

CONCESSION AGREEMENT

This **CONCESSION AGREEMENT** (the “**Agreement**”) is made this ___ day of _____ 2008 (the “**Effective Date**”), is entered into between **THE CITY OF PHILADELPHIA**, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania (the “**City**”), acting through its **FAIRMOUNT PARK COMMISSION** (the “**Commission**”) and its **PROCUREMENT DEPARTMENT** (the “**Department**”), and **BILLY CASPER GOLF, LLC** a limited liability company, with its primary place of business at 8300 Boone Boulevard, Suite 350 Vienna, Virginia 22182 (“**Billy Casper Golf**”, “**BCG**”, or the “**Concessionaire**”).

BACKGROUND

A. The City is the owner of four 18-hole golf courses and one sports center, including Olde Course and Karakung Course located at Cobbs Creek Golf Club, Franklin D. Roosevelt Golf Club; John F. Byrne Golf Club; and City Line Sports Center, all of which are more particularly described in **Exhibit “A”** (Description of Facilities) (in this Agreement the golf courses and sports center are referred to either as a “**Golf Facility**” in the singular or the “**Golf Facilities**” in the plural). The Golf Facilities are under the jurisdiction of the Commission.

B. On August 28, 2007, the City, through the Commission and the Department issued a Request for Proposals requesting proposals to manage and operate the Golf Facilities under a concession arrangement. Three Amendments were issued to the Request for Proposals. A copy of the Request for Proposals and its Amendments are attached to this Agreement as **Exhibit “B”**, which is attached to and incorporated by reference into this Agreement. The Request for Proposal and its Amendments are collectively referred to in this Agreement as the “**RFP**”.

C. In response to the RFP, Billy Casper Golf submitted a proposal dated October 1, 2007 and at the request of the City, supplemented its proposal on November 5, 2007 (the proposal and supplement submitted by Billy Casper Golf Management are collectively referred herein as the “**Proposal**”). The Proposal is attached to this Agreement as **Exhibit “C”** and is incorporated by referenced into this Agreement.

D. On November 6, 2007, the RFP Concessionaire Selection Committee selected Billy Casper Golf to negotiate the Agreement.

E. On November 14, 2007, the Commission approved the recommendation of the RFP Concessionaire Selection Committee to enter into this Agreement with Billy Casper Golf.

F. Ordinance No. _____ was enacted on _____, 2008, authorizing the President of the Fairmount Park Commission, the Executive Director of Fairmount Park and the Procurement Commissioner to execute this Agreement.

G. Billy Casper Golf has extensive experience in operating, managing and maintaining public and private golf courses on a year-round basis and is uniquely qualified to operate the Facilities in accordance with the terms of this Agreement.

H. Billy Casper Golf shall form a wholly-owned, single-purpose subsidiary entity, Philadelphia Golf Management, LLC (“**PGM**”), whose majority and managing member shall be BCG, for the purpose of performing the services outlined herein.

I. Billy Casper Golf and the City desire that Concessionaire operate and manage the Golf Facilities in accordance with the RFP, Concessionaire’s proposal attached to this Agreement as **Exhibit “C”**, and the terms of the this Agreement.

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth, with the intention of being legally bound hereby, the parties hereto agree as follows:

ARTICLE 1
BACKGROUND; DEFINITIONS; EXHIBITS

1.01 The Background is incorporated by reference.

1.02 Definitions. Unless the context otherwise specifies or requires, the following terms shall have the meanings set forth below:

“**Agreement**” has the given it in the preamble paragraph above.

“**Annual Capital Improvements**” has the meaning give it in Section 4.03.

“**Applicable Laws**” has the meaning given it in the RFP.

“**Billy Casper Golf**” and “**BCG**” have the meaning given it in the preamble paragraph above.

“**Capital Escrow Account**” has the meaning given it in Section 4.03

“**Capital Improvement Plan**” has the meaning given to it in Section 6.03.

“**City**” means The City of Philadelphia, a corporation and body politic existing under the laws of the Commonwealth of Pennsylvania, including all its departments, boards, commissions, offices, bureaus, agencies, councils, officials, officers, employees, agents and representatives. Without limiting the immediately preceding sentence, and except where separate reference is made to the City and the Fairmount Park Commission, all references to the City shall include the Fairmount Park Commission.

“**Commission**” and “**Fairmount Park Commission**” means that commission created under the laws of the Commonwealth of Pennsylvania, 53 P.S. §

16471 et seq., as amended, and the Philadelphia Home Rule Charter of 1951, as amended, including any successor official, board or commission.

“**Commencement Date**” has the meaning given it in Section 3.01.

“**Concessionaire**” has the meaning given it in the preamble paragraph above.

“**Consumer Price Index**” or CPI means the Consumer Price Index for the Philadelphia Area published by the Bureau of Labor Statistics of the United States Department of Labor. In the event CPI is discontinued, comparable statistics on the purchasing power of the consumer dollar published by the Bureau of Labor Statistics of the United States Department of Labor shall be used for making the computation in Section 4.02.

“**Department**” has the meaning given it in the preamble paragraph above.

“**Designated Improvements**” has the meaning given it in 12.02.

“**Effective Date**” has the meaning given it in the preamble paragraph above.

“**Environmental Laws**” has the meaning given it in Section 16.04

“**Event of Default**” has the meaning given it in the RFP.

“**Executive Director**” has the meaning give it in Section 6.01.

“**Expiration Date**” has the meaning given it in Section 3.01.

“**Golf Facility**” and “**Golf Facilities**” have the meaning give them in Background Paragraph “A” above.

“**Golf Fees**” has the meaning give it in Section 6.01 and are set forth in Exhibit “D”.

“**Golf Revenue**” means revenue earned from golf operations including cart fees, green fees, annual pass or membership revenue, driving range fees, miniature golf and batting cage fees. Golf Revenue does not include revenue from food, beverage and merchandise sales.

“**Initial Capital Improvements**” has the meaning given it in Section 4.03.

“**License**” has the meaning given it in Section 2.01.

“**Minimum Annual Guarantee**” and “**MAG**” have the meaning given them in Section 4.01.

“**Non-Golf Revenue**” means revenue earned from food, beverage and merchandise sales. Non-Golf Revenue does not include revenue earned from Golf Revenue.

“**Revenue Share**” has the meaning given it in Section 4.02.

“**Revenue Threshold**” has the meaning given it in Section 4.02.

“**RFP**” has the meaning given it in Background Paragraph “B” and is set forth in Exhibit “B”.

“**Term**” has the meaning given it in Section 3.01.

1.03 Exhibits:

Exhibit “A”: Description of Facilities

Exhibit “B”: Request for Proposals (RFP)

Exhibit “C”: Concessionaire’s Proposal

Exhibit “D”: Golf Fees

Exhibit “E”: Certifications and Covenants of Recipient of Financial Assistance

Exhibit “F”: Equal Opportunity Plan

Exhibit “G”: Insurance

ARTICLE 2
LICENSE

LICENSE: TITLE AND CONDITION OF FACILITIES

2.01 Effective upon the Commencement Date, the City gives BCG, subject to Article 5, a non-assignable, revocable license to enter upon the Facilities for the purpose of operating, managing and maintaining the Facilities on a year-round basis as a concessionaire of the public golf facilities on a year-round basis, in accordance with terms of this Agreement (the “**License**”).

2.02 Commission will deliver possession of the Facilities to BCG on the Commencement Date subject to the following matters to the extent that they affect the Facilities or BCG’s use of the Facilities as permitted by this Agreement:

(a) At all times, the Facilities shall be and remain owned by and titled in the City. **No legal title or any other interest in real estate is created or vested in the BCG by anything contained in this Agreement.**

(b) BCG agrees that its exercise of the License given under this Agreement is subject to the “AS IS” condition of the Facilities, including all defects latent and patent, and, subject to Section 16.04 of this Agreement, the City makes no representation or warranty, express or implied, in fact or in law, as to any restrictions, conditions which may affect the Facilities, (i) the nature, condition or usability of the Facilities, (ii) all surface and subsurface conditions, and all things in, on, about and under the Facilities, (iii) all defects in the Facilities, latent and patent, and (iv) compliance of the Facilities with Applicable Law (defined below). BCG is relying on its independent investigation of condition of the Facilities in accepting and exercising the License given under this Agreement. **The City disclaims any and all warranties of fitness, merchantability, suitability for intended purpose and habitability.** Notwithstanding the foregoing, the parties understand and agree that the current condition of the Facilities are adequate to carry out the uses contemplated in this Agreement. The Commission has no actual knowledge of any non-apparent problems.

2.03 Notwithstanding any other provision of this Agreement, this Agreement does not obligate the City to appropriate or spend money for any reason whatsoever.

ARTICLE 3 TERM

3.01 Term. The term of this Agreement shall commence on _____ 1, 2008 (the “**Commencement Date**”) and shall terminate _____ 3, 2018 (the “**Expiration Date**”) unless terminated earlier in accordance with the terms of this Agreement (the “**Term**”).

ARTICLE 4 MINIMUM ANNUAL GUARANTEE; REVENUE SHARE; CAPITAL INVESTMENT

In consideration of the License granted to Concessionaire, Concessionaire shall make following payments to the City:

4.01 Minimum Annual Guarantee. Concessionaire shall make one yearly payment to the City of TWELVE THOUSAND DOLLARS AND ZERO CENTS (\$12,000.00) (the “**MAG**”). The MAG shall be paid to the City on or before June 30 of each contract year during the Term.

4.02 Capital Improvements.

(a) Initial Capital Improvements: In the first year of the Term, Concessionaire shall make “**Initial Capital Improvements**” to the Golf Facilities and equipment used at the Golf Facilities of THREE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$350,000.00) in accordance with the Capital Improvement Plan (defined below).

(b) Annual Capital Improvements: In years two (2) through ten (10) of the Agreement, Concessionaire shall contribute a guaranteed amount of THIRTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$35,000.00) plus TWO PERCENT (2%) of all Non-Golf Revenue into a “**Capital Escrow Account**” in the name of the Commission to pay for “**Annual Capital Improvements**” such as repairs, replacements, and improvements to the Golf Facilities in accordance with the Capital Improvement Plan (defined below).

(c) Revenue Share for Capital Improvements: Concessionaire shall additionally contribute the following revenue share into the Capital Escrow Account:

<u>Revenue Percentage:</u>	<u>Revenue Threshold*:</u>
10% of Golf Revenue between	\$3 million - 3.25 million
20% of Golf Revenue between	\$3.25 million - \$3.5 million
30% of Golf Revenue between	\$3.5 million - \$3.75 million
40% of Golf Revenue between	\$3.75 million - \$4 million
50% of Golf Revenue after	\$4 million

* Adjusted 3% annually after the City begins reaching the Revenue Threshold.

ARTICLE 5

ASSIGNMENT TO SUBSIDIARY

5.01 Notwithstanding Section 4.02 of the RFP, BCG may assign or transfer this Agreement and/or may delegate its duties and obligations under this Agreement to BCG’s Subsidiary, PGM, provided that: (i) PGM is an Pennsylvania limited liability company, or a limited liability company domiciled in another state but registered and authorized to do business in Pennsylvania; (ii) written notice thereof is given to Commission at least twenty (20) days prior to the effective date of such assignment or delegation, together with evidence reasonably satisfactory to Commission that the assignment or delegation complies with the terms of this Agreement and; (iii) copies of the final executed assignment or delegation documents are given to Commission within ten (10) days thereof. BCG acknowledges and agrees that the formation and services of PGM shall not relieve BCG from any of its duties, obligations, and responsibilities set forth herein.

ARTICLE 6

SPECIAL PROVISIONS: OPERATION OF THE FACILITIES; ACKNOWLEDGEMENT OF THE RFP; ORDER OF PRECEDENCE

6.01 Operation of Golf Facilities.

(a) The Concessionaire, at its sole cost and expense, shall provide all personnel, equipment, materials and services required to operate, manage and maintain

the Golf Facilities on a year-round basis in accordance with the Proposal and the requirements of the RFP.

(b) Golf Rates and Fees: The Concessionaire shall maintain the greens, cart and permit rates and fees, set forth in **Exhibit “D”** (the “**Golf Fees**”) attached to this Agreement unless they are changed with the written approval of the Executive Director of Fairmount Park or the Executive Director’s designee (the “**Executive Director**”) in accordance with the RFP.

6.02 Acknowledgement of the RFP; Order of Precedence.

(a) Concessionaire specifically acknowledges that it has read, understands, and agrees to the terms and conditions contained in the RFP, including but not limited to the requirements, terms and conditions set forth in Section 3 (Concession Requirements), Section 4 (General Contract Provisions), Appendix 3 (Participation of Minority, Women, and Disabled-Owned Business Enterprises), and Appendix 4 (Indemnification and Insurance) of the RFP.

(b) In the event of a conflict or inconsistency between the terms of this Agreement, the RFP and/or the Proposal, the order of precedence shall be as set forth below:

1. This Agreement
2. The RFP as amended
3. The Proposal as amended.

ARTICLE 7
REVIEW BY CITY OR COMMISSION

7.01 Review, approval and/or inspection by the City or Commission of any plans, designs, specifications, work or other materials submitted or performed by Concessionaire in connection with this Agreement, shall not constitute any representation, warranty or guaranty by the City or Commission as to the substance or quality of the matter reviewed or approved or the work. No person or party shall rely in any way on such review or approval, and at all times Concessionaire shall use its own independent judgment as to the accuracy and quality of all such matters. The City's and Commission's review or approval of any work performed under this Agreement shall not constitute or be construed to constitute approval otherwise required under Applicable Laws by any and all City departments, boards and commissions in connection with any and all aspects of this Agreement.

ARTICLE 8
EQUAL OPPORTUNITY PLAN

8.02 Equal Opportunity Plan. BCG must comply with the Economic Opportunity Plan (the “**EOP**”) set forth in **Exhibit “F”**.

ARTICLE 9
RELEASE AND WAIVER OF LIENS

9.01 Waivers of Mechanics' Liens. Concessionaire waives its right to have filed against the Golf Facilities any mechanics' or materialman's lien. In addition, where the estimated cost of any maintenance or repair related to this Agreement is Fifteen Thousand Dollars (\$15,000.00) or more, each contract entered into by Concessionaire for such maintenance or repair must obligate the contractor to submit to the City a waiver of mechanics' lien before the date that the contractor begins work under the contract. Each waiver of mechanics' lien required by the City must be in a form acceptable to the City.

9.02 No Consent by City or Commission to Mechanics' or Materialman's Lien. Nothing contained in this Agreement may be construed in any way as constituting the consent or request of the City or Commission, express or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific Alteration, Maintenance, Repair or other work to the Golf Facilities or any part of the Golf Facilities. Nothing contained in this Agreement may be construed in any way as giving Concessionaire any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the interest of City in the Premises or any part of the Premises. Concessionaire and all of its contractors are notified by this Section 9.02 that the City and Commission expressly do not consent to the filing of any lien against the interest of the City in the Golf Facilities or any part of the Golf Facilities.

ARTICLE 10
CONDEMNATION

10.01 Condemnation. If a portion of the Golf Facilities are taken under condemnation proceedings or by eminent domain, then the City may, at City's sole discretion, terminate this Agreement as of the date when the taking becomes final and unappealable or continue this Agreement as to the remaining portion of the Golf Facilities. If all the Golf Facilities are taken under condemnation proceedings or by eminent domain, then this Agreement shall terminate as of the date the taking becomes final and unappealable.

10.02 Compensation. Concessionaire agrees that the compensation awarded in or by reason of the condemnation of some or all the Golf Facilities are the property of the City and shall be paid first to the City as full compensation for the City's interests taken by the condemnation. Any remaining award shall be paid secondarily to Concessionaire as compensation for Concessionaire's interest taken by the condemnation.

10.03 Concessionaire's Moving Expenses. Notwithstanding the provisions of Section 10.02 above, Concessionaire may make a claim against the condemnor for moving and related expenses (if applicable) that are payable to tenants under Applicable Laws.

ARTICLE 11
INSPECTION

11.01 At all times, the City and/or Commission reserve the right to enter the Golf Facilities by an authorized officer, employee, or agent of the City and/or Commission for the purpose of inspecting the Golf Facilities.

11.05 City Does Not Waive Concessionaire's Strict Compliance; No Waiver Except by Writing.

(a) The City or Commission will not be deemed to have waived Concessionaire's compliance with any provision of this Agreement or any breach of this Agreement by Concessionaire or any Event of Default regardless of whether the City or Commission (1) fails to insist upon Concessionaire's strict performance of any provision of this Agreement, (2) fails to exercise any right or remedy following an Event of Default, (3) accepts full or partial MAG or Revenue Share during the continuance of any breach of this Agreement by Concessionaire or during the continuance of any Event of Default.

(b) The City will not waive, alter, or modify any provision of this Agreement applicable to Concessionaire or waive any breach of this Agreement by Concessionaire or Event of Default except by a written agreement executed by the City. No waiver by the City of any breach of this Agreement by Concessionaire or of any Event of Default will affect or alter this Agreement, but each and every provision of this Agreement will continue in full force and effect with respect to any other then-existing or subsequent breach of this Agreement by Concessionaire or Event of Default.

11.06 Concessionaire Liable for City's Costs. Concessionaire is liable for and must promptly pay upon demand all of the City's costs, charges and expenses, including the fees of counsel, agents and others retained by City (or, if City uses its own employees for such services, the amount that City would have paid had it engaged the services of outside counsel or others) incurred by City in connection with any action brought by City to enforce any right or remedy against Concessionaire following an Event of Default.

ARTICLE 12
PROHIBITION ON WASTE AND DAMAGE
SURRENDER OF GOLF FACILITIES

12.01 Prohibition on Waste and Damage. Concessionaire shall not cause any waste, damage or injury to the Golf Facilities, and shall immediately repair, at its sole cost and expense, any injury or damage to the Golf Facilities arising from Concessionaire's use thereof or caused by or under Concessionaire, its agents, employees, contractors, subcontractors, officers, invitees and permitted successors and assigns.

12.02 Concessionaire Must Surrender Golf Facilities. On the last date of the Term, or upon the earlier termination of this Agreement, Concessionaire must promptly remove its personal property and surrender and deliver up the Golf Facilities to the

possession and use of City without objection or delay, in good order, condition and repair, free and clear of all lettings and occupancies, and free and clear of all liens and encumbrances and broom clean.

12.03 Concessionaire Must Remove Improvements.

(a) Sixty days (60) prior to expiration of this Agreement, or upon the notice of termination of this Agreement, City may designate in writing to Concessionaire those improvements installed or constructed by Concessionaire that Concessionaire must remove from a Golf Facility or the Golf Facilities ("**Designated Improvements**"), and Concessionaire must then promptly remove those Designated Improvements unless such improvements were previously approved to remain.

(b) Concessionaire may not make any claim against the City for Concessionaire's costs or expenses relating to removal of any Designated Improvements, and Concessionaire must promptly repair all damage to a Golf Facility caused by Concessionaire's removal of the Designated Improvements.

(c) If Concessionaire fails to remove any of its personal property or any of the Designated Improvements on or before ninety (90) days from the later of (1) the expiration or termination of this Agreement, or (2) ninety (90) days from the date the City designates the Designated Improvements, whichever is later, then the City may do any or all of the following:

1. deem the personal property and the Designated Improvements to have been abandoned by Concessionaire;
2. retain the personal property and Designated Improvements as the City's own property;
3. dispose of some or all of Concessionaire's personal property and Designated Improvements without accountability to Concessionaire, in such manner as City may see fit, including but not limited to selling such property and Designated Improvements and retaining the proceeds or demolishing and removing such property and Designated Improvements.

(d) If under Section 12.02(c) above the City elects to remove the Concessionaire's personal property or the Designated Improvements from any Golf Facility, Concessionaire must promptly reimburse the City for all costs of removal and restoration of the Golf Facility upon demand from City.

12.04 City Not Responsible for Loss or Damage to Property. City will not be responsible for any loss or damage occurring to any property owned by Concessionaire or any Concessionaire.

12.05 Survival of Article 12 Provisions. Without limiting the generality of Section 16.02 below, the provisions of this Article 12 shall survive the expiration or termination of this Agreement.

ARTICLE 13
NOTICE

13.01 Any notice, demand, request, consent or waiver to be given in accordance with this Agreement shall be in writing and shall be sent by United States certified mail, postage prepaid, return receipt requested, hand delivery by courier service with receipt obtained or overnight mail through a nationally recognized courier providing receipted proof of delivery, addressed to the following parties:

If to the City:	Executive Director Fairmount Park Commission One Parkway - 10th Floor 515 Arch Street Philadelphia, PA 19102
with a copy to:	Divisional Deputy City Solicitor, Real Estate and Economic Development City of Philadelphia Law Department One Parkway, 17 th Floor 1515 Arch Street Philadelphia, PA 19102-1595
If to Concessionaire:	Billy Casper Golf, LLC Chief Executive Officer 8300 Boone Boulevard, Suite 350 Vienna, VA 22182
with a copy to:	Jim Garrity, Esquire Wisler, Pearlstine, Talone, Craig, Garrity & Potash Office Court at Walton Point 4848 Norristown Road, Suite 100 Blue Bell, PA 19422

or to such other address as the party to receive the notice, demand, request, consent or waiver may hereafter designate by written notice to the other party.

ARTICLE 14
[Intentionally deleted.]

ARTICLE 15
INSURANCE

15.01 BCG shall procure and maintain, the types and minimum limits of coverage specified below throughout the term of this Agreement. All insurance shall be procured from reputable insurers who are acceptable to the City and authorized to do

business in the Commonwealth of Pennsylvania. All insurance herein, except the Professional Liability insurance, shall be written on an “occurrence” basis and not a “claims-made” basis. Insurance Coverage provided by BCG is attached in **Exhibit “G”**.

- A. Workers' Compensation and Employers' Liability
 - 1. Workers Compensation – Statutory Limits;
 - 2. Employers Liability:
 - \$500,000 Each Accident - Bodily Injury by Accident;
 - \$500,000 Each Employee - Bodily Injury by Disease;
 - \$500,000 Policy limit - Bodily Injury by Disease;
 - 3. Other states endorsement including Pennsylvania.

- B. General Liability Insurance
 - 1. Limits of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; and \$1,000,000 products and completed operations.
 - 2. Coverage: Facilities operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors; employees and volunteers as additional insureds; cross liability and broad form property damage (including completed operations).

- C. Automobile Liability
 - 1. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage.
 - 2. Coverage: owned, non-owned and hired vehicles.

- D. Liquor Liability (If Applicable.)

Limit of Liability: \$1,000,000 per occurrence combined single limit for liability arising out of the manufacture, distribution, sale or service of alcoholic beverages, if applicable.

- E. Umbrella Liability

Limits totaling \$5,000,000 per occurrence when combined with insurance required under the Employer’s Liability, General Liability and Automobile Liability coverage noted in A. through D. above.

- F. Property Insurance

Covering all improvements, betterments, equipment, trade fixtures, merchandise, business personal property and any other property in BCG’s care, custody and control in an amount equal to the full replacement cost with no penalty for coinsurance, and with an endorsement naming the City as “loss payee.”

- G. Boiler and Machinery Insurance (If Applicable)
Against loss or damage from explosion, erupting, collapsing, exploding or mechanical breakdown of boilers or pressure vessels and all equipment parts thereof and appurtenances attached hereto the extent applicable to the Facilities.
- H. BCG shall cause the City, its officials, officers, employees and agents, to be named additional insureds on all policies required under this Agreement except the Workers Compensation and Employers' Liability and Professional Liability insurance. BCG shall cause such policies to include an endorsement stating that the coverage afforded the additional insureds is primary to any other coverage available to them.
- J. BCG shall cause original certificates of insurance to be delivered to the City's Risk Manager at: City of Philadelphia, Division of Risk Management, One Benjamin Franklin Parkway – 14th Floor, 1515 Arch Street, Philadelphia, PA 19102, within ten (10) days after the execution date of the Agreement and at least ten (10) days before each renewal term. BCG shall cause the actual endorsement adding the City as an additional insured to be also submitted to the City's Risk Manager at the above address.
- K. The insurance requirements set forth are not intended to modify, limit or reduce BCG's indemnifications of the City under this Agreement.

ARTICLE 16
MISCELLANEOUS

16.01 Business Corporate and Slavery Era Insurance Disclosure

In accordance with Section 17-104 of The Philadelphia Code, Concessionaire, after execution of this Agreement, shall complete an affidavit certifying and representing that it (including any parent company, subsidiary, exclusive distributor or company affiliated with subcontractor) has searched any and all records or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

The Concessionaire agrees that any false certification or representation in connection with this Section and/or any failure to comply with the provisions of this Section shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity and the Agreement will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa. C.S. Section 4904.

16.02 Survival. Any and all provisions set forth in this Agreement which, by its nature or their nature, would reasonably be expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, which shall have arisen in connection with this Agreement, shall survive any expiration or earlier termination of this Agreement.

16.03 No Prohibited Gifts to City Officials; Financial Assistance.

(a) **Prohibited Gifts.** Pursuant to Executive Order 002-04, no official or employee in the Executive and Administrative Branch of the City shall solicit or accept, directly or indirectly, anything of value, including any gift, gratuity, favor, entertainment or loan from any of the following sources:

1. A person seeking to obtain business from, or who has financial relations with, the City;
2. A person whose operations or activities are regulated or inspected by any City agency;
3. A person engaged, either as principal or attorney, in proceedings before any City agency or in court proceedings in which the City is an adverse party;
4. A person seeking legislative or administrative action by the City; or
5. A person whose interests may be substantially affected by the performance or nonperformance of the official's or employee's official duties.

Concessionaire understands and agrees offering anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order shall be a default of this Agreement.

(b) **Financial Assistance.** In accordance with Chapter 17-1400 of the Philadelphia Code, Concessionaire represents that no contribution(s) have been made by Concessionaire or by any party whose contribution is attributed to the Concessionaire, that would render the Concessionaire ineligible to apply for or receive Financial Assistance under the provisions of Philadelphia Code Sections 17-1404(1) and 17-1405; and Concessionaire agrees to complete the Certifications and Covenants of Recipient Of Financial Assistance attached to this Agreement as **Exhibit "E"**.

16.04 Environmental Laws

(a) Commission has no actual knowledge that any hazardous materials have been released into the environment, or have been deposited, spilled, discharged,

placed or disposed of at or within the Facilities in violation of any Environmental Law (as defined below), nor except as expressly disclosed and described by Commission to BCG has the Facilities been used at any time by any person as a landfill or a disposal site for hazardous materials or for garbage, waste or refuse of any kind. Commission also no actual knowledge that there are no underground storage tanks of any nature on the Facilities (fuel, propane, gas etc.). Commission does not have any knowledge of asbestos-containing products within the Facilities.

(b) For the purposes of this Agreement, “**Environmental Law**” shall mean: All applicable Federal, State, county or local (or other political subdivision thereof) laws, statutes, codes, acts, ordinances, orders, rules, regulations, directives, judgments, decrees, injunctions, directions, permits, licenses, authorizations, decisions and determinations issued, adopted or enacted by any judicial, legislative, regulatory, administrative or executive body of any governmental or quasi-governmental authority, department, branch, division, agency or entity exercising functions of or pertaining to any government having jurisdiction affecting the Facilities, or any licenses and permits of any governmental authorities, from time to time applicable to the Facilities.

16.05 Headings; Section Numbers. The headings and section references in this Agreement are for convenience only and are not a part of this Agreement. The headings and section references do not in any way define, limit, describe or amplify the provisions of this Agreement or the scope or intent thereof.

16.06 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

16.07 Amendments to Exhibit “B”.

(a) Section 3.7 of Exhibit “B” is hereby amended to include the following:

“Billy Casper Golf shall submit to Fairmount Park and Philadelphia City Council by June 1, 2008 a plan of outreach and engagement to local schools surrounding the four courses to be implemented at the beginning of the 2008/09 school year for the duration of the Concession Agreement. Such plan shall include, but not be limited to, outreach to promote school golf programs, youth golf programs and seasonal employment.”

(b) Section 4.9 of Exhibit “B” is hereby amended to include the following:

“4.9.2 Billy Casper Golf shall provide to Fairmount Park and Philadelphia City Council a "State of the Courses" report every two years on the anniversary date of the Concession Agreement. This document will report on course conditions, financial performance, special activities, compliance with the Employment Opportunity Plan and

provisions of the concession agreement, outreach and engagement with schools, among other items.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first above written.

**THE CITY OF PHILADELPHIA through
its FAIRMOUNT PARK COMMISSION
and the PROCUREMENT
DEPARTMENT**

APPROVED AS TO FORM:
Shelly R. Smith, City Solicitor

Per: _____
Senior Attorney

By: _____
Robert N.C. Nix, III
President
Fairmount Park Commission

By: _____
Mark A. Focht, ASLA
Executive Director
Fairmount Park Commission

By: _____
Hugh Ortman
Procurement Commissioner

BILLY CASPER GOLF, LLC

By: _____
Chief Executive Officer

By: _____
Attest

EXHIBIT "A"

Description of Golf Facilities

Description of Facilities: The descriptions set forth below are intended to serve as general descriptions of the Facilities, the appurtenances thereto and the improvements located thereon, and are not intended as exact detailed descriptions of the Facilities, their boundaries, appurtenances or improvements.

The Facilities shall consist of the following:

John F. Byrne Golf Course. That certain golf course commonly known as the "John F. Byrne Golf Course", located in the Torresdale section of the City of Philadelphia and bounded on the northeast by Grant Avenue, on the southeast by Leon Street, on the northwest by a fence at the property line of certain private residences on Outlook Avenue, and on the southwest by a fence at the property line of certain private residences on Crispin Street, and all appurtenances thereto and improvements now or hereafter located thereon, including, without limitation, (a) a certain three (3) level masonry building located at the first (1st) tee, consisting of a combination maintenance level, concession and restroom level, and residential apartment level, and (b) a certain parking area, consisting of approximately fifty (50) spaces and shared with a certain recreation center located on Leon Street.

Cobbs Creek Golf Course. That certain golf course commonly known as the "Cobbs Creek Golf Course", located in the Overbrook section of the City of Philadelphia and bounded on the north by City Line Avenue, on the west and south by Cobbs Creek, and on the east by Lansdowne Avenue, except that the first (1st) tee and second (2nd) tee are located east of Lansdowne Avenue on Karakung Golf Course, described hereafter, and all appurtenances thereto and improvements now or hereafter located thereon, including, without limitation, (a) a certain three (3) story stucco-over-fieldstone clubhouse (common to both Cobbs Creek and Karakung Golf Facilities), consisting of a combination of concessions, locker rooms and restrooms, all located at the second (2) green, (b) a certain stucco-over-fieldstone maintenance building (common to both Cobbs Creek and Karakung Golf Facilities), located at the second (2nd) green, (c) a certain stone shelter, located at the fourteenth (14th) green, (d) a certain cinder and concrete shed, located on the seventh (7th) fairway, and (e) approximately one hundred twenty five (125) parking spaces shared with Karakung Golf Course, located in two (2) parking lots across the street from each other on Lansdowne Avenue.

Karakung Golf Course. That certain golf course commonly known as "Karakung Golf Course", located adjacent to Cobbs Creek Golf Course, described above, and bounded on the north by Haverford Avenue, on the south by a certain Cobbs Creek Park treeline located in Fairmount Park, on the east by the property line of certain private residences, and on the west by Lansdowne Avenue and Cobbs Creek, except that the fourteenth (14th) through and including the eighteenth (18th) tees are located west of Lansdowne

Avenue on Cobbs Creek Golf Course, and all appurtenances thereto and improvements now or hereafter located thereon, including, without limitation those certain improvements described in (a)-(c) in the Cobbs Creek Course description above and shared in common with Cobbs Creek Golf Course.

