

**City of Philadelphia
Procurement Department**

Addendum No. 7 Date: February 22, 2016

Concession RFP # C-109-14

**Deadline for Submitting Proposals: February 25, 2016, at 10:30 AM,
Local Time**

It is the sole responsibility of the Respondent to ensure it has received all addenda to the RFP. The Procurement Commissioner may, in the Commissioner's sole discretion, reject any Proposal for which not all the addenda have been executed and returned.

NOTICE

REQUEST FOR PROPOSAL #C-109-14

For the Restoration, Improvement, Operation, Management, and Maintenance of Cobbs Creek Golf Course, Karakung Golf Course, and the City Line Sports Center, in Philadelphia, Pennsylvania

**RFP # C-109-14
IS AMENDED AS FOLLOWS:**

Except as expressly amended by this Addendum No. 7, the RFP is unchanged. Except as otherwise defined in this Addendum No. 6, capitalized words and phrases used in this Addendum No. 7 have the meanings assigned to them in the RFP.

- This opportunity has been cancelled. It may be resurrected at another point in time.

END OF ADDENDUM TEXT; SIGNATURE PAGE FOLLOWS.

**ADDENDUM NO. 7
ACKNOWLEDGEMENT OF RECEIPT**

**CITY OF PHILADELPHIA, Department of Parks and Recreation
REQUEST FOR PROPOSALS FOR the Restoration, Improvement, Operation,
Management, and Maintenance of Cobbs Creek Golf Course, Karakung Golf
Course, and the City Line Sports Center, in Philadelphia, Pennsylvania, RFP#C-
109-14**

I have carefully read Addendum No. 7 to the Request for Proposals for **the Restoration, Improvement, Operation, Management, and Maintenance of Cobbs Creek Golf Course, Karakung Golf Course, and the City Line Sports Center, in Philadelphia, Pennsylvania**, and I certify that I have received all pages listed in Addendum No. 7.

Name of Respondent

Signature of Respondent's Authorized Official

Printed Name and Title of Signer

Date

**City of Philadelphia
Procurement Department**

Addendum No. 6 Date: December 1, 2015

Concession RFP # C-109-14

**Deadline for Submitting Proposals: February 25, 2016, at 10:30 AM,
Local Time**

It is the sole responsibility of the Respondent to ensure it has received all addenda to the RFP. The Procurement Commissioner may, in the Commissioner's sole discretion, reject any Proposal for which not all the addenda have been executed and returned.

NOTICE

REQUEST FOR PROPOSAL #C-109-14

For the Restoration, Improvement, Operation, Management, and Maintenance of Cobbs Creek Golf Course, Karakung Golf Course, and the City Line Sports Center, in Philadelphia, Pennsylvania

**RFP # C-109-14
IS AMENDED AS FOLLOWS:**

Except as expressly amended by this Addendum No. 6, the RFP is unchanged. Except as otherwise defined in this Addendum No. 6, capitalized words and phrases used in this Addendum No. 6 have the meanings assigned to them in the RFP.

- The deadline for submitting proposals has changed **from December 10, 2015 at 10:30 AM, Local Time to February 25, 2016 at 10:30 AM, Local Time**

END OF ADDENDUM TEXT; SIGNATURE PAGE FOLLOWS.

ADDENDUM NO. 6
ACKNOWLEDGEMENT OF RECEIPT

CITY OF PHILADELPHIA, Department of Parks and Recreation
REQUEST FOR PROPOSALS FOR the Restoration, Improvement, Operation,
Management, and Maintenance of Cobbs Creek Golf Course, Karakung Golf
Course, and the City Line Sports Center, in Philadelphia, Pennsylvania, RFP#C-
109-14

I have carefully read Addendum No. 6 to the Request for Proposals for **the Restoration, Improvement, Operation, Management, and Maintenance of Cobbs Creek Golf Course, Karakung Golf Course, and the City Line Sports Center, in Philadelphia, Pennsylvania**, and I certify that I have received all pages listed in Addendum No. 6.

Name of Respondent

Signature of Respondent's Authorized Official

Printed Name and Title of Signer

Date

**City of Philadelphia
Procurement Department**

Addendum No. 5 Date: October 6, 2015

Concession RFP # C-109-14

**Deadline for Submitting Proposals: December 10, 2015, at 10:30 AM,
Local Time**

It is the sole responsibility of the Respondent to ensure it has received all addenda to the RFP. The Procurement Commissioner may, in the Commissioner's sole discretion, reject any Proposal for which not all the addenda have been executed and returned.

NOTICE

REQUEST FOR PROPOSAL #C-109-14

For the Restoration, Improvement, Operation, Management, and Maintenance of Cobbs Creek Golf Course, Karakung Golf Course, and the City Line Sports Center, in Philadelphia, Pennsylvania

**RFP # C-109-14
IS AMENDED AS FOLLOWS:**

Except as expressly amended by this Addendum No. 5, the RFP is unchanged. Except as otherwise defined in this Addendum No. 5, capitalized words and phrases used in this Addendum No. 4 have the meanings assigned to them in the RFP.

- The deadline for submitting proposals has changed **from October 8, 2015 at 10:30 AM, Local Time to December 10, 2015 at 10:30 AM, Local Time**

END OF ADDENDUM TEXT; SIGNATURE PAGE FOLLOWS.

**ADDENDUM NO. 5
ACKNOWLEDGEMENT OF RECEIPT**

**CITY OF PHILADELPHIA, Department of Parks and Recreation
REQUEST FOR PROPOSALS FOR the Restoration, Improvement, Operation,
Management, and Maintenance of Cobbs Creek Golf Course, Karakung Golf
Course, and the City Line Sports Center, in Philadelphia, Pennsylvania, RFP#C-
109-14**

I have carefully read Addendum No. 5 to the Request for Proposals for **the Restoration, Improvement, Operation, Management, and Maintenance of Cobbs Creek Golf Course, Karakung Golf Course, and the City Line Sports Center, in Philadelphia, Pennsylvania**, and I certify that I have received all pages listed in Addendum No. 5.

Name of Respondent

Signature of Respondent's Authorized Official

Printed Name and Title of Signer

Date

**City of Philadelphia
Procurement Department**

Addendum No. 4 Date: July 28, 2015

Concession RFP # C-109-14

Deadline for Submitting Proposals: October 8, 2015, at 10:30 AM, Local Time

It is the sole responsibility of the Respondent to ensure it has received all addenda to the RFP. The Procurement Commissioner may, in the Commissioner's sole discretion, reject any Proposal for which not all the addenda have been executed and returned.

NOTICE

REQUEST FOR PROPOSAL #C-109-14

For the Restoration, Improvement, Operation, Management, and Maintenance of Cobbs Creek Golf Course, Karakung Golf Course, and the City Line Sports Center, in Philadelphia, Pennsylvania

**RFP # C-109-14
IS AMENDED AS FOLLOWS:**

Except as expressly amended by this Addendum No. 4, the RFP is unchanged. Except as otherwise defined in this Addendum No. 4, capitalized words and phrases used in this Addendum No. 4 have the meanings assigned to them in the RFP.

- The deadline for submitting proposals has changed **from August 4, 2015 at 10:30 AM, Local Time to October 8, 2015 at 10:30 AM, Local Time**

END OF ADDENDUM TEXT; SIGNATURE PAGE FOLLOWS.

**ADDENDUM NO. 4
ACKNOWLEDGEMENT OF RECEIPT**

**CITY OF PHILADELPHIA, Department of Parks and Recreation
REQUEST FOR PROPOSALS FOR the Restoration, Improvement, Operation,
Management, and Maintenance of Cobbs Creek Golf Course, Karakung Golf
Course, and the City Line Sports Center, in Philadelphia, Pennsylvania, RFP#C-
109-14**

I have carefully read Addendum No. 4 to the Request for Proposals for **the Restoration, Improvement, Operation, Management, and Maintenance of Cobbs Creek Golf Course, Karakung Golf Course, and the City Line Sports Center, in Philadelphia, Pennsylvania**, and I certify that I have received all pages listed in Addendum No. 4.

Name of Respondent

Signature of Respondent's Authorized Official

Printed Name and Title of Signer

Date

**City of Philadelphia
Procurement Department**

Addendum No. 3 Date: May 27, 2015

Concession RFP # C-109-14

Deadline for Submitting Proposals: August 4, 2015, at 10:30 AM, Local Time

It is the sole responsibility of the Respondent to ensure it has received all addenda to the RFP. The Procurement Commissioner may, in the Commissioner's sole discretion, reject any Proposal for which not all the addenda have been executed and returned.

NOTICE

REQUEST FOR PROPOSAL #C-109-14

For the Restoration, Improvement, Operation, Management, and Maintenance of Cobbs Creek Golf Course, Karakung Golf Course, and the City Line Sports Center, in Philadelphia, Pennsylvania

**RFP # C-109-14
IS AMENDED AS FOLLOWS:**

Except as expressly amended by this Addendum No. 3, the RFP is unchanged. Except as otherwise defined in this Addendum No. 3, capitalized words and phrases used in this Addendum No. 3 have the meanings assigned to them in the RFP.

- The deadline for submitting proposals has changed **from June 16, 2015 at 3:00 PM, Local Time to August 4, 2015 at 10:30 AM, Local Time**

END OF ADDENDUM TEXT; SIGNATURE PAGE FOLLOWS.

ADDENDUM NO. 3
ACKNOWLEDGEMENT OF RECEIPT

CITY OF PHILADELPHIA, Department of Parks and Recreation
REQUEST FOR PROPOSALS FOR the Restoration, Improvement, Operation,
Management, and Maintenance of Cobbs Creek Golf Course, Karakung Golf
Course, and the City Line Sports Center, in Philadelphia, Pennsylvania, RFP#C-
109-14

I have carefully read Addendum No. 3 to the Request for Proposals for **the Restoration, Improvement, Operation, Management, and Maintenance of Cobbs Creek Golf Course, Karakung Golf Course, and the City Line Sports Center, in Philadelphia, Pennsylvania**, and I certify that I have received all pages listed in Addendum No. 3.

Name of Respondent

Signature of Respondent's Authorized Official

Printed Name and Title of Signer

Date

**City of Philadelphia
Procurement Department**

Addendum No. 2 Date: May 4, 2015

Concession RFP # C-109-14

Deadline for Submitting Proposals: June 16, 2015, at 10:30 AM, Local Time

It is the sole responsibility of the Respondent to ensure it has received all addenda to the RFP. The Procurement Commissioner may, in the Commissioner's sole discretion, reject any Proposal for which not all the addenda have been executed and returned.

NOTICE

REQUEST FOR PROPOSAL #C-109-14

For the Restoration, Improvement, Operation, Management, and Maintenance of Cobbs Creek Golf Course, Karakung Golf Course, and the City Line Sports Center, in Philadelphia, Pennsylvania

**RFP # C-109-14
IS AMENDED AS FOLLOWS:**

Except as expressly amended by this Addendum No. 1, the RFP is unchanged. Except as otherwise defined in this Addendum No. 1, capitalized words and phrases used in this Addendum No. 1 have the meanings assigned to them in the RFP.

- Listed below is a copy of the February 17, 2015 sign in sheet from the mandatory pre-proposal meeting.

END OF ADDENDUM TEXT; SIGNATURE PAGE FOLLOWS.

**ADDENDUM NO. 2
ACKNOWLEDGEMENT OF RECEIPT**

**CITY OF PHILADELPHIA, Department of Parks and Recreation
REQUEST FOR PROPOSALS FOR the Restoration, Improvement, Operation,
Management, and Maintenance of Cobbs Creek Golf Course, Karakung Golf
Course, and the City Line Sports Center, in Philadelphia, Pennsylvania, RFP#C-
109-14**

I have carefully read Addendum No. 2 to the Request for Proposals for **the Restoration, Improvement, Operation, Management, and Maintenance of Cobbs Creek Golf Course, Karakung Golf Course, and the City Line Sports Center, in Philadelphia, Pennsylvania**, and I certify that I have received all pages listed in Addendum No. 2.

Name of Respondent

Signature of Respondent's Authorized Official

Printed Name and Title of Signer

Date

Company Name	Contact Name	Street Address	City	State	Zip Code	Phone	E-Mail
Billy Casper Golf	Steve Lenting						steve.lenting@billycaspergolf.com
Billy Casper Golf	Matthew H. Fawcett		Wilmington	DE	19803	302, 357.6331	m.fawcett@billycaspergolf.com
Billy Casper Golf	Mike Luten		WENNA	VA	22182	703.891.3387	mluten@billycaspergolf.com
Ind. Commercial Cleaning Group Inc	H. Ford & Jordan Ed Jordan	1000 Atlantic Ave. 2nd Fl.	Plaza	Pa	08104	856-5417241 856-5417243 Fax	H. Ford & Jordan Commercial Cleaning Group - Com
FCCG Inc	E. Julian Jordan III	1000 Atlantic Ave 2nd Fl Camden NJ	Camden	NJ	08104	856-541-7242	jjordan@industrialcommercial cleaninggroup.com
MIKE CIRBA	FRANKS AT COBBS CREEK GOLF		LEXINGTON	PA	18235	484-553-3105	mcirba@gsrh.org
Joseph W. Busch Busch	Francis of Assisi Crest, BC		Wynne	PA	19087	610-204-4055	jbusch@willamvrbushy
CHRIS LANGE Chris Lange	SAVE	813 COLONY BL BETHLEHEM PA				610-348-5900	equity@bethlehempa.com

19010

**City of Philadelphia
Procurement Department**

Addendum No. 1 Date: March 12, 2015

Concession RFP # C-109-14

Deadline for Submitting Proposals: June 16, 2015, at 10:30 AM, Local Time

It is the sole responsibility of the Respondent to ensure it has received all addenda to the RFP. The Procurement Commissioner may, in the Commissioner's sole discretion, reject any Proposal for which not all the addenda have been executed and returned.

NOTICE

REQUEST FOR PROPOSAL #C-109-14

For the Restoration, Improvement, Operation, Management, and Maintenance of Cobbs Creek Golf Course, Karakung Golf Course, and the City Line Sports Center, in Philadelphia, Pennsylvania

**RFP # C-109-14
IS AMENDED AS FOLLOWS:**

Except as expressly amended by this Addendum No. 1, the RFP is unchanged. Except as otherwise defined in this Addendum No. 1, capitalized words and phrases used in this Addendum No. 1 have the meanings assigned to them in the RFP.

- The deadline for submitting proposals has changed **from March 17, 2015 at 3:00 PM, Local Time to June 16, 2015 at 10:30 AM, Local Time**

END OF ADDENDUM TEXT; SIGNATURE PAGE FOLLOWS.

**ADDENDUM NO. 1
ACKNOWLEDGEMENT OF RECEIPT**

**CITY OF PHILADELPHIA, Department of Parks and Recreation
REQUEST FOR PROPOSALS FOR the Restoration, Improvement, Operation,
Management, and Maintenance of Cobbs Creek Golf Course, Karakung Golf
Course, and the City Line Sports Center, in Philadelphia, Pennsylvania, RFP#C-
109-14**

I have carefully read Addendum No. 1 to the Request for Proposals for **the Restoration, Improvement, Operation, Management, and Maintenance of Cobbs Creek Golf Course, Karakung Golf Course, and the City Line Sports Center, in Philadelphia, Pennsylvania**, and I certify that I have received all pages listed in Addendum No. 1.

Name of Respondent

Signature of Respondent's Authorized Official

Printed Name and Title of Signer

Date

REQUEST FOR PROPOSALS # C-109-14

For the Restoration, Improvement, Operation, Management, and Maintenance of Cobbs Creek Golf Course, Karakung Golf Course, and the City Line Sports Center, in Philadelphia, Pennsylvania

Issued By:

The City of Philadelphia Department of Parks and Recreation
Michael DiBerardinis, Deputy Mayor and Commissioner
and
The City of Philadelphia Procurement Department
Mary E. Stitt, Commissioner

Mandatory Pre-Proposal Meeting & Tour:

Tuesday, February 17, 2015, 2:00 PM Local Time
Department of Parks and Recreation, One Benjamin Franklin Parkway – 10th Floor
1515 Arch Street
Philadelphia, PA 19102

Please note, the advertisement published in The Philadelphia Tribune stated a question due date of Monday, February 16, 2015 at 5:00 PM. That Deadline has been moved to Friday, February, 20, 2015 at 5:00 PM. See Section 1.6 of this RFP for more information.

Sealed Proposals Will Be Received Until
Tuesday, March 17, 2015, 3:00 PM, Local Time
(the “**Deadline to Submit Proposals**”)
at the Municipal Services Building:
City of Philadelphia Procurement Department
1401 JFK Boulevard
Room 101
Philadelphia, PA 19102

and will be opened immediately after the Deadline to Submit Proposals

Questions regarding this Request for Proposals must be directed to
Robert Allen, Director, Property & Concessions Management
Department of Parks and Recreation
One Benjamin Franklin Parkway – 10th Floor
1515 Arch Street
Philadelphia, PA 19102
robert.allen@phila.gov

This Request for Proposals and any accompanying materials will be posted on the following website: <http://www.phila.gov/bids> (under the Public Works bidding opportunities section)

Section 1 – General Information

Purpose of this Request for Proposal

1.1 The Department of Parks and Recreation (the “**Department**”) is issuing this Request for Proposal (“**RFP**”) to select one or more firms to restore, improve, manage, and operate Cobbs Creek Golf Course, Karakung Golf Course, and the City Line Sports Center (each, a “**Golf Facility**”; collectively, the “**Golf Facilities**”), in Philadelphia, Pennsylvania.

1.1.1 The Department seeks proposals from qualified firms and individuals who want to perform extensive renovations and improvements to those facilities, including the willingness and ability to

- A. commit at least \$13 million to restore many of the historically renowned features of Cobbs Creek Golf Course;
- B. reconfigure Cobbs Creek and Karakung Golf Courses to restore Cobbs Creek Golf Course to its original design and provide longer playing holes
- C. remove obsolete structures and construct new ones where needed;
- D. renovate practice facilities or eliminate obsolete ones and create new ones;
- E. perform significant landscape improvements to limit flooding from Cobbs Creek;
- F. pay for the renovations and improvements at its own cost or with very limited or no City contributions; and
- G. after the restoration and improvements are completed, manage, operate, and maintain the facilities.

1.1.2 Each candidate must demonstrate that it has the financial capacity and ability to coordinate and perform the restoration and improvements it proposes and to manage, operate, and maintain the facilities.

1.1.3 In issuing this RFP and entering into an agreement with a respondent, the Department has several goals:

- A. Restore Cobbs Creek Golf Course to its historic grandeur to the extent reasonably practicable given the technologies

and circumstances of modern golf.

