

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**

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I. BACKGROUND

Since 1987, the San Antonio Living History Association (SALHA) has conducted historical re-enactment 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 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. There is no transfer of funds between the City and the SALHA; the SALHA makes no payments to the City - and the City makes no payments to the SALHA. The existing license agreement renews automatically each calendar year; however, either party may terminate with a 30 day notice.

II. SCOPE OF SERVICES

The City of San Antonio Downtown Operations Department (“City”) is seeking proposals from qualified Respondents to provide free, heritage interpretation services in Alamo Plaza no less than eight (8) hours each month. Heritage interpretation is a communication process, designed to reveal meanings and relationships of cultural and natural heritage, through involvement with objects, artifacts, and sites.

The selected Respondent shall:

- Enhance the visitor experience in Alamo Plaza through regularly scheduled heritage interpretation, which may include re-enactments, interactivity with persons in 1836 period costume, walking tours, presentation of artifacts and documents, demonstrations, activities, programming, and exhibits;
- Educate and captivate both first time and repeat visitors through a range of interpretation;
- Utilize a variety of communication methods;
- Present historically accurate information in effective, welcoming presentations;
- Conduct heritage interpretation that shall appeal to multiple generations, learning styles, educational levels, and physical abilities;
- Maintain the highest standards of conduct during all interactions with visitors and the City, and maintain the highest standards regarding historic preservation, conservation, and curatorial care;
- Ensure interpretation includes a positive visual impact;
- Promote heritage tourism in San Antonio;
- Present the City of San Antonio (both the organization and community) in a positive light;
- Provide opportunities for corporate promotions through programming and marketing;
- Incorporate local businesses, schools, and organizations within heritage interpretation;
- Establish and create media value for the City;
- Perform surveys to measure quality of visitor experience and gather other information as may be requested by City, then regularly report data to City;
- Be responsible for obtaining and paying for all parking and street closure permits;
- Be responsible for all delivery, set-up and removal of all equipment, including temporary electrical equipment;
- Not pay the City of San Antonio – or receive payment(s) from the City of San Antonio, as part of an agreement to provide free, heritage interpretation services in Alamo Plaza.

The premises available for use by the selected Respondent will be Alamo Plaza (defined as plaza area inside sidewalks) and Alamo Plaza East (defined as street inside the curbs in front of the Alamo between barriers on north and south entrances – see attached map, Exhibit AA.

III. TERM OF AGREEMENT

The term of this License Agreement shall be for a two year period, beginning January 1, 2012 and ending December 31, 2013, and shall renew automatically every year for subsequent one year terms. Either party may terminate the agreement with a 30 day notice.

IV. PRE-SUBMITTAL CONFERENCE AND SITE TOUR

A Pre-Submittal Conference and Site Tour will be held on **September 9, 2011** at River center Mall's Executive Office Conference Room, Level D (near movie ticket booth), 849 E. Commerce, San Antonio, TX, beginning at **9:00 a.m., Local Time**. Respondents are encouraged to prepare and submit their questions in writing seven (7) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted on the City's website at <http://epay.sanantonio.gov/RFPListings/>. Attendance at the Pre-Submittal Conference and Site Tour is optional, but highly recommended. Site Tour will be begin in Alamo Plaza at the conclusion of the Pre-Submittal Conference.

This meeting place is accessible to disabled persons. Rivercenter Mall is wheelchair accessible, and the accessible entrance and accessible parking spaces are located in the parking garage at 849 E. Commerce. Auxiliary aids and services are available upon request. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral responses provided by City staff at the Pre-Submittal Conference and Site Tour shall be preliminary. A written summary of the Pre-Submittal Conference and Site Tour shall contain official responses, if any. Any oral response given at the Pre-Submittal Conference and Site Tour that is not confirmed in the written summary of the Pre-Submittal Conference and Site Tour or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in Section VIII – Restrictions on Communication, after the conclusion of the Pre-Submittal Conference and Site Tour.

V. PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, tabbed and noted with the appropriate heading as indicated below.

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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 – DISCRETIONARY CONTRACTS DISCLOSURE FORM: 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:

1. Download form and complete all fields. All fields must be completed prior to submitting the form.
2. Click on the “Print” button and place the copy in your proposal as indicated in the Proposal Checklist.

