’s number of years in business in its local office, Respondent’s local office address and the number of employees employed in Respondent’s local office.
3. **LETTERS OF REFERENCE (required) (Indexed and labeled as “Tab 3”)** – Respondent shall provide at least one letter of reference with the option to provide up to five (5) letters of reference.
4. **STATEMENT OF QUALIFICATIONS** – Respondent shall provide a narrative document, as outlined in the **Statement of Qualifications** below, addressing all evaluation criteria in **Section IV** of this RFQ considering the project defined in this solicitation. Sufficient information regarding Respondent’s past projects and key personnel’s experience shall be provided in Respondent’s proposal. to indicate its team has met or exceeded the minimum qualifications provided in **Section IV** of this RFQ in proposal.

The following Evaluation Criteria shall be used, in recommending the award of this Contract:

**A. Experience, Background, Qualifications of Firm, Key Personnel, and Key Sub-Consultants**

Respondent shall respond to the following items, as they relate to Scope of Work:

1. **Experience (Indexed and Labeled as “Tab 4”)** – City shall consider the relevance of past experience of Respondent and respondents team members. Respondent shall provide a narrative, on (1) page, describing the Respondent’s qualifications, as they relate to the referenced scope of services in this solicitation. **Special attention should be given to experience of similar size and complexity as reflected in the scope of work.**
2. **Project Sheets (Indexed and Labeled as “Tab 5”)** – Respondent’s SOQ shall include a up to three (3) project sheets, limited to one (1) page for each project included, which shall describe similar design projects Respondent has completed within the last five (5) years. Each project sheet shall include the following:
  1. Name, description and dollar value of the completed project, including any similarity to the Project defined in this solicitation;
  2. Year(s) of work on the cited project;
  3. Respondent’s role in the cited project;
  4. Project Designer;
  5. Design Support Staff;
  6. Cited project’s original and final contract amounts (explain inconsistencies);
  7. Cited project’s proposed completion date and the actual completion date achieved (explain inconsistencies);
  8. Cited project’s owner’s name and the name of the representative (if different) who served as the day-to-day liaison for the cited project, in the following format:
    - a. Name of Owner: \_\_\_\_\_
    - b. Name of Owner’s representative: \_\_\_\_\_
    - c. Representative’s Phone Number: \_\_\_\_\_
    - d. Representative’s Phone Number: \_\_\_\_\_
    - e. Representative’s E-mail: \_\_\_\_\_

3. **Proposed Key Personnel/Organizational Chart (Indexed and Labeled as “Tab 6”)** – Provide a detailed organizational chart of Respondent’s proposed team, including subcontractors, identifying key personnel who will be committed to work on the various tasks for this Contract.

Label assignments as:

- a. Principal/Partner;
  - b. Project Manager(s);
  - c. Senior Project Architect/Engineer;
  - d. Project Architect/Engineer;
  - e. Subconsultants (for any services deemed necessary to fulfill the duties of this contract)
4. **Resumes (Indexed and Labeled as “Tab 7”)** – Respondent must submit one (1) page resumes for all its key team members, to include subcontractors. Resumes should link to project sheets and also may include additional previously completed relevant projects not highlighted in the project sheets.



Resumes also shall include:

- a. The license type (if applicable) and number of years licensed,
- b. Number of years employed with the firm,
- c. Number of years’ experience in proposed role corresponding to the assignments included in the organizational chart,
- d. City of residence

**B. Understanding of the Project**

Respondent must describe its understanding of the Project and specific issues and challenges Respondent likely sees must be involved, as well as the availability of labor resources (Respondent’s capacity to perform) in executing the scope of work required. Respondent must submit information in a brief narrative plan clearly and concisely describing the challenges it foresees and its approach to managing the Project.

**1. Project Understanding (Indexed and Labeled as “Tab 8”)**

Respondent shall limit its response to the following items to two (2) pages:

- a. Describe Respondent’s understanding of the primary objectives of the Project.
- b. Describe provide a narrative description of the ADU Permit-Ready Plan, with an emphasis of how the design complies to Adaptable or Universal Design standards and is affordable while remaining true to the character of San Antonio. If Respondent is submitting a design that incorporates sustainable, reusable materials, or historic design criteria, then the Project Understanding shall describe the sustainable, reusable materials, or historic design criteria incorporated in the ADU Permit-Ready Plan.

