AN ORDINANCE

2011-12-15-1060

AUTHORIZING LICENSE AGREEMENTS WITH THE SAN ANTONIO LIVING HISTORY ASSOCIATION AND THE DAUGHTERS OF THE REPUBLIC OF TEXAS TO CONDUCT HISTORICAL PROGRAMS ON ALAMO PLAZA.

* * * * *

WHEREAS, since 1987, the San Antonio Living History Association (SALHA) has conducted historical re-enactment and interactive programs in Alamo Plaza; and

WHEREAS, since January 2010, the SALHA has had a license agreement with the City to conduct at least one historical program each month in Alamo Plaza; and

WHEREAS, the City has waived the Alamo Plaza use fee for the SALHA; and

WHEREAS, the SALHA is responsible for setup and removal of all equipment, installation and removal of temporary electrical equipment, and obtaining and paying for all parking and street closure permits; and

WHEREAS, multiple organizations have inquired about producing heritage programs in Alamo Plaza; therefore, the Downtown Operations Department issued a Request for Proposals on August 17, 2011 with a submittal due date of September 12, 2011; and

WHEREAS, the Daughters of the Republic of Texas (DRT) and the SALHA each submitted a proposal; and

WHEREAS, both proposals were reviewed by an evaluation team, which included representatives from the Office of Historic Preservation, Convention & Visitors Bureau, Downtown Operations Department, Downtown Alliance, and PRA San Antonio, a downtown destination management company; and

WHEREAS, the team recommended award to both the SALHA and DRT; and

WHEREAS, the following terms and conditions are outlined in the proposed agreements:

- SALHA and DRT License Agreements will run from January 1, 2012 through December 31, 2012, with automatic one-year renewals;
- SALHA and DRT will utilize Alamo Plaza and each will conduct at least eight (8) hours of programming every month;

ATTEST:

n M. Vac

• SALHA and DRT will assume responsibility for setup and removal of all equipment and materials, installation and removal of all temporary wiring, and obtaining all parking and street closure permits; and

WHEREAS, this agreement provides a unique opportunity for the City to collaborate with both organizations to expand historical interpretation programming in Alamo Plaza and enhance the visitor experience with live demonstrations that tell the story of the Alamo.; NOW THEREFORE:

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

SECTION 1. The City Manager or her designee, or the Director of the Downtown Operations Department or her designee is hereby authorized to execute license agreements with the San Antonio Living History Association and the Daughters of the Republic of Texas to conduct historical programs on Alamo Plaza. The department will record an in-kind transaction for the services authorized by this ordinance. A copy of said license agreements in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I and II.**

SECTION 2. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 3. This ordinance is effective immediately upon the receipt of eight or more affirmative votes of the City Council; otherwise, it will be effective ten days from the date of passage.

PASSED AND APPROVED this 15th day of December, 2011.

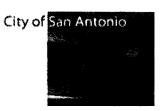
APPROVED AS TO FORM:

Julián Castro

Michael Bernard City Attorne







Agenda Voting Results - 41

Name:	6, 7, 8, 10, 11 34, 35, 36, 37					6, 27, 28, 29,	, 30A, 33,
Date:	12/15/2011						
Time:	10:36:06 AM						
Vote Type:	Motion to Ap	prove	•				
Description:	An Ordinance History Asso- historical pro Paula X. Stal	ciation and th grams on Ala	ne Daug amo Pla	ghters of za. [Pat	f the Republic DiGiovanni,	c of Texas to Deputy City	conduct
Result:	Passed			·			
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		х				
Diego Bernal	District 1		Х				
Ivy R. Taylor	District 2	X					
Jennifer V. Ramos	District 3		Х			х	
Rey Saldaña	District 4		Х				х
David Medina Jr.	District 5		Х				
Ray Lopez	District 6		Х				
Cris Medina	District 7		Х				
W. Reed Williams	District 8		Х				
Elisa Chan	District 9		X				
Carlton Soules	District 10		X				

LICENSE AGREEMENT Alamo Plaza Heritage Interpretation

This Agreement is	made and entered into by and between the CITY OF SAN ANTONIO
(hereinafter called	"CITY"), acting by and through its City Manager pursuant to
Ordinance	passed and approved by the City Council on the
day of	, 2011, and San Antonio Living History Association Inc.
(hereinafter called	"LICENSEE).

GRANT OF LICENSE

- 1.1 CITY, for and in consideration of the agreements herein contained, does hereby grant to LICENSEE the non-exclusive right to use, for the events hereinafter mentioned and for future events scheduled in accordance with the provisions of Paragraph 1.2 hereinafter, the following described public property (hereinafter called the "Premises"): Alamo Plaza (defined as plaza area inside sidewalks) and Alamo Plaza East (defined as street inside the curbs in front of Alamo between barriers on north and south entrances see attached map, Exhibit A).
- 1.2 A list of events in 2012 is attached as Exhibit B, a further description of each event is attached in Exhibit C, which is LICENSEE's proposal.

For each year of this agreement beyond 2012, LICENSEE shall provide the CITY, in writing, a list of events for the upcoming calendar year no later than December 1. LICENSEE'S list of events shall include a description of each event, proposed dates and hours, event location, and emergency contact person with cell phone number and email address. CITY shall in its sole discretion accept or reject such proposed events, dates, hours and event locations. CITY agrees to respond with approval or rejection of event dates and times within 15 calendar days of receipt thereof. LICENSEE understands that CITY may require date and/or other changes and LICENSEE agrees to comply.

- 1.3 If LICENSEE would like to change an event date, time, location or description, LICENSEE must provide a written notice 30 calendar days in advance of event to the Director of Downtown Operations (hereinafter called "Director").
- 1.4 CITY reserves the superior right to conduct or to authorize the conduct of special events or activities on the Premises.
- 1.5 LICENSEE agrees to perform all duties as stated in LICENSEE's letter to CITY dated October 14, 2011 and in Proposed Plan section of LICENSEE's Proposal submitted in September 2011 in response to City of San Antonio Request for Proposal (RFP-2011-074); both documents attached as Exhibit C. CITY shall have authority throughout the term of this agreement to require LICENSEE to perform any and all of LICENSEE's commitments contained in Exhibit C. Such commitments shall be fully binding on LICENSEE as covenants and agreements of LICENSEE under this contract. LICENSEE is prohibited from making any other use of the Premises not contained in

Exhibit C, not identified within this License Agreement, and/or not approved in writing by Director or her designee.

2. DURATION OF LICENSE

- 2.1 The term of this License Agreement is for a two year period ("Initial Term") beginning on January 1, 2012 and ending on December 31, 2013. The AGREEMENT shall renew automatically every year for subsequent one year terms.
- 2.2 When this AGREEMENT is renewed or replaced by a new contract and a delay should occur in execution of the renewal of a new contract beyond the termination date hereof, and LICENSEE continues to operate as prescribed herein during the period of such delay, all the provisions of this AGREEMENT shall remain in full force and effect during such period.
- 2.3 Either party may terminate this agreement with a 30 day written notice.

3. USE OF PREMISES

- 3.1 LICENSEE agrees that the Premises shall be utilized for the sole purpose of conducting heritage interpretation activities and such other events as may be approved by the Director. All events shall be conducted in accordance with applicable statutes, laws, ordinances, and rules and regulations of the United States, the State of Texas, and the City of San Antonio.
- 3.2 LICENSEE agrees and specifically understands that this License is confined to the privilege to use the Premises set forth herein and that the permission herein given does not grant LICENSEE any interest or estate in the Premises but is a mere personal privilege to do certain acts of a temporary character upon the Premises, including access thereto. CITY reserves the right to enforce all necessary and proper rules for the management and operation of the Premises.

4. ACCEPTANCE AND CONDITION OF PREMISES

4.1 LICENSEE agrees that no representations respecting the condition of the Premises and no promises to decorate, alter, repair or improve the Premises, either before or after the execution hereof, have been made by CITY or its agents to LICENSEE unless the same are contained herein or made a part hereof by specific reference. LICENSEE hereby waives any claim for damages that may arise from defects of that character after occupancy. CITY specifically disclaims any warrant of suitability for LICENSEE'S intended purposes.

5. CONSIDERATION

5.1 In consideration of this License for use of specified Premises during the term of this License, LICENSEE agrees to the following:

5.1.1 LICENSEE shall collect at least 40 surveys of attendees during each event day. LICENSEE shall retain all surveys for the duration of this agreement and shall make surveys available to CITY for review; if CITY requests to review surveys, CITY shall provide LICENSEE a reasonable period to make surveys available, but no more than 30 calendar days. LICENSEE may retain scanned versions of surveys. At a minimum, each survey shall include the date completed and include following questions: What is your home zip code? How would you rate the history interpretation activity in Alamo Plaza (Superior, Satisfactory, Not Satisfactory)? What meaningful information did you receive from the history interpreters? What suggestions would you recommend for future historic interpretation activity in Alamo Plaza?

6. REPORTS

6.1 LICENSEE shall summarize information collected from surveys and submit written reports of same each year on April 1, July 1, October 1, and January 1.

7. UTILITIES

7.1 CITY shall, at no cost to LICENSEE, furnish and maintain in adequate working order all existing electrical power services. LICENSEE may install such additional temporary electrical wiring as it deems necessary to accommodate the needs of the event. However, the location thereof must have prior written approval of CITY, through the Director, and must comply with applicable CITY codes. The cost of all installation and removal of such temporary wiring shall be responsibility of LICENSEE.

8. MAINTENANCE, MANAGEMENT, RULES AND REGULATIONS

8.1 LICENSEE agrees to hold CITY harmless for any theft, damages or destruction of signs, goods and/or other personal property of LICENSEE, its sublicensees, suppliers, or contractors. LICENSEE understands and agrees that all personal property placed by LICENSEE, its sublicensees, suppliers, or contractors upon the Premises is at the sole risk and exposure of LICENSEE its sublicensees, suppliers, or contractors and that CITY shall not be liable to LICENSEE or to any other person(s) for loss, theft, vandalism, damage or injury of any kind to person(s) or property. LICENSEE agrees to remove all of its materials and equipment from the Premises not later than four (4) hours following the close of an event, unless otherwise approved by CITY, through the Director. If the personal property is not removed as so provided, then CITY is hereby authorized to remove from said Premises and to store, at the sole expense of LICENSEE, all goods, wares, merchandise, signs, materials and property of any and all kinds and descriptions which may be occupying the Premises. CITY shall not be liable for any damages or loss to such goods, wares, merchandise, signs, materials or other property which may be sustained by reason of such removal or the place to which it may be removed. Any such goods, wares, merchandise, signs, materials and property left on the Premises, or stored by CITY after having been removed, for ten (10) calendar days following the last day of any event shall be deemed

abandoned and shall become the property of CITY without further notice or liability on CITY'S part.

- 8.2 By licensing said Premises, CITY does not relinquish the right to control the management thereof and to enforce all necessary and proper rules for the management and operation of the same, and the Director, his/her employees, and any CITY employee or CITY official may enter any or all of the Premises at any time and on any occasion.
- 8.3 LICENSEE agrees that every employee or agent under LICENSEE'S control shall abide by, conform to, and comply with all of the laws of the United States and the State of Texas, and all ordinances of the City of San Antonio, and rules and regulations of CITY for the governing and management of said Premises, together with all rules and regulations of the Police, Fire and Health Departments of the City of San Antonio, and all provisions of this contract and LICENSEE's proposal and will not do, nor suffer to be done, anything on the Premises during the term of this License in violation of any such rules, laws, and ordinances; and, if the attention of LICENSEE is called to any such violation, LICENSEE will immediately desist from and correct such violation. LICENSEE agrees that CITY may prohibit any individual from participating on behalf of LICENSEE in any event or activity authorized by this agreement.
- 8.4 LICENSEE shall not make, nor allow to be made, any alterations of any kind to the Premises without the written approval of the Director. LICENSEE shall not injure, mar or deface in any manner said Premises and shall not cause nor permit anything to be done whereby said Premises shall be in any manner injured, marred or defaced; nor shall it drive, or permit to be driven, any nails, hooks, tacks or screws into any finished wall, walkway, or any part of the Premises; nor shall it use, or permit to be used, any staples, nails, screws or adhesive materials on masonry of buildings or any painted surfaces.
- 8.5 LICENSEE shall not sell food, alcoholic beverages, or other beverages on premises during events. LICENSEE may sell products or merchandise, provided LICENSEE submits written request to CITY to sell specific products or merchandise and receives written approval from CITY to do so.
- 8.6 During events held by LICENSEE pursuant to this License, LICENSEE will use reasonable efforts to control the conduct of persons attending the event. LICENSEE agrees that CITY will have no responsibility or liability for the acts and conduct of persons on the Premises during such events, other than employees of CITY.
- 8.7 A representative of LICENSEE shall remain on the Premises during events, beginning no less than one (1) hour prior to scheduled start time. Representative shall be responsible for compliance with all requirements of this License Agreement and responding to any CITY requests during event. LICENSEE shall provide contact information (name, cell phone, home phone, email) for event representative no later than seven (7) calendar days prior to event date.

- 8.8 LICENSEE hereby agrees that no activity, performance, exhibition or entertainment shall be given or held to take place on the Premises which is illegal; and should any exhibition or performance or any part thereof be deemed by CITY to be illegal or inconsistent with a historically sensitive recreation of events surrounding the Battle of the Alamo and other historic events in the life of the City of San Antonio, then LICENSEE shall delete or change such portions so that said attractions will comply. LICENSEE agrees to make such deletions or changes immediately upon receipt of notice from CITY whether verbally or in writing.
- 8.9 It is understood that the Premises are owned by CITY and that any discrimination by LICENSEE, its agents or employees on account of race, color, sex, age, religion, disability or national origin in the use of or admission to the Premises is prohibited.
- 8.10 LICENSEE is responsible, at its sole expense, for coordinating any street closures, production, security, and obtaining any parking permits or other required permits.
 - 8.10.1 CITY reserves right to require LICENSEE to retain off-duty Park Police officers for security needs based on proposed programming, use of plaza, and attendance and LICENSSEE agrees to coordinate and pay for such services through the SAPD off duty employment office according to the rules and regulations of that office. Failure to comply with such payment and regulation could result in the termination of this License Agreement.
- 8.11 LICENSEE agrees to make, or cause to be made, any and all necessary adjustments to sound level immediately upon request of Park Police, Police, security officer(s) on duty, or Downtown Operations Department representative. In all cases, LICENSEE shall comply with CITY'S sound control ordinances, regulations and quidelines.
 - 8.11.1 LICENSEE agrees to lower the sound level immediately upon request of CITY representative.
- 8.12 Raspa vendors are authorized by the City to operate in various locations on Alamo Plaza and LICENSEE acknowledges raspa vendors may continue to operate during LICENSEE's events. LICENSEE may submit written request that raspa vendors be moved during the presentation of LICENSEE'S events. Such written requests must be received no later than December 1 for the event year, beginning in January. CITY shall make a decision in its sole discretion whether and where to require raspa vendors to relocate.
- 8.13 No vehicles (excluding City emergency, utility, and maintenance vehicles on official business) are allowed on Alamo Plaza East at any time during event hours and in no instance will vehicles be allowed on any cemetery areas on Alamo Plaza East. Pedestrian traffic is not restricted on Alamo Plaza East.
- 8.14 LICENSEE shall keep all sidewalks free of any obstructions and shall ensure a two-way, free and clear pedestrian path be maintained on CITY sidewalks at all times.

- 8.15 If taped, recorded, or live music will be used during an event, LICENSEE shall pay all required fees to American Society of Composers, Authors, and Publishers (ASCAP) and hereby indemnifies CITY against all claims of any potential copyright holders to any music utilized by LICENSEE on the premises.
- 8.16 LICENSEE agrees CITY shall have final approval on placement of all LICENSEE's materials, equipment, and signage, if any, and LICENSEE agrees to immediately relocate and/or remove any materials, equipment, and signage if requested by CITY to do so.
- 8.17 LICENSEE agrees to remove any and all trash/refuse from Alamo Plaza generated by LICENSEE.

9. LIENS PROHIBITED

- 9.1 LICENSEE covenants that it shall not bind, or attempt to bind, CITY for payment of any money in connection with construction, repair, alteration, addition or reconstruction work in, on or about the Premises by LICENSEE.
- 9.2 LICENSEE hereby agrees to promptly pay all persons supplying labor, services and materials in the performance of any and all authorized improvements of and duly authorized modifications to the Premises, except such as are the responsibility of CITY hereunder, that may hereafter be made during the term hereof, or any extensions of said term. LICENSEE covenants and agrees to fully indemnify and hold harmless CITY against any and all claims, liens, suits or actions asserted by any person, persons, firm or corporation on account of labor, materials or services furnished to LICENSEE.
- 9.3 In the event mechanic's, materialman's or other liens or orders for payment shall be filed against the Premises or Improvements thereon, or CITY-owned property located therein, during the term hereof, LICENSEE shall, within thirty (30) calendar days, cause the same to be cancelled and discharged of record, by bond, payment directly or into the registry of an appropriate court, or otherwise in the manner chosen by LICENSEE and at the expense of LICENSEE, and shall also defend on behalf of CITY, at LICENSEE'S sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien or order.

10. INDEMNIFICATION

10.1 LICENSEE 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 LICENSEE'S activities under this Agreement, including any acts or omissions of LICENSEE, any agent, officer, director, representative, employee, consultant or subcontractor of Licensee, 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 LICENSEE 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.

10.2 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. LICENSEE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or LICENSEE known to LICENSEE related to or arising out of LICENSEE's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at LICENSEE's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving LICENSEE of any of its obligations under this paragraph.

11. INSURANCE REQUIREMENTS

- 11.1 Prior to the commencement of any work under this Agreement, Licensee shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City's Downtown Operations Department, which shall be clearly labeled "Alamo Plaza Heritage Interpretation" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's signature, including the phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Downtown Operations Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- 11.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.
- 11.3 A Licensee's financial integrity is of interest to the City; therefore, subject to Licensee's right to maintain reasonable deductibles in such amounts as are approved by the City, Licensee shall obtain and maintain in full force and effect for the duration of

this Agreement, and any extension hereof, at Licensee's sole expense, insurance coverage written on an occurrence basis, by companies authorized 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:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability 3. Broad Form General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	Statutory \$500,000/\$500,000/\$500,000 For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General & Products Completed Operations Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
3. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

11.4 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Licensee shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Licensee shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Downtown Operations Department
P.O. Box 839966
San Antonio, Texas 78283-3966

- 11.5 Licensee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
 - Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability polices;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy:
- Workers' compensation and employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Claims made policies shall be required for two years after the term of the Agreement.
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- 11.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Licensee shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Licensee 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.
- 11.7 In addition to any other remedies the City may have upon Licensee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Licensee to stop work hereunder, and/or withhold any payment(s) which become due to Licensee hereunder until Licensee demonstrates compliance with the requirements hereof.
- 11.8 Nothing herein contained shall be construed as limiting in any way the extent to which Licensee may be held responsible for payments of damages to persons or property resulting from Licensee's or its subcontractors' performance of the work covered under this Agreement.
- 11.9 It is agreed that Licensee's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- 11.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.
- 11.11 Licensee and any Subcontractors are responsible for all damage to their own equipment and/or property.

12. ASSIGNMENT AND SUBLETTING

12.1 LICENSEE shall not assign or sublet this License, or allow same to be assigned by operation of law or otherwise the PREMISES or any part thereof, for any duration

whatsoever. Any purported attempt at assignment shall be deemed void ab initio and shall confer no rights upon any third person.

12.2 CITY shall have the right to transfer and assign, in whole or in part, any of its rights under this License and in the property referred to herein; and, to the extent that such assignee assumes CITY'S obligations hereunder, CITY shall, by virtue of such assignment, be released from such obligations

13. DEFAULT AND REMEDIES

- 13.1 In addition to any other events of default enumerated elsewhere in this License, the following events shall be deemed to be events of default by LICENSEE under this License:
 - 13.1.1 The taking by a court of competent jurisdiction of LICENSEE and its assets pursuant to proceedings under the provisions of any Federal or State reorganization code or act; or
 - 13.1.2 The entry by any court of a final order, with respect to LICENSEE, providing for modification or alteration of the rights of creditors; or
- 13.2 LICENSEE shall fail to comply with any term, provision or covenant of this License Agreement and
 - 13.2.1 During the licensed event, a default occurs that is of a nature that threatens public safety or property damage or is a material breach in the operation of an event by LICENSEE, and LICENSEE shall not cure such failure within two (2) hours after verbal notice to the LICENSEE or LICENSEE'S event representative by the Director or her designee, Park Police, Police;
 - 13.2.2 For all other times during the term of this agreement, if LICENSEE shall neglect or fail to perform or observe any of the terms, provisions, conditions or covenants herein contained and on LICENSEE'S part to be performed or in any way observed and if such neglect or failure should continue for a period of thirty (30) calendar days after receipt by LICENSEE of written notice of such neglect or failure (except for the failure or neglect to pay any consideration, wherein a ten (10) calendar day period applies); or, if under the thirty (30) calendar day default events, more than thirty (30) calendar days shall be required because of the nature of the default, if LICENSEE shall fail within said thirty (30) calendar day period to commence and thereafter diligently proceed to cure such default.
- 13.3 Upon the occurrence of an event of default as heretofore provided, CITY may, at its option, declare this License, and all rights and interest created by it, to be terminated. Upon CITY electing to terminate, this License shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term hereof. In connection with any such termination, CITY may make, or cause to be made, such repairs to the Premises as CITY shall, in good faith, deem advisable, and the making of such repairs shall not release LICENSEE from liability hereunder.
- 13.4 Upon any such expiration or termination of this License, LICENSEE shall quit and peacefully surrender the Premises to CITY; and CITY, upon or at any time after such expiration or termination, may, without further notice, enter upon and re-enter the

Premises and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess LICENSEE and remove LICENSEE and all other persons and property from the Premises.

14. CONDEMNATION

14.1 It is agreed and understood that in the event the Premises are taken, in whole or in part, by any governmental authority other than CITY, this License, and all rights, title and interest hereunder, shall, at the option of CITY, cease on the date title to such land so taken or transferred vests in the condemning authority. LICENSEE hereby waives all rights in any proceeds of such condemnation.

15. SURRENDER OF PREMISES

15.1 No act or thing done by CITY or its agents during the term hereby granted shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless the same be made in writing and subscribed by CITY.

16. SEPARABILITY

16.1 If any clause or provision of this License is illegal, invalid or unenforceable under present or future laws effective during the term of this License, then and in that event, it is the intention of the parties hereto that the remainder of this License shall not be affected thereby; and it is also the intention of the parties to this License that in lieu of each clause or provision of this License that is illegal, invalid or unenforceable, there be added as a part of this License a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

17. AMENDMENT

17.1 This License, together with the authorizing ordinance, constitutes the entire agreement between the parties. No amendment, modification or alteration of the terms of this License shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto. Amendments to this License may be approved by the Director on behalf of the CITY.

18. TAXES AND LICENSES

18.1 LICENSEE shall pay, on or before their respective due dates, to the appropriate collecting authority, all Federal, State and local taxes and fees which are now or may hereafter be levied upon LICENSEE, or upon the business conducted by LICENSEE on the Premises, or upon any of LICENSEE'S property used in connection therewith, and shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by LICENSEE.