- B. Make play at Cobbs Creek Golf Course and Karakung Golf Course, or at a resulting combined course, more consonant with modern golf courses.
- C. Provide a high-quality recreational amenity that is economically affordable for Philadelphia residents.
- D. Attract amateur and professional tournaments to the courses.
- E. Prevent flooding from Cobbs Creek and the damage it causes.
- F. Generate substantial revenue to pay for maintenance and all capital needs of the golf courses, and to make payments to the City's general fund.
- G. Provide programs and opportunities for local Philadelphia community members and the Philadelphia public generally.
- H. Achieve all the goals listed above without any obligation on the City to appropriate or spend money at any time or for any reason.

1.1.4 The Golf Facilities are currently subject to an existing concession agreement between the City and Billy Casper Golf, LLC, dated January 1, 2008 (the "**2008 Concession Agreement**"). The 2008 Concession Agreement gives Billy Casper Golf a license to operate, manage, and maintain the Golf Facilities (the "**2008 License**") and two other golf courses the City owns, Franklin D. Roosevelt Golf Club and John F. Byrne Golf Club. The term of the 2008 Concession Agreement expires December 31, 2018. Nevertheless, Billy Casper Golf officials have informed City officials in writing that Billy Casper Golf consents to the City's issuance of this RFP and, under the circumstances explained below in RFP Section 1.2.2, would surrender the 2008 License so the City may award a new concession for the Golf Facilities under this RFP.

- A. A copy of the letter by which Billy Casper Golf consented to the City's issuance of this RFP is attached as **Appendix 1** to this RFP.
- B. The Project Manager (defined below in RFP Section 1.6.1) can, upon request, provide a copy of the 2008 Concession Agreement to each person or firm that considers submitting a proposal in response to the RFP.

C. Some equipment at the Golf Facilities may be owned by Billy Casper Golf, which might want to remove the equipment before the Concession Agreement becomes effective under this RFP.

1.1.5 To restore Cobbs Creek Golf Course as the City desires, a Respondent may propose to close the Sports Center as a separate Golf Facility and incorporate the land it occupies into the reconfigured Cobbs Creek Golf Course.

1.2 Respondents to this RFP; the Concession Agreement; Arrangement with Billy Casper Golf, LLC; City Council Authorization

1.2.1 Each firm or individual that submits a proposal in response to this RFP (a “**Proposal**”) will be considered a “**Respondent**.” The Department intends to enter into negotiations for a written contract (the “**Concession Agreement**”) with the Respondent’s whose Proposal the Department determines will best serve the goals and meet the criteria set forth in this RFP. When the Department executes a Concession Agreement with a selected Respondent, that Respondent will become the “**Concessionaire**” under the Concession Agreement. The Concession Agreement will give the Concessionaire a right (the “**License**”) to restore and improve the Golf Facilities and to operate, manage, and maintain the Golf Facilities in accordance with this RFP and the Concession Agreement.

1.2.2 The City will not execute a Concession Agreement under this RFP unless Billy Casper Golf, LLC, surrenders the 2008 License under which it operates the Golf Facilities.

- A. Billy Casper Golf is not obligated to surrender the 2008 License.
- B. Billy Casper Golf may submit a Proposal to win the new Concession Agreement, either itself, as part of a joint venture, or as part of another arrangement.
- C. If Billy Casper Golf submits a Proposal but is not selected by the City to execute the new Concession Agreement, or if Billy Casper Golf does not submit a Proposal at all, the Respondent the City selects to execute the new Concession Agreement must negotiate a commercially reasonable agreement with Billy Casper Golf that takes into account the economics of operating Franklin D. Roosevelt Golf Club and John F. Byrne Golf Club and under which Billy Casper Golf will surrender the 2008 License.
- D. The City will execute a Concession Agreement under this RFP only if and when Billy Casper Golf surrenders the 2008 License.

If Billy Casper Golf does not surrender the 2008 License, then the City will not execute a new Concession Agreement for the Golf Facilities.

- E. If Billy Casper Golf surrenders the 2008 License, the 2008 Concession Agreement remains effective as to Franklin D. Roosevelt Golf Club and John F. Byrne Golf Club, and Billy Casper Golf will retain a license to operate, manage, and maintain those facilities in accordance with the 2008 Concession Agreement.

1.2.3 Under the Philadelphia Home Rule Charter, before the City may execute the Concession Agreement, Philadelphia City Council must have passed a bill that becomes law which authorizes City officials to execute the agreement.

1.3 Proposed Concession Summary: Substantial Financial Commitment; Arrangement With Billy Casper Golf, LLC; Concession Fee; Coordination of Work With City Water Department

The Department wants a Concessionaire to assume complete responsibility for the Golf Facilities. Included in that responsibility is the obligation to perform extensive restorations and improvements to the Golf Facilities, largely or entirely at the Concessionaire's own cost; care of all interior and exterior spaces, buildings and grounds; operation, management, and maintenance of the Golf Facilities; and undertaking all business-related opportunities such as golf shop merchandise sales and services, food and beverage services, private event rentals, and golf instruction and programs. These requirements are explained more fully in subsequent sections of this RFP.

- 1.3.1 In exchange for offering the opportunity to operate and manage the Golf Facilities for a lengthy term, the City requires that a new concessionaire invest a substantial amount of money to restore the Golf Facilities. Each Respondent must commit to spend at least \$13 million to restore the Golf Facilities' capital elements. Also, it may cost more money to fully restore the Golf Facilities' capital elements, and each Respondent must be prepared to pay all additional costs necessary to completely restore the Golf Facilities' capital elements in accordance with plans and specifications acceptable to City officials.
- 1.3.2 In addition, in exchange for the License, the Concessionaire will be required to pay a Concession Fee to the City.
- 1.3.3 The Philadelphia Water Department has long-term plans to make stormwater control and flood control improvements along Cobbs Creek, including portions of the creek in and outside of the Golf Facilities. The

Concessionaire will be required to coordinate its stormwater control and flood control work with the Philadelphia Water Department.

1.4 Respondent Qualifications

In its Proposal, each Respondent must demonstrate that it has substantial experience in restoration and improvement of golf courses, or that it can enter into partnerships or hire firms that have the necessary expertise to perform the restoration and improvements. Each Respondent must also demonstrate that it has substantial experience in operating, managing, and maintaining golf courses, or that it can enter into partnerships or hire firms that have the necessary expertise to perform those functions at the highest level. Each respondent must also demonstrate that it has the financial resources to accomplish this RFP's goals and the Concessionaire's commitments. See RFP Section 6 for more details about what each Respondent must submit to have its Proposal considered by the Department.

1.5 Mandatory Pre-Proposal Meeting; Mandatory Tour of Golf Facilities

- 1.5.1 The Department will hold a Mandatory Pre-Proposal Meeting for all interested potential Respondents on the date and time and at the location stated on the cover page of this RFP. At the Pre-Proposal Meeting, Department officials will review the requirements contained in this RFP and receive questions that potential Respondents may have about this RFP and the Concession Agreement. All potential Respondents are strongly urged to RSVP to the Project Manager regarding their attendance at this meeting.
- 1.5.2 After the Pre-Proposal Meeting, Department staff will conduct a mandatory tour of the Golf Facilities.
- 1.5.3 The Department will not consider the Proposal of any person or firm who did not attend the Mandatory Pre-Proposal Meeting and Tour. The Department will provide a sign-in sheet at the Pre-Proposal Meeting and Tour. The Department strongly advises all persons and firms who do attend the meeting and tour to confirm their attendance by signing the sign-in sheet and providing all the information the sheet requests.

1.6 Project Manager; Questions about this RFP

- 1.6.1 The “**Project Manager**” for this RFP and the Concession Agreement is Robert Allen, Director, Property & Concession Management, Department of Parks and Recreation. His contact information is:

Email: robert.allen@phila.gov

Fax: 215-683-0205

Mail: Department of Parks and Recreation
One Benjamin Franklin Parkway – 10th Floor
1515 Arch Street
Philadelphia, PA 19102

Questions concerning this RFP and the Concession Agreement may be asked at the Pre-Proposal Meeting. Otherwise, questions must be submitted to the Project Manager in writing, by email, fax, or letter, no later than Friday, February 20, 2015, 5:00 PM Local Time (the “**Deadline for Questions**”). The Department will not consider or answer questions submitted by telephone.

1.6.2 The Department is not obligated to answer or respond to any questions it receives after the Deadline for Questions. The Department will answer all questions asked at the Pre-Proposal Meeting and Tour or properly submitted to the Project Manager before the Deadline for Questions, and which the Department in its sole discretion determines concern a material element of the proposal process or the Concession Agreement. The Department will provide answers in writing by an addendum to this RFP before the Deadline to Submit Proposals. The Department will post the answers at the websites listed below. The Department and the City are not bound by any oral response made by any Department or City official or employee.

<http://www.phila.gov/bids> (under the Public Works bidding opportunities section)

1.6.3 The addenda issued by the Department are the Department’s only official method for communicating information to all potential Respondents. Before submitting a Proposal, each Respondent should check the websites listed above to ensure the Respondent has reviewed all the addenda relating to this RFP. Each Respondent must acknowledge in its Proposal that the Respondent has reviewed all addenda to this RFP.

1.7 Modifications; Late Proposals

Until the Deadline to Submit Proposals, a Respondent may submit a modified Proposal to replace all or any portion of a Proposal the Respondent submitted previously. The Department will only consider the latest version of a Respondent’s Proposal. The Department will not consider or evaluate Proposals or modifications submitted after the Deadline to Submit Proposals. A Respondent may withdraw its Proposal from consideration at any time before the Deadline to Submit Proposals. To withdraw a Proposal, the Respondent must provide the Project Manager with written notification by email, fax, or letter at the address for the Project Manager provided in RFP Section 1.6.1.

1.8 Public Disclosure

This RFP, each Proposal, the Concession Agreement, and the written documents and communications related to them, may be subject to public disclosure, except as provided in this RFP.

1.9 Information and Data in this RFP Not Warranted

The Department has provided information and data in this RFP to help potential Respondents understand the Golf Facilities, the purpose of the RFP, and the Concession Agreement, and to help each Respondent prepare a Proposal. The Department believes the information and data are reliable, but the Department does not represent or warrant that the information or data is accurate or complete. The Department encourages each potential Respondent to conduct its own investigation into any matter of concern to it about the Golf Facilities, this RFP, the Concession Agreement, or its Proposal.

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

1.10.1 The Department encourages each potential Respondent to carefully read this entire RFP and its attachments before the Mandatory Pre-Proposal Meeting and Tour and before submitting a Proposal. This RFP will become part of the Concession Agreement.

1.10.2 The contractual obligations set forth in RFP Sections 3 and 4 will not be negotiated or modified, unless the Department in its sole discretion modifies them before the Deadline to Submit Proposals. Therefore, potential Respondents are strongly encouraged to pay careful attention to the provisions of RFP Sections 3 and 4 because those sections will be binding on the Respondent as the Concessionaire under the Concession Agreement.

1.11 No Obligation on Department to Execute a Concession Agreement

This RFP does not commit the Department to award a Concession Agreement. This RFP and the process it describes are proprietary to the Department and are for the sole and exclusive benefit of the Department. No other party, including any Respondent, is granted any rights by this RFP.

Section 2 – Description of the Golf Facilities

2.1 Background and Existing Conditions

The Golf Facilities are owned by the City of Philadelphia (the “City”) and under the jurisdiction of the Department. The Golf Facilities are all located in

Philadelphia. The Golf Facilities include all the land and all its terrain and landscape features, and all the physical developments on the land such as buildings, building systems, sheds, fixtures, sidewalks, curbs, paths, parking lots, irrigation systems, fences, gates, railings, bridges, and public furniture. The Golf Facilities do not include public rights of way and public and private utility lines and conduits.

2.1.1 Cobbs Creek Golf Course is famous in golf history in the United States. It was designed in 1912 by Hugh Wilson, the noted golf course architect who also designed Merion Golf Club, which hosted the U.S. Open in 1971, 1981, and again recently in 2013.

2.1.2 Cobbs Creek Golf Course is sometimes called the “Olde Course,” and Karakung is sometimes called the “New Course.” The City Line Sports Center is sometimes simply called the “Sports Center.”

2.1.3 The Golf Facilities are part of the Fairmount Park system.

2.2 Location of the Golf Facilities and Access to Them

2.2.1 Cobbs Creek Golf Course is located in the Overbrook section of the City of Philadelphia. It is 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 tee and second tee are located east of Lansdowne Avenue on Karakung Golf Course. The improvements on Cobbs Creek Golf Course include the following:

- A. A three story stucco-over-fieldstone clubhouse (that also serves Karakung Golf Course) located at the second hole green. The clubhouse has concessions and restrooms.
- B. A stucco-over-fieldstone maintenance building (that also serves Karakung Golf Course), located at the second hole green.
- C. A stone shelter, located at the fourteenth green.
- D. A cinder block and concrete shed, located on the seventh fairway.
- E. Approximately 125 parking spaces shared with Karakung Golf Course, located in two parking lots across the street from each other on Lansdowne Avenue.

2.2.2 Karakung Golf Course is located adjacent to Cobbs Creek Golf Course. It is bounded on the north by Haverford Avenue, on the south by a Cobbs Creek Park tree line located in Fairmount Park, on the east by the property line of private residences, and on the west by Lansdowne Avenue and

Cobbs Creek, except that the fourteenth through the eighteenth tees are located west of Lansdowne Avenue on Cobbs Creek Golf Course. The improvements that serve Karakung Golf Course are described above in connection with Cobbs Creek Golf Course.

2.2.3 The City Line Sports Center is located on a portion of Cobbs Creek Park. Its address is 7900 City Line Avenue, Philadelphia. The Sports Center's facilities include the following:

- A. A golf driving range.
- B. A golf pro shop.
- C. A miniature golf course (not currently operating).
- D. Baseball batting cages (not currently operating).
- E. A refreshment stand.
- F. Parking lot.

2.3 History & Current Concession Agreement For the Golf Facilities

2.3.1 The Golf Facilities are used daily by Philadelphia residents and visitors to Philadelphia, except only during inclement weather. Data on the number of rounds played and the reported gross receipts for the Golf Facilities for the 2010 through 2013 seasons and a 2014 forecast are set forth in **Appendix 2**.

2.3.2 The Golf Facilities are managed and operated by Billy Casper Golf, LLC, under a concession agreement with the City dated as of January 1, 2008. The term of that agreement is 10 years and ends December 31, 2018.

2.3.3 As explained more fully above in RFP Section 1.2.2, Billy Casper Golf officials have told Department officials that Billy Casper Golf consents to the City's issuance to this RFP. **Appendix 1** contains a copy of a letter by which Billy Casper Golf consented to the City's issuance of this RFP and sets forth the conditions upon which Billy Casper Golf will surrender the 2008 License.

2.3.4 Some equipment at the Golf Facilities may be owned by Billy Casper Golf, which might want to remove the equipment before the Concession Agreement under this RFP becomes effective.

2.4 Golf Facilities Condition

- 2.4.1 The Golf Facilities have sidewalks, parking lots, golf cart paths, bridges, clubhouses and maintenance buildings, other appurtenances and features, and, of course, extensive landscaping. A more comprehensive description of each of the Golf Facilities is available at www.golfphilly.org.
- 2.4.2 The Golf Facilities have been improved and repaired from time to time, but they have not had comprehensive renovations and improvements in decades. Consequently, the Golf Facilities have many deteriorating, obsolete, and insufficient structures, fixtures, irrigation systems, and other features, and the two golf courses are considered short courses by today's standards. At Cobbs Creek Golf Club, the maintenance building roof suffered significant damage from a falling tree and needs a new roof and repairs to the roof decking.
- 2.4.3 The condition of the Golf Facilities landscape is problematic in places. Some of the course turf is in poor condition and along some fairways vegetation is overgrown. Some fairways and greens do not drain well. Some bunkers are in disrepair. Some tees are too small by current golf standards. The golf courses have other landscaping problems.
- 2.4.4 The City generally does not appropriate funds to restore or maintain the Golf Facilities. For many years, the costs to operate, maintain, repair and improve the Golf Facilities have been the obligation of a firm that manages and operates the Golf Facilities under a concession agreement with the Department. The City does not anticipate that it will appropriate funds to support the Golf Facilities under this RFP and the Concession Agreement.

Section 3 – Concession Agreement: Specific Provisions

3.1 Concession Term: Design, Construction, and Operation

In the Concession Agreement, the following terms have the meanings assigned to them below:

“Design Term” means the period for Concessionaire to complete final design and construction plans and specifications to restore the Golf Facilities and to obtain all approvals, consents, and permits required under the Concession Agreement and Applicable Laws to perform the restoration work.

“Construction Term” means the period for Concessionaire to complete all work at the Golf Facilities necessary to implement its approved design

plans and specifications and restore and improve the Golf Facilities.

“**Operating Term**” includes the Initial Operating Term (defined below) and each Renewal Operating Term (defined below), if any.

“**Concession Term**” means the Design Term, the Construction Term, and the Operating Term together.

“**Concession Term Ending Date**” means the date the Concession Term expires, is terminated, or otherwise ends.

- A. The Design Term of the Concession Agreement starts on the date the Concession Agreement is fully executed and delivered and all the conditions in RFP Section 7.3 have been fully satisfied. The Design Term ends on the date that is the earlier of (1) 5:00 pm the day before the first anniversary of the Design Term start date, or (2) the last day that Concessionaire has obtained all approvals, consents, and permits required under the Concession Agreement and Applicable Laws to perform the restoration work.
- B. The Construction Term of the Concession Agreement starts the earlier of (1) immediately after the Design Term ends, or (2) the last day that Concessionaire has obtained all approvals, consents, and permits required under the Concession Agreement and Applicable Laws to perform the restoration work. The Construction Term expires on the date that is the earlier of (X) the day Concessionaire completes all the restoration and improvement work under its construction plans and specifications to the reasonable satisfaction of the Commissioner and the Water Department, (Y) 5:00 pm the day before the second anniversary of the start of the Construction Term.
1. Subject to the Commissioner’s prior, written approval and to RFP Section 3.6, the Concessionaire may start construction of the restoration and improvements to the Golf Facilities before the end of the Design Term. In that case, although the Design Term has not ended, the Construction Term starts on the day that the Commissioner gives final, written approval for the Concessionaire to start the restoration and improvements, and it ends as provided in RFP Section 3.1.B.
 2. The early start of the Construction Term does not change the start or end of the Design Term as provided in RFP Section 3.1.A or the start and end of the Operating Term under RFP Section 3.1.C.
- C. The “**Initial Operating Term**” of the Concession Agreement starts immediately after the end of the Construction Term. The day the Initial Operating Term starts is the “**Operating Term Start Date.**” The Initial Operating Term expires at 5:00 PM on the day before the 15th anniversary of

the Operating Term Start Date. The Department, at its sole discretion, may renew the Operating Term for up to two 10-year periods (each period a “**Renewal Operating Term**”). The Renewal Operating Term starts immediately following the end of the Initial Operating Term or the end of the first Renewal Operating Term, as the case may be.