**2. Proposed Management Plan (Indexed and Labeled as “Tab 9”)**

Respondent shall limit its response to the following items to a total of two (2) pages:

- a. Describe Respondent’s project management approach and team organization, for the provision of the services outlined in this solicitation.
- b. Describe Respondent’s approach to assuring timely completion of construction, including methods for schedule recovery, if necessary.

**C. ADU Permit-Ready Plan Set(s)**

Respondent’s must fill and inform their ADU Permit-Ready Plan Set(s) submissions categories & quantities in Form 3. ADU Permit-Ready Plan submissions will be reviewed and assessed based on the following categories.

Respondents are permitted to provide a submission for as many categories as desired and are not limited to one category.

Respondent will list the quantity of plans for each Permit-Ready Plan Size ADU in Form 3 (example below).

Example:

Accessory Dwelling Units (ADU) Permit-Ready Plans Size	General ADU Permit-Ready Plans Submitted	Historic ADU Permit-Ready Plans Submitted	Salvage Materials Options % Submitted
Small ADU: 0 – 300 square feet	1	0	1 plan - 30%
Medium ADU: 301 – 500 square feet	1	1	2 plans - 40%
Large ADU: 501 – 800 square feet	1	1	2 plans - 50%

## Required Forms (to be uploaded individually on SAePS):

### City shall conduct due diligence and analysis of the following required forms:

1. **SUBMITTAL COVER/SIGNATURE SHEET (Form #1)** – Respondent and Co-Respondents shall include the completed Submittal Cover/Signature Sheet with the other required forms. The Submittal Cover/Signature Sheet shall be signed by a person (or persons) authorized to bind Respondent and the entity/entities submitting the response. Signature pages signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority. Joint ventures submittals require signatures from all firms participating in the joint venture. Submitting joint ventures are required to provide legal proof of the joint venture, such as a joint venture agreement. Respondent is required to enter the Texas Secretary of State Filing Number, Tax ID Number, and the System of Award Management (SAMS) Unique Entity ID.
2. **PROOF OF INSURABILITY** – Respondent must submit a copy of its current insurance certificate as stated on Section IX – Insurance of this solicitation.
3. **ADU PERMIT-READY PLAN SET(S)** – Respondent must submit 50% of the General ADU and/or Historic ADU Permit-Ready Plans by the categories and the Salvage Materials Options listed in the Scope of Work of this solicitation. Each Plan Set must be uploaded to SAePS individually in PDF format.

## V. SUBMISSION INSTRUCTIONS

Submission of Electronic Proposals Through the Portal. Submit one proposal electronically by the due date provided on the Cover Page using COSA SAePS Portal <https://supplierservice.sanantonio.gov/irj/portal>. Online submission services will open for submitting Statement of Qualifications on **March 22, 2024**, and close on **May 24, 2024, at 10:00 a.m. CT**. All times stated herein are Central Time. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Optional Submission by Email. Submit one document by email to the Staff Contact Person, by the due date provided on the Cover Page. All times stated herein are Central Time. Any modification received after the time and date stated on the Cover Page shall be rejected.

Certified Vendor Registration Form. If Respondent has not completed the City's Certified Vendor Registration (CVR) Form, Respondent is required to do so prior to the due date for submission. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Respondents must identify the correct name of the entity that will be providing the services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true, and correct legal name of the entity.

Proposals will not be accepted after the 10:00 a.m. CT deadline. Certified Vendor Registration Form. If Respondent has not completed the City's Certified Vendor Registration (CVR) Form, Respondent is required to do so prior to the due date for submission. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Respondents must identify the correct name of the entity that will be providing the services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true, and correct legal name of the entity.

Please adhere to the following criteria:

- Pages equal front only
- No smaller than 11-point font.
- Be succinct and clear.
- Keep your submittal relevant to the target project.
- Each submittal shall include the sections and attachments in the sequence listed in the **Section V**, Submittal Document Requirements & Evaluation Criteria, with each section divided by tabs and indexed, as indicated in this RFQ.
- All pages shall be numbered, and all sections shall adhere to page limits. If a section does not have a page limit specified, there are no page limits for that section.

To correctly submit a response to this RFQ, Respondent shall reveal, disclose and state the true and correct name of the individual, proprietorship, corporation and/or partnership (clearly identifying the responsible general partner and all other

partners who would be associated with the contract, if any) submitting the response. The true and correct name shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.

Respondent must comply with the Restrictions on Communication section of this RFQ and shall not provide full or partial copies of its submission to City officials or City employees, as defined by that section. Failure to submit a submittal in accordance with the prescribed process will result in Respondent's submittal being disqualified from consideration.