19. NON-DISCRIMINATION

19.1 Any discrimination by LICENSEE or his agents or employees on account of race, color, sex, age, religion, disability or national origin in employment practices or in the use of or admission to the Premises is prohibited.

20. NO SUBSTANTIAL INTEREST

20.1 LICENSEE acknowledges that it is informed that Texas law prohibits contracts between CITY and any local public official, such as a CITY officer or employee, and that the prohibition extends to an officer and employee of CITY agencies, such as CITY-owned utilities and certain CITY boards and commissions, and to contracts involving a business entity in which the official has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. LICENSEE certifies, and this License is made in reliance thereon, that neither it, its individual officers, employees or agents, nor any person having a substantial interest in this License, is an officer or employee of CITY or any of its agencies.

21. NOTICES

21.1 Notices to CITY required or appropriate under this License shall be deemed sufficient if in writing and mailed, first class mail, postage prepaid, addressed to:

City of San Antonio City Clerk P.O. Box 839966 San Antonio. Texas 78283-3966 Director Dept of Downtown Operations P.O. Box 839966 San Antonio, Texas 78283-3966

or to such other address as may have been designated in writing by the Director or her designee. Notices to LICENSEE shall be deemed sufficient if in writing and mailed, first class mail, postage prepaid, addressed to LICENSEE at the address designated as follows, and shall be presumed delivered as of the third day after the date CITY mails such notice.

San Antonio Living History Association, Inc. 5310 San Pedro San Antonio, TX 78212

22. PARTIES BOUND

22.1 This License shall be binding upon and inure to the benefit of the parties hereto only and shall terminate upon the dissolution of LICENSEE or its assignees.

23. APPROVAL OF CITY

23.1 Whenever this License calls for approval by CITY, unless otherwise explained herein, such approval shall be evidenced by the written approval of the Director of Downtown Operations of the City of San Antonio or her designee.

24. RELATIONSHIP OF PARTIES

24.1 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the parties hereto. It is understood and agreed that neither the method of computation of compensation, nor any other provision contained herein, nor any acts of the parties hereto create a relationship other than the relationship of LICENSOR and LICENSEE.

25. TEXAS LAW TO APPLY

25.1 THIS LICENSE SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

26. GENDER

26.1 Words of any gender used in this License shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

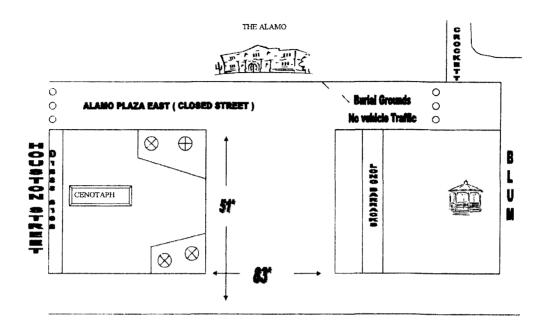
27. CAPTIONS

27.1 The captions contained in this License are for convenience of reference only and in no way limit or enlarge the terms and conditions of this License.

28. AUTHORITY

28.1 The signer of this License Agreement for LICENSEE hereby represents and warrants that he or she has full authority to execute this License Agreement on behalf of LICENSEE.

IN WITNESS WHEREOF, we have aft	firmed our signatures this day of
LICENSOR:	LICENSEE:
CITY OF SAN ANTONIO, A Texas Municipal Corporation	San Antonio Living History Association, Inc.
By: Sheryl L. Sculley, City Manager	By: Robert M. Beneviler Title: SALNA Chairman
ATTEST:	
City Clerk	
APPROVED AS TO FORM:	
City Attorney	



ALAMO ST.

Exhibit B

Alamo Plaza 2012

Schedule of events for the San Antonio Living History Association

Date	Time	Location	Program	Comments
Feb 4, 2012	9am-5pm	Alamo Plaza	Heritage Interp	1 st weekend
Feb 25, 2012	9am-5pm	Alamo Plaza	Alamo Siege	4 th weekend
Mar 3, 2012	9am-5pm	Alamo Plaza	Alamo Siege	1st weekend
Mar 4, 2012	11am-5pm	Alamo Plaza	Alamo Siege	1 st weekend
Mar 6, 2012	6am-7am	Alamo Plaza	Dawn at the Alamo	Anniversary Day
Mar 6, 2012	9am-4pm	Alamo Plaza	Alamo Anniv	Anniversary Day
Apr 21, 2012	8am-4pm	Alamo Plaza	Hallowed Ground	3 rd Weekend - Fiesta
May 19, 2012	8am-4pm	Alamo Plaza	Heritage Interp	3 rd Weekend
June 10, 2012	8am-4pm	Alamo Plaza	Heritage Interp	2 nd weekend - Sunday
July 14, 2012	8am-4pm	Alamo Plaza	Heritage Interp	2 nd weekend
Aug 11, 2012	8am-4pm	Alamo Plaza	Heritage Interp	2 nd weekend
Sept 8, 2012	8am-4pm	Alamo Plaza	Heritage Interp	2 nd weekend
Oct 20, 2012	8am-4pm	Alamo Plaza	Founders Day	3 rd weekend
Nov 10, 2012	9am-5pm	Alamo Plaza	Veterans Day	2 nd weekend
Dec 2, 2012	9am-5pm	Alamo Plaza	Heritage Interp	1st weekend – Sunday

- * All presentations are subject to weather.
- * March 2, 2012 from 3pm-6pm: reserved for setup for "Remember the Alamo".

Exhibit C

San Antonio Living History Association, Inc. Proposal in Response to City of San Antonio Request for Proposal RFP-2011-074 for Alamo Plaza Heritage Interpretation

DRIMURC

"Alamo Plaza Heritage Interpretation"

RFP Enclosed -ORIGINAL

TO: City Clerk's Office, Attn: Downtown Operations Department, 100 Military Plaza, 2nd Floor, City Hall, San Antonio TX 78205

From The

San Antonio Living History Association, Inc. 5310 San Pedro Ave., San Antonio TX 78212

CITY OF SAN ANTONIO DOWNTOWN OPERATIONS DEPARTMENT



REQUEST FOR PROPOSAL ("RFP")

for

Alamo Plaza Heritage Interpretation

RFP-2011-074

Release Date: August 17, 2011 Proposals Due: September 23, 2011

TABLE OF CONTENTS

- TAB 1 EXECUTIVE SUMMARY: Two (2) page executive summary shall include highlights of the work to be accomplished, including how Respondent proposes to accomplish the scope of services and unique value the Respondent offers to the City.
- TAB 2 GENERAL INFORMATION & REFERENCES FORM: Use the Form found in this RFP as Attachment A, Part One
- TAB 3 EXPERIENCE, BACKGROUND & QUALIFICATIONS: Use the Form found in this RFP as Attachment A, Part Two. Limit to 10 pages.
- TAB 4 PROPOSED PLAN: Use the Form found in this RFP as Attachment A, Part Three. Limit to 25 pages.
- NOTE: The remaining document requirements listed for TABs 5 9 are to be placed within Respondent's ORIGINAL proposal only. Additional copies are not required.
- TAB 5 <u>DISCRETIONARY CONTRACTS DISCLOSURE FORM</u>: Use the Form in RFP Attachment B which is posted separately or Respondent may download a copy at: https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf.

Instructions for completing the Discretionary Contracts Disclosure form:

- Download form and complete all fields. All fields must be completed prior to submitting the form.
- Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.
- TAB 6 <u>LITIGATION DISCLOSURE FORM</u>: Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment C. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.
- TAB 7 PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the amounts specified in the draft contract if awarded a contract in response to this RFP.
- TAB 8 SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment D. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.
- TAB $9 \underline{PROPOSAL\ CHECKLIST:}$ Complete and submit the Proposal Checklist found in this RFP as Attachment E.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely.

		Table of Contents	
		Section	Page Number
I	Backgrou	ınd	3
II.	Scope of	Services	3
TIL.	Term of (Contract	4
IV.	Pre-Subm	nittal Conference	4
V.	Proposal 1	Requirements	4
VI		ents to RFP	6
VII.		on of Proposals	6
VIII		ons on Communication	8
IX.	Evaluatio		9
Χ.		Contract and Reservation of Rights	9
XI.	Schedule	of Events	
		RFP Attachments	
		nust contain the following documents. These forms can bor web links, as indicated.	e found as
Attachm	ent A	General Information Form	12
Attachm	nent B	Discretionary Contracts Disclosure Form	18
Attachur	ent C	Litigation Disclosure Form	19
Attachm	ent D	Signature Page	21
Attachm	ent E	Proposal Checklist	23
		RFP Exhibits	
RFP Exhibi	t AA	Map of Alamo Plaza	25
RFP Exhib	it BB	Draft License Agreement	27

EXECUTIVE SUMMARY

This RFP Item I. BACKGROUND reads as follows:

"Since 1987, the San Antonio Living History Association (SALHA) has conducted historical reenactment and interactive programs in Alamo Plaza. Beginning in January 2010, the SALHA has had a license agreement with the City to conduct at least one historical program each month in Alamo Plaza. The City has waived the Alamo Plaza use fee for the SALHA."

The San Antonio Living History Association proposes to continue providing free heritage interpretation services in Alamo Plaza each month in accord with this RFP. SALHA performances have conformed with the definition of heritage interpretation which is a communication process, designed to reveal meanings and relationships of cultural and natural heritage, through involvement with objects, artifacts, and sites.

In response to that communication process, audience estimates were 45,000 for the 175th Anniversary March events in Alamo Plaza. The audience numbers, per DTO, for the SALHA "Remembering The Alamo" Weekend March events in Alamo Plaza, were 20,000 visitors Sat., March 5th and 18,000 visitors on Sun., March 6th. That 38,000 attendance at the SALHA events represent 84% of the total weekend audience. People came to see our history! As a result, these popular Alamo-related weekend events, SALHA created significant economic impact in direct and indirect benefits for City of San Antonio's hotels, motels, restaurants, as well as at the River Walk and other downtown entertainment venues.

The expanded scope of this RFP is seen as a demanding but welcomed challenge by SALHA. The question regarding our proposal to "promote other downtown cultural sites (for example, Cos House, La Villita, Spanish Governor's Palace) as part of the activities in this agreement is seen as an opened "door" of opportunity. For this RFP, the SALHA is adopting many of the heritage interpretive themes and goals recommended for Alamo Plaza 17 years ago, but never implemented. The SALHA heritage interpretation programs proposed will be based on the interpretive themes and goals developed by the Mayor's "Alamo Plaza Study Committee Report and Recommendations" and approved by the San Antonio City Council in 1994. For example, we feel that La Villita is an excellent heritage venue for development of a living history village for interpreting the multiple cultures and ethnicities who lived in the old "Pueblo del Alamo" that evolved into one of the first neighbors in San Antonio. For the past decade SALHA has presented living history events each December in Maverick Plaza and at the historic Cos House. The RFP inclusion of promoting the Spanish Governors Palace in the proposal clearly confirms the long time need for not only site promotion, but Spanish Colonial and Mexican period interpretation of that important historical asset.

With this new opportunity, SALHA can develop enhanced heritage interpretation programs that will promote San Antonio's founding heritage (early 1700s) up through the Texas Republic and early statehood periods (1836 through 1860). These expanded SALHA heritage interpretation objectives will require a greater organizational development, community outreach and support, and partnerships with schools, businesses, and institutions in the coming years. Toward that end, SALHA has begun to establish community partnerships in these areas. Review the partnership and collaboration letters attached to the PROPOSED PLAN response in the RFP. Other partners will be joining SALHA in this development effort.

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

To be submitted with Respondent's Proposal as TAB 2

1. Respondent Information: Provide the following information regarding the Respondent. (NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.) Respondent Name: S. A. Living History Association Inc. (NOTE: Give exact legal name as it will appear on the contract, if awarded.) Principal Address: 5310 San Pedro City: San Antonio State: Texas Zip Code: 78212 Telephone No. (210) 273-1730 Fax No: N/A Website address: www.sanantoniolivinghistory.org Year established: 1987 Provide the number of years in business under present name: 24 years Social Security Number or Federal Employer Identification Number Texas Comptroller's Taxpayer Number, if applicable: (NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.) DUNS NUMBER: Business Structure: Check the box that indicates the business structure of the Respondent. ☐ Individual or Sole Proprietorship If checked, list Assumed Name, if any:
☐ Partnership
☐ Corporation If checked, check one:
☐ For-Profit
☑ Nonprofit ☐ Domestic Foreign Also, check one: Other If checked, list business structure: Provide any other names under which Respondent has operated within the last 10 years and length of time under for each: San Antonio Living History Association, Inc. 24 years. 2. Contact Information: List the one person who the City may contact concerning your proposal or setting dates for meetings. Name: Robert M. Benavides Title: Chairman Address: 5310 San Pedro

City: San Antonio State: TX Zip Code: 78212

	Fax No: N/AFax No: N/A
Y n a:	Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity? Yes If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including ut not limited to the period of time for such debarment or suspension.
Ϋ́	Disciplinary Action: Has the Respondent ever received any disciplinary action, or any adding disciplinary action, from any regulatory bodies or professional organizations? If es", state the name of the regulatory body or professional organization, date and reason for ciplinary or impending disciplinary action.
5.	Previous Contracts: a. Has the Respondent ever failed to complete any contract awarded? Yes No. If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract
b.	Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract? Yes No If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.
c.	Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name? Yes No If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to

REFERENCES

Provide three (3) references – preferably from a firm or organization that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the Respondent's services/activities and be willing to respond to questions regarding the type and quality of services/activities provided.

Address: P.O. Box 83996 City: San Antonio		Zip Code: 78283-3966
		ax No:
Relationship: Alamo Plaz	a Events Coordinator for	S. A. Living History Association
teference No. 2: Firm/Organization Name:	Office of Cultural Affair	rs, City of San Antonio
Contact Name: Juan G. H Address: P.O. Box 83996	-	ect Support Specialist
City: San Antonio	State: TX	Zip Code: 78283-3966
77-1-1	17.	ax No:
i elepnone No.	F	IA INO.
Email: Relationship: Project Gra		
Email: Relationship: Project Gra	nt Monitor and OCA Lia	ison
Email: Relationship: Project Graueference No. 3: Firm/Organization Name:	nt Monitor and OCA Lia	ison
Email: Relationship: Project Graeference No. 3: Firm/Organization Name: Contact Name: Laura Wa	nt Monitor and OCA Lia San Antonio River Autholdrum, MPA Title: Com	oritymunity Relations Coordinator
Email: Relationship: Project Graueference No. 3: Firm/Organization Name: Contact Name: Laura Wa Address: 100 East Guenthe	nt Monitor and OCA Lia San Antonio River Autholdrum, MPA Title: Com	oritymunity Relations Coordinator
Email: Relationship: Project Graueference No. 3: Firm/Organization Name: Contact Name: Laura Wa Address: 100 East Guenthe	nt Monitor and OCA Lia. San Antonio River Authoritem, MPA Title: Commer St. State: TX	ority munity Relations Coordinator Zip Code: 78204
Email: Relationship: Project Graveference No. 3: Firm/Organization Name: Contact Name: Laura Wa Address: 100 East Guenthe City: San Antonio	nt Monitor and OCA Lia. San Antonio River Authoritation, MPA Title: Comper St. State: TX Fa	prity
Email: Relationship: Project Graveference No. 3: Firm/Organization Name: Contact Name: Laura Wa. Address: 100 East Guenthe City: San Antonio Telephone No. Email: waldrum@sara-tx.c	San Antonio River Autholdrum, MPA Title: Commer St. State: TX Factor for the San Antonio River	ison ority munity Relations Coordinator Zip Code: 78204 x No: Mission Reach Grand Opening and

RFP SALHA ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

To be submitted with Respondent's Proposal as <u>TAB 3</u> Limit response to 10 pages

Prepare and submit narrative responses to address the following items (restate each question & provide response).

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP - list and describe relevant projects of similar size and scope performed within past three years.

SALHA experience relevant to the Scope of Services requested by this RFP listing and describing relevant projects of similar size and scope performed within past three years are as follows:

Since 1988 SALHA has presented living history interpretation in Alamo Plaza. Starting in FY 1997 through 2011, SALHA successfully progressed through the vetting process, CAB panel review and received approval for grants funding projects and programs by the City's Department of Arts and Cultural Affairs (today's Office of Cultural Affairs). Upon review of DACA/OCA recommendations, the San Antonio City Council voted approval for these previous SALHA grant applications as part of the city's annual budget that year.

Prior to 2010, SALHA successfully completed three multiple-year COSA contracts for historical reenactments and interactive programs in Alamo Plaza. The approved SALHA programming was called "Revolution in Béjar: A Living History Interpretive Series." This series featured free annual historical reenactments, interactive demonstrations and programs that included four days of events in Alamo Plaza each February and March. The other public SALHA events at city historical sites were in La Villita in Maverick Plaza and at the Cos House (with a DTO agreement and support by the La Villita Tenants Assn.), and at Mission Concepción, Concepción Park, and St. Peter St. Joseph Children's Home area.

SALHA monthly Alamo Plaza programming and events for 2010 and 2011 have been successfully performed as per the SALHA licensing agreement authorized by City Council ordinance for these heritage presentations with the Downtown Operations Department. They included the monthly "Visits To The Past" programs plus "The Beginning of the Alamo Siege", "Remembering the Alamo!" Weekends and the "Dawn at the Alamo" events.

Go to TAB 4, PROPOSED PLAN, Item 2, to see the schedule and details of the 2012 SALHA Proposed Plan for "Visits To The Past" heritage interpretation activities and events in Alamo Plaza.

2. For each project described in #1, indicate quantifiable results, if any. If none, so state.

The official audience estimates for the SALHA 2011 February and March events in Alamo Plaza were 45,000. The audience numbers for the SALHA "Remembering The Alamo!"

Weekend events in Alamo Plaza were 20,000 visitors on Saturday, March 5th and 18,000 visitors on Sunday, March 6th, the 175th Anniversary of the Battle of the Alamo. These popular Alamo-related weekends have created significant economic impact benefits for City of San Antonio's hotels, motels, restaurants, as well as at the River Walk and other downtown entertainment venues. SALHA plans to develop measurable marketing methods to better determine the economic impact of these dates.

The SALHA monthly survey form has been reviewed by the SACVB's Research Manager, Javier Tamez. He suggested a number of questions for the new proposed 2012 SALHA survey document. Karina Alderete, CVB Community Relations Manager, stated, "Answers to these questions provide insights to where people are staying, how they heard about San Antonio, and how they're getting here." SALHA results are to be shared with SACVB.

Each of the other ten months of SALHA "Visits To The Past" heritage interpretive events (both 2010 & 2011) have averaged around 2,000 visitors in the sample survey reports. As of September 2011, the total combined Alamo Plaza Visitors at SALHA "Visits To The Past" and the "Remembering The Alamo" Weekend events have been 56,600; and 62,600 are projected for 2011.

3. Identify key individuals to be involved in providing services under the agreement – describe each key individual's role in support of the agreement and their relevant experience and qualifications.

SALHA has worked with all grade levels, in both public and private school sectors, from pre-K to University level. We have also developed the skills needed to communicate, educate, engage, and entertain regardless of their educational level. This experience has been invaluable to SALHA members presenting public programs, such as those performed in Alamo Plaza and other heritage sites, in an effective manner that connects with our audiences regardless of age.

W. H. "Bill" Barnett is a former Executive Vice President of Luby's Cafeterias and Past-President of the San Antonio Restaurant Association. Bill has 20 years of living history experience locally including the Lone Star Living History Association. He currently serves as the President of the San Antonio Living History Association. His skills demonstrations in Alamo Plaza and at other historical sites include: woodworking, leatherworking, buckskinning, knife making and he is also a historical gunsmith. For several years, Barnett has held positions of responsibility and authority in SALHA. His leadership focus has been focused on constant improvement by the SALHA membership towards interpreting San Antonio's rich heritage.

Ed Lunderman – is a living historian/reenactor and event organizer with over 35 years experience in planning, developing, and implementing historically correct living history events, reenactments, and scenarios of American history. He has proven leadership abilities for many different time periods and is currently the Vice President and event coordinator for San Antonio Living History Association events. Ed has worked with schools to initiate a more balanced history curriculum and created history programs for all grade levels for public and private schools. He has made historical leather and fabric accounterments, and is a long-time professional tailor of historically correct uniforms and clothing. Lunderman has done extensive

research on clothing, accounterments, and weapons for the 1820-50 time period in this area and has written and presented workshops to different organizations including SALHA. As a primitive skills demonstrator, Lunderman can demonstrate: Campfire Cooking, Leather Working, Pewter Casting, Period Tailoring, Period Money Display and Program, Period Medical/Pharmacy Display and Program, Powder horn Making and Decoration, Pistol, Rifle, And Musket Display and Program, Pole Arms Tactics, Sword Drill and Tactics, Artillery Drill and Tactics With Explanation of Implements. Ed's broad research and consulting background for stage and historical movies has served him well as a technical advisor, authentic props supplier, production tailor and actor.

John Potter – is SALHA Lead Interpreter & Texian Coordinator. Mr. Potter has over twenty years experience as a living historian and reenactor. He holds a BA, MS and Mid-management Certification in Educational Leadership with over 30 years of classroom experience with majors in U.S. Government/History, Texas History, and Speech (Interpretation). He is the co-author of Flags in the History of Texas that has been cited in several articles and is currently writing a book focusing on the für and hide trade in early Texas. Since retiring in 2003, he has been presenting a living history program called "A Day in 1800's Texas" to museums, libraries, schools, and historic venues throughout Texas. In 2007 his program was awarded the Texas Historical Foundation's Award of Merit. In addition he is a member of the National Association for Interpretation; Association for Living History, Farm and Agricultural Museums; Texas State Historical Association, United States Field Artillery Association and other living history organizations. John has been SALHA officer for most of his twenty years with the organization. For the last several years he has worked to improve the groups' authenticity, interpretive skills and improvement of individual research skills by conducting workshops and lectures for the group.

Carol Potter – Women's Coordinator: Mrs. Potter has been a member of SALHA for the last four years and currently serves as the Woman's Coordinator. She has assisted in her husband's school programs and developed her own programs on women's attire for the 1820's -1840's, period etiquette, period writing, early Texas schools, period toy and games, candle making and period lighting, weaving, period textiles, embroidery and period cooking and foods. She has strong research skills and belongs to many of the same organizations as her husband. Carol and John Potter are featured members in the "This Hallowed Ground: Alamo Plaza" historical walking tours and regularly present their skills at SALHA "Visits to the Past" in Alamo Plaza.

Dan Phillips – has been a member of SALHA since 1989 and has served as Texian Coordinator and Safety Officer multiple times. Dan is a featured member in the "This Hallowed Ground: Alamo Plaza" historical walking tours and at the monthly SALHA "Visits to the Past." His heritage interpretation goal has been to make history more interesting for students, teachers and other heritage visitors by giving them an opportunity to see and touch history and artifacts typical of voyager traveling in South Texas during the 1830s. He loves to share information about period survival skills for living off the land while traveling as well as frontier home life and the foods available in the wild. Dan's demonstrations skills at SALHA events include: flintlock weapons, flint & steel firemaking, making period clothing, open fire cooking, leather tanning, leatherworking, wood working, cornhusk doll making, brass chin straps for Mexican Shakos, and candle lantern making.