- 3.1.1. City Gives Licenses. Subject to the provisions of the Concession Agreement, the City gives the Concessionaire (1) a license for the Design Term, (2) a license for the Construction Term, and (3) a license for the Operating Term (the licenses collectively, the “**License**”).
- 3.1.2. Confirmation of Operating Term Start Date. Promptly following the City’s written request, the Concessionaire shall countersign and return a letter the City sends to Concessionaire to confirm the Operating Term Start Date.

3.2 General Requirements

In the Concession Agreement, the following terms have the meanings assigned to them below:

“**Golf Operations**” includes all operations, management, maintenance, repairs, replacements, alterations, and improvements that are necessary, prudent, and desirable to operate the Golf Facilities to meet the goals of the RFP and comply with the Concession Agreement, and all ancillary services and amenities commonly offered at golf courses and sports centers, such as food and beverage sales, merchandise sales, locker rentals, golf cart rentals, golf lessons, and private event rentals.

“**Restoration**” includes all planning, design, engineering, demolition, staging, construction, soil grading, earthwork, landscaping, and other work to restore and improve the Golf Facilities in accordance with plans and specifications approved by the Department and the Philadelphia Water Department.

- 3.2.1. Concessionaire shall use its best faith efforts, and shall take all necessary actions, to accomplish the City’s purposes in issuing the RFP. Without limiting the general application of the preceding sentence, Concessionaire shall do each of the following:
 - A. During the Design Term, the Concessionaire shall diligently complete final design and construction plans and specifications for the Restoration and shall obtain all approvals, consents, and permits required under the Concession Agreement and Applicable Laws to perform the Restoration.

- B. During the Construction Term, the Concessionaire shall diligently perform and complete the Restoration.
- C. During the Operating Term, the Concessionaire shall diligently perform Golf Operations.
- D. Throughout the Concession Term, the Concessionaire shall in good faith cooperate and communicate regularly with Department officials to ensure that its performance of the Restoration and Golf Operations meet the City's goals in issuing the RFP and comply with the Concession Agreement.

3.2.3 The Concessionaire shall not use or operate the Golf Facilities, or permit their use or operation, for any purpose not expressly required or authorized by the Concession Agreement.

3.3 Condition of Golf Facilities; No City Representations or Warranties; No City Obligations

- 3.3.1. Condition of Golf Facilities. The Concessionaire accepts the License and use of the Golf Facilities in their AS IS condition, including all patent and latent defects.
- 3.3.2. No City Representations or Warranties. The City does not make any representations or warranties about the Golf Facilities or the City's supplies and equipment in them, or their suitability for use in connection with the Restoration and Golf Operations.
- 3.3.3. No City Financial Obligation. Despite any other provision of the Concession Agreement, the Concession Agreement does not obligate the City to appropriate or spend money at any time or for any reason.
- 3.3.4. No City Services, Supplies, or Equipment. Despite any other provision of the Concession Agreement, the Concession Agreement does not obligate the City to provide any services, supplies or equipment at any time or for any reason.

3.4. Ownership of the Golf Facilities

At all times during the Concession Term, the Golf Facilities are owned by the City of Philadelphia. Nothing contained in the Concession Agreement creates, grants, or gives to the Concessionaire any legal title, easement, leasehold, or other interest in the Golf Facilities other than a mere license.

3.5. Concession Fee; Reporting

- 3.5.1. During the Operating Term, the Concessionaire shall pay an annual flat

fee (the “**Concession Fee**”) to the City as set forth in the Concessionaire’s Proposal.

- 3.5.2. The Concessionaire shall pay the Concession Fee to the City in 12 equal monthly installments.
- 3.5.3. In the Concession Agreement, the term “**Gross Revenues**” includes all revenue, however characterized, that the Concessionaire receives in connection with the Golf Operations and that the Concessionaire’s “Related Companies” (defined below) receive in connection with the Golf Operations; except Gross Revenues excludes all Pennsylvania sales tax the Concessionaire pays out of its revenue from Golf Operations.
- 3.5.4. The Concessionaire shall make all its Concession Fee payments to the City under the Concession Agreement by check payable to the “**City of Philadelphia – Parks and Recreation Programs and Facilities Fund**” and delivered to the official and to the address set forth below:

Director, Property & Concessions Management
City of Philadelphia
Department of Parks and Recreation
One Benjamin Franklin Parkway – 10th Floor
1515 Arch Street
Philadelphia, PA 19102

- 3.5.5. The Concessionaire shall pay the Concession Fee, and all other amounts the Concession Agreement requires the Concessionaire to pay to the City, without deduction, counterclaim, or setoff.
- 3.5.6. The Concessionaire shall keep accurate and complete books and records regarding its performance of the Golf Operations and make them available for inspection by the Department or other City officials in accordance with RFP Section 4.6.
- 3.5.7. The Concessionaire’s obligations under RFP Section 3.5 survive the Concession Term Ending Date until Concessionaire has paid to the City all the required Concession Fees and other fees and payments the Concession Agreement requires, and provided to the City all the Books and Records required by RFP Section 4.6.

3.6 Capital Investment in the Golf Facilities: Initial and Additional

- 3.6.1. Capital Investment Commitment. The Concessionaire shall spend not less than the greater of (A) \$13 million, and (B) the amount specified in the Concessionaire’s Proposal for the Restorations (the greater amount, the “**Capital Investment Commitment**”). The City encourages the Concessionaire to include “green building” design elements,

environmentally sensitive landscape designs, and the use of environmentally friendly products for all capital improvements and repairs.

- 3.6.2 Restoration Plans and Specifications. The Concessionaire shall submit to the Department final plans and specifications (the “**Plans and Specifications**”) for the Restoration based on the Concessionaire’s description of the Restoration in the Concessionaire’s Proposal. The Concessionaire shall cause the Plans and Specifications to be detailed to the then-current industry standard for the subject work and prepared by licensed architects or engineers that have extensive experience with golf course projects. The Concessionaire shall cause the Plans and Specifications to include a detailed and mandatory capital completion schedule and cost estimates. The Concessionaire shall provide additional information and details as the Department may require.
- 3.6.3. Department’s Prior Approval of Plans and Specifications. The Plans and Specifications are subject to the prior review and written approval of the Parks and Recreation Department First Deputy for Parks and Facilities (the “**First Deputy**”). Before starting any element of the Restoration, the Concessionaire must obtain the First Deputy’s written approval of the Plans and Specifications and the Water Department’s approval of the Plans and Specifications. The Concessionaire shall not start any element of the Restoration until the First Deputy has issued a written approval of the Plans and Specifications.
- A. If the First Deputy rejects any element of the Plans and Specifications, then the Concessionaire shall in good faith revise the plans to address the First Deputy’s concerns.
- B. The Concessionaire shall submit revised Plans and Specifications in accordance with the requirements of RFP Section 3.6.2.
- 3.6.4. Restoration In Compliance With Plans and Specifications. Following the First Deputy’s final approval of the Plans and Specifications, the Concessionaire shall perform the Restoration in strict compliance with the approved Plans and Specifications. The Concessionaire shall not change the Plans and Specifications or issue or approve any change orders to the Plans and Specifications without the First Deputy’s express, prior written approval and the Water Department’s approval. Concessionaire shall employ architects or engineers that each has extensive experience with golf course projects to supervise onsite the Restoration.
- A. The Concessionaire shall provide copies of detailed bills and invoices it pays for all aspects of the Restoration, including all of what are commonly called “soft costs” and “hard costs.”

- B. The Concessionaire shall provide all other documents to the Department that Department officials may reasonably request to understand the details of the Restoration and to understand the amount the Concessionaire has spent on the Restoration.
- C. If the Concessionaire completes the Restoration for less money than the amount stated in its Proposal for its Capital Investment Commitment, then the Concessionaire shall deposit the difference between its Capital Investment Commitment *minus* its actual expenditures into an account in a bank branch in the City of Philadelphia in the name “Golf Facilities Capital Investment Account” (the “**Golf Account**”). The Concessionaire shall arrange with the bank that the Concessionaire may not withdraw funds from the Golf Account without the prior, written approval of the First Deputy. The Concessionaire shall provide all evidence that the First Deputy reasonably requires to show that the Concessionaire has established the Golf Account as required by this RFP Section 3.6.4.C.
1. If the Concessionaire’s Capital Investment Commitment is insufficient to complete implementation of the approved Plans and Specifications, the Concessionaire shall pay all additional costs to complete implementation of the approved Plans and Specifications.
 2. The City is not obligated to appropriate or spend any money at any time to implement the approved Plans and Specifications.
- D. The Concessionaire shall not withdraw funds from the Golf Account without the prior, written approval of the First Deputy.
- E. Subject to the First Deputy’s approval as provided in RFP Section 3.6.4.D, the Concessionaire may use funds in the Golf Account only to make capital improvements, repairs, and replacements to the Golf Facilities. The Concessionaire’s acquisition, maintenance, repair, and replacement of golf carts and landscape maintenance equipment IS NOT a capital expenditure and is not eligible to be paid for out of its Capital Investment Commitment.
- F. To request authorization to make a withdrawal from the Golf Account, the Concessionaire must submit a written request to the First Deputy together with supporting documents such as invoices or bills that provide clear evidence of the need for the disbursement. Concessionaire may submit a withdrawal request either for payment of an invoice or bill submitted to it, or for reimbursement to it for an

invoice or bill the Concessionaire has already paid.

- G. On the Concession Agreement Ending Date, all funds remaining in the Golf Account automatically become the property of the Department to be held by the Parks and Recreation Commissioner as trustee to hold, in trust, for the benefit of the Golf Facilities. The Parks and Recreation Commissioner may invest all money in the Golf Account in accordance with the Department's policies regarding trust fund investments. The Commissioner may spend all income and principal on the Golf Facilities as the Commissioner determines is in the best interest of the Golf Facilities. Money in the Golf Account may be used to pay the cost of administering the account, consistent with the Department's policies regarding trust fund expenses.
- H. Without limiting the effectiveness and applicable scope of RFP Sections 3.3.3 and 3.3.4, nothing in the Concession Agreement obligates the City to make or pay for any capital improvements to the Golf Facilities at any time or for any reason.

3.6.5. Future Alterations.

- A. "**Alteration**" includes all changes to structural and capital elements of the Golf Facilities and all fixtures of the Golf Facilities, all changes to landscape features of the Golf Facilities (including change of turf species), reconfiguration of any golf hole (including cartways and paths, tees, fairways, roughs, hazards, and greens), and changes in the fabric or paint colors of exterior portions of buildings and other improvements. "Alteration" does not include a temporary change to the appearance of the Golf Facilities that will not remain in place longer than 30 consecutive days or a total of 30 days during any 12-month period.
- B. Following completion of the Restoration, the Concessionaire shall not make any "Alteration" to the Golf Facilities without the prior, written approval of the First Deputy.
- C. Before making any Alteration, the Concessionaire shall submit plans and specifications for the Alteration (the "**Alteration Plans and Specifications**") to the Department, and the Alteration Plans and Specifications are subject to the First Deputy's prior, written approval in accordance with the procedures set forth in RFP Sections 3.6.2. and 3.6.3. To prepare the Alteration Plans and Specifications, Concessionaire shall hire an architect
- D. If the Concessionaire requests approval to make any Alterations, then any delay or failure of the Department to respond to the request is

deemed to be the Department' rejection of the request; except that, in case of damage or another condition in the Golf Facilities that poses a genuine and imminent risk of harm to persons or property, at its own cost,

1. the Concessionaire shall immediately make all those Alterations necessary to safely secure the facility or item that poses the risk;
2. the Concessionaire shall notify the First Deputy immediately or as soon as practically possible about the threat to safety and the Concessionaire's Alterations; and
3. the Concessionaire shall remove, remake, complete or otherwise change the Alteration promptly following the First Deputy's notice to do so.

E. Following the Department's final approval of the Alteration Plans and Specifications, the Concessionaire shall perform the Alteration in strict compliance with the approved Alteration Plans and Specifications. The Concessionaire shall not change the Alteration Plans and Specifications or issue or approve any change orders to the Alteration Plans and Specifications without the express, prior written approval of the Department. Concessionaire shall employ architects or engineers that each have extensive experience with golf course projects to supervise onsite the construction or installation of the Alterations.

3.6.6. Capital Improvements to Keep Courses in Excellent Condition; Alterations and the Golf Account; Golf Carts and Landscape Maintenance Equipment Are Not Capital. Subject to preceding sections of RFP Section 3.6, throughout the Concession Term, the Concessionaire shall make all necessary, prudent, and desirable capital improvements and replacements to the Golf Facilities to keep them safe, in compliance with Applicable Laws, in good condition, attractive, in appropriate condition for the Golf Operations and public use, and open and available for play to the greatest extent reasonably possible.

- A. The Concessionaire's capital improvements under this RFP Section 3.6.6 are Alterations and subject to the requirements regarding Alterations set forth in RFP Section 3.6.5.
- B. In making capital improvements to the Golf Facilities under this RFP Section 3.6.6, the Concessionaire may use funds in the Golf Account, subject to the requirements set forth in RFP Section 3.6.4.C—F.
- C. The Concessionaire shall provide detailed information to the

Department showing the capital improvements it intends to make and showing afterwards that it has made them in compliance with approved Alteration Plans and Specifications.

- D. The Concessionaire's acquisition, maintenance, repair, and replacement of golf carts and landscape maintenance equipment IS NOT a capital expenditure, is not an Alteration, and is not eligible to be paid for by funds in the Golf Account.
- E. Without limiting the Department's discretion whether to renew the Operating Term for an Operating Renewal Term, the Department may consider the Concessionaire's diligence in performing capital improvements to keep the courses in good condition and the Concessionaire's compliance with the Concession Agreement regarding Alterations and the Golf Account.
- F. Without limiting the effectiveness and applicable scope of RFP Sections 3.3.3 and 3.3.4, nothing in the Concession Agreement obligates the City to make or pay for any Alterations to the Golf Facilities at any time or for any reason.

3.6.7. Performance Bond. If required by the Department, before performing the Restoration or any other Alteration, the Concessionaire shall provide the City with (A) a performance bond (in a form and from a surety approved by the City), in a principal amount equal to the cost of completing the Restoration or the Alteration, as the case may be, and (B) a labor and materialmen's bond that ensures prompt and complete payment of all Concessionaire's Subcontractors (defined below).

3.6.8. Ownership of Improvements.

- A. **"Improvement"** and **"Improvements"** mean all buildings, building systems, structures, fixtures, installed systems, human-made landscape features, and other human-made physical features and systems, in and on the Golf Facilities.
- B. All Improvements in or on the Golf Facilities existing on the Concession Agreement Effective Date are the property of the City.
- C. All Improvements made, constructed, or installed by the Concessionaire as part of the Restoration or any other Alteration automatically become the property of the City upon completion.

3.6.9. Approvals under Applicable Laws; Art Commission. The Golf Facilities are subject to the jurisdiction of the Philadelphia Art Commission. Therefore, in addition to obtaining prior approvals the Concession

Agreement requires for the Restoration and for each Alteration, the Concessionaire shall obtain all approvals Applicable Laws require for the Restoration and for each Alteration, including approval of the Art Commission

3.7 Maintenance and Repairs

- 3.7.1. In the Concession Agreement, the following terms have the meanings assigned to them below:
- A. **“Maintain”** and **“Maintenance”** include all maintenance that is necessary or prudent to keep the Golf Facilities safe, in good condition, attractive, in compliance with Applicable Laws, in appropriate condition for the Golf Operations and public use, and open and available for play to the greatest extent reasonably possible.
 - B. **“Repair”** and **“Repairs”** include all repairs, replacements, restorations, and renewals that are necessary or prudent to keep the Golf Facilities safe, in compliance with Applicable Laws, in good condition, attractive, and in appropriate condition for the Golf Operations and public use, regardless of whether the work is routine, ordinary, extraordinary, foreseen, unforeseen, or an Alteration.
- 3.7.2. Throughout the Concession Term, the Concessionaire shall Maintain and Repair the Golf Facilities and keep them clean, neat, orderly, and in accordance with industry best practices and the standards of the United States Golf Association.
- 3.7.3. Without limiting the general application of Concessionaire’s obligation under RFP Section 3.7.2, the Concessionaire shall Maintain and Repair the perimeter of the Golf Facilities to ensure the safety of persons, property, sidewalks, walkways, and roadways bordering or in close proximity to the Golf Facilities. Concessionaire shall promptly remove snow and ice from steps, walkways, and paths on the Golf Facilities and perimeter sidewalks around the Golf Facilities and shall promptly spread a melting agent on icy surfaces as needed. For purposes of the preceding sentence, “promptly” means within 24 hours of the end of the snow fall or the start of the freeze.
- 3.7.4. Concessionaire shall promptly remove dead and dangerous trees that are on the golf course areas of play and each dead and dangerous tree that is in a wooded area and which could affect the courses if the tree or a limb from it falls.
- 3.7.5. Each item of Maintenance, and each Repair, that is an Alteration is subject to RFP Section 3.6.5 regarding Alterations.

- 3.7.6. Without limiting the effectiveness and applicable scope of RFP Sections 3.3.3 and 3.3.4, nothing in the Concession Agreement obligates the City to Maintain or Repair the Golf Facilities at any time or for any reason.

3.8 Golf Operations

Concessionaire shall operate the Golf Facilities as public recreational facilities.

3.8.1. Affordability; Greens Fees.

- A. Concessionaire shall keep the Golf Facilities affordable to Philadelphia residents. Concessionaire shall develop and offer promotional programs to attract public players to the Golf Facilities, including some or all of the following: (A) discounted fees, (B) blocks-of-rounds for a single discounted price, (C) league play, (D) Philadelphia School District school play, (E) private event rentals, and (F) other special opportunities.
- B. Concessionaire shall obtain the Commissioner's prior written approval of Concessionaire's greens fees and other charges (collectively, "**Greens Fees**") for play at the Golf Facilities, including Concessionaire's Greens Fees at the start of the Operating Term and all Concessionaire's subsequent proposed increases to them. Concessionaire shall provide written notice to the Commissioner at least 90 days before the date Concessionaire proposes to implement an increase in Greens Fees. The Commissioner's failure to respond in writing to Concessionaire's notice is deemed the Commissioner's rejection of the proposed increases.