## **VI. ADDENDUMS TO RFQ**

Changes, addendums or written responses to questions received in compliance with **Section VII**, Restrictions on Communication herein, will be posted on the SAePS website <https://supplierservice.sanantonio.gov/irj/portal>. It is Respondent's responsibility to review this site and ascertain whether any addendums have been made prior to submission of its proposal. If Respondent does not have access to the Internet, Respondent shall notify City, in accordance with **Section VII**, Restrictions on Communication, that it wishes to receive copies of changes, amendments or written responses to questions by mail or facsimile.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in this RFQ and all changes to this RFQ – if any – shall be made by City only in writing.

## **VII. RESTRICTION ON COMMUNICATIONS**

Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFQ or proposal from the time the RFQ has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFQ has been released until the contract is approved at a City Council "A" session.

Restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFQ and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

As used herein, City Official is defined as the Mayor; members of City Council; Municipal Court Judges and Magistrates; City Manager; Deputy City Manager; City Clerk; Deputy City Clerk; Assistant City Clerk; Assistant City Managers; Assistants to City Manager; all City department heads and assistant department heads; Internal Auditor and Assistant Internal Auditors; Compliance Auditor; Assistant to City Council; Assistants to City Council, including contract personnel; Assistant to Mayor; Assistants to the Mayor, including contract personnel; Executive Secretaries; Public Utilities Supervisor; members of bid committees; members of the Historic and Design Review Commission; Zoning Commission; and members of any board or commission that is more than advisory in nature.

Exceptions to the restrictions on communication with City employees include:

1. Respondent must submit questions concerning this solicitation via e-mail to Jorge Figueroa at [Jorge.Figueroa@sanantonio.gov](mailto:Jorge.Figueroa@sanantonio.gov) until **April 18, 2024, at 4:00 p.m. CT**. Questions received after the stated deadline shall not be answered.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm, anticipated City Council agenda date, and a review of the solicitation process.

City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

## **VIII. AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

City reserves the right to award one, more than one or no contract(s) in response to this RFQ.

- A. A Contract, if awarded, shall be awarded to a Respondent whose proposal is deemed most advantageous to City, as determined by the selection committee and upon the approval by the San Antonio City Council.
- B. City may accept any proposal in whole or in part. If subsequent contract negotiations are conducted, such negotiations shall not constitute a rejection or alternate RFQ on the part of City. However, final selection of a Respondent is subject to San Antonio City Council approval.
- C. City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFQ and to waive informalities and irregularities in any proposal received. City also reserves the right to terminate this RFQ, reissue a subsequent solicitation and/or remedy technical errors in the RFQ process.
- D. By executing the Submittal Cover/Signature Sheet, Respondent agrees to be bound by the terms therein. Respondent acknowledges it has received all Addenda and agrees to be bound by the terms, conditions and requirements of this submitted submittal, all documents listed in the RFQ Submittal Checklist and Table of Contents, the enabling City Ordinance and all of the associated documentation that form the entire Contract to which Respondent shall be bound, upon the approval of the San Antonio City Council. All Contract documents are not binding on City until approved by the San Antonio City Attorney's office and the San Antonio City Council. No work shall commence on the subject Project until Respondent provides the necessary evidence of insurance required in City's General Conditions for City of San Antonio Construction Contracts and until City signs the Notice to Proceed. In the event the parties cannot negotiate within the time specified by City, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- E. This RFQ does not commit City to enter to an agreement or award any services related to this RFQ, nor does it obligate City to pay any costs incurred by Respondent in the preparation or submission of a response or in anticipation of a contract.
- F. City administers its design and construction management through an Internet-based management system. All vendors shall be required to use City's system and submit Project schedules as City dictates.
- G. **Conflicts of Interest:** Respondent acknowledges that it is informed that the Charter of City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract entered into with City or any City agency, such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: City officer or employee; his/her parent, child or spouse; a business entity in which he/she or his/her parent, child or spouse owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10%) or more of the fair market value of the business entity; or a business entity in which any individual or entity listed by Respondent is a Subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- H. **Independent Contractor:** Respondent understands, accepts and agrees, if selected, it and all persons designated by it to provide services in connection with a contract, is/are and shall be deemed to be an Independent Contractor(s), responsible for its/their respective acts or omissions, that City shall in no way be responsible for Respondent's actions and that none of the parties to this award shall have authority to bind the other or to hold out to third parties that it has such authority.
- I. **State of Texas Conflict of Interest Questionnaire (Form CIQ).** Chapter 176 of the Texas Local Government Code requires that persons or their agents who seek to contract for the sale or purchase of property, goods or services with City shall file a Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk 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), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/forms/conflict/>

In addition, please complete the City's Addendum to Form CIQ (Form CIQ-A) and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together by mail to the Office of the City Clerk.