Anne-Marie Berglund - has 12 years experience with San Antonio Living History Association; has been Ladies Coordinator for 4 years and Secretary for 4 years. Anne-Marie has excellent knowledge of Texas History and has done extensive research on clothing, the history and usages of corn, the preparation of food on open fire based on early recipes from Mexican and Anglo cuisine. Her hands-on demonstrations include clothing, butter churning, sewing, knitting and weaving. Anne Marie's first-person portrayal is of Concepcion Losoya in the "The Women of the Alamo" vignette during the March events in Alamo Plaza. She also portrays Concepcion Losoya in the "This Hallowed Ground: Alamo Plaza" historical walking tours and at the monthly SALHA "Visits to the Past." Berglund expertly demonstrates hand-made toys of the 1830s to children and the general public, allowing the visitors to play and touch (tactile learning) all items shown. Besides conversing with the public about Alamo Plaza and San Antonio history, she also offers presentations at public, private and home schools for students in class as well as those students visiting the San Antonio Missions on the San Antonio Conservation Society-sponsored San Antonio Heritage Tours (See attached letter).

Rob Wilkerson – Active in SALHA for six years, Rob is a former teacher for SAISD, has participated with SALHA at the annual Tejeda Middle School "Living History Days" and presented living history programs to the Boy Scouts of America. He has portrayed Captain John Baugh of the New Orleans Greys for four years, is a featured member in the "This Hallowed Ground: Alamo Plaza" historical walking tours and at the monthly SALHA "Visits to the Past" where he presents living history demonstrations of knapping gunflints plus flint-and-steel firestarting in Alamo Plaza.

Chuck Jones - has been active with SALHA's beginnings following the City's 1986 Sesquicentennial activities in Alamo Plaza. He has taken an active role in all the living history events that SALHA has produced for the public. Chuck makes moccasins from tanned hides. most of the clothing that he wears (hand sewn), and the accessories he carries and demonstrates at the SALHA "Visits To The Past" events in Alamo Plaza. For his re-enacting experiences. Jones also makes ground cloth, forged knives, hand-made candles over a campfire, as well as, poured candles, making of lye soap, weaving on a inkle loom to show how straps and sashes are made, demonstrations of making a rope out of flax, and a complete demonstration from the growing of flax through each step of the processing to the finished material, linen cloth. The courser grade of tow (flax) used in rough clothing, ropes, weapon cleaning and fire starting. Chuck's work with schools has been very rewarding just being able to give our youth a better perspective of Texas and San Antonio history. The students get so excited about learning things and I keep hearing "I didn't know that!" He feels that youth are the foundation of our life to come and with their interest shown in learning will make them proud citizens of San Antonio. That same lesson has been reinforced many times in young minds when students drop by from the San Antonio Conversation Society's "Youth Heritage Tours" to the missions.

Cathy Jones – has been involved with SALHA since approx 1986 and has worked at event setting up and taking down to participating in period correct garments with researched interpretations for her demonstrations at "Visits to the Past," the annual Tejeda Middle School "Living History Days" and other educational events. Her SALHA work with schools creates an added emphasis on being historically correct and presenting a strong visual experience to the students may have read about the Alamo in class. Cathy's area of expertise is

period sewing, quilting, embroidery and cloth doll making.

Joel Settles, Theater Arts Director, SaySi Theatre Arts is a SALHA educational partner. The award winning SAY Si organization has been educating community youth for over 16 years. The tuition free programming of SAY Si has received competitive COSA funding and has consistently demonstrated the merit of its programming to the COSA leadership. SAY Si works with youth in grades 6-12. Its arts based curriculum encourages critical thinking, creative expression, and character development through the presentation of art exhibits and public performances.

Nick Valdivia, a member of the Community Advisory Committee to the SALHA Board, has worked with the organization during the past 2 years at Alamo Plaza events and assisted in providing videography services to document and record various SALHA events. Nick is currently constructing a new SALHA website using his professional skills and experience to better promote and market SALHA events using the latest web techniques and technology. His understanding of technology and interpretation of historical content will lead to meaningful web site content to attract visitors thru the web. Nick's strong web analytic skills will also help SALHA measure the impact of online marketing and the user experience in attracting and promoting event promotions.

- R. M. "Bob" Benavides has supported and worked with the San Antonio Living History Association since its beginnings 1987. Bob is an author, historical research consultant, and Tejano interpreter for SALHA programs and events. He has been President of the Canary Islands Descendants Association, the Granaderos de Gálvez, San Antonio Chapter of the Sons of the Republic of Texas, Chairman of the Historical Markers Committee for the Bexar County Historical Commission, appointed by San Antonio Mayor Thorton to the Alamo Plaza Study Committee, served on the 1981City's 250th Anniversary Committee Celebration for San Antonio's Founding of Municipal Government and the 1986 Sesquicentennial Committee as Chairman of the Texas Independence Week programs in Alamo Plaza. As current Chairman of the SALHA Board, Benavides has helped develop and write some of the living history programs and scripts presented in Alamo Plaza, La Villita and at the Cos House. He has written several grants to help fund SALHA activities from 1997 through 2011. As Chairman, Benavides serves as the SALHA community liaison and spokesman for the organization.
- 4. Identify and describe any experience you, your organization, and/or your key individuals have had working with the City of San Antonio include name of department and staff point of contact.

The San Antonio Living History Association has always endeavored to become a community resource in support of heritage interpretation at all of San Antonio's historical sites. SALHA is dedicated toward the development of educational programs for public presentations and collaboration with San Antonio schools and governmental entities. As a nonprofit organization, the promotion of public recognition of our city's rich multi-cultured heritage is a fundamental part of our mission statement.

In February 2008 and 2009 "Houston Street Fair," the San Antonio Living History

Association was invited by Tonya Drake, Special Events Manager of the Downtown Operations Dept., to collaborate with her and provide interpretive programming of living history reenactments, period music, dance, exhibits, and interactive demonstrations for the Downtown Operations Dept.

In September 2009, the San Antonio Living History Association (SALHA) received a DTO invitation from Colleen Swain, Assistant Director, Marketing Manager of Downtown Operations to meet with her, Tonya Drake, DTO Special Events Manager, and Bruce Martin, DTO Contract Manager. The resultant letter after that meeting stated, "We appreciate and respect the commitment of your organization in providing historical context for downtown visitors." This DTO initiative with SALHA generated a licensing agreement for the City Council ordinance that authorized SALHA to present monthly historical presentations in Alamo Plaza in 2010 and 2011. One requirement was the recording of monthly sample surveys of SALHA Alamo Plaza visitors. Since January 2010, monthly survey reports have been sent to Chris Zaldivar for DTO records.

From 1997 through 2011, the City's Office of Cultural Affairs has supported SALHA project grants that successfully progressed through the CAB panel review and received approval for grants funding projects and programs by the City's Department of Arts and Cultural Affairs (today's Office of Cultural Affairs). During these years, SALHA has received DACA/OCA recommendations and San Antonio City Council voted approval for these SALHA grant applications as part of each year's annual city budget. The SALHA Alamo Plaza programming approved was called "Revolution in Béjar: A Living History Interpretive Series" and it continues today. The series features free annual historical reenactments, interactive demonstrations and programs include four days of events in Alamo Plaza each February and March. The other public SALHA events at city historical sites were presented in La Villita in Maverick Plaza and at the Cos House (with DTO agreement and support by the La Villita Tenants Assn.), and at Mission Concepción, Concepción Park, and St. Peter St. Joseph Children's Home area.

For the last three years, Juan Hernandez, OCA Project Support Specialist, has been project grant mentor to support the SALHA "Living History Interpretive Theater Workshop Series," a series of free interpretive training workshops to assist SALHA and other site interpreters to develop better public presentation skills for their programs and productions at city heritage sites.

Last May SALHA was invited to participate with the City's Office of Historic Preservation for a site interpretation stop at the Cos House in La Villita during their "Amazing Preservation Race" in downtown San Antonio. Anna Glover, Senior Planner in the City's Historic Preservation Office, is SALHA contact for this and future historic preservation events.

In June, SALHA was invited to participate in the Mission Reach Phase 1 and 2 Grand Opening Celebration at the Concepcion Park River Portal. Laura Waldrum, Community Relations Coordinator for the San Antonio River Authority.

5. Describe your organization's experience working with schools and explain what value this experience would provide, if any, in performing services under this agreement.

The OCA-funded series of living history interpretive workshops and event labs (in Alamo Plaza) described above has provided improved SALHA membership training and generated new educational partnerships with schools and local nonprofits such as Say Si Theatre Arts (middle and high school students) and technical theater support from CommunicateSA (university students). With additional nonprofits and skilled volunteers collaborating with SALHA, the living history productions have made measurably improvements toward achieving its mission statement and better serving San Antonio's public. Below are examples of SALHA educational initiatives that have benefitted our organization and all participating San Antonio students.

One new SALHA "Youth Heritage Program" has established an educational partnership with the Southwest Preparatory District (3 High School campus in San Antonio) to provide their history, theater arts, information technology, and visual arts teachers with SALHA historical and cultural (heritage) research, authentic interpretive clothing, equipment, skills training, and performance venues for their students in Alamo Plaza, La Villita and at the Witte Museum's new South Texas Heritage Center. One of the goals of the Southwest Preparatory High Schools is to provide students with "Signature Experiences" as part of their education. The opportunity for these students to work with their teachers and SALHA mentors to learn about San Antonio heritage and to obtain training for hands-on participation through the new SALHA "Youth Heritage Program," which assures that each of their students participating will receive "signature experiences" in union with their school curricula.

Shenna Hayden, Public Programs Educator and Docent Trainer at the Witte Museum, has requested a new partnership for SALHA to serve as living history consultants and interpretive volunteers for scripted and costumed demonstrations, Gallery Theater programs, plus monthly Family Days with different heritage themes in the summer. This SALHA educational affiliation will impact thousands of visiting K-12 students, residents and heritage tourists.

SALHA has provided "Student Passports to Texas History" to 4th and 7th Grade Texas History students. Students attending SALHA events get their "passports" stamped and receive credit from their Social Studies/Texas History teachers at participating schools.

Another established SALHA educational partnership is with the Alamo Chapter of the Sons of the Republic of Texas (SRT) for their annual 7th Grade Texas History Contest. Approximately 1,800-2,000 students participate in the SRT contest. The winning students are invited by the Alamo Chapter, SRT to join SALHA on its "This Hallowed Ground: Alamo Plaza" historical walking tour. This free Fiesta event in Alamo Plaza is followed by presentation of awards and U.S. Bonds to the winning students in the Texas History contest.

The SALHA Banda de Guerra educational project provides authentic 1830s Mexican uniforms, military music, period drums and bugles for the marches and bugle calls incorporated into SALHA Alamo Plaza vignettes and reenactments. Talented student musicians from Jefferson, Edison and Fox Tech high schools have been in Banda de Guerra. Another SALHA Banda de Guerra educational project features folklorico class performance the Fandango Tejano dances as integrated parts of SALHA Alamo Plaza

reenactment programs. Today, Artistic Director Victor Castillo and the Mexicapan Dance Academy student dancers perform the Fandango Tejano dances incorporated into SALHA Alamo Plaza vignettes and reenactments. Originally, with SALHA funding, the Thomas Jefferson High School Apparel Arts Class assembled authentic clothing based on the Theodore Gentilz early San Antonio painting called El Fandango as well as the authentic Banda de Guerra student uniforms and band instruments of 1830s San Antonio de Bejar.



El Fandango

6. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information you wish to be considered.

Mission Statement: The San Antonio Living History Association is an educational non-profit organization dedicated to creating artistic interpretive presentations, historical programs, and interactive cultural demonstrations that inform, entertain, and enlighten audiences.

Our goal is to promote greater understanding of San Antonio's multi-cultured heritage using the skills and art of living history interpretation in local schools and historic sites.

<u>Our purpose</u> is to educate, engage, and entertain audiences, while expanding their historical and cultural horizons. Living history interpretation is an educational art form that incorporates many arts including theater, music, dance, period fashions, storytelling.

The recommended heritage interpretation themes and goals originally developed by the Alamo Plaza Study Committee Report have never been addressed, implemented nor championed since the San Antonio City Council voted their approval in 1994. The same can be said about heritage interpretation at La Villita, the historic Cos House, the Spanish Governors Palace and other historical sites. The "Alamo Plaza Study Committee Report and Recommendations" was approved by the San Antonio City Council in 1994 with 24 Alamo Plaza Study Committee multi-cultured members from all city districts, and co-chaired by District 1 (Roger Perez) and 9 (Howard Peak) City Councilmen. The Interpretive Themes and Goals included.

Alamo Plaza Themes

- A. The Evolution of Settlements and Cultures in Alamo Plaza;
- B. Tell the Story of the Battle of the Alamo;
- C. Alamo Plaza The Number 1 Destination Point for Tourism in Texas; and,
- D. This Hallowed Ground: Alamo Plaza.

Alamo Plaza Theme Goals

- A. The Evolution of Settlements and Cultures in Alamo Plaza theme has these goals:
 - 1. To tell the story of the environment and the Native Americans
 - To tell the story of the Spanish Settlement, including the three types of towns; the Mission-Led Indian Town, the Soldier/Settler Town, and the Civilian Town.
 - To tell the story of the Mexican/Anglo American Settlement and the coming of the Revolution.

O

- B. Tell the Story of the Battle of the Alamo theme has these goals:
 - 1. Tell all sides of the military story.
 - 2. Tell the politics of the Texas Revolution.
 - 3. Tell the local population reaction and participation in the battle.
 - 4. Tell the geography of the battlefield.
 - 5. Tell the story of the 1836 Battle of the Alamo.
 - 6. The Battle of the Alamo as a symbol.
- C. Alamo Plaza The Number 1 Destination Point for Tourism in Texas goals are:
 - 1. Provide needed information and services.
 - Alamo Plaza should be an orientation point from which visitors can find other destination points.
 - 3. Changes in Alamo Plaza should be sensitive to the tourism industry.
- D. This Hallowed Ground: Alamo Plaza Theme has these goals:
 - 1. Alamo Plaza should be regarded with reverence for all who died there.
 - Alamo Plaza should better represent a respectful entry point [to the national historic landmark that is the San Antonio de Valero and Alamo compound]
 - 3. Alamo Plaza should be a place of remembrance.
 - 4. Illustrate and describe the [diverse] sacrifices for self-determination.
 - 5. Recognize and remember all the cultures that have contributed.

The San Antonio Living History Association is taking up the Alamo Plaza Study Committee Report Recommendations for heritage interpretation as described above for this RFP. SALHA proposes to develop and implement future "Alamo Plaza Heritage Interpretation" programs and events using the City Council-Approved "Alamo Plaza Study Committee" interpretive themes and goals for presentations to visiting residents, students, and cultural heritage tourists to Alamo Plaza.

The San Antonio Living History Association has been the main nonprofit organization that annually has attempted to address heritage interpretation at almost all of these city-owned sites in the RFP. The SALHA all-volunteer members have proven their love of San Antonio history and cultures. Their thousands of volunteer hours worked each year have been dedicated ensuring that all SALHA events would be free and yet give a unique and authentic experience to the thousands of visiting public, be they residents, students or cultural heritage tourists in San Antonio. Over many years, the SALHA economic impact efforts have significantly benefited the city at no cost! The only request asked was that the City grant official approval for the annual SALHA presentations of heritage interpretation programs and events offered at city-owned historical sites.

With this RFP opportunity, the San Antonio Living History Association is now setting a higher standard for future cultural heritage interpretation, not only in Alamo Plaza, but for all historical periods and at historical sites in San Antonio. SALHA has recruited San Antonio Missions National Park Ranger Tom Castaños, Education and Youth initiative Coordinator at San Jose Mission, Alfred Rodriguez, Bexar County Spanish Archivist,

Richard G. Santos, International historian, author and State Vice President of Los Caminos Reales de Tejas Association, and Martin Vasquez, President of El Primér Batallón de México Living History Association. Each have agreed to serve as members of the SALHA Community Advisory Committee to support development of the SALHA Spanish Colonial and Mexican Independence period interpretive programs and projects at the city heritage sites named in this RFP. This renewed SALHA commitment toward achieving its overall mission statement will better address the broader heritage timeline of San Antonio's three centuries of human experiences in Texas history.

Such an effort will require seeking new expertise, funding, expanded community outreach, and new SALHA membership that represents a cross-section of San Antonio's population that will become a part of telling their ancestors' stories at these heritage sites and mirror the multi-cultured heritage of our historic city to thousands every year.

The SALHA Youth Heritage Program educational partnerships will mentor students regarding our history and cultures along with teaching them the heritage interpretation methods and techniques used in public presentations. This program will be developed in collaboration with their teachers and the school curricula. The SALHA partnerships with SaySi and the Southwest Preparatory District High Schools have been established to develop and implement this program's educational outreach. A vision for greater community support is being charted to achieve these educational goals as an integrated mentoring community service.

PROPOSED PLAN

To be submitted with Respondent's Proposal as <u>TAB 4</u> Limit response to 25 pages

Prepare and submit narrative responses to address the following items (restate each question & provide response).

- How frequently do you propose to conduct heritage interpretation activities in Alamo Plaza?
 - The San Antonio Living History Association (SALHA) proposes to conduct heritage interpretation activities in Alamo Plaza typically once or twice every month for a minimum of 8 hours each month. The annual SALHA February and March events will generate additional days and hours of activity in Alamo Plaza.
- Based on the response to #1, identify a proposed schedule of activities in Alamo Plaza for a 12 month period, including descriptions of activities, portion(s) of Alamo Plaza to be occupied, and operating hours. Include March 6 anniversary weekend.

In order to identify a proposed schedule of activities in Alamo Plaza for a 12 month period, including descriptions of activities, portion(s) of Alamo Plaza to be occupied, and operating hours, including the March 6 anniversary weekend, SALHA submits the current schedule for 2011 below. The monthly Alamo Plaza programming and events for 2010 and 2011 have been successfully performed as per the previous Downtown Operations Department-SALHA licensing agreement that was authorized by City Council ordinance for these heritage presentations.

The 2011 SALHA scheduled monthly description in Alamo Plaza, as submitted to DTO, is listed below:

January 29: "Visits To The Past" – Alamo Plaza, Saturday, 12:00AM to 4:30PM. Free. The San Antonio Living History Association (SALHA) hosts free "Visits To The Past" programs in Alamo Plaza to engage visitors in conversations about 1800s San Antonio as they "step back" in time. "Visits To The Past" programs are presented monthly in the middle of the city-owned portion of the Alamo mission compound that is today's Alamo Plaza. These "Visits" feature the sights, sounds, skills, clothing, and lifestyles of early San Antonio and interpret details of Alamo Plaza history. SALHA historical demonstration and exhibit tables are setup under the trees in Alamo Plaza, a great venue for visitors to relax, stay a while, and find out about the most "hallowed ground" in Texas. All presentations are subject to the weather. Diverse historical themes will be offered each month.

February 26: "Glory at the Alamo" – Alamo Plaza, Saturday, 10AM to 5PM. Free. San Antonio Living History Association (SALHA) interpreters portray the events leading up to the famous 1836 Battle of the Alamo. At the 175th Anniversary reenactment of "The Beginning of the Alamo Siege." Visitors witness Santa Anna's earlier-than-expected arrival at the Alamo and his demand for the Texian surrender followed by their response with cannon and flintlocks. Visitors will also enjoy period music and dancing, and engage in interactive living history exhibits and demonstrations.



Mexican Soldado

Find out how flintlock arms and black powder cannons were loaded and fired at the Alamo. Children can participate in a period marching drill and see handmade toys of that period. Other period skills features 1800s clothing, early foods, flint knapping, how early Texans started a fire without matches, and other skills. Visit with the Celtaire String Band, Fandango Tejano Dancers, Banda de Guerra, Sutler Store, and meet SALHA living history reenactors. This event is hosted by the San Antonio Living History Association and supported by the City of San Antonio's Office of Cultural Affairs and Downtown Operations Department.

March 5 & 6: "Remembering the Alamo!" Weekend

Alamo Plaza, Saturday, March 5, 10AM-5PM and Sunday, March 6, 11 AM to 5 PM.

Visitors and living history reenactors from across Texas and the U.S. annually gather in Alamo Plaza from across the country to attend or participate in San Antonio Living History Association historical reenactments that interpret the story of the 13-day siege and attack upon the Alamo by General Santa Anna.



Alamo Battle Scene

"Santa Anna's Council of War" and "For God and Texas! Dios y Libertad!" are the two main living history reenactments that tell the story of the Alamo conflict the epic story from both sides of the conflict.

"Santa Anna's Council of War" takes the audience into Santa Anna's headquarters where he discusses and debates with his officers regarding the best strategy for attacking the Alamo walls. "For God and Texas! Dios y Libertad!" is the narrated dramatization of the 13-day Alamo siege and battle between General Santa Anna's Army and the defending Alamo garrison. Historical interpreters demonstrate how flintlock arms were used and show how black powder cannons were loaded and fired at the Alamo. Visitors are "recruited" to participate in a period marching drill. Bagpipers, Banda de Guerra and the Celtaire String Band provide period music.

March 6: "Dawn at the Alamo" - Alamo Plaza, 6 AM to 7 AM.



A pre-dawn commemorative ceremony honors the fallen on both sides of the 1836 Battle of the Alamo, which began in darkness and ended in early morning light. It has a very solemn tone, as thirteen candles are lit to remember the 13-day siege. The reconciliation peace prayer, recited in both English and Spanish, honors 189 Texian defenders and about 600 Mexican troops either killed or wounded in the battle.

Eyewitness accounts of the battle are read as a flintlock musket volley echoes the sounds of gunfire against the walls. You'll get a good sense of what the soldiers went through as the end came to the defenders. San Antonio Living History Assn. hosted the 175th Anniversary events.

• The official Alamo Plaza visitor numbers for the SALHA RTA Weekend were 20,000 on Saturday, March 5th and 18,000 on Sunday, March 6th.

April 9: "Visits To The Past" - Alamo Plaza, Saturday, 10:00AM - 2:30PM. Free. The San Antonio Living History Association (SALHA) hosts free "Visits To The Past" programs in Alamo Plaza to engage visitors in conversations about 1800s San Antonio as they "step back" in time. "Visits To The Past" programs are presented monthly in the middle of the city-owned portion of the Alamo mission compound that Flint Knapping for Flintlock Rifles



is today's Alamo Plaza. These "Visits" feature the sights, sounds, skills, clothing, and lifestyles of early San Antonio and interpret details of Alamo Plaza history. SALHA historical demonstration and exhibit tables are setup under the trees in Alamo Plaza, a great venue for visitors to relax, stay a while, and find out about the most "hallowed ground" in Texas. All presentations are subject to the weather. Diverse historical themes will be offered each month.

Plus An Added Fiesta Event in April!

"This Hallowed Ground: Alamo Plaza", a free SALHA historical walking tour that features living history men, women and children in period clothing and persona, as a 1:00-2:30PM event. The walking tour is held during Fiesta, which itself began as a commemorative tribute to the heroes of the Alamo. Maps and booklet will help you envision the Alamo fortress's original boundaries, from the main gateway to the key strategic points where the cannons were placed. This official Fiesta event is sponsored by the Alamo Chapter, Sons of the Republic of Texas.