3.8.2. Tournaments. Concessionaire may offer programs or arrangements for use of the Golf Facilities for tournaments and college teams and competitions, but Concessionaire shall keep the Golf Facilities available primarily for public recreational use.

3.8.3. Operating Procedures. Concessionaire shall establish written, standard operating procedures for its employees and representatives governing the Golf Operations. Before the Concessionaire may start Golf Operations, the Concessionaire must have obtained the Project Manager's written approval of the Concessionaire's operating procedures. Once the Project Manager has approved the Concessionaire's operating procedures, the Concessionaire shall strictly comply with those procedures and shall obtain the Project Manager's written approval before making any change to the approved procedures.

- 3.8.4. Safety of Operations. The Concessionaire shall perform the Golf Operations in a prudent and safe manner and in accordance with industry best practices.
- 3.8.5. Operations Under Applicable Laws. The Concessionaire shall perform the Golf Operations in compliance with all Applicable Laws, including the Department's regulations governing the Fairmount Park system. By signing the Concession Agreement, the Concessionaire represents and warrants that it has received a copy of the Department's regulations and has had adequate opportunity to carefully review and understand the regulations.
- 3.8.6. City Use of Golf Facilities. The Department may reserve clubhouse facilities and the Golf Facilities up to five times each year to hold a meeting or event that the Department supports. The Department may use a clubhouse facility and the Golf Facilities under this 3.8.6 for free.
- 3.8.7. Fundraising Events. The Concessionaire may hold fundraising events in the Golf Facilities only for the benefit of the Golf Facilities. The Department may use the Golf Facilities under RFP Section 3.8.6 to hold fundraising events hosted or sponsored by the Department for the benefit of the Fairmount Park system or the benefit of a non-profit organization whose mission is to benefit the Fairmount Park system.
- 3.8.8. Partisan Political Events Prohibited. The Concessionaire shall not permit any partisan political event to be held in the Golf Facilities. Without limiting the general application of the preceding sentence, no event may be held in the Golf Facilities to promote a candidate for public office, a political party, or a political cause, or to raise money for a candidate for public office, a political party, or an organization that promotes political candidates or causes.

NOTE: The prohibitions stated in this RFP Section 3.8.8 do not prohibit the Mayor or officials of the Mayor's Administration from speaking in the Golf Facilities about a municipal policy, initiative or program, and (2) do not prohibit a City department, board, agency, or City Council committee from conducting a meeting or other business in the Golf Facilities.

- 3.8.9. Private Event Rentals. Subject to RFP Sections 3.8.1 and 3.8.2, the Concessionaire may rent some or all the Golf Facilities for private events. The First Deputy may establish a limit to the number of private events for which the Concessionaire may rent the Golf Facilities and close a substantial portion of the Golf Facilities to the public during what otherwise would be public hours, but not less than 12 days during any calendar year.

- 3.8.10. Food and Beverage Service. The Concessionaire may serve food and beverages in the Golf Facilities. The Concessionaire may sell merchandise in the Golf Facilities that is related to golf.
- 3.8.11. Golf Professionals and Lessons. The Concessionaire may hire golf professionals and offer golf lessons in the Golf Facilities.
- 3.8.12. Daily Operation. The Concessionaire shall operate the Golf Facilities daily as weather permits. The Concessionaire may close the golf courses for a period of some weeks during each late winter and early spring to allow the landscaped areas of the Golf Facilities to grow and regenerate.
- 3.8.13. Community Programs. The Concessionaire shall use its best faith efforts to consult with community groups and their representatives to develop and implement programs that (1) make access to play on the Golf Facilities accessible to Philadelphia residents; (2) encourage disadvantaged youth and adults to learn and play golf; and (3) employ disadvantaged youth and adults to help Concessionaire perform its obligations under the Concession Agreement.

3.9 Concessionaire's Personnel

- 3.9.1. The Concessionaire shall employ or hire, and shall provide, all personnel necessary and prudent to perform the Restoration and Operations.
- 3.9.2. The Concessionaire shall cause its employees and representatives to conduct themselves courteously, professionally, and in a manner that reflects well at all times upon the Department, the City, and the Golf Facilities. The Concessionaire shall train and supervise its employees and representatives and cause them to be presentable in appearance and outfitted in appropriate attire that clearly identifies each employee and representative as the Concessionaire's employee or representative. The Department may, at its sole discretion or at the direction of the City, require the Concessionaire to remove and replace any employee or representative who does not meet the requirements of this RFP Section 3.9.2.

3.10 Equipment

- 3.10.1 The Concessionaire shall at its own cost provide all equipment, appliances, machinery, and supplies that are necessary and prudent for the safe, efficient, and successful performance of the Restoration and Operations, including golf carts, ball washers, water fountains, mowers, graders, aerators, and other landscape equipment (collectively, the "**Golf Equipment**").

3.10.2 The Department is not obligated to ensure the maintenance, repair, or replacement of any Golf Equipment that the Concessionaire needs or uses to perform the Renovation and Golf Operations.

3.10.3 The Concessionaire may use City-owned equipment, appliances, machinery, and supplies located in the Golf Facilities.

3.10.4 The Concessionaire shall Maintain and Repair the Golf Equipment at the Concessionaire's own cost, whether the Golf Equipment is owned by the City or not, subject to RFP Section 3.6.6.D [regarding golf carts and landscape maintenance equipment].

3.11 Utilities

3.11.1. The Department makes no representations or warranties regarding the adequacy of the public utilities and utility service that serve the Golf Facilities.

3.11.2. The Concessionaire shall pay all costs for utility service and utilities used at the Golf Facilities. The Concessionaire shall arrange to be billed directly by utility providers and shall pay all utility invoices on or before their due dates. The Concessionaire shall pay all interest and penalties arising from its failure to pay any utility invoice on time.

3.12 Marketing the Golf Facilities

3.12.1. The Department and City may actively market the Golf Facilities, but the Department and City are not obligated to do so.

3.12.2. The Concessionaire shall use its good faith efforts to market, publicize, and advertise the Golf Facilities by all commercially reasonable means, including: the internet; newspapers, magazines and other printed media; radio, television, and other broadcast media; and other media. The Concessionaire's marketing, publicity, and advertising activities are referred to collectively in this RFP as the "**Promotional Activities**".

3.12.3. A. At all times during the Term of the Concession Agreement, the Concessionaire shall include on its print, broadcast, or electronic publicity and marketing materials related to the Event Spaces, including advertising materials, a prominent, easily legible statement that reads as follows, or similar wording the Project Manager expressly approves in writing, in advance:

Cobbs Creek Golf Course is operated by the Philadelphia
Department of Parks and Recreation.

B. In addition, in all its print, visual broadcast, and visual electronic Promotional Activities, the Concessionaire shall include a clearly recognizable image of the Department's logo or trademark.

3.12.4. The Concessionaire shall obtain the Project Manager's prior written approval of the Concessionaire's Promotional Activities. The Concessionaire may propose a written plan to the Project Manager for its Promotional Activities. If the Concessionaire obtains the Project Manager's written approval of its general plan (the "**Approved Promotional Activities**"), then, as long as the Concessionaire strictly complies with the Approved Promotional Activities, the Concessionaire is not obligated to obtain additional approval of its Promotional Activities. The Concessionaire may not change its Approved Promotional Activities without the Project Manager's prior written approval.

3.13 Cleaning; Trash Collection; Recycling; Walk-Through Inspection

The Concessionaire shall keep the Golf Facilities clean and sanitary, promptly remove and bag all trash and organic debris.

3.13.1. The Concessionaire shall sort trash for recycling and shall provide clearly identified recycling receptacles at the Golf Facilities, including separate containers for classes of recyclable materials in compliance with all Applicable Laws and, at a minimum, for glass, paper, and plastic.

3.13.2. The Concessionaire shall cause all trash to be securely bagged or boxed and promptly carted away from the Golf Facilities and disposed of properly. Except as provided in RFP Section 3.13.3 regarding organic debris, the Concessionaire shall not dump or store any trash in wooded area of the Golf Facilities.

3.13.3. The Concessionaire shall promptly remove fallen or pruned trees, tree limbs, and other organic debris to a site the Project Manager has approved in advance and in writing. Once each calendar year the Concessionaire shall chip and remove the stored organic debris entirely from the Golf Facilities.

3.13.4. The Department and City are not obligated to clean the Golf Facilities, collect trash or organic debris, or dispose of trash or organic debris from the Golf Facilities.

3.14 Environmentally-Friendly ("Green") Products & Practices

The City of Philadelphia is implementing initiatives to have a positive impact on the environment and the health of Philadelphia residents and visitors. Therefore,

the Department strongly encourages the Concessionaire to use environmentally-friendly practices and products in its Golf Operations. If the Concessionaire uses disposable products, the Department encourage the Concessionaire to use chlorine-free, biodegradable products, including paper towels, napkins, utensils, and plates. The Department also encourages the Concessionaire to serve sustainable food products and to train its employees on environmentally-friendly practices. If the Concessionaire constructs any new buildings or other structures on the Golf Facilities, the Concessionaire shall comply with Mayor's Executive Order 1-07 regarding Environmental Protection, Environmental Stewardship and the Office of Sustainability and Environment.

3.15 Subcontracting; Subsidiary and Guaranty

3.15.1 “**Subcontract**” means a contract, written or oral, between the Concessionaire and a Subcontractor.

“**Subcontractor**” includes any person or firm under contract with the Concessionaire to provide services, supplies, or equipment, or to perform any aspect of the Restoration or Golf Operations.

3.15.2 Subject to the requirements of RFP Section 4.18 and RFP Section 6.5, the Concessionaire may enter into one or more Subcontracts in connection with its performance of the Restoration and the Golf Operations.

- A. Despite entering into any Subcontracts, the Concessionaire is not relieved of any of its obligations under the Concession Agreement.
- B. The Concessionaire shall cause its Subcontractors to comply with the Concession Agreement. Any Subcontractor's breach of the Concession Agreement is deemed Concessionaire's breach of the Concession Agreement.

3.15.3 Concessionaire shall cause each of its Subcontracts to specify that

- A. the Subcontract is subject to the Concession Agreement;
- B. the Department and City are third party beneficiaries of the Subcontract; and
- C. the Subcontractor is bound by the same requirements as the Concessionaire under the Concession Agreement to (1) indemnify and defend the Department and City, (2) to name the Department and City as additional insureds on the Subcontractor's insurance, and (3) to maintain and repair all damage the Subcontractor causes to the Golf Facilities.

3.15.4. In addition to the requirements in RFP Section 3.15.3, the Concessionaire shall include in each Subcontract a provision that the Subcontractor shall continue to provide the services it would have under its Subcontract for the remainder of the Subcontract term if:

- A. the Department terminates the Concession Agreement or the Concession Agreement otherwise ends;
- B. the Subcontractor is not in default under its Subcontract or the Concession Agreement; and
- C. the Department provides written notice to the Subcontractor of the Department's desire that the Subcontractor continue to provide those services.

3.15.5. Any purported Subcontract made in violation of this RFP Section 3.15 is void as it relates to the Subcontractor's exercise of the License. The Project Manager may prohibit a person or firm from entering the Golf Facilities whose Subcontract does not comply with this RFP Section 3.15.

3.16 Alcoholic Beverages

The Concessionaire may serve alcoholic beverages in the Golf Facilities. It is a condition precedent to the Concessionaire's authority to serve alcoholic beverages, however, that the Concessionaire must have obtained all permits and licenses required under Applicable Laws to serve alcoholic beverages. The Concessionaire shall not serve alcoholic beverages in the Golf Facilities unless the Concessionaire has obtained all licenses and permits required by Applicable Laws and the licenses and permits are current and valid.

3.17 Security

The Concessionaire shall take all measures to keep the Golf Facilities secure from fire, break in, trespass, and vandalism and other criminal activity. The Concessionaire shall promptly inform the Project Manager of any fire, break in, trespass, vandalism, or other criminal activity that occurs in the Golf Facilities.

3.18 Smoking Policy

3.18.1 The Department's regulations prohibit smoking on all lands and facilities under the Department's jurisdiction, including all buildings and parks. In addition, under City of Philadelphia Ordinance #050063-A, smoking is prohibited within 20 feet of any City-owned building entrance.

3.18.2 The Concessionaire shall not permit its employees, Subcontractors, clients, or patrons to smoke any place in the Golf Facilities or within 20

feet of any building entrance in the Golf Facilities.

3.19 Licenses and Permits

The Concessionaire shall at its own cost obtain and maintain during the Term all licenses, permits, and approvals that Applicable Laws require for the Concessionaire to perform the Restoration and perform the Golf Operations. The Concessionaire shall cause each Subcontractor to obtain and maintain all licenses, permits, and approvals that Applicable Laws require the Subcontractor to have in order to perform the services or provide the supplies or materials the Subcontractor is to perform or provide, as the case may be, under the Subcontract.

3.20 Condition of Golf Facilities on Concession Agreement Ending Date

3.20.1 On the Concession Agreement Ending Date, the Concessionaire shall leave the Golf Facilities in the same or better condition than they were in upon completion of the Restoration, except for reasonable wear and tear and casualty that is covered by the Concessionaire's property insurance that is payable to the City as loss payee.

3.20.2 Concessionaire's obligations under this RFP Section 3.20 survive the Concession Agreement Ending Date.

3.21 Compensatory Mitigation Credits; City Water Department Work

3.21.1 The City owns all right, title and interest associated with any compensatory mitigation credits currently available or in the future available as a result of

A. stream corridor restoration activities at Cobbs Creek Golf Course or any other part of the Golf Facilities, or

B. the establishment, enhancement, restoration or preservation of wetlands at Cobbs Creek Golf Course or any other part of the Golf Facilities, or

C. other ecosystem enhancement programs at Cobbs Creek Golf Course or any other part of the Golf Facilities.

3.21.2 The City may in its sole discretion assign compensatory mitigation credits it owns under RFP Section 3.21.1.

3.21.3 For purposes of this Section 3.21, the term "**compensatory mitigation credits**" means any "credit" as defined under the Department of Defense and Environmental Protection Agency Final Rule on Compensatory Mitigation for Losses of Aquatic Resources (33 CFR Parts 325 and 332

and 40 CFFR Part 230) or any similar credit available under existing or future compensatory mitigation programs established, implemented or operated by the Commonwealth of Pennsylvania or any of its departments.

- 3.21.4 The City Water Department may in its exclusive discretion decide to perform flood control improvements and stormwater control improvements on the Golf Facilities. If the Water Department decides to do so, the Concessionaire shall permit the Water Department or its contractors onto the Golf Facilities for that purpose, and the Concessionaire shall use its best faith efforts to support the Water Department's planning and work. This provision does not obligate the City to perform any improvements to any portion of the Golf Facilities.

3.22 Economic Opportunity Plan

Concessionaire shall comply with the Economic Opportunity Plan attached as Appendix 4 and its Solicitation for Participation and Commitment Form, attached as RFP **Form C**. (See RFP Section 6.5)

Section 4 – General Contract Provisions

4.1 Ethics Requirements

- 4.1.1 In accordance with Executive Order No. 3-11, issued by the Mayor of Philadelphia on January 25, 2011, the Concessionaire shall not offer, make or render, any "Gift" to any City official or employee where the receipt of the Gift would be prohibited under Section 2 of that Executive Order.
- 4.1.2 Any person who offers or gives anything of value to any City official or employee, the receipt of which would violate Executive Order No. 001-11, may be subject to sanctions with respect to future City contracts to the extent expressly stated in that Executive Order, which may range from disqualification from participation in a particular contract to debarment, depending on the nature of the violation.
- 4.1.3 In the Concession Agreement, "**Gift**" means any conveyance of anything of value, including a gift, gratuity, favor, entertainment, invitation, food, drink, or loan, unless consideration of equal or greater value is conveyed in return. "Gift" does not include a political contribution otherwise reported as required by law, or a commercially reasonable loan made in the ordinary course of business.
- 4.1.4 If the Concessionaire offers or gives, directly or indirectly, a Gift to any City official or employee in violation of Executive Order 03-11, the Concessionaire will have committed a material default under the

Concession Agreement that entitles the City to exercise any rights or remedies available to it under the Concession Agreement, at law and in equity.

4.2 Tax Requirements

4.2.1 Any contractor, vendor of goods, or provider of services, who bids on and signs the Concession Agreement is subject to Philadelphia's business tax ordinances and regulations. The Concession Agreement is entered into in the City of Philadelphia, and the Concessionaire's delivery of goods into the City, or performance of services in the City, is "doing business" in the City and subjects the Concessionaire to the City's tax requirements, including without limitation one or more of the following taxes:

- a) Business Income and Receipts Taxes
- b) Net Profits Tax
- c) City Wage Tax
- d) Business Use and Occupancy Tax

4.2.2 Promptly following the Start 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 Laws. 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.

4.2.3 In addition to the City's tax requirements, the Concessionaire shall timely pay all federal, state, and local taxes, assessments, and levies, however characterized (collectively, "**Assessments**") that apply to the License, the Concession Agreement, and the Concessionaire's activities under the Concession Agreement. The Concessionaire is solely liable for all late charges, interest, penalties, and fees arising from the Concessionaire's failure to timely pay all Assessments.

4.2.4 The City, including the Department are not obligated at any time during the Term to pay any Assessments related to the License, the Concession Agreement, or the Concessionaire's activities under the Concession Agreement.

4.2.5 The Concessionaire's failure to comply with the requirements of the Concession Agreement regarding payment of Assessments, or the Concessionaire's failure to otherwise pay an Assessment as required by Applicable Laws, is an Event of Default of the Concession Agreement.

4.3 Confidential and Proprietary Information of the Department and 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 proprietary information it obtains from the City from being disclosed to any other person or entity. 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 any confidential or proprietary information by the Concessionaire or its employees, or by any person acquiring that information, directly or indirectly, from the Concessionaire or its employees. The Concessionaire's obligations under this Section 4.3 survive the Concession Agreement Ending Date.

4.4 Security Deposit

4.4.1 The Concessionaire shall at its own cost pay to the Department \$100,000 as a security deposit (the "**Security Deposit**") contemporaneously with its execution of the Concession Agreement. At the First Deputy's direction, the Department may apply the Security Deposit as security for the following:

- A. The Concessionaire's faithful compliance with the Concession Agreement, including all costs and expenses to hire persons or firms to complete Concessionaire's compliance with, the Concession Agreement.
- B. Compensation for any damages, costs, or expenses suffered or incurred by the City arising from or related to Concessionaire's Event of Default under the Concession Agreement, including Concessionaire's failure to pay any part of the Concession Fee and any other payment the Concession Agreement requires the Concessionaire to pay.
- C. Compensation for any damage to the Golf Facilities that is not Repaired by Concessionaire and exceeds or is not covered by Concessionaire's insurance that names the City as loss payee.