Please mail to:

**Office of the City Clerk,  
P.O. Box 839966,  
San Antonio, TX 78283-3966**

Do not include these forms with your sealed bid. The procurement staff will not deliver the forms to the City Clerk for you. Respondent shall consult its own legal advisor if it has any questions regarding the statute, Form CIQ or CIQ Addendum.

- K. All submittals become the property of City upon receipt and shall not be returned. Any information deemed to be confidential by Respondent clearly should be noted on the page(s) where confidential information is contained; however, City cannot guarantee that it shall not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law or pursuant to a Court order.
- L. Any cost or expense incurred by the Respondent associated with the preparation of its submittal, the Pre-Submittal Conference or during any phase of the selection process, if any, shall be borne solely by Respondent.
- M. City reserves the right to verify any and all information submitted by Respondents at any time during the solicitation/evaluation process.
- N. Final approval of a selected firm(s) is subject to the action of the San Antonio City Council.
- O. City reserves the right to contact any Respondent to negotiate a contract, if such action is deemed desirable by City.

**P. TEXAS GOVERNMENT CODE §2270.002:**

State Prohibitions on Contracts:

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly

owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

**Prohibition on Contracts with Companies Boycotting Israel.**

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

**Prohibition on Contracts with Companies Boycotting Certain Energy Companies.**

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or

manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

**Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.**

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

**Q. Texas Government Code § 2252.152:**

Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited.

**Texas Government Code §2252.152** provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §2270.0201 or §2252.153 "Listed Companies". Consultant/Contractor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Consultant's/Contractor's certification. If found to be false, or if Consultant/Contractor is identified on such list during the course of its contract with City, City may terminate this Agreement for material breach.

**R. S.B. 943 – Disclosure Requirements for Certain Government Contracts.**

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Respondent acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this RFQ and any resulting contract. Respondent agrees that the contract can be terminated if Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFQ is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous RFQ or contract. City hereby relies on Respondent's certification, and if found to be false, City may reject the proposal or terminate the Contract for material breach.

**IX. INSURANCE**

No later than 30 days before the scheduled design and services under this contract, RESPONDENT must provide a completed Certificate(s) of Insurance to CITY's Neighborhood & Housing Services Department. The certificate must be:

- clearly labeled with the legal name of the contract in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance);

- properly endorsed and have the agent’s signature, and phone number,

Certificates may be mailed or sent via email, directly from the insurer’s authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY’S Neighborhood & Housing Services Department. No officer or employee, other than CITY’S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, RESPONDENT certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.

The City’s Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

RESPONDENT shall obtain and maintain in full force and effect for the duration of this Agreement, at RESPONDENT sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the RESPONDENT claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

INSURANCE TYPE	LIMITS
1. Workers' Compensation 2. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability *f. Independent Contractors	For Bodily Injury and Property Damage \$500,000 per occurrence; \$1,000,000 general aggregate
4. Business Automobile Liability a. Owned/leased vehicles. b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$250,000 per occurrence.
5. Professional Liability	\$500,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.

Respondent must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of Respondent and provide a certificate of insurance and endorsement that names Respondent and CITY as additional insureds. Respondent shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. RESPONDENT must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio  
ATTN: NEIGHBORHOOD AND HOUSING SERVICES  
P.O. BOX 839966  
SAN ANTONIO, TEXAS 78283-3966

RESPONDENT’S insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers’ compensation and professional liability policies.

- Endorsement that the “other insurance” clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY’s insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers’ compensation, employers’ liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, RESPONDENT shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend RESPONDENT’S performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies CITY may have upon RESPONDENT’S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order RESPONDENT to stop work and/or withhold any payment(s) which become due to RESPONDENT under this Agreement until RESPONDENT demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting the extent to which RESPONDENT may be held responsible for payments of damages to persons or property resulting from RESPONDENT’S or its subcontractors’ performance of the work covered under this Agreement.