TAB 6 – LITIGATION DISCLOSURE FORM: 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 – 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. FAILURE TO COMPLETE AND

PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

VI. AMENDMENTS TO RFP

Amendments to the RFP, including written responses to questions received in compliance with Section VIII, Restrictions on Communication, may be posted as addendums on the City's website at <http://epav.sanantonio.gov/RFPListings/>. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the Internet, must notify City in accordance with Section VIII, Restrictions on Communication, that Respondent wishes to receive copies of addendums by mail or fax.

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

VII. SUBMISSION OF PROPOSALS

- A. Respondent shall submit: One (1) original, signed in ink, and five (5) copies of the proposal in a sealed package clearly marked with the project name, "**Alamo Plaza Heritage Interpretation**" on the exterior of the package.

All proposals must be received in the City Clerk's Office no later than **4:00 p.m., Local Time, on September 23, 2011** at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk's Office prior to the time and date set for submission of proposals. Any proposal or modification received after this time shall not be considered and will be returned unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

City Clerk's Office
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

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

Proposals sent by facsimile or email will not be accepted.

B. Proposal Format: Each proposal shall be typewritten, double spaced and submitted on 8 ½” x 11” white paper *with original placed inside a three ring binder*. Five (5) copies may be placed in individual three ring binders or securely bound in a more economical fashion (i.e. – heat bond, spiral bound, stapled, etc.). The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required or encouraged. Font size shall be no less than 12-point type. All pages shall be numbered and may be printed *two-sided*. Margins shall be no less than 1” around the perimeter of each page. The response to RFP Attachment A, Part Two – Experience, Background, Qualifications may not exceed 10 pages in length, and RFP Attachment A, Part Three – Proposed Plan may not exceed 25 pages in length. Electronic files, websites, or URLs shall not be submitted in lieu of the printed proposal. Each proposal must include the sections and attachments in the sequence listed in the RFP Section V, Proposal Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

C. Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Downtown Operations Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

D. All provisions in Respondent’s proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

E. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

F. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

VIII. RESTRICTIONS ON COMMUNICATION

- A. Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference.
2. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **4:00 p.m., Local Time, on September 9, 2011**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email or by fax to:

Tonya Drake Baum
City of San Antonio, Downtown Operations Department
Tonya.drake@sanantonio.gov or to fax # 210-207-4276

However, questions sent by mail will also be accepted and should be addressed to:

Tonya Drake Baum
City of San Antonio, Downtown Operations Department
400 N. St. Mary’s Street, Suite 100
San Antonio, TX 78205

If submitting questions by mail, it is recommended to send as certified mail, return receipt requested.

Questions submitted and the City’s responses will be posted in the form of an Addendum to the City's web site at <http://epay.sanantonio.gov/RFPListings/>.

3. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.
4. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than

seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

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

IX. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Evaluation criteria:

- A. Experience, Background, Qualifications: 40 points
- B. Proposed Plan: 60 points

X. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. City reserves the right to award one, more than one or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- D. City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- E. *City will require the selected Respondent to execute a contract in substantially the form as attached prior to City Council award.* No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City

Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

- F. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- H. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City’s Ethics Code. (Discretionary Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.)

- I. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent’s actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

XI. SCHEDULE OF EVENTS

Following is a list of projected dates/times with respect to this RFP:

Pre-Submittal Conference	September 9, 2011, 9:00 a.m.
Final Questions Accepted	September 9, 2011, 4:00 p.m.
Proposals Due	September 23, 2011, 4:00 p.m.

RFP ATTACHMENTS

THE DOCUMENTS THAT FOLLOW ARE FORMS THAT MUST BE COMPLETED BY RESPONDENT AND INCLUDED WITH RESPONDENT'S PROPOSAL. ATTACH THESE DOCUMENTS TO YOUR PROPOSAL IN THE ORDER INDICATED IN RFP SECTION V, WHICH IS ENTITLED "PROPOSAL REQUIREMENTS."

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: _____

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

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

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

Also, check one: Domestic Foreign

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: _____

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

3. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes No 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 but not limited to the period of time for such debarment or suspension.

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.

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 complete the contract.

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 No. 1:

Firm/Organization Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Relationship: _____

Reference No. 2:

Firm/Organization Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Relationship: _____

Reference No. 3:

Firm/Organization Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Relationship: _____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

**To be submitted with Respondent's Proposal as TAB 3
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.
2. For each project described in #1, indicate quantifiable results, if any. If none, so state.
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.
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.
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.
6. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information you wish to be considered.