4.4.2 Following an Event of Default (see below) and expiration of any applicable cure period, if the Concessionaire has not cured the Event of Default, the Department may at the First Deputy's direction, take payment and compensation from, or out of, the Security Deposit.

4.4.3 If the Department takes payment or compensation from the Security Deposit and the Department notifies the Concessionaire of the action, then

the Concessionaire shall pay to the Department the amount necessary to fully restore the Security Deposit. The Concessionaire shall make the payment not later than five days following receipt of the Department's notice. It is a condition precedent to Concessionaire's subsequent use of any of the Golf Facilities that the Concessionaire has timely and fully restored the Security Deposit.

- 4.4.4 From time to time, but not more than once each year, the Department may increase the amount of the Security Deposit by a percentage of the Security Deposit equal to the percentage increase in the Consumer Price Index, U.S. City Average, between January 2015 and January of the year in which the Department increases the amount of the Security Deposit. If the U.S. Department of Labor discontinues publishing the Consumer Price Index at regular periods, then the Department may use any similar report or reports released by any other bureau, department or agency of the United States Government, at regular periods, for substantially similar purposes. Despite any decline in the Consumer Price Index or any other similar report, the Security Deposit is never to be less than \$100,000.
- 4.4.5. The Department shall return the funds remaining in the Security Deposit to the Concessionaire by check after the Concession Agreement Ending Date after all of the following have occurred:
 - A. The Department has confirmed that the Concessionaire has made all Repairs to the Golf Facilities for damage arising from or relating to any of the Restoration or Golf Operations.
 - B. The Concessionaire has provided all Monthly Reports and all Annual Reports to the Department, and the Department has had not less than 60 days from delivery of the last report or statement to review it.
 - C. The Department has confirmed that the Concessionaire has fully paid the Concession Fees and all other payments the Concession Agreement requires.
- 4.4.6 The Department is not obligated to invest the Security Deposit and is not obligated to return the Security Deposit to the Concessionaire with any interest or other accumulations.

4.5 Indemnification, Release and Insurance; Care, Custody, and Control of Golf Facilities

- 4.5.1 The Concessionaire shall promptly indemnify, defend, and release the City as set forth in **Appendix 3** to the RFP.
- 4.5.2 In addition, on or before the Start Date, the Concessionaire shall obtain,

and shall maintain throughout the Term, the types and minimum amounts of insurance set forth in **Appendix 3**. It is a condition precedent to the effectiveness of the License under the Concession Agreement that the Concessionaire must have provided 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 Concessionaire must cause copies of the certificate of insurance to be delivered to all the officials at the addresses specified in **Appendix 3** Section A-3.4.3.

4.5.3 During the Term, Concessionaire has exclusive care, custody, and control of the Golf Facilities.

4.6 City's Right to Inspect

4.6.1 The Concessionaire shall keep complete and accurate books of accounts, financial records, and other records (collectively, "**Books and Records**") within the City of Philadelphia relating to the Golf Operations. The Concessionaire shall maintain its Books and Records in accordance with generally accepted accounting principles consistently applied.

4.6.2 The Concessionaire shall make its Books and Records available in Philadelphia for City officials (including the Department or their representatives) to inspect during weekday business hours upon three days prior notice. City officials may copy some or all of the Books and Records.

4.6.3 Within 120 days following the Concessionaire's fiscal year end, the Concessionaire shall submit to the Project Manager an audited financial statement (the "**Annual Financial Statement**"). Concurrently with the Annual Financial Statement, the Concessionaire shall also submit an annual report that provides a summary of all the Concessionaire's activities with respect to the Golf Operations during the fiscal year, including the following: (A) a summary of Concessionaire's Promotional Activities, programs for youths and other community activities; and (B) completed Capital Improvements, and significant Maintenance and Repair projects.

4.6.4 For each month or partial month during the Operating Term, on or before the end of the following month the Concessionaire shall deliver to the Project Manager an internally prepared report that states the number of golf rounds by fee category together with an income and expense statement.

4.7 Default

- 4.7.1 The Concessionaire will commit an “**Event of Default**” under the Concession Agreement if any of the following occur:
- A. Concessionaire fails to timely pay to any portion of the Concession Fee or any other payment the Concession Agreement requires, or fails to timely replenish the Security Deposit; or
 - B. Concessionaire fails to timely perform, observe, fulfill, or comply with any other obligation, requirement, limitation, or prohibition imposed on or applicable to Concessionaire under the Concession Agreement.
- 4.7.2 Following the Department’s notice of the Event of Default (the “**Default Notice**”), the Concessionaire must cure the Event of Default within the applicable cure period specified below:
- A. In the case of an Event of Default under Section 4.7.1.A, the Concessionaire must cure the default within 3 days after receiving the Default Notice.
 - B. In the case of an Event of Default under Section 4.7.1.B, the Concessionaire must cure the Event of Default within 15 days after receiving the Default Notice.
- 4.7.3 If the Concessionaire fails to timely cure the Event of Default after receipt of the Default Notice, then without further notice the Department may in its discretion exercise one or more of the following remedies and any remedy available to the Department at law or in equity:
- A. Immediately suspend or terminate a Concession Agreement, in whole or in part, without liability to the Concessionaire, including canceling one or more events that the Concessionaire previously scheduled for the Golf Facilities.
 - B. Apply some or all of the Security Deposit to pay any amount the Concessionaire has failed to pay, or to pay for any Maintenance or Repair which the Concessionaire has failed to perform.
 - C. Retain or dispose of any appliance, equipment, materials, supplies, furniture, fixtures or other property that the Concessionaire has left in the Golf Facilities.
 - D. Despite RFP Section 4.7.2, in the case of any Event of Default, or condition that arises in connection with an Event, that poses a threat of imminent harm to persons or property, the Department may

immediately exercise any or all of the remedies listed in RFP Sections 4.7.3.A and B without providing a Default Notice to the Concessionaire.

E. The Department may exercise its remedies separately, cumulatively, successively, and or repeatedly, in the Department's discretion.

4.7.4 The Department's failure or delay in providing a Default Notice to the 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 Department's rights or remedies following delivery of a Default Notice or as provided in RFP Section 4.7.3.D.

4.7.5 The Department's application or use of the Security Deposit does not relieve the Concessionaire from liability for any damages or expenses suffered or incurred by the City that exceeds the amount of the Security Deposit.

4.8 Non-Indebtedness

4.8.1 By executing the Concession Agreement, Concessionaire certifies, represents, and warrants to the Department that the Concessionaire and its officers, parent company(ies), subsidiary(ies), and affiliate(s), if any, are not currently 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), liens, judgments, fees or other debts (collectively "**Indebtedness**") for which no payment plan satisfactory to the City has been established. The Concessionaire shall not be indebted to the City, and shall prevent its officers, parent company(ies), subsidiary(ies), and affiliate(s), if any, from being indebted to the City, during the Term of the Concession Agreement, for any Indebtedness for which no payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, the Concessionaire's false certification, misrepresentation, breach of warranty, or breach of its covenants, set forth above in this RFP Section 4.8.1, may in at the sole discretion of the City, result in the withholding of payments otherwise due from the Concessionaire to the Department in connection with the Concession Agreement and, if the breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the termination of the Concession Agreement for default (in which case the Concessionaire is liable for all excess costs and other damages resulting from the termination).

4.8.2 The Concessionaire shall cause each of its Subcontractors (if any) to make a certification to the City similar to that made by the Concessionaire in

Section 4.8.1 above. The Concessionaire shall include the provisions in Section 4.8.1 in each Subcontract under the Concession Agreement, with appropriate adjustment for the name of the Subcontractor.

4.8.3 False certification or representation is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

4.9 Condition of Golf Facilities

By signing the Concession Agreement, the Concessionaire accepts the License given by the Concession Agreement and agrees to use the Golf Facilities in their “AS IS” condition for the purposes set forth in the Concession Agreement. The Concessionaire submitted its Proposal and entered into the Concession Agreement based solely on Concessionaire’s own investigation of the condition of the Golf Facilities.

4.10 Safety Measures

Subject to RFP Section 3.6.5, the Concessionaire shall take all steps necessary and desirable for the safe exercise of the License and to prevent any injury or damage to any person or property in, on, or about the Golf Facilities arising in connection with the Concessionaire’s exercise of the License.

4.11 Compliance with Applicable Laws

In the Concession Agreement, “**Applicable Law**” and “**Applicable Laws**” include all present and future federal, state, 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, the Golf Facilities, the Renovation, and the Concessionaire’s operations under the Concession Agreement. The Concessionaire shall promptly comply with all Applicable Laws, including but not limited to:

4.11.1 The Department’s regulations and policies.

4.11.2 The tax requirements of all governmental authorities having jurisdiction over the Concession Agreement, the License, the Concessionaire, and the Concessionaire’s operations under the Concession Agreement.

4.11.3 Federal, Commonwealth of Pennsylvania, and City of Philadelphia laws, regulations, and other legal requirements, if any, applicable to the Golf Facilities regarding the preservation of public outdoor recreation land or conversion of that land to private or indoor use.

4.12 Entire Agreement; No Amendment

- 4.12.1 The Concession Agreement is the final, complete, and exclusive expression of the City's and Concessionaire's agreement about the License, Restoration, and Golf Operations. All prior negotiations and agreements, if any, between the City and Concessionaire relating to the License, Restoration, and Golf Operations are superseded by and merged into the Concession Agreement.
- 4.12.2 The Concession Agreement may not be amended or modified except in writing approved by the Department and the City's Procurement Commissioner and by the Concessionaire. Any purported amendment of the Concession Agreement made without strictly complying with this Section 4.12.2 is void.
- 4.12.3 The City's delay or failure to respond in writing to the Concessionaire's request to change any provision of the Concession Agreement is deemed the City's rejection of the proposed change.

4.13 No Joint Venture or Partnership

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

4.14 Severability

The provisions of the Concession Agreement are severable. If any provision of the Concession Agreement is held to be invalid or unenforceable for any reason, then that provision is deemed adjusted to the minimum extent necessary to cure the invalidity or unenforceability. Except as provided in the next sentence, the invalidity or unenforceability of one or more of the provisions in the Concession Agreement does not affect any other provision of the Concession Agreement. If any provision of the Concession Agreement is held invalid or unenforceable so that the Department is deprived of a material consideration to them under the Concession Agreement, then the Department may, in their discretion, terminate the Concession Agreement without liability to the Concessionaire.

4.15 Waiver of Jury Trial

Concessionaire knowingly, intentionally, and voluntarily waives trial by jury in any legal proceeding arising under or related to the Concession Agreement, including torts. This provision is a material inducement for the Department to enter into the Concession Agreement. The Concessionaire shall include a provision in all its Subcontracts under the Concession Agreement under which their Subcontractors also waive trial by jury in any legal proceeding

arising under or related to the Concession Agreement.

4.16 Place of Contract; Governing Law; Venue

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

4.16.2 Concessionaires agree that all claims arising under or related to the Concession Agreement must be filed in the Court of Common Pleas of Philadelphia County. Concessionaires consent to the exclusive jurisdiction of the Court of Common Pleas of Philadelphia County and Pennsylvania courts of appeal. Concessionaires waive their right to file a motion to remove venue for any proceeding to another jurisdiction or to any federal court.

4.17 Counterparts

The Concession Agreement may be executed by the parties in any number of counterparts, each of which is an original, and all of which together are one and the same document.

4.18 Assignment Prohibited

Subject to RFP Section 3.15 regarding Subcontracts, the Concessionaire shall not assign its rights or delegate any of its obligations under the Concession Agreement. Any purported assignment or delegation by the Concessionaire in violation of this provision is void and is deemed an offer to the Department to immediately terminate the Concession Agreement, which the Department may accept or decline in the Department's sole discretion without any liability to the Concessionaire.

4.19 Fair Practices; Nondiscrimination

4.19.1 The Concession Contract is entered into under the terms of the Philadelphia Home Rule Charter and The Philadelphia Code. The Concessionaire shall comply with the provisions of the Philadelphia Code's Fair Practices Ordinance (Chapter 9-1100), as it may be amended from time to time. The Fair Practices Ordinance prohibits, among other things, discrimination by an employer on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, handicap or marital status with respect to employment. If the Concessionaire commits any prohibited discrimination, the City may terminate the Concession Agreement forthwith or exercise any other

remedy provided to the City in the Concession Agreement or at law or in equity. This paragraph does not limit or restrict the City's right to terminate the Concession Agreement as set forth in other sections of the RFP and Concession Agreement.

- 4.19.2 1. In accordance with Philadelphia Code Chapter 17-400, the Concessionaire's payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, or privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes a material default of the Concession Agreement by the Concessionaire that entitles the City to all rights and remedies provided in the Concession Agreement or otherwise available at law or in equity.
2. The Concessionaire shall include Section 4.19.2.1 immediately above, with appropriate adjustments for the identity of the parties, in all Subcontracts that the Concessionaire enters into for work to be performed pursuant to the Concession Agreement.
3. The Concessionaire shall cooperate with the City's Commission on Human Relations in any manner which the Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of the Philadelphia Code, and the Concessionaire's failure to do so constitutes a material default of the Concession Agreement by the Concessionaire that entitles the City to all rights and remedies provided in the Concession Agreement or otherwise available at law or in equity.

4.20 Validity of Department Approval and Other City Approvals

- 4.20.1 Except where the Concession Agreement expressly requires the Concessionaire to obtain the Department's review, approval, permission, or consent exclusively or in addition to that of the Project Manager's, the Project Manager may perform or give the review, approval, permission, or consent on behalf of the Department and the Project Manager's decision binds the Department.
- 4.20.2 Except where the Concession Agreement expressly specifies that a review, approval, permission, or consent must be obtained from a City department, board, commission, or official other than the Department or the Project Manager, any review, approval, permission, or consent that the Concessionaire is required to obtain under the Concession Agreement is not valid or effective unless obtained or confirmed in writing from the

Department or the Project Manager, as the case may be.

4.20.2 Where the Concession Agreement requires the review, approval, permission, or consent of a City department, board, commission or official other than the Department or the Project Manager, then the review, approval, permission, or consent is not valid unless given by the specified department, board, commission, or officials and in the specified manner.

4.21 Interpretation

The Concessionaire agrees that the rule of interpreting any ambiguities in an agreement against the drafter of the agreement does not apply to the interpretation of the Concession Agreement.

4.22 No Third Party Beneficiary

There are no third party beneficiaries of the Concession Agreement.

4.23 Time of the Essence

Time is of the essence in the Concessionaires' compliance with each of its obligation under the Concession Agreement.

4.24 Force Majeure Event

4.24.1 The Concessionaire is excused from compliance with any obligation under the Concession Agreement where (1) compliance with the obligation is rendered impossible by any unexpected event in the nature of a hurricane, tornado, earthquake, extreme weather, war, terrorism, riot, embargo, or labor strike (except a strike by Concessionaires' own employees), (2) the breakdown or failure of any apparatus, equipment or machinery in the Golf Facilities required in connection with Golf Operations where the breakdown or failure is not in any degree the Concessionaire's fault, and (3) the Concessionaire cannot reasonably make alternative arrangements to comply with the obligation or limitation despite the unexpected event ((1), (2), and (3) together, a "**Force Majeure Event**").

4.24.2 The Concessionaire is excused from compliance with any obligation under the Concession Agreement because of a Force Majeure Event only for the duration of the Force Majeure Event or until the Concessionaire can sooner reasonably make alternative arrangements to enable its compliance. If the Force Majeure Event renders impossible Concessionaire's compliance with a material obligation or limitation under the Concession Agreement, and if the Force Majeure Event continues for two months or longer, then the Department may terminate the Concession Agreement in their discretion without liability to the Concessionaire.

4.24.3 The City is excused from compliance with any requirements applicable to it under the Concession Agreement if the City cannot comply because of any hurricane, tornado, earthquake, extreme weather, war, terrorism, riot, embargo, labor strike acts, government action, or breakdown or failure of any appliance or equipment employed in supplying the required services or any act or condition beyond the reasonable control of the City.

4.25 Philadelphia 21st Century Minimum Wage and Benefits Standard

In accordance with Philadelphia Code Chapter 17-1300 (“**Chapter 17-1300**”), if the Concessionaire employs more than 25 employees, the Concessionaire shall comply with the following provisions:

4.25.1 The Concessionaire shall comply with the requirements of Chapter 17-1300 as they exist on the date when the Concessionaire enters into the Concession Agreement and each time the Concession Agreement is amended.

4.25.2 The Concessionaire shall promptly provide to the City documents and information verifying its compliance with the requirements of Chapter 17-1300.

4.25.3 The Concessionaire’s non-compliance with Chapter 17-1300 is an Event of Default without the opportunity to cure and entitles the Department to exercise its remedies pursuant to RFP Section 4.7.3.

4.25.4 The Concessionaire shall notify each of its affected employees with regard to the wages that are required to be paid pursuant to Chapter 17-1300.

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 perform the Restoration and perform the Golf Operations.

5.2 Management Experience Qualifications

In order to receive consideration for award of the Concession Agreement, a Respondent must demonstrate that the Respondent has the experience and financial resources that the Department determine are sufficient to meet the requirements set forth in this RFP (“**Management Experience Qualifications**”). The Respondent also must provide evidence that it has the ability to fund the

Capital Improvement Commitment or that it has a credible source of funding for the Capital Improvement Commitment.

5.3 Records and Reports

A Respondent must have the capability to maintain and furnish management records and reports, as required in Section 4.6 in a format satisfactory to the Department.

5.4 Unacceptable Respondents

5.4.1 The City will not accept any Proposal from, and will not award the Concession Agreement to, any Respondent that itself, or any of whose directors, officers or employees,

1. is in arrears or is in default of any debt to the City, including any tax delinquency and any contract obligation;
2. has defaulted as surety, guarantor, or otherwise upon obligations to the City;
3. has failed to perform faithfully any previous contract with the City;
4. has failed to execute a contract the person, firm, or organization negotiated with the City; or
5. is involved in litigation against the City of Philadelphia.

5.4.2 The Department will not accept any Proposal from, and will not award the Concession Agreement to,

1. any member, official, officer, director, or employee of the Department or City;
2. any person, firm, or organization in which any of the persons listed in 5.4.2.1 has a direct or indirect financial interest, including a firm in which the Department or City member's, official's, officer's, director's, or employee's parent, grandparent, spouse, sibling, child, or relative in-law is an officer, director, or employee.

5.5 Each Respondent May Submit Only One Proposal

A Respondent must not be a party to more than one Proposal. If a Respondent is a party to more than one Proposal, the Department may reject all those Proposals.