May 14: "Visits To The Past" - Alamo Plaza, Saturday, 10:00AM to 2:30PM. Free. The San Antonio Living History Association (SALHA) hosts free "Visits To The Past" programs

in Alamo Plaza to engage visitors in conversations about 1800s San Antonio as they "step back" in time. "Visits To The Past" programs are presented monthly in the middle of the city-owned portion of the Alamo mission compound that is today's Alamo Plaza. These "Visits" feature the sights, sounds, skills, clothing, and lifestyles of early San Antonio and interpret details of Alamo Plaza history. SALHA historical demonstration and exhibit tables are setup under the trees in Alamo Plaza, a great venue for visitors to relax, stay a while, and find out about the most "hallowed ground" in Texas.



About Corn and Tortillas

June 18: "Visits To The Past" - Alamo Plaza, Saturday, 9:00AM to 1:30PM. Free.



The San Antonio Living History Association (SALHA) hosts free "Visits To The Past" programs in Alamo Plaza to engage visitors in conversations about 1800s San Antonio as they "step back" in time. "Visits To The Past" programs are presented monthly in the middle of the city-owned portion of the Alamo mission compound that is today's Alamo Plaza. These "Visits" feature the sights, sounds, skills, clothing, and lifestyles of early San Antonio and interpret details of Alamo Plaza history.

Water Gourds and a Coffee Pot Antonio and interpret details of Alamo Plaza history. SALHA historical demonstration and exhibit tables are setup under the Alamo Plaza trees, a great venue for visitors to relax, stay a while, and find out about the most "hallowed ground" in Texas.

July 16: "Visits To The Past" – Alamo Plaza, Saturday, 9:00AM to 1:30PM. Free. The San Antonio Living History Association (SALHA) hosts free "Visits To The Past" programs in Alamo Plaza to engage visitors in conversations about 1800s San Antonio as they "step back" in time. "Visits To The Past" programs are presented monthly in the middle of the city-owned portion of the Alamo mission compound that is today's Alamo Plaza. These "Visits" feature the sights, sounds, skills, clothing, and lifestyles



Cornhusk Doll Making Class

of early San Antonio and interpret details of Alamo Plaza history. SALHA historical demonstration and exhibit tables are setup under the trees in Alamo Plaza, a great venue for visitors to relax, stay a while, and find out about the most "hallowed ground" in Texas. Diverse historical themes are offered monthly.

August 20: "Visits To The Past" - Alamo Plaza, Saturday, 9:00AM to 1:30PM. Free. The San Antonio Living History Association (SALHA) hosts free "Visits To The Past" programs in Alamo Plaza to engage visitors in conversations about 1800s San Antonio as they "step back" in time. "Visits To The Past" programs are presented monthly in the middle of the city-owned

portion of the Alamo mission compound that is today's Alamo Plaza. These "Visits" feature the sights, sounds, skills, clothing, and lifestyles of early San Antonio and interpret details of Alamo Plaza history. SALHA historical demonstration and exhibit tables are setup under the trees in Alamo Plaza, a great venue for visitors to relax, stay a while, and find out about the most "hallowed ground" in Texas. All presentations are subject to the weather. Diverse historical themes are offered monthly.



1800s Broom Making

September 17: "Visits To The Past" – Alamo Plaza, Saturday, 10:00AM to 2:30PM. Free. The San Antonio Living History Association (SALHA) hosts "Visits To The Past" programs in Alamo Plaza to engage visitors in conversations about 1800s San Antonio & "step back" in time.







Demonstration of Flint & Steel Firestarting

Period Sewing Techniques

"Visits To The Past" programs are presented monthly in the middle of the city-owned portion of the Alamo mission compound that is today's Alamo Plaza. These "Visits" feature the sights, sounds, skills, clothing, and lifestyles of early San Antonio and interpret details of Alamo Plaza history. SALHA historical demonstration and exhibit tables are setup under the trees in Alamo Plaza, a great venue for visitors to relax, stay a while, and find out about the most "hallowed ground" in Texas. Diverse historical themes are offered monthly.

October 22: "Visits To The Past" - Alamo Plaza, Saturday, 10:00AM to 2:30PM. Free.

The San Antonio Living History Association (SALHA) hosts free "Visits To The Past" programs in Alamo Plaza to engage visitors in conversations about 1800s San Antonio as they "step back" in time.

"Visits To The Past" programs are presented monthly in the middle of the city-owned portion of the Alamo mission compound that is today's Alamo Plaza. These "Visits" feature the sights, sounds, skills, clothing, and lifestyles of



Candle Making

early San Antonio and interpret details of Alamo Plaza history. The October 22nd "Visits To The Past" presentation will be in support and collaboration with, the San Antonio Founders Day event in Alamo Plaza. SALHA historical demonstration and exhibit tables are setup under the trees in Alamo Plaza, a great venue for visitors to relax, stay a while, and find out about the most "hallowed ground" in Texas. Diverse themes each month.

October 29: "Battle of Concepción" & Historical Encampment: Saturday, 10AM to 4PM.

The San Antonio Living History Association will hold a historical encampment from 10 AM to 4 PM at the rear of St.



Peter-St. Joseph Children's Home, 919 Mission Road. History buffs are invited to the free encampment and the two battle re-enactments presented in Concepcion Park at 11 AM and 3 PM.



The historical encampment features demonstrations of food, crafts, weaponry, clothing, military life & living skills typical

of both Texian and Mexican forces just south of San Antonio de Béjar on October 28, 1835.

November 12: "Visits To The Past" - Alamo Plaza, Saturday, 10:00AM to 2:30PM. Free.



Early Foods

The San Antonio Living History Association (SALHA) hosts free "Visits To The Past" programs in Alamo Plaza to engage visitors in conversations about 1800s San Antonio as they "step back" in time. "Visits To The Past" programs are presented monthly in the middle of the city-owned portion of the Alamo mission compound that is today's Alamo Plaza. These "Visits" feature the sights, sounds, skills, clothing, and lifestyles of early San Antonio and interpret details of Alamo Plaza history. SALHA historical demonstration and exhibit tables are setup under the trees in Alamo Plaza, a great venue for visitors to

relax, stay a while, and find out about the most "hallowed ground" in Texas. All presentations are subject to weather. Diverse themes are presented monthly.

December 3: "Visits To The Past" – Alamo Plaza, Saturday, Noon to 4:30PM. Free. The San Antonio Living History Association (SALHA) hosts free "Visits To The Past" programs in Alamo Plaza to engage visitors in conversations about 1800s San Antonio as they "step back" in time. "Visits To The Past" programs are presented monthly in the middle of the city-owned portion of the Alamo mission compound that is today's Alamo Plaza. These "Visits" feature the sights, sounds, skills, clothing, and lifestyles of early San Antonio and interpret details of Alamo Plaza history. Presentations are subject to the weather. Diverse themes are presented monthly.





Talking with Visitors About Alamo Plaza History

December 10: "Battle of Béjar" and "The Capitulation of General Cos"

Saturday, 10:00AM to 4:00PM in Maverick Plaza and at the Cos House in historic *La Villita*. The San Antonio Living History Association reenacts the storming of San Antonio de Béjar (now City of San Antonio, Texas) by Texian Volunteers and native Tejanos that drove out the Mexican garrison from the town of Béjar and the Alamo fortress in December 1835.



Texians at the Battle of Béjar

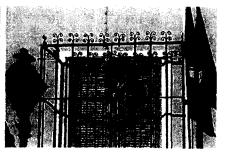


Mexican Volley in Maverick Plaza

The two historical walking tours throughout La Villita precede the two battle reenactments in La Villita's Maverick Plaza at this annual San Antonio Living History December event.

"The Capitulation of General Cos" treaty signing at the historic Cos House on Villita St.







Texian and Tejano Forces at the Cos House The Mexican Army Contingent Arrives





General Burleson Meets General Cos



General Cos signs Articles of Capitulation

- End of 2011 SALHA Scheduled Events -

NOTE: Audience estimates for the SALHA 2011 February and March events in Alamo Plaza were 45,000. The audience numbers for SALHA 2011 March events in Alamo Plaza, per DTO, were 20,000 visitors on Sat., March 5th and 18,000 visitors on Sun., March 6th.

Additionally, these popular Alamo-related weekends create significant economic impact benefits for City of San Antonio's hotels, motels, restaurants, as well as at the River Walk and other downtown entertainment venues. SALHA has plans to develop measurable marketing methods to better determine the economic impact of these dates. The proposed SALHA monthly survey form has been reviewed previously by the SACVB research manager, Javier Tamez, who suggested a number of new questions for the SALHA survey document. Karina Alderete, SACVB Community Relations Manager, stated, "Answers to these questions provide insights to where people are staying, how they heard about San Antonio, and how they're getting here." SALHA data will be shared with SACVB.

The other ten months of SALHA "Visits To The Past" heritage interpretive events (both 2010 & 2011) have averaged around 2,000 visitors in the sample survey reports. As of September 2011, the total combined Alamo Plaza Visitors at SALHA "Visits To The Past" and "Remembering The Alamo" Weekend events have been 56,600; 62,600 projected for 2011.

3. Based on the response to #2, identify artifacts, objects, and/or documents you propose to incorporate in your activities.

The artifacts, objects, and/or documents SALHA proposes to incorporate in your activities Authentic reproduction military and civilian clothing, accourrements, tools, flintlock arms such as rifles, muskets, cannons will be demonstrated and incorporated into SALHA events. Period furniture, food, utensils, tents, set props, toys, flags, drums, cornetas, other musical instruments and sound effects will be used in SALHA activities. Spinning wheels, weaving, corn grinding, the use of the metate, butter churning, yarn and cornhusk doll making also will be incorporated. Reproductions of historical documents, books, money and sheet music also will be displayed and incorporated into SALHA living history vignettes and reenactments as appropriate to each period and story being told in Alamo Plaza. The UTSA Center for Archeological Research will be invited to present their "Legacy: Hands on the Past" program and display artifacts uncovered from excavations in the Alamo Plaza and La Villita areas.

4. Based on the response to #2, identify proposed use of multi-media devices and electronic amplification with activities on Alamo Plaza, if any. If none, so state.

For the February and March Alamo Plaza events – SALHA proposes to use multi-channel wireless microphone systems and extensive electronic amplification for sound projection through several speakers for audiences attending the programming in Alamo Plaza. Sound effects, epic music and voice-over narrative tracts are also used for dramatic purposes. New technology also is being developed for incorporation into SALHA historical walking tours.

5. Describe how you propose to create visual and aural excitement in Alamo Plaza.

SALHA proposes to create visual and aural excitement in Alamo Plaza by providing expanded timeline heritage interpretive programming that includes the sights and sounds of authentic clothing, music, accourtements, tools and equipment used in early San Antonio starting in the Spanish Colonial Mission and Presidio periods through the Mexican Independence movement, the Texas colonial and revolutionary periods, and up through the Republic of Texas and the early statehood experience in San Antonio. Visitors will see and hear documented Mexican band music, Tejano Fandango music, Texian colonist music and instruments, civilian and military fashions, and authentically dressed dancers based on the Theodore Gentilz local painting called "El Fandango," to reflect the cultural blending of native Texans and new colonists during each of these historical periods in San Antonio.

The added SALHA visual and aural excitement will be created when heritage programs interpreting the Spanish Colonial and Mexican Independence era sights and sounds (1716 to 1830) are introduced in Alamo Plaza, the start of the San Antonio Mission Trail. Collaborating with new San Antonio resident and student interpreters, this bold educational initiative also will impact visitors at other heritage sites such as La Villita, the Cos House, the Spanish Governors Palace, and the other four Spanish Colonial missions.

These expanded SALHA heritage interpretation programs proposed will be based on the interpretive themes and goals developed by the Mayor's "Alamo Plaza Study Committee Report and Recommendations" that were approved by the San Antonio City Council in 1994. With 24 Alamo Plaza Study Committee multi-cultured members from all city districts, co-chaired by District 1 and 9 City Councilmen, the Interpretive Themes and Goals developed are included below:

Alamo Plaza Themes

- A. The Evolution of Settlements and Cultures in Alamo Plaza;
- B. Tell'the Story of the Battle of the Alamo;
- C. Alamo Plaza The Number 1 Destination Point for Tourism in Texas; and,
- D. This Hallowed Ground: Alamo Plaza.

Alamo Plaza Theme Goals

- A. The Evolution of Settlements and Cultures in Alamo Plaza theme has these goals:
 - 1. To tell the story of the environment and the Native Americans
 - To tell the story of the Spanish Settlement, including the three types of towns; the Mission-Led Indian Town, the Soldier/Settler Town, and the Civilian Town.
 - 3 To tell the story of the Mexican/Anglo American Settlement and the coming of the Revolution.
- B. Tell the Story of the Battle of the Alamo theme has these goals:
 - 1. Tell all sides of the military story.
 - 2. Tell the politics of the Texas Revolution.
 - 3. Tell the local population reaction and participation in the battle.
 - 4. Tell the geography of the battlefield.
 - 5. Tell the story of the 1836 Battle of the Alamo.
 - 6. The Battle of the Alamo as a symbol.
- C. Alamo Plaza The Number 1 Destination Point for Tourism in Texas goals are:
 - 1. Provide needed information and services.
 - Alamo Plaza should be an orientation point from which visitors can find other destination points.
 - 3. Changes in Alamo Plaza should be sensitive to the tourism industry.
- D. This Hallowed Ground: Alamo Plaza Theme has these goals:
 - 1 Alamo Plaza should be regarded with reverence for all who died there.
 - Alamo Plaza should better represent a respectful entry point [to the national historic landmark that is the San Antonio de Valero and Alamo compound]
 - 3. Alamo Plaza should be a place of remembrance.
 - 4. Illustrate and describe the [diverse] sacrifices for self-determination.
 - 5. Recognize and remember all the cultures that have contributed.

The San Antonio Living History Association is adopting the "Alamo Plaza Study Committee Report Recommendations" described above for this RFP. SALHA proposes to develop and implement future "Alamo Plaza Heritage Interpretation" events using these City Council-Approved interpretive themes and goals to create new visual and aural excitement for residents, students, and cultural heritage tourists in Alamo Plaza.

6. Will walking tours be part of your proposed activities? If so, indicate if different types of walking tours will be available and describe each proposed walking tour (subject, target audience, route, time). If walking tours not proposed, so state.

SALHA historical walking tours will be part of our proposed activities. SALHA has presented the copyrighted historical walking tour called "This Hallowed Ground: Alamo Plaza" to Alamo Plaza visitors since 1988. The walking tour name was submitted in 1994 by the current SALHA Chairman as a theme that was adopted by the Alamo Plaza Study Committee while he was serving as a Mayor-appointed member. In 2008, SALHA developed a similar living history walking tour for visitors to La Villita. The tours are presented each December as part of the SALHA "Battle of Béjar" activities. Another historical walking tour is being developed for Elementary and Middle School groups with tactile (hands-on) learning demonstrations and exhibits. Using the expertise of members on the SALHA Board Advisory Committee, both Spanish Colonial and Mexican period themed walking tours, demonstrations and programs will be developed for use in Alamo Plaza and other downtown heritage sites such as the Spanish Governors Palace. NPS Ranger Tom Castaños, Education and Youth Initiative Coordinator at Mission San Jose, Lupita Barrera, Director of Education & Interpretation at the Institute of Texan Cultures, and Richard G. Santos, international historian, author and Vice President of Los Caminos de los Tejas Association, are SALHA consultants and advisors for the development of these new themed walking tours and interpretive presentations.

7. Indicate how you propose to promote other downtown cultural sites (for example, Cos House, La Villita, Spanish Governor's Palace) as part of activities under this agreement? If no plan to promote other downtown cultural sites, so state.

SALHA currently has annually scheduled living history interpretive events in La Villita and at the Cos House. In the past, a SALHA drum detail of reenactors has been used in Alamo Plaza to announce the time an location of the "Battle of Béjar" in La Villita, passed out event flyers, and then invited Alamo Plaza visitors to follow (or march with) them 3 blocks south to the reenactment of the battle in Maverick Plaza and followed by the "Capitulation of General Cos" at the Cos House. To better market such events, SALHA will be using technology (a new website) and is developing plans to work with the San Antonio Convention & Visitors Bureau (SACVB), San Antonio Visitor Information Center, San Antonio Concierge Association, and the San Antonio Lodging and Hotel Association (SALHA) to better notify the visiting public of our heritage activities.

The important role of the Spanish Governors Palace and the Plaza de Armas also will be referenced and incorporated into historically appropriate SALHA reenactments, vignettes and walking tours in Alamo Plaza. Hand-outs promoting that history and its location in relation to Alamo Plaza also will be provided. SALHA heritage interpretation at the Spanish Governors Palace and Plaza de Armas are also Spanish Colonial and Mexican Independence era goals. There are many untold stories yet to be shared with the visiting public regarding the founding of the Villa de San Fernando by the Spanish Canary Islanders and the role of the military Presidio San Antonio de Bexar. Toward these goals, there remains the opportunity for the development of SALHA interpretation programs on-site that will best promote the extensive heritage of that important city-owned Spanish Colonial site.

8. Discuss your representatives that will be interacting with the public in Alamo Plaza — indicate if they will be trained and/or certified and, if so, how?

Many have been trained externally and most are trained internally by veteran SALHA members. Two veteran members are certified trainers for black powder flintlocks, two others are certified for black powder artillery, many have attended the past 2 years of OCA-funded Living History Interpretive Theatre Workshop Series presented by SALHA for its members and other community interpreters. One is certified by the National Association for Interpretation for training SALHA representatives and a second is a NAI-certified member of the SALHA Community Advisory Committee. A couple of members have been nurses and nutritionists, three SALHA members are retired from careers, and/or are currently certified teaching, history and speech in San Antonio public school districts. The assembly of all these educational skills has helped to train SALHA members for period skills and interpretation. As a result, SALHA to become one of the best living history organizations in Texas.

9. Will background checks be conducted on your representatives prior to their interaction with the public in Alamo Plaza? If so, what background checks will be conducted and what findings would cause you to prohibit your representative from participating in heritage interpretation activities and interacting with the public on your behalf?

No, SALHA is not conducting background checks on our representatives prior to their interaction with the public in Alamo Plaza. SALHA representatives are properly trained using SALHA safety rules and personal conduct standards at events. For many years, both veteran and new members sign membership and event registration agreements to obey the established SALHA Standard Operational Policy and Code of Conduct, SALHA Safety Rules and the SALHA General Standards for Event Conduct. They are informed that automatic rejection will enforced by event coordinators or officers for any annoying behavior, drinking, or use of drugs prior to or during SALHA programs or events. Each event has a safety meeting where the rules are restated to all registered participants before an event begins. These due diligence procedures have supported SALHA's continued insurability status for many years.

In addition, consider that SALHA safety and conduct officers and other unit coordinators (men and women) regularly perform checks on visiting reenactors and interpreters to ensure that they also are made aware of correct procedures so that no living history participant nor audience member can be placed in harms way. SALHA representatives are usually within a few feet of each other during event programs, demonstrations, and reenactments. Demonstrators are mostly behind tables or equipment, and the assembly of reenactors at reenactments are separated from the public audiences by safety ropes and bollards during any action. As a result of these safety and personal conduct standards, there has never been a claim made against the organization in 24 years of SALHA events and performances in Alamo Plaza, La Villita and other San Antonio historical sites.

10. Do you propose to conduct surveys of attendees at each activity day in Alamo Plaza? If so, describe how surveys will be conducted, identify the minimum number of surveys that will be conducted per activity day, the purpose for the surveys, and what results will be achieved.

Yes, SALHA proposes to conduct surveys of attendees at each activity day in Alamo Plaza. It has done so monthly during the past two years in conformity with the City Council's license-

agreement authorizing living history presentations for the Downtown Operations Dept. The current monthly clipboard sample surveys collect data for the: Zip Code, Gender, Age, Group Size, First or Multiple Visit to Alamo Plaza, Hotel/Motel selected for S.A. Visit, Overall Satisfaction with Living History Presentations, a 1 to 5 Enjoyment Scale, whether visitors would like to see Alamo compound vertical delineations such as the Alamo Plaza main gateway feature on future visits, whether Alamo Plaza should be a pedestrian-friendly national historic site, and if they would like to join or support SALHA living history presentations.

Additional, previous SACVB suggested questions will help to determine the visitors mode of transportation, the purpose of S.A. visit, how did they become interested in visiting S.A., and how long is their planned S.A. visit.

- 11. Based on the response to #10, submit a sample survey. If no surveys proposed, so state.

 The submitted 2011 SALHA sample survey for Alamo Plaza is attached.
- 12 Will you submit a regular report to summarize heritage interpretation activities in Alamo Plaza? If so, submit a sample report and state proposed frequency of submission. If regular report not proposed, so state.

If required, SALHA will submit a regular report to summarize heritage interpretation activities in Alamo Plaza on a monthly basis. The report format is yet to be determined.

- 13. How will you fund proposed heritage interpretation activities in Alamo Plaza? SALHA has enlisted the assistance of a development officer to solicit funding for heritage interpretation activities in Alamo Plaza. Funding sources for the proposed heritage interpretation activities in Alamo Plaza will be derived from: SALHA performance services and appearance fees (from conventions, corporate meetings, and heritage festivals), individual memberships, educational grant applications, online and on-site donations, an individual and corporate giving campaign, plus event sponsorships and business partnerships.
- 14. Describe your proposed plan to market heritage interpretation activities in Alamo Plaza, including your plan to conduct outreach to downtown hotels and area businesses, if any.

The proposed SALHA plan to market heritage interpretation activities in Alamo Plaza will include an initiative to conduct outreach to downtown hotels and area businesses, and is being developed with a marketing consultant at this time. With the objective of better marketing for our events, SALHA also will use new technology such as our new interactive marketing website under construction (partially funded by OCA). Generally, our heritage interpretation activities will be promoted through various communication outlets that include the following: event listings on Sanantontiolivinghistory.org, VisitSanAntonio.com, Texas NPR, SALHA's social media platforms, media alerts and media partnerships, community event calendars, joint affiliate cross promotion, membership online e-blast, and advertising.

The proposed plan will market to the local and surrounding community through media and advertising resources. The SALHA will market its heritage activities to tourist and visitors with the assistance of downtown hotels and by communicating with associated organizations, such as the San Antonio Convention & Visitors Bureau (SACVB), San Antonio Visitor Information Center on Alamo Plaza, San Antonio Office of Cultural Affairs, San Antonio Concierge Association, San Antonio Hotel and Lodging Association (SAHLA), and the San Antonio Tourism Council. SALHA event materials and information will be provided to downtown hotels and area businesses.

15. Discuss balancing advertising and sponsorship with the need for sensitivity within the Alamo Historic District and how you propose to achieve same.

The balancing of advertising and sponsorship with the need for sensitivity within the Alamo Historic District, and how to achieve it, will be an important part of the new marketing plan for SALHA heritage interpretation activities in Alamo Plaza. SALHA will comply with all legal restrictions while on-site and have a special sensitivity to the historic preservation of Alamo Plaza. Everyone is well aware of the insensitive advertising and business activities that currently exist in the Alamo Plaza area. The visitor experience is paramount.

16. Do you propose to sell products and/or services when conducting heritage interpretation activities in Alamo Plaza? If so, specify products/services and prices.

Yes, SALHA proposes to sell products and/or services when conducting heritage interpretation activities in Alamo Plaza. The SALHA open-air Sutler Store will feature historical documents, maps, books, CDs, videos and other history-related items associated with its interpretation activities in Alamo Plaza. Promotional commemorative items also will be available to support event expenses in Alamo Plaza. There will be Sutler Store items may also relate to other heritage sites mentioned in the RFP. Partnering collaborations with The History Shop nearby on E. Houston Street and the IMAX Theater in the River Center Mall are in the works.