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

**To be submitted with Respondent's Proposal as TAB 4
Limit response to 25 pages**

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

1. How frequently do you propose to conduct heritage interpretation activities in Alamo Plaza?
2. 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.
3. Based on the response to #2, identify artifacts, objects, and/or documents you propose to incorporate in your activities.
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.
5. Describe how you propose to create visual and aural excitement 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.
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.
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?
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?
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.
11. Based on the response to #10, submit a sample survey. If no surveys proposed, so state.
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.
13. How will you fund proposed heritage interpretation activities in Alamo Plaza?
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.
15. Discuss balancing advertising and sponsorship with the need for sensitivity within the Alamo Historic District and how you propose to achieve same.

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.
17. Identify partnerships your organization is seeking or has obtained that will enhance heritage interpretation activities in Alamo Plaza.
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.
19. Provide additional information regarding your proposed performance of activities under this agreement you wish to be considered.

RFP ATTACHMENT B

DISCRETIONARY CONTRACTS DISCLOSURE FORM

To be submitted with Respondent's Proposal as TAB 5

Discretionary Contracts Disclosure Form is posted as a separate document or may be downloaded at <https://www.sanantonio.gov/efrms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFP ATTACHMENT C

LITIGATION DISCLOSURE FORM

To be submitted with Respondent's Proposal as TAB 6

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.

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 than a Class C in the last five (5) years?

Yes 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 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.

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:

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

(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:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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

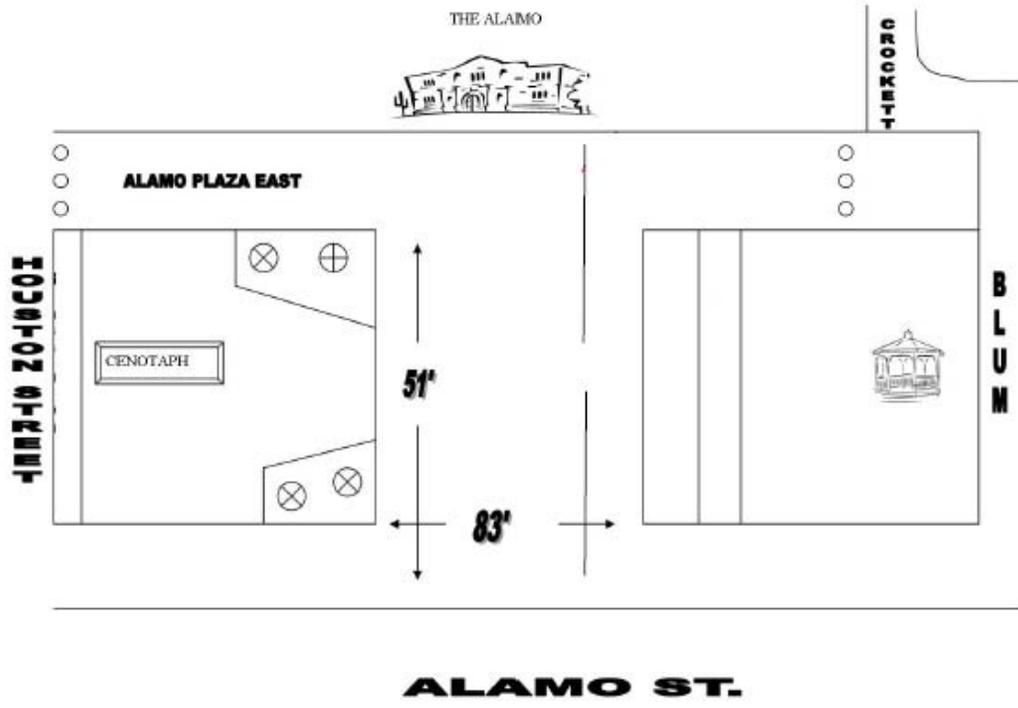
Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order.