Franklin D. Roosevelt Golf Course. That certain golf course commonly known as "Franklin D. Roosevelt Golf Course" and also commonly known as "League Island", located in the South Philadelphia section of the City of Philadelphia across Broad Street from the Wachovia Spectrum and Wachovia Center, and bounded on the north by Pattison Avenue, on the west by Sheaff Lane and certain railroad tracks, on the south by Interstate 95 and certain railroad tracks, and on the east by the fenceline of FDR Park, located in Fairmount Park, and all appurtenances thereto and improvements now or hereafter located thereon, including, without limitation, (a) a certain masonry clubhouse (combination concession, locker room and restroom), located at the first (1st) tee, (b) a certain below-ground concrete pumphouse for lowering creek, located west of the tenth (10th) green, (c) a certain out-of-ground sluice gates pumphouse, located south of second (2nd) tee, (d) a certain in-ground concrete pumphouse, located behind the eleventh (11th) green, (e) a certain wooden shed located at the tenth (10th) tee, (f) a certain foundation/ruin, located at sixth (6th) tee, and (g) approximately fifty (50) parking spaces, shared with FDR Park, located northeast of the aforesaid clubhouse off Pattison Avenue.

The Sports Center. Those certain facilities commonly known as the "Sports Center", located on a portion of Cobbs Creek Park with an address at 7900 City Line Avenue in the City of Philadelphia consisting of (a) a golf driving range, (b) a golf pro shop, (c) a miniature golf course, (d) baseball batting cages, (e) a refreshment stand, and (f) all appurtenances related to any and all of the foregoing, and improvements now or hereafter located thereon.

EXHIBIT "B"

**Request for Proposals: Concession for Management and Operation of Golf Courses
and Sports Center in Fairmount Park**

RFP C-103-08

City of Philadelphia – Fairmount Park Commission



REQUEST FOR PROPOSAL
RFP C-103-08

For

**Concession for Management and Operation of Golf Courses and Sports
Center in Fairmount Park**

**MARK A. FOCHT, EXECUTIVE DIRECTOR
FAIRMOUNT PARK COMMISSION**

**JANET HAGAN, ACTING PROCUREMENT COMMISSIONER
PROCUREMENT DEPARTMENT**

RFP Release Date:

RFP Release Date: **August 28, 2007**

Pre-Proposal Meeting:

September 11 2007, 10 a.m.

Fairmount Park Commission Executive Director's Office
One Parkway Building, 1515 Arch Street, 10th Floor
Philadelphia, PA 19102

Deadline for Submitting Proposals:

**PROPOSALS WILL BE RECEIVED UNTIL SEPTEMBER 25, 2007 AT
10:30AM PREVAILING LOCAL TIME ("DEADLINE FOR
SUBMITTING PROPOSALS") IN ROOM 170-A, MUNICIPAL
SERVICES BLDG, 1401 J.F.K. BOULEVARD, PHILADELPHIA, 19102
AND WILL BE OPENED IMMEDIATELY THEREAFTER.**

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SECTION 1 – GENERAL INFORMATION

1.1 Purpose of this Request for Proposals

This Request for Proposals (“**RFP**”) is being issued by the City of Philadelphia (“**City**”) Procurement Department (“**Procurement**”) for the Fairmount Park Commission (“**Commission**”). The Commission is requesting proposals from all persons and firms that would like to manage and operate three golf clubs (which include a total of four 18-hole golf courses) and one sports center that includes a driving range, miniature golf course and baseball batting cages (collectively the “**Facilities**”). The Facilities are more described in more detail in Section 2.1. The Commission is seeking respondents to this RFP who can demonstrate substantial experience in the operation and maintenance of municipal golf courses and sufficient financial capability to operate, maintain, and improve the Facilities at the highest level.

1.2 Respondents to this RFP; the Concession Agreement and Concessionaire

Each firm and individual that submits a proposal in response to this RFP (“**Proposal**”) will be considered a “**Respondent**”. The Commission intends to enter into negotiations for a “**Concession Agreement**” with the Respondent whose Proposal the Commission determines best serves the objectives and meets the criteria set forth in this RFP. Upon execution of the Concession Agreement, that Respondent will become the “**Concessionaire**” under the Concession Agreement. The Concession Agreement will give the Concessionaire a license (“**License**” or “**Concession**”) to operate and manage the Facilities and to exercise the rights and perform the duties described in this RFP and the Concession Agreement.

1.3 Proposed Concession

The Commission wants a Concessionaire to assume full operation, maintenance, and management responsibility for the Facilities. Included in this responsibility is the care of all interior and exterior spaces, buildings and grounds, and all business related opportunities such as golf shop merchandise and services, food and beverage services, and golf instruction and programs. In exchange for the License, the Concessionaire will be required to pay a Concession Fee to the City and make certain capital improvements to the Facilities as explained more fully in this RFP.

1.4 Pre-Proposal Meeting

1.4.1 A “**Pre-Proposal Meeting**” will be held for all interested persons on the date and time stated on the cover page of this RFP. The purpose of the Pre-Proposal Meeting will be to review the requirements contained in this RFP. **All potential Respondents are required to RSVP to the Project**

Manager (defined in Section 1.5.1 below) regarding their anticipated attendance at the Pre-Proposal Meeting.

1.5 Project Manager; Questions about this RFP

1.5.1 The “**Project Manager**” for the RFP and the Concession is Barry Bessler, Chief of Staff, Fairmount Park. All questions concerning this RFP should be submitted in writing to the Project Manager by any of the following means:

Email: barry.bessler@phila.gov
Fax: 215.683.0205
Mail: One Parkway, 1515 Arch Street, 10th Floor,
Philadelphia, PA 19102

1.5.2 Individuals and firms that are considering submitting a Proposal in response to this RFP may ask questions about the proposal process, this RFP, and the Concession Agreement at the Pre-Proposal Meeting. Otherwise, questions must be submitted to the Project Manager in writing, by e-mail, facsimile, or letter, no later than **September 14, 2007 5:00 p.m. prevailing local time, (“Deadline for Questions”)**. The City is not obligated to answer or respond to any questions received after the Deadline for Questions. The City will issue written responses by an addendum to the RFP prior to the Deadline for Submitting Proposals, to any questions, that, in the City’s sole discretion, are material to the RFP.

1.5.3 Please clearly state the number of this RFP on all cover letters and facsimile cover sheets. The RFP number is listed on the cover page of this RFP.

1.5.4 All questions at the Pre-Proposal Meeting, and all other questions submitted in writing, which concern a material element of the proposal process, the RFP, or the Concession Agreement, will be answered by the City in writing. The City will not be bound by any verbal response by any City employee to any such questions.

1.6 Review Entire RFP Carefully; RFP Will Be Part of Concession Agreement

All potential Respondents are encouraged to carefully read this entire RFP before the Pre-Proposal Meeting and before submitting a Proposal. This RFP will become part of the Concession Agreement. Therefore, potential Respondents are strongly encouraged to pay careful attention to the provisions in this RFP that will become obligations of the Concessionaire under the Concession Agreement.

1.7 No Obligation on City to Execute a Concession Agreement

This RFP does not commit the City to award a Concession Agreement. This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. No other party, including any Respondent, is granted any rights by this RFP or by responding to this RFP. Any Proposal by a Respondent to this RFP, including written documents and verbal communication, may be subject to public disclosure by the City or its authorized agents, except as provided in this RFP.

1.8 Modifications; Late Proposals

Until the Deadline for Submitting Proposals, a Respondent may submit a modified Proposal to Procurement to replace all or any portion of a Proposal previously submitted by that Respondent. Procurement will only consider the latest version of a Respondent's Proposal. Procurement will not consider or evaluate late Proposals or late modifications. A Respondent may withdraw its Proposal from consideration at any time before the Deadline for Submitting Proposals. To withdraw a Proposal, the Respondent must provide Procurement with written notification.

SECTION 2 - DESCRIPTION OF FACILITIES

2.1 Facilities

The Facilities include:

2.1.1 Cobbs Creek Golf Club in West Philadelphia, which includes two 18-hole courses:

- a. Olde Course, and
- b. Karakung Course;

2.1.2 FDR Golf Club in FDR Park in South Philadelphia;

2.1.3 John F. Byrne Golf Club in Northeast Philadelphia; and

2.1.4 City Line Sports Center in West Philadelphia.

The Facilities have sidewalks, parking lots, and various appurtenances. Each of the Facilities has unique features and amenities, and the courses are varied in length and terrain. A more comprehensive description of each facility is available at www.golfphilly.com.

2.2 Facility Data.

Data on the number of rounds played and the reported gross receipts for the Philadelphia municipal courses for the 2006 season are set forth in **Appendix 1**.

SECTION 3 - CONCESSION REQUIREMENTS

3.1 Term of the Concession Agreement

The “**Term**” of the Concession Agreement will commence on January 1, 2008, or the date the City executes the Concession Agreement and all the conditions set forth in Section 7.3 have been completely satisfied (in either event, the “**Commencement Date**”). The Term will expire on the 5th anniversary of the Commencement Date. The Commission at its sole option may renew the Concession Agreement for up to one five-year period, or on a year-to-year basis for up to five years (the five-year period or each year, a “**Renewal Term**”). For purposes of the Concession Agreement, the date the Concession Agreement expires or is terminated is called the “**Concession Agreement Ending Date.**”

3.2 Operating Schedule

The Concessionaire shall manage and operate the Facilities year-round, weather permitting. The exact hours of operation are subject to prior approval by the Executive Director of Fairmount Park or the Executive Director’s designee (the “**Executive Director**”).

3.3 Greens Fees

- 3.3.1 Rates at Fairmount Park golf courses currently range from \$15 to \$46 based on the course, time of day, day of week, and other factors.
- 3.3.2 The Concessionaire may change the daily fees and membership rates annually, subject to the prior review and written approval of the Executive Director. The Concessionaire must present proposed rate changes to the Executive Director at least 45 days before the Concessionaire desires to implement the rate change. The Concessionaire shall not change daily fees and membership rates unless the Executive Director approves the proposed change in writing.

3.4 Other Rates & Fees

Fairmount Park *does not* own the carts currently in service at the courses. The Concessionaire shall be required to provide golf cart service to patrons of the golf course Facilities. The current golf cart contract will terminate upon

commencement of the Concession Agreement resulting from this RFP. Therefore, the Concessionaire shall arrange to provide all necessary golf carts at the Facilities beginning upon the Commencement Date of the Concession Agreement.

3.5 Food and Beverage Service

There are existing snack bar and food and beverage service facilities at each golf course. The Concessionaire shall provide snack bar and food and beverage service at each of the golf courses. Concessionaire shall have the option to obtain a liquor license and shall be solely responsible for obtaining the license.

3.6 Golf & Merchandise Services

3.6.1 a. The Concessionaire shall offer for sale golf merchandise, supplies, and equipment at each of the golf courses. The Concessionaire may arrange for qualified personnel to provide golf instruction and programming.

b. The Commission will work to have the current operator of the Facilities provide the Concessionaire with a complete inventory of merchandise at the Facilities as of December 31, 2007. The merchandise included in such inventory will pass on to the Concessionaire.

3.6.2 The City may require the Concessionaire to include the Fairmount Park logo prominently on certain merchandise where commercially reasonable, such as, for example, articles of clothing and hats. Use of the Fairmount Park logo on merchandise shall be subject to approval of the Executive Director.

3.7 Community Programming

Concessionaire shall continue the program commitments to youth and junior programs listed in **Appendix 2**. Respondents must describe how they would expand and enhance those programs, including examples of previous successful similar programs and ideas for recruitment of new players.

3.8 Tournaments, Outings and League Play

There are no current requirements related to tournaments, outings and league play. The Concessionaire may arrange for tournaments, outings, and league play at some or all of the Facilities.

3.9 Reservations

The Concessionaire shall operate an advance reservation system.

3.10 Community Relations

3.10.1 Respondents must demonstrate awareness of the role of the Facilities as integral parts of the surrounding community. Respondents must set forth in their proposals a plan to cooperate with Facility users and the surrounding community. For example, the Concessionaire might actively seek community input on proposed capital improvements or use of the Facilities for off-season recreational opportunities.

3.10.2 The Concessionaire shall work diligently and in good faith to establish and maintain a good relationship with the residents surrounding the Facilities and to ensure consideration of their concerns about golf course operation and maintenance. As an integral part of the Concessionaire relationship with the neighboring community, the Concessionaire shall thoroughly maintain the perimeter of Facility, including the prompt removal of all litter and debris, tree pruning, snow and ice removal, and sidewalk and fence maintenance and repair.

3.10.3 The Concessionaire shall, diligently and in good faith, work with Commission staff to address maintenance issues and work with area residents to address residents' concerns, including errant golf balls. The Concessionaire shall employ preventative maintenance techniques to prevent golfed balls from traveling outside of the Facilities, such as, without limitation, redirecting tees as needed, providing additional plantings, and installing protective netting.

3.10.4 Concessionaire shall in good faith reach out to the communities surrounding the Facilities regarding employment opportunities.

3.11 Equipment

3.11.1 a. The Concessionaire shall provide and maintain all equipment necessary for the successful operation of the Facilities. All capital improvements, fixtures, and equipment applied towards the Concessionaire's capital investment become the property of the City upon completion or installation, unless otherwise specified by the Executive Director prior to the construction or installation. The Concessionaire shall also supply all additional non-fixed equipment, materials, and supplies necessary to successfully operate the Facilities, including but not limited to tables and chairs, and office furniture.

b. Respondent must differentiate between, on the one hand, all fixtures and equipment it would apply toward the Concessionaire's capital investment and, on the other hand, non-capital items. Non-fixture equipment will not apply toward the Concessionaire's required capital expenditure and will remain the property of the Concessionaire.

3.11.2 Certain equipment at the Facilities is owned by the City and will be made available for use by the Concessionaire. The Commission will try to provide the Concessionaire with a dollar value of that equipment on or after the Commencement Date. Upon expiration or earlier termination of the Concession Agreement, the Concessionaire shall return to the City a similar type, quantity, and value of equipment, adjusted for inflation. Throughout the Term, Concessionaire shall maintain, repair, and replace as needed all other equipment used at the Facilities (for example, without limitation, refrigerators, ice machines, irrigation equipment, ball washers, etc.) at the Concessionaire's expense. Concessionaire's costs for maintenance, repair, and replacement of any equipment described above will not be reimbursed from the annual Capital Escrow Funds.

3.12 Facility Maintenance; Landscaping; Utilities; Waste Removal

3.12.1 a. Throughout the Term, the Concessionaire shall promptly perform all necessary and desirable tree removal, pruning, landscaping, maintenance, snow and ice removal, and all general grounds maintenance on the grounds of the Facilities. The Concessionaire shall provide adequate numbers of annual and seasonal staff in order to maintain the Facilities in accordance with the Concession Agreement.

b. Each Respondent must include in its Proposal detailed plans for maintenance and staffing of the Facilities; anticipated turf care programs such as aerification, fertilization, disease and weed control, fungicide, seeding, sodding, irrigation, etc.; and other year-round Facilities maintenance schedules.

3.12.2 The Concessionaire shall comply with the standards set by the United States Golf Association (USGA) for turf management and golf course maintenance. In addition, some of the Commission's Facilities include important environmental areas, such as wetlands, that host waterfowl, migrating birds, and other important species. The Commission encourages Respondents to submit proposals that are committed to developing and implementing environmentally friendly maintenance practices. For example, without limitation, those practices could include certification in the Audubon Cooperative Sanctuary Program for golf courses.

- 3.12.3 a. The Concessionaire shall, at its sole cost and expense, promptly maintain and operate the Facilities in a good and safe condition and in accordance with industry best practices. Without limiting the Concessionaire's maintenance obligations, the Concessionaire shall maintain and repair each of the Facilities, the interior and exterior of all structures on the Facilities, building systems, utility systems and connections, sewer systems and connections, equipment, fencing, lighting, sidewalks, cart paths, parking lots, vaults, gutters, curbs, and fixtures. The Concessionaire shall permit the Commission and its representatives to enter and inspect the Facilities to determine whether the Concessionaire is meeting its maintenance obligations under the Concession Agreement.
- b. The Concessionaire shall pay all costs for utilities and utility service used in or provided to the Facilities. The Concessionaire shall arrange to be billed directly by utility providers, and the Concessionaire shall pay all utilities bills before delinquency. The Concessionaire shall pay all interest, penalties, and other costs and charges imposed or that accrue in connection with any late payment by Concessionaire.
- 3.12.4 The Concessionaire shall, at its sole cost and expense, promptly clean-up and remove all waste, garbage, refuse, rubbish, organic debris, and litter from the Facilities and the area within fifty (50) feet of the Facilities. The Concessionaire shall provide adequate waste and recycling receptacles throughout the Facilities for use by patrons and shall comply with all Applicable Laws regarding recycling. The Concessionaire shall keep the parking lots and driveways clean, neat, and free of leaves, litter and debris. The Concessionaire shall keep all signs and structures in good condition and free of graffiti at all times.
- 3.12.5 The Concessionaire shall, at its sole cost and expense, thoroughly and promptly maintain the perimeter of each golf course that is part of the Facilities, including weekly grass mowing and prompt removal of all litter, debris and fallen leaves, tree pruning, clearing of invasive plant growth, and sidewalk maintenance and repair. The Concessionaire also shall promptly remove, repair or replace fencing where necessary. The Concessionaire shall promptly remove snow and ice from hard surfaces and put down salt, sand, or other substance to reduce the likelihood of people slipping. Without limiting the Concessionaire's responsibility for maintaining, repairing, and keeping all hard surfaces in the Facilities clean and clear, the Concessionaire shall maintain, repair, and keep clean and clear the, driveways, parking lots, and perimeter sidewalks of the Facilities.

3.13 Horticultural Improvements and Tree Maintenance

- 3.13.1 a. The Commission encourages Respondents to submit Proposals that aim to improve the horticultural amenities at the golf courses.
- b. The Concessionaire shall maintain, enhance, and expand existing planting areas for flowers, flowering shrubs, and trees, at strategic locations throughout the Facilities, such as the entrances to each of the Facilities, around the clubhouses, along the courses' perimeter, and at the tee boxes.
- 3.13.2 Despite Section 3.2 above, the Concessionaire shall not cut down or remove any trees in or from the Facilities without prior written approval of the Executive Director. During all construction, the Concessionaire shall take all reasonable measures to protect trees and tree roots from damage. The Concessionaire shall cause its Subcontractors to provide protection for all trees in and around the construction zone. The Concessionaire shall cause its Subcontractors to take special care to protect roots within drip line of trees in the construction zone or in the area used for construction staging and in laying out, repairing, or moving utility lines and conduits.
- 3.13.3 The Concessionaire shall adhere to all standards established by the International Society of Arboriculture (ISA) concerning infestation control and treatment and general tree trimming and removal practices.

3.14 Signs; Names of Facilities; Marketing the Facilities

- 3.14.1 The Concessionaire shall obtain the prior, written approval of the Executive Director before placing or erecting any sign in, on, or about any of the Facilities. The placement or erection of certain signs may be subject to the jurisdiction of the Philadelphia Art Commission. The Concessionaire shall obtain the approval of the City of Philadelphia Art Commission if and when required by Applicable Laws. The Concessionaire shall comply with all other Applicable Laws governing signs in the Facilities, including but not limited to the Commission's regulations.
- 3.14.2 a. Without limiting Subsection 3.14.1, throughout the Term of the Concession Agreement, the Concessionaire shall maintain prominent, clearly legible signs at the entrances to each of the Facilities that identify the sites and include (a) the Commission logo (in size equal to at least 50% of the size of the Tenant's logo and any other wording on the sign) and (b) the following inscription (the lettering for "Fairmount Park" must be at least 50% of the size of the remaining lettering):

**[Name of the Facility]
in Fairmount Park**

or such other wording and letter size that the Executive Director approves in advance in writing.

b. Throughout the Term of the Concession Agreement, the Concessionaire shall include in its regularly used stationery letterhead and all its print, broadcast, and electronic publicity (including but not limited to subtenant's website homepage), and advertising materials, a prominent, easily legible statement that reads: "**[Name of the Facility] is a Fairmount Park property operated by [Name of the Concessionaire] in cooperation with the Fairmount Park Commission.**"

SECTION 4 – GENERAL CONTRACT PROVISIONS

4.1 City Contract Provisions

Any Respondent selected to enter into final limited negotiations will be expected to enter into a Concession Agreement with the City containing terms acceptable to the City, including, but not limited to, terms substantially similar to the terms set forth in this Section 4.

4.2 Objections

Respondents must provide in their Proposal any objections to the following contract provisions. Any such objection must identify the specific contract provision objected to, the reason for the objection, and propose alternative language or terms. Requirements and terms to which no objection is asserted will be presumed acceptable to the Respondent. The City may, in its sole discretion, evaluate proposals in part according to whether the Respondent so objects, and the number and type of objections asserted.

4.3 Ethics Requirements

4.3.1 To preserve the integrity of City employees and maintain public confidence in the competitive Request For Proposal system, Mayor's Executive Order No 02-04, prohibits City officials and employees from soliciting or accepting anything of value from any person seeking to initiate or maintain a business relationship with City of Philadelphia departments, boards, commissions and agencies. Order 02-04 applies to any person(s) whose business or activities are inspected or regulated by any City agency, engaged as either principal or attorney in proceedings before any City agency or court of law in which the City is an adverse

party, or whose interests may be affected by the performance or nonperformance of any employee's official duties.

- 4.3.2 All City employees have been instructed, when presented with gifts or gratuities as contemplated by Order 02-04, to report those actions to the appropriate authorities, who will in turn act to the fullest extent of City policies and regulations governing those practices. All Respondents, their employees, agents or intermediaries, who are solicited for gifts or gratuities by City employees, are urged to report those incidents to the Inspector General's Office at (215) 686-1770, or to forward documented incidents to the attention of the Inspector General, ARA Tower -- Fourth Floor, 1101 Market Street, Philadelphia, PA 19107. A complete copy of Executive Order 02-04 is available for inspection in the Procurement Information Office, Room 170, Municipal Services Building, 1401 John F. Kennedy Boulevard, Philadelphia, PA, between the hours of 9:00 A.M. and 4 P.M.

4.4 Tax Requirements

- 4.4.1 Any contractor, vendor of goods, or provider of services, who bids on and is awarded a contract by the City is subject to Philadelphia's business tax ordinances and regulations. The City Solicitor has ruled that anyone who is awarded a contract by the City pursuant to a bid or request for proposals has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of service within the City constitutes "doing business" in the City, and subjects the successful bidder to City tax requirements, including without limitation one or more of the following taxes:
 - a. Business Privilege Taxes
 - b. Net Profits Tax
 - c. City Wage Tax
- 4.4.2 Promptly following the Commencement Date, the Concessionaire, if not already paying the taxes listed above, shall apply to the City of Philadelphia Department of Revenue for a tax account number and to file appropriate business tax returns as required by Applicable Law. Applications may be submitted to the Department of Revenue at: Municipal Services Building, Public Service Concourse, 1401 John F. Kennedy Blvd., Philadelphia, PA 19102. Questions about the application and the taxes should be directed to the Taxpayer Service Unit at: (215) 686-6600.
- 4.4.3. In addition to the City's tax requirements, the Concessionaire shall timely pay all federal, state, and local taxes, assessments, and levies, however

characterized, that apply to the Concession, the Concession Agreement, and the Concessionaire's activities under this RFP and the Concession Agreement.

- 4.4.4. Any failure by the Concessionaire to comply with the requirements set forth in this RFP or the Concession Agreement regarding payment of taxes, or Concessionaire's failure to otherwise pay taxes as required by Applicable Laws, is a default of the Concession Agreement.

4.5 Confidential and Proprietary Information of the City

The Concessionaire shall treat all information it obtains from the City that is not generally available to the public as confidential and proprietary to the City. The Concessionaire shall exercise all reasonable precautions to prevent any confidential and propriety information it obtains from the City from being disclosed to any other person. The Concessionaire shall promptly indemnify, defend, and hold harmless the City from and against all liabilities, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney's fees) resulting from or related to any use or disclosure of confidential information by the Concessionaire or its employees, or by any person acquiring confidential information, directly or indirectly, from the Concessionaire or its employees. The Concessionaire's obligations under this Section 4.5 survive the Concession Agreement Ending Date.

4.6 Performance Bond and Bond Preparation Fee

- 4.6.1 The Concessionaire shall provide an individual performance bond, on a form prepared by the City and acceptable to the City Solicitor, provided by a bonding company acceptable to the City, in an amount equal to \$100,000.00. The bond must be from a reputable surety approved by the City.
- 4.6.2 The Concessionaire must pay a bond preparation fee to the City of Philadelphia Law Department as determined by City Council Ordinance. A schedule of the bond preparation fees may be obtained from the Procurement Department Information Office by calling: 215-686-4720.

4.7 Participation of Minority, Women, and Disabled-Owned Business Enterprises

The Concession Agreement is subject to the Mayor's Executive Order 02- 05 regarding the "Participation of Minority, Women and Disabled-Owned Business Enterprises" and the requirements that apply to this RFP, which are set forth in **Appendix 3** to this RFP. Respondents must submit the "Solicitation for

Participation and Commitment Form,” provided in **Form D** of this RFP, or request a reduction of participation, that is responsive to the ranges established for this Concession.

4.8 Indemnification, Release and Insurance

The Concessionaire shall promptly indemnify, defend, and release the City and Fairmount Park Commission, as set forth in **Appendix 4** to this RFP. In addition, the Concessionaire on or before the Commencement Date shall obtain and, throughout the Term, shall maintain the types and minimum amounts of insurance set forth in Appendix 4. It is a condition precedent to the Concessionaire’s right to exercise the License that Concessionaire provide the City of Philadelphia Risk Manager with a certificate of insurance evidencing that the Concessionaire has obtained the types and required amounts of insurance. The address for the Risk Manager is: One Benjamin Franklin Parkway – 14th Floor, 1515 Arch Street, Philadelphia, PA 19102, Attention: Nella Goodwin; or fax number 215-683-1718.

4.9 Records and Reports

4.9.1 Maintenance. The Concessionaire shall maintain accurate and complete daily, weekly, and monthly records that show its Gross Revenue from operation of the Facilities. If Concessionaire charges different rates for adults, children, students, seniors, etc., then Concessionaire’s records must show the number of rentals or payments in each such category, the total dollar amount of Gross Revenue from each such category, and the total amount of all revenue combined. The Concessionaire shall provide its records for inspection by the City during normal business hours promptly following written request of the Executive Director.

4.9.2 Availability. The Concessionaire shall keep and make available, within the City at reasonable times during the Term and for a period of two years after the Concession Agreement Ending Date, all the Concessionaire’s records and financial information pertaining to the Concession (collectively, “**Concessionaire’s Records**”). The Concessionaire shall permit the City, Commission, Commonwealth of Pennsylvania, and United States government, or any of their respective officials or representatives, to inspect, audit, or copy Concessionaire’s Records. If any litigation, claim, audit or investigation of any nature, is commenced in connection with the Concession Agreement prior to expiration of the two year period after the Concession Agreement Ending Date, then the Concessionaire must retain Concessionaire’s Records until all litigation, claims, audits, and investigations have been completed, terminated, or finally resolved, without any further right of appeal.

4.10 Default

- 4.10.1 The Concessionaire shall commit an “**Event of Default**” under the Concession Agreement if
1. Concessionaire fails to timely pay the Concession Fee in full; or
 2. Concessionaire fails to timely perform, observe, fulfill, or comply with any other obligation, requirement, or prohibition imposed on or applicable to Concessionaire under the Concession Agreement.
- 4.10.2 If the Concessionaire commits an Event of Default under Section 4.10.1 above, and,
- a. in the case of an Event of Default under Section 4.10.1.1, Concessionaire fails to cure the default within five days after receiving written notice from the City of the Event of Default,
 - b. in the case of an Event of Default under Section 4.10.1.2, Concessionaire fails to cure the default within 30 days after receiving written notice from the City of the Event of Default, or
 - c. in the case of an Event of Default under Section 4.10.2 that poses a threat of imminent harm to persons or property, without notice, then the City may, in its absolute discretion, immediately suspend or terminate the Concession Agreement without liability to Concessionaire.
- 4.10.3 In addition to the City’s rights and remedies under Section 4.10.2 above, Concessionaire shall be liable for all damages, costs, and expenses suffered or incurred by the City arising from or related to the Event of Default. Also, if Concessionaire commits an Event of Default and fails to cure the Event of Default within the applicable cure period after receiving written notice from the City of the Event of Default, then the City may exercise all rights and remedies available at law or in equity, in addition to the remedies available to the City under the Concession Agreement. The City may exercise its remedies under the Concession Agreement, at law, and in equity, separately, cumulative, and or successively, in the City’s absolute discretion.
- 4.10.4 The City’s failure or delay in providing written notice of an Event of Default to Concessionaire does not relieve or excuse the Concessionaire from any liability arising from or related to the Event of Default and does not waive any of the City’s rights or remedies upon delivering written notice to the Concessionaire of the Event of Default and Concessionaire’s failure to cure the Event of Default in the applicable cure period provided under Section 4.10.2, or in the case of an Event of Default that poses a threat of imminent harm to person or property, immediately and without notice.

4.11. Non-Indebtedness

4.11.1 The Concessionaire represents and warrants that Concessionaire, and any entities under common control with the Concessionaire or controlled by it are not as of the Commencement Date indebted to the City, and shall not at any time during the Term of the Concession Agreement be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. The Concessionaire must remain current during the Term of the Concession Agreement with all such payments and shall inform the City upon receipt of any notices of delinquent payments. In addition to any other rights or remedies available to the City under the Concession Agreement, at law, or in equity, the Concessionaire acknowledges that any breach or failure to conform to this representation and covenant may, at the option of the City, result in the termination of the Concession Agreement. In addition, Concessionaire understands that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

4.11.2 The Concessionaire shall cause its Subcontractors (if any) to make a certification to the City similar to that made by the Concessionaire in Section 4.11.1 above. The Concessionaire shall include the provisions in Section 4.11.1 in each subcontract under the Concession Agreement, with appropriate adjustment for the name of the subcontractor.

4.12 Compliance with Applicable Laws

In the Concession Agreement, “**Applicable Law**” and “**Applicable Laws**” mean all present and future state, federal, and municipal laws, ordinances, regulations, orders, rules, official opinions and interpretations, and requirements, that apply to any of the following: the Concession Agreement, the License, the Concessionaire, and operation of the Facilities. The Concessionaire shall promptly comply with all Applicable Laws, including but not limited to:

4.12.1 The Fair Practices Ordinance of The Philadelphia Code (Chapter 9-1100) and the Mayor's Executive Order No. 4-86, as they may be amended from time to time, both of which prohibit, among other things, discrimination against persons with AIDS in employment and services;

4.12.2 All federal, state, and local licenses, approvals, certificates and permits required for operation of the Concession;

4.12.3 The tax requirements of all governmental authorities having jurisdiction over the Concession Agreement and Concessionaire; and

4.12.4 The regulations of the Commission.

4.13 Entire Agreement; No Amendment

4.13.1 The Concession Agreement is the complete and final expression of the City's and Concessionaire's agreement about the Concession. All prior negotiations and agreements, if any, between the City and Concessionaire relating to the Concession are superseded by and merged into the Concession Agreement.