17. Identify partnerships your organization is seeking or has obtained that will enhance heritage interpretation activities in Alamo Plaza.

Partnerships that SALHA is seeking or has obtained to enhance heritage interpretation activities in Alamo Plaza include: SaySí for Theatre, Visual and Media Arts, Southwest Preparatory School District for the SALHA "Youth Heritage Program", CommunicateSA, El Primér Batallón de México Living History Association, Alamo Chapter of the Sons of the Republic of Texas, UTSA Institute of Texan Cultures, UTSA Center for Archeological Research, Witte Museum's South Texas Heritage Center, San Antonio Missions National Historic Park, San Antonio Conservation Society, San Antonio River Authority, Office of Historic Preservation, the City's Downtown Operations Department for La Villita and the Spanish Governors Palace. Other partnerships being sought are with the San Antonio Convention & Visitors Bureau, San Antonio Visitor Information Center, San Antonio Concierge Association, San Antonio Tourism Council, and the San Antonio Hotel and Lodging Association (SAHLA).

To expand other community partnerships, SALHA has enlisted the assistance of a development officer to launch an annual individual and corporate giving campaign.

18. Describe your proposed plan to work with the Alamo staff in conducting heritage interpretation activities in Alamo Plaza. If you do not plan to work with Alamo staff, so state.

SALHA has worked with the DRT and the Alamo staff throughout the years when conducting heritage interpretation activities in Alamo Plaza and proposes to continue to doing so. For more than a decade, SALHA has participated in the DRT's annual "Fall At The Alamo" back yard event each October. SALHA has also been invited to participate at the Alamo movie premier, the DRT "Allies of the Alamo" kick-off event and SALHA has participated in the San Antonio Founders Day events that have been held the past 3 years on both the state and city property portions of the original Alamo compound. SALHA has scheduled October dates for our "Visits To The Past" programs on Alamo Plaza to support these annual San Antonio Founders Day activities. Alamo curator, Dr. Bruce Winders, has offered historical insight into some of SALHA's interpretive events, contributed to and received research information from SALHA, and the members of his Alamo living history staff have been invited to participate with SALHA in our Alamo Plaza events.

Since SALHA "Remembering The Alamo!" Weekend activities usually fall on the first Saturday and Sunday of each March, SALHA announces to the public about the DRT's Alamo "First Saturday" activities going on behind the Alamo during our Alamo Plaza RTA programs. SALHA also will continue to collaborate its program timing with the DRT's Alamo commemorative ceremony held inside the Alamo church. SALHA "goes silent" on Alamo Plaza during their commemorative programs. In addition, DRT members, from the Alamo hostess to their President General, and Dr. Winders will continue to be invited to, and recognized when in attendance, at our SALHA "Dawn At The Alamo" commemorative ceremonies. One year, former Alamo Executive Director, David Stewart, was a program reader at our "Dawn At The Alamo" commemorative ceremonies.

 Provide additional information regarding your proposed performance of activities under this agreement you wish to be considered.



San Antonio Living History Association

5310 San Pedro Ave., San Antonio, TX 78212

A IRS 501(c)(3) Tax-Exempt Nonprofit Organization

ALAMO PLAZA AUDIENCE SURVEY

TIME:	AM/PM			1	DATE:	2011
Home Zip Code	9	Male/Female	Age _	(Oral or Es	st.) No. in Gr	oup
Is this your firs	<u>it</u> Alamo Plaza vis	sit? Yes No _		No, how many	previous vis	its?
What hotel or n	notel did you seler	ct for your San An	tonio visit	?		
Did you visit wit	h the Alamo Plaza	a Living History Inte	erpreters?	,		Yes No
Did the living history interpreters enhance your visit to Alamo Plaza?						Yes No
Overall, were you satisfied with their presentations?						Yes No
On a scale of Circle: (1	1 to 5, how muc Not at all; 2 Not ve	ch điđ you enjoy ny much; 3 lt was O	the livin ₭; 4 It was	g history pres s <i>enjoyable</i> ; 5 /t v	entation? 1 was very enjoy	2345 <i>able)</i>
Would you like to see living history programs as a regular feature in Alamo Plaza?						Yes No
If so, would these living history programs and reenactments motivate a return visit?						Yes No
Should the City make Alamo Plaza a traffic-free pedestrian-friendly national historic site?						
Should the City	permanently close	e Alamo Street sec	tion inside	e the Alamo cor	mpound area?	Yes No
Should the City by reconstructing	of San Antonio er g Alamo features	nhance Alamo Pla to improve spatial	za portior and histo	of the original rical interpretation	mission comp on for visitors	ound ? Yes No
Comments:						
Would you like t	o join or support o	ur Alamo Plaza liv	ing histor	y presentations?	7 (Yes No
To support SAL	HA in these living	history events, pr	<u>int</u> your e	mail and/or cor	ntact informati	on below:
Name		Email	**************************************	يبينا والمستعدد والمستعد والمستعدد والمستعد والمستعدد والمستعدد والمستعدد والمستعدد والمستعدد والمستعدد وا	Tel.	
Address					.	
r more informatic	n, contact SALHA	at:	Of	call:		
	Visit: www es	anantoniolivinghi	story ord	,		- 1

52

THANK YOU! This SALHA survey is in collaboration with the City of San Antonio's

AN ORDINANCE 2009 - 12 - 03 - 0982

AUTHORIZING A LICENSE AGREEMENT WITH THE SAN ANTONIO LIVING HISTORY ASSOCIATION TO CONDUCT HISTORICAL PROGRAMS IN ALAMO PLAZA.

WHEREAS, since 1987, the San Antonio Living History Association (SALHA) has conducted historical reenactment programs in Alamo Plaza designed to promote the Alamo as a destination for tourists and residents; and

WHEREAS, the Alamo is a key part of Texas and San Antonio history, and SALHA's interactive programs bring this history to life; and

WHEREAS, the last agreement between the City and SALHA ended on March 6, 2006 and SALHA began booking individual programs separately; and

WHEREAS, SALHA currently conducts three historical recnactment programs a year; and

WHEREAS, the Alamo is also one of the top tourist attractions in the state, and the City has an interest in creating continuous monthly programming that will appeal to visitors and residents; and

WHEREAS, the City approached the SALHA to conduct at least one historical program on Alamo Plaza each month; and

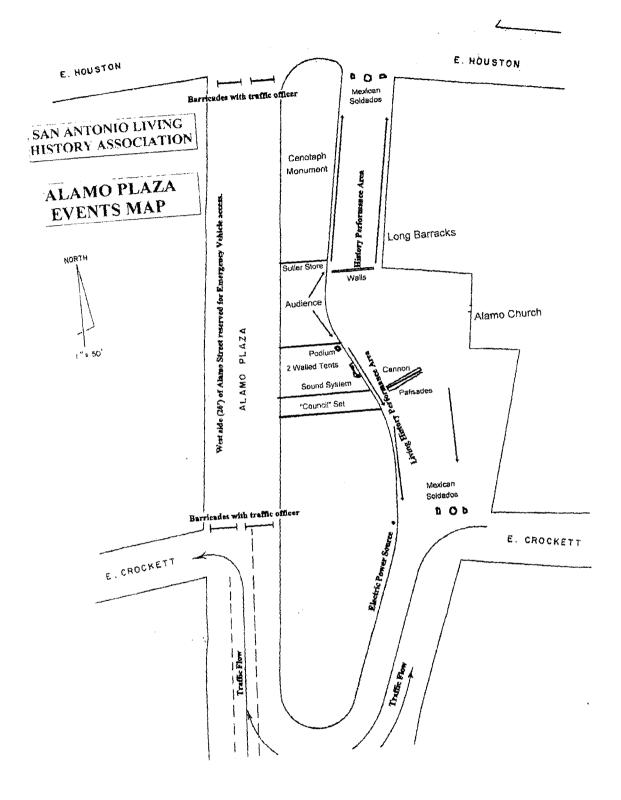
WHEREAS, in exchange for monthly programming, the proposed agreement waives the rental requirement for SALHA's use of Alamo Plaza; and

WHEREAS, SALHA License Agreement will run from January 1, 2010 to December 31, 2010, with automatic one-year renewals unless terminated by either party; and

WHEREAS, SALHA will assume responsibility for setup and removal of all equipment and materials, install and remove all temporary wiring for programs, and obtain all parking and street closure permits at its expense; NOW THEREFORE:

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

SECTION 1. The City Manager, or her designee, or the Director of the Downtown Operations Department or her designee is hereby authorized to execute a license agreement with the San Antonio Living History Association (SALHA) to conduct historical programs in Alamo Plaza. A copy of the license agreement is attached hereto and incorporated herein for all purposes as Attachment 1.



1518 south alamo san antonio tx 78204

September 8, 2011



To Whom it May Concern:

Statement of Partnership with the San Antonio Living History Association [SALHA].

SAY Si is a national, award winning, year round, long-term visual and media arts program for talented high school and middle school students.

The SAY Si Teatro ALAS Theatre Arts program will partner with SALHA in the production of a historical drama to be presented at the SAY Si Black Box Theatre on Sept 9th – 10th 2011. SALHA assisted with providing historically accurate costuming, set and stage properties as well as historical information through records and scholarship. This partnership will be ongoing as one of the major goals of the SAY Si Teatro ALAS program is to present original plays of cultural and regional significance in public spaces and schools as part of the educational/outreach mission of Teatro ALAS (Activating Leadership Art and Service).

We also look forward to offering students public performance opportunities through SALHA's ongoing Living History Interpretation presentations. Teatro ALAS Students will be able to further develop their acting skills while educating the community about San Antonio history such as the Tejano contribution to the development of the region, the Native Land, Peoples, and the diverse and multi-cultural origins of San Antonio.

We look forward to working with the San Antonio Living History Association in these endeavors. If you have any questions please contact Joel Settles at or email at

Sincerely

Jon Hinojosa

Artistic | Executive Director

JoelSettles

Theatre Arts Director

TEATRO ALAS provides students Interested in the performing arts with opportunities to develop their skills in acting, directing, playwriting, technical theatre, and stage management. Committed to the creation of new and original performance work by, for, and about San Antonio youth, TEATRO ALAS challenges students to draw from their own experiences, observations, and insights to produce theatre of relevance to their lives and their communities. www.saysi.org

unfolding lives through ART



Southwest Preparatory School

Northeast Compus 1258 Austin Hwy San Antonio, Texas 78209 Southeast Campus 735 S. W.W. White Rd San Amonio, Texas 78220 Northwest Campus 6535 Culebra Rd San Antonio, TX 78238 New Directions Campus 1258 Austin Hwy, Bldg 2 San Antonio, Texas 78209



September 12, 2011

San Antonio Living History Association 5310 San Pedro Ave San Antonio, TX 78212

Dear SALHA,

The Southwest Preparatory School District, a local high school charter school in San Antonio, is pleased to be partnered with the San Antonio Living History Association as together we develop educational opportunities for our students to participate in developing and promoting San Antonio's rich history. Our school prides itself on developing signature experiences for our students that allow what we teach in the classroom be implemented in a real world setting. By working with SALHA, our students will be able to apply what they have learned in their career classes in a setting that not only enriches their experience but brings a sense of pride to others in our city.

We look forward to 2011-2012 school year.

Your partner in education,

James Hope Career and Technology Director

It is the policy of Southwest Preparatory School District not to discriminate on the basis of age, 1967, religion, color, national origin, sex or handicap in its programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

©ommSA

Robert Benavides, Chairman of The Board San Antonio Living History Association 5310 San Pedro Ave. San Antonio, TX. 78212 September 1, 2011

Dear Mr. Benavides:

CommunicateSA (CommSA) would like to thank San Antonio Living History Association (SALHA) for allowing us to act as technical consultants for your live events and workshop seminars, in order to provide the personnel and technical support needed to set up and operate live sound and video at your events. We believe that by working together we can provide opportunities for the general public to learn not only the history, but the heritage of our city, while offering our student members a great opportunity to gain real-life work experience on a live set.

SALHA and CommSA share a common desire to providing entertaining, educational events that are free and open to the public of the Greater San Antonio Area. We have enjoyed success with these events the past two years and hope to build on that experience for future productions. Our technological focus should help to modernize SALHA's "History Walking Tours" with the addition of GR Codes and the subsequent videos that CommSA hopes to produce in partnership with SALHA.

CommSA/SALHA- Memorandum of Understanding

- CommSA will provide member base to staff SALHA events with student members to handle all technological aspects of the event.
- CommSA board will validate and forward proposals thought most promising and which meet both CommSA's and SALHA's mission statements.
- CommSA will be involved in development of any joint-proposal and will be involved in the budgetary process.
- Once an agreement is in place, CommSA will help SALHA to solicit funding to produce these innovative proposals that could have a significant and immediate impact on SALHA events or programs as per negotiated agreement.
- SALHA will help CommSA to solicit stipend monies for consideration of CommSA members work during SALHA events.
- These proposals would be reviewed, revised and then validated by both CommSA and SALHA.

Mr. Benavides, there are many advantages to this type of partnership. SALHA can possibly find opportunities for additional projects, as we will be helping to solicit funding for joint-project proposals. SALHA can expand its donor base through our solicitation of our donors to participate in these coventures. SALHA can find support for new members looking to join SALHA, or support from other historical groups looking to validate a new idea. SALHA can fund and initiate a new category of innovative production techniques almost immediately, which could have a huge impact on all future SALHA events, as well as the accessibility, presentation, and historical interpretation available for the general public of San Antonio, and have a partner in CommSA willing to share the risk.

I am available as needed to discuss this further with you and your board at any time. Please respond on the above mentioned points so we can strategize on a mutually beneficial plan of action on how to proceed. I look forward to hearing from you soon.

Sincerely,

Gulfon

Gabriel Itzcoati Luera

CommunicateSA - President

CommunicateSA 9843 Kelton Drive San Antonio, TX 78250



September 13, 2011

R. M. Benavides

Chairman of the Board

SALHA

Dear Bob:

We are excited to hear about the City's increased involvement in historic programs on city property. The Alamo Chapter, Sons of the Republic of Texas long term partnership with the San Antonio Living History Association's historic recreations continues to be a major component in our meeting our key mission goals. We intend to continue partnering with SALHA these important presentations in the future. Programs such as "The Battle of Concepcion", "The Siege of Bejar" in Maverick Plaza, "The Capitulation of Cos" at the Cos House, "The Life and Death of Ben Milam" in Milam Park, "This Hallowed Ground" on Alamo Plaza, and "Dawn at the Alamo" every March 6th have been developed into magnificent statements about our history and heritage. I know of no other organization that has the depth of knowledge on the subjects nor resources or ability to deliver programs of this quality. It is therefore our hope that the city will approve your proposal for continued and expanded programs.

President

Alamo Chapter, Sons of the Republic of Texas



SAN ANTONIO CONSERVATION SOCIETY

September 2, 2011

Bill Barnett SA Living History Association 2931 Burnside San Antonio, TX 78209

Dear Bill;

The San Antonio Conservation Society is pleased to recommend the San Antonio Living History Association as a viable and reliable volunteer historical service organization. The Living History Association has been a vital part of the San Antonio Conservation Society's fall Heritage Education Tours for the past 15 years.

Since 1960, the San Antonio Conservation Society has offered the Heritage Education Tours to fourth-grade students in the San Antonio area in order to allow the children a first-hand experience of our unique heritage sites, including the Missions, Fort Sam Houston, Casa Navarro and the Yturri-Edmunds Historic Site. Living history presenters add to the experience. The Society offers these Tours as an educational service to our community. With their support we have provided programs at all the Mission sites to area fourth grade school children. This means they have helped provide interpretation for over 450 school tours, 30,000 students with thousands of hours of service. We greatly appreciate all that their organization has done to support our mission and educational event.

Yours truly,

Maury Wellar Nancy Ayellar

President NA/tb

107 KING WILLIAM STREET • SAN ANTONIO, TEXAS 78204-1312



Brimer Batallón de México

Brimar Östatedkin de Missico

"Recreating the Messican Army with pride and respect!"

7270 Burns (Way, Ban Antonio, Tox 78250

Soptomber 16, 2011

Mr. Bob Bonavides

San Antonio Riving Science Association

5310 Oban Radro Ave

San Antonio, TX 78212

Dear Mr. Bonavidas,

E.I Primor Batallón de Méssico, the promier Messican reonacting/living history group in the state of Cessas, is proud to continue to support and participate in the many events and presentations that the Oban Antonio Riving History Association spensors. The relationship our groups have made over the last 6 pears has helped us to promote what we represent and to help enhance the presentation for the general public. Our group's mission is to tell the story of the Messican soldier from his perspective. Plistory is veritten by the voluners and is not always fair in recalling the details. Obder ICA has always been very accommodating to our group and we are very gracious to have this partnesship.

We reculd also like to thank the Ban Antonio Riving Sciency Association for allewing us to put on the fleet "Remember the Mexican Oboldier" coromony in Alamo "Plaza during the 175" Anniversary recruatments. This event reculd not have been possible rethout your support.

3.1 Perimer Batallon de Méssico leoks ferreard to many years of partnership and continued support of the Ossan Antonio Etning Peistery Association. OPe are at your service!

Obinaciely, Martin R Tasques

12080M Perevident

٠,



September 18, 2011

Robert Benavides, Chairman
San Antonio Living History Assn.
5310 San Pedro Ave.
San Antonio TX 78212

Dear Mr. Benavides,

As the current Social Studies Department chair at Fox Tech High School, I am writing to inquire about a possible collaborative project between Fox Tech Law & Health Magnet and the San Antonio Living History Association. Involvement in such a partnership project would provide the Fox Tech students with great learning experiences in the new SALHA "Youth Heritage Program" both as mentored junior living historians and also as site facilitators at your living history events. Please contact me at (1998) 2444-644 so we can discuss the details.

Phillip De La Peña

Social Studies Department Chair

M.A. History

Fox Tech Law Health Magnet

Shenna Hayden graduated on the Deans List from Baylor University in 2005 with a BA in Anthropology. While at Baylor she served as the President of the Anthropology Society her junior and senior years. In April of 2008, Hayden was hired as a part-time Program Presenter at the Witte Museum. Her responsibilities were to implement school programs and free demonstrations in the museum. In 2009 she was promoted to Science Programs Specialist and worked with the Science Programs Associate to create and implement Science programming. In October of 2009, Hayden was asked to become the South Texas Heritage Educator and become a full time staff member. This position was more suited to Hayden's background as a native south Texan, growing up on a farm and ranch, and as a lover of history and San Antonio. In this position Hayden researches and creates new programs for students and families at the Witte in the South Texas Heritage initiative. She also implements these programs as well as trains new program presenters and volunteers. She is also in charge of the Witte's Gallery Theater program, which will begin anew with the opening of the South Texas Heritage Center.

The Witte Museum is a Permanent Director Organization for The Land Heritage Institute and Hayden serves as a member on their board.

Currently, Hayden is working on creating a new slate of programming for the South Texas Heritage Center that includes Family Days once a month during June, July, August, and September. Her vision is to create a family learning experience that includes hands-on activities, artifact explorations, and interaction with presenters and living history professionals.

I look forward to collaboration with the San Antonio Living History Association on the following:

- Main Plaza- Family Day; recreating the sights, sounds and smells of the Main Plaza in San Antonio in the late 1800's. Visitors will be able interact with living history professionals to learn more about life at this time period, try their hand at tasks and jobs of the time period, and smell and taste some foods available in the Main Plaza.
- How the West Was Worn Family Day; visitors will explore the clothing of the
 men and women of south Texas. Cowboys, Vaqueros, Native Americans,
 Ranchers, children and women. Visitors can experience what it would be like to
 sew a shirt or a dress, and see how some textiles were made. SALHA would also
 be working with the Witte Wonders for this program.
- · Consultation on costumes for South Texas Heritage Gallery Theater Plays.
- Consultation on programs for the South Texas Heritage Center.
- Providing meeting space and classroom space for the SALHA and SALHA associated workshops and classes.
- · Hosting a SALHA workshop.
- · Possible grant collaboration for costuming and training Witte and SALHA staff.



City of San Antonio Discretionary Contracts Disclosure

Office of the City Clerk

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see <u>Section 2-59 through 2-61</u> of the City's Ethics Code.

*This is a @ New Submission or Correction or Update to previous submission.

*1. Name of person submittin	g this disclosure form			
First: Robert	M.I.	M La:	t: Benavides	Suffix:
*2. Contract information:				
a) Contract or project name:	Alamo Plaza Herita	ige Interpret	ation (RFP-2011-074)	
b) Originating department:	Downtown Operat	ions		
*3. Name of individual(s) or en S.A. Living History Association,				he contract).
,		J	•	
*4. List any business entity(ies) Question 3.	that is a partner, pare	ent, or subsid	iary business entity(ies) of the individual or entity listed in
Not applicable. Contracting	party(ies) does not h	ave partner,	parent, or subsidiary	business entities.
Names of partner, parent, or	subsidiary business e	entities:		
*5. List any individuals or enth	es that will be subcor	ntractors on	his contract.	
Not applicable. No subcont	ractors will be retaine	ed for this cor	ntract.	
Subcontractors may be reta	ined, but have not be	en selected a	t the time of this sub	omission.
List of subcontractors:				
 List any attorneys, lobbyists contract. 	; or consultants retain	ned by any Ir	dividuals listed in Qu	uestions 3, 4, or 5 to assist in seeking this
✓ Not applicable. No attorney	s, lobbyists, or consul	ltants have b	een retained to assist	t in seeking this contract.
List of attorneys, lobbyists, c	r consultants retained	d to assist in	seeking this contract	
7. Disclosure of political contr	butions.	1		
				the past 24 months totaling more than
			ity Council, any cand	lidate for City Council, or to any political
action committee that contribu a) any individual seeki			n 3)	
b) any owner or office	₹			
				rent, or subsidiary business (Question 4)
 d) any subcontractor of the spouse of any ir 				ne contract (Question 5)
f) any attorney, lobbyi				Question 6)
✓ Not applicable. No campaig	n or officeholder con-	tributions ha	ve been made in pre	ceding 24 months by these individuals.
				,

GR.1075-01.PUR.REPORT.Discretionary Contracts Disclosure Rev.2009-5 12/18/09

Page 1 of 3



City of San Antonio Discretionary Contracts Disclosure

Office of the City Clerk

List of contributions:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under Section 2-309 of the Municipal Campaign Finance Code, the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- a) Legal signatory of a high-profile contract
- b) Any individual seeking a high-profile contract
- c) Any owner or officer of an entity seeking a high-profile contract
- d) The spouse of any of individual listed in response to (a) through (c) above
- e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract

<u>Penalty.</u> A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

*8. Disclosure of conflict of interest.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

- | I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.
- am aware of the following conflict(s) of interest:

*Acknowledgements

Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

No Contact with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity Is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2-61 of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

GR.1075-01.PUR.REPORT.Discretionary Contracts Disclosure Rev.2009-5 12/18/09

Page 2 of 3

* = Required fields



City of San Antonio Discretionary Contracts Disclosure

Office of the City Clerk

*Contribution Prohibitions for "High-Profile" Contracts

This is not a high-profile contract.

← This is a high-profile contract.

*Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires contractors and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Clerk.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code

Please fill this form out online, print completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, send to:
Purchasing
P.O. Box 839966
San Antonio, Texas 78283-3966

GR.1075-01.PUR.REPORT.Discretionary Contracts Disclosure

RFP ATTACHMENT C

LITIGATION DISCLOSURE FORM

To be submitted with Respondent's Proposal as <u>TAB 6</u>

LITIGATION DISCLOSURE

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

l.	Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?
	Yes□ No X
2.	Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?
	Yes 🗌 No 🕱
3.	Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?
	Yes No 🔀

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

Service Center P.O. Box 33015 San Antonio, TX 78225



July 25, 2011

002456 SAN ANTONIC LIVING HISTORY CRGANIZATION 5310 SAN PEDRO AVE SAN ANTONIO TX 78212

Dear Valued USAA Member:

Thank you for your continued confidence in The Hartford through the USAA* Business Insurance Program. Your business insurance policy has been renewed and you can expect to receive your copy of the policy shortly.

Your policy, number 65 SBM NX4574 is effective 10/01/2011 through 10/01/2012.

With questions about your policy, or to report changes in your business operations, call The Hartford Service Center at

The partnership between USAA and The Hartford has proven very successful. Together we provide you with extraordinary service and the business solutions you need. We work very closely with our associates at USAA to ensure you receive the exceptional service from The Hartford that you experience from USAA.

We appreciate this opportunity to continue serving you.

Sincerely,

USAA & The Hartford

*USAA means USAA General Agency, Inc. or USAA Insurance Agency, Inc.

RFP ATTACHMENT D

SIGNATURE PAGE

To be submitted with Respondent's Proposal as TAB 8

SIGNATURE PAGE

The undersigned certifies that (s)he is authorized to submit this proposal on behalf of the entity named below:

SAN ANTONIO LIVING HISTORY ASSOCIATION, INC
Respondent Entity Name
Signature: Robert M. Benovides
Printed Name: ROBERT M. BENAVIDES
Title: CHAIRMAN, SALHA BOARD
(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-
Respondent is required. Add additional signature blocks as required.)
Co-Respondent Entity Name
Signature;
Printed Name:
Title:

By signature(s) above, Respondent(s) agrees to the following:

- If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract
 in the form shown in the RFP, as attached and set out in RFP Exhibit BB, with the understanding that
 the scope will be negotiated and included in the final document
- If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.
- If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in draft contract, RFP Exhibit BB.
- If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all
 representations made by Respondent in Respondent's proposal and during Proposal process.
- Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.
- Respondent agrees to fully and truthfully submit a Respondent Questionnaire and understands that failure
 to fully disclose requested information may result in disqualification of proposal from consideration or
 termination of contract, once awarded.
- 7. To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract or any other person acting on behalf of such a person or entity from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

RFP ATTACHMENT E

PROPOSAL CHECKLIST

To be submitted with Respondent's Proposal as TAB 9

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order.

Tab in Respondent's Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	Rus
1	Executive Summary, 2 page limit	Rufer
2	General Information and References • RFP Attachment A. Part One	RNB
3	Experience, Background & Qualifications • RFP Attachment A, Part Two, 10 page limit	Rus
4	Proposed Plan RFP Attachment A, Part Three, 25 page limit	RMB
	aining items listed in Tabs 5-9 are required in the ORIG es are not required, unless otherwise instructed.	INAL proposal only.
5	Discretionary Contracts Disclosure form • RFP Attachment B	Ruf
6	Litigation Disclosure • RFP Attachment C	Ruf
7	Proof of Insurability Insurance Provider's Letter	Rus
8	* Signature Page RFP Attachment D	Rub
9	Proposal Checklist RFP Attachment E	Ruf
	One (1) Original, five (5) Copies	P.MB

^{*} Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.

LICENSE AGREEMENT Alamo Plaza Heritage Interpretation

This Agreement is made and entered into by and between the CITY OF SAN ANTONIO
(hereinafter called "CITY"), acting by and through its City Manager pursuant to Ordinance
passed and approved by the City Council on the day of
2011, and Daughters of the Republic of Texas, Inc. (hereinafter called "LICENSEE).

1. GRANT OF LICENSE

- 1.1 CITY, for and in consideration of the agreements herein contained, does hereby grant to LICENSEE the non-exclusive right to use, for the events hereinafter mentioned and for future events scheduled in accordance with the provisions of Paragraph 1.2 hereinafter, the following described public property, (hereinafter called the "Premises."): Alamo Plaza (defined as plaza area inside sidewalks) and Alamo Plaza East (defined as street inside the curbs in front of Alamo between barriers on north and south entrances see attached map, Exhibit A).
- 1.2 A list of events in 2012 is attached as Exhibit B, a further description of each event is attached in Exhibit C, which is LICENSEE's proposal.

For each year of this agreement beyond 2012, LICENSEE shall provide the CITY, in writing, a list of events for the upcoming calendar year no later than December 1. LICENSEE'S list of events shall include a description of each event, proposed dates and hours, event location, and emergency contact person with cell phone number and email address. CITY shall in its sole discretion accept or reject such proposed events, dates, hours and event locations. CITY agrees to respond with approval or rejection of event dates and times within 15 calendar days of receipt thereof or the proposal is deemed approved. LICENSEE understands that CITY may require date and/or other changes and LICENSEE agrees to make reasonable efforts to comply.

- 1.3 If LICENSEE would like to change an event date, time, location or description, LICENSEE must provide a written notice 30 calendar days in advance of event to the Director of Downtown Operations (hereinafter called "Director").
- 1.4 CITY reserves the superior right to conduct or to authorize the conduct of special events or activities on the Premises. In the event CITY determines, in its reasonable judgment, that LICENSEE'S event should be cancelled pursuant to this paragraph, CITY agrees to provide LICENSEE with three (3) days written notice of such cancellation, and will exercise its best efforts to immediately reschedule such event at the convenience of LICENSEE.
- 1.5 LICENSEE agrees to perform all duties as stated in LICENSEE's Proposed Plan section of LICENSEE's Proposal submitted in September 2011 in response to City of San Antonio Request for Proposal (RF'P-2011-074) and attached as Exhibit C. Such commitments shall be fully binding on LICENSEE as covenants and agreements of LICENSEE under this contract. LICENSEE is prohibited from making any other use of the Premises not contained in Exhibit C, not identified within this License Agreement, and/or not approved in writing by Director or her designee.

2. DURATION OF LICENSE

- 2.1 The term of this License Agreement is for a two year period ("Initial Term") beginning on January 1, 2012 and ending on December 31, 2013. The AGREEMENT shall renew automatically every year for subsequent one year terms.
- 2.2 When this AGREEMENT is renewed or replaced by a new contract and a delay should occur in execution of the renewal of a new contract beyond the termination date hereof, and LICENSEE continues to operate as prescribed herein during the period of such delay, all the provisions of this AGREEMENT shall remain in full force and effect during such period.
- 2.3 Either party may terminate this agreement with a 30 day written notice.

3. USE OF PREMISES

- 3.1 LICENSEE agrees that the Premises shall be utilized for the sole purpose of conducting heritage interpretation activities and such other events as may be approved by the Director. All events shall be conducted in accordance with applicable statutes, laws, ordinances, and rules and regulations of the United States, the State of Texas, and the City of San Antonio.
- 3.2 LICENSEE agrees and specifically understands that this License is confined to the privilege to use the Premises set forth herein and that the permission herein given does not grant LICENSEE any interest or estate in the Premises but is a mere personal privilege to do certain acts of a temporary character upon the Premises, including access thereto. CITY reserves the right to enforce all necessary and proper rules for the management and operation of the Premises.

4. ACCEPTANCE AND CONDITION OF PREMISES

4.1 LICENSEE agrees that no representations respecting the condition of the Premises and no promises to decorate, alter, repair or improve the Premises, either before or after the execution hereof, have been made by CITY or its agents to LICENSEE unless the same are contained herein or made a part hereof by specific reference. LICENSEE hereby waives any claim for damages that may arise from defects of that character after occupancy. CITY specifically disclaims any warrant of suitability for LICENSEE'S intended purposes.

5. CONSIDERATION

- 5.1 In consideration of this License for use of specified Premises during the term of this License, LICENSEE agrees to the following:
- 5.1.1 LICENSEE shall collect at least 40 surveys of attendees during each event day. LICENSEE shall retain all surveys for the duration of this agreement and shall make surveys available to CITY for review; if CITY requests to review surveys, CITY shall provide LICENSEE a reasonable period to make surveys available, but no more than 30 calendar days. LICENSEE may retain scanned versions of surveys. At a minimum, each survey shall include the date completed and include following questions: What is your home zip code? How would you rate the history interpretation activity in Alamo Plaza (Superior, Satisfactory, Not Satisfactory)? What meaningful information did you receive from the history interpreters? What suggestions would you recommend for future historic interpretation activity in Alamo Plaza?

6. REPORTS

6.1 LICENSEE shall summarize information collected from surveys and submit written reports of same each year on April 1, July 1, October 1, and January 1.

7. UTILITIES

7.1 CITY shall, at no cost to LICENSEE, furnish and maintain in adequate working order all existing electrical power services. LICENSEE may install such additional temporary electrical wiring as it deems necessary to accommodate the needs of the event. However, the location thereof must have prior written approval of CITY, through the Director, and must comply with applicable CITY codes. The cost of all installation and removal of such temporary wiring shall be responsibility of LICENSEE.

8. MAINTENANCE, MANAGEMENT, RULES AND REGULATIONS

- 8.1 LICENSEE understands and agrees that all personal property placed by LICENSEE, its sublicensees, suppliers, or contractors upon the Premises is at the sole risk and exposure of LICENSEE its sublicensees, suppliers, or contractors and that CITY shall not be liable to LICENSEE or to any other person(s) for loss, theft, vandalism, damage or injury of any kind to person(s) or property. Furthermore; LICENSEE agrees to remove all of its materials and equipment from the Premises not later than four (4) hours following the close of an event, unless otherwise approved by CITY, through the Director. If the personal property is not removed as so provided, then CITY is hereby authorized to remove from said Premises and to store, at the sole expense of LICENSEE, all goods, wares, merchandise, signs, materials and property of any and all kinds and descriptions which may be occupying the Premises, CITY shall not be liable for any damages or loss to such goods, wares, merchandise, signs, materials or other property which may be sustained by reason of such removal or the place to which it may be removed. Any such goods, wares, merchandise, signs, materials and property left on the Premises, or stored by CITY after having been removed, for ten (10) calendar days following the last day of any event shall be deemed abandoned and shall become the property of CITY without further notice or liability on CITY'S part.
- 8.2 By licensing said Premises, CITY does not relinquish the right to control the management thereof and to enforce all necessary and proper rules for the management and operation of the same, and the Director, his/her employees, and any CITY employee or CITY official may enter any or all of the Premises at any time and on any occasion.
- 8.3 LICENSEE agrees that every employee or agent under LICENSEE'S control shall abide by, conform to, and comply with all of the laws of the United States and the State of Texas, and all ordinances of the City of San Antonio, and rules and regulations of CITY for the governing and management of said Premises, together with all rules and regulations of the Police, Fire and Health Departments of the City of San Antonio, and all provisions of this contract and LICENSEE'S proposal, and will not do, nor suffer to be done, anything on the Premises during the term of this License in violation of any such rules, laws, and ordinances; and, if the attention

- of LICENSEE is called to any such violation, LICENSEE will immediately desist from and correct such violation. LICENSEE agrees that CITY may prohibit, for reasonable cause, any individual from participating on behalf of LICENSEE in any event or activity authorized by this agreement.
- 8.4 LICENSEE shall not make, nor allow to be made, any alterations of any kind to the Premises without the written approval of the Director. LICENSEE shall not injure, mar or deface in any manner said Premises and shall not cause nor permit anything to be done whereby said Premises shall be in any manner injured, marred or defaced; nor shall it drive, or permit to be driven, any nails, hooks, tacks or screws into any finished wall, walkway, or any part of the Premises; nor shall it use, or permit to be used, any staples, nails, screws or adhesive materials on masonry of buildings or any painted surfaces.
- 8.5 LICENSEE shall not sell food, alcoholic beverages, or other beverages on premises during events. LICENSEE may sell products or merchandise, provided LICENSEE submits written request to CITY to sell specific products or merchandise and receives written approval from CITY to do so.
- 8.6 During events held by LICENSEE pursuant to this License, LICENSEE will use reasonable efforts to control the conduct of persons attending the event. LICENSEE agrees that CITY will have no responsibility or liability for the acts and conduct of persons on the Premises during such events, other than employees of CITY.
- 8.7 A representative of LICENSEE shall remain on the Premises during events, beginning no less than one (1) hour prior to scheduled start time. Representative shall be responsible for compliance with all requirements of this License Agreement and responding to any CITY requests during event. LICENSEE shall provide contact information (name, cell phone, home phone, email) for event representative no later than seven (7) calendar days prior to event date.
- 8.8 LICENSEE hereby agrees that no activity, performance, exhibition or entertainment shall be given or held to take place on the Premises which is illegal; and should any exhibition or performance or any part thereof be deemed by CITY to be illegal or inconsistent with a historically sensitive recreation of events surrounding the Battle of the Alamo and other historic events in the life of the City of San Antonio, then LICENSEE shall delete or change such portions so that said attractions will comply. LICENSEE agrees to make such deletions or changes immediately upon receipt of notice from CITY whether verbally or in writing.
- 8.9 It is understood that the Premises are owned by CITY and that any discrimination by LICENSEE, its agents or employees on account of race, color, sex, age, religion, disability or national origin in the use of or admission to the Premises is prohibited.
- 8.10 LICENSEE is responsible, at its sole expense, for coordinating any street closures, production, security, and obtaining any parking permits or other required permits.
 - 8.10.1 To the extent that LICENSEE'S Ranger Staff is unable to provide adequate security, CITY reserves right to require LICENSEE to retain off-duty Park Police officers for security needs based on proposed programming, use of plaza, and attendance and LICENSSEE agrees to coordinate and pay for such services through the SAPD off duty employment office according to the rules and regulations of that office. Failure to comply

with such payment and regulation could result in the termination of this License Agreement.

- 8.11 LICENSEE agrees to make, or cause to be made, any and all necessary adjustments to sound level immediately upon request of Park Police, Police, security officer(s) on duty, or Downtown Operations Department representative. In all cases, LICENSEE shall comply with CITY'S sound control ordinances, regulations and guidelines.
 - 8.11.1 LICENSEE agrees to lower the sound level immediately upon request of CITY representative to comply with the sound control ordinances or regulations.
- 8.12 Raspa vendors are authorized by the City to operate in various locations on Alamo Plaza and LICENSEE acknowledges raspa vendors may continue to operate during LICENSEE's events. LICENSEE may submit written request that raspa vendors be moved during the presentation of LICENSEE'S events. Such written requests must be received no later than December 1 for the event year, beginning in January. CITY shall make a decision in its sole discretion whether and where to require raspa vendors to relocate.
- 8.13 No vehicles (excluding City emergency, utility, and maintenance vehicles on official business) are allowed on Alamo Plaza East at any time during event hours and in no instance will vehicles be allowed on any cemetery areas on Alamo Plaza East. Pedestrian traffic is not restricted on Alamo Plaza East.
- 8.14 LICENSEE shall keep all sidewalks free of any obstructions and shall ensure a two-way, free and clear pedestrian path be maintained on CITY sidewalks at all times.
- 8.15 If taped, recorded, or live music will be used during an event, LICENSEE shall pay all required fees to American Society of Composers, Authors, and Publishers (ASCAP) and hereby indemnifies CITY against all claims of any potential copyright holders to any music utilized by LICENSEE on the premises.
- 8.16 LICENSEE agrees CITY shall have final approval on placement of all LICENSEE's materials, equipment, and signage, if any, and LICENSEE agrees to immediately relocate and/or remove any materials, equipment, and signage if requested by CITY to do so.
- 8.17 LICENSEE agrees to remove any and all trash/refuse from Alamo Plaza generated by LICENSEE.

9. LIENS PROHIBITED

- 9.1 LICENSEE covenants that it shall not bind, or attempt to bind, CITY for payment of any money in connection with construction, repair, alteration, addition or reconstruction work in, on or about the Premises by LICENSEE.
- 9.2 LICENSEE hereby agrees to promptly pay all persons supplying labor, services and materials in the performance of any and all authorized improvements of and duly authorized modifications to the Premises, except such as are the responsibility of CITY hereunder, that may hereafter be made during the term hereof, or any extensions of said term. LICENSEE covenants

and agrees to fully indemnify and hold harmless CITY against any and all claims, liens, suits or actions asserted by any person, persons, firm or corporation on account of labor, materials or services furnished to LICENSEE.

9.3 In the event mechanic's, materialman's or other liens or orders for payment shall be filed against the Premises or Improvements thereon, or CITY-owned property located therein, during the term hereof, LICENSEE shall, within thirty (30) calendar days, cause the same to be cancelled and discharged of record, by bond, payment directly or into the registry of an appropriate court, or otherwise in the manner chosen by LICENSEE and at the expense of LICENSEE, and shall also defend on behalf of CITY, at LICENSEE'S sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien or order.

10. INDEMNIFICATION

10.1 LICENSEE 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 LICENSEE'S activities under this Agreement, including any acts or omissions of LICENSEE, any agent, officer, director, representative, employee, consultant or subcontractor of Licensee, 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 LICENSEE 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.

10.2 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. LICENSEE shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or LICENSEE known to LICENSEE related to or arising out of LICENSEE's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at LICENSEE's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CITY or LICENSEE of any of its obligations under this paragraph.

11. INSURANCE REQUIREMENTS

11.1 Prior to the commencement of any work under this Agreement, Licensee shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City's Downtown Operations Department, which shall be clearly labeled "Alamo Plaza Heritage Interpretation" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on

its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's signature, including the phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Downtown Operations Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

- 11.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.
- 11.3 A Licensee's financial integrity is of interest to the City; therefore, subject to Licensee's right to maintain reasonable deductibles in such amounts as are approved by the City, Licensee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Licensee's sole expense, insurance coverage written on an occurrence basis, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than Λ (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
 Workers' Compensation Employers' Liability 	Statutory \$500,000/\$500,000/\$500,000
 3. Broad Form General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability 	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General & Products Completed Operations Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
3. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

11.4 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Licensee shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Licensee shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Downtown Operations Department
P.O. Box 839966
San Antonio, Texas 78283-3966

- 11.5 Licensee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
 - Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability polices:

- Workers' compensation and employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Claims made policies shall be required for two years after the term of the Agreement.
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- 11.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Licensee shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Licensee 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.
- 11.7 In addition to any other remedies the City may have upon Licensee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Licensee to stop work hereunder, and/or withhold any payment(s) which become due to Licensee hereunder until Licensee demonstrates compliance with the requirements hereof.
- 11.8 Nothing herein contained shall be construed as limiting in any way the extent to which Licensee may be held responsible for payments of damages to persons or property resulting from Licensee's or its subcontractors' performance of the work covered under this Agreement.
- 11.9 It is agreed that Licensee's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of LICENSEE'S operations under this Agreement.
- 11.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.
- 11.11 Licensee and any Subcontractors are responsible for all damage to their own equipment and/or property.

12. ASSIGNMENT AND SUBLETTING

- 12.1 LICENSEE shall not assign or sublet this License, or allow same to be assigned by operation of law or otherwise the PREMISES or any part thereof, for any duration whatsoever. Any purported attempt at assignment shall be deemed void *ab initio* and shall confer no rights upon any third person.
- 12.2 CITY shall have the right to transfer and assign, in whole or in part, any of its rights under this License and in the property referred to herein; and, to the extent that such assignee assumes CITY'S obligations hereunder, CITY shall, by virtue of such assignment, be released from such obligations

13. DEFAULT AND REMEDIES

- 13.1 In addition to any other events of default enumerated elsewhere in this License, the following events shall be deemed to be events of default by LICENSEE under this License:
 - 13.1.1 The taking by a court of competent jurisdiction of LICENSEE and its assets pursuant to proceedings under the provisions of any Federal or State reorganization code or act; or
 - 13.1.2 The entry by any court of a final order, with respect to LICENSEE, providing for modification or alteration of the rights of creditors; or
- 13.2 LICENSEE or CITY shall fail to comply with any term, provision or covenant of this License Agreement and
 - 13.2.1 During the licensed event, a default occurs that is of a nature that threatens public safety or property damage or is a material breach in the operation of an event by LICENSEE, and LICENSEE shall not cure such failure within two (2) hours after verbal notice to the LICENSEE or LICENSEE'S event representative by the Director or her designee, Park Police, Police;
 - 13.2.2 For all other times during the term of this agreement, if LICENSEE or CITY shall neglect or fail to perform or observe any of the terms, provisions, conditions or covenants herein contained and on LICENSEE'S or CITY'S part to be performed or in any way observed and if such neglect or failure should continue for a period of thirty (30) calendar days after receipt by LICENSEE or CITY of written notice of such neglect or failure (except for the failure or neglect to pay any consideration, wherein a ten (10) calendar day period applies); or, if under the thirty (30) calendar day default events, more than thirty (30) calendar days shall be required because of the nature of the default, if LICENSEE or CITY shall fail within said thirty (30) calendar day period to commence and thereafter diligently proceed to cure such default.
- 13.3 Upon the occurrence of an event of uncured default as heretofore provided, CITY may, at its option, declare this License, and all rights and interest created by it, to be terminated. Upon CITY electing to terminate, this License shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term hereof. In connection with any such termination, CITY may make, or cause to be made, such repairs to the Premises as CITY shall, in good faith, deem advisable, and the making of such repairs shall not release LICENSEE from liability hereunder.
- 13.4 Upon any such expiration or termination of this License, LICENSEE shall quit and peacefully surrender the Premises to CITY; and CITY, upon or at any time after such expiration or termination, may, without further notice, enter upon and re-enter the Premises and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess LICENSEE and remove LICENSEE and all other persons and property from the Premises.

14. CONDEMNATION

14.1 It is agreed and understood that in the event the Premises are taken, in whole or in part, by any governmental authority other than CITY, this License, and all rights, title and interest hereunder, shall, at the option of CITY, cease on the date title to such land so taken or transferred vests in the condemning authority. LICENSEE hereby waives all rights in any proceeds of such condemnation.

15. SURRENDER OF PREMISES

15.1 No act or thing done by CITY or its agents during the term hereby granted shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless the same be made in writing and subscribed by CITY.

16. SEPARABILITY

16.1 If any clause or provision of this License is illegal, invalid or unenforceable under present or future laws effective during the term of this License, then and in that event, it is the intention of the parties hereto that the remainder of this License shall not be affected thereby; and it is also the intention of the parties to this License that in lieu of each clause or provision of this License that is illegal, invalid or unenforceable, there be added as a part of this License a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

17. AMENDMENT

17.1 This License, together with the authorizing ordinance, constitutes the entire agreement between the parties. No amendment, modification or alteration of the terms of this License shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto. Amendments to this License may be approved by the Director on behalf of the CITY.

18. TAXES AND LICENSES

18.1 LICENSEE shall pay, on or before their respective due dates, to the appropriate collecting authority, all Federal, State and local taxes and fees which are now or may hereafter be levied upon LICENSEE, or upon the business conducted by LICENSEE on the Premises, or upon any of LICENSEE'S property used in connection therewith, and shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by LICENSEE.

19. NON-DISCRIMINATION

19.1 Any discrimination by LICENSEE or his agents or employees on account of race, color, sex, age, religion, disability or national origin in employment practices or in the use of or admission to the Premises is prohibited.

20. NO SUBSTANTIAL INTEREST

20.1 LICENSEE acknowledges that it is informed that Texas law prohibits contracts between CITY and any local public official, such as a CITY officer or employee, and that the prohibition extends to an officer and employee of CITY agencies, such as CITY-owned utilities and certain CITY boards and commissions, and to contracts involving a business entity in which the official has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. LICENSEE certifies, and this License is made in reliance thereon, that neither it, its individual officers, employees or agents, nor any person having a substantial interest in this License, is an officer or employee of CITY or any of its agencies.

21. NOTICES

21.1 Notices to CITY required or appropriate under this License shall be deemed sufficient if in writing and mailed, first class mail, postage prepaid, addressed to:

City of San Antonio City Clerk P.O. Box 839966 San Antonio, Texas 78283-3966 Director
Dept of Downtown Operations
P.O. Box 839966
San Antonio, Texas 78283-3966

or to such other address as may have been designated in writing by the Director or her designee. Notices to LICENSEE shall be deemed sufficient if in writing and mailed, first class mail, postage prepaid, addressed to LICENSEE at the address designated as follows, and shall be presumed delivered as of the third day after the date CITY mails such notice.

Daughters of the Republic of Texas, Inc.
DRT Headquarters & Museum
501 E. Anderson Lane
Austin, TX 78752-1218

22. PARTIES BOUND

22.1 This License shall be binding upon and inure to the benefit of the parties hereto only and shall terminate upon the dissolution of LICENSEE or its assignees.

23. APPROVAL OF CITY

24.1 Whenever this License calls for approval by CITY, unless otherwise explained herein, such approval shall be evidenced by the written approval of the Director of Downtown Operations of the City of San Antonio or her designee.

24. RELATIONSHIP OF PARTIES

24.1 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the parties hereto. It is understood and agreed that neither the

method of computation of compensation, nor any other provision contained herein, nor any acts of the parties hereto create a relationship other than the relationship of LICENSOR and LICENSEE.

25. TEXAS LAW TO APPLY

25.1 THIS LICENSE SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

26. GENDER

26.1 Words of any gender used in this License shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

27. CAPTIONS

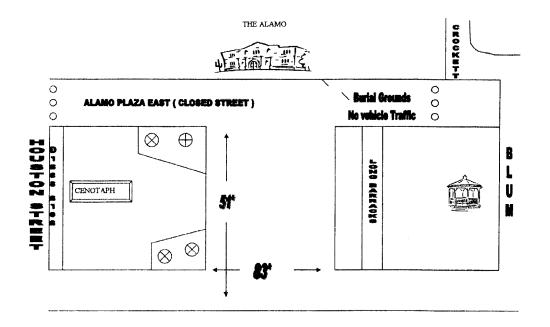
27.1 The captions contained in this License are for convenience of reference only and in no way limit or enlarge the terms and conditions of this License.

28. AUTHORITY

28.1 The signer of this License Agreement for LICENSEE hereby represents and warrants that he or she has full authority to execute this License Agreement on behalf of LICENSEE.

IN WITNESS WHEREOF, we have affirmed our signatures this ____ day of ____, 2011.

LICENSOR:
CITY OF SAN ANTONIO, A Texas Municipal Corporation
By: Sheryl L. Sculley, City Manager
LICENSEE:
Daughters of the Republic of Texas, Inc.
By: Karen Thompson
Title: President General
By: Mary Carmack
Title: Recording Secretary General
ATTEST:
City Clerk
APPROVED AS TO FORM:
City Attorney



ALAMO ST.

Exhibit B

Alamo Plaza 2012

Schedule of Events for the Daughters of the Republic of Texas (The Alamo)

Date	Time	Location	Program	Comments
Jan 7, 2012	10am-5pm	Alamo Plaza	1 st Saturday	1 st weekend
Feb.11, 2012	10am-5pm	Alamo Plaza	2 nd Saturday	2 nd weekend
April 7, 2012	10am-5pm	Alamo Plaza	1 st Saturday	1st weekend
May 5, 2012	10am-5pm	Alamo Plaza	1 st Saturday	1 st weekend
June 2, 2012	10am-5pm	Alamo Plaza	1 st Saturday	1 st weekend
July 4, 2012	10am-5pm	Alamo Plaza	Tx Statehood	Special event
July 7, 2012	10am-5pm	Alamo Plaza	1 st Saturday	1st weekend
Aug 4, 2012	10am-5pm	Alamo Plaza	1 st Saturday	1 st weekend
Aug 18, 2012	10am-5pm	Alamo Plaza	Battle - Medina	Special event
Sept 1, 2012	10am-5pm	Alamo Plaza	1 st Saturday	1 st weekend
Sept 15, 2012	10am-5pm	Alamo Plaza	Wolls Invasion	Special event
Oct 6, 2012	10am-5pm	Alamo Plaza	1 st Saturday	1 st weekend
Oct 13, 2012	10am-5pm	Alamo Plaza	Siege of Bexar	Special event
Nov 3, 2012	10am-5pm	Alamo Plaza	1 st Saturday	1 st weekend
Dec 1, 2012	10am-5pm	Alamo Plaza	1st Saturday	1st weekend
Dec 15, 2012	10am-5pm	Alamo Plaza	Battle of Bexar/	Special event
			Cos Surrender	

Exhibit C

Daughters of the Republic of Texas (The Alamo) Proposal in Response to City of San Antonio Request for Proposal RFP-2011-074 for Alamo Plaza Heritage Interpretation

Alamo Plaza Heritage Interpretation

Table of Contents

Tab 1	Executive Summary
Tab 2	General Information & References
Tab 3	Experience, Background & Qualifications
Tab 4	Proposed Plan
Tab 5	Discretionary Contracts Disclosure form
Tab 6	Litigation Disclosure
Tab 7	Proof of Insurability – Insurance Provider's Letter
Tab 8	Signature Page
Tab 9	Proposal Checklist

TAB-1

Executive Summary

It has long been the goal of the City, the Daughters of the Republic of Texas, the Alamo staff, and the community at large to address the lack of historical interpretation in Alamo Plaza. This need becomes even greater as the City, area businesses, and the Alamo try to increase cultural and heritage tourism offerings to both out of town visitors and San Antonio residents.

As many communities have realized, heritage interpretive activities enhance the visitor experience. Additionally, the results produce increased revenue as well as a greater appreciation and understanding of the site, its history, and the people associated with its past.

There is no escaping the fact that Alamo Plaza is as much a part of "the Alamo" as is the iconic church. This important space occupies a critical place in our interpretation of the Alamo's three-hundred year long history. Knowing the plaza as we do, the DRT believes that it is well suited through the Alamo's staff to bring quality heritage interpretive activities to Alamo Plaza.

The Alamo's staff has more than ten years experience in planning and conducting heritage interpretive activities on the Alamo grounds. These activities include a variety of annual, monthly, and special events. Although emphasis is usually on the Texas Revolution, events have also highlighted Spanish Presidial troops, War of 1812 veterans, people of the Republic of Texas, and even the U.S. Quartermaster era. It may sound heretical coming from the DRT and the Alamo's staff but we realize that there is more to the Alamo's history than just the events of 1836. However, we also realize that in the scope of the Alamo's history, the historic siege and battle are foremost in the minds of most visitors to San Antonio and the Alamo.

Much thought has been put into the Alamo's own heritage interpretive activities. Our Philosophy, which governs our living history events, is posted on the internet at the following

In it, we discuss the differences between living history and reenacting since the two activities are not the same. Living history, which we do at the Alamo, has the purpose of educating the public through demonstrations and activities that are often interactive. The prime focus of a living historian is his or her audience, which is why it is used as an educational tool at sites such as Colonial Williamsburg, Old Sturbridge Village, Conner's Prairie, and Plimoth Plantation. Reenacting, on the other hand, is a personal activity or hobby. The goal of a reenactor is self satisfaction and his or her attention is often focused on other reenactors who are participating at an event and interaction with the audience is an afterthought. This isn't a condemnation of reenactors, just an admission that reenanactors do not necessarily make good living historians because despite what they claim, educating the public is not their first priority. To address this issue the Alamo's staff established a certification program to screen and train its volunteer living history interpreters.

In addition to providing quality heritage interpretive activities in Alamo Plaza, the contract between the City and DRT, Inc. would provide another benefit: reunification of the historic Alamo compound. Although clearly the City would still own Alamo Plaza and the State would continue to own the modern Alamo complex with the historic church and Long Barrack, the arrangement would stimulate cooperation between all involved parties. It is also hoped that heritage interpretive activities centered at Alamo Plaza could eventually be extended to other City owned historical sites. Hence, the interest of the City would be served in several ways by awarding this contract to the DRT.

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

To be submitted with Respondent's Proposal as TAB 2

Respondent's Information: Provide the following information regarding the
Respondent. (Note: Co-Respondents are two or more entities proposing as a team or joint venture with
each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified
here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each
Co-Respondent by copying and inserting on additional block(s) before Item #2.)

Respondent Name: Daughters of the Republic of Texas, Inc.

(Note: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: DRT Headquarters & Museum

501 E. Anderson Lane Austin, Tx. 78752-1218

Telephone: Fax No.

Website Address:

Year established: 1905

Provide the number of years in business under present name: 106

Social Security Number or Federal Employer Identification Number: 74-1193444

Texas Comptroller's Taxpayer Number, if applicable: 1-741193444-5

(Note: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: None.

Business Structure: Nonprofit, Domestic

Provide any other names under which Respondent has operated within the last 10 years and length of time for each: N/A

2. Contact Information: List the one person who the City may contact concerning your proposal or setting dates for meetings:

Name: Dr. Richard Bruce Winders Title: Historian & Curator

Address: The Alamo 300 Alamo Plaza San Antonio, Texas 78205



- 3. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity? <u>No</u>
- 4. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

In the summer of 2010, a complaint was filed against the Daughters of the Republic of Texas with the Office of the Texas Attorney General by a former member of the organization. As of this time, no final report has been released.

5. Previous Contracts

a. Has Respondent ever failed to complete any contract awarded? If "Yes," state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

Yes. William Morris Endeavor. Promotion of The Alamo and its Intellectual Property. Signed on October 28, 2010. \$900,000.00. DRT Board of Management voted to end its association with WME because of the cost of their services.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Not to my knowledge.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Not to my knowledge.

REFERENCES

Provide three (3) references—preferably from a firm or organization that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the Respondent's services/activities and be willing to respond to questions regarding the type and quality of services/activities provided.

Reference Firm		ation Name: <u>San A</u>	ntonio	Missions]	Vational F	<u> Iistoric</u>	al Park	
Conta	ict Name:	Tom Castanos	T	itle: Educa	tion and Y	outh In	itiatives Coordinator	
Addr	ess: <u>2202</u>	Roosevelt Avenue	:	State: <u>Texa</u>	<u>ıs</u>	Z	ip Code: <u>78210</u>	
Telep	hone No.			F	ax No.:			
Emai								
		he staff of the Alamo			urtment fre	quently	works with Mr. Castanos	on
Referenc Firm		ation Name: <u>Washi</u>	ngton c	on the Bra	zos State I	Historic	≥ <u>Site</u>	
Conta	ct Name:	Scott McMahon				Title: P	ark Ranger	
Addre	ss: Box	<u>305</u>	State:	Texas		Zip Co	de: <u>77880-0305</u>	
Telephone	No.:			Fax No.:				
Email								
Relationship: We have an informal reciprocal agreement with Mr. McMahon—we support the living history events put on by Washington-on-the-Brazos State Park and he in turn supports our events.					ng			
Reference Firm/		tion Name: Garcia	Midd	le School,	NISD			
Conta	ct Name:	Lucy Podmore	Tit	le: <u>Librari</u>	<u>an</u>			
Addre	ss: 14900	Kyle Seale Parkway	Sai	n Antonio	State: Tex	cas	Zip Code: 78255	
Telephone	No.:				Fax No.:			
Email:								

5

Relationship: Mrs. Podmore is the Librarian at Garcia Middle School, and was one of the first users of our history trunk. We have done presentations on Texas History in her library for several years.

TAB-3

 Describe Respondent's experience relevant to the Scope of Services requested by this RFP - list and describe relevant projects of similar size and scope performed within the past three years.

The Alamo's Education Department endeavors to honor the traditional Alamo story while providing visitors with a current, balanced, and accurate evidence-based historical interpretation. The Alamo's staff has had a living history program (heritage interpretation activities) in place on its grounds since 1998. During this time the staff of the Alamo has planned and implemented a wide variety of free and paid heritage interpretation activities on the complex. These include:

Is Saturday at the Alamo: This is a monthly living history event that occurs on the first Saturday of every month. Activities include demonstrations on life at the time of the Texas Revolution, period cooking, period military drill, period children's games, etc. The event is free to the public and interactive, meaning visitors are invited and encouraged to take part in the event's activities. Historical impressions include Texan, Mexican, and Tejano representations.









Fall at the Alamo: The Alamo's staff has been hosting this free event for more than ten years. The date is always the second Saturday in October. The event is designed to show visitors aspects of life during the Republic of Texas. Various crafts, such as lace making and leather smithing, are highlighted. The event always has a theme. Past themes have included Honor in the Republic of Texas and Elections in the Republic of Texas. One of the most popular themes has been Law and Order in the Republic of Texas even has a mock court in which visitors served as jurors.



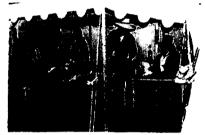






The Battle of Béxar—Prelude to the Alamo: This is an afterhours event which the Alamo's staff has been holding for five years. It is "Gallery Theater," meaning that visitors are taken though a series of scripted scenarios designed to tell the story of the Battle of Béxar. This ticketed event usually takes place the second weekend in December. Money from ticket sales help to fund the Alamo's education department programs.





<u>The Alamo under Siege</u>: This is another afterhours event which the Alamo's staff has been holding for five years. It is "Gallery Theater," meaning that visitors are taken though a series of scripted scenarios designed to tell the story of the Siege of the Alamo. This ticketed event usually takes place the last weekend in February. Money from ticket sales help to fund the Alamo's education department programs.





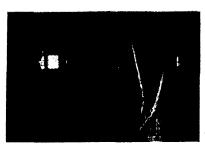
January 8. Jackson's Victory at New Orleans: This is an afterhours event that the Alamo's staff began last year. The purpose of the event, which involves living history characterizations, is designed to highlight the importance of Andrew Jackson's victory over the British at the Battle of New Orleans, January 8, 1815. Many of the men who served under Jackson later came to Texas and took part in the Texas Revolution.

School Programs—Living History & Travelling Trunks: The staff of the Alamo frequently uses living history as a way to present information to students, both at the Alamo and during on campus visits. The Alamo complex also has a traveling trunk program with a wide range of living history items that is loaned free of charge to teachers for use in their classroom. The trunk contains a detailed guide book on how to use the items in classroom activities.





Alamo Summer Camp for Kids. This is a weeklong event for children, age 8 through 12. The event is designed to provide participants with an introduction to the history of the Alamo. Activities are built around learning about material culture. Period crafts also make up part of the activities. The participants are taught basic leadership skills as they organize their own "militia" company, which performs for their parents on the last day of the camp.





<u>Alamo Day Camp for Kids</u>. This is a condensed version of the Alamo Summer Camp for Kids.



<u>Battalion Camp of Instruction</u>: This 2008 camp was held on conjunction with the staff of Washington-on-the-Brazos State Park. The purpose was to teach reenactors the basics of period battalion drill. The instructor for the camp was Dr. Bruce Winders, Historian and Curator at the Alamo. The event was open and free to all interested individuals and organizations.



San Antonio Founders Day: This will be the third year that San Antonio Founders Day will be held on the Alamo grounds. Although not an Alamo event, the Alamo's education staff supplies support for the event. Two staffers, Ernesto Rodriguez and

Sherri Driscoll serve on the SAFD's planning committee for the annual event, developing educational programs for children.



2. For each project described in #1, indicate quantifying results, if any. If none, state.

Events that are free to the public are open to all of our visitors on the day of the event. All day events such as Fall at the Alamo and l^{st} Saturday may have as many as 10,000 visitors who may interact with the participants in some way. This interaction might be something as brief as taking advantage of a photo op or stopping to see a display.

Paid events such as *Prelude to the Alamo* and *The Alamo under Siege* are limited to the amount of spots we have for these programs. At a maximum, we have served about 525 (based on ticket sales) for one of these programs. Average attendance has usually been between 200 and 300.

 Identify key individuals to be involved in providing services under the agreement describe each key individual's role in support of the agreement and their relevant experience and qualifications.

Dr. Richard Bruce Winders. Dr. Winders has been the Curator & Historian at the Alamo since July 1996. Previous to earning his Ph.D. in United States History (special emphasis on Spanish Borderlands and Military History), Dr. Winders spent ten years as a junior high classroom teacher in the Arlington ISD, four of which he served as the department head at his campus. He is a respected historian and noted author on Texas and the Spanish Borderlands. Dr. Winders has always viewed living history as an important component of history education, a view that holds especially true for the field of public history as practiced at the Alamo. Dr. Winders has been involved in living history programs since 1978. The Alamo's Handbook for Living History Interpreters was compiled, written, and edited by Dr. Winders. The events listed in #1 were conceived, planned, and implemented by Dr. Winders with assistance from his staff. Ector Aguilar. Mr. Aguilar holds the position of Living History Coordinator at the Alamo. His responsibilities include managing the Alamo's living history collection, recruiting living history volunteers for the Alamo, and overseeing events while in progress. Mr. Aguilar attended the University of Texas at San Antonio. He has ten years experience in heritage interpretation. He is a member of the San Antonio Professional Tour Guide Association.

Sherri Driscoll. Mrs. Driscoll serves as the Alamo's Museum Educator. She holds a teaching certificate issued by the State of Texas. She is responsible for organizing and conducting many of the Alamo's educational offerings such as summer and day camps for children. She is a member of both the San Antonio Professional Tour Guide Association and the San Antonio Founders Day Alliance.

Emesto Rodriguez III. Mr. Rodriguez is the Alamo's Assistant Curator. He holds an MA in History from St. Mary's University. He has been involved in living history programming at the Alamo almost since its inception. He works closely with Mrs. Driscoll in planning and conducting educational programming for students. He is a member of both the San Antonio Professional Tour Guide Association and the San Antonio Founders Day Alliance.

 Indentify and describe any experience you, your organization, and/or key individuals have had working with the City of San Antonio—include name of department and staff point of contact.

The DRT has cooperated with the City of San Antonio on a number for activities ranging from hosting official visits to the opening of Fiesta. This has occurred in part as the State's Alamo property and City property share a common boundary between the Alamo's church and Alamo Plaza. Persons in the City with whom we have worked include:

Downtown Operations, Paula Stallcup

Downtown Operations, Tanya Drake

Convention and Visitor Bureau, Dee Dee Poteet

Convention and Visitor Bureau, Robert Saluce

Describe your organization's experience working with schools and explain what value this experience would provide, if any, in performing services under this agreement.

The DRT officially established an Alamo Education Department in the late 1990s.

The purpose of the department is for the Alamo staff to interact directly with teachers and students through the production of educational materials based on current TEA

requirements. The staff of the department frequently holds teachers workshops, often in conjunction with the Institute of Texan Cultures and the San Antonio Historic Missions NPS. When possible, the department makes classroom visits and presents programs to students on the grounds of the Alamo. The Alamo's staff has worked with TEA Region 20 to provide video conferences on the Alamo direct to Texas classroom.

The Alamo's education staff knows that information presented to teachers and students has to be accurate, relevant, and tied to the TEKS if it is going to be meaningful. The Alamo's staff also sees school groups as a target audience for heritage interpretation activities in Alamo Plaza and plans to develop programs to meet this important need.

 Additional Information. Identify any additional skills, experience, qualifications, and/or other relevant information you wish considered.

The DRT is uniquely situated to provide heritage interpretation activities in Alamo Plaza because the plaza is part of the historic Alamo compound. Moreover, the Alamo's staff interacts daily with visitors whom they inform about the plaza's history as a part of the Alamo's historical interpretation. The DRT believes that historical interpretation of the Alamo Plaza is so important that it commissioned paintings depicting scenes of past events in Alamo Plaza as a part of its 2005 re-interpretation of the Long Barrack Museum.

The Alamo offers a program through its Education Department by which individual living historians can gain certification to participate in living history events on the grounds. The program has allowed us to build a cadre of trusted volunteers who support our events.

Volunteer living historians who apply for certification at the Alamo must attend an orientation program conducted by members of the Alamo Education Department. The purpose of the program is five-fold:

- · Orient volunteer living historians to the site;
- Familiarize volunteer living historians with the Alamo's philosophical approach to living history;
- Define expectation for volunteer living historians;
- Discuss guidelines relating to participation by volunteer living historians;
- Define volunteer living historians' responsibility while at the Alamo.

We believe that providing such training to those who wish to participate in living history events at the Alamo enhances our program by making volunteers more familiar with the site as well as our expectations and needs. This training would be extended to any volunteers who would participate in heritage interpretive activities.



TAB-4

 How frequently do you propose to conduct heritage interpretation activities in Alamo Plaza?

The DRT has the resources and capability through the Alamo's Education Department to easily extend its heritage interpretation activities into Alamo Plaza for the required 8 hours a month just by moving its l^{st} Saturday activity from behind the church to the plaza. However, we actually look at this proposal as an opportunity to develop weekly events in Alamo Plaza based on the season and visitor traffic.

2. Based on the response to #1, identify a proposed schedule of activities in Alamo Plaza for a twelve month period, including descriptions of activities, portion(s) of Alamo Plaza to be occupied, operating hours. Including March 6 anniversary weekend.

The party to whom the city grants this contract needs to be well acquainted with both the space and the public who enter it in order that heritage activities can be tailored to meet seasonal variations in traffic. Therefore, a brief review of the existing traffic/use patterns is in order to demonstrate our understanding of the plaza.

<u>Fall</u>: School is back in session so conventioneers and weekend excursionists out number families and school groups. This is a slow time of the year for tourism.

Suggested Events:

1st Saturday at the Alamo

September 1, 2012	10AM-5PM	Low Barrack & Adjacent Areas
October 6, 2012	10AM-5PM	Low Barrack & Adjacent Areas
November 3, 2012	10AM-5PM	Low Barrack & Adjacent Areas
September 7, 2013	10AM-5PM	Low Barrack & Adjacent Areas
October 5, 2013	10AM-5PM	Low Barrack & Adjacent Areas
November 2, 2013	10AM-5PM	Low Barrack & Adjacent Areas

Special Presentation: Woll's 1842 Invasion of Texas

September 15, 2012 10AM-5PM Low Barrack & Adjacent Areas September 14, 2013 10AM-5PM Low Barrack & Adjacent Areas

Fall at the Alamo: Siege of Béxar

October 13, 2012 10AM-5PM Low Barrack & Adjacent Areas
October 12, 2013 10AM-5PM Low Barrack & Adjacent Areas

Winter: Visitation picks back up beginning Thanksgiving Weekend. The Christmas

Season sees the return of families to San Antonio. January is historically a very slow

month for tourism. Things begin to pick back up in late February and stay busy through

Fiesta Week.

Ist Saturday at the Alamo

December 1, 2012	10AM-5PM	Low Barrack & Adjacent Areas
January 5, 2013	10AM-5PM	Low Barrack & Adjacent Areas
February 2, 2013	10AM-5PM	Low Barrack & Adjacent Areas
December 7, 2013	10AM-5PM	Low Barrack & Adjacent Areas
January 4, 2013	10AM-5PM	Low Barrack & Adjacent Areas
February 1, 2013	10AM-5PM	Low Barrack & Adjacent Areas

^{*}Prelude to the Alamo: The Battle of Béxar & Cos' Surrender

December 15, 2012 10AM-5PM Low Barrack & Adjacent Areas
December 14, 2013 10AM-5PM Low Barrack & Adjacent Areas

*Possible evening program as well. Low Barrack & Adjacent Areas

Spring: Spring Break traffic runs for several weeks and brings a mix of families and college students to San Antonio. Moreover, this is the period when most teachers plan field trips to the Alamo.

Ist Saturday at the Alamo

March 3, 2012	10AM-5PM	Low Barrack & Adjacent Areas
April 7, 2012	10AM-5PM	Low Barrack & Adjacent Areas
May 5, 2012	10AM-5PM	Low Barrack & Adjacent Areas
March 2, 2013	10AM-5PM	Low Barrack & Adjacent Areas
April 6, 2013	10AM-5PM	Low Barrack & Adjacent Areas
May 4, 2013	10AM-5PM	Low Barrack & Adjacent Areas

*Special Presentation: Alamo under Siege (Alamo Anniversary Weekend)

March 3-4, 2012 10AM-5PM Low Barrack & Adjacent Areas

*Possible evening program as well. Low Barrack & Adjacent Areas

Special Presentation: History of San Antonio de Béxar

May 19, 2013 10AM-5PM Low Barrack & Adjacent Areas May 18, 2013 10AM-5PM Low Barrack & Adjacent Areas

Summer: Summer visitation begins on Memorial Day weekend and runs through Labor

Day weekend. The weekend of July 4th is one of the busiest of the year.

1st Saturday at the Alamo

June 2, 2012	10AM-5PM	Low Barrack & Adjacent Areas
July 7, 2012	10AM-5PM	Low Barrack & Adjacent Areas
August 4, 2012	10AM-5PM	Low Barrack & Adjacent Areas
June 1, 2013	10AM-5PM	Low Barrack & Adjacent Areas
July 6, 2013	10AM-5PM	Low Barrack & Adjacent Areas
August 3, 2013	10AM-5PM	Low Barrack & Adjacent Areas

Special Presentation: Texas Statehood & the US Declaration of Independence

July 4, 2012	10AM-4PM	Low Barrack & Adjacent Areas
July 4, 2013	10AM-4PM	Low Barrack & Adjacent Areas

Special Presentation: Battle of the Medina, 1813

August 18, 2012	10AM-4PM	Low Barrack & Adjacent Areas
August 17, 2013	10AM-4PM	Low Barrack & Adjacent Areas

Note: In addition to these scheduled events, the Alamo's staff would like to have the flexibility to respond to the needs in Alamo Plaza based on seasonal traffic. For example, we are open to developing activities for school children in the spring. We are also open to developing some nighttime activities for visitors.

3. Based on the response to #2, identify artifacts, objects, and/or documents you propose to incorporate in your activities.

The Alamo's Education Department has a large collection of period reproductions that it already uses in its historic interpretive program. These include cookware, weapons, accoutrements, and common everyday items such as playing cards, books, maps, etc. We believe that visitors learn best when they have the opportunity to put their

hands on "history."

4. Based on your response to #2, identify proposed use of multi-media devices and

electronic amplification with activities on Alamo Plaza. If none, so state.

Small interpretive displays usually do not require any amplification. However,

public presentations designed to reach a large audience do require a PA system to ensure

the presenters can be heard. The Alamo complex has a portable professional grade PA

that can be used when needed.

5. Describe how you intend to create visual and aural excitement in Alamo Plaza.

Visual. Presenters dress in period attire, period banners, tentage, etc.

Aural: Period music correct for the time (Texian, Tejano & Mexican)

6. Will walking tours be part of your proposed activities? If so, indicate if different types of walking tours will be available and describe each proposed walking tour (subject, target,

audience, route, time). If walking tour not proposed, so state.

Yes. Walking tours present a specific logistical problem because the presenter

must be heard over background noises. Audio systems exist specifically for walking

tours: the presenter has a microphone (transmitter) and each audience member has a

headset (receiver). The Alamo complex has this equipment and would use it for walking

tours.

Walking Tour: Battle of Béxar, 1835

Locations: Alamo, Main Plaza, La Villita, Spanish Governor's Palalce

20

December 15, 2012

December 14, 2013

This tour would take the general public from Alamo Plaza to the Main Plaza and

Military Plaza. Also included will be a stop at the Cos' House in La Villita. The

purpose of the tour is to acquaint visitors with the historic layout of San Antonio

and the basic facts of the Battle of Béxar.

Walking Tour: Battle of the Alamo

Locations: Alamo, Main Plaza, Campos Santos (Milam Park), Funeral Pyres on

Commerce Street

March 3 & 4, 2012

March 4 & 5, 2013

This tour would take the general public from Alamo Plaza to other points of

interest related to the Battle of the Alamo. These would include the Funeral

Pyres, the Commerce Street Bridge, Main Plaza, Spanish Governor's Palace, and

Milam Park. The purpose of the tour is to acquaint visitors with the historic layout

of San Antonio and the basic facts of the Battle of the Alamo.

Walking Tour: Discovering San Antonio de Béxar

Alamo, Military Plaza, Main Plaza, La Villita

May 19, 2013

May 18, 2013

This tour would take the general public from Alamo Plaza to Main Plaza and

Military Plaza. The purpose of the tour would be to acquaint visitors to the early

Spanish and Mexican history of San Antonio de Béxar.

Note: These tours will be conducted by either members of the Alamo's staff who are

members of the San Antonio Professional Tour Guide Association or volunteers who are

members of the SAPTGA.

21

7. Indicate how you propose to promote other downtown cultural sites (for example, Cos House, La Villita, Spanish Governor's Palace) as part of activities under this agreement? If no plan to promote other downtown cultural sites, so state.

Alamo Plaza does not exist in a vacuum. Any historic interpretive approach to Alamo Plaza has to be holistic in that it treats San Antonio as a historic community in which various sites are connected.

8. Discuss your representatives that will be interacting with the public in Alamo Plaza—indicate if they will be trained and/or certified and if so, how?

Interpreters (Alamo staff and volunteers) will undergo both training and certification before they are allowed to interact with the public in Alamo Plaza. The Alamo's Education Department already has a training and certification program in place for its own staff and volunteer living history interpreters. The program is overseen by Dr. Bruce Winders, the Alamo's Curator & Historian.

Will background checks be conducted on your representatives prior to their interaction with the public in Alamo Plaza? If so, what background checks will be conducted and what findings would cause you to prohibit your representative from participating in heritage interpretation activities and interacting with the public on your behalf?

The Alamo Rangers, a state certified law enforcement agency, already conducts criminal background checks on all its employees and volunteers. Rejection of applicants is based on our judgment as to whether or not he or she would be a threat to the public in any way. In particular, we look for any information that may indicate that an individual is mentally unstable or information that a person should not be allowed to be around children.

10. Do you propose to conduct surveys of attendees at each activity day in Alamo Plaza? If so, describe how surveys will be conducted, identify the minimum number of surveys

that will be conducted per activity day, the purpose for the surveys, and what results will be achieved?

Evaluation is important in helping to determine whether or not a program is successful. Evaluation allows presenters to determine what parts of a program work and what parts may need revising. With this in mind, we do intent to conduct surveys. The purpose of these surveys will be to determine whether the program was meaningful, useful, and enjoyable to the audience. Audience members will be asked to fill out a standard evaluation form and deposit it in a receptacle designated for that purpose.

11. Based on the response to #10, submit a sample survey.

Sample included at the end of TAB-4.

12. Will you submit a regular report to summarize heritage interpretive activities in Alamo Plaza: If so, submit a sample report and state proposed frequency of submission. If regular report not proposed, so state.

The Alamo staff is prepared to submit either a monthly or quarterly report detailing heritage interpretive activities in Alamo Plaza. Each report will include (1) dates of activities, (2) descriptions of activities, (3) names of participants, (4) copies of all audience surveys, and (5) a comment section. Each report will also note areas for improvement in future activities.

13. How will you fund proposed heritage interpretation activities in Alamo Plaza?

The Alamo's staff already has the resources needed for extending heritage interpretation activities into Alamo Plaza. The DRT envisions no additional cost for these programs of than those called for in the contract requiring required city services (i.e., security, an electrician, etc.).

14. Describe your proposed plan to market heritage interpretation activities in Alamo Plaza.

Marketing is important. Although there will always be walk up traffic, the goal is to let visitors know about heritage activities in Alamo Plaza before they get here. The Alamo's staff will place information about heritage interpretation activities for Alamo Plaza on its website, These activities will also be promoted through the Alamo's friends group, Allies of the Alamo and on the new web based Alamo Network.

The Alamo's staff will also work closely with the SACVB so that information about heritage interpretation activities can be sent out through its contacts.

The Alamo's staff will see that information is given to surrounding hotels.

Our contacts with TEA Region 20 will be used to promote these activities.

15. Discuss balancing advertising and sponsorship with the need for sensitivity within the Alamo Historic District and how you propose to achieve the same.

It is the responsibility of the licensee to ensure that its programming, displays and signage are in keeping the decorum of Alamo Plaza which the City wishes to establish. Any advertising should be limited to non-commercial informational signs intended to inform visitors about the event. If a program is funded by a sponsor, any acknowledgement and credit must be appropriate. For instance, a six foot banner proclaiming "Kroger Food Stores Presents the Battle of the Alamo" would be in poor taste and not in keeping with the City's aim of bringing heritage interpretation to the plaza. A small sign, no larger than a ledger size sheet—carefully placed as to be visible yet not to distract from the program—is suggested.

16. Do you propose to sell products and/or services when conducting heritage interpretation activities in Alamo Plaza? If so, specify products/services and prices.

The Alamo's staff is currently offering a regularly scheduled paid battlefield tour of Alamo Plaza. However, it is not conducted by costumed interpreters and is separate from the heritage interpretation activities called for under this agreement.

17. Identify partnerships your organization is seeking to or has obtained that will enhance heritage interpretation activities in Alamo Plaza.

We are open to working with individuals who share our goals and values as they relate to interpretation activities in Alamo Plaza.

18. Describe your proposed plan to work with the Alamo staff in conducting interpretation activities in Alamo Plaza. If you do not plan to work with Alamo staff, so state.

Although the licensee would be the DRT, Inc., the actual interpretation will be conducted by the Alamo's staff, just as it has on the grounds of the Alamo complex.

19. Provide additional information regarding your proposed performance of activities under this agreement you wish to be considered.

Safety has to be a major consideration in heritage interpretive activities. Nobody benefits from an accident except lawyers. In addition to the high cost of litigation, the effects of bad publicity generated by an accident can be long lasting.

The Alamo's staff does not feel that Alamo Plaza is a suitable place for battle reenactments and therefore is not including this activity in this proposal. The space is so small that there is little to no separation between the participants and the public. We believe it is only a matter of time that a serious accident will occur if battle reenactments are allowed to continue in Alamo Plaza. Just because something bad has not happened yet is no guarantee that it will not happen.

The Alamo's staff is proposing to provide heritage interpretive activities that have the public's safety in mind. At no time will participants be firing randomly or at one another. Any firing demonstrations will be conducted with a safety zone between the participants and the public. All firing will be controlled by the presenter/officer in charge.



Alamo Staff and Volunteers in Brackettville filming for

SAMPLE PROGRAM EVALUATION FORM (Requested by TAB-4, Question #11)

Name of Event:	
Date:	
Please provide the following informa (Optional)	tion.
State or Country:	City:
Number in Group:	
How did you hear learn about	this event?
Internet	Advertisement
No before hand knowle	odgeOther
2. Did the program meaningful informat	ion? Yes No
3. Did the program give you have a bette City of San Antonio? Yes	er understanding of historic Alamo Plaza and the No
4. Did you feel that your presenter(s) kn	ew the topic? Yes No
5. Will you tell others about this program	n? Yes No
Co	omments

Tell us what we can do to make our programming better.



City of San Antonio Discretionary Contracts Disclosure

Office of the City Clerk

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see <u>Section 2-59 through 2-61</u> of the City's Ethics Code.

*This is a New Submission or Correction or Update to previous submission. Winders M.I. B First: Richard Last: Suffix: PhD *2 Contract information. a) Contract or project name: Alamo Plaza Heritage Interpretation RFP-2011-074 Downtown Operations b) Originating department: *3. Name of Individual(s) of entity(les) seeking a contract with the city (I e; parties to the contract).

Daughters of the Republic of Texas, Inc. DRT Headquarters & Museum 510 E. Anderson Lane Austin, Texas 78752-1218 4. List any business entity (les) that is a partner, parent, or subsidiary business entity (les) on the inclivition (entity listed in Question 3: Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities. Names of partner, parent, or subsidiary business entitles: <mark>5] এরাহানুসুসাটো পর্যারাহিত্ত নুমান কর্মান হার্মান করেনী করিবলৈ করেনি করেনি বিদ্যালয়ন করি</mark> Not applicable. No subcontractors will be retained for this contract. Subcontractors may be retained, but have not been selected at the time of this submission. List of subcontractors: Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract. List of attorneys, lobbyists, or consultants retained to assist in seeking this contract: 7. Diselosura o agolitea contributoris List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than 5100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections: a) any individual seeking contract with the city (Question 3) b) any owner or officer of entity seeking contract with the city (Question 3) c) any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4) d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5) e) the spouse of any individual listed in response to (a) through (d) above f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

GR.1075-01.PUR.REPORT.Discretionary Contracts Disclosure Rev 2009-5 12/18/09

Page 1 of 3



City of San Antonio Discretionary Contracts Disclosure

Office of the City Clerk

List of contribution	S: NONE		
	13. // 070 -	 	

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for High Pority Contracts

Under Section 2-309 of the Municipal Campaign Finance Code, the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- a) Legal signatory of a high-profile contract
- b) Any individual seeking a high-profile contract
- c) Any owner or officer of an entity seeking a high-profile contract
- d) The spouse of any of individual listed in response to (a) through (c) above
- e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract

Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

*8. Disclosure of conflict of interests: Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? If am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission. If am aware of the following conflict(s) of interest:

*Acknowledgements

✓ Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

No Contact with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2-61 of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

GR.1075-01.PUR.REPORT.Discretionary Contracts Disclosure Rev.2009-5 12/18/09

Page 2 of 3



City of San Antonio Discretionary Contracts Disclosure

Office of the City Clerk

*Contribution Prohibitions for "High-Profile" Contracts

This is not a high-profile contract.

← This is a high-profile contract.

*Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires contractors and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Clerk.

☑ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

	140		A Cath		
			ontained in this Discretion fare true, correct, and cor		acts Disclosure Form, including any attachments,
Your Name:	Dr. Richard B	ruce Winders	BB Winden	Title:	Alamo Historian & Curator (DRT Employee)
Company Nan	ne or DBA:	Daughters of t	the Republic of Texas, Inc.		Date: 09/23/2011

Please fill this form out online, print completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, send to:
Purchasing
P.O. Box 839966
San Antonio, Texas 78283-3966

LITIGATION DISCLOSURE

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in disqualification of your proposal from consideration or termination of the contract, once awarded.

- 1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater that a Class C in the last five (5) years? No
- 2. Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity? No
- 3. Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private during the last ten (10) years?

Yes. The DRT has been sued by former employees.



1100 N. E. Loop 410, Suite 200 Sen Antonio, TX 78209 Main: Fax:

September 20, 2011

Michael Dutton; Director of Administration The Alamo Park 300 Alamo Plaza San Antonio, TX 78205

RE: City of San Antonio

Dear Mr. Dutton:

We have reviewed the basic insurance specifications outlined by the City of San Antonio for the activities on the plaza and have found that your current insurance contracts meet or exceed the requirements. Attached is a sample insurance certificate for review.

If the City of San Antonio needs a more specific actual certificate, please forward the exact name and address of the certificate holder and we will be happy to process the request.

Please call me if you have any further questions.

Chuck Blain

CB/dkm

enclosure

Texas: Austin • Arlington • Baylown • Plano (Dallas) • Henderson • Houston • San Antonio • Tyler

California: Bakersfield • Frazier Park • Lake Isabella • Los Angeles • Palmdale • Paso Robles • Porterville • Tulare

	****		CATE OF LIA				9/2	TE (MWDDYYYY) 20/2011
	THIS CERTIFICATE IS ISSUED AS A N CERTIFICATE DOES NOT AFFIRMATIV BELOW. THIS CERTIFICATE OF INSU REPRESENTATIVE OR PRODUCER, AN	PRANCE D THE	PR NEGATIVELY AMEND E DOES NOT CONSTITU CERTIFICATE HOLDER.	, EXTEND OR AL	TER THE C	Overage Afforded The issuing insure	BY T	HE POLICIES AUTHORIZES
	IMPORTANT: If the certificate holder is the terms and conditions of the policy, certificate holder in lieu of such endors	certein	policies may require an o	policy(les) must i endorsement. A st	be endorsed etement on t	. If SUBROGATION IS White certificate dose not	VAIVE	D, subject to r rights to the
	ODUCER			CONTACT Letici NAME: Letici PHONE (A/C, No. Ext): E-MAIL	a Tovar,	CIC,CISR, CRM		
G	uaranty Insurance Services	, In	c,	PHONE LA/C. No. Ext):	_	AC No.	(866)	682-9386
1:	100 N. E. Loop 410							
81	uite 200			PRODUCER DOO	03474			
	an Antonio TX 782	09				RDING COVERAGE		NAIC N
INS	SURED					lemnity Co. of C	T	25682
_		~				ess & Surplus		29696
	aughters of the Republic o	r re	omaia enr; asx	INSURER C TOXAL				22945
۷.	.C. Box 2599				lers Llo	yds Ins. Co.		41262
٠.	in Antonio TX 782	00		INSURER E:				
			= 10 (10 mm 11 (10 111	INSURER F				
	OVERAGES CERT THIS IS TO CERTIFY THAT THE POLICIES (E NUMBER:11/12 A11		O THE INDIE	REVISION NUMBER:		
(NDICATED. NOTWITHSTANDING ANY REC CERTIFICATE MAY BE ISSUED OR MAY PI EXCLUSIONS AND CONDITIONS OF SUCH P TYPE OF INSURANCE	ERTAIN,	THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	DED BY THE POLICI E BEEN REDUCED B	ES DESCRIBI	ED HEREIN IS SUBJECT 1	O ALL) WHICH THIS THE TERMS,
3-10	GENERAL LIABILITY	BICHTL	TODIO) ROMOEN	37107924.1.1.3	100000000000000000000000000000000000000	EACH OCCURRENCE	<u>.</u>	1,000,00
	X COMMERCIAL GENERAL LIABILITY					PREMISES (Fe occurrence)	5	300,00
A	CLAIMS-MADE X OCCUR	1	6601987M814	4/20/2011	4/20/2012	MED EXP (Any one person)	8	5,00
						PERSONAL & ADV INJURY	1	1,000,00
			j		1	GENERAL AGGREGATE	5	2,000,00
	GENL AGGREGATE UNIT APPLIES PER:					PRODUCTS - COMPIOP AGG	5	2,000,00
	X POLICY PRO LOC						\$	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Es accident)	5	1,000,00
А	ALL OWNED AUTOS		56019873814	4/20/2011	4/20/2012		5	
^	SCHEDILED AUTOS			1			5	
	X HIRED AUTOS					PROPERTY DAMAGE (Per accident)	5	
	X NON-OWNED AUTOS					<u> </u>	s	
						<u> </u>	8	
	X UMBRELLA LIAB X OCCUR			i	†	EACH OCCURRENCE	s 1	10.000.00
	EXCESS LIAB CLAIMS WADE!				ĺ .			10,000,000
	DEDUCTIBLE			1			3	,
В	X RETENTION 8 10,000		CUP9404Y146	4/20/2011	4/20/2012		 S	
С	WORKERS COMPENSATION AND SAIPLOYERS' LIABBLITY					WC STATUL OTH	·	
	ANY PROPRIETORIPARTNER/EXECUTIVE	/A		ĺ			8	500,000
	(Mandetory in NH)	`^	TBF0001130284	4/20/2011	4/20/2012	E.L. DISEASE - EA EMPLOYEE :	3	500,000
_	If yes, describe under DESCRIPTION OF OPERATIONS below					E.I. DISEASE - POUCY UNIT		500,000
D	Museum Floater		6600540B161	4/20/2011	4/20/2012	Limit	\$	2,000,000

CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. The City of San Anthio AUTHORIZED REPRESENTATIVE Chuck Blair/LTOVAR

ACORD 25 (2009/09) INS025 (200909)

© 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD.

SIGNATURE PAGE

The undersigned certifies that (s)he is authorized to submit this proposal on behalf of the entity named below:
Caughters of the Republic of Texas, Inc. Respondent Entity Name
Printed Name: KARED B. THOMPSON
Printed Name: KAREN B. THOMPSON
Title: President Honoral
(Note: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each C
Respondent Entity Name
Signature:
Printed Name:
Title.
By signature(s) above, Respondent(s0 agrees to the following:
 If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract in the form shown in the RFP, as attached and set out in RFP Exhibit BB, with the understanding that the scope will be negotiated and included in the final document. If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all insurance and indemnification requirements set out in draft contract, RFP Exhibit BB. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during proposal process. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to fully disclose the required information may result in disqualification of proposal from consideration. Respondent agrees to fully and truthfully submit a Respondent Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded. To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract — or any person acting on behalf of such a person or entity — from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

PROPOSAL CHECKLIST

Use this check list to ensure that all required documents have been included in the proposal and that they are properly tabbled and appear in the correct order.

Tab in	1	T-147-14 Y 11
	Document	Initial to Indicate
Respondent's	Document	Document is
Proposal		Attached to Proposal
	T 11 CC 1	\perp RBU
	Table of Contents	71000
1	Executive Summary, 2 page	(RBI)
	limit	1100
2	General Information &	0 - 1
	References - RFP	1 / R B L . /
	Attachment A, Part One	1000
3	Experience, Background &	20 /
	Qualifications – RFP	RDU
	Attachment A, Part Two	<i>y</i> , ~ -
4	Proposed Plan - RFP	001
	Attachment A, Part Two, 25	I RIGIZ
	page limit	1100
NOTE: Remaining items	Additional copies are not	
listed in Tabs 5-9 are	required, unless otherwise	
required in the ORIGINAL	instructed.	RBW
proposal only.		1
5	Discretionary Contracts	0.0.1
	Disclosure form – RFP	RBW
	Attachment B	/ /
6	Litigation Disclosure - RFP	0011
	Attachment C	$ \mathcal{N} \cup \mathcal{N} \cup \mathcal{N} $
7	Proof of Insurability -	00/
	Insurance Provider's Letter	1 404
8	*Signature Page - RFP	0.0.
	Attachment D	NWW
9	Proposal Checklist - RFP	00//
-	Attachment F	NOW
	One (1) Original, five (5)	DB1 /
	Copies	$ \mathcal{M}\omega $

^{*}Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.