RESPONDENT’S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

RESPONDENT and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

## **X. INDEMNIFICATION**

**CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR’S activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, contractor or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it’s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition,**

**CONTRACTOR agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.**

**The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR’S activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONTRACTOR’S cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.**



**ORDINANCE 95641: UNIVERSAL DESIGN**

**AN ORDINANCE      95641**

**AMENDING CHAPTER SIX OF THE CITY CODE TO REQUIRE SPECIFIC DESIGN FEATURES TO CREATE BARRIER-FREE CONSTRUCTION IN NEW SINGLE FAMILY HOMES, DUPLEXES AND TRIPLEXES BUILT WITH FINANCIAL ASSISTANCE FROM THE CITY.**

\* \* \* \* \*

**WHEREAS**, the TEXAS GOVERNMENT CODE, Section 2306.514 requires universal design in single family homes receiving federal and state funds administered by the Texas Department of Housing and Community Affairs; and

**WHEREAS**, the federal Fair Housing Act Amendments of 1988 require universal design elements in all newly constructed multi-family housing of four or more units; and

**WHEREAS**, the Community Revitalization Action Group has recommended that the City of San Antonio “establish urban design, neighborhood planning, accessibility and sustainability guidelines” for developers seeking public assistance, with the goal of creating stable, sustainable neighborhoods with diverse populations; and

**WHEREAS**, universal design provides barrier-free housing for persons throughout their life and this sustainability in affordable housing ensures that, not only will the home continue to be affordable, but it will also continue to serve the physical needs of family members and visitors from childhood to senior years; and

**WHEREAS**, a home is the single largest financial investment for most families and the average cost of universal design features included in new construction is much less than later modification for accessibility when such features are required; and

**WHEREAS**, the senior population will double by the year 2030 and most of these seniors (85%) prefer to remain in their homes (AARP), and universal design retains elders in the neighborhood to provide cultural stability and continuity; and

**WHEREAS**, approximately 18% of U. S. citizens are persons with disabilities; and

**WHEREAS**, senior citizens and persons with disabilities benefit especially from universal design in affordable single family homes, duplexes, and triplexes; **NOW THEREFORE**;

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** Chapter 6, Buildings, of the City Code of San Antonio, Texas is hereby amended by adding a new Article XII, Universal Design and Construction Requirements For New Single Family Homes, Duplexes And Triplexes Built With Funds Administered By The City Of San Antonio as follows:

**Sec. 6-298-299. Reserved.**

**Article XII. Universal Design and Construction Requirements For New Single Family Homes, Duplexes And Triplexes Built With Funds Administered By The City Of San Antonio.**

**Sec. 6-300. Universal Design and Construction Requirements.**

If a person receives financial assistance from city, state, or federal funds administered by the City of San Antonio for the construction of new single family homes, duplexes, or triplexes, that person shall construct the units in accordance with all other city codes and the following requirements.

- (a) At least one entrance shall have a 36-inch door and be on an accessible route. (An accessible route is a continuous, unobstructed path at least 36 inches wide connecting all interior and exterior elements and spaces of a house and site including corridors, parking, curb ramps, crosswalks and sidewalks and served by a no-step, flat entrance with a beveled threshold of ½ inch or less).
- (b) All interior doors shall be no less than 32 inches wide, except for a door that provides access to a closet of fewer than 15 square feet in area.
- (c) Each hallway shall have a width of at least 36 inches and shall be level with ramped or beveled changes at each door threshold.
- (d) All bathrooms shall have the walls reinforced around the toilet for potential installation of grab bars. Walls around the shower and tub shall be reinforced for potential installation of grab bars or a pre-manufactured tub and shower surround may be used which includes grab bar(s) certified to meet the ADA requirement to bear a 250 pound load. Wall reinforcements shall comply with the standards set forth in requirement 6, Reinforced Walls For Grab Bars of the Fair Housing Act Design and Construction Guidelines; Federal Register/Volume 56 No.44/Wednesday, March 6,1991/Rules and Regulations, a copy of which is attached hereto an incorporated herein for all purposes as Attachment I.
- (e) Each electrical panel, light switch or thermostat shall be mounted no higher than 48 inches above the floor. Each electrical plug or other receptacle shall be at least 15 inches from the floor.
- (f) An electrical panel located outside the dwelling unit must be between 18 inches and 42 inches above the ground and served by an accessible route.

(g) All hardware installed to open/close doors and operate plumbing fixtures shall be lever handles.

**Sec. 6-301. Applicability.**

(a) This article applies to the construction of all new single family homes, duplexes or triplexes, for which an application for financial assistance from the City of San Antonio or its agents is received and for which a building permit will be issued under the City of San Antonio Building Code after the effective date of this ordinance.

(b) City of San Antonio financial assistance covered by this article includes but is not limited to:

- (1) Contractual agreements involving a City of San Antonio funded program or fund, including the San Antonio Housing Trust Foundation, Inc. or similar programs;
- (2) Real estate purchase, lease, fee waiver, tax phase in, tax abatement;
- (3) Donation of land by the City of San Antonio or its agents; or
- (4) Disbursement of federal, state, or city construction funds, for example but not limited to, U. S. Department of Housing and Urban Development funds such as Community Development Block Grant Program (CDBG) funds, Housing Investments Partnership Act (HOME Program) funds, and Housing Opportunities for Persons With Aids Program funds, and funds disbursed under the Federal Emergency Management Act.

**Sec. 6-302. Waiver Of Exterior Accessibility Requirements.**

(a) The Director of Development Services or his designee may only grant modifications or an exemption to the requirements of this Article regarding full compliance with exterior path of travel on an individual case-by-case basis. The criteria for granting a modification or exemption are as follows:

- (1) The lot rises or falls so steeply from the street that a maximum 1:12 slope cannot be achieved without extensive grading; and
- (2) No vehicular access to the back of the house will be available by means of an alley.

(b) Appeals of orders, decisions or determinations made by the Director of Development Services may be made to the Building and Fire Code Board of Appeals.

**Sec. 6-303. Implementation.**

(a) A copy of this ordinance and attachments shall be included in city contracts funding the new construction of single family homes, duplexes and triplexes entered into by the City of San Antonio or its agents, for example but not limited to, The San Antonio Housing Trust Fund, the Department of Housing and Community Development and the Community Initiatives Department.

(b) Architects and builders shall:

- (1) Clearly stamp or print "Universal Design" on plans submitted in accordance with this Article;

- (2) Clearly identify design elements complying with Section 6-300 and attached to City of San Antonio funding contracts; and
- (3) Certify that the plans comply with the requirements of this Article.

(c) Plan checking, construction inspections and enforcement shall be accomplished by the Development Services Department in accordance with existing procedures.

**SECTION 2.** Should any article, section, part, paragraph, sentence, phrase, clause, or word of this Ordinance, or any appendix hereof, for any reason, be held illegal, or invalid, or any exception to or limitation upon any general provision contained in this Ordinance or its attachments or held to be unconstitutional or invalid, the remainder shall, nevertheless, stand as effective and as valid as if it had been enacted and ordained without the portion held to be unconstitutional or invalid.

**SECTION 3.** The City Clerk for the City of San Antonio is hereby directed to publish notice of the Ordinance as required by the Charter of City of San Antonio and the laws of the State of Texas.

**SECTION 4** This ordinance shall take effect on the tenth day from the date of passage hereof.

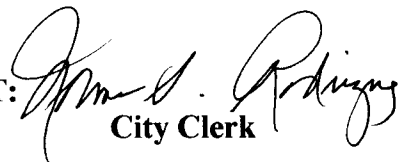
**PASSED AND APPROVED** this 18<sup>th</sup> day of APRIL, 2002.



M A Y O R

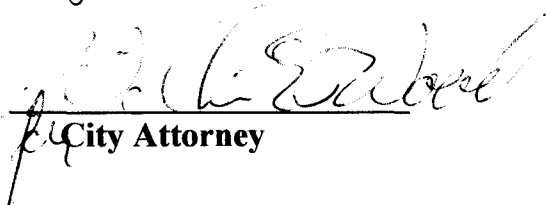
EDWARD D. GARZA

ATTEST:



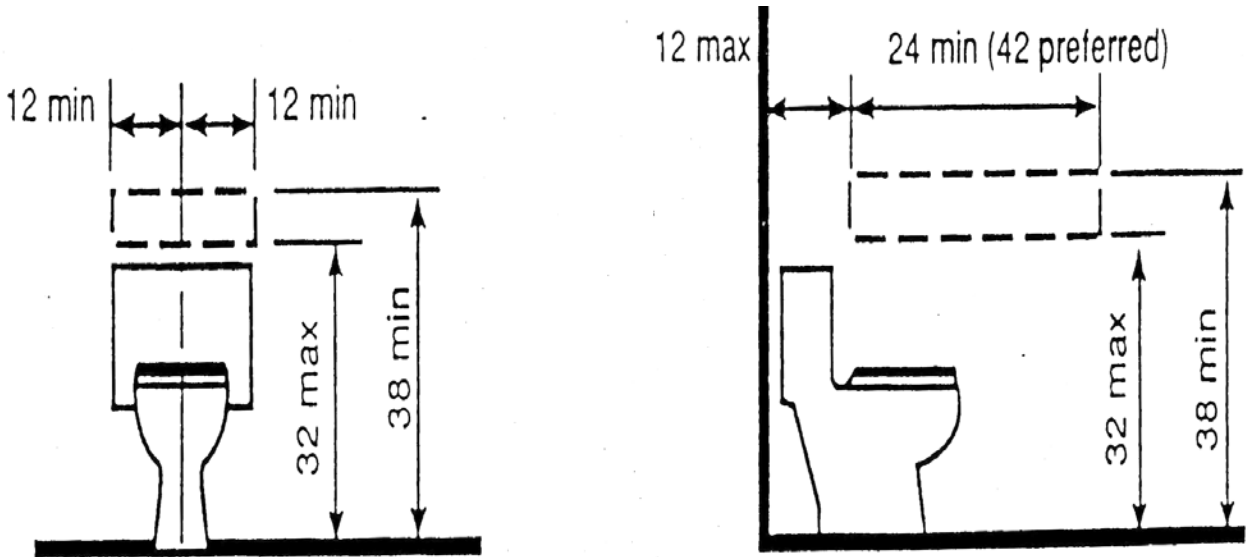
City Clerk

APPROVED AS TO FORM:

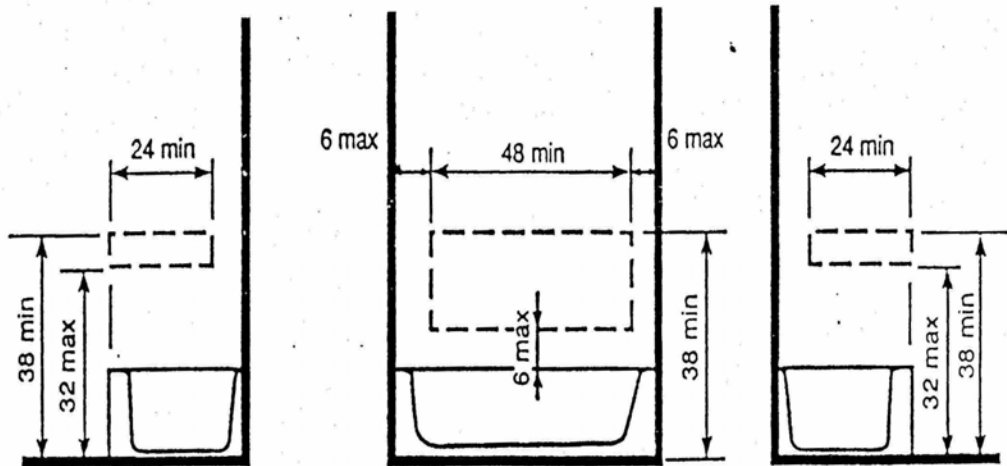


City Attorney

# Reinforced Walls Diagram



Location of Grab Bar Reinforcements for Adaptable bathrooms  
 NOTE: The areas outlined in dashed lines represent locations for future installation of grab bars for typical fixture configurations.



Location of Grab Bar Reinforcements for Adaptable Showers  
 NOTE: The areas outlined in dashed lines represent locations for future installation of grab bars for typical fixture configurations

# FORM 1 | SUBMITTAL COVER/SIGNATURE FORM

**READ AND SIGN BELOW. UNSIGNED COVER SHEETS WILL NOT BE ACCEPTED**

RFQ#:

Project Name

Legal Name of Firm according to the Secretary of State website (<https://www.sos.state.tx.us/>):

Contact Person

Title

Address

City | State | Zip Code

Phone Number

E-Mail Address

Business Tax ID Number (EIN) ONLY (do NOT enter  
Personal Taxpayer ID or Social Security Number)

Texas Secretary of State Filing Number  
(<https://www.sos.state.tx.us/>)

System of Award Management (SAM) | Unique Entity ID  
([www.sam.gov](http://www.sam.gov))

BY MY SIGNATURE BELOW, I certify I legally am authorized to bind Respondent to the terms and conditions contained in this submittal. I further certify the information contained in this submittal accurately reflects data regarding my organization/firm, the work to be performed and the estimates of planned/delivered services. By signing this Submittal Cover/Signature Sheet, I understand and agree, if awarded a contract in response to this RFCSP, Respondent shall be ready, willing and able to comply with all representations made by Respondent in this submittal and during the RFCSP Solicitation process.

Respondent certifies it fully shall comply with all of contract/solicitation documents requirements pursuant to this RFCSP solicitation, with information and details contained in Respondent's accompanying submittal. Respondent confirms all work proposed by this RFCSP, when fully completed, shall be performed and acceptable to the entire satisfaction of the City. As the legal representative of Respondent, I certify all information contained in this submittal carefully have been checked and are submitted as true, correct and final.

As the legally authorized representative of Respondent, I submit this submittal and, by my signature below, acknowledge that I have received and read the entire RFCSP and each of the RFCSP attachments and agree, on behalf of Respondent, to be bound by the terms therein. I further acknowledge I have received all Addenda/Amendments and agree with and Respondent shall be bound by the terms, conditions and requirements of this submitted proposal, all documents listed in the RFCSP Submittal Checklist and Table of Contents, the enabling City Ordinance and all of the associated documentation that form the entire Contract to which Respondent shall be bound, upon the approval of the San Antonio City Council.

Respondent shall review the Contract Template and General Conditions, provided and made a part of and labeled as RFCSP Exhibit A & Exhibit B, and provide written acknowledgment that Respondent accepts the terms, conditions and requirements of the City's Contract and General Conditions, in Respondent's submitted proposal under "Tab 3".

Print Name of Authorized Individual

Signature of Authorized Individual

Date

Print Title of Authorized Individual

**FORM 2**  
**SUBMITTAL CHECKLIST AND TABLE OF CONTENTS**

**ACCESSORY DWELLING UNIT PROGRAM PERMIT-READY PLANS**  
**(RFQ#: 6100017985)**

The materials and information listed on this checklist must be uploaded as part of the proposal.

**Materials shall be included in the submittal in the order identified on this checklist. The items in this section must be uploaded as one PDF document.**

Page No.	Form No.	Form Title
	Form 2	Submittal Checklist and Table of Contents - Indexed and labeled as Tab "1"
	No Form	Executive Summary – Indexed and labeled as Tab "2"
	No Form	Letters of Reference – Indexed and labeled as Tab "3"
	No Form	<b>Statement of Qualifications:</b>
	No Form	<b>Criteria A: Experience, Background, Qualifications of Firm, Key Personnel, and Key Sub-Consultants</b>
		Experience - Indexed and labeled as Tab "4"
		Project Sheets – Indexed as Tab "5"
		Proposed Key Personnel/Organizational Chart – Indexed and labeled as Tab "6"
		Resumes – Indexed and labeled as Tab "7"
		<b>Criteria B: Understanding of the Project and Proposed Management Plan</b>
		Project Understanding – Indexed and labeled as Tab "8"
		Proposed Management Plan – Indexed and labeled as Tab "9"

**The following items must be uploaded / submitted individually:**

Page No.	Form No.	Required Uploads
	Form 1	Submittal Cover/Signature Sheet
	Form 2	Checklist And Table of Contents
	Form 3	ADU Permit-Ready Plan SET(S)
	No Form	Proof of Insurability

**FORM 3**

**ADU PERMIT-READY PLAN SUBMISSIONS**

Respondent's must fill and inform their ADU Permit-Ready Plan Set(s) submissions categories & quantities below. ADU Permit-Ready Plan submissions will be reviewed and assessed based on the following categories. Respondents are permitted to provide a submission for as many categories as desired and are not limited to one category.

Respondent will list the quantity of plans for each Permit-Ready Plan Size ADU using the table below.

<b>Accessory Dwelling Units (ADU) Permit-Ready Plans Size</b>	<b>General ADU Permit-Ready Plans</b>	<b>Historic ADU Permit-Ready Plans</b>	<b>Salvage Materials Options %</b>
<b>Small ADU: 0 – 300 square feet</b>	# Plans Submitted _____	# Plans Submitted _____	# Plans Submitted and % _____
<b>Medium ADU: 301 – 500 square feet</b>	# Plans Submitted _____	# Plans Submitted _____	# Plans Submitted and % _____
<b>Large ADU: 501 – 800 square feet</b>	# Plans Submitted _____	# Plans Submitted _____	# Plans Submitted and % _____

Respondent must submit 50% of the General ADU and/or Historic ADU Permit-Ready Plans by the categories and the Salvage Materials Options listed in the Scope of Work of this solicitation. Each Plan Set must be uploaded to SAePS individually in PDF format.

This solicitation does not commit City to enter to an agreement or award any services related to this solicitation, nor does it obligate City to pay any costs incurred by Respondent in the preparation or submission of a response or in anticipation of a contract.