4.13.2 The Concession Agreement may not be amended or modified except in writing approved by the Commission by resolution and signed by the Executive Director, the Procurement Commissioner, and the Concessionaire.

4.14 No Joint Venture

The Concession Agreement does not create a joint venture or partnership between the City and the Concessionaire. The Concessionaire is an independent entity and is not an agent of the City.

4.15 Severability

The provisions of the Concession Agreement are severable, and if any provision is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, then that provision shall be adjusted to the minimum extent necessary to cure the invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions in the Concession Agreement will not affect any other provision of the Concession Agreement. If any provision of the Concession Agreement is held invalid or unenforceable so that the City is deprived of a material consideration to it under the Concession Agreement, however, then the City may, in its absolute discretion, terminate the Concession Agreement without liability to the Concessionaire.

4.16 No Third Party Beneficiary

Nothing contained in the Concession Agreement gives a third party beneficiary right to any person, firm or corporation whatsoever.

4.17 Waiver of Jury Trial

THE CONCESSIONAIRE KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVES TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING UNDER OR RELATED TO THE CONCESSION AGREEMENT (INCLUDING BUT NOT LIMITED TO ANY CLAIM SOUNDING IN TORT, OR OTHERWISE). THIS PROVISION IS A

MATERIAL INDUCEMENT FOR THE CITY TO ENTER INTO THE CONCESSION AGREEMENT. THE CONCESSIONAIRE SHALL INCLUDE A PROVISION IN ALL ITS SUBCONTRACTS UNDER THE CONCESSION AGREEMENT, REQUIRING ITS CONTRACTORS TO ALSO WAIVE TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING UNDER OR RELATED TO THE CONCESSION AGREEMENT.

4.18 Place of Contract; Governing Law

The Concession Agreement is made in Philadelphia, Pennsylvania and is governed by Pennsylvania law. Concessionaire agrees that in any proceeding arising under or related to the Concession Agreement, the Concession Agreement will be interpreted in accordance with Pennsylvania law, without reference to choice of law provisions.

4.19 Counterparts

The Concession Agreement may be executed in any number of counterparts, each of which when executed will be an original and all of which when taken together constitute one agreement.

4.20 Assignment Prohibited

Concessionaire shall not assign the Concession Agreement or any of its rights under the Concession Agreement. Any attempted assignment by Concessionaire in violation of this provision will be void and will be deemed an offer to City to immediately terminate the Concession Agreement, which the City may accept or decline in the City's sole discretion.

4.21 Subcontracts

Despite Section 4.20, the Concessionaire may enter into subcontracts ("Subcontracts") to provide or obtain services, equipment, materials, and supplies to fulfill Concessionaire's obligations under the Concession Agreement. All Subcontracts shall be made available for review by the Commission upon request of the Executive Director.

4.22 Venue

Concessionaire agrees that all claims arising under or related to the Concession Agreement must be filed in the Court of Common Pleas of Philadelphia County. Concessionaire consents to the jurisdiction of the Court of Common Pleas of Philadelphia County and Pennsylvania courts of appeal, and Concessionaire shall not file any motion to remove venue for any proceeding to another jurisdiction or to any federal court.

SECTION 5 – ELIGIBILITY TO SUBMIT A PROPOSAL

5.1 General

To be eligible for award of the Concession Agreement and the License, a Respondent must demonstrate that it can manage and operate the Facilities.

5.2 Management Experience Qualifications

In order to receive consideration for award of the Concession Agreement, a Respondent must demonstrate that it has the experience and financial resources that the City deems are sufficient to meet the requirements set forth in the RFP (“Management Experience Qualifications”).

5.3 Respondents Restricted

The City will not accept any Proposal from, nor award the Concession Agreement to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest.

5.4 Respondents May Submit Only One Proposal

Respondents must not be a party to more than one Proposal in connection with this RFP. If a Respondent is a party to more than one Proposal, the City may reject all those Proposals.

SECTION 6 - PROPOSAL SUBMISSION REQUIREMENTS

6.1 Responsiveness

To be eligible for award of the Concession Agreement, a Respondent’s Proposal must be responsive to this RFP. For its Proposal to be considered responsive to this RFP, a Respondent must follow all the instructions in this RFP and submit all the materials and information required by this RFP.

6.2 Form of Proposal

6.2.1 Each Respondent must submit one original signed cover letter and Proposal and eight copies of the cover letter and Proposal. The original letter must be signed by a person with authority to bind the Respondent to all of the provisions of its Proposal.

6.2.2 Each Respondent’s Proposal must follow the form of this RFP. It must be neatly typed on 8-1/2” x 11” paper and marked clearly on the cover page

with Respondent's name and the number of this RFP. Pages should be numbered clearly. Respondents should not submit Proposals in plastic sleeves or spiral binders. Illustrations may be included. Oversized drawings may be submitted, but they must be accompanied by 8½" x 11" sectionals or reductions to 8½" x 11". **Each Respondent must seal its Proposal in envelopes, packets, or boxes, as the case may be, to ensure confidentiality of the information prior to the Deadline for Submitting Proposals. The City will only accept Proposals in hard copy and will not accept Proposals by facsimile or by e-mail.**

6.2.3 Wherever a Respondent is providing information required by this RFP, the Respondent must identify the information by using the corresponding Section number of this RFP that requires the information.

6.2.4 Each Respondent's Proposal must include the following:

1. Cover letter and Proposal Security;
2. Company Profile, Organization, and Personnel;
3. Management Experience Qualifications, and References;
4. Financial Information;
5. Statement of Understanding of the Purpose of this RFP;
6. Concession Fee Proposal;
7. Completed Forms A, B, C, and D.

6.2.5 Each Respondent must print the following information on the outside of the envelope, packet, or box in which is submits its Proposal:

1. Respondent's name and address
2. Identification as "Golf Facilities Proposal", and RFP # C-103-08
3. Deadline for Submitting Proposals, as stated on the cover page of this RFP

6.3 Submission of Proposal by "Deadline for Submitting Proposals"

Each Respondent must submit its Proposal to the City no later than the Deadline for Submitting Proposals. Each Respondent is solely responsible for delivery of its Proposal on time and to the proper location. The location and "Deadline for Submitting Proposals" are set forth on the cover page of this RFP. Immediately following the Deadline for Submitting Proposals, the City will announce only the names of Respondents. No other details of the Proposals will be read or announced.

6.4 Proposal Security

- 6.4.1 Each Respondent must submit with its Proposal a refundable Certified Treasurer's or Cashier's Check, U.S. Postal Money Order, or Bank Money Order, made payable to the "City of Philadelphia" in the amount of \$1,000 ("**Proposal Security**"). Any Proposal that is not accompanied by the required Proposal Security may be rejected.
- 6.4.2 A Respondent's Proposal Security may be retained in full by the City if the Respondent (a) executes the Concession Agreement but fails to furnish the required bond(s) and insurance documents within fifteen (15) days after the Concession Agreement is executed or (2) fails to execute a Concession Agreement in accordance with the terms of its proposal, unless the City has permitted the Respondent to withdraw its Proposal. Proposal Security deposits will be returned to unsuccessful Respondents after the Concession Agreement is signed.

6.5 Company Profile

Each Respondent must:

- 6.5.1 Provide a brief history of its organization and an executive summary that describes its company's qualifications. The summary must include the number of Respondent's employees and number of years Respondent has been in business.
- 6.5.2 Identify all parent, subsidiary, affiliate, and partnership relationships of its company with other businesses (collectively, "**Related Companies**").
- 6.5.3 Explain its corporate organizational structure and ownership.
- 6.5.4. If Respondent is a partnership or a joint venture, give the date of the partnership or joint venture agreement, the county and state where the agreement was filed, and list the name and address of each partner or joint venturer. If Respondent is a corporation or limited liability company, give the date and state of the company's organization and list the names and addresses of the company's board of directors and officers, or members, as the case may be.

6.6 Operating Experience

- 6.6.1 Each Respondent must submit a resume or detailed description of the Respondent's professional qualifications, demonstrating extensive experience in the industry, including any work with municipal agencies, or access to individuals and firms, or either of them, with such expertise. The

City encourages each Respondent to explain its experience managing multiple facilities in a geographic area, including experience in managing and operating municipal golf facilities in the mid-Atlantic region of the United States. Each Respondent must include the names and addresses of all corporate officers of the entity submitting the Proposal.

- 6.6.2 Each Respondent must attach a list of at least three (3) recent relevant references with whom the Respondent has previously worked and who can describe such matters as the Respondent's financial, operational and construction capability. The Respondent must include the name of the reference entity, a description of the nature of the listed reference's experience with the Respondent, and the name, title, address, email address, and telephone number of a contact person at the reference entity.
- 6.6.3 Each Respondent must list all contracts it and all its Related Companies have had with the City in the last five years.

6.7 Financial Information

Each Respondent must include information about its financial resources that demonstrates clearly Respondent's ability to satisfy the obligations of the Concessionaire under the terms of the RFP and Concession Agreement. As one example, Respondents are encouraged to provide their most recently audited financial statements and interim statements prepared in accordance with generally accepted accounting principles.

6.8 Understanding the Purpose of this RFP and the Rights and Obligations of the Concessionaire

Sections 3 and 4 of this RFP set forth generally the detailed minimum requirements that the Concessionaire must fulfill. Each Respondent must provide a brief narrative that demonstrates its understanding of this RFP's goals and objectives, the nature and scope of the work involved, and how Respondent's expertise will enable Respondent to perform the work involved and fulfill the goals and objectives of this RFP. Also, each Respondent must describe its approach to the proposed Concession, including Respondent's work plan and strategy.

6.9 Financial Proposal

- 6.9.1 Concession Fee. Using **Form A**, each Respondent must propose a minimum annual guaranteed fee ("MAG") payment to the City of not less than \$350,000 per year in total for the Facilities. In addition to the MAG, also using **Form A**, each Respondent must propose an annual guaranteed

payment to the City of not less than 10% of Gross Revenues in excess of \$3 million in the aggregate for all the Facilities (“**Percentage Fee**”).

a. In this RFP, and for purposes of the Concession Agreement, “**Gross Revenues**” means all revenue received by the Concessionaire from operation of the Facilities or exercise of the License, from all sources and however characterized. Without limiting the definition of Gross Revenues immediately above, Gross Revenues include but are not limited to the following: revenue from the sale of permits; rental of golf carts; sale of golf merchandize and clothing; food and beverage sales; fees for use of driving ranges, playing miniature golf and use of batting cages; private events, special events and other special uses of the Facilities; and all other fees, sales, rentals, charges, or costs imposed by the Concessionaire, however characterized, for use of any of the Facilities or for goods or services provided at the Facilities.

b. In this RFP, and for purposes of the Concession Agreement, “**Concession Fee**” means the MAG plus the Percentage Fee.

6.9.2 Capital Escrow Payments and Account; Annual Capital Improvement Plan.

6.9.2.1 The Concessionaire shall pay an amount each year of the Term into an escrow account in the name of the Commission to help pay for capital repairs, replacements, and improvements to the Facilities (“**Capital Escrow Account**”). In order to use funds from the Capital Escrow Account, the Concessionaire must obtain the prior written approval of the Executive Director of a capital repair, replacement or improvement that the Concessionaire proposes to make. If the Executive Director approves the proposed work, the Executive Director will then authorize the escrow agent to release money from the Capital Escrow Account to pay for the work.

6.9.2.2 Using **Form B**, each Respondent must propose an annual amount that, as Concessionaire, it would pay into the Capital Escrow Account (“**Annual Capital Payment**”). The minimum Annual Capital Payment shall be \$150,000 or 5% of Concessionaire’s Gross Revenues, whichever is greater. An annual capital improvement plan to utilize these funds must be presented to and approved by the FPC Executive Director prior to implementation.

6.9.2.3 Each year during the Term, the Concessionaire shall submit a plan to make capital repairs, replacements, and improvements using funds in the Capital Escrow Account (“**Annual Capital**

Improvement Plan”). The Concessionaire shall submit its Annual Capital Improvement Plan not later than March 1 each year.

6.9.3 Initial Capital Improvements.

6.9.3.1 The Concessionaire must make substantial capital repairs, replacements, and improvements to the Facilities during the first year of the Term (“**Initial Capital Improvements**”). The Initial Capital Improvements are in addition to the Concessionaire’s Annual Capital Payment and Annual Capital Improvement Plan. Initial Capital Improvements may not be paid for out of funds in the Capital Escrow Account. The cost of the Initial Capital Improvements may not be applied to or set off against the required Annual Capital Payment. The Concessionaire is not entitled to reimbursement of any unamortized costs of the Initial Capital Improvements as of the Concession Agreement Ending Date.

6.9.3.2 a. Using **Form C**, each Respondent should propose the types and costs of Initial Capital Improvements that as Concessionaire it would make to the Facilities. The Initial Capital Improvements must be not less than \$100,000 and should be reasonably distributed among the Facilities.

b. If a Respondent is selected to execute the Concession Agreement with the City, then the Commission will review the Respondent’s proposed Initial Capital Improvements within 90 days following execution of the Concession Agreement. No proposed Initial Capital Improvement will be deemed approved unless approved by the Commission by resolution.

c. Following the later of the Commencement Date and the Commission’s approval, the Concessionaire shall promptly commence and diligently make all Initial Capital Improvements approved by the Commission, but in no event shall Concessionaire fail to complete the approved Initial Capital Improvements within 180 days following the later of the Commencement Date and the Commission’s approval. The Concessionaire shall not make any proposed Initial Capital Improvements not approved by the Commission.

6.9.4 Pro-forma. Each Respondent must include in its Proposal a detailed pro-forma income and expense projection for the first year of operation for each of the Facilities. The pro-forma projection must include explanations for all the assumptions used in its formulation.

6.10 Operational Plan

- 6.10.1 All Proposals must include a detailed operational plan for the Facilities.
- 6.10.2 Each Respondent must propose a strategy for assuming control of operations of the Facilities from the current operator, with detailed plans to address staffing issues, inventoried equipment and merchandise, website continuity, etc.
- 6.10.3 Commission hopes to improve customer satisfaction with the services provided at the Facilities. Therefore, Commission encourages each Respondent to consider the mechanisms it would use as Concessionaire to measure customer satisfaction with the Concessionaire's services. The mechanisms might include, for example only, customer evaluations or survey forms. Further, the Commission encourages each Respondents to explain in its Proposal how it would improve the quality of services offered if the suggested mechanisms indicate a need to do so.

6.11 Solicitation for Participation and Commitment Form

Each Respondent must complete and include with its Proposal the forms regarding participation in the Concession by disadvantaged business enterprises. See, **Appendix 3** and **Form D**.

6.12 Confidential Information

- 6.12.1 If a Respondent chooses to include material of a confidential nature, then the Respondent must mark the confidential material as noted below and explain why it is confidential. The City will exercise reasonable care to honor confidentiality requests, subject to Applicable Laws.
- 6.12.2 Each Respondent must identify the pages of its Proposal that contain confidential information by prominently marking those pages as explained below. Respondents are reminded that the mere designation of information as confidential does not necessarily make it so under Applicable Law. Respondents should include the following notice in the front of each copy of their Proposal:

NOTICE

The information on pages _____ of this Proposal, identified by the words "**Confidential Proprietary Information**" in boldface type of at least 12 points in the top right-hand corner

of each page, contain proprietary information that the Respondent desires not be disclosed. The Respondent requests that such information be used only for evaluation of Respondent's Proposal, and not be disclosed to the public except as may be required by applicable law.

6.13 Objections

In its Proposal, a Respondent may state objections to the requirements of this RFP. Any objections must be stated in a separate section of the Proposal, must identify the specific provisions and language of this RFP that Respondent objects to, must state the reason(s) for each objection, and must propose alternative provisions. By not objecting to a provision and submitting a Proposal in response to this RFP, a Respondent irrevocably agrees that the provision is acceptable to it. The City may, in its sole discretion, evaluate a Proposal, in part, on the number and nature of objections made by the Respondent to the provisions of this RFP. In no event will the City's selection of a Respondent for further negotiations constitute acceptance by the City of any objection or proposed alternative provision set forth in that Respondent's Proposal.

SECTION 7 – CONDITIONS REGARDING PROPOSALS; RESERVATION OF RIGHTS BY CITY; EFFECTIVENESS OF CONCESSIONS AGREEMENT

7.1 Conditions Regarding Proposals

By submitting a Proposal in response to this RFP, the Respondent acknowledges and agrees to the following conditions relative to its Proposal:

- 7.1.1 The Respondent is fully responsible for all its costs associated with the development, preparation, and submission of its Proposal and all other materials it submits in response to this RFP. The City assumes no contractual or other obligations toward Respondent as a result of the issuance of this RFP, the preparation or submission of a Proposal by Respondent, the City's evaluation of Proposals, or the City's selection of Respondent for further negotiations;
- 7.1.2 It is Respondent's responsibility to ensure that its Proposal is complete, accurate, and submitted by the Deadline for Submitting Proposals set forth on the cover page of this RFP;
- 7.1.3 Upon submission, Respondent's Proposal becomes the property of the City and will not be returned to the Respondent;

- 7.1.4 Respondent will promptly permit the City to inspect projects and facilities referred to in Respondent's statement of its Management Experience Qualifications and References;
- 7.1.5 Respondent will promptly provide additional information or more detailed information upon request by the City, including information inadvertently omitted by a Respondent;
- 7.1.6 Respondent will promptly send representatives for interviews with City officials when requested by the City;
- 7.1.7 Respondent's Proposal shall remain open for acceptance by the City and in full effect for at least 120 calendar days from the Deadline for Submitting Proposals set forth on the cover page of this RFP;
- 7.1.8 Respondent may not issue news releases (including, but not limited to, commercial advertising) pertaining to this RFP without prior written approval of the City;
- 7.1.9 Respondent may withdraw or modify its Proposal at any time prior to the Deadline for Submitting Proposals by sending the City a written notice of withdrawal or by submitting the modification in writing, signed in the same manner and by the same person(s) who signed Respondent's initial Proposal, to the address specified on the cover page of this RFP for submitting Proposals;

7.2 Reservation of Rights

The City reserves and may, in its sole discretion, exercise the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP at any time prior to execution of the Concession Agreement:

- 7.2.1 To reject any proposals if, in the City's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of this RFP, the Respondent does not meet the qualifications set forth in the RFP, or it is otherwise in the City's best interest to do so;
- 7.2.2 To reject all proposals, or to postpone, cancel and reissue the RFP or not reissue the RFP if, in the City's sole judgment, it is in the City's best interest to do so;
- 7.2.3 To supplement, amend, or otherwise modify this RFP at any time prior to selection of one or more Respondents for negotiation;

- 7.2.4 To waive any Proposal informality, defect, or deviation from the requirements of this RFP that, in the sole judgment of the City, is not material to the Proposal;
- 7.2.5 To request that some or all of the Respondents clarify, modify or supplement their Proposals including information inadvertently omitted by a Respondent;
- 7.2.6 To request interviews or oral presentations from one or more Respondents;
- 7.2.7 To request recent financial statements from Respondents as a means of verifying their capability to meet all the obligations of the Concessionaire;
- 7.2.8 To conduct investigations with respect to the qualifications of each Respondent and call a Respondent's references;
- 7.2.9 To enter into negotiations and discussions with any one or more Respondents regarding any aspect or provision of their Proposal; and
- 7.2.10 To make modifications to the responsibilities of the Concessionaire as set forth in this RFP that, in the City's reasonable discretion, are not material without informing other Respondents or permitting other Respondents to modify their respective Proposals, unless the City, in its sole discretion, determines that permitting other respondents to modify their Proposals is in the City's best interest.

7.3 Concession Agreement Effectiveness

The Concession Agreement will not be binding upon the City, and a Respondent will not become the Concessionaire, until after all of the following have occurred:

- 7.3.1 The Respondent posts a sufficient performance bond in a form satisfactory to the City Solicitor;
- 7.3.2 City of Philadelphia Council has passed an ordinance authorizing the Commission to enter into the Concession Agreement, and the ordinance has become law;
- 7.3.2 The Concession Agreement has been signed by the Respondent and "approved as to form" by the City's Law Department; and
- 7.3.4 The Concession Agreement has been executed by the Fairmount Park Commission and the Procurement Department.

7.4. Information and Data in this RFP Not Warranted

The City believes that the information and data that it has provided in this RFP, in appendices to this RFP, or otherwise in connection with this RFP, is reliable. Nevertheless, the City does not warrant the accuracy of any information or data set forth in this RFP.

7.5. Acceptance of the Provisions of this RFP

By submitting a Proposal in response to this RFP, the Respondent expressly acknowledges and agrees to all the provisions contained in this RFP, including but not limited to the rights reserved by the City.

SECTION 8 – EVALUATION OF PROPOSALS

8.1 Selection Committee

Those Proposals that the City determines in its sole discretion are responsive to this RFP will be reviewed by a “Selection Committee” comprised of the Commission and City officials.

8.2 Proposal Evaluation Criteria

8.2.1 The Selection Committee will evaluate Proposals by considering the criteria listed below. No particular order of importance, weighting, or other priority is assigned to these factors or reflected by their order in the list.

8.2.1.1 Concession Financial Proposals – Concession Fee Amount, Capital Escrow Payment Amount, and amount of Initial Capital Improvement.

8.2.1.2 Demonstrated operating experience in the business, including experience as a municipal concessionaire, if applicable.

8.2.1.3 Financial capability to perform the work required by the RFP and as presented in the Proposal.

8.2.1.4 The proposed operational plan and transition strategy.

8.2.1.5 Any other factors the Selection Committee considers relevant to the evaluation to the Proposal.

- 8.2.2 The Selection Committee may ask one or more Respondents to discuss their respective Proposals with the committee. Discussion may cover any matter covered by this RFP or that the City deems relevant to the proposed Concession.

8.3 Award of Concession Agreement

The City will award the Concession Agreement to the Respondent whose proposal the City, in its sole discretion, determines best meets the goals of the City in issuing this RFP and that in otherwise is in the best interest of the City. For that reason, the City may not necessarily award a Concession Agreement to the Respondent offering the highest annual concession fee to the City. The final Concession Agreement is subject to the approval of the Commission.

SECTION 9 – CITY COUNCIL APPROVAL

- 9.1 The City of Philadelphia Home Rule Charter, Section 8-201, provides that proposed concession agreements with terms greater than one year cannot be granted without City Council authorization by ordinance
- 9.2 Upon completing negotiations with a selected Respondent, the City will present the proposed Concession Agreement for approval by Philadelphia City Council.

SECTION 10 – SIGNING OF PROPOSALS

Each Respondent must sign its Proposal using one of the forms on the following pages as is appropriate for the Respondent's form of business organization. The Proposal must be signed by a person authorized to bind the entity submitting the Proposal.

If Respondent is an INDIVIDUAL, PARTNERSHIP, or JOINT VENTURE, the Respondent must date and sign the RFP here:

This ____ day of _____, 2007

Name of Respondent

Signature of Owner, Partner, or Joint Venturer

Typed or Printed Name and Title

Phone Number

Address, Including Zip Code

If Respondent is a CORPORATION, this RFP must be dated and signed here by Respondent's President or Vice President and Secretary or Treasurer, or by another officer of the Corporation authorized to bind the corporation. If this RFP is signed by an officer other than Respondent's President or Vice President, then Respondent's Proposal must include a current "Certificate of Corporate Resolution," signed by Respondent's corporate Secretary. The certificate must state that Respondent's Board of Directors has passed a resolution that authorizes the person who signed the Proposal to sign and submit the Proposal on behalf of the corporation, and that the resolution has not been amended and remains in force. If you have any questions about submitting a Certificate of Corporate Resolution, you may call Lawrence K. Copeland, Senior Attorney, City of Philadelphia Law Department, at: (215) 683-5039.

This ____ day of _____, 2007

Corporate or Business Name

Address Including Zip Code

Phone Number

President or Vice President (circle one)

Typed or Printed Name

Secretary or Treasurer (circle one)

Typed or Printed Name

If Respondent is a limited liability company, then the manager or a member of Respondent or Respondent's Manager must date and sign the RFP here:

This ____ day of _____, 2007

Corporate or Business Name

Address Including Zip Code

Phone Number

Member or Manager (circle one)

Typed or Printed Name

APPENDIX 1

2006 DATA FOR PHILADELPHIA MUNICIPAL COURSES

(see separate attachment labeled as Appendix 1)

APPENDIX 2

YOUTH AND JUNIOR PROGRAMS AT THE FACILITIES

Cobb's Creek Golf Club

High Schools

All play the front nine on Karakung.

- Upper Darby (purchase of equipment)
- Friends Central JV
- Bonner JV (Once or twice a year.)
- City of Philadelphia (two schools)

Youth Activities

Charlie Hicks (Church related):

Mondays - Thursdays in July, 20 kids each week.
Driving range then Karakung on Thursdays.

Dept of Recreation

August 6-10, 30 kids.

Driving Range and Karakung at the end of the week.

First Tee

2007 date not yet established.

Parochial League

Wednesdays and Thursdays, spring 2007, 30 kids.

Driving Range and Karakung on opposite days.

Junior Camps

July 9-12

July 30-August 2

August 13-16

Monday-Thursday each week, 20 kids in each session.

Both beginner and advanced sessions.

Franklin D. Roosevelt Golf Club

High Schools

Schools that use FDR are: Neumann-Goretti and Furness. Both schools have their matches in the fall. Teams consist of 10 players.

Youth Activities

First Tee has many sessions each day during the summer.

Junior Camps

Junior Camps will be July 16-19 and August 6-9 at 9am-12noon. 20 children in each camp.

John F. Byrne Golf Club

High Schools

Father Judge, St. Hubert's, Nazareth Academy, Northeast and Lincoln

Youth Activities

The Department of Recreation uses the course on July 12-13th, the 19th-20th, and the 26th-27th. 30 children per session.

Junior Camps

Junior camp runs every Tuesday, Wednesday, and Thursday from June 19th-20th-21st through July 24th, 25th, and 26th. Averages 75-100 children over the course of the entire program.

APPENDIX 3

PARTICIPATION OF MINORITY, WOMEN AND DISABLED-OWNED BUSINESS ENTERPRISES (M/W/DSBE)



City of Philadelphia
Minority Business Enterprise Council (MBEC)

Mayor's Executive Order 02-05

INSTRUCTIONS, FORMS AND CONTRACT PROVISIONS FOR RFP'S TO BE AWARDED BY THE CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT

BUSINESS ENTERPRISES (M/W/DSBE)

This Request for Proposal (RFP) is subject to the **Mayor's Executive Order 02-05**. The following instructions, forms and contract provisions, as well as Executive Order 02-05 (a copy of which may be obtained at the MBEC Office) are hereby incorporated in and made a part of any contract resulting from this RFP.

Respondent (or as referred to in this Appendix 3, "Respondent") is subject to the provisions of Mayoral Executive Order 02-05 and is required to respond to the ranges specified in this RFP for participation by Minority Business Enterprises ("MBE"), Women Business Enterprises ("WBE") and Disabled-owned Business Enterprises DSBEs (collectively, ("M/W/DSBE") as those terms are defined in Executive Order 02-05.

Respondent must submit a "**Solicitation for Participation and Commitment Form**" (**S & C Form**) identifying its solicitations and certifying that Respondent has met the ranges specified in this RFP for M/W/DSBE participation in the contract; in the event that Respondent has not achieved the ranges, Respondent must respond to and submit, in addition to the **S & C Form**, a **brief narrative explaining its reasons for not submitting a proposal within the projected range(s)** (more fully discussed herein).

The S & C Form (and, in the event Respondent has not achieved the ranges, the brief narrative), must be submitted with the proposal, although the MBEC reserves the right to request these documents as well as any additional or clarifying information at any time prior to contract award. The submission of a S & C Form and a narrative, if required, is an element of responsiveness to this RFP and the failure to submit a S & C Form and narrative may result in the rejection of the proposal. Respondent hereby verifies that all forms, information and documentation submitted to the MBEC are true and correct and is notified that the submission of false information by Respondent is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

PARTICIPATION RANGES

Under the authority of the Mayor's Executive Order 02-05, the MBEC has established the following MBE, WBE and DSBE participation range(s) for this Request for Proposal:

Architectural and Engineering Services (A/E):

MBE Ranges 15% - 20%

WBE Ranges 10% - 15%

DSBE Ranges Encouraged

Construction and Renovation Improvements:

MBE Ranges 20% - 25%

WBE Ranges 10% - 15%

DSBE Ranges Encouraged

Operations and Maintenance (including food court and related supplies):

MBE Ranges 10% - 15%

WBE Ranges 10% - 15%

DSBE Ranges Encouraged

These participation ranges serve exclusively as a guide in determining Respondent responsibility. These ranges represent the percentage of MBE, WBE and DSBEs participation that should be attained from business opportunities available in this RFP absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of MBEs, WBEs and DSBEs to perform various elements of the contract.

A. Solicitation for Participation and Commitment.

1. Respondent must submit an S & C Form responsive to each of the range(s) established for this Request for Proposal. If Respondent does not make commitments within each of the established ranges, Respondent must request a reduction of participation by providing a brief narrative statement for not achieving the participation range(s) on its firm's *letterhead* and signed by its *Chief Executive Officer (CEO)* or their designee.

(a) S & C Form. Respondent must demonstrate that its firm did not discriminate in the subcontracting of work for the contract. To do so, Respondent must complete the S & C Form. The S & C Form shall contain:

- The company name, address, contact name, telephone number, fax number and MBEC certification number of each MBE, WBE and Ds-BE solicited for participation in the contract, regardless of whether commitments resulted from this solicitation. If Respondent receives unsolicited quotations from a MBE(s), WBE(s) or DSBE(s) or if Respondent makes solicitations of MBE(s), WBE(s) or DSBE(s) but receives no quotations, these MBE(s), WBE(s) or DSBE(s) must also be identified on the S & C Form if you do not achieve the ranges for participation.

WBE and/or DSBE partner, Respondent must complete and submit with the proposal, in addition to the S & C Form, the Joint Venture Eligibility Information Form available at the Office of the MBEC.

- A detailed description of the services/supply effort that was solicited and a quotation received for each MBE, WBE or DSBEs. This description shall include the services or the supply effort solicited/quoted, describing such service or supply effort as it relates to a distinct element of the contract as determined by the RFP. Respondents should avoid utilizing one-word descriptions of the services to be performed or the material to be supplied and should provide a detailed description.
- Disclosure of any second tier subcontracts. If the listed MBE, WBE or DSBE subcontractor with whom Respondent has a commitment, intends to subcontract more than ten percent (10%) of the described work (not including the cost of materials, equipment or supplies incident to the performance of services under the contract), Respondent must provide, on a duplicate copy of the S & C Form, the name and address of each second tier subcontractor(s) (identifying whether it is or is not a MBE, WBE or DSBEs), a detailed description of the services, and dollar amount of the subcontracted services.
- The dollar amount and percentage of commitment made reflected by the quotation provided to Respondent by each identified MBE, WBE and/or DSBEs.
- The reason(s) if no commitment is made or no quote is received from each identified MBE, WBE and/or DSBEs.

Upon completion of the **S & C Form(s)**, Respondent should indicate at the bottom of each form the total percentage commitment made to the type of business. If the total percentage commitment is less than that established for this RFP, Respondent must request a reduction of participation by providing a brief narrative of Respondent's reasons for not achieving the participation range(s).

B. Request for Reduction of Participation.

1. If Respondent does not fully meet each of the range(s) for participation established for this RFP, Respondent must request a reduction of participation by submitting a brief narrative, on its company's letterhead, documenting Respondent's reasons for not making commitments commensurate with the participation ranges. The narrative shall contain and discuss, at a minimum, the following:

- (a) If no MBE/WBE/DSBEs were solicited for the type of services or materials to be contracted, please give reason(s) why no such solicitation was made.
- (b) Indicate whether any non-MBE/WBE/DSBEs were solicited for the type of services to be contracted for, whether quotes were received and whether any commitments resulted therefrom;
- (c) Provide reasons for not committing with MBE/WBE/DSBEs that have submitted a quote, regardless of whether the quote was solicited by Respondent.
- (d) Provide any additional evidence pertinent to Respondent's conduct relating to this RFP including sufficient evidence which demonstrates to the MBEC that Respondent has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing Respondent's affirmative actions, Respondent may submit any corroborating documentation (e.g., copies of advertisements for participation).

2. The Respondent's narrative will be reviewed to ascertain whether discrimination has occurred in the solicitation or selection of contract participants. The approval/disapproval review will include consideration of the following:

- (a) Whether the Respondent's actions were motivated by considerations of race or gender or disability. For example, the MBEC may investigate the Respondent's contracting activities and business practices on similar public and private sector contracts;
- (b) Whether MBE/WBE/DSBEs were treated as equally as other businesses in the solicitation and commitment process. For example, the MBEC will investigate whether MBE/WBE/DSBEs are given the same information, access to the RFP and amount of time to prepare a quote as others who were solicited. The MBEC will also investigate whether MBE/WBE/DSBEs were accorded the same level of outreach as non-MBE/WBE/DSBEs, for example whether Respondent short listed MBE/WBE/DSBEs for participation in the contractor negotiated subcontract opportunities;
- (c) Whether the Respondent's solicitation and commitment decisions were based upon policies which disparately affect MBE/WBE/DSBEs.

C. Proposal Evaluation.

If Respondent has submitted a Proposal within each of the projected range(s) for MBE, WBE and DSBEs participation, we will rebuttably presume that the Respondent has not discriminated in its selections and will be considered responsive and responsible. If Respondent has not submitted a Proposal within the projected range(s), the MBEC will evaluate whether discrimination has occurred. After review of Respondent's submission and any other evidence MBEC deems relevant to its evaluation, the MBEC will make a recommendation to the Department Head or his/her designee. If the Department head, after review of the MBEC's recommendation and supporting documentation concurs that discrimination has occurred, Respondent will be deemed not responsible and its proposal rejected.

A Proposal so rejected (due to a determination of discrimination) may result in the suspension of the Respondent from submitting future Proposal and/or participating in any future City contracts for a period of up to three (3) years.

GENERAL PROVISIONS

1. Any M/W/DSBEs that is listed on the S & C Form or the Joint Venture Eligibility Information Form must be certified by the MBEC in accordance with Executive Order 02-05 in order to be credited towards the participation range(s) to the RFP or in the case of a **Joint Venture Agreement**, prior to the contract award.

2. No Respondent that seeks to meet the participation range(s) by entering into subcontracts with any M/W/Ds-BE subcontractor shall be considered to meet the participation range(s) if the M/W/DSBEs subcontractor does not perform a commercially acceptable function ("CAF"). A M/W/DSBE is considered to perform a CAF when it engages in meaningful work that provides for a distinct element of the subcontract (as required by the services to be performed in accordance with this RFP). The distinct element is worthy of the dollar amount of the subcontract value and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved. The MBEC may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF. If it is determined during the review of the **S & C Form** that the work described on the form does not constitute a CAF, the proposal may be rejected.

3. Listing of a M/W/DSBEs as a subcontractor on the **S & C Form**, constitutes a representation by Respondent, that such M/W/DSBEs is capable of completing the subcontract with its own workforce, and that the Respondent has made a **BINDING COMMITMENT** with the firm prior to the submission of the **S & C Form**. This listing is also a representation by Respondent that if awarded the contract, Respondent will subcontract with the listed firm(s) for the work described and dollar/percentage amount(s) set forth on the **S & C Form**, unless the City alters the scope of services prior to the commencement of the contract. M/W/DSBEs percentage commitments are to be maintained throughout the term of the contract and shall apply to the total dollar amount of the contract and any additional increases.

4. If a joint venture arrangement has been entered into with a MBE, WBE or DSBE, the following criteria must be met in order to receive credit toward the participation range:

- The MBE, WBE or DSBE partner(s) must be certified by the MBEC;
- The MBE, WBE or DSBE partner(s) must derive substantial benefit from the arrangement;
- The MBE, WBE or DSBE partner(s) must be substantially involved in all phases of the contract including, but not limited to, the performance, with its own workforce, of a portion of the on-site work where appropriate, and administrative responsibilities such as bidding, planning, staffing and daily management;
- The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interests, contributes working capital and other resources, etc).

- If Respondent has entered into a joint venture arrangement, the joint venture partners must complete and submit a "Joint Venture Eligibility Information Form" (available at the MBEC Office). This form should be submitted with the proposal and the form will be reviewed by the MBEC or approval or disapproval of the joint venture arrangement. If the joint venture arrangement is not approved by the MBEC, Respondent will not receive credit toward the applicable participation range(s) and the proposal may be rejected.

5. In calculating the percentage of participation by a M/W/DSBE, Respondent shall apply the standard mathematical rules in rounding off numbers. For example, if the stated MBE participation range is 15% - 25%, the MBE participation must equal 14.5% or greater to fall within the range. In the event of an inconsistency between the dollar and percentage amounts listed on the S & C Form, the percentage will govern.

6. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE, MBE and DSBE or WBE and DSBE), will only be credited in **one** category i.e., either as a MBE, WBE or DSBE; Respondents will designate on the **S & C Form** which category, MBE, WBE or DSBE, is submitted for credit.

7. Certification of a business by the MBEC shall not be a representation of the firm's financial or technical ability to perform specified work. The City reserves the right to evaluate a firm's ability to satisfy financial, technical or other criteria separate and apart from certification before or after selection of the successful Respondent or award of the contract.

8. If Respondent is a certified M/W/DSBE submitting a proposal as a prime Respondent, Respondent must still respond to the participation range(s) specified in this RFP unless Respondent requests and receives a reduction in participation; a certified M/W/DSBE submitting a proposal as the prime Respondent **will** receive credit toward the ranges for its own work on this RFP, and must seek to fulfill the other applicable ranges. The participation of an MBE, WBE or DSBEs who is a part of a joint venture created for this contract, may be credited towards the applicable participation range to the extent of the partner's ownership interest in the joint venture provided that the joint venture arrangement is acceptable to the MBEC.

9. Except as otherwise provided herein, no changes or modifications to the participation arrangements specified on the **S & C Form** or Joint Venture Eligibility Information Form, including but not limited to substitutions for the listed firms, changes or reductions in described work and/or listed dollar/percentage amounts, shall be permitted.

- (a) Following contract award, the successful Respondent may, under appropriate circumstances and with the prior written approval of the MBEC, make changes or modifications to the participation arrangements contained in its original submission. Requests for such changes or modifications must be submitted to the MBEC in writing with appropriate justification.
- (b) The MBEC may from time to time request revised form(s) or other documentation from the successful Respondent to ensure

- (c) compliance with the change order/amendment provision set forth in Paragraph 11.

10. Notwithstanding compliance with the requirements set forth herein, the City reserves the right to reject any or all Proposals as deemed in the best interest of the City.

11. In the event the successful Respondent's contract is increased by change order (sometimes referred to as a modification) and/or amendment, it shall be the responsibility of the successful Respondent to apply the participation range(s) to the amended amount in order to maintain the participation range(s) committed to on the total dollar amount of the contract at the time of contract completion.

12. The successful Respondent agrees to cooperate with the MBEC in its compliance monitoring efforts and to submit, within the time limits prescribed by the MBEC, all documentation which may be requested by the MBEC, including but not limited to, copies of subcontracts with the M/W/DSBEs, invoices, telephone logs and correspondence with the M/W/DSBEs, canceled checks, etc. These documents shall be maintained by the successful Respondent for a period of three (3) years following acceptance of final payment under the contract. The successful Respondent also agrees to submit reports and other documentation to the MBEC as deemed necessary by the MBEC to ascertain the successful Respondent's fulfillment of its M/W/DSBE participation commitments.

13. It is understood and agreed that the successful Respondent's compliance with the requirements for participation is material to the contract. Any failure to comply with these requirements shall constitute a substantial breach of the contract. It is understood and agreed that if the Director of Finance determines that the successful Respondent hereunder has failed to comply with the requirements for M/W/DSBE participation, the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:

- (a) Withhold payment(s) or any part thereof until corrective action is taken.
- (b) Terminate the contract, in whole or in part.
- (c) Suspend the successful Respondent from proposing on and/or participating in any future City contracts for a period of up to three (3) years.
- (d) Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the shortfall toward the applicable M/W/DSBEs commitment.

(NOTE): The "total dollar amount of the contract" shall include approved change orders and amendments.)

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Should you have any questions related to the Contract Provisions, please email [econtractphilly@phila.gov](mailto:econtractphilly@phila.gov).

## APPENDIX 4

### INDEMNIFICATION AND INSURANCE

#### **I. Indemnification**

A. Concessionaire shall promptly indemnify, defend and hold harmless the City, its officials, officers, employees, agents, successors and assigns, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liabilities and expenses, occasioned wholly or in part by Concessionaire's act or omission or negligence or fault, or the act or omission or negligence or fault of Concessionaire's agent, Subcontractors, suppliers, employees or servants, arising under or related to the Concession Agreement, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay Subcontractors or suppliers, any breach of the Concession Agreement, and any infringement or violation of any proprietary right (including, but no limited to patent, copyright, trademark, service mark and trade secret).

B. If any action or proceeding is brought against the City relating to any matter for which the Concessionaire has indemnified the City, then, upon written notice from the City to the Concessionaire, the Concessionaire shall, at its sole cost and expense, promptly resist or defend the action or proceeding by counsel approved by the City in writing. The Concessionaire is not obligated to obtain the City's approval in each and every instance where the claim is resisted or defended by counsel of an insurance carrier obligated to resist or defend the claim.

C. Concessionaire's obligations under this Appendix 4, Part 1, shall survive the Concession Agreement Ending Date.

#### **2. Release**

In consideration of the License given to Concessionaire by the City, Concessionaire, for itself and its officers, employees, representatives, agents, Subcontractors, successors and assigns, and any person claiming by, through, or under them or any of them (collectively, the "**Releasors**"), remises, quitclaims, releases and forever discharges the City and the Commission, and their respective officials, officers, employees, agents, successors and assigns (acting officially or otherwise) (collectively, the "**Releasees**"), from any and all, and all manner of, actions and causes of action, suits, claims, liabilities and demands whatsoever in law or in equity (collectively, "**Claims**") which the Concessionaire or any of the Releasors may have against the City or any of the Releasees, relating in any way to (1) any condition of the Facilities or any other part of the Fairmount Park system during the exercise of the License under Concession Agreement and (2) the entry onto the Facilities pursuant to the Concession Agreement by

the Concessionaire, its Subcontractors, and any of the Releasors, or (3) relating in any way to Concessionaire's or its Subcontractors' exercise of any rights or performance of any obligations under the Concession Agreement. The release given by the Releasors to the Releasees under this Section 4.4 shall survive the Concession Agreement Ending Date.

### 3. Insurance

A. On or before the Commencement Date, the Concessionaire shall promptly procure and throughout the Term must maintain, at its sole cost and expense, the types and minimum limits of insurance coverage specified below. Concessionaire shall procure all the required insurance from reputable insurers who are acceptable to the City and authorized to do business in the Commonwealth of Pennsylvania. Concessionaire shall cause the insurance policies to provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled, non-renewed, or scheduled to lapse. All insurance required in this Appendix 4 must be written on an "occurrence" basis and not a "claims-made" basis, unless otherwise noted below.

1. Workers' Compensation and Employers' Liability
  - a. Workers Compensation – Statutory Limits;
  - b. Employers Liability:
    - \$500,000 Each Accident - Bodily Injury by Accident;
    - \$500,000 Each Employee - Bodily Injury by Disease;
    - \$500,000 Policy limit - Bodily Injury by Disease;
  - c. Other states endorsement including Pennsylvania.
2. General Liability Insurance
  - a. Limits of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; and \$1,000,000 products and completed operations.
  - b. Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors; employees and volunteers as additional insureds; cross liability and broad form property damage (including completed operations).
3. Automobile Liability
  - a. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage.
  - b. Coverage: owned, non-owned and hired vehicles.

4. Umbrella Liability  
Limits totaling \$5,000,000 per occurrence when combined with insurance required under the Employers Liability, General Liability and Automobile Liability coverage noted in A. through C. above.
5. Liquor Liability  
Limit of Liability: \$2,000,000 per occurrence combined single limit for liability arising out of the manufacture, distribution, sale or service of alcoholic beverages, if applicable.
6. Builders Risk  
During any period of construction, including but not limited to the Initial Capital Improvements, Concessionaire (or Concessionaire's general contractor or other Subcontractors) shall maintain "all risk" builder's risk insurance in an amount equal to the anticipated completion value of the project under construction. The coverage shall remain in full force and effect during any period of construction or improvements.
7. All Risk" Property Insurance  
Covering all improvements, betterments, equipment, trade fixtures, merchandise, business personal property and any other property in Concessionaire's care, custody and control in an amount equal to the full replacement cost with no penalty for coinsurance, and with an endorsement naming the City as "loss payee."
8. Boiler and Machinery Insurance  
Against loss or damage from explosion, erupting, collapsing, exploding or mechanical breakdown of boilers or pressure vessels and all equipment parts thereof and appurtenances attached hereto the extent applicable to the premises.
9. Business Interruption Insurance  
Covering loss of profits, annual concession fee (in an amount equal to annual concession fee for one year) and necessary continuing expenses for interruptions caused by any one occurrence covered by the insurance referred to in subsections II(G) and II(H).
10. Professional Liability Insurance  
For any architectural and/or engineering services at a limit of \$1,000,000 with a deductible not to exceed \$50,000 covering error and omissions, if applicable. This coverage may be written on a "claims-made" basis provided that coverage for occurrences happening during the performance of services required under the contract shall be maintained in full force

and effect under the policy or “tail” coverage for a period of at least two (2) years after the completion of the services.

11. Concessionaire shall cause the City, its officials, officers, employees and agents, to be named additional insureds on all policies required under this Appendix 4 except the Workers Compensation and Employers’ Liability and Professional Liability insurance. Concessionaire shall cause such policies to include an endorsement stating that the coverage afforded the additional insureds is primary to any other coverage available to them.
12. Concessionaire shall cause original certificates of insurance to be delivered to the City’s Risk Manager at: City of Philadelphia, Division of Risk Management, One Benjamin Franklin Parkway – 14<sup>th</sup> Floor, 1515 Arch Street, Philadelphia, PA 19102, within ten (10) days after the execution date of the Concession Agreement and at least ten (10) days before each Renewal Term, if any. Concessionaire shall cause the actual endorsement adding the City as an additional insured to be also submitted to the City’s Risk Manager at the above address.
13. The insurance requirements set forth in this Appendix 4 do not modify, limit or reduce Concessionaire’s indemnifications of the City under this Appendix 4, the RFP, and the Concession Agreement.

**B. Self-Insurance**

The Concessionaire may not self-insure any of the coverages required under this Appendix 4, the RFP, or the Concession Agreement, without the prior written approval of the City’s Risk Manager. In the event that the Concessionaire wants to self-insure any of the coverages listed above, it shall submit to the City’s Risk Manager, prior to the Commencement Date, a certified copy of Concessionaire’s most recent audited financial statement, and such other evidence of its qualifications to act as self-insurer (e.g. state approval) as may be requested by the City’s Risk Manager. In the event the City’s Risk Manager approves the Concessionaire’s proposed self-insurance, Concessionaire acknowledges and agrees that the City, its officials, officers, employees, agents, successors and assigns shall be entitled to receive the same coverages and benefits under Concessionaire’s self-insurance program that they would have received had the insurance requirements been satisfied by a reputable carrier authorized to do business in the Commonwealth of Pennsylvania or otherwise acceptable to the City of Philadelphia. If at the time of the Commencement Date Concessionaire self-insures its workers’ compensation and employer’s liability coverage, Concessionaire may, in lieu of the foregoing, furnish the City a current copy of the state certification form for self-insurance or a current copy of the State Insurance Commissioner’s letter of approval, whichever is appropriate.

**C. Insurance Not a Limit of Liability.** The insurance (including self-insurance) requirements set forth in this Appendix 4, the RFP, and the Concession Agreement, do not modify, limit or reduce Concessionaire's obligations to indemnify, defend, and hold harmless the City under this Appendix 4, the RFP, or the Concession Agreement, and do not limit Concessionaire's liability under the Concession Agreement to the limits of the policies of insurance (or self-insurance) required to be maintained by Concessionaire.

**D. No Blanket Insurance.** Concessionaire shall not take out insurance of the kind and in the amounts provided for in this Appendix 4 under any blanket insurance policy that covers other properties owned or operated by Tenant or its Related Companies.

**E. Proceeds for Property Damage.** Concessionaire shall cause all proceeds of property damage and Builder's Risk policies to be payable to the City to use the restoration or repair of the Facilities.

**F. Waiver of Subrogation.** Concessionaire shall cause each policy of insurance required under this Appendix 4, excepting Worker's Compensation policies, to include a provision for a waiver of subrogation in favor of City and Concessionaire.

**G. Fidelity Bond.** Concessionaire shall, at its sole cost and expense, obtain and maintain during the initial Term and any Renewal Term(s) of the Concession Agreement, a fidelity bond in an amount equal to \$500,000, covering Concessionaire's employees who have financial responsibilities related to the receipt and disbursement of funds under the Concession Agreement. In lieu of a fidelity bond, Concessionaire may obtain coverage for crime insurance with limits of (a) \$500,000. The fidelity bond or crime insurance, whichever is obtained by Concessionaire, shall name the Commission as a beneficiary. The Concessionaire shall submit evidence of the existence of the fidelity bond or crime insurance to the City prior to the Commencement Date.

**H. Increase In Insurance Amounts.** From time to time, but not more than once each year, the City may, in its reasonable discretion, require the Concessionaire to obtain additional types and amounts of insurance, or either of them, than what Concessionaire is obligated to obtain and maintain under this Appendix 4, Part 3.

**FORM A**

**CONCESSION FEE**  
**PROPOSAL FORM**

Concession Fee (MAG + Percentage Fee) for operation, management and maintenance of the Facilities:

2008: \$ \_\_\_\_\_ plus \_\_\_\_\_ % of Gross Revenues above \$3 million.  
MAG at least \$350,000 min. 10% (Percentage Fee)

2009: \$ \_\_\_\_\_ plus \_\_\_\_\_ % of Gross Revenues above \$3 million.  
MAG at least \$350,000 min. 10% (Percentage Fee)

2010: \$ \_\_\_\_\_ plus \_\_\_\_\_ % of Gross Revenues above \$3 million.  
MAG at least \$350,000 min. 10% (Percentage Fee)

2011: \$ \_\_\_\_\_ plus \_\_\_\_\_ % of Gross Revenues above \$3 million.  
MAG at least \$350,000 min. 10% (Percentage Fee)

2012: \$ \_\_\_\_\_ plus \_\_\_\_\_ % of Gross Revenues above \$3 million.  
MAG at least \$350,000 min. 10% (Percentage Fee)

***Renewal Term (if applicable)***

2013: \$ \_\_\_\_\_ plus \_\_\_\_\_ % of Gross Revenues above \$3 million.  
MAG at least \$350,000 min. 10% (Percentage Fee)

2014: \$ \_\_\_\_\_ plus \_\_\_\_\_ % of Gross Revenues above \$3 million.  
MAG at least \$350,000 min. 10% (Percentage Fee)

2015: \$ \_\_\_\_\_ plus \_\_\_\_\_ % of Gross Revenues above \$3 million.  
MAG at least \$350,000 min. 10% (Percentage Fee)

2016: \$ \_\_\_\_\_ plus \_\_\_\_\_ % of Gross Revenues above \$3 million.  
MAG at least \$350,000 min. 10% (Percentage Fee)

2017: \$ \_\_\_\_\_ plus \_\_\_\_\_ % of Gross Revenues above \$3 million.  
MAG at least \$350,000 min. 10% (Percentage Fee)

**FORM B**

**ANNUAL CAPITAL PAYMENT**  
**PROPOSAL FORM**

Annual Capital Payment (Fixed Capital Payment or Percentage Capital Payment) into Capital Escrow Account for repairs, replacements, and improvements at the Facilities.

2008: \$ \_\_\_\_\_ or \_\_\_\_\_ % of Gross Revenues.  
          minimum \$150,000           min. 5%  
          (Fixed Capital Payment)       (Percentage Capital Payment)

2009: \$ \_\_\_\_\_ or \_\_\_\_\_ % of Gross Revenues.  
          minimum \$150,000           min. 5%  
          (Fixed Capital Payment)       (Percentage Capital Payment)

2010: \$ \_\_\_\_\_ or \_\_\_\_\_ % of Gross Revenues.  
          minimum \$150,000           min. 5%  
          (Fixed Capital Payment)       (Percentage Capital Payment)

2011: \$ \_\_\_\_\_ or \_\_\_\_\_ % of Gross Revenues.  
          minimum \$150,000           min. 5%  
          (Fixed Capital Payment)       (Percentage Capital Payment)

2012: \$ \_\_\_\_\_ or \_\_\_\_\_ % of Gross Revenues.  
          minimum \$150,000           min. 5%  
          (Fixed Capital Payment)       (Percentage Capital Payment)

***Renewal Term (if applicable)***

2013: \$ \_\_\_\_\_ or \_\_\_\_\_ % of Gross Revenues.  
          minimum \$150,000           min. 5%  
          (Fixed Capital Payment)       (Percentage Capital Payment)

2014: \$ \_\_\_\_\_ or \_\_\_\_\_ % of Gross Revenues.  
          minimum \$150,000           min. 5%  
          (Fixed Capital Payment)       (Percentage Capital Payment)

2015: \$ \_\_\_\_\_ or \_\_\_\_\_ % of Gross Revenues.  
          minimum \$150,000           min. 5%  
          (Fixed Capital Payment)       (Percentage Capital Payment)

2016: \$ \_\_\_\_\_ or \_\_\_\_\_ % of Gross Revenues.  
          minimum \$150,000           min. 5%  
          (Fixed Capital Payment)       (Percentage Capital Payment)

2017: \$ \_\_\_\_\_ or \_\_\_\_\_ % of Gross Revenues.  
          minimum \$150,000           min. 5%  
          (Fixed Capital Payment)       (Percentage Capital Payment)

**FORM C**

**INITIAL CAPITAL IMPROVEMENT  
PROPOSAL FORM**

for the Fairmount Park Commission

Initial Capital Improvements for the Facilities. [Respondents may attach additional sheets if necessary to fully describe proposed projects.]

**1. *Cobbs Creek Golf Club (Olde Course and Karakung Course)***

Initial Capital Improvement: \$ \_\_\_\_\_

Proposed projects:

**2. *FDR Golf Club***

Initial Capital Improvement: \$ \_\_\_\_\_

Proposed projects:

**3. *John F. Byrne Golf Club***

Initial Capital Improvement: \$ \_\_\_\_\_

Proposed projects:

**4. *City Line Sports Center***

Initial Capital Improvement: \$ \_\_\_\_\_

Proposed projects:

**FORM D**

**SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM**

**EXHIBIT "C"**

**Concessionaire's Proposal**



# BILLY CASPER G O L F

October 1, 2007

## VIA HAND DELIVERY

Municipal Services Building  
Room 170-A  
1401 J.F.K. Boulevard  
Philadelphia, PA 19102

Re: Response to Request for Proposal, RFP C-103-08 – Concession for Management and Operation of Golf Courses and Sports Center in Fairmount Park

Thank you for the opportunity to submit the enclosed information in response to the above-referenced Request for Proposals. Billy Casper Golf, LLC. ("BCG") possesses the necessary experience, skills, and financial resources to operate the City of Philadelphia's Golf Courses and Sports Center ("CPGC") successfully. Our combination of experience, capabilities, and success in **competitive golf markets**, and **(51) fifty municipal clients**, uniquely qualifies BCG to provide management and operations services for CTGC.

We have been fortunate to experience the amazing evolution of public golf in the United States. Competition in our industry has increased at a rapid rate and the benchmark for achieving and maintaining success has been raised. To the golfer, this translates into a better variety and more choices of courses. For the golf course owner and operator, however, this means implementing **higher service standards**, providing better conditions and amenities, and developing more creative **marketing programs to attract, retain and service our customers**.

BCG's unique and successful approach to the operation of golf courses separates us from other management companies. Specifically:

- BCG is the most innovative management company in the industry;
- The owners of BCG, including myself, are active in day-to-day management oversight of all the courses in our portfolio;
- BCG's regional and national corporate structure provides expert supervision, direction, and service in the areas of golf course operations and management, agronomy, sales and marketing, publicity and media relations, accounting, and human resources;
- BCG's operating philosophy and comprehensive training programs serve as beacons in attracting and retaining the most qualified staff; and
- BCG shares in its success with our partners--both golf course owners and its employees.

BILLY CASPER GOLF MANAGEMENT • BUFFALO COMMUNICATIONS • BUFFALO GOLF TRAIL

8300 Boone Boulevard, Suite 350 Vienna, Virginia 22182 703.761.1444 tel 703.893.3504 fax [www.billycaspergolf.com](http://www.billycaspergolf.com)

BCG has a proven history of successfully opening and operating golf courses throughout the United States. The following factors affirm BCG's capabilities and suitability for selection by the City to operate its golf course:

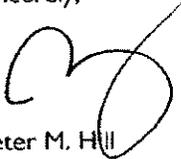
- Our proven and substantial capability to achieve multiple objectives for municipal and public-agency courses, including both financial success and improved public perception;
- Our clear and efficient policies and procedures, our timely and accurate financial reporting, and our "open book" approach to financial management and record keeping;
- Our staff's commitment and understanding to "SCoRE" in each and every touchpoint with our customers; **S**afety, **C**ourtesy, **R**esponsiveness, and **E**fficiency are BCG guidelines for all staff interactions with our clientele.

In summary, BCG's philosophy is embedded in the belief that success in operating golf courses lays in the quality of conditions and amenities, marketing programs, and SCoRE services offered to its customers. The entire BCG team has made a commitment to the City to operate the golf courses at the highest level of professionalism and quality and provide a seamless transition for the golfing patron. We believe that the presentation and service to the patrons will thrive under our management, thereby increasing the financial return and public perception for the City and BCG.

Again, thank you for the opportunity to submit the enclosed response. Should you have any questions or require further information, please contact Mike Cutler or myself at (703) 761-1444.

We look forward to the opportunity of meeting with you.

Sincerely,



Peter M. Hill  
Chief Executive Officer

Enclosures

cc: Michael Cutler, VP Business Development

**BILLY CASPER GOLF, LLC**

**RESPONSE TO**

**CITY OF PHILADELPHIA, PENNSYLVANIA  
FAIRMOUNT PARK COMMISSION  
REQUEST FOR PROPOSAL  
RFP C-103-08**

**CONCESSION FOR MANAGEMENT AND OPERATION OF GOLF  
COURSES AND SPORTS CENTER IN FAIRMOUNT PARK**

**October 2, 2007**

**Billy Casper Golf, LLC  
8300 Boone Blvd  
Suite 350  
Vienna, VA 22182**

**Contact: Mike Cutler  
703.761.1444 x 387  
mcutler@billycaspergolf.com**



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City of Philadelphia, Pennsylvania  
RFP for Fairmount Park Commission  
Golf Courses and Sports Center  
October 2007

## OVERVIEW

### **History**

Fairmount Park was established as a multi purpose recreational amenity serving the residents of Philadelphia. Park amenities include: ball fields, lakes, walking and hiking trails, picnic groves and golf courses. The Fairmount Park Commission ("FPC") courses were designed to be an integral component of Fairmount Park. The golf courses have played an important role in the history of golf in Philadelphia and the Delaware Valley for over 90 years. Many of the City's most influential business leaders were first introduced to the game of golf at the FPC courses. The design of Cobb's Creek Olde Course has been attributed to Hugh Wilson whose only other golf course design is the famed Merion Golf Club East Course in Ardmore.

The golf course facilities have strong infill locations in densely populated areas of the City of Philadelphia. Each of the courses has a "Parkland" design and a traditional "Core" routing with the only housing located along the perimeters. The terrain at FDR is relatively flat while the two courses at Cobb's Creek and John F. Byrne offer some very interesting changes in elevation. All of the courses are relatively short by modern standards however the lack of distance is more than compensated by small greens, narrow fairways, numerous water hazards and undulated terrain. Each course provides an enjoyable and challenging golfing experience for golfers with a wide range of ability levels. The Olde Course at Cobb's Creek is considered the premium course of the group. In addition to its design credentials, the course has a long history of hosting both amateur and professional tournaments.

During the past fifteen years the courses have been managed by a variety of third party management companies with a pattern of being operated on limited operating budgets with necessary capital expenditures being deferred and unfunded. The result has been declining course conditions, dissatisfied customers, and steadily decreasing rounds. The golf courses which once served as source of pride for the Fairmount Park Commission and the City of Philadelphia now occupy the lower rungs in the greater-Philadelphia golf market.

Throughout the United States, the recent trend in municipal golf is to offer high levels of service and course conditioning at affordable prices. Municipal courses in Chicago, Cincinnati, New Jersey, and Wilmington have all upgraded their courses to the delight of their residents. In the past few years several new competitive daily fee courses have opened in the surrounding suburban areas including Island Green GC, River Winds GC, and The Golf Club at Glen Mills providing superior alternatives to the golfing public. The City of Wilmington, Delaware is in the process of completing a total renovation of the golf course and clubhouse at Rock Manor GC. The course will be repositioned as an affordable upscale daily fee course. The FPC courses are at a competitive disadvantage with respect to the service levels and playing conditions offered by these new courses.



### **Present Conditions**

Representatives from Billy Casper Golf visited four FPC golf facilities: Cobb's Creek GC, Franklin D. Roosevelt GC, John F. Byrne GC, and The City Line Sports Center in an effort to determine the capital requirements necessary to restore the golf courses to a competitive level. The following list summarizes our observations from the site visits – and highlights the primary areas identified as requiring attention:

- Poor turf conditions on tees, fairways, roughs and green surrounds
- Antiquated and obsolete manual irrigation systems
- Numerous breaks and cracks in irrigation lines resulting in leaks
- Insufficient irrigation coverage in fairways, roughs and tees
- Poor drainage resulting in flooding conditions, requiring course closings
- Two greens at Cobb's Creek Olde Course requiring replacement
- Old and worn maintenance equipment
- Overgrown trees and shrubs preventing air circulation and sunlight
- Overgrown or absence of landscaping
- Insufficient cart path coverage and existing cart paths in extreme disrepair
- Bunkers in disrepair and in need of drainage and fresh sand
- Tees too small to handle the amount of traffic
- Overgrown and untrimmed vegetation in and around wetland areas and creeks
- Driving ranges with requiring netting replacement and worn mats and turf hitting areas
- Lack of outing facility at the 36-hole Cobb's Creek facility

Most of the capital requirements are directly related to an aging infrastructure and require a significant infusion of capital including, irrigation systems, cart paths, drainage, bunker renovations and driving range nets. Additional recurring capital is required for ongoing repair and replacement of maintenance equipment, cart paths, bunkers and golf carts.

BCG has determined that completion of all of the necessary improvements would require an initial capital investment of approximately \$2.375 million.

### **Current Request for Proposal**

Billy Casper Golf ("BCG") has reviewed the Request for Proposal ("RFP") issued by the FPC for a five year license/lease of four golf facilities Cobb's Creek GC, Franklin D. Roosevelt GC, John F. Byrne GC, and The City Line Sports Center.

BCG recognizes that all of the golf courses require an immediate infusion of capital in order to continue operations. The establishment of a Capital Fund supported by annual contributions is necessary to ensure the continued maintenance and enhancement of the assets.



## A. COMPANY PROFILE, ORGANIZATION, AND PERSONNEL

### I. MANAGEMENT EXPERIENCE

Billy Casper Golf, LLC ("BCG") is a Virginia Corporation originally established in 1989 as "Billy Casper Design and Management, Inc." Since 1989, BCG has successfully developed, managed, and maintained golf courses for public agencies and private owners, growing into the most innovative and progressive golf course management company in the nation. BCG has **eighteen (18) years of experience** in the comprehensive management of golf courses, the **majority of which are municipally-owned**.

**PGA Tour Legend Billy Casper**, who captured two U.S. Open wins and a Masters Championship, partnered with Peter M. Hill, Chairman and Chief Executive Officer and Robert C. Morris, Vice Chairman to found the company in Northern Virginia, now the location of our national headquarters. Building the **industry's most talented Team** of operators, golf professionals, agronomists, marketers, publicists, and accountants, Hill and Morris set out to accomplish a vision – a vision that would change how business is done in the golf course management industry.



Today the firm's reach stretches from Hawaii to Massachusetts, Washington State to Florida, encompassing **seventy-five (75) managed golf facilities**, fifty-one (51) of which are municipally-owned. Regional offices are maintained across the U.S., giving us a corporate presence in California, Florida, Hawaii, Illinois, Maryland, New Jersey, New York, Ohio, Virginia, and Washington State.

Our **Public Relations** division - Buffalo Communications - promotes dozens of destinations, products, and players in the golf industry around the globe, and maintains offices in New York, Texas, Virginia, and Washington.

BCG provides our clients with comprehensive management services, including:

- Planning & Budgeting
- Staffing & Personnel Management
- Golf Operations
- Retail Merchandising
- Food & Beverage
- Player Development
- Agronomy & Maintenance
- Marketing & Sales
- Publicity & Media Relations
- Accounting & Legal
- Information Technology
- Capital Projects



More than **three million rounds of golf are played annually** at BCG-managed golf courses nationwide, or about 8,200 per day, every day. We serve nearly **500,000 golfers** with our **team of 3,000 employees** whose job it is to treat each customer to an enjoyable experience every time they visit our courses.

Per section 6.5.4 of the RFP, Billy Casper Golf, LLC

Date of incorporation: December 2003  
State of incorporation: Virginia

Corporate Officers: Peter M. Hill  
CEO & Chairman  
8300 Boone Blvd, Suite 350  
Vienna, VA 22182

Robert C. Morris  
Vice Chairman  
8300 Boone Blvd, Suite 350  
Vienna, VA 22182



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City of Philadelphia, Pennsylvania  
RFP for Fairmount Park Commission  
Golf Courses and Sports Center  
October 2007

## **CORPORATE PERSONNEL**

BCG's corporate team provide professional management support services, including oversight and implementation of all golf, agronomic and maintenance, and retail and food and beverage operations; budgeting, accounting and financial statement preparation; and development and implementation of marketing, publicity, sales, and customer service and retention programs. Those marked with an asterisk ("\*") are field-based. Following is a list of corporate personnel:

### **Executive**

- Peter M. Hill, Chairman and Chief Executive Officer
- Robert C. Morris, Vice Chairman
- W. D. "Denny" Minami, President

### **Operations**

- Joseph D. Livingood, Senior Vice President
- Bill Rehanek, PGA, Senior Vice President\*
- R. Joseph Goodrich, PGA, Senior Vice President
- Tom Barrett, PGA, Regional Vice President\*
- Tony Cianci, PGA, Regional Vice President\*
- Brian O'Hare, Regional Vice President\*
- Frank Cosentino, Regional Manager\*
- Bob Geppert, Regional Manager\*
- Joel Gohmann, PGA, Regional Manager\*
- Ed Kageyama, PGA, Regional Manager\*
- Jason Lenhart, PGA, Regional Manager\*
- Steve Pacella, PGA, Regional Manager\*
- Jered Wieland, PGA, Regional Manager\*
- Gary Roeder, National Merchandise Manager\*

### **Agronomy**

- Bryan Bielecki, GCSAA, Vice President, Director of Agronomy
- Dan Evers, GCSAA, Regional Superintendent\*
- Paul Holzderber, GCSAA, Regional Superintendent\*
- Jim Wyfles, GCSAA, Regional Superintendent\*

### **Marketing**

- John R. Seabreeze, Vice President
- Jonathan Vassil, Director of Marketing
- Charles Kohut, Sales & Marketing Director\*
- Jill Timon, Sales & Marketing Director\*
- Melissa Ludwig, Sales & Marketing Director\*
- Lance Merrihew, Sales & Marketing Director\*



- Brooke Bendler, Marketing Communications Manager
- Mike Wade, Marketing Communications Manager
- Dan Caracciolo, Marketing Communications Assistant
- J. Nicholas Keefe, Director of Information Systems
- Leslie Tyburski, Marketing Technology Manager

#### **Public Relations**

- Richard L. Katz, Managing Director, Buffalo Communications
- Daniel Shepherd, Vice President, Buffalo Communications
- Tom Williams, PR/Branding Director, Buffalo Communications
- Shane Sharpe, National PR Manager, Buffalo Communications\*
- Alex Behrend, Public Relations Specialist, Buffalo Communications
- Daniel Mitchell, Public Relations Specialist, Buffalo Communications\*
- Rob Thomas, Public Relations Specialist, Buffalo Communications\*
- Andrea Latta, Public Relations Specialist, Buffalo Communications
- Emilia Stefanczyk, Public Relations Specialist, Buffalo Communications
- Bill Fiedler, Public Relations Associate, Buffalo Communications

#### **Finance**

- Alan Alwiel, CPA, Vice President
- Anthony Scala, CPA, Accounting Manager
- Deborah Holt, Senior Accountant
- William Jones, Senior Accountant
- Steve Nicholson, CPA, Accountant
- Joe Mossotti, Accountant
- Barbara Pacella, Accounting Manager\*
- Dave Powers, Accounts Payable Manager
- Brendan Carlozzi, Accounts Payable Associate
- Matt Harvey, Accounts Payable Associate
- Kathy Borowski, Accounts Payable Associate\*

#### **Human Resources/Administrative**

- Doug Wayne, PGA, Vice President
- Katie A. Spisak, PHR, Human Resources Director
- Kasey Arbacas, Human Resources Specialist
- Terri Foster, Human Resources Associate\*
- Sandra Colareta, JD, Paralegal/Contract Manager
- Bonnie Paigo, Payroll Administrator
- Mike Wyatt, Payroll Administrator
- Jacque Holt, Receptionist
- Christine Dotzler, Executive Assistant



**Business Development**

- Mike Cutler, PGA, Vice President
- Douglas White, Vice President
- Rob Waldron, Business Development Manager
- Susan Schneider, Office Manager/Business Development Associate



City of Philadelphia, Pennsylvania  
RFP for Fairmount Park Commission  
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## **Key Personnel – Project Managers**

BCG'S Mid-West Region is led by a team of three senior managers:

- **Senior Vice President Joe Goodrich**
- **Vice President of Agronomy Bryan Bielecki**
- **Vice President of Marketing, John Seabreeze**

This highly qualified Team will serve as BCG's primary personnel to oversee the management of the City of Philadelphia Golf Courses. Corporate oversight of all operations will be provided by Senior Vice President, Joe Goodrich and BCG will work closely and report at least monthly to the City to ensure that the facility is in compliance with all local, state, and federal regulations, and that the anticipated needs and goals of the city are being met.

Mr. Goodrich is based at BCG's Corporate Office in Virginia, directly supervises multiple municipal portfolios, and is a 16 year veteran of the golf course management industry. Joe's experience includes developing and overseeing long-range financial and capital planning for golf courses, operating private, semi-private, and municipal public golf course portfolios across the country.

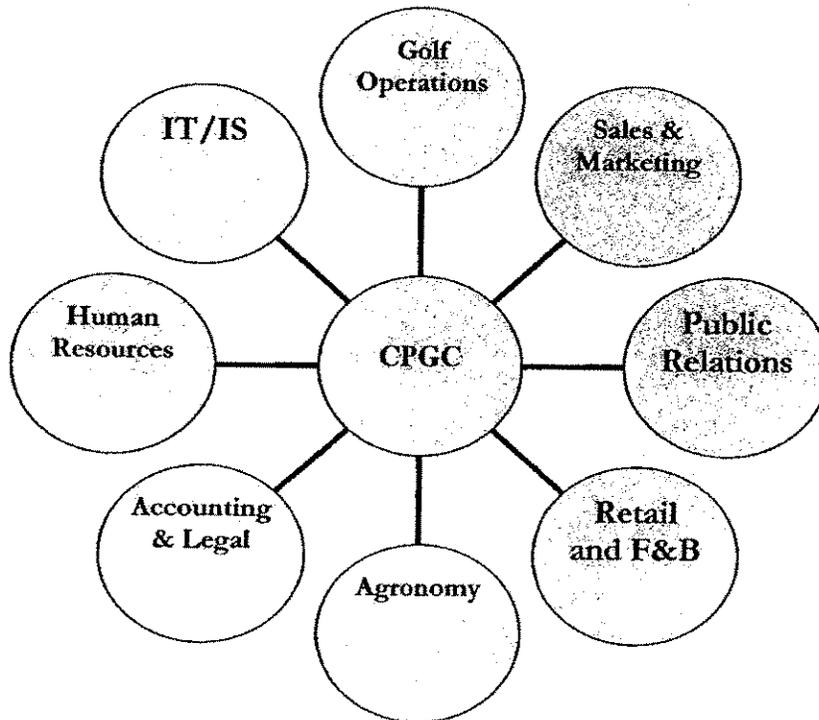
Mr. Bielecki is based in Virginia, will provide direction to the Superintendent of the City of Philadelphia and is a 12 year veteran of the golf course management industry. Bryan's experience includes working with facilities with similar turf and climate conditions as the City of Philadelphia Golf Courses.

Mr. Seabreeze is a 7 year veteran of the golf course management industry, and a seasoned marketing professional with 15 years experience, based at BCG's corporate headquarters. He directs the team of marketing and sales professionals including a Virginia based Marketing Team, who will implement revenue-producing programs for the golf courses.

BCG anticipates placing an internal candidate via the HR Department as a General Manager upon award of the contract. The candidate is an experienced, Golf Professional whose skills and experiences perfectly fit the needs of the Golf Courses, and who exemplifies the qualifications and approach necessary to be successful. The General Manager is directly responsible for all operational functions, including the hiring and training of all operational personnel; budgeting and coordination of accounting functions; coordination of marketing activities; and working closely with and reporting to the City's representatives on day to day operations.



BCG's corporate office is located in Virginia, and Staff from our offices regularly visit our other managed courses in our portfolio to provide oversight in the areas below– and will do the same with the CPGC.



Resumes of all three gentlemen – Messrs. Goodrich, Bielecki, Seabreeze, and a sample resume of a qualified internal Manager for CPGC follows. Additionally, a complete list of BCG's Corporate Personnel follows.

## **B. MANAGEMENT EXPERIENCE QUALIFICATIONS AND REFERENCES**

### **I. COMPARABLE EXPERIENCE**

BCG successfully manages multiple municipal golf course portfolios throughout the United States. Detailed below are two *municipal success stories* that closely resemble the City of Philadelphia Golf Courses and Sports Center ("CPGC"):

#### **Cincinnati Recreation Commission, Ohio**

The Cincinnati Recreation Commission provides one of the nation's best parks and recreation programs, including a seven (7) golf course portfolio. In mid-2002, after five-years of declining revenue under another management firm's operation, the City of Cincinnati sought a new direction.

Through a competitive RFP process, the City changed management firms, selecting Billy Casper Golf to manage this portfolio of courses and reverse the portfolio's declining economic trend. Beginning in the late fall of 2002, BCG's corporate operations, maintenance, and marketing team traveled to Cincinnati to work with the existing managers and staff to build a new culture of 'Revenue, Service, and Quality.'

BCG began operation of the courses on January 1, 2003. Course and facility conditions were improved immediately – customer feedback was "best ever." A new Regional Superintendent position was created to direct and train the seven courses' individual Superintendents. Management of the portfolio was improved, combining two positions – General Manager and Director of Golf – into one, putting more responsibility on each of the course's Head Golf Professionals to successfully manage their golf operation. Finally, two new positions not previously had in Cincinnati – a Marketing Director and a Sales Director – were created and staffed with two highly qualified individuals who solely focus on increasing rounds and revenue throughout the portfolio.

The City's popular golfer development program for adults and juniors was expanded to include weekly Free Golf Clinics for beginners, easing the economic transition into the game. BCG expanded and provided corporate financial support for The Tony Yates Golf Academy for Boys and Girls, a summer program for Cincinnati's disadvantaged youth that teaches golf and life skills to more than 500 youth each year.

The results speak for themselves. The annual slide of gross revenue was halted in 2003 and significantly reversed in 2004, with 2004 revenue up five percent (5%) over 2003, and 2005 revenue up another five percent (5%) over 2004, with 2006 reflecting an additional incremental increase. Net Operating Income for the City has increased more than 150% since BCG began managing the courses, providing additional funds for capital



improvements to the facilities. The City and its residents are once again earning a growing return on their investment.

### **The Forest Preserve District, Cook County, Illinois**

The Forest Preserve District of Cook County, Illinois – suburban Chicago's provider of parks, recreation, and natural preservation – owns **one of the nation's largest municipal golf portfolios of ten (10) golf courses and two (2) stand-alone driving ranges**. In early 2002, after several years of declining rounds, revenue, and customer satisfaction, the Forest Preserve District sought professional management services for its valuable assets.

An exhaustive national RFP process narrowed the field to one firm – Billy Casper Golf – to **manage this portfolio of courses back to prominence** of the luster years when *Golf Digest* rated their flagship course a “Top 25 Public Golf Course.” By placing our corporate operations, maintenance, and marketing team in Chicago a full five months before the contract began, **BCG birthed what could be the nation's greatest municipal golf course portfolio turnaround in 2003**.

Opening the courses and ranges for play in mid-March 2003, an accomplished team of experienced Golf Course Superintendents, Head Golf Professionals and marketing professionals began the arduous task of rebuilding, revitalizing, and rebranding a ten-course portfolio that played less than 250,000 rounds in 2002.

Course and facility conditions were not up to par with BCG's standards. **Greens, fairways, and tees were in urgent need of a long term agronomic plan to include aerification and stability of the turf's condition**. The retail and food and beverage operations both needed major overhauls. Each golf shop required new fixtures and Point-Of-Sale systems, and a full stock of competitively-priced hard and soft goods. Each snack bar and grille needed a full line of new kitchen equipment along with a new menu of value-priced food and beverage items. With the courses being closed in early-November 2002, a new staff of energetic, service-oriented employees needed to be hired and trained to staff the twelve facilities all across the Chicago region.

**Course and clubhouse revitalization (see photos on following pages) were BCG's first priorities in early 2003**, with service and promotion improvements close behind. The season began at a brisk pace, with Chicagoland golfers eager to see what the new management team would bring. They experienced fully-stocked Ashworth golf shops, snack bars and grills with value-priced menus and on-course beverage service, **golf courses aggressively and professionally maintained**, a new 24/7 reservation service via the telephone and Internet, and well-trained, helpful employees welcoming them back to “Forest Preserve Golf.”



More than 16,000 golfers have purchased the BCG-launched Forest Preserve Golf Card, a photo identification card and loyalty program that provides discounted rates and special programs to frequent customers. A popular "Kids Play Free" program and "Public Links for Area Youth" (or "P.L.A.Y.") initiative has helped to revitalize junior golf at the courses, with a tenfold increase in the number youth playing at the county-owned facilities. Media coverage of the courses' improvements was and continues to be extensive, and positive customer feedback is widespread, with written comments such as "100% improvement," "very professional staff," "great service all around," and "much improved course conditions is putting pleasure back into my game."



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## FOREST PRESERVE GOLF

COOK COUNTY

The following pictures detail the "before and after" impact of Billy Casper Golf in the presentation and operation of Forest Preserve District of Cook County Golf Courses.



Clubhouse before BCG Management



Clubhouse after BCG Management



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City of Philadelphia, Pennsylvania  
RFP for Fairmount Park Commission  
Golf Courses and Sports Center  
October 2007



**Fairways before BCG Management**



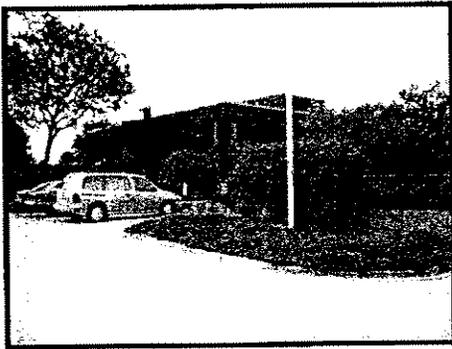
**Fairways after BCG Management**



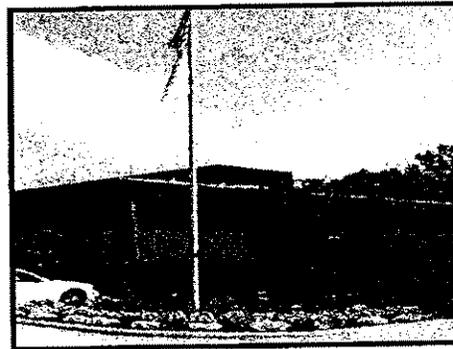
**Diseased Green before BCG Management**



**Repaired Green after BCG Management**



**Landscaping before BCG Management**



**Landscaping after BCG Management**

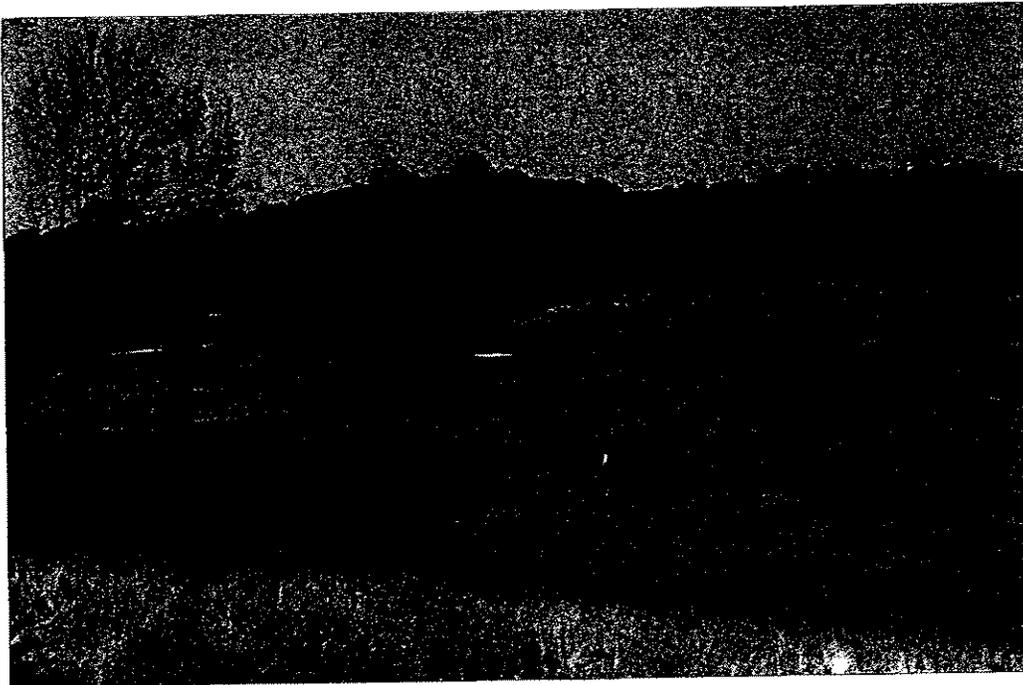
## 2. RECORD OF EMPLOYMENT

BCG has a complete record of employment history of contract service in the operation of similar golf courses to that of Fairmount Park.

Currently, BCG provides management services to **seventy-five (75) golf facilities** nationwide, **fifty-one (51) municipally-owned**. This record of employment history can be verified by contacting the client references provided. Additional references can be provided upon request.

Unless otherwise noted, the golf facility listed is an 18-hole golf course. BCG's role in the project is noted, along with the type of facility:

- **Full Operations (F)** – full management of the facility, including maintenance.
- **Maintenance Operations (M)** – manage course maintenance operations.
- **Clubhouse Operations (C)** – manage golf and food & beverage operations.
- **Type of Facility** – Public = publicly-owned; Daily-Fee, Semi-Private, Private, Practice, Resort = privately-owned.



**Hudson Hills Golf Course, Westchester County, New York**

## Mid-Atlantic U.S.

### District of Columbia

- Armed Forces Retirement Home GC, Washington, DC (*M, public 9*)

### Maryland

- Anne Arundel County, Maryland (*2 facilities*)
  - Compass Pointe Golf Courses, Pasadena, MD (*F, public 36*)
  - Eisenhower Golf Course, Crownsville, MD (*F, public*)
- Maryland Economic Development Corporation (*2 facilities*)
  - Chesapeake Hills Golf Club, Lusby, MD (*F, public*)
  - Rocky Gap Golf Resort, Cumberland, MD (*M, public resort*)

### Pennsylvania

- Lederach Golf Club, Lederach Township, PA (*F, public*)
- Reading Country Club, Exeter Township, PA (*F, public*)

### Virginia

- Ocean View Golf Course, City of Norfolk, VA (*F, public*)
- The Osprey's Golf Club, Woodbridge, VA (*F, daily-fee*)
- Reston National Golf Club, Reston, VA (*F, semi-private*)
- Virginia Oaks Golf Club, Gainesville, VA (*F, semi-private*)
- Stoneleigh Golf Club, Round Hills, VA (*F, private*)



Compass Pointe Golf Courses (36 holes), Anne Arundel County, Maryland



City of Philadelphia, Pennsylvania  
RFP for Fairmount Park Commission  
Golf Courses and Sports Center  
October 2007

## Northeastern U.S.

### Connecticut

- The Golf Club at Oxford Greens, Oxford, CT (F, semi-private)
- Lyman Orchards Golf Club, Middlefield, CT (F, semi-private 36)
- Wintonbury Hills Golf Course, Town of Bloomfield, CT (F, public)

### Massachusetts

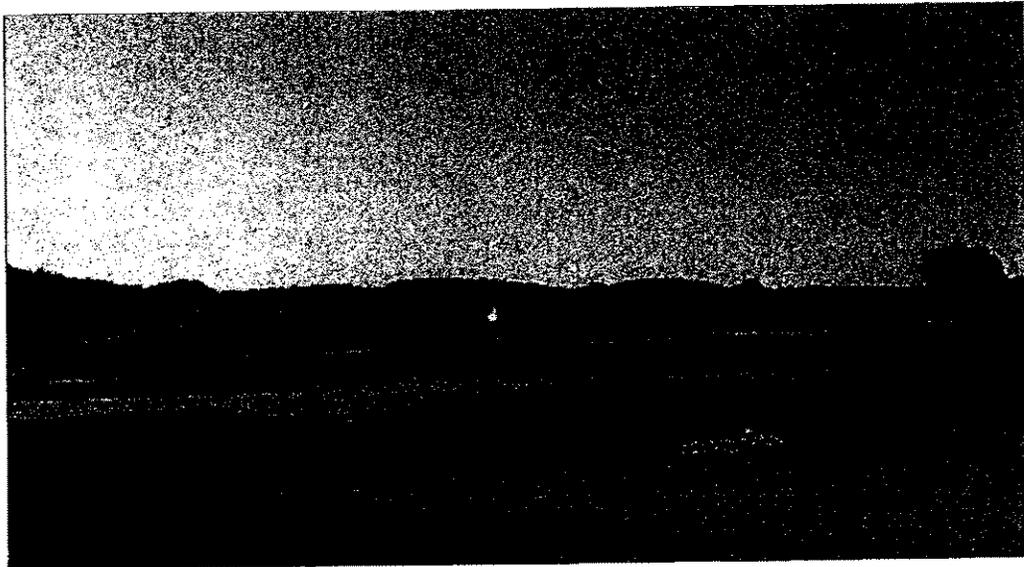
- Falmouth Country Club, Town of Falmouth, MA (F, public 27)

### New Jersey

- Cranbury Golf Club, West Windsor, NJ (F, semi-private)
- High Bridge Hills Golf Club, Borough of High Bridge, NJ (F, public)
- Indian Spring Country Club, Evesham Township, NJ (F, public)
- McCullough's Emerald Golf Links, Egg Harbor Township, NJ (F, public)
- Royce Brook Golf Club, Hillsborough, NJ (F, semi-private, 36)
- Rossmoor Golf Course, Monroe Township, NJ (F, private)

### New York

- Pine Ridge Golf Club, Coram, NY (F, daily fee)
- Westchester County, New York (3 facilities)
  - Hudson Hills Golf Course, Ossining, NY (F, public)
  - Maple Moor Golf Course, White Plains, NY (F, public)
  - Saxon Woods Golf Course, Scarsdale, NY (C, public)



Wintonbury Hills Golf Course, Town of Bloomfield, Connecticut

## Southeastern U.S.

### Alabama

- Twin Bridges Golf Club, City of Gadsden, AL (*F, public*)

### Florida

- Bent Creek Golf Course, City of Jacksonville, FL (*F, public*)

### Georgia

- Stonebridge Golf Club, City of Rome, GA (*F, public*)

### Louisiana

- The Reserve at Westlake, City of Westlake, LA (*F, public, under development*)

### Tennessee

- Centennial Golf Course, City of Oak Ridge, TN (*F public*)
- The Legacy Golf Course, City of Springfield, TN (*F, public*)
- Walden Reserve, Crab Orchard, TN (*F, semi-private, under development*)
- Whittle Springs Golf Course, Knoxville, TN (*F, public*)



**The Legacy Golf Course, City of Springfield, Tennessee**

## Western U.S.

### Washington

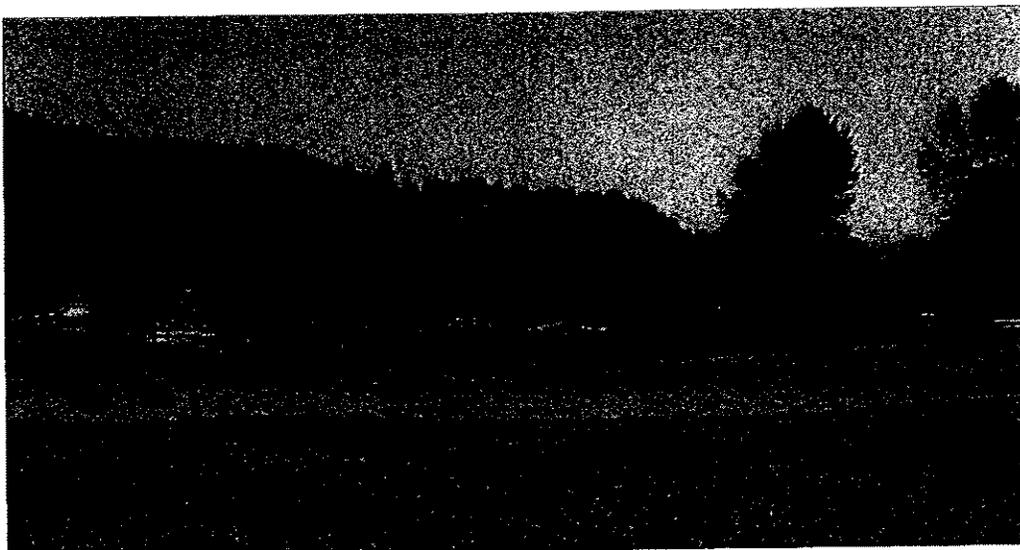
- Sumner Meadows Golf Links, City of Sumner, WA (F, public)
- City of Everett, WA (2 facilities)
  - Legion Memorial Golf Course, City of Everett, WA (C, public)
  - Walter E. Hall Golf Course, City of Everett, WA (C, public)
- Tri-Mountain Golf Course, Ridgefield (Clark County), WA (F, public)

### California

- The Valencia Group, CA (4 facilities)
  - Alta Vista Country Club, Placentia, CA (F, private)
  - Birch Hills Golf Course, Brea, CA (F, daily-fee)
  - Brea Creek Golf Course, Brea, CA (F, public)
  - Yucaipa Valley Golf Club, Yucaipa, CA (F, daily-fee)
- Pulte Homes, CA (2 facilities)
  - Ashwood Golf Course, Apple Valley, CA (F, semi-private)
  - Shadow Hills Golf Club, Indio, CA (F, daily-fee)
- Lincoln Hills Golf Club, Lincoln, CA (F, daily-fee, 36)

### Hawaii

- Ka'anapali Golf Courses, Lahaina, Maui, HI (F, resort 36)
- Puakea Golf Course, Lihue, Kauai, HI (F, resort)



Sumner Meadows Golf Links, City of Sumner, Washington

## Mid-Western U.S.

### Arkansas

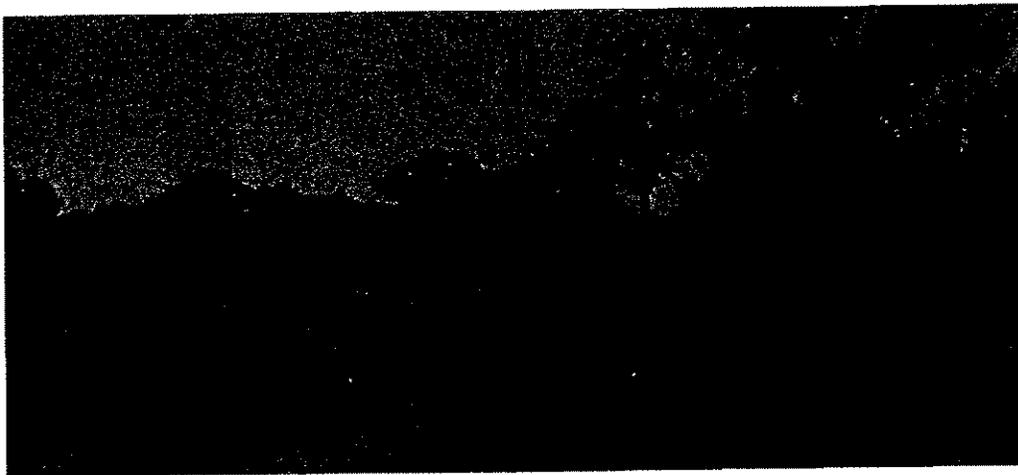
- Stonebridge Meadows Golf Club, Fayetteville, AR (semi-private)

### Illinois

- Forest Preserve District of Cook County, IL (12 facilities)
  - Billy Caldwell Golf Course, Chicago, IL (F, public 9)
  - Burnham Woods Golf Course, Burnham, IL (F, public)
  - Chick Evans Golf Course, Morton Grove, IL (F, public)
  - Edgebrook Golf Course, Chicago, IL (F, public)
  - George W. Dunne National Golf Course, Oak Forest, IL (F, public)
  - Harry Semrow Driving Range, Des Plaines, IL (F, practice)
  - Highland Woods Golf Course, Hoffman Estates, IL (F, public)
  - Indian Boundary Golf Course, Chicago, IL (F, public)
  - Joe Louis "The Champ" Golf Course, Riverdale, IL (F, public)
  - Joe Louis "The Champ" Driving Range, Riverdale, IL (F, public)
  - Meadowlark Golf Course, Hinsdale, IL (F, public 9)
  - River Oaks Golf Course, Calumet City, IL (F, public)
- White Mountain Golf Park, Orland Park, IL (F, daily-fee 9)
- Whisper Creek Golf Club, Huntley, IL (F, daily-fee)

### Kansas

- Cypress Ridge Golf Course, City of Topeka, KS (M, public)



Chick Evans Golf Course, Forest Preserve District of Cook County, Illinois

## Mid-Western U.S. (continued)

### Ohio

- Heatherwoode Golf Club, Springboro, OH (*F, public*)
- Cincinnati Recreation Commission (*7 facilities*)
  - Avon Fields Golf Course, Cincinnati, OH (*F, public*)
  - California Golf Course, Cincinnati, OH (*F, public*)
  - Dunham Golf Course, Cincinnati, OH (*F, public 9*)
  - Glenview Golf Course, Cincinnati, OH (*F, public 27*)
  - Neumann Golf Course, Cincinnati, OH (*F, public 27*)
  - Reeves Golf Course, Cincinnati, OH (*F, public 27*)
  - Woodland Golf Course, Cincinnati, OH (*F, public 9*)

### Texas

- The Village Golf Club, City of Panorama Village, TX (*F, public 27*)
- Bear Creek Golf Club, Dallas, TX (*F, daily-fee, 36*)

## International

### Costa Rica

- Del Pacifico, Puntarenas Province, Costa Rica (*F, resort, opens 2008*)



**Neumann Golf Course, Cincinnati Recreation Commission, Ohio**

### 3. CLIENT REFERENCES

BCG provides the City with references from clients who can speak to our firm's and key management personnel's capabilities in managing public golf facilities. BCG can provide additional references to the City if deemed necessary.

**Vito Benigno, Superintendent of Recreation  
Forest Preserve District of Cook County, Illinois**

536 North Harlem Avenue

River Forest, IL 60305

Telephone: 708.771.1550

Service: Full Service Management

Courses: Billy Caldwell Golf Course, Burnham Woods Golf Course, Chick Evans Golf Course, Edgebrook Golf Course, George W. Dunne National Golf Course, Harry Semrow Driving Range, Highland Woods Golf Course, Indian Boundary Golf Course, Joe Louis "The Champ" Golf Course, Joe Louis "The Champ" Driving Range, Meadowlark Golf Course, River Oaks Golf Course

**Rob Williams, Golf Supervisor  
Cincinnati Recreation Commission, Ohio**

805 Central Avenue, Suite 800

Cincinnati, OH 45202

Telephone: 513.352.4000

Service: Full Service Management

Courses: Avon Fields Golf Course, California Golf Course, Dunham Golf Course, Glenview Golf Course, Neumann Golf Course, Reeves Golf Course, Woodland Golf Course

**Ed Sasdelli, Township Administrator (former Township Mgr for Evesham)  
Township of Hamilton, Atlantic County, New Jersey**

6101 13<sup>th</sup> Street

Mays Landing, NJ 08330

Telephone: 609-625-4762

Service: Full Service Management

Course: Indian Spring Country Club, Evesham Township

**Louie Chapman, Town Manager  
Town of Bloomfield**

800 Bloomfield Avenue

Bloomfield, CT 06002

Telephone: 860.769.3501

Course: Wintonbury Hills Golf Course



## C. FINANCIAL INFORMATION

### I. FINANCIAL REFERENCES

BCG possesses and **can demonstrate the financial ability** to meet the terms of the proposed Agreement. BCG is a closely-held business that was founded in 1989 by its current Chairman, Peter Hill and Vice Chairman, Bob Morris. The firm recognizes the importance of demonstrating a secure and meaningful financial standing with its clients and creditors. BCG has consistently been able to satisfy the requirements of its numerous government clients and will continue to do so in the future. BCG's assets exceed \$15 million and its working capital exceeds \$3 million.

BCG will provide the City with supplemental financial information, if needed, at a later stage of the selection process. Meanwhile, BCG provides the City with the following banking references who can verify the financial ability of BCG to meet the terms of the proposed agreement:

- **Joe Costa, Senior Vice President**  
**Wachovia Bank, NA**  
1753 Pinnacle Drive, 3<sup>rd</sup> Floor  
McLean, VA 22102  
Telephone: 301.517.3136  
Relationship: Banking
  
- **Tom Durrer, Executive Vice President**  
**BB&T**  
8200 Greensboro Drive  
Suite 1000  
McLean, VA 22102  
Telephone: 703.442.4010  
Relationship: Banking
  
- **Gary Dorsch, Principal**  
**Allegiance Capital**  
2000 West 41st Street  
Baltimore, MD 21211  
Telephone: 410.338.6314  
Relationship: Capital



## D. OPERATIONAL PLAN

### I. Golf Course Maintenance

BCG will maintain the CPGC in a high quality manner, consistent with the quality expected of a first-class public-access golf course.

Specifically, BCG will:

- Provide expert oversight by the firm's top agronomic officer – **Vice President and Director of Agronomy Bryan Bielecki** – of development and implementation of the CPGC's maintenance program.
- Work with Fairmount Park to acquire the necessary equipment to **improve turfgrass health and playability.**
- Implement **modern agronomic practices** with improved efficiencies, utilizing a highly qualified and expertly trained professional staff.
- Provide an overall **greater attention to detail** in all areas of facility maintenance and care, including areas seen and not seen by the golfer.
- Create **improved definition/contour** between playing areas, such as fairways and rough, and improve mowing patterns to enhance both aesthetics and playability.
- Provide expert oversight due to **"hands-on"** experience from currently operating a golf course on a landfill
- Work closely with Fairmount Park to deliver an **overall, higher-quality golf experience** that serves to maximize revenue for the golf course.

To do this, BCG will develop and implement an **Annual Golf Course Maintenance Program**. The Program will exceed the maintenance standards established by Fairmount Parks and BCG (see following pages), and the conditions expectations of our customers.

The City will benefit from BCG's extensive knowledge of agronomic practices and programs, how the golf and maintenance operations **work together on a daily basis to deliver an exceptional golfing experience**, and having the golf course maintained in strict compliance with all maintenance and environmental standards.

### **Management & Staffing**

BCG will hire a Golf Course Superintendent who is a certified member of the Golf Course Superintendent's Association of America ("GCSAA"). This individual will have a thorough knowledge of and experience with golf course maintenance and turf management practices appropriate to the climate and type of turf at the CPGC. The Superintendent will oversee a professional maintenance staff that handles the daily maintenance of the golf course, and maintains responsibility for overall quality of course conditions every day.

### **Turf Management**

BCG will implement a course-specific Maintenance Program for the care and maintenance of the golf course. The Program will exceed the Minimum Maintenance Standards established by the City and the agronomic practice, procedure, and program guidelines established by the United States Golf Association (USGA) and the GCSAA. BCG's approach to maintaining the CPGC will emphasize the quality of course conditions, attention to detail throughout the property, efficiency in staffing, and full compliance with all environmental regulations.

### **Environmental Stewardship**

BCG's experience regarding sensitive environmental areas, including environmental planning, wildlife, wetlands and habitat management, water conservation and water quality management, resource conservation, waste reduction, and outreach and education, is notable. BCG will implement sound environmental management practices at the CPGC, making a valuable contribution to conservation and improving the course's environmental quality to enhance the golfers' experiences.

### **Equipment and Systems**

BCG will properly maintain all equipment and systems utilizing manufacturer's instructions and recommendations in order to maximize the effectiveness, efficiency, and duration of use of each piece and system. BCG will work closely with Fairmount Park to determine the effectiveness and lifespan of each piece of equipment and system, and prioritize the needs for replacement and/or repair of that equipment or system.

### **Buildings and Structures**

All course facilities, including buildings, utilities, systems and furnishings, grounds, bunkers, lakes, parking lots, and the like, will be maintained in good repair and condition at all times to ensure that customers are presented with the highest quality golfing experience. Routine and preventive maintenance for the entire facility will be performed as needed to ensure the long-term viability of the asset.

## **BCG Minimum Maintenance Standards**

### **Greens, Practice Putting Greens and Nurseries**

1. Mow at least six (6) days per week at a height of 0.125-0.160 during the growing season.
2. Change cup locations on all greens and practice greens at least six (6) times weekly during the active season and at least three (3) times weekly in the off-season. Cup location will be moved at least twenty (20) feet from the previous placement.
3. Aerate all greens, practice putting greens and nurseries two (2) times per year during the growing season. This will be done with "Ryan Green Aire" or approved substitute, which places holes four (4) inches deep and two (2) inches on center.
4. Topdress all greens, practice putting greens and nurseries after aeration and additionally as needed to maintain a putting surface. Topdressing material will be sand or a mix similar to that used to construct greens.
5. Light vertical mowing of all greens, practice putting greens and nurseries shall be performed as appropriate to control mat and thatch build-up and increase plant's root growth.
6. Spiking of all greens and practice greens shall be performed as needed between aeration to maintain water filtration.
7. All greens, practice greens and nurseries shall be fertilized with nitrogen, phosphorous, potash, and other nutrients needed to maintain color, growth and turgidity of the turf, without allowing excessive succulent growth.
8. Soil samples will be taken one (1) time per year and evaluated to determine proper nutrient requirements.
9. All green, practice greens and nurseries shall have appropriate fungicide applications to prevent and/or control fungal disease activity.
10. Pre-emergent chemicals such as balan, daconil, and the like shall be used in the appropriate amounts and at appropriate times to prevent intrusion of weeds (such as poa annua, goosegrass, and crabgrass) into the green, fairways, tees and rough.
11. All greens, practice greens and nurseries shall be maintained free of foreign grasses and weeds.
12. All greens, practice greens and nurseries shall be treated on a preventative and/or curative basis as necessary.

### **Fairways (all areas of play except greens and natural growth areas)**

1. Mow two (2) times per week at a height of one-half ( $\frac{1}{2}$ ) inch during the growing season and as needed for the balance of the year. Contour mowing as specified by the architect in the original plans shall be maintained.
2. Aerate once in the spring and once in the summer during the peak of the growing season. Aeration holes shall not exceed a spacing of eight (8) inches on center or be of a diameter of less than one-half ( $\frac{1}{2}$ ) inch.
3. Fertilizer formulations will be made after analysis of soil. Soil samples will be taken

- three (3) times per year and evaluated to determine proper nutrient requirements.
4. All fairways will be vertically mowed as necessary to control mat and thatch build-up and increase shoot growth.
  5. Ninety-five percent (95%) of the fairway area shall be kept weed free by the proper application of herbicides.

**Tees (and all areas used as Tee Surface)**

1. Mow at a height of one-half (1/2) inch, three (3) times per week.
2. Topdress bi-weekly to fill divots and level tee surface. Topdressing material shall be washed sand and seed as necessary.
3. Tee markers and all tee equipment shall be moved daily for proper teeing and wearing of turf.
4. Ninety-five percent (95%) of the tee area shall be kept weed free by the proper application of herbicides.
5. All tees shall be vertically mowed as necessary to control mat and thatch build-up and increase shoot growth.
6. All tees shall be fertilized with nitrogen phosphorous, potash, and other elements as needed to maintain color, growth and turgidity of the turf without allowing excessive succulent growth.
7. Soil samples will be taken one (1) time per year and evaluated to determine proper nutrient requirements.

**Planters (all areas planted with ornamental plants, not intended for golf play and having a definable border)**

1. All planters shall be maintained free of trash and debris such as paper, drinking cans, bottles, fallen limbs and leaves.
2. All planters shall be maintained free of weeds or grass whether by mechanical or chemical means.
3. The plant material (trees, shrubbery and ground covering) in planters shall be trimmed as necessary for appearance, protection from wind, and insect damage.

**Trees (all trees within the property lines of the golf course)**

1. All trees shall be staked as necessary to protect and establish sufficient size to stand.
2. All trees shall be pruned for appearance, protection from wind and pests, and allow golfers access on foot and carts to find their golf balls.
3. All damaged trees shall be removed.

**Irrigation (all equipment required to irrigate all areas of the golf course)**

1. Repair or replace all heads, pumps, valve controllers, wiring, and pipes as needed to maintain the proper operation of the entire golf course irrigation system (including greens, tees, fairways, planters, flower beds, and the like) on an on-going basis.
2. Leaks should be isolated and fixed as soon as possible.



**Fences (all fence blocks/chain link/barbed wire on or within the boundaries of the golf course)**

1. Repair all broken or damaged fencing on an as-needed basis.
2. Repair or replace all fences, gates, and locking devices needed for the protection of the golf course or equipment.

**Clubhouse and Buildings (all buildings within the boundaries of the golf course)**

1. All restrooms (to include portable toilets on-course) shall be maintained daily in a manner so as to provide a clean and sanitary facility for public use as well as for the employees of the course. Soap, towels, and toilet paper shall be provided in adequate quantity at all times and shall be maintained daily.
2. All lobbies and patios and public areas shall be vacuumed, dusted and swept daily.
3. Maintain and repair all structural areas and fixtures of all buildings as needed to insure proper function and appearance and create a desirable appearance to patrons. These include, but are not limited to air conditioning units, power tools, appliances, hardware, building structures and fixtures; painting, carpentry, plumbing and electrical repairs; and porches, walks, parking areas, delivery areas, and entryways.
4. Maintain all cart paths in a smooth condition and repair promptly as needed.
5. All edges of sidewalks, patios and cart paths must be edged on a bi-monthly basis.
6. Edging of valve boxes, meter boxes, back-flow preventers and the like shall be done as needed to insure that there is no obstruction of play from growth around these items.

**Sand Traps**

1. All sand traps shall be edged as necessary to maintain a neat lip, raked daily and filled with fresh sand as needed to maintain a consistent floor depth on slopes and in the bottom of trap.
2. Replacement sand will be consistent with what is currently in place providing a minimum depth of four (4) inches of sand throughout the bunker.

**Equipment**

1. All maintenance equipment and golf carts will be kept in clean, safe operating manner in accordance with manufacturer's operating manual.
2. All preventative maintenance will be done in accordance with the manufacturer's schedule and an accurate log will be maintained of any work performed on a piece of equipment.

**Crews**

A full maintenance crew shall be on-duty at the course daily under the supervision of the superintendent. (A qualified golf course superintendent is defined as an individual with an agronomy degree from a two (2) or four (4) year college or university and a minimum of five (5) years' experience.

### **Trash and Debris**

Trash receptacles shall be conveniently stationed on tees and at the clubhouse and emptied daily and as many times during the day as necessary to insure there are no problems with insects and refuse odors.

### **Miscellaneous**

1. Maintain all lakes and bridges in a safe manner free of debris.
2. Mow rough and all unimproved areas in a manner to allow the player to locate his ball such that the speed of play is not adversely affected.
3. Spray fairways, rough, tree wells, and fence lines for weed control.
4. All water coolers on course will be filled daily and checked at least once per day and more often if necessary.
5. All ball washers will be checked daily to insure proper amount of soap and water are maintained.
6. Accurate daily records of weather, rainfall and temperature will be kept.
7. Accurate spray and fertilizer records will be kept on a daily basis noting applicator, product applied, rate and treated area.
8. Accurate daily log of personnel duties will be kept for maintenance personnel.
9. All chemicals, gas and oil will be stored in the appropriate manner as required by state and federal regulations.
10. A safety committee will be formed to address any safety issues on the course for employees and patrons. All employees will comply with federal, state and company regulations regarding work habits, responsibilities and requirements.
11. Employees will wear eye protection, hearing protection, and safety hats when operating equipment.
12. All property signage, including directional signs, tee signs and entrance signs, will be kept updated, clean and appealing to provide information to golfers and general public.
13. All staff will provide patrons the highest level of customer service.

**2. Staffing Plan**

BCG will staff the CPGC with the number of managers and employees necessary to **successfully operate a profitable business**. The Regional Manager will work closely with BCG's Vice President of Human Resource Development, to recruit, hire, train, and evaluate individuals for all positions.

**In-season Staffing Matrix at each facility**

| Position                      | Type                | No. of Employees |
|-------------------------------|---------------------|------------------|
| Golf Professionals            | Full-time; Salaried | 1-2              |
| Food & Beverage Director      | Full-time; Salaried | 1                |
| Superintendent                | Full-time; Salaried | 1                |
| Mechanic                      | Full-time; Hourly   | 1                |
| Maintenance Crew              | Seasonal; Hourly    | 4-15             |
| Outside Guest Services        | Seasonal; Hourly    | 4-5              |
| Pro Shop Attendants           | Seasonal; Hourly    | 2-3              |
| Starters & Rangers            | Seasonal; Hourly    | 3-5              |
| Restaurant Servers/Attendants | Seasonal; Hourly    | 3-5              |

**Out of season Staffing Matrix at each facility**

| Position                         | Type                | No. of Employees |
|----------------------------------|---------------------|------------------|
| General Manager/Director of Golf | Full-time; Salaried | 1                |
| Golf Professionals               | Full-time; Salaried | 1                |
| Food & Beverage Director         | Full-time; Salaried | 1                |
| Superintendent                   | Full-time; Salaried | 1                |
| Mechanic                         | Full-time; Hourly   | 1                |
| Maintenance Crew                 | Seasonal; Hourly    | 2-3              |
| Outside Guest Services           | Seasonal; Hourly    | As needed        |
| Pro Shop Attendants              | Seasonal; Hourly    | 1                |
| Starters & Rangers               | Seasonal; Hourly    | As needed        |
| Restaurant Servers/Attendants    | Seasonal; Hourly    | 1                |



## Personnel / Service Levels

- **Golf Shop:** Up to 3 hourly positions, hours varied by season and needs for service levels.
- **Driving Range:** Up to 3 full-time positions (120 hours equivalent) for driving range and carts, hours varied by season and needs for service levels.
- **Grille/Snack bar:** One full time Food & Beverage Director. Up to 5 hourly positions. All hours varied by season and needs for service levels.
- **Instruction:** Golf professional staff will be available for lesson and programs.
- **Custodial:** All staff will participate in routine cleaning. Up to 1 full-time and 1 part-time position dedicated to custodial.
- **Marshalling:** Up to 5 hourly positions, hours varied by season and needs for service levels.

BCG is an equal opportunity employer and does not discriminate against any worker, employee, applicant, or any member of the public because of race, color, religion, national origin, gender, age, sexual orientation, marital status, military status, or physical or mental disability who is otherwise qualified.

## Hours of Operations

- **Golf Shop:** Daylight until dark, 7 days per week. Staff will be on-site at least 30 minutes prior to the first tee time on weekdays, and 45 minutes prior on weekends.
- **F&B:** Similar hours as golf shop for grille/snack bar.

## Personnel

**All current employees** will have an opportunity to become employees of BCG. During the transition period after the contract is awarded, employees will be interviewed to assess their skill sets and qualifications for their positions. At this initial interview, BCG policies, procedures, performance standards, and wage standards will be reviewed. Upon hiring, a 90-day review date for each employee will be established. At the 90-day review, the employee's performance will be assessed.

BCG will insure that all employees are legally permitted to work in the United States and the State of Pennsylvania. Documentation for all BCG employees are kept on file at the place of business.



### 3. Golf Operations

BCG will **professionally manage the golf shop** at the CPGC in a manner consistent with comparable first-class public facilities nationwide. BCG will schedule tee times, collect fees; provide starter, marshal, bag, and cart services. In addition to selling merchandise, renting golf equipment and maintaining pace of play; BCG will offer and promote outings, leagues, and learning programs. The golf shop shall also operate the driving range, and provide USGA handicap service. These and other golf operation services will be performed in a professional manner from daybreak to sunset, 365 days a year, to achieve the goals of the facility under the direction of the General Manager.

BCG will expertly manage the **EZLinks POS and Tee Time Reservation System** to utilize telephone, Internet, golf shop, and hotel/packager reservations; to completely capture customer data and playing activity on the tee sheet; to accurately record and track all cash and credit transaction data; to maintain an accurate perpetual inventory of merchandise; and to allow for gift card/certificate and account book management.



BCG will provide **customer assistance through starters and marshals** on the course and, when and where appropriate, bag and cart attendants at check-in and completion of the round. BCG will manage a **Pace of Play program** to maintain accurate starting times, maximize golf course utilization, and maximize enjoyment of the all golfers. The course's pace of play will be accurately measured and communicated to all golfers at the time of play. All golf shop staff, starters, marshals, mobile concession attendants, and maintenance staff will be trained on this program and work closely together

on its successful implementation.

#### League Play

BCG will fully engage and support the CPGC's existing golf leagues, and actively seek **new golf leagues for professionals, couples, and seniors**. BCG will work closely with the Leagues' officers and members to support their programs while maintaining fair and equitable access to the tee sheet for all golfers. Numerous business and organizations that are located near the Course will be approached to schedule both competitive and social golf leagues for their employees, associates, clients, and families.

### **Tournaments & Outings**

BCG will develop and implement an **aggressive sales program for golf outings** and tournaments – targeting local and regional businesses, charities, associations, churches, community groups, schools, and individuals – to pre-book group business at the CPGC.

An **experienced, sales-oriented individual** employed at the course will utilize BCG's established proven system of prospecting, sales closing, and sales fulfillment to acquire and retain events. BCG will create and implement online, telephone, printed, and in-person sales programs; sales collateral; lead tracking programs; and sales presentations for the CPGC.

Fulfillment of golf tournaments and outings will **emphasize the 'Guest Experience'** over all else, with **professional tournament services** (player pairing, customize rules and administration, personalized score cards and cart signs, player registration, contest hole signage and set-up, professional scoring, and special event management) included with all contracted group outings.



### **Special Events**

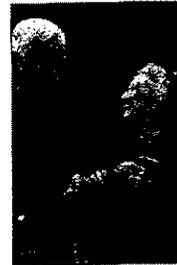
BCG will develop and implement a **full, regular schedule of special events** for golfers at the CPGC, with all programs designed to create fun and enjoyment for golfers. Events will include both competitive and social formats, including such programs as Open Tournaments, Night Golf, Scrambles, 9-hole Mixers, and the like.

Specific events, formats, and timing will be determined in concert with tee sheet availability and input from golfers and staff at the CPGC.

### **Club Play**

BCG will fully engage support the CPGC Women's Clubs and Men's Club, currently the **course's Most Important Customers**. As ambassadors of the course – and among its most loyal customers – these golfers expect and deserve a golf professional staff that will:

- Coordinate their varying tee time schedules;
- Develop programs, events, contests, and socials;
- Track scores, special achievements, and participation;
- Attend their groups' meetings;
- Develop 'sweeps' or 'credit' programs that best meet their needs; and



### **Retail Merchandising**

BCG will offer for sale **high quality, competitively priced golf retail merchandise** at the CPGC. Under the direction of BCG's National Merchandise Manager Gary Roeder, BCG will develop an annual buying plan, maintain national accounts with preferred partner vendors, design exceptional displays, and establish promotion and sales guidelines for the course.

BCG will prepare and implement an annual **Retail Buying Plan of OTB Plan** for shirts, shorts, socks, outerwear; golf balls, gloves, shoes, accessories; drivers, woods, irons, putters, and utility clubs. Appropriate quantities and selection of merchandise, including logo items, will be purchased throughout the year, and inventory levels will be accounted for monthly.

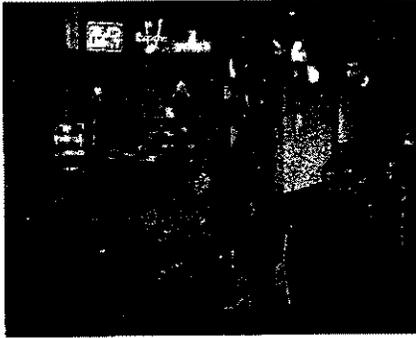
BCG's **National Account partners will provide lower pricing, extended terms, free or discounted fixtures and furnishings, and access to special close-out merchandise.** Existing retail partners with which BCG has national accounts include Ashworth, Nike, Cutter & Buck, Izod, Tommy Hilfiger, Ahead Headwear, Sunderland, Etonic, Titleist/Footjoy, Precept, Top Flite, Wilson, Callaway, Ping, and Cobra, among others.



BCG will appropriately **stock and display retail merchandise** using attractive displays, prominent and tasteful signage, appealing pricing, rotation of merchandise throughout the shop, easy availability of impulse items, and package pricing. Utilizing both the national schedule of holidays and the local market's seasons, The CPGC will develop and implement appropriate promotions to increase sales of retail merchandise during higher-than-usual shopping times.

### **Food and Beverage Operations**

BCG will offer for sale **high quality, competitively priced food and beverage menu items** at the CPGC. Under the guidance of BCG's experienced Food & Beverage Directors nationwide, BCG will develop an annual buying and operating plan to provide for a healthful and efficient operation, develop an attractive menu, and design attractive displays and promotions – for both grill operations and catering/banquet operations.



Food and beverage services will be delivered as appropriate for the kitchen and dining facilities at the CPGC, including food and beverage inventory management, food preparation and service, regular on-course beverage cart service, and catering/banquet operations. All appropriate **licenses and permits** necessary to run a food service facility in the City, County, and State are obtained and kept current, all health standards and regulations are strictly followed, and all equipment and fixtures are maintained in good working

order.

BCG will **develop a menu** based on the success of historical offerings at the facility, offerings at similar local facilities, the kitchen's capabilities, and customer tastes. Surveying of customers is employed for regular feedback on improvement and enhancement of service levels, food and beverage quality, and menu options. BCG develops menus to allow for multiple uses of stocked food items and reduce waste. (A sample menu follows this page.)



BCG will implement the **attractive use of display elements**, prominent and tasteful signage, appealing pricing, easy availability of impulse items, and package pricing. Promotion of food and beverage is included at the golf shop point-of-sale, on-course, and in golf and events packages.

**BCG "SAMPLE" Menu for a Public-Access Course**  
 (Prices and selections subject to change per customer demand and market conditions)

| <u>LUNCH</u>        | <u>Sandwich*</u> |
|---------------------|------------------|
| B.L.T.              | \$4.50           |
| CHEESEBURGER        | \$6.00           |
| CHEESE STEAK SUB    | \$6.75           |
| CHICKEN CEASAR WRAP | \$6.25           |
| CHICKEN SALAD       | \$5.25           |
| CHICKEN TENDER SUB  | \$6.75           |
| GRILLED CHEESE      | \$3.50           |
| HALF SMOKE          | \$2.75           |
| HAM and CHEESE      | \$5.00           |
| HOT DOG             | \$2.75           |
| ITALIAN SAUSAGE     | \$3.50           |
| ROAST BEEF SANDWICH | \$6.00           |
| SHRIMP SALAD        | \$7.00           |
| TUNA SALAD          | \$5.25           |
| TURKEY CLUB         | \$6.75           |
| TURKEY SANDWICH     | \$6.00           |
| TURKEY BACON WRAP   | \$6.25           |

\*Add 75 cents to include potato chips & pickle slice

| <u>BREAKFAST</u>           |        |
|----------------------------|--------|
| BACON and EGG SANDWICH     | \$3.00 |
| BACON, EGG and CHEESE      | \$3.30 |
| BAGEL with CREAM CHEESE    | \$1.75 |
| EGG SANDWICH               | \$2.00 |
| FRENCH TOAST PLATTER**     | \$4.75 |
| SAUSAGE and EGG SANDWICH   | \$3.00 |
| SAUSAGE, EGG and CHEESE    | \$3.30 |
| THREE EGG OMELET PLATTER** | \$5.75 |
| TWO EGG PLATTER**          | \$4.75 |

\*\* Platters include hash browns and toast

| <u>SNACKS</u> |        |
|---------------|--------|
| CANDY         | \$1.25 |
| CRACKERS      | \$1.00 |
| CHIPS         | \$1.00 |
| NUTS          | \$1.60 |
| COOKIES       | \$1.00 |

| <u>APPERTIZERS</u>  |        |
|---------------------|--------|
| CHICKEN TENDERS (3) | \$5.75 |
| CLAM STRIPS         | \$4.50 |
| FRENCH FRIES        | \$1.50 |
| HOT WINGS           | \$5.75 |
| JALAPENO POPPERS    | \$4.75 |
| MOZZARELLA STICKS   | \$3.75 |
| ONION RINGS         | \$2.75 |
| SHRIMP JAMMERS      | \$5.25 |

| <u>BEVERAGES</u> |        |
|------------------|--------|
| FOUNTAIN SODA    |        |
| Small            | \$1.65 |
| Medium           | \$2.00 |
| Large            | \$2.75 |
| Refill           | \$1.00 |
| BOTTLED SODA     | \$2.25 |
| POWERADE         | \$2.25 |
| BOTTLED WATER    | \$2.25 |

|                                  |        |
|----------------------------------|--------|
| DRAUGHT BEER (16 ounces)         |        |
| Miller Lite & Coors Light        | \$2.25 |
| Monthly Special & Michelob Ultra | \$2.25 |

|                                  |        |
|----------------------------------|--------|
| CANNED BEER                      |        |
| Miller, Coors, & Budweiser       | \$2.50 |
| Monthly Special & Michelob Ultra | \$3.00 |

|                                  |        |
|----------------------------------|--------|
| PITCHER OF BEER                  |        |
| Miller Lite & Coors Light        | \$8.00 |
| Monthly Special & Michelob Ultra | \$9.00 |

|               |        |
|---------------|--------|
| COFFEE        |        |
| Small         | \$1.00 |
| Large         | \$1.75 |
| HOT CHOCOLATE | \$1.50 |



### **Golf Cart Fleet Operations**

BCG will **maintain power golf carts and keep them in good working order** at all times. BCG maintains standard golf cart rental policies at its managed golf courses. Only persons aged 18 or older possessing a valid driver's license may rent a power golf cart after signing a rental agreement and liability waiver. A copy of the signed rental agreement is maintained in the golf shop. Anyone operating a cart inappropriately or in a dangerous manner will not be allowed to operate golf carts in the future.

Equipment operators, outside services personnel, and the on-site mechanic will be trained in **proper use and care of golf carts**. BCG works closely with golf cart distributors to ensure technical support and training are of the highest quality. Proper servicing and maintenance enhances the golfer's experience, extends the useful life of carts, and increases after-market/trade-in values.

BCG will work with the City to determine the proper number of carts to be maintained, storage and power (electric or gas) needs for those carts, and the addition of a beverage cart for on-course food & beverage service.

BCG utilizes an established, proven system for cart management, including the use of weekly cart maintenance logs, including but not limited to battery meter readings, tire pressure, brakes, unnecessary tire wear, cleaning each cart after use by a golfer, and servicing each cart to the manufacturer's specifications. All carts will be stored and rotated in a manner that prolongs the life of each vehicle and provides the best possible golf cart experience to the customer. BCG will work with the City and/or Lessor of the carts to ensure that all warranty service is performed per the operating lease.



Equipment operators, outside services personnel, and the on-site mechanic will be trained in proper use and care of golf carts.

## Programs

BCG will implement successful golfer development programs to meet the learning needs of men, women, seniors, juniors, beginners, avid players, low handicappers, and disadvantaged youth. As an active participant in the Golf 20/20 initiative, BCG's philosophy in all learning programs is to provide fun, non-threatening, and inexpensive opportunities that bring and retain all golfers permanently into the game of golf.



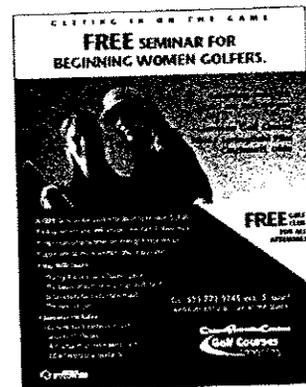
BCG believes that the game of golf is facing a serious dilemma. At a time when golf is arguably more prominent and popular than it has ever been, the rate at which new players are coming into – **and staying committed to** – the game has remained static, or declined. Many potential golfers are intimidated by the game's price, length of play, skill level, etiquette, and culture. With this realization, BCG develops programs to reduce the intimidating nature of learning the game. Each program, from junior level to adult level, has been designed to break down these obstacles, and bring potential golfers permanently into the game.

BCG's most successful and innovative Player Development Programs will be implemented at the CPGC, including:

- **Women in Golf:** This program, also known as 'Getting in on the Game' – provide women and girls a welcoming, introductory golf experience to be shared in a group environment with people much like themselves. Beginning with a seminar and concluding with a league, the multi-week program helps participants **gain confidence** in approaching, learning, and playing the game. Beginning with a classroom-style seminar led by both women and men golfers, participants learn answers to golf most basic questions, including:

"How Do I Get Started?"  
"What Equipment Will I Need?"  
"Do I Have to Be Good to Enjoy It?"  
"When Will I be Ready to Play?"  
"How Much Time Does It Take?"

"Will I Feel Welcome at the Course?"  
"How Do I Make a Tee Time?"  
"How Will I Ever Understand the Jargon?"  
"How Much Does it Cost to Play Golf?"  
"How Will I Learn the Rules?"



City of Philadelphia, Pennsylvania  
RFP for Fairmount Park Commission  
Golf Courses and Sports Center  
October 2007

The seminar continues with time on the lesson tee – learning the basics of grip, stance, and swing with a **FREE 7-iron** to keep, provided by the course. It concludes with the opportunity for participants to purchase an “Instant Golfer Kit” – all of the equipment (basic set of clubs, pair of golf shoes, golf glove, tees, and balls) a that a new golfer needs to approach the game with confidence and style, for the low price of \$199.

The program continues with a **seven-week group lesson program** comprised of participants from the seminar, and leads into a weekly non-competitive league. .

- **Junior Programs:** BCG implements some of the nation’s most successful junior golf programs, including **classes, camps, and clinics** at our Nike Golf Learning Center (VA), First Tee Program (OH), Joe Richter Golf Program (WA), and Hook A Kid On Golf (Nationwide).

- **Lessons & Clinics:** In addition to specialized program for women and junior golfers, BCG will offer individual lessons, group lessons, and clinics for all golfers of all abilities – **both for a fee and for FREE** throughout the year.

BCG envisions a support role to further enhance The First Tee of Philadelphia. BCG has been involved in The First Tee of Cincinnati and understands the commitment of in-kind services and volunteers (coaches and mentors) that a First Tee Program needs to continue to operate and impact the lives of young people. BCG will continue to actively support junior golf and the growth of the game.



### **Special Knowledge and Skills**

BCG will provide the CPGC with expert services in accounting, golf operations, sales, personnel management, property maintenance, and food and beverage services. In addition, BCG possesses special knowledge and skills in other areas and will provide these professional services as well.

### **Marketing Plan**

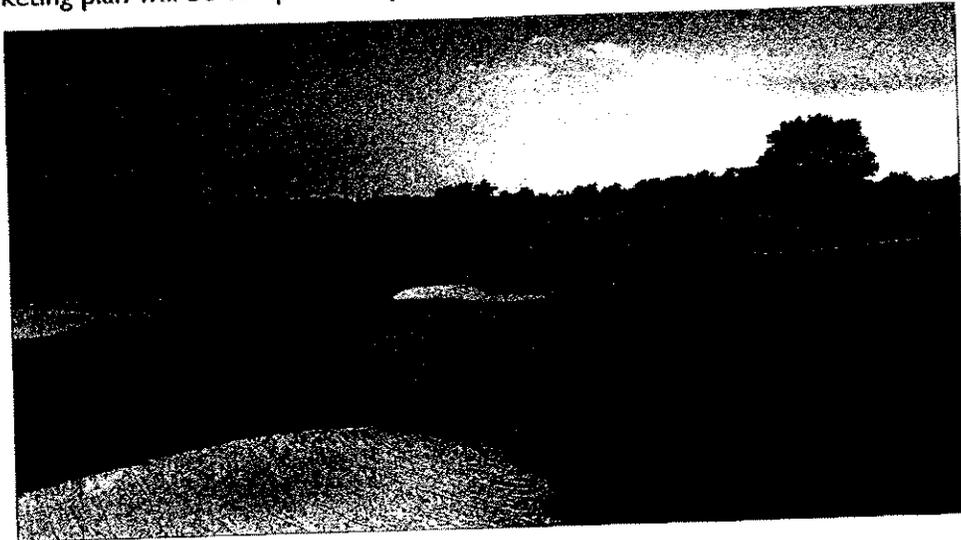
BCG will market and promote the CPGC to achieve their budgeted rounds and revenue goals. The course's Manager will work closely with BCG's Sales, Marketing & Publicity Team, which includes:

- Vice President of Marketing John Seabreeze
- Sales & Marketing Director, Jonathan Vassil
- Marketing Communications Manager, Brooke Bendler

to create and implement a successful marketing strategy for the CPGC creating an economy of scale in which to leverage the facilities individual strengths to maximize the revenue growth of the portfolio.

BCG's professional marketing capabilities have helped to achieve **substantial round and revenue growth at golf facilities across the nation**. We have significant experience successfully promoting and selling at municipally-owned golf courses, and will utilize that experience to develop a detailed marketing plan for the CPGC.

Following is a summary of how BCG will approach the marketing of the course. A full marketing plan will be completed as part of BCG's extensive Annual Planning Process,



**The Legacy Golf Course, City of Springfield, Tennessee**

## **Sales and Marketing Strategy**

BCG will create and implement a four-part marketing strategy:

▪ **Systems:** The CPGC will possess the best marketing technology and sales management programs available to fulfill its marketing, sales, and P.R. initiatives.

▪ **Acquisition:** The CPGC will utilize successful direct marketing techniques, supplemented by limited, high-return mass media communication and extensive P.R. to acquire new to the courses customers. The new customer acquisition process focuses on "New to our course golfers" by capturing zip code data and player information the golf course is able to identify these golfers. The acquisition process will also address programs designed to "Welcome Back"

lost customers. By identifying the lost customers the staff can proactively communicate with them in an attempt to encourage repeat visits.

▪ **Retention:** The CPGC will utilize proven database management systems to track customer reservation, playing, and spending history; develop programs and offers that best meet the expressed needs of those customers; and utilize direct marketing techniques to communicate individually with them. Retention programs are designed to New Customer Retention and Existing Customer Retention. The program will allow the staff to identify new customers experiencing the course the staff can recognize and communicate with them "post visit" as a form of reinforcement. New Customer Retention might focus on a "Welcome Back"

▪ **Loyalty:** The CPGC will attain loyal customers through the delivery of a golf experience that is fun, enjoyable, and fulfills their expressed needs. The marketing focus is on the growth of the Customer Share of Wallet, programs specifically designed to increase the number of rounds played and the amount of spending during each customer visit. This is done through analysis of velocity rates and each customer's behavior to predict which are more likely to increase their portion of annual golf rounds at the CPGC.

An advertisement for the "VIC Invitational 2006". It features a photograph of a golfer on a green. The text on the sign includes:

Golf Club  
**vic**  
Invitational  
2006

The staff at Colonial Country Club will be an excellent partner for your business. We offer a variety of services to meet your needs. We are a full-service golf course with a clubhouse, restaurant, and bar. We are a member of the PGA of America and are proud to be a part of the golfing community.

**\$20 per person**  
Includes Tee Time & Optional Golf Club Available  
Minimum 20 people. Call 201.886.1600 to reserve your spot.

Reservations and inquiries at  
www.colonialcc.com

This four-part strategy is successfully implemented at all BCG-managed golf courses nationwide, and will be introduced to the CPGC for the benefit of all.

### **Marketing Budget**

BCG anticipates spending approximately \$50,000 to \$60,000 per year to promote The CPGC, expended as such in an average year:

- \$8,000 - \$15,000 for 'Systems,' including Web Site, Broadcast E-mail, Collateral, Graphic Design, Photography, Sales Management, and Photography
- \$8,000 - \$15,000 for 'Acquisitions,' including Direct Mail, Advertising, P.R., and Partnerships.
- \$8,000 - \$15,000 for 'Retention,' including Direct Mail and Programs.
- \$8,000 - \$15,000 for 'Loyalty,' including Programs and Promotions.

The relatively even split of expenditures among the four strategy areas allows for a balanced approach to **launching and maintaining a successful sales and marketing plan**. Specific expenditures by line item will be determined as part of BCG's extensive Annual Planning Process. As the facility's marketing matures, more dollars will shift toward Retention and Loyalty, with overall marketing expenditures eventually decreasing over time due to the direct marketing techniques as the primary communication tool.

Please see attached marketing plan for The CPGC.



### **Primary Media**

BCG will utilize direct marketing techniques as the primary communication tool for acquiring and retaining customers, including Web Site, Broadcast E-mail, and Direct Mail. These methods provide a higher return on investment (ROI) than advertising, as we are communicating directly with golfers who are likely (or existing) customers of the CPGC.

BCG will also utilize mass media mediums to acquire new golfers – frequencies, buys, and P.R. contacts for each media outlet will be determined as part of the Annual Planning Process, with return on investment (ROI) regularly measured to ensure that any specific advertising medium is effective.

BCG will extensively promote the CPGC through professionally-written and delivered press releases, media course reviews, and news alerts. This P.R. effort will be led by BCG's Buffalo Communications team, including Public Relations Specialist Alex Behrend.

### **Specific Promotions**

Upon contract award, BCG will review all promotions and advertising in which the CPGC is currently engaged and has completed in the past. This review will assist us in determining which programs are/have been successful for the course and should be continued or modified.

BCG will have installed and manage the **EZLinks POS and Tee Time Reservation System** that integrates telephone, Internet, golf shop, and hotel/packager reservation booking groups through one reservation portal, as well as provides for complete capture of customer data and playing activity on the tee sheet. The customer making a reservation will be guided through a simple, efficient data capture process, and his/her reservation, playing, and purchasing history will be saved for analysis.

BCG will establish a **FREE CPGC Player's Card/Golf Rewards Card** for all golfers to carry and use in order to maximize their connection to the course. The card will track each customer's play; act as an incentive for repeated play as well as improve the speed of check-in for the customer. This card will be tied to a specific rewards or discount program to be determined.



BCG will expertly analyze and use this valuable data to develop specific marketing programs and promotions to maximize tee sheet utilization, thereby enhancing rounds and revenue. Examples of such programs include:

- Targeting players during statistically under-utilized times (i.e., weekday early bird rate special e-mailed and mailed to golfers who play the golf course on weekdays, but have not in the past thirty days);
- Offering package-based offers to customers who are more likely to make retail and food & beverage purchases (i.e., lunch and golf package rate special e-mailed and mailed to golfers who typically play during the mid-day hours); and
- Creating programs targeted only to golfers who play the course infrequently (i.e., 1-2-3-FREE, Play 3 times in X time period, and receive your 4<sup>th</sup> round for Free).



Specific promotions and programs will be developed for the CPGC based on historical and future play and reservation data

**Customer Service**

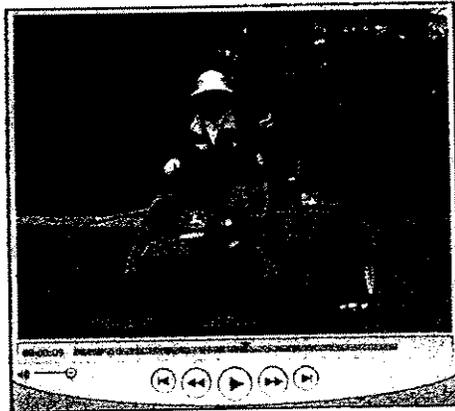
BCG will continue to train all employees through our innovative 'ACE the Guest Experience' Training Program. ACE is a professionally-developed series of training, observation, and feedback lessons to teach all employees how to act out **BCG's Guest Experience Vision**:

*I am part of a team prepared to create fun and enjoyment for our guests.*

*My positive attitude is my responsibility.*

*I choose to create loyal customers with my team, my attitude, and my actions.*

The **ACE Program** includes trainer-directed sessions using a professionally-filmed DVD (right, and below) and workbooks to teach our employees how to deliver great guest experiences. BCG's employees wrote, directed, and starred in the custom 30-minute DVD to promote BCG's service standards and behaviors.



Each BCG-managed course has at least one professionally-trained 'employee trainer' who leads the ACE Program, observes employees interacting with customers, and provides feedback to improve customer service. The DVD, training materials, and training guidelines are updated annually to ensure authenticity.



The ACE Program starts with an introduction by the firm's namesake **Billy Casper** (left), and the values our firm has instilled from his career of putting his fans – *his customers* – first.

Then, employees are taught that every guest contact is guided by **BCG's Service Standards** (right), designed to empower each employee to make the right decision in any circumstance. For example, the safety of our guests (and employees) is always the first priority,

even if clearing the course for lightening may inconvenience some golfers. Another example, the courtesy of waiting for a group to finish putting trumps the efficiency of a beverage cart moving onto the next group.

#### Service Standards

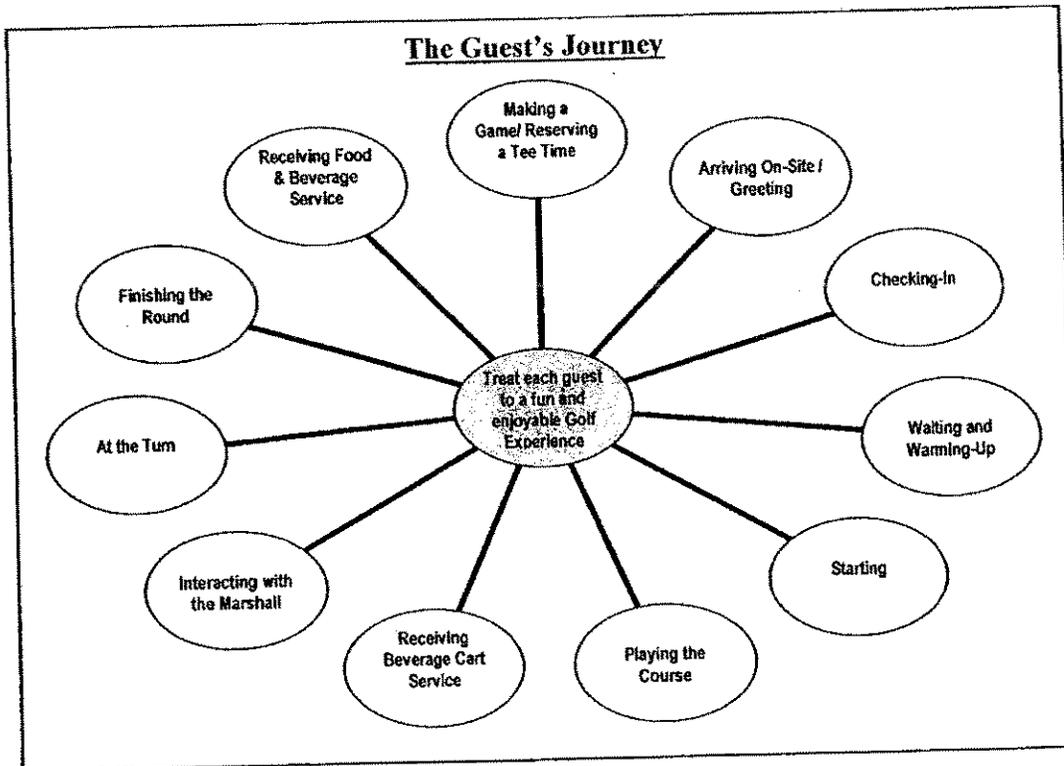
- ♦ Safety ♦
- ♦ Courtesy ♦
- ♦ Efficiency ♦
- ♦ Responsiveness ♦

#### Service Behaviors

- Acknowledge all guests with eye contact and a smile each and every time.
- Greet and welcome every guest; using their name if possible.
- Dress in a professional manner and wear a nametag at all times.
- Actively seek out guest contact and offer assistance.
- Provide immediate service resolution.
- Display appropriate body language at all times.
- Promote the facility in a positive and professional manner.
- Thank and invite back every guest, using their name if possible.

Next, **BCG's Service Behaviors** (left) – specific, observable behavior guidelines that communicate the minimum requirement for every guest interaction – are introduced. Examples of both good and bad interactions are demonstrated and discussed, role playing of common interactions is done, and review of position-specific 'best practices' for interacting with guests throughout their journey at the golf course is completed. Employees practice interacting with each other using these guidelines, and then hold each other accountable beyond the training to exhibit them every day.

Finally, our employees are guided through the **Guest's Journey** (next page) – from beginning to end – to help them understand how each and every guest interaction with an employee influences the golfer's experience. We teach our employees to empathize with each golfer's personal situation, anticipate their needs, service their needs, and then introduce the golfer to the next portion of their journey, creating a positive, seamless golfing experience.



The formal training sessions are followed-up by regular review of the guest vision statement, service standards, service behaviors, and guest journey in both department and all-staff meetings. The course's management team provides employees with timely feedback on positive and negative interactions that are observed, and each course has regular **Mystery Shopping** (right) conducted by professional, independent evaluators. Results and feedback from the 71-question evaluations are used to further train and reward employees based on the experiences of the

| Overall Customer Satisfaction                                                                                                                                                                                                                                      |     |     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|
| 100% (3/3)                                                                                                                                                                                                                                                         |     |     |
| 59. In general, did the team of employees work together to create a "fun and enjoyable experience"?                                                                                                                                                                | 5.0 | Yes |
| 70. Based solely on the overall experience you had today, would you return to play this course as a paying customer?                                                                                                                                               | 5.0 | Yes |
| 71. Would you recommend this course to a friend?                                                                                                                                                                                                                   | 5.0 | Yes |
| Please describe why you answered the last two questions the way you did.                                                                                                                                                                                           |     |     |
| The course was clean and maintained. The employees appeared to be focused on the customer, especially Nancy in the Snack area.                                                                                                                                     |     |     |
| When I asked a question of Christopher, in the pro shop, he verified the answer by checking with another employee. Also, when I checked out, the employees all focused their attention on explaining the free golf lessons to me, and asking if I had a good time. |     |     |
| I enjoyed the attitude of the employees, and the helpfulness of Christopher when I went to purchase a pair of shoes. He showed me a pair on sale first, which is a considerable thing in my opinion.                                                               |     |     |
| I will play here again, and will recommend this course because the employees made my experience such a good one.                                                                                                                                                   |     |     |

**Comments? Suggestions?**  
 Please call the Billy Casper Golf  
 Customer Comment Line at  
**1.866.589.7757**

'mystery customer' encounters. Emphasis in the evaluation is placed on employee-customer interactions, with the course's management team incentivized to deliver the best possible experiences.

Additionally, customers are afforded several means to share comments and suggestions to BCG's management, including toll-free **Customer Comment Lines** (left), web site-based **Feedback Forms**, and periodic **Customer Surveys**. All designed to help BCG understand the importance of each part of the customer experience to our golfers, and how we are performing relative to our competition and our own expectations.

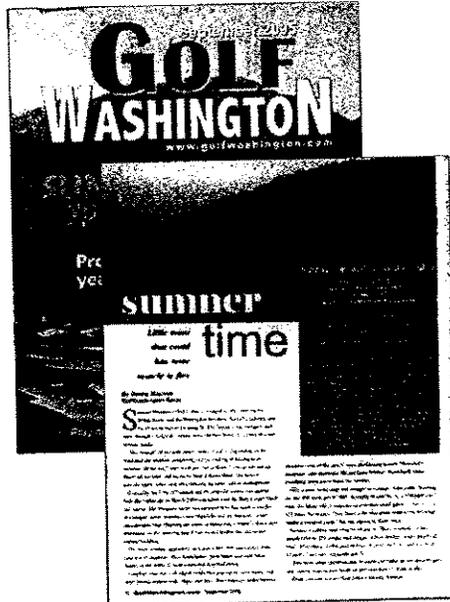


**Public Relations**

BCG will publicize and manage media relations for the CPGC utilizing the skills and resources of Buffalo Communications, BCG's in-house, golf-exclusive P.R. agency.

Buffalo employs eight (8) full-time golf publicists who leverage their longstanding media contacts to consistently well-position our courses in the news. **Public Relations Specialist, Alex Behrend**, will direct our public relations efforts for the courses.

Buffalo will develop and implement in concert with the Marketing Plan an **aggressive, comprehensive and on-going local, regional, and national publicity campaign** to expose the golf course as a "must play" in the region. Buffalo's publicity plan includes writing a series of newsworthy and timely press releases, pitching feature stories, securing reviews of the golf course, and ghostwriting articles lauding golfers' high-quality experiences at the facility. Buffalo's wordsmiths will position the course to be consistent with the themes of other marketing initiatives.



Buffalo will work closely with the Manager to **integrate him with local media** in an effort to further engage the course in much-desired publicity and media coverage. Buffalo's publicists will schedule golf course reviews to coincide with optimal course conditions, promote special events where media attendance is desired, and retain close contact with media writers and editors in order to **ensure optimal placement and coverage**.



### Transition Experience

BCG's experience transitioning golf courses from the management of public agencies and incumbent operators to BCG's management is extensive. The process is seamless, utilizing our proven, systematic team approach of transitioning employees and operations that ensures consistent service to existing customers. BCG's transition experience **includes forty-four (44) golf facilities** transitioned to BCG management since 2002, including **sixteen (16) transitioned from public-agency operation** to BCG management.

Several examples of successful BCG transitions include:

- **Tri-Mountain Golf Course (Clark County, Washington)** – BCG transitioned the public agency-owned 18-hole course from a local private operator to BCG with just ten (10) days notice.
- **Legion Memorial and Walter Hall Golf Courses (Everett, Washington)** – BCG transitioned two (2) public agency-owned 18-hole courses from a private local operator to BCG during April, while the golf season was well underway.
- **Forest Preserve District of Cook County (Cook County, Illinois)** – BCG transitioned twelve (12) county-owned and county-operated facilities that had been closed for several months, reopening them all after major refurbishment of systems, furnishing, fixtures, and equipment, and newly hired and trained staffs.
- **Cincinnati Recreation Commission (Cincinnati, Ohio)** – BCG transitioned seven public agency-owned (7) facilities from another national golf course management firm, maintaining all existing employees, systems, and programs through the first 90 days of BCG's operation.
- **Alta Vista Country Club (Placentia, California)** – BCG transitioned the privately-owned 18-hole private club with substantial banquet/restaurant operations from a local private operator to BCG while maintaining full services for members, guests, events, and banquets.

A sample transition plan for CPGC is attached for review



### **Renovation Experience**

BCG has managed dozens of renovation projects at our managed courses, ranging in scope from \$10,000 to more than \$12 million per project. Capital spending typically exceeds \$3 million annually nationwide.

BCG places significant emphasis on planning and executing projects to ensure the **physical integrity and competitive position** of its courses are enhanced and maintained. This process is critically important in increasingly competitive golf markets. All BCG-managed facilities undergo capital planning review semi-annually.

BCG's role in the prioritization and completion of capital projects is to ensure that a **proven, systematic approach** is taken in designing, building, and/or realizing those projects. BCG uses a team approach, with collective participation of the project architect, contractors, and the client, to create a successful, well-planned improvement.

A sampling of recent capital projects – all of which occurred while the facility remained open for play – include:

- **Ka'anapali Golf Courses (Maui, Hawaii)** – BCG managed the redesign and renovation of two resort 18-hole golf courses and clubhouse over 3 years. One course closed at a time, always leaving 18 holes open to play.
- **Reston National Golf Course (Reston, Virginia)** – BCG managed the interior renovation of clubhouse and complete renovation/expansion of Nike Golf Learning Center practice facilities (driving range, short game area, teaching areas), and renovation of all bunkers on the daily-fee 18-hole golf course.
- **Chesapeake Hills Golf Course (Lusby, Maryland)** – BCG managed the renovation of the public 18-hole golf course including conversion of fairways, installation of a new irrigation system, addition of cart paths, renovation of the clubhouse, and bunker renovations.
- **Cranbury Golf Club (West Windsor, New Jersey)** – BCG managed the renovation of all bunkers, tee complexes, and driving range, and interior renovations of clubhouse for the semi-private 18-hole golf course.
- **Stoneleigh Golf Club (Round Hill, Virginia)** – BCG managed the construction of new, laser-leveled tee boxes, renovation of all bunkers, renovation of 50% of green complexes, addition of cart paths, and development of a swimming pool complex for the private 18-hole course.



**EXHIBIT "D"**  
**Golf Fees**

|                                           |  | <b>Walking / Riding</b> |
|-------------------------------------------|--|-------------------------|
| <b>COBB'S CREEK (The Olde Course)</b>     |  |                         |
| <b>Weekdays</b>                           |  |                         |
| Regular                                   |  | \$31 / \$41             |
| Twilight                                  |  | \$26 / \$36             |
| Early Bird/Super Twilight                 |  | \$21 / \$31             |
| Junior & Senior                           |  | \$21 / \$31             |
| <b>Weekends /Holidays</b>                 |  |                         |
| Saturday & Sunday                         |  | \$36 / \$46             |
| Twilight                                  |  | \$31 / \$41             |
| Early Bird/Super Twilight                 |  | \$26 / \$36             |
| <b>F.D.R. &amp; JOHN F. BYRNE</b>         |  |                         |
| <b>Weekdays</b>                           |  |                         |
| Regular                                   |  | \$26 / \$36             |
| Twilight                                  |  | \$21 / \$31             |
| Early Bird/Super Twilight                 |  | \$16 / \$26             |
| Junior & Senior                           |  | \$16 / \$26             |
| <b>Weekends /Holidays</b>                 |  |                         |
| Saturday & Sunday                         |  | \$31 / \$41             |
| Twilight                                  |  | \$26 / \$36             |
| Early Bird/Super Twilight                 |  | \$21 / \$31             |
| <b>9 HOLE RATES</b>                       |  |                         |
| <b>Weekdays</b>                           |  |                         |
| Monday thru Friday                        |  | \$15 / \$20             |
| <b>Weekends /Holidays</b>                 |  |                         |
| Saturday & Sunday                         |  | \$20 / \$25             |
| <b>COBB'S CREEK (The Karakung Course)</b> |  |                         |
| <b>Weekdays</b>                           |  |                         |
| Monday thru Friday                        |  | \$21 / \$31             |
| Twilight                                  |  | \$16 / \$26             |
| Early Bird/Super Twilight                 |  | \$16 / \$21             |
| Junior & Senior                           |  | \$16 / \$21             |
| <b>Weekends /Holidays</b>                 |  |                         |
| Saturday & Sunday                         |  | \$26 / \$31             |
| Twilight                                  |  | \$21 / \$31             |
| Early Bird/Super Twilight                 |  | \$16 / \$26             |

**EXHIBIT "E"**

**Certifications and Covenants of Recipient of Financial Assistance**

## **Disclosure Forms**

### **Directions:**

1. Please read the following information regarding the completion of these disclosure forms. Please review the definitions prior to completing any form.
2. Date and initial the top of each form after you have completed it and sign the form on the last page.
3. NOTE: There are two different types of campaign contribution disclosure forms: one for those who are applying as individuals and one for those applying as businesses. Only fill out one type of form. (If you have used a consultant with respect to applying for this financial assistance you will have to fill out a campaign contribution disclosure form for them as well.)

### **Getting Started**

There are five sets of disclosure forms enclosed in this packet. You must provide information for each disclosure form. The information you must disclose includes:

1. Any contributions (defined as a provision of money, in-kind assistance, discounts, forbearance or any other valuable thing) made during the two years prior to the application submission date or prior to your receipt of financial assistance in the absence of an application;
2. The name of any consultant(s) you used to help in obtaining this financial assistance and any campaign contributions they have made;
3. Any subcontractors you are planning to use if awarded this financial assistance;
4. Whether a City employee or official asked you to give money, services, or any other thing of value to any individual or entity; and
5. Whether a City employee or official gave you any advice on how to satisfy any minority, women, disabled or disadvantaged business participation goals.

### **More information on Disclosing Campaign Contributions**

Applicants for financial assistance must disclose any contributions they made to:

- A candidate for nomination or election in any public office in the Commonwealth of Pennsylvania
- An incumbent in any public office in the Commonwealth of Pennsylvania
- A political committee or state party in the Commonwealth of Pennsylvania
- A group, committee, or association organized in support of any candidate, office holder, political committee or state party in the Commonwealth of Pennsylvania

The types of contributions that must be disclosed include:

- Any advance or deposit of money, gift, or any other valuable thing given to a candidate or political committee for the purpose of influencing any election in the Commonwealth of Pennsylvania
- The purchase of tickets for events such as dinners, luncheons, rallies and all other fund-raising events
- Granting of rebates or discounts not available to the general public or rebates by television and radio stations and newspapers not extended on an equal basis to all candidates
- Any payments made on behalf of the candidate not made by either the candidate or their committee

*Attribution Rules.* In addition to disclosing contributions made directly by the applicant, the applicant will be asked to supply information on other types of contributions. The campaign contribution disclosure forms will include questions that specifically ask for information on these other types of contributions. These contributions will be attributed to the individual or business and will be used to determine the applicant's eligibility to receive financial assistance.

Businesses (i.e. corporation, limited liability company, partnership association, joint venture, or any other legal entity) have to disclose contributions made by the following:

- Applicant business
- Parent, subsidiary, or otherwise affiliated entity of the applicant business ("affiliate")
- An individual or business that is then reimbursed by the applicant business or affiliate

- Officers, directors, controlling shareholders, or partners of the for-profit applicant business or for-profit affiliate
- Political action committee controlled by applicant business or affiliate
- Political action committee controlled by officer, director, controlling shareholder, or partner of the for-profit applicant business or for-profit affiliate

Individuals have to disclose contributions made by the following:

- Applicant individual
- Member of individual's immediate family (i.e., spouse, life partner, or dependent child living at home), when contributions are in excess of \$2500

In addition to direct contributions to candidates, incumbents, or political committees in the Commonwealth of Pennsylvania, applicants are also required to disclose:

1. Contributions not directly given to a candidate, incumbent, or political committee but made with the intent that the contribution will benefit the candidate, incumbent, or political committee;
2. Solicitation of contributions on behalf of a candidate, incumbent, or political committee, including the hosting of or solicitation at fundraising events (required to disclose details regarding the date of event and amount raised); and
3. Contributions not made directly by the individual/business to a candidate, incumbent, or political committee but furnished by the individual / business (as an "intermediary").

**Eligibility Restrictions**

If an individual makes contributions totaling over \$2,500 in one calendar year to a candidate for City elective office or to an incumbent, the individual is not eligible to receive financial assistance during that candidate's or incumbent's term of office.

If a business makes contributions totaling over \$10,000 in one calendar year to a candidate for City elective office or to an incumbent, the business is not eligible to receive financial assistance during that candidate's or incumbent's term of office.

Although individuals and businesses have to disclose campaign contributions made during the two years prior to the date they fill out these forms, the eligibility restrictions take into consideration only those contributions made on or after January 1, 2006.

**Definitions**

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Affiliate | A parent, subsidiary, or otherwise affiliated entity of a business                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Applicant | An individual or business who has filed an application to be awarded a non-competitively bid contract or financial assistance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Business  | A corporation, limited liability company, partnership, association, joint venture or any other legal entity (including non-profit organizations) other than an Individual                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Candidate | Any individual who seeks nomination or election to public office, other than a judge of elections or inspector of elections, whether or not such individual is nominated or elected. An individual shall be deemed to be seeking nomination or election to such office if he or she has (1) received a contribution or made an expenditure or has given his consent for any other person or committee to receive a contribution or make an expenditure, for the purpose of influencing his or her nomination or election to such office, whether or not the individual has made known the specific office for which he or she will seek nomination or election at the time the contribution is received or the expenditure is made; or (2) taken the action necessary under the |

|                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                        | laws of the Commonwealth of Pennsylvania to qualify himself or herself for nomination or election to such office.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Consultant             | A person used by an applicant to assist in obtaining the financial assistance through direct or indirect communication by such individual or business with any City agency or Agency or any City or Agency officer or employee, if the communication is undertaken by such individual or business in exchange for, or with the understanding of receiving, payment from the applicant; provided, however, that "Consultant" shall not include a full-time employee of the applicant.                                                                                                                                                                                                                                                                                                                                                                                                         |
| Contributions          | The provision of money, in-kind assistance, discounts, forbearance or any other valuable thing, during the two years prior to the deadline for the filing of the application for the contract opportunity or financial assistance, to any of the following: <ul style="list-style-type: none"> <li>- a candidate for nomination or election to any public office in the Commonwealth of Pennsylvania;</li> <li>- an incumbent in any public office in the Commonwealth;</li> <li>- a political committee or state party in the Commonwealth; or</li> <li>- a group, committee or association organized in support of any candidate, office holder, political committee or state party in the Commonwealth.</li> </ul>                                                                                                                                                                        |
| Financial Assistance   | Any grant, loan, tax incentive, bond financing subsidy for land purchase or otherwise, or other form of assistance that is realized by or provided to a person in the amount of fifty thousand dollars (\$50,000) or more through the authority or approval of the City, including, but not limited to, Tax Increment Financing (TIF) aid, industrial development bonds, use of the power of eminent domain, Community Development Block Grant (CDBG) aid or loans, airport revenue bonds, and Enterprise Zone or similar economic development zone designations (such as Keystone Opportunity Zones, Keystone Opportunity Expansion Zones, Keystone Opportunity Improvement Zones, and Economic Development District Zones), but not including any assistance to which a person is entitled under a law enacted before the individual or business applied for or requested such assistance. |
| Immediate family       | A spouse or life partner residing in the individual's household or minor dependent children                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Incumbent              | An individual who holds elective office                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Intermediary           | A person, who, other than in the regular course of business as a postal, delivery or messenger service, delivers a contribution from another individual or business to the recipient of such contribution                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Person                 | An individual, corporation, limited liability company, partnership, association, joint venture, or any other legal entity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Political committee    | Any committee, club, association or other group of persons which receives money or makes expenditures for purposes of influencing any election                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Solicit a Contribution | Requesting or suggesting that a person make a contribution. The sponsoring or hosting of a fundraising event is considered soliciting a contribution from the attendees of the event. Any contributions raised at such event are counted as a contribution made by the host of the event.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

Date: \_\_\_\_\_

Initials: \_\_\_\_\_

**If Applying as an Individual:**  
**Campaign Contribution Disclosure Form**

Please read through the directions and definitions before filling out this disclosure form to make sure that each question is answered appropriately and thoroughly. Note that you must provide information for the two years prior to the application deadline.

|                                                                                                                        | <b>Yes</b>               | <b>No</b>                |
|------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| Have you made any contributions?                                                                                       | <input type="checkbox"/> | <input type="checkbox"/> |
| Have you solicited or served as an intermediary for any contributions?                                                 | <input type="checkbox"/> | <input type="checkbox"/> |
| Has a member of your immediate family made any contributions over and above \$2,500?                                   | <input type="checkbox"/> | <input type="checkbox"/> |
| Has a member of your immediate family solicited or served as an intermediary for contributions over and above \$2,500? | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Check here to certify that no contributions were made.</i>                                                          | <input type="checkbox"/> |                          |

Additional information on every contribution must be disclosed.  
Please use the table provided on the next page.



Date: \_\_\_\_\_

Initials: \_\_\_\_\_

**If Applying as a Business:  
Campaign Contribution Disclosure Form**

Please read through the directions and definitions before filling out this disclosure form to make sure that each question is answered appropriately and thoroughly. Where "non-profit" is an option, indicate whether the business is a non-profit; non-profits are not required to disclose contribution information on these questions. Note that you must provide information for the two years prior to the application deadline.

|                                                                                                                                                                                                                                              | Yes                      | No                       | Non-Profit               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| Has the business made any contributions?                                                                                                                                                                                                     | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| Has the business solicited or served as an intermediary for any contributions?                                                                                                                                                               | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| Has an officer, director, controlling shareholder, or partner of the business made any contributions?                                                                                                                                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Has an officer, director, controlling shareholder, or partner of the business solicited or served as an intermediary for any contributions?                                                                                                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Has an affiliate of the business made any contributions?                                                                                                                                                                                     | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| Has an affiliate of the business solicited or served as an intermediary for any contributions?                                                                                                                                               | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the business made any contributions?                                                                                                              | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the business solicited or served as an intermediary for any contributions?                                                                        | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| Has the business or an affiliate of the business reimbursed another individual or business for a contribution that the individual or business has made?                                                                                      | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| Has an officer, director, controlling shareholder, or partner of a for-profit business, or of a for-profit affiliate of the business, reimbursed another individual or business for a contribution that the individual or business has made? | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| Has a political committee controlled by the business or by an affiliate of the business made any contributions?                                                                                                                              | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| Has a political committee controlled by an officer, director, controlling shareholder, or partner of the for-profit business, or of a for-profit affiliate of the business, made any contributions?                                          | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| <i>Check here to certify that no contributions were made.</i>                                                                                                                                                                                |                          | <input type="checkbox"/> |                          |

Additional information on every contribution must be disclosed.  
Please use the table provided on the next page.



Date: \_\_\_\_\_

Initials: \_\_\_\_\_

### **Use of Consultant Disclosure Form**

Please list all consultant(s) used in the year prior to the application deadline and the corresponding information for that consultant in the space provided below.

Please note that a Consultant, for the purposes of the required disclosures, is defined as an individual or business used by an applicant or contractor to assist in obtaining financial assistance through direct or indirect communication by such individual or business with any City agency, , any City or officer or employee, if the communication is undertaken in exchange for, or with the understanding of receiving, payment from the applicant or contractor or any other individual or business (however, "Consultant" shall not include a full-time employee of the Applicant or Contractor).

|                                                                                                     |                          |
|-----------------------------------------------------------------------------------------------------|--------------------------|
| Check here to certify that no consultant(s) was used in the year prior to the application deadline. | <input type="checkbox"/> |
| Consultant Name                                                                                     |                          |
| Address 1                                                                                           |                          |
| Address 2                                                                                           |                          |
| City, State, Zip                                                                                    |                          |
| Phone                                                                                               |                          |
| Amount Paid or to be Paid                                                                           |                          |
| Consultant Name                                                                                     |                          |
| Address 1                                                                                           |                          |
| Address 2                                                                                           |                          |
| City, State, Zip                                                                                    |                          |
| Phone                                                                                               |                          |
| Amount Paid or to be Paid                                                                           |                          |
| Consultant Name                                                                                     |                          |
| Address 1                                                                                           |                          |
| Address 2                                                                                           |                          |
| City, State, Zip                                                                                    |                          |
| Phone                                                                                               |                          |
| Amount Paid or to be Paid                                                                           |                          |
| Consultant Name                                                                                     |                          |
| Address 1                                                                                           |                          |
| Address 2                                                                                           |                          |
| City, State, Zip                                                                                    |                          |
| Phone                                                                                               |                          |
| Amount Paid or to be Paid                                                                           |                          |

Date: \_\_\_\_\_

Initials: \_\_\_\_\_

**Consultant: Individual Campaign Contribution Disclosure Form**

Use this form if the Consultant used is an Individual. Please read through the directions and definitions before filling out this disclosure form to make sure that each question is answered appropriately and thoroughly. Note that you must provide information for the two years prior to the application deadline.

|                                                                                                                                    | Yes                      | No                       |
|------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| Has the Consultant made any contributions?                                                                                         | <input type="checkbox"/> | <input type="checkbox"/> |
| Has the Consultant solicited or served as an intermediary for any contributions?                                                   | <input type="checkbox"/> | <input type="checkbox"/> |
| Has a member of the Consultant's immediate family made any contributions over and above \$2,500?                                   | <input type="checkbox"/> | <input type="checkbox"/> |
| Has a member of the Consultant's immediate family solicited or served as an intermediary for contributions over and above \$2,500? | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Check here to certify that no contributions were made.</i>                                                                      | <input type="checkbox"/> |                          |

Additional information on every contribution must be disclosed.  
Please use the table provided on the next page.



Date: \_\_\_\_\_

Initials: \_\_\_\_\_

**Consultant: Business Campaign Contribution Disclosure Form**

Use this form if the Consultant used is a Business. Please read through the directions and definitions before filling out this disclosure form to make sure that each question is answered appropriately and thoroughly. Where "non-profit" is an option, indicate whether the business is a non-profit; non-profits are not required to disclose contribution information on these questions. Note that you must provide information for the two years prior to the application deadline.

|                                                                                                                                                                                                                                                                      | Yes                      | No                       | Non-Profit               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| Has the Consultant business made any contributions?                                                                                                                                                                                                                  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| Has the Consultant business solicited or served as an intermediary for any contributions?                                                                                                                                                                            | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| Has an officer, director, controlling shareholder, or partner of the Consultant business made any contributions?                                                                                                                                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Has an officer, director, controlling shareholder, or partner of the Consultant business solicited or served as an intermediary for any contributions?                                                                                                               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Has an affiliate of the Consultant business made any contributions?                                                                                                                                                                                                  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| Has an affiliate of the Consultant business solicited or served as an intermediary for any contributions?                                                                                                                                                            | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the Consultant business made any contributions?                                                                                                                           | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the Consultant business solicited or served as an intermediary for any contributions?                                                                                     | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| Has the Consultant business or an affiliate of the business reimbursed another individual or business for a contribution that the individual or business has made?                                                                                                   | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| Has an officer, director, controlling shareholder, or partner of the for-profit Consultant business, or of a for-profit affiliate of the Consultant business, reimbursed another individual or business for a contribution that the individual or business has made? | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| Has a political committee controlled by the Consultant business or by an affiliate of the business made any contributions?                                                                                                                                           | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| Has a political committee controlled by an officer, director, controlling shareholder, or partner of the for-profit Consultant business, or of a for-profit affiliate of the Consultant business, made any contributions?                                            | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| <i>Check here to certify that no contributions were made.</i>                                                                                                                                                                                                        |                          | <input type="checkbox"/> |                          |

Additional information on every contribution must be disclosed.  
Please use the table provided on the next page.



Date: \_\_\_\_\_

Initials: \_\_\_\_\_

### **Use of Subcontractor Disclosure Form**

Please list all subcontractor(s) you are planning to use if awarded this financial assistance by filling out the appropriate information in the space provided below.

|                                                                |                          |
|----------------------------------------------------------------|--------------------------|
| Check here to certify that no subcontractor(s) are to be used. | <input type="checkbox"/> |
| Subcontractor Name                                             |                          |
| Address 1                                                      |                          |
| Address 2                                                      |                          |
| City, State, Zip                                               |                          |
| Phone                                                          |                          |
| Amount Paid or to be Paid, or Percentage to be Paid            |                          |
| Subcontractor Name                                             |                          |
| Address 1                                                      |                          |
| Address 2                                                      |                          |
| City, State, Zip                                               |                          |
| Phone                                                          |                          |
| Amount Paid or to be Paid, or Percentage to be Paid            |                          |
| Subcontractor Name                                             |                          |
| Address 1                                                      |                          |
| Address 2                                                      |                          |
| City, State, Zip                                               |                          |
| Phone                                                          |                          |
| Amount Paid or to be Paid, or Percentage to be Paid            |                          |
| Subcontractor Name                                             |                          |
| Address 1                                                      |                          |
| Address 2                                                      |                          |
| City, State, Zip                                               |                          |
| Phone                                                          |                          |
| Amount Paid or to be Paid, or Percentage to be Paid            |                          |

Date: \_\_\_\_\_

Initials: \_\_\_\_\_

### **Employee Request Form**

Please list any City employees or officers who have asked you (the Applicant), any officer director, or management employee of the Applicant, or any person representing the Applicant to give money, services, or any other thing of value (other than contributions as defined above) during the two years prior to the application deadline.

|                                                                                                                                                                                                                                                                                                                                                               |                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Check here to certify that no City employees or officers who have asked you (the Applicant), any officer director, or management employee of the Applicant, or any person representing the Applicant to give money, services, or any other thing of value (other than contributions as defined above) during the two years prior to the application deadline. | <input type="checkbox"/> |
| Name of Employee/Officer                                                                                                                                                                                                                                                                                                                                      |                          |
| Title                                                                                                                                                                                                                                                                                                                                                         |                          |
| Money Services, or Thing of Value Requested                                                                                                                                                                                                                                                                                                                   |                          |
| Money, Services, or Thing of Value Given (If none, write "none")                                                                                                                                                                                                                                                                                              |                          |
| Date Requested                                                                                                                                                                                                                                                                                                                                                |                          |
| Date of Payment                                                                                                                                                                                                                                                                                                                                               |                          |
| Name of Employee/Officer                                                                                                                                                                                                                                                                                                                                      |                          |
| Title                                                                                                                                                                                                                                                                                                                                                         |                          |
| Money Services, or Thing of Value Requested                                                                                                                                                                                                                                                                                                                   |                          |
| Money, Services, or Thing of Value Given (If none, write "none")                                                                                                                                                                                                                                                                                              |                          |
| Date Requested                                                                                                                                                                                                                                                                                                                                                |                          |
| Date of Payment                                                                                                                                                                                                                                                                                                                                               |                          |
| Name of Employee/Officer                                                                                                                                                                                                                                                                                                                                      |                          |
| Title                                                                                                                                                                                                                                                                                                                                                         |                          |
| Money Services, or Thing of Value Requested                                                                                                                                                                                                                                                                                                                   |                          |
| Money, Services, or Thing of Value Given (If none, write "none")                                                                                                                                                                                                                                                                                              |                          |
| Date Requested                                                                                                                                                                                                                                                                                                                                                |                          |
| Date of Payment                                                                                                                                                                                                                                                                                                                                               |                          |

Date: \_\_\_\_\_

Initials: \_\_\_\_\_

### **Employee Participation Advice Disclosure Form**

Please list any City employees or officers who gave you (the Applicant), any officer director, or management employee of the Applicant, or any person representing the Applicant advice that a particular individual or business could be used by the Applicant to satisfy any goals established in the contract or financial assistance agreement for the participation of minority, women, disabled, or disadvantaged business enterprises during the two years prior to the application deadline.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Check here to certify that no City employees or officers gave you (the Applicant), any officer director, or management employee of the Applicant, or any person representing the Applicant advice that a particular individual or business could be used by the Applicant to satisfy any goals established in the contract or financial assistance agreement for the participation of minority, women, disabled, or disadvantaged business enterprises during the two years prior to the application deadline. | <input type="checkbox"/> |
| Name of Employee/Officer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                          |
| Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |
| Date of Advice                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                          |
| Individual or Business Recommended to Satisfy Participation Goals                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |
| Name of Employee/Officer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                          |
| Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |
| Date of Advice                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                          |
| Individual or Business Recommended to Satisfy Participation Goals                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |
| Name of Employee/Officer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                          |
| Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |
| Date of Advice                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                          |
| Individual or Business Recommended to Satisfy Participation Goals                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |
| Name of Employee/Officer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                          |
| Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |
| Date of Advice                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                          |
| Individual or Business Recommended to Satisfy Participation Goals                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |

Date: \_\_\_\_\_

Initials: \_\_\_\_\_

Signature

In order for the submission of these disclosure forms to be considered valid, they must be properly signed below by the respondent. Disclosure forms **that are not signed will be rejected**. By signing your name and title in the signature space below, you, as the respondent, signify your intent to sign these disclosure forms. The signatory hereby declares and certifies themselves to be the respondent, declares and certifies that they are properly authorized to execute these disclosure forms, and represents and covenants that all of the information and disclosures provided to the best of their knowledge are true and contain no material misstatements or omissions. Breach of such representation and covenant may render any subsequent provision of financial assistance voidable, and entitle the City (or Agency) to all rights and remedies provided by law or equity.

If these disclosure forms are being submitted by an INDIVIDUAL, PARTNERSHIP, LIMITED LIABILITY COMPANY OR MANAGED LIMITED LIABILITY COMPANY, sign the forms here:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

If these disclosure forms are being submitted by a CORPORATION, sign the forms here, with signatures by (a) President or Vice-President of the corporation AND (b) Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of the corporation. If the disclosure forms are not signed by the above mentioned, you hereby certify that you are authorized pursuant to a certified corporate resolution to sign in place of such officers.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
*President/Vice President, if other, please specify*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
*Secretary/Asst. Secretary/Treasurer/Asst. Treasurer  
If other, please specify*

## EXHIBIT "F"

### Billy Casper Golf, LLC - Economic Opportunity Plan

#### I. Plan Introduction

The Fairmount Park Commission and the Procurement Department are entering into an agreement with Billy Casper Golf, LLC (**BCG**) to operate, manage and maintain as a concessionaire, four 18-hole golf courses and one sports center, including Olde Course and Karakung Course located at Cobbs Creek Golf Club, Franklin D. Roosevelt Golf Club; John F. Byrne Golf Club; and City Line Sports Center.

The Fairmount Park Commission is committed to provide meaningful and representative opportunities for minority-owned, women-owned and disabled-owned business enterprises (referred to hereafter individually, as "**MBEs**", "**WBEs**", "**DSBEs**", respectively and collectively, as "**M/W/DSBEs**"), socially and economically disadvantaged owned business enterprises (referred to hereafter as "**DBEs**") and individuals that are City of Philadelphia residents (referred to hereafter as "**Local Residents**").

The following sets forth the purpose, standards and procedures of the Economic Opportunity Plan (the "**Plan**") that will govern the concession agreement. Beside BCG, participants in the Plan shall also include BCG's respective subsidiaries and agents performing golf course operations under the agreement (collectively, the "**Participants**" and each a "**Participant**"). All Participants shall be obligated to fully comply with the requirements of the Plan.

BCG and all Participants shall observe and be subject to the enforcement of all relevant City of Philadelphia, Commonwealth of Pennsylvania and federal laws, ordinances, orders, rules and/or regulations regarding M/W/DSBEs and locally-based business enterprises. Furthermore, BCG shall, consistent with sound procurement policies and applicable laws, ensure that M/W/DSBEs are afforded a meaningful and representative opportunity to participate in contracts relating to the concession agreement in accordance with Appendix 3 of the RFP.

For the purposes of this Plan, the term "minority person" shall refer to the following: African American or Black (persons having origins in any of the Black racial groups of Africa); Hispanic American (persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin regardless of race); Asian American (persons having origins from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, Hong Kong, India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;; and Native

Americans (which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians).

Agencies and representatives of the City of Philadelphia and/or Commonwealth of Pennsylvania may be consulted regarding the appropriate inclusion of M/W/DSBEs and DBEs in the concession agreement as outlined in this Plan and with regard to its implementation.

## II. **Best and Good Faith Efforts**

1. Good Faith Efforts. – BCG was determined to be Responsive and Responsible by MBEC in its proposal submitted in response to RFP C-103-08. BCG and Participants shall continue to use **best and good faith efforts** (as defined hereunder) to provide appropriate participation and utilization opportunities for M/W/DSBEs, minority workers, female workers in accordance with the requirements set forth in Appendix 3 of the RFP, and Local Resident workers in accordance with this Plan, consistent with best and sound procurement practices and applicable law.

**Best and good faith efforts** are those efforts, the scope, intensity and appropriateness of which are designed and performed to achieve the objectives of this Plan including ranges and goals expressed herein. **Best and good faith efforts** will be deemed adhered to when BCG and a Participant meets the criteria set forth in this Plan and demonstrates and documents its efforts as required in Appendix 3 of the RFP.

2. Monitoring of **Best and Good Faith Efforts**. – In accordance with Section 16.07 of the Concession Agreement, BCG shall include in its “State of the Courses” report, its demonstrated best and good faith efforts to comply with this Plan and Appendix 3 of the RFP. Demonstrated best and good faith efforts includes those efforts set forth in IV(B) below.
3. The monitoring and reporting of **best and good faith efforts** of the Participants shall be established by BCG in consultation with MBEC and/or the Executive Director and consistent with Appendix 3 of the RFP.

## III. **Certified M/W/DSBEs**

- A. Only businesses that are owned and controlled, in both form and substance as M/W/DSBEs shall be counted towards participation under this Plan. To ensure this standard, all businesses, including joint ventures, must be certified by MBEC, or any successor agency or the PA UCP. Both agencies are authorized to certify such enterprises.
- B. M/W/DSBE certification shall not be the sole determination of a bidder's or contractor's financial or technical ability to perform specified work. The

Executive Director reserves the right to evaluate the contractor's or subcontractor's ability to satisfy financial, technical, or other criteria separate and apart from said certifications. Pre-qualification conditions and requirements shall be conveyed in a fair, open and non-discriminatory manner to all.

- C. BCG recognizes that M/W/DSBE certifications may expire or the firm may experience decertification by an authorized governmental entity. Certifications that expire during an M/W/DSBE's participation of the Services may be counted toward overall goals for participation ranges. However, said firm **MUST** become recertified prior to consideration for future range/goal credit in this Plan. If a firm has been decertified, said firm will not be eligible to participate.

#### IV. **Non-Compliance**

- A. In cases where MBEC or the Executive Director has cause to believe that BCG and/or a Participant, acting in good faith, has failed to comply with the provisions of this Plan, the Executive Director in consultation with MBEC and/or appropriate agencies and professional entities, will attempt to resolve the noncompliance through conciliation and mediation.
- B. In conciliation, BCG and/or a Participant must satisfy the MBEC and/or the Executive Director's concern that it has made **best and good faith efforts** to achieve the agreed upon participation ranges and/or goals. Demonstration of **best and good faith efforts** on the part of BCG and/or a Participant includes:
  - 1. Entering into a contractual relationship with the designated M/W/DSBE firm in a timely, responsive and responsible manner, and fulfilling all contractual requirements, including payments, in said manner.
  - 2. Notifying all parties - including the Executive Director, the M/W/DSBE, the MBEC and all relevant Participants of any problems in a timely manner.
  - 3. Requesting assistance from the Executive Director and/or the MBEC in resolving any problems with any M/W/DSBE.
  - 4. Making every reasonable effort to appropriately facilitate successful performance of contractual duties by an M/W/DSBE through timely, clear and direct communications and reasonable business assistance.
- C. In cases where Executive Director, in consultation with the MBEC, has cause to believe that BCG and/or any Participant has failed to comply with the provisions of this Plan, the Executive Director and/or the MBEC will conduct an investigation.
- D. After affording BCG and/or Participant notice and an opportunity to be heard, the Executive Director in consultation with the MBEC, will take corrective, remedial and/or punitive action. Such actions may include, but are not limited to:

1. Declaring BCG or a Participant as non-responsible and/or non-responsive, with a determination being made that BCG or the Participant is in default of the contract in accordance with Section 4.10 of the RFP, and is ineligible for any other future contracts affiliated with the City;
2. Suspending the violating Participant from doing business with the City;
3. Withholding payments to the violating Participant; and/or
4. Pursuing and securing any relief which the Executive Director, in consultation with the MBEC, may deem to be necessary, proper, and in the best interest of the Commission consistent with applicable policy and law.

V. **Employment of Local Residents; M/W/DSBE Employment Opportunities; Contract Opportunities.**

A. Employment of Local Residents:

In support of federal and local policies that target economic benefits to low-income residents, BCG shall, and shall require Participants to make good faith efforts to employ Local Residents.

B. M/W/DSBE Employment Opportunities:

1. In the creation of new jobs under the agreement, BCG shall make **best and good faith efforts** at staffing diversity in full-time and part-time positions at the golf facilities.
2. BCG will use its **best and good faith efforts** to reach out to sources of employment like the Philadelphia Workforce Development Corporation, the Urban League of Philadelphia and the Jewish Employment and Vocational Services that can refer minority, female and disabled workers. The definition of “minority” set forth in Part I shall apply to BCG's employment efforts.

C. Contract Opportunities:

1. Facility Operations: MBEC established the following participation ranges set for below for RFP C-103-08. BCG has been deemed Responsive and Responsible by MBEC for compliance with the established ranges:

**PARTICIPATION RANGES**

*Architectural and Engineering Services (A/E):*

MBE Ranges 15% - 20%

WBE Ranges 10% - 15%

DSBE Ranges Encouraged

*Construction and Renovation Improvements:*

MBE Ranges 20% - 25%

WBE Ranges 10% - 15%

DSBE Ranges Encouraged

*Operations and Maintenance (including food court and related supplies):*

MBE Ranges 10% - 15%

WBE Ranges 10% - 15%

DSBE Ranges Encouraged

**EXHIBIT "G"- Insurance**  
**BILLY CASPER GOLF**  
**INSURANCE PROGRAM SUMMARY - POLICY PERIOD 12/1/07 TO 12/1/08**

*Package (Property, General Liability), Policy Number 35852438*  
**Insurance Carrier: Chubb**

| <b>PROPERTY COVERAGE</b>                                                                            |                                                                                                |                                                                      |
|-----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| Coverage                                                                                            | Limits                                                                                         | Deductibles                                                          |
| Blanket Building, Personal Property, Mobile Equipment                                               | \$64,366,340 – Building<br>\$15,929,489 – Personal Property<br>\$28,515,549 – Mobile Equipment | \$2,500 except<br>\$500 for Golf Carts<br>\$1,000 – Mobile Equipment |
| Business Income/Extra Expense                                                                       | \$22,254,902                                                                                   | \$2,500                                                              |
| Golf Course Property                                                                                | \$1,000,000 Aggregate                                                                          | \$2,500                                                              |
| Trees, Plants and Shrubs                                                                            | \$25,000 Each Plant                                                                            | \$2,500                                                              |
| Earthquake & Flood (respectively)                                                                   | \$250,000 Each Occurrence<br>\$1,000,000 Per Occurrence<br>\$1,000,000 Aggregate               | Flood – Subject to flood zone<br>Earthquake - \$50,000               |
| <b>GENERAL LIABILITY COVERAGE</b>                                                                   |                                                                                                |                                                                      |
| General Aggregate                                                                                   | \$15,000,000                                                                                   | \$0                                                                  |
| Products – Completed Operations Aggregate                                                           | \$2,000,000                                                                                    | \$0                                                                  |
| Each Occurrence                                                                                     | \$1,000,000                                                                                    | \$0                                                                  |
| Personal & Advertising Injury Liability                                                             | \$1,000,000                                                                                    | \$0                                                                  |
| Damage to Premises Rented by You                                                                    | \$100,000                                                                                      | \$0                                                                  |
| Medical Expenses                                                                                    | \$10,000                                                                                       | \$0                                                                  |
| Pesticide and Herbicide Pollution Liability                                                         | \$2 million/occurrence<br>\$15 million/aggregate                                               | \$0                                                                  |
| Liquor Liability                                                                                    | \$1,000,000 Each Incident<br>\$2,000,000 Aggregate                                             | \$1,000                                                              |
| Employee Benefits Liability                                                                         | \$1,000,000 Each Employee<br>\$1,000,000 Aggregate                                             | \$1,000                                                              |
| <i>Automobile, Policy Number 70215985 AOS, 70215986 HI only, 70215994 VA only</i>                   |                                                                                                |                                                                      |
| <b>Insurance Carrier: Chubb</b>                                                                     |                                                                                                |                                                                      |
| Auto Liability                                                                                      | \$1,000,000                                                                                    | \$0                                                                  |
| Uninsured Motorists                                                                                 | \$1,000,000                                                                                    | \$0                                                                  |
| Underinsured Motorists                                                                              | \$1,000,000                                                                                    | \$0                                                                  |
| Medical Payments                                                                                    | \$10,000                                                                                       | \$0                                                                  |
| Comprehensive Physical Damage                                                                       | Actual Cash Value                                                                              | \$500                                                                |
| Collision Physical Damage                                                                           | Actual Cash Value                                                                              | \$500                                                                |
| <i>Workers Compensation, Policy Number 71715540</i>                                                 |                                                                                                |                                                                      |
| <b>Insurance Carrier: Chubb</b>                                                                     |                                                                                                |                                                                      |
| Workers Compensation                                                                                | Statutory                                                                                      | \$0                                                                  |
| Employers Liability                                                                                 |                                                                                                |                                                                      |
| Bodily Injury by Accident – Each Accident                                                           | \$1,000,000                                                                                    | \$0                                                                  |
| Bodily Injury by Disease – Policy Limit                                                             | \$1,000,000                                                                                    | \$0                                                                  |
| Bodily Injury by Disease – Each Employee                                                            | \$1,000,000                                                                                    | \$0                                                                  |
| <i>Umbrella Liability, Policy Number 79857034</i>                                                   |                                                                                                |                                                                      |
| <b>Insurance Carrier: Chubb</b>                                                                     |                                                                                                |                                                                      |
| Per Occurrence Limit                                                                                | \$30,000,000                                                                                   | \$0                                                                  |
| Aggregate Limit                                                                                     | \$30,000,000                                                                                   | \$0                                                                  |
| <i>Crime, Policy Number 82094018</i>                                                                |                                                                                                |                                                                      |
| <b>Insurance Carrier: Chubb</b>                                                                     |                                                                                                |                                                                      |
| Employee Theft                                                                                      | \$1,000,000                                                                                    | \$10,000                                                             |
| Depositors Forgery or Alteration                                                                    | \$1,000,000                                                                                    | \$10,000                                                             |
| Theft, Disappearance and Destruction – Money, Securities, Property                                  | \$1,000,000                                                                                    | \$10,000                                                             |
| Robbery and Safe Burglary                                                                           | \$1,000,000                                                                                    | \$10,000                                                             |
| Computer and Funds Transfer Fraud                                                                   | \$1,000,000                                                                                    | \$10,000                                                             |
| <i>Directors &amp; Officers, Employment Practices &amp; Fiduciary, Policy Number CPD00099886954</i> |                                                                                                |                                                                      |
| <b>Insurance Carrier: Fireman's Fund</b>                                                            |                                                                                                |                                                                      |
| Per Claim Limit                                                                                     | \$3,000,000                                                                                    | \$50,000 Per EPL Claim                                               |
| Aggregate Limit                                                                                     | \$3,000,000                                                                                    | \$25,000 Per D&O Claim<br>\$0 Per Fiduciary                          |

**NOTE: This is a summary of your program only. For detailed explanation of terms and conditions, please refer to your policies or contact Wachovia.**