Section 6 – Proposal Submission Requirements

6.1 Responsiveness

To be eligible for consideration by the Department and award of the Concession Agreement, a Respondent's Proposal must be responsive to this RFP. For its Proposal to be responsive to this RFP and considered by the Department, a Respondent must

- 6.1.1. follow all the instructions in this RFP and submit all the materials and information this RFP requires; and
- 6.1.2. describe, at a minimum, its management and operating practices, personnel requirements, and the reporting mechanisms it would employ to provide Golf Operations at the Golf Facilities, as well as the Concession Fee it would pay to the City.

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 to the address specified on the RFP cover page. The City requests that each Respondent also include one complete electronic copy on CD-ROM or a "jump drive," "flash drive," or "thumb drive." The original letter and Proposal must be signed by a person with authority to bind the Respondent to all of the provisions of this RFP, the Concession Agreement, and Respondent's Proposal.
- 6.2.2 Each Respondent may submit its Proposal in envelopes, packets, or boxes, as it chooses, but it must seal the envelopes, packets, or boxes, as the case may be, to ensure confidentiality of the information prior to the Deadline to Submit Proposals.
- 6.2.3 Each Respondent's Proposal must follow the form of this RFP. It must be typed on 8-1/2" x 11" paper and marked clearly on the cover page with Respondent's name and clearly refer to this RFP. The Respondent should number all the pages clearly. Respondents must not submit Proposals in plastic sleeves or spiral binders. Each Respondent may include illustrations and oversized drawings with its Proposal, but the drawings must be accompanied by 8½" x 11" sectionals or reduced to 8 ½" x 11" as well.
- 6.2.4 Wherever a Respondent is providing information required by this RFP, the Respondent must identify the information by using a heading or label with the corresponding RFP Section number, Appendix, or Form of this RFP that requires the information.

6.2.5 Each Respondent's Proposal must include the following (please see other provisions of this RFP for a fuller explanation of several of the matters listed):

1. Cover letter.
2. Statement of Understanding of the Purpose of this RFP (see Section 6.6).
3. Description of Respondent's company, organization, and personnel (see Section 6.4);
4. Respondent's Management Experience Qualifications and at least three references (see Section 5.2 and Section 6.4.8). In addition, if the Respondent intends to hire consultants or Contractors to plan or perform the Restorations or to manage and operate the Golf Facilities, a description of each consultant's and Contractor's qualifications.
5. A description of the Respondent's plans for the Restoration of the Golf Facilities and schematic drawings of those plans.
6. Completed Concession Fee and Capital Investment Commitment proposal form, **Form A** (see RFP Section 3.5 and RFP Section 3.6.1)

NOTE: The Respondent may propose to not pay any Concession Fee for some or all of the Operating Term. If the Respondent proposes to not pay any Concession Fee for some or all of the Operating Term, the Respondent must provide a narrative explanation of its decision together with the relevant supporting financial analysis and calculations.

NOTE: The Respondent's proposed Capital Investment Commitment must be at least \$13 million.

7. A statement of whether the Respondent will execute the Concession Agreement itself or intends to create a Related Company to execute the Concession Agreement and act as the Concessionaire.
8. Respondent's proposed Greens Fees at the start of the Operating Term (see RFP Section 3.8.1.B).

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

1. Respondent's name and address.
2. Identification as "Proposal for the Restoration, Improvement, Operation, Management, and Maintenance of Cobbs Creek Golf Course, Karakung Golf Course, and the City Line Sports Center."
3. Deadline to Submit Proposals, as stated on the cover page of this RFP.

6.3 Submission of Proposal by “Deadline to Submit Proposals”; Oral Presentations

- 6.3.1 Each Respondent must submit its Proposal to the City no later than the Deadline to Submit Proposals. Each Respondent is solely responsible for delivery of its Proposal on time and to the proper location. The “**Deadline to Submit Proposals**” and the location for submitting Proposals are set forth on the cover page of this RFP.
- 6.3.2 The Department may require Respondents to make oral presentations after the Deadline to Submit Proposals. The Department may determine the date and time of any required oral presentations.

6.4 Company Profile; Operating Experience

Each Respondent must:

- 6.4.1 Submit a résumé or detailed description of the Respondent’s professional qualifications, demonstrating extensive experience in the industry, or affiliation with individuals and firms who have that expertise. The résumé or detailed description must include the number of Respondent’s employees and number of years Respondent has been in business.
- 6.4.2 Explain its corporate organizational structure and ownership.
- 6.4.3 Provide the names and addresses of all owners and corporate officers of the entity submitting the Proposal.
- 6.4.4 Provide its Federal Employer Identification Number.
- 6.4.5 Identify all parent, subsidiary, affiliate, and partnership relationships of its company with other businesses (those other businesses collectively, “**Related Companies**”). Related Companies include each business in which any owner or principal officer of the Respondent (1) has an ownership interest, or (2) is a principal, executive, or other senior officer, or (3) has a mother, father, spouse, sibling, child, grandchild, aunt, uncle, niece, nephew, or relative-in-law who has an ownership interest or is a principal, executive, or other senior officer.
- 6.4.6 Provide evidence of its financial capacity and stability, which may include its total annual revenue, bank account balances, and other financial information. The Respondent also must provide evidence that it has the ability to fund the Capital Investment Commitment or has a credible source of funding for the Capital Investment Commitment.
- 6.4.7 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 venture entity and the percentage of ownership of each partner or joint venture entity. If Respondent is a corporation or limited liability company, the Respondent must provide a copy of its articles of incorporation, give the date and state of the company's organization and incorporation, and list the names and addresses of the company's board of directors and officers, or managers or members, as the case may be.

- 6.4.8 Each Respondent must provide at least three recent references with whom the Respondent has worked and who can describe such matters as the Respondent's financial and operational capability (for example, without limitation, to operate quality golf operations at facilities comparable in size to the Golf Facilities). 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.
- 6.4.9 List all contracts the Respondent and each of its Related Companies have had with the Department and the City, in the last five years.
- 6.4.10 If Respondent or any of its Related Companies has filed for bankruptcy protection in the last five years (or had a bankruptcy petition filed against it), Respondent must provide a brief explanation of the circumstances and outcome of the filing.
- 6.4.11 List all surety companies that have previously issued performance bonds on behalf of Respondent or any of its Related Companies, the addresses of each surety company, the amount of each bond, and the term of each bond. List any performance bonds that were called in the last five years due to unsuccessful completion of the contract.
- 6.4.12 Pursuant to Philadelphia Code Section 17-104(3), each Respondent must complete **Form B**, Disclosure of Women as Board Members and Executive Staff. Each Respondent must submit the completed form with its Proposal.

6.5 Participation of Minority, Woman and Disabled Owned Business Enterprises In City Contracts

- 6.5.1. The Concession Agreement is subject to Mayor's Executive Order, No.3-12, the Mayor's Antidiscrimination Policy Relating to the Participation of Minority, Woman, and Disabled Businesses in City Contracts. See Appendix C.
- 6.5.2. The Respondent must complete and submit a "Solicitation for Participation

and Commitment Form,” **Form C**.

6.5.3. The Economic Opportunity Plan and Solicitation for Participation and Commitment Form will be attached to the Concession Agreement form that is submitted for City Council approval. (See RFP Section 1.2.2)

6.5.4. For a listing of firms certified as M/W/DSBEs, please visit <http://mbec.phila.gov/home/directory.asp>.

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

Section 3 and Section 4 of this RFP set forth the minimum requirements that a Concessionaire must fulfill. Each Respondent must provide a brief narrative that demonstrates its understanding of the Department’ goals in issuing this RFP, the nature and scope of the work involved, and how the Respondent’s expertise will enable Respondent to fulfill the Department’s goals and maximize the potential of the Golf Facilities and a public recreation facility. Also, each Respondent must describe its approach to the proposed Restoration and the Golf Operations, including Respondent’s work plan and strategy.

6.7 Operating Plan

6.7.1 All Proposals must include a detailed operational plan for the Golf Operations (“**Operating Plan**”). At a minimum, the following must be included in the Operating Plan:

6.7.1.1 A detailed description for operating and managing the Golf Operations, including staffing and marketing.

6.7.1.2 [Reserved.]

6.7.1.3 Identification of Respondent’s on-site management team and description of the team’s background and experience.

6.7.1.4 The estimated number of employees and the positions the employees will fill in a Concessionaire’s performance of Golf Operations.

6.7.1.5 The customer service standards Respondent deems necessary for successful Golf Operations.

6.7.1.6 Names and description of the vendors to be subcontracted by the Respondent to provide additional services.

6.7.1.7 Description of any other requirements not mentioned in Section 3 of this RFP that are required to ensure the safe, sanitary and legal

operation of the Golf Operations.

- 6.7.2 If the Department renews the Concession Agreement for one or more Renewal Terms in accordance with Section 3.1 above, then the Concessionaire shall submit to the Department a revised operational plan (“**Renewal Operating Plan**”) outlining Golf Operations for the upcoming Renewal Term. The Concessionaire shall submit its Renewal Operating Plan reasonably promptly following the Concessionaire’s receipt of the Department’ Renewal Notice, but not later than six months before the start of the upcoming Renewal Term. The Concessionaire’s Renewal Operating Plans are subject to the Department approval, which may be subject to conditions and changes the Department reasonably requires.

6.8 Confidential Information

- 6.8.1 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 Department will exercise reasonable care to honor confidentiality requests, subject to Applicable Laws, including the Pennsylvania Right to Know Act.
- 6.8.2 Each Respondent must identify the pages of its Proposal that contain confidential information by prominently marking those pages as explained below. Each Respondent is reminded that the mere designation of information as confidential does not necessarily make the information confidential under Applicable Laws. Each Respondent should include the following notice in the front of each copy of its 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.

6.9 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 Department may, in their 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 Department' selection of a Respondent for further negotiations leading to a Concession Agreement constitute acceptance by the Department 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 Concession Agreement

7.1 Covenants and Conditions Regarding Proposals

By submitting a Proposal in response to this RFP, the Respondent agrees to the following covenants and conditions relative to its Proposal and the City's consideration of the 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 Department assumes no contractual or other obligations toward Respondent as a result of the issuance of this RFP, the Respondent's preparation or submission of a Proposal, the Department' evaluation of Proposals, or the Department'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 to Submit Proposals set forth on the cover page of this RFP.
- 7.1.3 Upon Respondent submitting its Proposal the Proposal becomes the property of the Department and will not be returned to the Respondent.
- 7.1.4 Respondent must promptly permit the Department to inspect projects and facilities referred to in Respondent's statement of its Management Experience Qualifications and References.
- 7.1.5 Respondent must promptly provide additional information or more detailed information upon request by the Department, including information inadvertently omitted by a Respondent.
- 7.1.6 Respondent must promptly send representatives for interviews with Department officials when requested by the Department.
- 7.1.7 Respondent's Proposal remains open for acceptance by the Department and in full effect for at least 120 calendar days from the Deadline to Submit Proposals set forth on the cover page of this RFP.

- 7.1.8 Respondent shall not issue news releases (including, but not limited to, commercial advertising) pertaining to this RFP without prior written approval of the Department.
- 7.1.9 Respondent may withdraw or modify its Proposal at any time prior to the Deadline to Submit Proposals by sending the Department 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 Department reserves the following rights and options with respect to each Respondent's Proposal submission and the evaluation and selection process under this RFP. The Department may in its sole discretion exercise these rights and options at any time prior to execution of the Concession Agreement:

- 7.2.1 To reject any Proposal if, in the Department'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 Department'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 Department's sole judgment, it is in the Department's best interest to do so.
- 7.2.3 To supplement, amend, or otherwise modify any section of 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 Department's sole judgment is not material to the Proposal.
- 7.2.5 To request that one or more of the Respondents clarify, modify or supplement its Proposal, 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 Proposals.
- 7.2.10 To make modifications to the responsibilities of the Concessionaire as set forth in this RFP that in the Department's reasonable discretion are not material without informing other Respondents or permitting other Respondents to modify their respective Proposals, unless the Department, in its sole discretion, determines that permitting each other Respondent to modify its Proposal is in the Department's best interest.

7.3 Concession Agreement Effectiveness

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

- 7.3.1 The Respondent posts a \$100,000 cash Security Deposit;
- 7.3.2 The Respondent has caused a certificate of insurance to be delivered to the City's Risk Manager in accordance with RFP Section 4.5, and Appendix 2, which shows that the Respondent has obtained all the types and amounts of insurance the RFP requires;
- 7.3.3 The Concession Agreement has been signed by the Respondent and approved as to form by a City of Philadelphia Law Department attorney; and
- 7.3.4 The Concession Agreement has been executed by the Department and the City of Philadelphia Procurement Commissioner.

7.4 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 the rights reserved by the Department.

Section 8 – Evaluation of Proposals

8.1 Selection Committee

Those Proposals that the Department determines in its discretion are responsive to this RFP will be reviewed by a “**Selection Committee**” comprised of representatives from the Department, the City of Philadelphia Procurement Department, and possibly other 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 Demonstrated experience at operating golf facilities that are similar in size and nature to the Golf Facilities.

8.2.1.2 Financial capability to perform the Restoration and other work required by the RFP and as presented in the Proposal.

8.2.1.3 Each Respondent's proposed Operating Plan.

8.2.1.4 Each Respondent's proposed Concession Fee and proposed Capital Investment Commitment.

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

8.2.1.6 The Selection Committee may ask one or more Respondents to discuss its Proposal with the Selection Committee. Discussion may cover any matter covered by this RFP or that the Department deems relevant to the proposed Restoration and Golf Operations.

8.3 Award of Concession Agreement

8.3.1 The Department will award a Concession Agreement to the Respondent whose Proposal the Department and Selection Committee determine best meet the Department's goals in issuing this RFP and are in the best interest of the Department and City.

8.3.2 If the Respondent selected by the City is a partnership, joint venture, or a corporation or other entity controlled by another person or entity, the City may require each partner, joint venture member, or controlling person or entity to sign a guaranty and suretyship agreement committing to fulfill all the Concessionaire's duties under the Concession Agreement.

8.4 Amendments of Concession Agreement as Condition of Renewal

The Department reserves the right, in its sole discretion, but subject to the Concessionaire's agreement, to amend the Concession Agreement in light of then-prevailing circumstances as a condition to renewing the Concession Agreement.

Section 9 – 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.

[The remainder of this page left blank intentionally; signature page follows.]

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

Date: _____, 2014

Name of Respondent

Signature of Individual or Authorized Signer

Printed Name and Title of Signer

Additional Authorized Signer (if applicable)

Printed Name & Title of Additional Authorized Signer (if applicable)

Respondent's Federal Employer Identification Number

Phone Number

E-mail Address

Street Address

City, State, Zip Code

If Respondent is a CORPORATION or LIMITED LIABILITY COMPANY, the Respondent must sign and date the RFP here:

Date: _____, 2014

Corporate or Company Name

Authorized Signer

Printed Name and Title of Signer

Additional Authorized Signer (if applicable)

Printed Name & Title of Additional Authorized Signer (if applicable)

Respondent's Federal Employer Identification Number

Phone Number

E-mail Address

Street Address

City, State, Zip Code

Appendix 1
to
Request for Proposals For the Restoration, Improvement, Operation, Management,
and Maintenance of Cobbs Creek Golf Course, Karakung Golf Course, and the City
Line Sports Center, in Philadelphia, Pennsylvania

Billy Casper Golf, LLC's Consent to
City's Issuance of RFP



CITY OF PHILADELPHIA

DEPARTMENT OF PARKS AND RECREATION

One Parkway – 10th Floor
1515 Arch Street
Philadelphia, PA 19102-1587

MICHAEL DIBERARDINIS
Deputy Mayor

January 29, 2015

Mr. R. Joseph Goodrich, PGA
Executive Vice President
Billy Casper Golf, LLC
8300 Boone Boulevard, Suite 350
Vienna, VA 22182

Re: Concession Agreement dated as of January 1, 2008 (the “2008 Concession Agreement”), between the City of Philadelphia (“City”) and Billy Casper Golf, LLC (“Billy Casper Golf”)

Dear Mr. Goodrich:

I am writing to follow up conversations that you have had with Philadelphia officials about Cobbs Creek and Karakung Golf Courses and the City Line Sports Center (collectively, the “**Golf Facilities**”). As the concessionaire under the 2008 Concession Agreement, Billy Casper Golf currently has a license to operate, manage, and maintain the Golf Facilities (the “**2008 License**”). The term of the 2008 Concession Agreement expires December 31, 2018.

From time to time over the past year, City officials have discussed with you the possibility that the City would seek a new concessionaire for Cobbs Creek and Karakung who will make major capital improvements to the two courses and then operate them. The improvements could possibly entail closing the City Line Sports Center and incorporating its land into a reconfigured golf course. The City intends to issue a request for proposals (“**RFP**”) to select the new concessionaire.

In your conversations with City officials, you indicated that Billy Casper Golf supports the City’s desire for a new concession agreement to improve and operate the Golf Facilities. You also said that Billy Casper Golf wants the opportunity to possibly participate in operating the Golf Facilities under the new agreement.

Of course, Billy Casper Golf would be eligible to submit a proposal in response to the City’s RFP to win the new concession, either as the concessionaire itself or in a joint venture or other arrangement. Alternatively, Billy Casper Golf could negotiate to manage the Golf Facilities as a contractor to the new concessionaire or negotiate some other arrangement with the new concessionaire. The City understands that Billy Casper Golf would not surrender the 2008 License unless it is selected as the new concessionaire of the Golf Facilities or reaches a satisfactory agreement with the person or firm the City selects to become the new concessionaire (the “**Selected Firm**”).

Accordingly, on behalf of Billy Casper Golf, please confirm the following:

(1) Billy Casper Golf does not object to the City's issuance of an RFP for a person or firm to become the new concessionaire for the Golf Facilities who will make major capital improvements to the Golf Facilities and operate them.

(2) If Billy Casper Golf does not submit a proposal in response to the RFP, or if the City does not select Billy Casper Golf to execute the new concession agreement, Billy Casper Golf shall in good faith negotiate with the Selected Firm to reach a commercially reasonable agreement with the Selected Firm pursuant to which Billy Casper Golf will surrender the 2008 License.

(3) Billy Casper Golf shall take all steps reasonably necessary to enable the City to execute a new concession agreement for the Golf Facilities with the Selected Firm.

(4) Billy Casper Golf shall continue to operate the Golf Facilities pursuant to the 2008 Concession Agreement until Billy Casper Golf surrenders the 2008 License.

(5) If Billy Casper Golf executes a written agreement with the Selected Firm that takes into account the economics of operating Franklin D. Roosevelt Golf Club and John G. Byrne Golf Club, then Billy Casper Golf shall continue to operate those two courses pursuant to the 2008 Concession Agreement. Billy Casper Golf shall promptly provide to the City a copy of Billy Casper Golf's agreement with the Selected Firm.

The City will rely on Billy Casper Golf's agreement with the provisions of this letter when the City issues an RFP and enters into a new concession agreement for the Golf Facilities. The City may attach a copy of this letter to the RFP.

If the City does not select Billy Casper Golf as the Selected Firm and if Billy Casper Golf does not reach a written agreement with the Selected Firm in accordance with Paragraph 5 above, the City will not execute a new concession agreement with the Selected Firm and Billy Casper Golf shall continue to operate and manage the Golf Facilities and Franklin D. Roosevelt Golf Club and John G. Byrne Golf Club pursuant to the 2008 Concession Agreement.

Please sign below where indicated for Billy Casper Golf's signature on this letter and the three copies of it. Kindly return three counter-signed copies of this letter to me at your earliest convenience. You may retain one copy for your files.

Thank you for your assistance. City officials look forward to this important project for the Golf Facilities and for the golfing public in Philadelphia.

Very truly yours,



Michael DiBerardinis
Deputy Mayor
Commissioner, Parks and Recreation

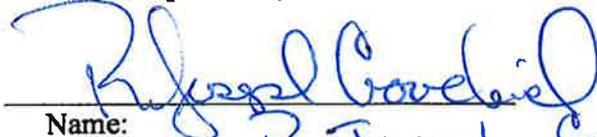
cc: Hugh Ortman, Commissioner, Procurement Department

Billy Casper Golf, LLC, supports the City's issuance of an RFP for a new concessionaire to improve and operate the Golf Facilities as described in this letter. Billy Casper Golf, LLC, intending to be legally bound, agrees to be bound by all the provisions in this letter. Billy Casper Golf, LLC, understands that the City will rely on Billy Casper Golf, LLC's agreement with this letter when the City issues an RFP and enters into a new concession agreement for the Golf Facilities. The City may attach a copy of this letter to the RFP.

Billy Casper Golf, LLC

By: _____

Name:
Title:



R. Joseph Goodrich
Executive Vice President

Appendix 2
to
**Request for Proposals For the Restoration, Improvement, Operation, Management,
and Maintenance of Cobbs Creek Golf Course, Karakung Golf Course, and the City
Line Sports Center, in Philadelphia, Pennsylvania**

**Number of Rounds Played and Reported Gross Receipts at Cobbs
Creek and Karakung Golf Courses: 2010—2013, and 2014 Forecast**

Cobbs/Karakung

	2010	2011	2012	2013	2014 Forecast
Total Rds of Golf	42,944	39,553	40,815	37,164	41,058
Member Rounds	5,632	5,553	6,505	6,604	8,475
Outing Rounds	2,264	2,464	2,476	2,384	2,524
Public Rounds	35,048	31,536	31,834	28,176	30,059

REVENUES

Greens Fees	\$606,063	\$663,643	\$ 629,063	\$ 608,783	\$ 694,660
Cart Fees	\$268,913	\$184,988	\$ 217,593	\$ 222,126	\$ 187,299
Driving Range	\$12,959	\$20,618	\$ 18,799	\$ 18,899	\$ 12,612
Golf Cards/Passes	\$39,945	\$25,090	\$ 35,603	\$ 28,940	\$ 22,198
Pro Shop Sales	\$68,818	\$67,921	\$ 63,875	\$ 78,699	\$ 73,640
Food (Food & Soft Drinks)	\$71,606	\$51,171	\$ 40,054	\$ 45,442	\$ 48,744
Beverages (Alcohol)	\$32,583	\$40,388	\$ 33,242	\$ 46,603	\$ 50,350
Other Food & Beverage Revenue	\$ -	\$ -	\$ -	\$ -	\$ 106
Other Golf Revenues	\$4,365	\$4,975	\$ 240	\$ 1,252	\$ 4,367
Clinic / School Revenue	\$1,034	\$2,702	\$ 135	\$ 2,207	\$ 650
Dues Income - Monthly Dues	\$70,659	\$71,669	\$ 74,939	\$ 86,096	\$ 98,295
Amenities Income	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Income	(\$298)	(\$43)	\$ 590	\$ 916	\$ 900
TOTAL REVENUE	\$1,176,648	\$1,133,121	\$ 1,114,132	\$ 1,139,961	\$ 1,193,822

City Line

	2010	2011	2012	2013	2014 Forecast
Total Range Buckets	28851	28003	26434	21540	20038

REVENUES

Greens Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Cart Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Driving Range	\$ 266,877	\$ 259,036	\$ 244,517	\$ 206,295	\$ 180,348
Golf Cards/Passes	\$ -	\$ -	\$ -	\$ -	\$ 1,363
Pro Shop Sales	\$ 2,656	\$ 5,726	\$ 1,913	\$ 2,969	\$ 2,110
Food (Food & Soft Drinks)	\$ 14,574	\$ 11,479	\$ 9,577	\$ 7,941	\$ 4,484
Beverages (Alcohol)	\$ -	\$ -	\$ -	\$ -	\$ -
Other Food & Beverage Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
Other Golf Revenues	\$ -	\$ -	\$ -	\$ -	\$ -
Clinic / School Revenue	\$ 9,335	\$ 8,404	\$ 265	\$ -	\$ -
Dues Income - Monthly Dues	\$ -	\$ -	\$ -	\$ -	\$ -
Amenities Income	\$ 30,046	\$ -	\$ -	\$ -	\$ -
Miscellaneous Income	\$ 895	\$ 22,167	\$ 10,962	\$ 4,905	\$ (612)
TOTAL REVENUE	\$ 324,383	\$ 306,812	\$ 267,233	\$ 222,112	\$ 187,690

Appendix 3
to
**Request for Proposals For the Restoration, Improvement, Operation, Management,
and Maintenance of Cobbs Creek Golf Course, Karakung Golf Course, and the City
Line Sports Center, in Philadelphia, Pennsylvania**

Indemnification; Release; Insurance

A-3.1. Definitions. In this Appendix 2, the following words have the meanings assigned to them immediately below:

“**Claim**” and “**Claims**” include all claims, liabilities, actions, causes of action, suits, litigation, proceedings, demands, controversies, judgments, losses, damages, penalties, fines, fees, costs, interest and expenses, liens, and claims of lien (including reasonable fees, costs and expenses of the Indemnified Parties’ attorneys, investigators and experts),

- A. whether direct or indirect, known or unknown, foreseen or unforeseen,
- B. whether arising under the Concession Agreement, under statute or other law, or under tort, contract, or other common law, and
- C. whether arising in connection with loss of life, bodily and personal injury, or damage to property (real or personal, regardless of ownership).

“**Environmental Law**” means all Applicable Laws governing the manufacture, storage, transport, handling, use, disposal, and remediation of Hazardous Substances.

“**Hazardous Substances**” includes all

- A. any hazardous or toxic substances, materials or wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302);
- B. Hazardous Chemicals as defined in the OSHA Hazard Communication Standard;
- C. Hazardous Substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et. seq.;
- D. Hazardous Substances as defined in the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq;

- E. all substances now or hereafter designated as “hazardous substances,” “hazardous materials,” “hazardous wastes,” or “toxic substances” under any other federal, state or local laws or in any regulations adopted and publications promulgated pursuant to any of those laws, and amendments to all those laws and the regulations to them;
- F. substances, materials, and wastes which are or become regulated under any applicable local, state or federal Environmental Law;
- G. asbestos, flammable materials, volatile hydrocarbons, industrial solvents, explosives, chemicals, radioactive material, petroleum, petroleum products, natural gas, and/or synthetic gas; and
- H. substances which by their nature, or in commonly available concentrations, or in commonly available volumes or masses, are generally considered hazardous to human or animal health or to property.

“**Indemnified Parties**” means the City and its officials, officers, and employees, agents acting at the City’s direction, and its successors and assigns in title to the Golf Facilities.

“**Releasors**” means Concessionaire and its officers, employees, successors, assigns, and any person claiming by, through, or under Concessionaire or any of them.

A-3.2. Indemnification; Gross Negligence; Defense.

A-3.2.1. Concessionaire shall promptly indemnify and defend the Indemnified Parties from and against all Claims, arising directly or indirectly, from Concessionaire’s or any Subcontractor’s operations under or pursuant to the Concession Agreement, whether or not in or on the Golf Facilities, or which may be imposed upon or incurred by or asserted against the Indemnified Parties, arising from or related to, in whole or in part,

1. any act or omission of the Concessionaire or any Subcontractor, or any of their respective officers, directors, employees, successors, assigns, agents, guests, invitees, licensees, or anyone for whom Concessionaire or any Subcontractor is legally responsible; or
2. the condition of the Golf Facilities or any part(s) of the Golf Facilities caused or permitted by Concessionaire or any Subcontractor, or by any of their respective officers, directors, employees, successors, assigns, agents, guests, invitees, licensees, or anyone for whom Concessionaire or any Subcontractor is legally responsible.

3. environmental matters, including

A. any fine, penalty, or order imposed or issued by any governmental authority under any Environmental Law,

B. all costs that the Indemnified Parties, or any of them, incur,

C. any loss in value of the Golf Facilities and Improvements, that, in the case of A, B, and C above, arises from or is related to, in whole or in part, directly or indirectly, on or after the Start Date,

X. the presence in, on, under, or about the Golf Facilities of any Hazardous Substance,

Y. any discharge or release in or from the Golf Facilities of any Hazardous Substance, or

Z. Concessionaire's failure to comply with Applicable Laws or any Environmental Law;

4. any accident, injury, or damage to any person or property occurring in, on, or about the Golf Facilities or any part of the Golf Facilities on or after the Start Date, including injuries to persons or property outside the Golf Facilities caused by golf balls hit from within the Golf Facilities; and

5. any failure on the part of Concessionaire to keep, observe and perform any of the provisions contained in the Concession Agreement on Concessionaire's part to be kept, observed, or performed.

A-3.2.2. Negligence and Gross Negligence; Pre-Existing Environmental Conditions.

1. Under Section A-3.2.1, Concessionaire is obligated to indemnify and defend the Indemnified Parties regardless of whether the Claim is caused in whole or in part by the negligence of the Indemnified Parties or any of them.

2. Concessionaire's obligation under Section A-3.2.1 does not apply, however, to liability arising from and caused primarily by the Indemnified Parties' gross negligence or willful misconduct; but it applies to each of the Indemnified Parties if the liability does not arise primarily from that party's gross negligence or willful misconduct.

3. Concessionaire is not liable to the Indemnified Parties for any pre-existing environmental contamination on the Golf Facilities by any material identified as a Hazardous Substance, but Concessionaire is liable for all

aggravation, exacerbation, or spreading that it causes of any pre-existing condition of Hazardous Substances.

4. Concessionaire's indemnification obligations under Section A-3.2.1 include, whether foreseeable or unforeseeable, all reasonable costs incurred in connection with any site investigation, and any and all costs for repair, cleanup, detoxification, decontamination, disposal, transportation, or other remedial action, of or relating to the Golf Facilities.

A-3.2.3. Defense of Claims. If a Claim is brought against the Indemnified Parties, or any of them, for which Concessionaire is obligated to indemnify and defend the Indemnified Parties, then promptly following its receipt of written notice from any of the Indemnified Parties, the Concessionaire shall promptly resist or defend the Claim at Concessionaire's sole cost and expense (including without limitation, counsel fees, experts' fees, and court costs) by counsel approved in writing by the Indemnified Parties.

1. Concessionaire is not obligated to obtain any of the Indemnified Parties' written approval of counsel in any instance where the claim is resisted or defended by counsel of an insurance carrier obligated to resist or defend the Claim. Nevertheless, each of the Indemnified Parties may, if it desires, engage at its expense its own counsel to participate in the defense of any Claim.

2. Concessionaire shall pay, perform and discharge each judgment, order, decree entered against the Indemnified Parties, or against any of them, on account of the Claim. Concessionaire shall pay, perform and discharge any settlement made by Concessionaire on behalf of the Indemnified Parties, or any of them, on account of the Claim.

A-3.2.4. Obligations Survive. This Section A-3.2 survives the Concession Agreement Ending Date.

A-3.3. Release.

A-3.3.1. In consideration for the rights granted to Concessionaire under the Concession Agreement, Concessionaire, for itself and all the other Releasers, remises, quitclaims, releases and forever discharges the Indemnified Parties, from any and all, and all manner of, actions and causes of action, suits, claims and demands whatsoever in law or in equity which Concessionaire or any of the Releasers may have against the Indemnified Parties or any of them relating in any way whatsoever, directly or indirectly to

1. the Golf Facilities and all conditions existing in, on, or about the Golf Facilities on the Start Date or in the future, and

2. Concessionaire's use, occupancy, operation, maintenance, and repair of the Golf Facilities or any part of the Golf Facilities.

A-3.3.2. Concessionaire voluntarily and knowingly assumes all risk of loss, damage and injury, including death, which may be sustained by Concessionaire or any of the Releasers, patrons of the Golf Facilities, and the public in general, in connection with the Golf Facilities or Concessionaire's use, occupancy, operation, and maintenance of the Golf Facilities.

A-3.3.3. Despite the other provisions of this Section, Concessionaire does not release the Indemnified Parties for any detrimental change in the condition of the Golf Facilities caused primarily and directly by the Indemnified Parties gross negligence or willful misconduct on the Golf Facilities after the Start Date.

A-3.4. Insurance.

A-3.4.1. Concessionaire shall procure and maintain, at its sole cost and expense, and shall require all of its Contractors performing work pursuant to or in connection with the Concession Agreement, to procure and maintain, insurance covering the scope of its obligations and the Golf Facilities, in the types and minimum limits of coverage specified below throughout the Term. To satisfy these insurance requirements, Concessionaire and its Contractors must procure the required insurance from reputable insurers who are acceptable to the City and authorized to do business in the Commonwealth of Pennsylvania. Also, Concessionaire and its Consultants shall cause all the required insurance, except Workers' Compensation and Employers Liability and Professional Liability, to be written on an "occurrence" basis and not a "claims-made" basis.

(A) WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

- (i) Workers Compensation – Statutory Limits;
- (ii) Employers Liability:
\$100,000 Each Accident - Bodily Injury by Accident;
\$100,000 Each Employee - Bodily Injury by Disease;
\$500,000 Policy limit - Bodily Injury by Disease;
- (iii) Other states' insurance including Pennsylvania
- (iv) The Policy shall be specifically endorsed with Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law, naming the City.

(B) GENERAL LIABILITY INSURANCE

- (i) Limit of Liability: \$1,000,000 per occurrence for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate for products and completed operations. The City may require higher

limits of liability if, in the City's sole discretion, the potential risk so warrants.

- (ii) Coverage: Including but not limited to premises, operations, personal injury liability (employee exclusion deleted); employees as additional insureds, cross liability, broad form property damage (including completed operations and loss of use) liability, explosion, collapse and underground damage (XCU), products and completed operations; independent contractors, and blanket contractual liability (including liability for Employee Injury assumed under a Contract) provided by the Standard ISO Policy Form CG 00 01. Policy may NOT include the restrictive Endorsement CG 24 26 (Amendment of Insured Contract Definition) or any other provision excluding coverage for the City's sole negligence which has been assumed by contract.
- (C) COMMERCIAL AUTOMOBILE LIABILITY INSURANCE
- (i) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability;
 - (ii) Coverage: Owned, hired and non-owned vehicles (Any Auto).
- (D) PROFESSIONAL LIABILITY INSURANCE (FOR ARCHITECTS, ENGINEERS AND ENVIRONMENTAL CONSULTANTS, IF APPLICABLE)
- (i) Limit of Liability: \$2,000,000 per occurrence.
 - (ii) Coverage: Error and omissions including liability assumed under Contract.
 - (iii) Professional Liability insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the work required under the Concession Agreement must be maintained in full force and effect under the policy or "tail" coverage for a period of at least three years after completion of the work.
- (E) UMBRELLA LIABILITY INSURANCE
Limits of Liability: \$10,000,000 per occurrence when combined with insurance required under (a), (b) and (c) above.
- (F) LIQUOR LIABILITY INSURANCE
Limit of Liability: \$2,000,000 per occurrence combined single limit for

liability arising out of the manufacturing, distribution, sale, serving or facilitating of alcoholic beverages.

- (G) “ALL RISK” PROPERTY INSURANCE: including coverage for all building structures, improvements, betterments, plate glass, equipment, trade fixtures, merchandise, business personal property, landscaping, including but not limited to, bushes, shrubs, trees, greens, fairways, tees, golf cart paths, golf course amenities meaning flags, ball washers, benches, tee markers, tee monuments, signs, exterior light fixtures, poles, bells and any other property in Concessionaire’s care, custody and control in an amount equal to the full replacement cost value of the Golf Facilities with no penalty for coinsurance, and with an endorsement naming the City as loss payee.
- (H) BUILDER’S RISK: During the period of any construction on the Golf Facilities, Concessionaire shall maintain “all risk” builder’s risk insurance in an amount equal to the anticipated completion value of the project under construction. The coverage must remain in full force and effect during the construction and must insure against physical loss or damage to all property incorporated or to be incorporated in the Project and cover the interests of all Developer Parties performing work on the Project. Coverage must include jobsite temporary buildings used for storage of property to be incorporated into the Project and must cover reasonable compensation for Developer Parties’ services and expenses required as a result of an insured loss. The policy must be written on a Replacement Cost Basis (with no co-insurance clause) and must include Offsite Storage Locations Coverage (coverage for property to be incorporated into the Project). The Developer Parties are responsible for any damage to their owned, leased or rented tools and equipment.
- (I) SUBCONTRACTOR’S POLLUTION LEGAL LIABILITY (only for Contractors performing test borings, if any)
 - (i) Limit of Liability: \$2,000,000 each incident/\$4,000,000 aggregate for bodily injury (including death) and property damage.
 - (ii) Coverage must include sudden, accidental and gradual occurrences; release of contaminants; and hostile fire pollution. Coverage may be written on a claims-made basis provided that coverage for occurrences happening during the Term or during any Investigations must be maintained in full force and effect under the policy or “tail” coverage for a period of at least two years beginning from the time the Project is completed.
- (J) OTHER COVERAGES: Insurance against other hazards, risks or perils, and in such amounts as reasonably may be requested by the City and at the

time are customarily insured against with respect to improvements similar in character, size, general location, use and occupancy of the Golf Facilities.

A-3.4.2. The Concessionaire shall name the Indemnified Parties as additional insureds on all the required policies except the Workers Compensation and Employers' Liability, Professional Liability, and Contractors Pollution Legal Liability policies. The Concessionaire shall cause its Contractors to name the Indemnified Parties as additional insureds on all the required policies except the Workers Compensation and Employers' Liability, Professional Liability, and Contractors Pollution Legal Liability policies. All the required policies must include an endorsement stating that the coverage afforded the Indemnified Parties as additional insureds is primary to any other coverage available to them.

A-3.4.3. Concessionaire shall cause certificates of insurance evidencing the required coverage to be submitted to the City's Risk Management Division, One Parkway, 1515 Arch Street, 14th Floor, Philadelphia, PA 19102, within ten days after the execution date of the Concession Agreement. Concessionaire shall furnish certified copies of the original policies of all insurance required under the Concession Agreement at any time within ten days following the City's written request.

A-3.4.4. The insurance requirements set forth in this Section A-3.4 do not modify, limit or reduce the indemnifications made in the Concession Agreement by Concessionaire to the Indemnified Parties or to limit Concessionaire's liability under the Concession Agreement to the limits of the insurance policy(ies) Concessionaire is required to maintain under the Concession Agreement.

A-3.4.5. Self-Insured Retentions/Deductibles: None of the policies of insurance required by the Concession Agreement may contain self-insured retentions, deductibles or any other retention in excess of Fifty Thousand Dollars (\$50,000), unless agreed to in writing by the City.

A-3.4.6. Concessionaire shall cause all insurance policies to provide for at least 30 days prior written notice to be given to the City's Risk Management Division (at the address set forth in A-3.4.2) in the event the coverage is materially changed, canceled or not renewed. At least ten business days prior to the expiration of each policy, Concessionaire shall deliver to the City a certificate of insurance evidencing the replacement policy(ies) to become effective immediately upon the expiration or termination of the previous policy(ies).

A-3.4.7. If the Concessionaire fails to obtain and maintain the Required Insurance, or fails to cause any of its Contractors to obtain and maintain the Required Insurance, the City is not limited in the proof of any damages which the City may claim against Concessionaire or any other person or entity to the amount of the insurance premium or premiums not paid or incurred and which would have been payable upon such insurance. Rather, the City may recover as damages for the breach the uninsured

amount of any loss, damages and expenses of suit and costs, including without limitation reasonable cancellation fees, suffered or incurred during any period when Concessionaire or its Subcontractor failed or neglected to provide the insurance as required herein.

A-3.4.8. Subject to RFP Section 3.6.5 regarding Future Alterations, Concessionaire shall apply all insurance money paid on account of damage to or destruction of the Golf Facilities (less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss) to either (A) the payment of cost of the restoration, repairs, replacement, rebuilding or alterations, of the Golf Facilities, including the cost of temporary repairs to the Golf Facilities pending the completion or permanent restoration, repairs, replacements, rebuilding or alteration of the Golf Facilities, or (B) restoration of the Golf Facilities to its condition prior to Concessionaire's entry onto the Golf Facilities.

A-3.4.9. Waiver of Recovery/Subrogation: The Concessionaire waives all rights of recovery, and shall cause its Insurers to waive their rights of subrogation, against all required additional insureds and any of their officers, employees and agents for loss or damage covered by any of the insurance maintained by the Concessionaire (and its Contractors) pursuant to the Concession Agreement. The Workers Compensation Policy must be specifically include a Waiver of Right to Recover from Others Endorsement (WC 00 0313).

Appendix 4
to
Request for Proposals For the Restoration, Improvement, Operation, Management,
and Maintenance of Cobbs Creek Golf Course, Karakung Golf Course, and the City
Line Sports Center, in Philadelphia, Pennsylvania

Economic Opportunity Plan

City of Philadelphia Economic Opportunity Plan For Request For Proposals C-109-14

I. Introduction and Definitions

Chapter 17-1600 of The Philadelphia Code requires the development and implementation of “Economic Opportunity Plan(s)” for certain classes of contracts and covered projects as defined in Section 17-1601 of this Chapter. This Request For Proposals C-109-14 (“RFP”) and any resulting contract (the “Concession Agreement”) are subject to the Economic Opportunity Plan requirements as described in Section 17-1603(1). The Economic Opportunity Plan (“Plan”) memorializes the successful Respondent’s (“Concessionaire”) “Best and Good Faith Efforts” to provide meaningful and representative opportunities for Minority Business Enterprises (“MBEs”), Woman Business Enterprises (“WBEs”) and Disabled Business Enterprises (“DSBEs”), (collectively, “M/W/DSBEs”), and an appropriately diverse building trades workforce in connection with the restoration, improvement, operation, management, and maintenance of the golf facilities described in the RFP (collectively the “Project”).

Accordingly, this Plan shall be made a part of and incorporated into the Concession Agreement, and Concessionaire shall cause its contractors and subcontractors (collectively “contractors”) to implement and ensure that the M/W/DSBE participation ranges and workforce goals established herein are met to the maximum extent feasible by Concessionaire’s contractors.

In development and submission of this Plan, Respondent hereby verifies that all information submitted to the Office of Economic Opportunity (“OEO”), is true and correct and acknowledges that the submission of false information is subject to the penalties of 18 PA C. S. Section 4904, relating to unsworn falsification to authorities and 18 PA C. S. Section 4107.2 (a)(4), relating to fraud in connection with minority business enterprises or women's business enterprises.

For the purposes of this Plan, MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by OEO. Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency¹ will be eligible to receive credit as a Best and Good Faith Effort. In order to be counted, certified firms must successfully complete and submit to the OEO an application to be included in the OEO Registry which is a list of registered M/W/DSBEs maintained by the OEO and available online at www.Phila.MWDSBE.com.

For this Plan, the term "Best and Good Faith Efforts," the sufficiency of which shall be in the sole determination of the City, means: efforts, the scope, intensity and appropriateness of which are designed and performed to foster meaningful and representative opportunities for participation by M/W/DSBEs and an appropriately diverse workforce and to achieve the objectives herein stated. Best and Good Faith Efforts are rebuttably presumed met by the Respondent when commitments are made within the M/W/DSBE participation ranges

¹ A list of "OEO approved certifying agencies" can be found at www.Phila.MWDSBE.com

established for the improvements and a commitment is made to employ a diverse workforce as enumerated herein.

II. Participation Ranges and Goals.

A. M/W/DSBE Participation Ranges.

As a benchmark for the expression of "Best and Good Faith Efforts" to provide meaningful and representative opportunities for M/W/DSBEs in the Project, the following participation ranges have been established for the following three phases of the Project: Design/Engineering, Construction and Operations. These participation ranges represent, in the absence of discrimination in the solicitation and selection of M/W/DSBEs, the percentage of MBE, WBE and DSBE participation that is reasonably attainable through Concessionaire and its contractors' exercise of Best and Good Faith Efforts. The participation ranges for Design/Engineering and Construction relate to the estimated dollar cost of the "Restoration" as that term is defined in the RFP. The participation ranges for Operations relate to "Gross Revenues" as defined in the RFP. 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 and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The ranges are based upon an analysis of factors such as the size and scope of the improvements and the availability of MBEs, WBEs, DSBEs and DBEs to participate in this Project.

The following participation ranges have been established for three phases of the Project. Respondent will document its response to these participation ranges on the M/W/DSBE Participation and Workforce Commitments Form:

Design and Engineering:

MBE: 5% to 10%
AND/OR
WBE: 5% to 10%

(2) Construction:

MBE: 15% to 20%
AND
WBE: 10% to 15%

(3) Operations:

MBE: 5% to 10%
AND/OR
WBE: 5% to 10%

B. Construction Workforce Goals.

The Concessionaire agrees to exhaust Best and Good Faith Efforts to employ minority persons and females in its workforce of apprentices and journeymen at the following levels²:

Minority Apprentices - 50% of all hours worked by all apprentices.

Minority Journeymen - 32% of all journey hours worked across all trades.

Female Apprentices - 7% of all hours worked by all apprentices.

Female Journeypersons – 2% of all hours worked across all trades.

III. Equity Ownership

Respondent makes the following statement with regard to “Equity Ownership” in the Project as this term is defined in Section 17-1603 (1)(g):

Type of Ownership	% Minority Owned	% Women-Owned	% Disabled Persons
Sole Proprietorship			
Partnership			
Corporation			

The Concessionaire is responsible for meeting the continuing reporting requirements as more fully described in Section 17-1603(1)(g).

IV. Diversity Practices

Respondent makes the following statement summarizing past practices by identifying and describing examples of processes used to develop diversity at any/all levels of its organization including, but not limited to, Board and managerial positions. This statement shall also summarize strategic business plans specific to current or past practices of M/W/DSBE utilization on government and non-government projects and procurement:

1. Describe employment and recruitment policies used to achieve diversity in your workforce.

² These goals, which have been adopted by the Economic Opportunity Cabinet, are the recommendations of the Mayor's Commission on Construction Industry Diversity.

2. Provide the race, gender, and residential (local) status of Respondent's organization:

Directors	
Management	
General Workforce	

3. Identify Respondent's methods of solicitation and utilization of Minority, Woman and Disabled Businesses (M/W/DSBEs). Please be specific in describing outreach and any procurement policies that are focused on creating or sustaining business relationships with M/W/DSBEs.

4. What percentage of Respondent's total spend with vendors and suppliers is attributable to M/W/DSBEs? Please include a list of the largest M/W/DSBEs used by Respondent in the last 12 months.

Identify the type of goods or services purchased.	
Amount of the contract.	
Indicate if any of these M/W/DSBEs are listed in the City of Philadelphia's Office of Economic Opportunity Registry.	
Are these companies certified as M/W/DSBEs? Do you rely on any particular certifying agency?	
If there is no previous M/W/DSBE utilization, provide the reason for the lack of M/W/DSBE participation in past contract(s) or project(s).	

5. Describe any initiatives made by Respondent to increase investment and promote equity ownership by minorities and women.

V. Responsiveness

A. Respondent shall identify M/W/DSBE commitments and evidence its agreement to employ minority persons and females at the levels stated herein on the form entitled “M/W/DSBE Participation and Workforce Commitments.” The identified commitments on this form constitute a representation that the M/W/DSBE is capable of providing commercially useful goods or services relevant to the commitments and that Respondent has entered into legally binding agreements with the listed M/W/DSBEs for the work or supply effort described and the dollar/percentage amounts set forth on the form. In calculating the percentage of M/W/DSBE participation, the standard mathematical rules apply in rounding off numbers. In the event of inconsistency between the dollar and percentage amounts listed on the form, the percentage will govern.

B. M/W/DSBE commitments are to be memorialized in a written subcontract agreement. Letters of intent, quotations, contracts, subcontracts and any other documents evidencing commitments with M/W/DSBEs, including the M/W/DSBE Participation and Workforce Commitments form, become part of and an exhibit to any Concession Agreement resulting from the RFP and are to be maintained throughout the term of the Concession Agreement. Any change in commitment, including but not limited to termination of the subcontract, reduction in the scope of committed work, substitutions for the listed firms, changes or reductions in the listed dollar/percentage amounts, must be pre-approved in writing by OEO.

C. OEO will review the Respondent’s commitments for the purpose of determining whether Best and Good Faith Efforts have been made. OEO reserves the right to request further documentation and/or clarifying information at any time during its evaluation of the Respondent’s efforts.

VI. Compliance and Monitoring of Best and Good Faith Efforts.

A. Concessionaire agrees to cooperate with OEO in its compliance monitoring efforts, and to submit, upon the request of OEO, documentation relative to Concessionaire’s implementation of the Plan, including the items described below:

- Copies of signed contracts and purchase orders with M/W/DSBE subcontractors
- Evidence of payments (cancelled checks, invoices, etc.) to subcontractors and suppliers to verify participation; and
- Telephone logs and correspondence relating to M/W/DSBE commitments.
- Breakout of hours worked by minority and female apprentices and journeypersons which may be in the form of certified payroll records.

B. Prompt Payment of M/W/DSBEs.

Concessionaire agrees and shall cause its contractors to ensure that M/W/DSBEs participating in the Project receive prompt payment for their work or supply effort within five (5) business days after receipt of a proper invoice following satisfactory performance. Concessionaire agrees to employ the OEO electronic payment verification system.

C. Oversight Committee.

For this Project, in the sole discretion of the City, an oversight committee may be established consisting of representatives from Concessionaire, representatives of the building trades, the construction manager, the City which may include the Project site(s)' district councilperson(s), OEO, and appropriate community organizations ("Committee"). The Committee will meet regularly to provide advice for the purpose of facilitating compliance with the Plan.

D. Reporting.

Concessionaire agrees to file an annual report with the City of Philadelphia and City Council concerning the performance of the Economic Opportunity Plan through the duration of the Project. In addition, during construction, Concessionaire will provide "snapshot" reports containing updates for certain categories of information contained in its annual report on a monthly basis during construction. Snapshot reporting will include: (i) utilization of M/W/DSBEs, and (ii) the hiring and employment of minorities and females. All reports (quarterly & annually) provided to the City under this section will also be provided to the Office of Economic Opportunity.

VII. Remedies and Penalties for Non-Compliance.

A. Concessionaire agrees that its compliance with the requirements of this Plan is material to the Concession Agreement. Failure to comply with the Plan may constitute a substantial breach of the Concession Agreement and is subject to the remedies contained therein and the penalties stated in Section 17-1606. Notwithstanding the foregoing, no privity of contract exists between the City and any M/W/DSBE identified in any contract resulting from implementation of the Plan. Neither the Concessionaire nor the City intends to give or confer upon any such M/W/DSBE any legal rights or remedies in connection with subcontracted services under any law or policy or by any reason of any contract resulting from implementation of the Plan except such rights or remedies that the M/W/DSBE may seek as a private cause of action under any legally binding contract to which it may be a party

_____,
NAME OF CONCESSIONAIRE³ Date

TITLE: _____

COMPANY: _____

ADDRESS: _____

PHONE EMAIL ADDRESS:

_____,
Angela Dowd-Burton⁴ Date

Executive Director
City of Philadelphia
Office of Economic Opportunity

³ The Concessionaire is required to sign and date, but the City reserves the right to obtain the Concessionaire's signature thereon at any time prior to Plan certification. The Concessionaire will receive from the City a certified copy of its Plan which should be filed with the Chief Clerk of City Council within fifteen (15) days of the issuance and published by OEO, in a downloadable format, on the OEO website.

⁴ Pursuant to Section 17-1603 (2) of The Philadelphia Code, the representative of the City of Philadelphia's Office of Economic Opportunity, the "certifying agency", certifies that the contents of this Plan are in compliance with Chapter 17-1600.

FORM A

**Proposed Concession Fee and
Proposed Capital Investment Commitment**

[See RFP Section 3.5 and RFP Section 3.6.1]

Proposed Concession Fee* during Operating Term:		Year 24 _____
Year 1 _____	Year 13 _____	Year 25 _____
Year 2 _____	Year 14 _____	[If Department Renews Operating Term 2 nd Time]
Year 3 _____	Year 15 _____	Year 26 _____
Year 4 _____	[If Department Renews Operating Term]	Year 27 _____
Year 5 _____	Year 16 _____	Year 28 _____
Year 6 _____	Year 17 _____	Year 29 _____
Year 7 _____	Year 18 _____	Year 30 _____
Year 8 _____	Year 19 _____	Year 31 _____
Year 9 _____	Year 20 _____	Year 32 _____
Year 10 _____	Year 21 _____	Year 33 _____
Year 11 _____	Year 22 _____	Year 34 _____
Year 12 _____	Year 23 _____	Year 35 _____

Proposed Capital Investment Commitment #: _____

* If Respondent proposes to not pay any Concession Fee for some or all of the Operating Term, Respondent must provide a narrative explanation for its decision, together with the relevant supporting financial analysis and calculations. See RFP Section 6.2.5.6.

The Respondent's proposed Capital Investment Commitment must be at least \$13 million.

FORM B

Disclosure of Women Board Members and Executive Staff

[See RFP Section 6.4.12]

DISCLOSURE OF WOMEN AS BOARD MEMBERS AND EXECUTIVE STAFF

Instructions: As required by Section 17-104 of The Philadelphia Code entitled “Prerequisites to the Execution of City Contracts,” Section 17-104(3) requires bidder to complete and submit this form with its bid. If bidder believes that these requirements do not apply (e.g., bidder is a single-member Limited Liability Company), please check the first field below and attach an explanation. This form should be submitted with bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

Bidder’s Name: _____ **Bid Number:** _____

Please check here if the requirements do not apply to bidder and attach explanation:

Disclosure of Women as Board Members and Executive Staff

Pursuant to Section 17-104(3) (a) (i) of The Philadelphia Code, please provide the following information:

- 1. Current percentage of female executive officers in bidder’s company:
- 2. Current percentage of women on the executive board of the bidder’s company:
- 3. Current percentage of women on the full board of the bidder’s company:

Aspirational Goals for Women as Board Members and Executive Staff

Pursuant to Section 17-104(3) (a) (ii) of The Philadelphia Code, please provide the following information:

- 1. Percentage goal for female executive officers in bidder’s company:
- 2. Percentage goal for women on the executive board of the bidder’s company:
- 3. Percentage goal of women on the full board of the bidder’s company:

Identify Below Any Efforts to Achieve the Aforementioned Goals:

Authorized Signature

Date

Print Name and Title

FORM C

Solicitation for Participation and Commitment Form

[See RFP Section 6.5.2]

ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM
Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises¹

DEPARTMENT OF COMMERCE OFFICE OF ECONOMIC OPPORTUNITY (OEO)									
Bid Number or Proposal Title: 2nd Street Plaza Design Services			Name of Bidder/Proposer:				Bid/RFP Opening Date:		
List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.									
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment		
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO			
Address									
Contact Person			Quote Received		Amount Committed To				
Telephone Number Fax Number			YES²	NO	Dollar Amount				
Email Address					\$				
OEO REGISTRY #	CERTIFYING AGENCY				Percent of Total Bid/RFP				
					%				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment		
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO			
Address									
Contact Person			Quote Received		Amount Committed To				
Telephone Number Fax Number			YES²	NO	Dollar Amount				
Email Address					\$				
OEO REGISTRY #	CERTIFYING AGENCY				Percent of Total Bid/RFP				
					%				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment		
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO			
Address									
Contact Person			Quote Received		Amount Committed To				
Telephone Number Fax Number			YES²	NO	Dollar Amount				
Email Address					\$				
OEO REGISTRY #	CERTIFYING AGENCY				Percent of Total Bid/RFP				
					%				

1. If Bidder/Proposer makes solicitation(s) and commitment(s) with a DBE, Bidder/Proposer shall indicate which class type, M-DBE or W-DBE, is submitted for credit.
2. Attach all quotations to this form.