Tab in Respondent's Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	
1	Executive Summary, 2 page limit	
2	General Information and References <ul style="list-style-type: none"> • RFP Attachment A, Part One 	
3	Experience, Background & Qualifications <ul style="list-style-type: none"> • RFP Attachment A, Part Two, 10 page limit 	
4	Proposed Plan <ul style="list-style-type: none"> • RFP Attachment A, Part Three, 25 page limit 	
NOTE: Remaining items listed in Tabs 5-9 are required in the ORIGINAL proposal only. Additional copies are not required, unless otherwise instructed.		
5	Discretionary Contracts Disclosure form <ul style="list-style-type: none"> • RFP Attachment B 	
6	Litigation Disclosure <ul style="list-style-type: none"> • RFP Attachment C 	
7	Proof of Insurability <ul style="list-style-type: none"> • Insurance Provider's Letter 	
8	* Signature Page <ul style="list-style-type: none"> • RFP Attachment D 	
9	Proposal Checklist <ul style="list-style-type: none"> • RFP Attachment E 	
	One (1) Original, five (5) Copies	

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

RFP EXHIBIT AA

Map of Alamo Plaza



RFP EXHIBIT BB
Draft License Agreement

DRAFT
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 _____ (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." The premises available for use by the selected Respondent will be 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 AA.

1.2 (Insert details from selected Respondent's proposed plan regarding events/activities)

LICENSEE shall provide the CITY, in writing, a list of events for the upcoming calendar year no later than December 1. LICENSEE'S notification shall include a description of the event, proposed dates and hours, event location, and emergency contact person. CITY agrees to respond with confirmation of event dates and times within 15 calendar days of receipt thereof. It is further understood that CITY may require date changes if circumstances dictate such changes, in which event CITY shall notify LICENSEE of the required date changes and reasons necessitating same.

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 (Insert details from selected Respondent's proposed plan regarding surveys).

1.5 CITY reserves the superior right to conduct or to authorize the conduct of special events or activities on the Premises.

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 (Insert details from selected Respondent's proposed plan regarding frequency of activities and surveys)

6. REPORTS

6.1 (Insert details from selected Respondent's proposed plan regarding reports)

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. 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 Premises are not vacated 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 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 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.

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.

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 inappropriate, 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.

8.11 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.

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 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).

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) 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, its 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	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 policies;

- 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 Except as provided herein, 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.

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) 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) day period applies); or, if under the thirty (30) day default events, more than thirty (30) days shall be required because of the nature of the default, if LICENSEE shall fail within said thirty (30) day period to commence and thereafter diligently proceed to cure such default.

13.3 Further, the right is expressly reserved by CITY to terminate this License for the following, which are hereby agreed also deemed to be contingencies which are a condition of default:

13.3.1 In the event this License is deemed to be inconsistent with the best public use of the property, or;

In the event the use of the Premises shall have been deemed a nuisance by a court of competent jurisdiction.

13.4 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.

13.5 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.

13.6 CITY'S repossession of the Premises shall not be construed as an election to terminate this License, nor shall it cause a forfeiture of considerations or other charges remaining to be paid during the balance of the term hereof, unless a written notice of such intention is given to LICENSEE by CITY.

13.7 If CITY shall terminate this License or take possession of the Premises by reason of a condition of default, LICENSEE, and those holding under LICENSEE, shall forthwith remove their trade fixtures, signs and other personal property (hereafter collectively "goods and effects") from the Premises, If LICENSEE or any such claimant shall fail to effect such removal within ten (10) days after such termination, then LICENSEE agrees that any such property left shall automatically become the property of CITY, whereupon CITY may, without liability to LICENSEE or those claiming under LICENSEE, remove such goods and effects and store the same for the account of LICENSEE or of the owner hereof at any place selected by CITY, with all costs for said removal and storage to be borne by LICENSEE or, at CITY'S option, CITY may retain or dispose of LICENSEE'S goods and effects, without notice, at private or public sale and without liability to LICENSEE or those claiming under LICENSEE.

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.

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. WAGES

20.1 If applicable, LICENSEE shall pay wages that are not less than the minimum wages required by Federal and State statutes and City ordinances to persons employed in its operations hereunder.

21. NO SUBSTANTIAL INTEREST

21.1 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.

22. NOTICES

22.1 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.

(Insert selected respondent's name & address)

23. PARTIES BOUND

23.1 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.

24. 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.

25. RELATIONSHIP OF PARTIES

25.1 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.

26. TEXAS LAW TO APPLY

26.1 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

27. GENDER

27.1 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.

28. CAPTIONS

28.1 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.

29. AUTHORITY

29.1 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:

LICENSEE:

CITY OF SAN ANTONIO,
A Texas Municipal Corporation

By: _____
Sheryl L. Sculley, City Manager

By: _____
Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney