

**CONCESSION AGREEMENT**  
[Burholme Park Golf Driving Range]

This CONCESSION AGREEMENT (the “**Concession Agreement**”) is made MARCH 26, 2012, between the CITY OF PHILADELPHIA (the “**City**”), acting through its DEPARTMENT OF PARKS AND RECREATION (the “**Department**”) and its PROCUREMENT DEPARTMENT, and BURHOLME GOLF & FAMILY ENTERTAINMENT CENTER, LLC, a Pennsylvania limited liability company (the “**Concessionaire**”).

**BACKGROUND**

- A. The City owns Burholme Park (the “**Park**”).
- B. The Park includes the Center, which is more particularly described in RFP Section 2.1.3 and RFP Appendix 1.
- C. The Department has jurisdiction over the Center.
- D. On December 20, 2011, the Procurement Department issued Request for Proposals #C-102-12R for the Management and Operation of the Burholme Park Golf Center. On January 30, 2012, the Procurement Department issued Addendum # 1 to the RFP, which amended the RFP. The RFP and Addendum # 1 are set forth in **Exhibit A** to this Concession Agreement.
- E. Concessionaire submitted a Proposal in accordance with the RFP. Concessionaire’s Proposal is set forth in **Exhibit B** to this Concession Agreement. Concessionaire also submitted a supplement to its Proposal, which is set forth in **Exhibit C**.
- F. The Department selected the Concessionaire as the highest responsible bidder for the Concession under the RFP.
- G. This Concession Agreement is entered into pursuant to the RFP and provides for the City giving a License to the Concessionaire to manage and operate the Center.

ACCORDINGLY, intending to be legally bound, the City and Concessionaire agree as follows:

**ARTICLE 1**  
**DEFINITIONS; EXHIBITS; INCORPORATION OF DOCUMENTS**

1.01. Definitions. Unless defined in this Concession Agreement, capitalized words and phrases used in this Concession Agreement have the meanings assigned to them in the RFP. In this Concession Agreement, each word and phrase defined in the

Preamble and recitals has its assigned meaning. The words and phrases defined below have the meanings assigned to them below.

**“City”** has the meaning assigned to it in the Preamble and includes the Department and all the City’s other departments, boards, commissions, officials, officers, employees, and agents.

**“Commencement Date”** has the meaning assigned to it in Section 3.02.1.

**“Concession Agreement Ending Date”** has the meaning assigned to it in Section 3.03.1.

**“Concession Documents”** means the Concession Agreement, the RFP, Concessionaire’s Proposal, and all the exhibits, attachments, schedules, appendices, and addendums to those documents, and amendments to any of them made in accordance with RFP Section 4.10.2.

**“Concession Fee”** has the meaning assigned to it in RFP Section 3.29.1.

**“Concessionaire”** has the meaning assigned to it in the Preamble above and includes Concessionaire’s officers, employees, and agents.

**“Contractor”** and **“Contractors”** include each and every business that the Concessionaire hires to provide service, supplies, or materials in connection with Concessionaire’s obligations under the Concession Documents.

**“First Deputy”** means the First Deputy Commissioner, Parks and Facilities, an official in the City of Philadelphia Department of Parks and Recreation.

**“Fairmount Park System”** means all the parks and facilities formerly under the jurisdiction of the Fairmount Park Commission that, as of July 1, 2009, are under the legal jurisdiction of the Department.

**“Initial Term”** has the meaning assigned to it in Section 3.03.1.

**“Non-Sports Revenue”** has the meaning assigned to it in Section 4.01.3.

**“Percentage Fee”** has the meaning assigned to it in Section 4.01.4.

**“Proposal”** has the meaning assigned to it in the RFP. Except where this Concession Agreement refers separately to the Proposal Supplement, each reference in this Concession Agreement to the “Proposal” means the Proposal as amended by the Proposal Supplement.

**“Renewal Notice”** has the meaning assigned to it in Section 3.03.1.



“**Renewal Term**” has the meaning assigned to it in Section 3.03.1.

“**RFP**” means the RFP, as amended by Addendum # 1 to it, and as amended by this Concession Agreement.

“**Sports Revenue**” has the meaning assigned to it in Section 4.01.2.

“**Term**” has the meaning assigned to it in Section 3.03.1.

**1.02. Exhibits.** This Concession Agreement includes the following Exhibits:

- Exhibit A: RFP and Addendum #1
- Exhibit B: Concessionaire’s Proposal
- Exhibit C: Concessionaire’s Proposal Supplement
- Exhibit D: Slavery Era Disclosure Affidavit

**1.03. Incorporation of Other Documents.** Subject to Section 10.01 below, the RFP, the Proposal, and the Proposal Supplement are incorporated into and part of this Concession Agreement.

## **ARTICLE 2**

### **LICENSE**

**2.01. License.** Starting on the Commencement Date, subject to the provisions of this Concession Agreement and the other Concession Documents, the City gives Concessionaire a License to manage and operate the Center. The License is exclusive and non-assignable. The License is effective only during the Term.

**2.02. Conditions of Exercise of License.** Without limiting the effectiveness of RFP Section 4.8, Concessionaire’s exercise of the License is subject to the “AS IS” condition of the Center, including all defects latent and patent. The City makes no representation or warranty, express or implied, in fact or in law, regarding the nature, condition or usability of the Center or its compliance with Applicable Laws.

**2.03. Ownership and Interests in the Center.** The Center is owned by the City. The Concession Documents do not grant or convey any title, leasehold, or other interest in the Center to the Concessionaire. This Concession Agreement and the other Concession Documents give Concessionaire a mere license to manage and operate the Center, subject to the provisions of this Concession Agreement and the other Concession Documents.

**2.04. No City Financial Commitment.** Despite the other provisions of this Concession Agreement and the other Concession Documents, **this Concession Agreement and the other Concession Documents do not obligate the City to appropriate or spend money at any time or for any reason.**

**ARTICLE 3**  
**EFFECTIVENESS OF RFP; COMMENCEMENT DATE; TERM**

**3.01. RFP Effectiveness; Award of Concession Agreement.** Subject to Section 10.01 below, the Concessionaire is bound by the terms and conditions of the RFP in all respects, and the Concessionaire shall comply with all the obligations, prohibitions, limitations, and conditions imposed on the Concessionaire's exercise of the License under the RFP.

**3.02. Commencement Date.** In accordance with RFP Section 3.1 and RFP Section 7.3, the Commencement Date of the Term is MARCH 26, 2012.

**3.03. Concession Agreement Term.** RFP Section 3.1 is deleted in its entirety. The following provisions govern the Initial Term, Renewal Terms, Term, and procedures for renewal of the License and this Concession Agreement:

1. Term of the Concession Agreement

The "**Initial Term**" of the Concession Agreement starts on the Commencement Date and expires at 5:00 p.m. the day before the first anniversary of the Commencement Date. The City, in its sole discretion, may renew the Concession Agreement for up to three one-year periods (each one-year period a "**Renewal Term**"). To renew the Concession Agreement, the City must provide written notice to the Concessionaire of the City's desire to renew the agreement ("**Renewal Notice**") at least 60 days before expiration of the Initial Term or then-current Renewal Term, as the case may be. In the Concession Agreement and the RFP, "**Term**" means the Initial Term and all Renewal Terms, if any. In the Concession Agreement and the RFP, the date the Concession Agreement expires, is terminated, or otherwise ends, is called the "**Concession Agreement Ending Date.**"

2. Multi-Year Term. Despite Section 3.03.1 above, if City Council passes an ordinance that becomes law and that authorizes this Concession Agreement to have an Initial Term of 10 years and up to two Renewal Term of five years, then

A. the Initial Term automatically converts to a 10-year period that expires at 5:00 pm the day before the tenth anniversary of the Commencement Date,

B. the City may renew the Term for up to two five-year Renewal Terms in accordance with the renewal procedures set forth in Section 3.03.1 above, and

C. the other provisions of Section 3.03.1 above remain unchanged.

**ARTICLE 4**  
**CONCESSION FEE; CONCESSIONAIRE'S PROPOSAL AND COVENANTS**

**4.01. Concession Fee: Basis of Concessionaire's Payment.**

1. RFP Section 6.8.1.C is deleted in its entirety.
2. In this Concession Agreement and the RFP, "**Sports Revenue**" includes all gross revenue, however characterized, that Concessionaire receives in connection with its operation of the driving range, miniature golf course, batting cages, and any other athletic facilities at the Center. "Sports Revenue" excludes Non-Sports Revenue.
3. In this Concession Agreement and the RFP, "**Non Sports Revenue**" includes all gross revenue, however characterized, the Concessionaire receives from food (including prepackaged snacks and candy), beverages (including alcoholic beverages), space rental fees or charges for private events, party favors, sound equipment rentals, and merchandise, at the Center. "Non Sports Revenue" excludes Sports Revenues.
4. In this Concession Agreement and the RFP, "**Percentage Fee**" means 10% of Sports Revenue *plus* 5% of Non-Sports Revenue.
5. The RFP is amended to substitute "Percentage Fee" wherever the RFP refers to "Gross Revenue Percentage Fee."

**4.02. Concession Fee: Concessionaire's Payment Obligation.** Concessionaire shall pay the Concession Fee in accordance with the timing requirements set forth in RFP Section 3.29, based on the MAG, Sports Fee, and Non-Sports Fee described in the Proposal Supplement, page 2, part 3.

**4.03. Capital Improvements.** Concessionaire shall perform the improvements to the Center set forth in Concessionaire's Initial Capital Investment Plan in the Proposal. Despite any provision of the RFP to the contrary, within one year following the Commencement Date, Concessionaire shall complete all those improvements in its Initial Capital Investment Plan identified in the Proposal as "immediate" or which the Proposal otherwise indicates Concessionaire will complete by the end of the first calendar quarter of 2013, including but not limited to the following:

1. Restoring and improving the miniature golf course.
2. Main building renovation – family-oriented sports bar (and restaurant) and snack bar/mini-golf party area.
3. Batting cage repair.
4. Golf range improvements.
5. Parking lot repairs.

**4.04. Future Capital Improvements; Additional Investment.** Concessionaire shall make those capital improvements identified in the Proposal as to occur after the first calendar quarter of 2013, including but not limited to replacing greens on the miniature golf course and replacing the roof of the building at the Center. As its Additional Investment under the RFP, Concessionaire shall purchase and install those items identified in the Proposal as “personal expendable items” not later than the times indicated in the Proposal.

**4.05. Operating Plan.** Concessionaire shall strictly comply with the Operating Plan in the Proposal.

**4.06. Promotional Activities.** Concessionaire shall in good faith and diligently undertake Promotional Activities in accordance with the RFP and the Proposal.

**4.07. Confidential Information; No Objections.** In Section 5.6.1 of its Proposal (page 5), Concessionaire identified the financial information included in Exhibit E to the Proposal (page 73) as confidential. Concessionaire did not identify any other pages or information in its Proposal as containing “Confidential Proprietary Information.” Concessionaire did not submit any objections to the RFP with its Proposal.

## **ARTICLE 5**

### **CONCESSIONAIRE TO REPAIR DAMAGE; CITY EQUIPMENT**

**5.01. Concessionaire’s Repair.** The Concessionaire shall promptly repair all damage to the Center caused by the Concessionaire or its Contractors, patrons, customers, invitees, or clients and their guests, or otherwise arising from Concessionaire’s exercise of its License. Concessionaire’s obligation to repair the Center is subject to the provisions of the RFP.

**5.02. Use of City Equipment.** If the Concessionaire uses any equipment, furniture, or supplies provided by the City, then the Concessionaire shall maintain that equipment, furniture, and supplies, and shall promptly repair or replace all the City’s equipment, furniture, and supplies that are damaged or destroyed by Concessionaire or its Contractors, patrons, customers, invitees, or clients and their guests, or otherwise arising from Concessionaire’s exercise of the License. The Concessionaire shall not use any of the City equipment, furniture, or supplies unless expressly permitted in advance and in writing by the Commissioner. The City does not make any representation or warranty about the condition or usability of any City equipment, furniture, or supplies.

*[Remainder of page intentionally left blank. Article 6 starts next page.]*

**ARTICLE 6**  
**OVERSIGHT OF CONCESSION; CONTACT PERSONNEL**

**6.01. Concessionaire Contact Person.** Concessionaire shall make its employee listed below readily available daily to City's officials by telephone and e-mail to discuss with City officials matters that may arise under the Concession Documents:

Ken Sim, Manager  
Telephone number: 267-575-8989  
E-Mail: kensim10@gmail.com

**6.02. Commissioner's Designee.** The Commissioner has designated the Project Manager identified in RFP Section 1.6.1 as the City official with chief, direct responsibility to oversee Concessionaire's management and operation of the Center under the Concession Documents. Concessionaire shall communicate with the Project Manager using the contact information set forth in RFP Section 1.6.1.

**ARTICLE 7**  
**CONCESSIONAIRE'S REPRESENTATIONS AND WARRANTIES**

**7.01. Representations and Warranties.** Concessionaire represents and warrants the following:

1. The information provided by Concessionaire in its Proposal and its presentation to the City on March 1, 2012, is true and correct in all respects.
2. Concessionaire's execution of this Concession Agreement, and Concessionaire's compliance with all the provisions of the Concession Documents, does not violate Concessionaire's organizational documents or any other contract to which Concessionaire is a party.
3. The person signing this Concession Agreement on behalf of Concessionaire is duly authorized to do so in accordance with Concessionaire's organizational documents, by laws, or agreement, as the case may be.
4. Concessionaire is not subject to any agreement, claim, or litigation that restricts or impairs Concessionaire's ability to execute this Concession Agreement or to fully perform all its obligations under the Concession Documents.
5. Concessionaire is a Pennsylvania limited liability company, duly organized and validly existing under the laws of the Commonwealth of Pennsylvania.

*[Remainder of page intentionally left blank. Article 8 starts next page.]*

**ARTICLE 8**  
**STANDARD CITY PROVISIONS**

**8.01. No Discrimination.** In its exercise of the License, Concessionaire shall not discriminate against any person on the basis of race, color, national origin, ancestry, religion, age, sex, sexual orientation, or gender identity.

**8.02. Exclusionary Private Organizations.**

1. Concessionaire's payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes a substantial breach of this Concession Agreement entitling the City to all rights and remedies provided in the Concession Documents or otherwise available in law or equity.

2. The Concessionaire shall include a provision similar to Section 8.02.1 in each of its Subcontracts with appropriate adjustment for the names of the parties.

**8.03. Slavery Era Disclosure.** Contemporaneously with execution of this Concession Agreement, Concessionaire has completed the affidavit set forth in **Exhibit D** disclosing whether Concessionaire, or any predecessor company of Concessionaire, invested in or received profits from slavery or slaveholder insurance policies during the slavery era of the United States before 1865. The slavery-era disclosure affidavit is part of this Concession Agreement.

**ARTICLE 9**  
**SURVIVAL OF OBLIGATIONS AFTER CONCESSION AGREEMENT ENDING DATE**

**9.01. Concessionaire's Books and Records.** Under the Concession Agreement, with respect to the Concessionaire's operations during the Term, the Concessionaire is obligated to maintain Books and Records and make them available for the City to inspect and audit (RFP Section 4.5.1). Accordingly Concessionaire's obligation to maintain Books and Records and to make them available to the City to inspect and audit survives for three years following the Concession Agreement Ending Date.

**9.02. Concessionaire's Other Obligations.** Unless expressly provided otherwise in the RFP or this Concession Agreement, and without limiting the effectiveness of Section 9.01 above, all of Concessionaire's obligations under the Concession Documents

which the City would reasonably expect Concessionaire to perform or complete after the Concession Agreement Ending Date survive the Concession Agreement Ending Date.

## **ARTICLE 10**

### **GENERAL PROVISIONS**

**10.01. Concession Documents: Order of Precedence.** If there is a conflict between any of the Concession Documents, the order of precedence between the Concession Documents is listed as follows, from highest to lowest:

1. Concession Agreement.
2. RFP.
3. Proposal Supplement.
4. Proposal.

**10.02. Interpretation.**

1. Except as expressly provided otherwise in this Concession Agreement, all references in this Concession Agreement to articles, sections, subsections, and exhibits are references to the articles, sections, subsections, and exhibits of this Concession Agreement.

2. Whenever the words “include,” “includes,” or “including” are used in this Concession Agreement, they mean “including but not limited to”; except if this Concession Agreement expressly provides otherwise.

3. The article and section headings in this Concession Agreement are for convenience only and do not govern the meaning of the substantive provisions of this Concession Agreement.

4. The rule of interpreting a contract against the drafter of a contract does not apply to interpretation of this Concession Agreement or any of the other Concession Documents.

**10.03. Notice.**

1. To be effective, all notices, consents and other communications which are required or which may be given under this Concession Agreement must be given in writing, delivered to the person at address specified below, and sent by (1) pre-paid certified mail with return receipt requested, or (2) overnight or courier service with delivery receipt obtained.

If to the City:                      Commissioner  
   City of Philadelphia Department of Parks and Recreation  
   One Parkway Building – 10<sup>th</sup> Floor

1515 Arch Street  
Philadelphia, PA 19102

and: Commissioner  
City of Philadelphia Procurement Department  
Municipal Services Building – 1<sup>st</sup> Floor  
1401 JFK Boulevard  
Philadelphia, PA 19102

with a copy to: Divisional Deputy City Solicitor  
Real Estate and Economic Development  
One Parkway Building – 17<sup>th</sup> Floor  
1515 Arch Street  
Philadelphia, PA 19102

If to Concessionaire: Ken Sim, Manager  
Burholme Golf & Family Entertainment Center, LLC  
1001 West Cheltenham Avenue  
Suite 202  
Elkins Park, PA 19027

with a copy to: Barry Yaches, Esquire, Member  
Burholme Golf & Family Entertainment Center, LLC  
1001 West Cheltenham Avenue  
Suite 202  
Elkins Park, PA 19027

2. Notice given in accordance with the requirements set forth in Section 10.03.1 above is deemed delivered upon receipt or upon refusal to accept receipt.

3. The City or Concessionaire may change the person or address to which notice is to be given under this Concession Agreement by providing notice to the other party in accordance with Section 10.03.1 above.

**10.04. No Assignment.** Without limiting the effectiveness of RFP Section 4.16, Concessionaire shall not assign its rights or delegate its performance under the Concession Documents. For purposes of the Concession Documents, an assignment or delegation includes a change of control of Concessionaire by agreement or by operation of law. Any assignment or delegation in violation of this Section 10.04 is void. This Section 10.04 does not limit Concessionaire's right to enter into Subcontracts in accordance with RFP Section 3.27 (Subcontracting).

**10.05. Binding Effect; No Third Party Beneficiaries.**

1. Without limiting the effectiveness of Section 10.04 above, this Concession Agreement and the other Concession Documents are binding upon,



and inure to the benefit of, the City and Concessionaire and their respective successors, assigns, and heirs, as the case may be.


2. There are no third party beneficiaries of this Concession Agreement.

**10.06. No Amendments.** Without limiting the effectiveness of RFP Section 4.10.2, the Concession Documents may be amended only by a written agreement signed by the City of Philadelphia Commissioner of Parks and Recreation (or the First Deputy Commissioner, Parks and Facilities) and the City of Philadelphia Procurement Commissioner and by a duly authorized officer of Concessionaire.

**AS EVIDENCE OF THEIR AGREEMENT TO ALL THE PROVISIONS SET FORTH ABOVE,** the City and Concessionaire have caused this Concession Agreement to be executed and delivered by their duly authorized officials and officers on the date stated in the Preamble.

Approved as to form:  
Shelley R. Smith, City Solicitor

**CITY OF PHILADELPHIA:**  
**Department of Parks and Recreation**

Per:   
Lawrence K. Copeland  
Senior Attorney  
City of Philadelphia Law Department

By:   
Mark A. Focht  
First Deputy Commissioner  
Parks and Facilities

**Procurement Department**

By:   
Hugh Ortman  
Commissioner

**CONCESSIONAIRE:**  
**Burholme Golf & Family Entertainment**  
**Center, LLC**

By:   
Ken Sim, Manager



# **EXHIBIT A**

**to Concession Agreement  
between  
the City of Philadelphia  
and  
Burholme Golf & Family Entertainment Center, LLC**

**RFP (including Addendum #1)**



## **REQUEST FOR PROPOSALS #C-102-12R**

### **For the Management and Operation of the Burholme Park Golf Center**

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Issued By:

The City of Philadelphia

Department of Parks and Recreation  
Michael DiBerardinis, Commissioner

&

Procurement Department  
Hugh Ortman, Commissioner

### **Mandatory Pre-Proposal Meeting & Tour of Burholme Park Golf Center:**

January 6, 2012, 10:00 a.m.  
Ryerss Mansion and Library  
Burholme Park  
7370 Central Avenue  
Philadelphia, PA 19111

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**SEALED PROPOSALS WILL BE RECEIVED UNTIL FEBRUARY 7, 2012  
AT 10:30 A.M. LOCAL TIME (THE "DEADLINE FOR SUBMITTING PROPOSALS")  
AT  
MUNICIPAL SERVICES BUILDING, 1401 JOHN F. KENNEDY BOULEVARD, ROOM 170A,  
PHILADELPHIA, PA 19102  
AND WILL BE OPENED IMMEDIATELY AFTER THE DEADLINE FOR SUBMITTING  
PROPOSALS**

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Questions regarding this Request for Proposals must be submitted in writing before  
January 13, 2012 at 5:00 p.m. local time ("Deadline for Questions")  
and directed to

Marc Wilken, Park Concessions Manager  
Philadelphia Parks & Recreation,  
One Parkway Building – 10<sup>th</sup> Floor, 1515 Arch Street, Philadelphia, PA 19102  
or by e-mail at [Marc.Wilken@phila.gov](mailto:Marc.Wilken@phila.gov) or by fax to 215-683-0205

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## **SECTION 1 – GENERAL INFORMATION**

### **1.1 Purpose of this Request for Proposals**

The City of Philadelphia (the “City”) is pleased to issue this Request for Proposals (“RFP”) for a firm or individual to manage and operate the Burholme Park Golf Center (the “Center”) located in Burholme Park in Greater Northeast Philadelphia.

### **1.2 Respondents to this RFP; the Concession Agreement and Concessionaire**

Each firm or individual that submits a proposal in response to this RFP (a “**Proposal**”) will be considered a “**Respondent**.” The City intends to enter into negotiations for a written contract (the “**Concession Agreement**”) with the Respondent who meets the City’s objectives and selection criteria set forth in this RFP. Upon execution of the Concession Agreement by the City and the successful Respondent, the successful Respondent will become the “**Concessionaire**” under the Concession Agreement. The Concession Agreement will give the Concessionaire an exclusive right (the “**License**” or “**Concession**”) to operate and manage the Center on City-owned land and to exercise the rights and perform the duties described in this RFP and the Concession Agreement.

### **1.3 Proposed Concession Summary**

The Concessionaire will have complete responsibility for management and operation of the Center, which includes the driving range, miniature golf course, batting cages and clubhouse. The responsibilities of the Concessionaire will include, but are not limited to, those set forth in this RFP in Section 3 and Section 4 and those set forth in the Concession Agreement. In consideration of the License granted to the Concessionaire under the Concession Agreement, the Concessionaire shall pay the City a concession fee as explained below in Section 3.29 and Section 6.8 of this RFP. As more fully explained below, each Respondent’s Proposal must describe, at a minimum, the management and operating practices, personnel requirements, and reporting procedures that it would employ in managing and operating the Center. The Respondent’s Proposal must also include the Respondent’s plan to invest capital in the Center, market and advertise the Center, and enhance the Center’s revenue opportunities.

### **1.4 Respondent Qualifications**

As more fully detailed below, each Respondent must demonstrate substantial experience in the recreation industry or comparable industries and the financial capacity to operate and manage the Center at the highest level of efficiency, customer satisfaction, and safety.



## **1.5 Mandatory Pre-Proposal Meeting and Tour of the Burholme Park Golf Center**

- 1.5.1 A “**Mandatory Pre-Proposal Meeting and Tour**” will be held on the date and time, and at the location, stated on the cover page of this RFP. The purpose of the Mandatory Pre-Proposal Meeting and Tour is to review the requirements contained in this RFP and receive questions that potential Respondents may have. Potential Respondents are encouraged to RSVP to the Project Manager (identified in Section 1.6 below) regarding their attendance at the Pre-Proposal Meeting.
- 1.5.2 As part of the Mandatory Pre-Proposal Meeting and Tour, City staff will conduct a tour of the Burholme Park Golf Center.
- 1.5.3 The City believes that attendance at the Pre-Proposal Meeting and Tour is essential for successful participation in this RFP process and expects every Respondent to attend. The City reserves the right, in its sole discretion, to reject any Proposal submitted by a Respondent that does not attend the Pre-Proposal Meeting and Tour, but may, in its sole discretion, consider such a Proposal if the Respondent properly submitted an RSVP and the City determines that the Respondent’s failure to attend was caused by circumstances reasonably beyond the Respondent’s control.

## **1.6 Project Manager; Questions about this RFP**

- 1.6.1 The “**Project Manager**” for this RFP is Marc Wilken, Park Concessions Manager, Department of Parks and Recreation. The Project Manager can be reached by the following means:
  - Email: [marc.wilken@phila.gov](mailto:marc.wilken@phila.gov)
  - Fax: 215-683-0232
  - Mail: One Parkway Building – 10<sup>th</sup> Floor  
1515 Arch Street  
Philadelphia, PA 19102
- 1.6.2 Questions concerning this RFP, including any questions concerning the Concession Agreement, may be asked at the Pre-Proposal Meeting. Otherwise, questions must be submitted to the Project Manager in writing, by e-mail, fax or letter, no later than the Deadline for Questions stated on the cover page of this RFP. Questions submitted by telephone will not be answered by the City. The City is not obligated to answer or respond to any questions received after the Deadline for Questions.
- 1.6.3 The City will answer all questions asked at the Pre-Proposal Meeting or timely submitted to the City in writing, which the City in its sole discretion determines concern material elements of the proposal process or Concession Agreement. The City will provide its answers in writing by an

addendum to this RFP prior to the Deadline for Submitting Proposals, and the City will post its answers on the following websites: <http://www.phila.gov/bids> and <http://www.phila.gov/rfp/>. The City is not bound by any oral response made by any City employee to any questions.

- 1.6.4 The addenda issued by the City are the City's only official method for communicating information to all potential Respondents. Respondents should check <http://www.phila.gov/bids> and <http://www.phila.gov/rfp/> before submitting a Proposal to verify that they have reviewed all the addenda relating to this RFP. Each Respondent must acknowledge in its Proposal that it has reviewed all addenda to this RFP.

#### **1.7 Review Entire RFP Carefully; RFP Will Be Part of Concession Agreement**

All Respondents are encouraged to carefully read this entire RFP and its attachments before the Pre-Proposal Meeting and before submitting a Proposal. This RFP will become part of the Concession Agreement.

#### **1.8 No Obligation on City to Execute a Concession Agreement**

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

#### **1.9 Modifications; Late Proposals**

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

E-mail: [hugh.ortman@phila.gov](mailto:hugh.ortman@phila.gov)  
Fax: 215-686-4728  
Letter at:

City of Philadelphia  
Procurement Department  
120 Municipal Services Building  
Philadelphia, PA 19102

To withdraw a Proposal, a Respondent must also provide a copy of its withdrawal

notice to the Project Manager by email, fax or letter at the address provided in Section 1.6.1.

#### **1.10 Public Disclosure**

This RFP, each Proposal, the Concession Agreement, and the written documents and communication related to them, may be subject to public disclosure under law, except as provided in Section 6.13 of this RFP.

#### **1.11 Information and Data in this RFP Not Warranted**

The City has provided information and data in this RFP to help potential Respondents understand the proposed Center, understand the purpose of this RFP and the Concession Agreement, and to help each Respondent prepare a Proposal. The City believes the information and data in this RFP are reliable, but the City does not represent or warrant that the information or data is accurate. Potential Respondents are encouraged to conduct their own investigations into any matter of concern to them about the Center, this RFP, the Concession Agreement, or their Proposal.

#### **1.12 Provisions of RFP Become Part of Concession Agreement**

The contractual provisions set forth in Section 3 and Section 4 and related Appendices of this RFP will not be negotiated or modified, unless modified in writing by the City, in its sole discretion, before the Deadline for Submitting Proposals. If a Respondent is selected as the Concessionaire, the provisions of Section 3 and Section 4 of this RFP and their corresponding Appendices will bind the Respondent as the Concessionaire. Therefore, potential Respondents are strongly encouraged to pay careful attention to the provisions of Section 3 Section 4 of this RFP and their corresponding Appendices because they will become obligations of the Concessionaire under the Concession Agreement.

## **SECTION 2 – DESCRIPTION OF THE BURHOLME PARK GOLF CENTER**

### **2.1 Background**

#### **2.1.1 Location**

Burholme Park (the “**Park**”) is located in a beautiful, historic section of Greater Northeast Philadelphia and is bordered to the west by Cheltenham Township, Montgomery County. Access to the Park and the Center is at

Cottman Avenue (Route 73), a major thoroughfare that connects to several highways, including Route 232, Route 1, and I-95. The entryway and parking lot of the Center are located on a heavily traveled commercial corridor, Cottman Avenue.

### 2.1.2 History

The Park includes the Robert W. Ryerss Museum and Library. The Park was given to the City by the last descendant of the Ryerss family, a prominent Philadelphia family. The Ryerss Museum collection gives visitors insight into a family that traveled the globe and brought back fascinating objects (particularly from Asia) in order to enlighten Philadelphia citizens about far away cultures. In addition to the museum and library, the Park provides a variety of sports fields, picnic spaces and playgrounds for visitors and sports organizations to enjoy. The Park is situated next to Jeanes Hospital and Fox Chase Cancer Center, which employ approximately 4,400 individuals. One of the more noteworthy features of Burholme Park is its beautiful wooded areas, holding the Park true to its name, which means “house in a woodland setting.”

### 2.1.3 Location, Existing Conditions, Site Plans, and Equipment List

#### 2.1.3.1 Existing Conditions

The Burholme Park Golf Center (the “**Center**”) is located at 401 West Cottman Avenue, Philadelphia, PA 19111. The Center is located on the southwest border of the Park and consists of a 6,000 sq. ft. building constructed in 1996 on a ten-acre landscaped campus. The Center features a driving range with 63 stalls, including both a lower and upper deck. Thirteen of the stalls are heated and covered. The Center also includes an 18-hole miniature golf course with water features, a fully equipped pro shop, six baseball and softball batting cages, a full-service snack bar, a picnic area, and a one-acre parking lot with approximately 115 parking spaces. Please see **Appendix 1** for a map of the Center.

##### 2.1.3.1.1 Driving Range Infrastructure

*General Condition.* There have been no significant capital investments made to the Center in the past ten years other than the recent installation of a 300 foot long, 50 foot high driving range net.

*Irrigation.* The driving range has an irrigation system that was installed in 1996. The well pump for the irrigation system is currently not operating. The current

concessionaire believes that the electrical system for the irrigation system has been damaged due to water infiltration in the electric junction boxes. The City does not have estimates to replace or repair the system.

*Lighting.* There are six light standards for the driving range with up to six lamps on each standard. All of the standards have some functioning lamps, but each standard needs some lamps to be replaced.

*Stalls.* The current concessionaire informed the City that it does not operate the upstairs driving range stalls for security and safety reasons. The City is not aware of any structural problems with the upstairs driving range deck. Please note that in previous years there were nets hanging from the back of the upstairs stalls to prevent people from climbing onto the roof of the clubhouse building.

#### 2.1.3.1.2 Miniature Golf Course

*Pump System.* The pump and motor for the re-circulating water system are not operating and need to be replaced. The City does not have an estimate of the cost to replace the pump and motor.

#### 2.1.3.1.3 Batting Cages

*Pitching Machines.* There are nine pitching machines in the batting cage. Three pitching machines were replaced in 2003. Only two pitching machines work currently. The other seven pitching machines failed at various times over the past two years. Please see **Appendix 2** for an estimate of the cost to replace all nine pitching machines and other related pieces of equipment.

#### 2.1.3.1.4 Clubhouse

*Roof.* The roof of the clubhouse was installed in 1996. The roof is made of asphalt shingles. The shingles appear to be in good condition as they are not curled or cracked; but the roof does leak in spots, such as at the cupola and at some ridge lines. The leaks may be due to a flashing problem, but City officials do not know that for certain. The roof has received minor repairs since 1996, but the City believes that no major work has been done on it since 1996.



*HVAC System.* The clubhouse HVAC system was installed in 1996. The system consists of four units located in the attic space of the facility. The system is powered by electric, forced air. Currently, three of the four units function properly. One unit does not heat or cool, although the blower still works. That unit needs to be repaired or replaced. The City does not have an estimate of the cost to replace the unit.

#### 2.1.3.1.5 Utility Costs of the Center

Electric and gas for the past three years:

2008 – \$23,713

2009 – \$17,844

2010 – \$22,785

Water and sewer for the past three years:

2008 – \$3,976

2009 – \$4,623

2010 – \$6,268

#### 2.1.3.2 Site Plans

Please see **Appendix 3** for the 1996 Center building plans. For additional information about the Burholme Park Golf Center clubhouse, each Respondent may, if it wishes, contact the firm that designed and constructed the clubhouse. The firm's contact information is:

Charles Ang  
Innovative Construction Systems, Inc.  
215-427-8700  
[cclang@comcast.net](mailto:cclang@comcast.net)

#### 2.1.3.3 Equipment List

Please see **Appendix 4** for a list of equipment owned by the current concessionaire and or the concessionaire's suppliers. The list provided in **Appendix 4** was prepared by the current concessionaire. In addition to the equipment described in the **Appendix 4**, the current concessionaire informed the City that there are picnic tables and chairs, scaffolding, and some shop equipment, such as a grinder, also available for sale. The current concessionaire may be a Respondent to this RFP, but the current concessionaire would consider selling the equipment listed in

**Appendix 4** to a new Concessionaire. Therefore, a potential Respondent may want to review **Appendix 4** to determine what equipment might be readily obtainable to operate the Center and what additional equipment the new Concessionaire will need to purchase. For additional information about the equipment listed in **Appendix 4** and any additional equipment at the Center, a Respondent may contact Eddie Lee, current manager of the Burholme Park Golf Center concessionaire at 215-742-2380 or 267-307-9600.

#### 2.1.4 Demographics

Approximately 850,000 people live within a five mile radius of the Center. The Center is bordered by communities with median household incomes of up to \$84,125. **Appendix 5** is a detailed breakdown of the median household incomes surrounding the Center.

#### 2.1.5 Philadelphia Area Driving Ranges

There are five driving ranges and golf or sports centers within a 10-mile radius of the Center. The only golf driving range within a five-mile radius of the Center is Fishers Glen, which has half the practice tees available at the Center. **Appendix 6** contains a map of competing driving ranges and golf or sports centers within a 10-mile radius of the Center.

### 2.2 Financial History

The following chart lists the total gross receipts by service, and fees paid to the City, by the current concessionaire for operating years 2001—2002 through 2010—July 2011.

| Operating Year*            | Gross Receipts: Driving Range | Gross Receipts: Miniature Golf | Gross Receipts: Batting Cage | Gross Receipts: Snack Bar | Gross Receipts: Pro Shop | Total Gross Receipts | Fees Paid To The City |
|----------------------------|-------------------------------|--------------------------------|------------------------------|---------------------------|--------------------------|----------------------|-----------------------|
| 2001-2002                  | \$464,544                     | \$220,118                      | \$99,737                     | \$74,010                  | \$54,054                 | \$912,463            | \$135,000             |
| 2002-2003                  | \$386,833                     | \$176,096                      | \$76,531                     | \$84,733                  | \$70,532                 | \$794,725            | \$141,200             |
| 2003-2004                  | \$350,827                     | \$182,407                      | \$95,783                     | \$69,423                  | \$41,387                 | \$739,827            | \$147,436             |
| 2004-2005                  | \$285,385                     | \$152,165                      | \$87,208                     | \$59,640                  | \$54,511                 | \$638,909            | \$153,709             |
| 2005-2006                  | \$301,553                     | \$145,367                      | \$97,614                     | \$58,441                  | \$42,943                 | \$645,918            | \$160,020             |
| 2006-2007                  | \$275,902                     | \$146,755                      | \$101,310                    | \$53,612                  | \$42,152                 | \$619,731            | \$166,370             |
| 2007-2008                  | \$219,969                     | \$136,633                      | \$83,509                     | \$39,172                  | \$36,908                 | \$516,191            | \$172,767             |
| 2008-2009                  | \$213,425                     | \$113,414                      | \$82,351                     | \$30,996                  | \$15,687                 | \$455,873            | \$179,194             |
| 2009-2010                  | \$205,175                     | \$93,902                       | \$67,182                     | \$25,404                  | \$12,866                 | \$404,529            | \$190,670             |
| 2010-2011 (Partial Year)** | \$196,418                     | \$84,977                       | \$68,846                     | \$19,613                  | \$10,042                 | \$379,896            | \$197,190             |

\* Each operating year is from September 15 to September 14 of the following calendar year.

\*\* The partial year for 2010-2011 reflects activities from September 15, 2010 through July 31, 2011.

The current concessionaire has told the City that it believes its revenues from 2006 to 2009 were negatively affected by the proposed partial use of Burholme Park as part of The Fox Chase Cancer Center's expansion. Since then, Fox Chase Cancer Center has made other plans for expansion. The City has no plans to use Burholme Park land for any purpose other than the activities currently available to park users.

## **2.3 Current Operating Hours and Rates**

The current concessionaire's hours of operation and rates for the 2011 season are provided below.

### Hours of Operation:

Open 7 Days a Week

8:00 am through 10:00 pm

### Driving Range Bucket Rates:

Small Bucket \$6.00

Medium Bucket \$8.00

Large Bucket \$10.00

### Weekly Specials

Mon. to Fri. 8:00am – 10:00 am, 2 Large Buckets \$10

Women & Seniors (65+) Weekdays until 6:00 pm, Medium Buckets \$7.00

### Miniature Golf Rates:

Adults \$6.00 per round

Children (under 12) \$5.00 per round

### Batting Cage Rates:

\$1 per token for 12 pitches

Respondents are not required to maintain the same hours of operation and price points in their proposals. Please see Sections 3.9.1, 3.19, 6.11.1.1 and 6.11.1.4 of this RFP for more information and requirements regarding operating days and hours and prices.

## **SECTION 3 – CONCESSION AGREEMENT: SPECIFIC PROVISIONS**

### **3.1 Term of the Concession Agreement**

The "Initial Term" of the Concession Agreement starts on the date the City



executes the Concession Agreement and all the conditions set forth in Section 7.3 of this RFP have been completely satisfied (the “**Commencement Date**”). The Initial Term expires at 5:00 p.m. the day before the 10<sup>th</sup> anniversary of the Commencement Date. The City, at its sole discretion, may renew the Concession Agreement for up to two five-year periods (each period a “**Renewal Term**”). To renew the Concession Agreement, the City must provide written notice to the Concessionaire of the City’s desire to renew the agreement (a “**Renewal Notice**”) no later than one-year before expiration of the Initial Term or then-current Renewal Term, as the case may be. In the Concession Agreement and this RFP, “**Term**” means the Initial Term and all Renewal Terms, if any. In the Concession Agreement and this RFP, the date the Concession Agreement expires, is terminated, or otherwise ends, is called the “**Concession Agreement Ending Date**.”

### **3.2 Center**

The License given by the City to the Concessionaire under the Concession Agreement applies only to the Center identified in **Appendix 1**.

### **3.3 Capital Investment in the Center: Initial and Additional**

3.3.1 The Concessionaire shall make a significant capital investment to update and improve the Center, including some or all of the potential capital improvements listed in Section 6.9.1 of the RFP. The City encourages the Concessionaire to include “green building” design elements and encourages the use of environmentally friendly products for all capital improvements and repairs.

3.3.2 **Final Plans and Specifications due during the Term.** The Concessionaire shall submit to the City a detailed plan for all the Concessionaire’s proposed improvements to the Center during the Term. Before starting the installation or construction of any alterations to the Center, the Concessionaire shall submit to the City, for its review and approval, the final plans and specifications (the “**Final Plans and Specifications**”). The Concessionaire shall cause the Final Plans and Specifications to be detailed to the then-current industry standard for the subject work and prepared by licensed architects or engineers. The Concessionaire shall cause the Final Plans and Specifications to include a detailed and mandatory capital completion schedule and cost estimates.

3.3.3 **Additional Capital Investment Escrow Account.** In addition to the Initial Capital Investment Plan, which is more fully described in Section 6.9.3 of this RFP, the Concessionaire shall make additional capital expenditures (the “**Additional Capital Investment(s)**”) in the Center in amounts sufficient to maintain the Center in good order, condition and repair. The additional capital improvements are referred to in this RFP as

the “**Additional Capital Improvement Item(s).**”

- 3.3.4 The Concessionaire shall complete each Additional Capital Improvement Item within reasonable time periods specified by the Concessionaire and approved by the Commissioner.
- 3.3.5 In order to help ensure Concessionaire's performance of each of the Additional Capital Improvement Items, the Concessionaire shall establish, fund and maintain an account for use in payment for the Additional Capital Improvement Items. Therefore, upon completion of the Initial Capital Investment Plan projects, and continuing through the Concession Agreement Ending Date, the Concessionaire shall deposit 5% of each month's Driving Range Gross Revenues into an “**Additional Capital Investments Account.**” The Concessionaire shall establish and maintain the Additional Capital Investment Account in the name of “City of Philadelphia, Parks and Recreation Department” at a local commercial bank (the “**Account Bank**”).
1. Concessionaire may not withdraw any funds from the Additional Capital Investments Account without the Commissioner's advance written approval, addressed to the Account Bank, of the amount of the requested disbursement. With its requests to the Commissioner for disbursements from the Additional Capital Investments Account the Concessionaire shall include sufficient detail for the Commissioner to consider the usefulness of the proposed improvement and the appropriateness of the amount of the proposed disbursement. The Commissioner will endeavor to respond to the Concessionaire's request within 10 business days after receiving the request.
  2. The Concessionaire shall pay all costs, expenses and other charges associated with the Additional Capital Investments Account.
  3. Upon the Concession Agreement Ending Date, all funds in the Additional Capital Improvements Account become the sole property of the City.
  4. Concessionaire's obligation to make the Additional Capital Investments and perform each of the Additional Improvement Items is not limited to the amount of money in the Additional Capital Investments Account.
- 3.3.6 **Performance Bond.** If required by the City, the Concessionaire, at its sole cost and expense, shall provide the City with a performance bond (in a form and from a surety approved by the City), in a principal amount equal to the cost of completing all the Initial Capital Investment Plan and

all Additional Capital Investment Items. Alternatively, if required by the City, the Concessionaire shall, at its sole cost and expense, provide the City with separate performance bonds (in forms and from sureties approved by the City) for the Initial Capital Investment Plan and the Additional Capital Investment Items in principal amounts equal to the cost of completing those projects respectively.

3.3.7 \$58,832 remains in an account available for capital projects at the Center. The City intends to work with the Concessionaire to determine how to best use the account funds in completing capital projects at the Center.

3.3.8 All the Concessionaire's proposed capital improvements and repairs under this Section 3.3 are subject to provisions of Section 3.15 of this RFP regarding the City's prior approval.

### **3.4 Alcohol Service**

The Concessionaire may serve beer and wine to complement food services at the Center, provided (1) the Concessionaire obtains all licenses and permits required by Applicable Laws, (2) the Concessionaire serves the beer and wine only in the immediate vicinity of the clubhouse, and in a cordoned-off area if the Concessionaire provides exterior dining seating, and (3) the Concessionaire shall use its best faith efforts to ensure that the beer and wine it serves is consumed only as an accompaniment to the food it sells.

### **3.5 Merchandise**

The Concessionaire may sell merchandise at the Center, but the Concessionaire shall not sell tobacco products at the Center. All merchandise the Concessionaire proposes to sell is subject to the City's prior written approval. The City reserves the right to require the Concessionaire to remove any merchandise it considers inappropriate.

### **3.6 Vending Machines**

3.6.1 The Concessionaire may, with the City's prior written approval, provide snack and beverage service to supplement the operations of the snack bar through vending machines at the Center.

3.6.2 During the Term, the City may implement food and beverage standards for vending machines on City property. If the Concessionaire installs vending machines on the Center, the Concessionaire shall comply with the City's new or changed food or beverage standards in the operation of vending machines.

### **3.7 Special Events**

- 3.7.1 The Concessionaire may conduct special events or programs at the Center. However, the Concessionaire shall not close the Center to conduct private activities during public hours unless those activities are approved in advance and in writing by the City. The Concessionaire shall announce any closures to the public at least two weeks in advance of the private activities or events.
- 3.7.2 The City reserves the right to host up to two annual events at the Center. The City will confer with the Concessionaire at least a month before each City event to try and find a mutually agreed upon date for the event.

### **3.8 Public Programming; Community Relations**

The Concessionaire shall conduct public programming and community relations as set forth in its Proposal.

### **3.9 Operating Schedule**

- 3.9.1 Concessionaire shall operate the Center during the days and hours approved by the City (the “**Operating Schedule**”). The Concessionaire shall not change the Operating Schedule without obtaining the City’s prior, written approval of the changes.
- 3.9.2 Despite the Operating Schedule, in the event of inclement weather, Concessionaire may open the Center later or close the Center earlier than the hours set forth in the Operating Schedule.

### **3.10 Personnel**

- 3.10.1 Concessionaire shall employ, provide, and train all personnel necessary and prudent for the safe, efficient, and successful management and operation of the Center.
- 3.10.2 Concessionaire shall cause its employees to conduct themselves at all times in a courteous and professional manner that reflects well upon the City. Concessionaire shall train and supervise its employees and cause them to be well-groomed and neat. Concessionaire shall cause its employees to be outfitted in appropriate attire which clearly identifies them as Concessionaire’s employees. The City may, in its sole reasonable discretion, require that the Concessionaire remove and replace any employee that does not meet the requirements of this Section 3.10.2.

### **3.11 Customer Service**

The Concessionaire shall create and maintain a high-quality amenity for the public. The Concessionaire shall implement customer service mechanisms that will enhance and maintain the satisfaction of its patrons.

### **3.12 Parking Lot**

The Concessionaire shall repair and maintain the parking lot at the Center. The Concessionaire shall ensure that the number, placement and specifications of all accessible spaces for physically disabled persons comply with Applicable Laws.

### **3.13 Lighting**

The Concessionaire shall provide safe lighting throughout the Center. The Concessionaire shall replace each burned out lamp within 24 hours of its reported outage.

### **3.14 Utilities**

- 3.14.1 The City does not represent or warrant the adequacy of the utilities and utility service available at the Center. The Concessionaire shall, at its sole cost and expense, connect to or upgrade any existing utility service, or create a new utility system, as needed for Concessionaire's management and operations of the Center, including but not limited to supplying and installing any necessary feeder cables, meters, wiring, gas lines, water, sewer lines, pumps, etc. Before making any new utility connection, upgrading utility service, or creating any new utility system, the Concessionaire shall obtain all permits and approvals required by Applicable Laws and shall obtain the prior, written approval of the City.
- 3.14.2 The Concessionaire shall promptly pay all charges and fees when and as they become due for all public utilities and utility service used at the Center, including but not limited to: gas, steam, heat, electricity, telephone, sewer rents, water meter and water charges. In addition, the Concessionaire shall, at its sole cost and expense, promptly pay all charges and fees when and as they become due for new conduits, cables, or other means of providing or improving utility services to the Center. Without limiting the requirements set forth above in this Section 3.14, the Concessionaire shall pay all late charges, interest, penalties, and fees arising from the Concessionaire's failure to promptly pay all charges and fees imposed by any provider of utility service to the Center, or any installer of utility equipment at the Center.

3.14.3 The City is not required to provide or pay for utilities or utility service to the Center. The City is not liable for any interruption in utilities or utility service to the Center.

**3.15 Equipment; Capital Improvements; Maintenance and Repair; Condition of Center on Concession Agreement Ending Date**

3.15.1 The Concessionaire shall, at its sole cost and expense, install and provide at the Center all equipment, material, and supplies necessary for the safe, efficient and successful management and operation of the Center.

3.15.2 Concessionaire shall not make capital improvements or alterations to or on the Center, or install fixtures in or on the Center, without the prior, written approval of the City. Subject to the preceding sentence, not later than the Concession Agreement Ending Date, the Concessionaire shall remove all non-permanent fixtures, equipment and supplies that the Concessionaire has installed or placed in or on the Center. The Concessionaire shall promptly repair all damage to the Center caused by its removal of its non-permanent fixtures and equipment. If the Concessionaire does not remove all its non-permanent fixtures, equipment, and supplies by the Concession Agreement Ending Date, then, in the City's sole discretion,

1. the City may remove the non-permanent fixtures, equipment, and supplies, and within five days after the City's notice of the removal the Concessionaire shall pay all the City's costs related to the removal, and if the Concessionaire fails to timely pay those costs the City may retain as much of the Security Deposit as necessary to offset the City's costs related to the removal, or
2. the non-permanent fixtures, equipment, and supplies will be deemed the property of the City and the City may take possession of them and use them, sell them, rent them, or otherwise dispose of them in the City's sole discretion without any obligation to compensate Concessionaire for the value of the non-permanent fixtures, equipment or supplies, and
3. Concessionaire's obligations under this Section 3.15.2 survive the Concession Agreement Ending Date.

3.15.3 Concessionaire shall, at its sole cost and expense, maintain and operate the Center in good and safe condition and in accordance with industry standards, including, but not limited to performing all the maintenance and repair of the entire Licensed Premises, all interior and exterior structures, building systems, utility systems and connections, sewer systems and

connections, equipment, lighting, sidewalks, paved areas, vaults, gutters, curbs, and fixtures. In addition, Concessionaire shall keep all signs and structures on the Center in good condition and free of graffiti.

Concessionaire's construction of any new or ancillary structures at the Center is subject to the City's prior, written approval.

- 3.15.4 The Concessionaire, at its sole cost and expense, shall promptly repair all damage to the Center caused by the Concessionaire or its employees, agents, contractors, invitees, or clients and their guests, or otherwise arising from Concessionaire's exercise of its License under the Concession Agreement.
- 3.15.5 The City is not obligated to provide any services, materials or equipment related to the Center.
- 3.15.6 On the Concession Agreement Ending Date, Concessionaire shall leave the Center in the same condition in which it was found immediately prior to the Commencement Date, except for reasonable wear and tear, casualty covered by the Concessionaire's insurance (with the City as loss payee), and any capital improvements and alterations that Concessionaire made and which were approved in writing in advance by the City.
- 3.15.7 All maintenance and repair of a capital nature required of the Concessionaire by this Section 3.15 is subject to the prior, written approval of the City. Concessionaire shall promptly complete all maintenance and repairs approved by the City.

### **3.16 Landscape Maintenance**

- 3.16.1 The Concessionaire shall maintain and improve the landscaping at the Center, including, but not limited to, performing mulching, seeding, trimming, pruning, planting, fertilization, and soil improvements. In addition, the Concessionaire shall prune trees at the Center as needed to keep them safe and attractive. The Concessionaire shall also submit plans to the City of all proposed changes to the landscape. Except for routine landscape maintenance, Concessionaire's landscape maintenance plans are subject to City's prior, written approval.
- 3.16.2 The Concessionaire shall not cut down, prune or remove any trees at the Center without prior, written approval from the City. The Concessionaire shall not permit any attachments to the trees at the Center, such as lighting or signs.
- 3.16.3 If the Concessionaire applies herbicides, fungicides and insecticides at the Center, the Concessionaire shall comply with all Applicable Laws regarding use of the herbicides, fungicides and insecticides.

### 3.17 Pest Controls

The Concessionaire shall perform regular pest control inspections and extermination at the Center, as needed. The Concessionaire shall implement integrated pest management practices at the Center. If the Concessionaire applies pesticides at the Center, the Concessionaire shall comply with all Applicable Laws regarding use of the pesticides.

### 3.18 Storage

The City does not represent or warrant that there is adequate storage space at the Center. The Concessionaire shall, at its sole cost and expense, obtain any additional storage space required for its operation of the Concession. The Concessionaire shall not permit any equipment or supplies to be stored in the interior or exterior of the Center within public view. The Concessionaire shall store its outdoor equipment on a nightly basis and anytime the Center is closed.

### 3.19 Pricing Points

Concessionaire shall provide competitive pricing points for all sales at the Center. Concessionaire's fee schedules for the driving range, batting cages and miniature golf are subject to the City's prior, written approval.

### 3.20 Marketing

3.20.1 Concessionaire shall use its best efforts to increase the numbers of patrons using the Center. Concessionaire shall use all commercially reasonable marketing and publicity, including but not limited to sales promotions, a website, the internet, newspaper ads, radio and television ads, magazines, flyers, posters, and other means of communication. Concessionaire shall create and actively distribute printed materials that highlight the Center (collectively with Concessionaire's other marketing and publicity activities, the "**Promotional Activities**").

3.20.2 At all times during the Term, the Concessionaire shall include on its stationery letterhead and in all print, broadcast, and electronic publicity (including but not limited to the Concessionaire's website homepage), and advertising materials related to the Center, a prominent, easily legible statement that clearly indicates the Center is "**operated in partnership with the City of Philadelphia Department of Parks and Recreation.**"

3.20.3 Concessionaire's Promotional Activities are subject to the City's prior, written approval. Concessionaire may propose a plan for Promotional Activities and, if Concessionaire obtains the City's approval of the plan, then as long as Concessionaire strictly complies with the approved plan



Concessionaire does not need to obtain additional approval of its Promotional Activities from the City.

- 3.20.4 The Concessionaire must obtain the prior, written approval of the City prior to entering into any marketing or sponsorship agreements. If the Concessionaire violates this Section 3.20.4, the Concessionaire shall take any action that the City may deem necessary to protect the City's interests. If the Concessionaire does not implement the necessary action requested by the City, the City may immediately terminate the Concession Agreement and, as an administrative fee, retain Concessionaire's Security Deposit (the Security Deposit is described below in Section 3.34 of this RFP).

### **3.21 Signs; Department of Parks and Recreation's Mark**

- 3.21.1 The Concessionaire shall not at any time erect, hang, paint or otherwise create any sign or advertisement on the exterior of the Center (other than routine way finding signs or signs informing patrons of the Center's activities) without the prior, written approval of the Commissioner of the Department of Parks and Recreation or his or her designee (the "Commissioner"). In addition, the Concessionaire shall not, without the prior, written approval of the City, erect, hang, place, or display in, on or about the Center any utilitarian items, including but not limited to trash receptacles, that promote and advertise any product or product brand other than the Center. The Concessionaire shall not advertise alcoholic beverages, except only as required to inform patrons of any alcoholic beverages that Concessionaire is licensed to sell at the Center in conjunction with its food service under Section 3.4 of this RFP.
- 3.21.2 The City intends to work with the Concessionaire to design signs that attract customers to the Center but that are also sensitive to the park setting in which the Center is situated.
- 3.21.3 Concessionaire shall obtain all advance approvals required under Applicable Laws before Concessionaire erects, hangs, paints, or otherwise creates any sign in, on or about the Center. Concessionaire shall cause each sign to meet all specifications required by the Department of Parks and Recreation and include the Department of Parks and Recreation's mark or logo.

### **3.22 Safety Measures**

Concessionaire shall, at its sole cost and expense, employ all necessary and prudent measures for the safe exercise of the Concession and to prevent any injury or damage to any person or property in, on or about the Center, or resulting from the Concessionaire's exercise of the License or its management and

operation of the Center. Concessionaire shall comply with all appropriate national safety guidelines and with all Applicable Laws regarding the operation and maintenance of the Center.

### **3.23 Security**

3.23.1 Concessionaire shall, at its sole cost and expense, maintain security at the Center year round. Concessionaire shall prepare a security plan for the Center and, upon the City's written approval of the plan, Concessionaire shall implement and maintain security in accordance with the plan.

3.23.2 Concessionaire shall secure the Center and its equipment and supplies every evening.

### **3.24 Snow; Cleaning; Trash Collection; Recycling**

3.24.1 Concessionaire shall, at its sole cost and expense, promptly clean-up and remove all snow, waste, garbage, refuse, rubbish, organic debris and litter at the Center.

3.24.2 Concessionaire shall provide proper, easily identified, and easily accessible waste and recycling receptacles at the Center. Concessionaire shall have all trash and recycling receptacles emptied on a daily basis.

### **3.25 Environmentally-Friendly ("Green") Products & Practices**

3.25.1 The City of Philadelphia is implementing ecologically-friendly initiatives to benefit the environment and the health of Philadelphia's visitors and residents. Therefore, the City strongly encourages the Concessionaire to employ ecologically-friendly practices and products in the management and operation of the Center, which may include the installation of Energy Star compliant appliances, the use of energy efficient, non-polluting, low noise generators, the employment of energy and water conservation measures, the use of low toxicity chemicals, preservation of natural areas, and the use of environmentally-friendly products.

3.25.2 The City favors the installation of Energy Star approved appliances and equipment, such as vending machines and commercial refrigerators at the Center. Energy Star products and environmentally friendly practices can be found at: <http://www.energystar.gov>.

The City also favors plans to use "Green Seal" eco-friendly products such as soaps, cleaners, light bulbs, paper towels, toilet paper and paint. A list of "Green Seal" certified products can be found at <http://www.greenseal.org/findaproduct/index.cfm>, and a list of environmentally-friendly products/materials is also available at [http://www.nyc.gov/html/mocs/html/programs/other\\_epp.shtml](http://www.nyc.gov/html/mocs/html/programs/other_epp.shtml).

The City encourages the Concessionaire to use chlorine free, biodegradable products such as paper towels, napkins, utensils and plates, if the Concessionaire intends to utilize any disposable products for food service at the Center. Additionally, the City encourages the use of environmentally friendly cleaners and the sale of sustainable food products. Respondents may consult the website of the Green Restaurant Association (“GRA”) to locate GRA-endorsed products. Please visit <http://www.dinegreen.com> for more information. In addition to the use of environmentally friendly products, the City encourages the Concessionaire to train staff on environmentally friendly food service practices and to utilize a composting service to dispose of food waste.

### **3.26 Drought and Water Conservation Issues**

The Concessionaire shall comply with all City directives and restrictions regarding drought and water conservation.

### **3.27 Subcontracting**

- 3.27.1 Subject to the requirements of Section 6.5 of this RFP, Concessionaire may have some of its services and supplies provided by a subcontractor. The Concessionaire shall obtain the prior, written approval of the Commissioner before entering into any subcontract under the Concession Agreement.
- 3.27.2 Concessionaire shall cause all its subcontracts to specify that the City is designated as third party beneficiary of the subcontract. Concessionaire shall also cause its subcontracts to specify that the subcontractor is bound by the same requirements as the Concessionaire under the Concession Agreement including, without limitation, indemnification of the City, insurance, maintenance and preservation of records, and audit by the City.
- 3.27.3 No subcontract relieves Concessionaire of any of its obligations under the Concession Agreement. Concessionaire is liable for the acts and omissions of its subcontractors, or the persons either directly or indirectly employed by them.
- 3.27.4 Any purported subcontract(s) that Concessionaire enters into in violation of this Section 3.27 or of any other Section in this RFP or the Concession Agreement is void.

### **3.28 Internal Controls**

Throughout the Term, the Concessionaire shall maintain a bookkeeping system that keeps an accurate and complete recording of all the Concessionaire’s revenues under the Concession Agreement, in a form and manner acceptable to

the City. The Concessionaire must cause the bookkeeping system to be designed and maintained to provide detailed sales information from each sales transaction. Specifically, the Concessionaire shall cause the sales information to be recorded electronically, via a point-of-sale system, including but not be limited to the item(s) sold, time, date of sale, and price of the item(s) sold. The Concessionaire shall also establish and maintain a dedicated bank account for deposits of all concession-related revenue. The Concessionaire shall keep all its books and records (including but not limited to its detailed sales information) available for City review for at least three years from the Concession Agreement Ending Date.

### **3.29 Concession Fee; Reporting and Payment Schedule**

- 3.29.1 1. In the Concession Agreement, “**Concession Fee**” means the combined **Minimum Annual Guaranteed Amount (“MAG”)** and **Gross Revenue Percentage Fee**, each of which is explained more fully in Section 6.8 of this RFP.
2. During the Term of the Concession, the Concessionaire shall pay the MAG and Gross Revenue Percentage Fee (A) in 12 monthly installments or alternatively, (B) in monthly installments during the prime operating months of the Center (April through October).
3. Subject to Section 3.29.1.2. above, throughout the Term the Concessionaire shall pay the MAG and the Gross Revenue Percentage Fee to the City without deduction, setoff, or counterclaim no later than the 30<sup>th</sup> day of each month for the preceding month. Concessionaire shall pay the Concession Fee by check made payable to “**City of Philadelphia**” and shall deliver the payment to the Project Manager at the mail address provided in Section 1.6.1.
- 3.29.2 Concessionaire shall prepare a monthly “**Accounting Report**” providing a daily count of patrons and Gross Revenues from all categories of its income under the Concession Agreement, including, but not limited to income associated with sublicensed services and special events at the Center. Concessionaire shall submit the Accounting Report to the City no later than the 30<sup>th</sup> day of each month for the preceding month’s activities, together with Concessionaire’s Concession Fee payment as described above in Section 3.29.1.3.
- 3.29.3 Throughout the Term, within 120 days following the end of each of Concessionaire’s fiscal year end, Concessionaire shall submit to the City a report that includes (1) an annual summary description of the Concessionaire’s programs and activities at the Licensed Space and plans for programs and new initiatives in the upcoming year, (2) the Concessionaire’s annual audited financial statement for the most recent fiscal year end, prepared by a Certified Public Accountant in accordance

with Generally Accepted Accounting Principles (GAAP), consistently applied, and (3) the Concessionaire's tax return for the most recent calendar year. Concessionaire shall also promptly submit to the City all supplemental reports, documents, records, and other information that the City may reasonably require.

3.29.4 The requirements of RFP Sections 3.29 survive the Concession Agreement Ending Date until Concessionaire has made the final and full Concession Fee Payment and submitted to the City the final Accounting Report and annual documents as required under that Section.

### **3.30 Alterations to the Center**

The Concessionaire shall not make, cause, or permit any alterations to the Center without the prior review and written approval of the City. The Concessionaire shall submit Final Plans and Specifications for the proposed alterations to the City together with all additional information the City may reasonably request. The City's approval of any proposed alterations may be conditioned upon a requirement that the Concessionaire provides the City with a performance and payment bond satisfactory to the City in all respects and upon other requirements the City deems necessary or prudent to protect the interests of the City.

### **3.31 Smoking Policy**

Smoking in or on the Center is strictly prohibited. The Concessionaire shall not permit smoking at the Center.

### **3.32 ADA Compliance**

Without limiting the general applicability of RFP Section 4.9, in connection with operation and management of the Center the Concessionaire shall comply with the Americans With Disabilities Act ("ADA"). The Concessionaire is encouraged to exceed accessibility requirements whenever possible, and not simply provide the minimum level of required accessibility.

### **3.33 Licenses and Permits**

Without limiting the general applicability of RFP Section 4.9, the Concessionaire shall, at its sole cost and expense, obtain and maintain during the Term all licenses and permits required under all Applicable Laws with respect to management and operation of the Center or otherwise related to the Concession. The Concessionaire shall cause each of its contractors and subcontractors to procure and maintain all licenses and permits required by Applicable Laws with respect its respective management and operation of the Center or otherwise related to the Concession.



### 3.34 Security Deposit

3.34.1 The Concessionaire shall submit to the City a Security Deposit equal to 25% of the highest year's MAG offered in the Concessionaire's Proposal. The Concessionaire shall pay the Security Deposit to the City, in the form of a certified check, contemporaneously with signing the Concession Agreement. The City will deposit the certified check in a deposit account at a bank in the name of the City of Philadelphia (the "**Security Deposit Account**"). The Security Deposit Account shall be available to the City to retain as security for:

3.34.1.1 The Concessionaire's faithful performance of, and compliance with, all the terms and conditions of the Concession Agreement, including but not limited to all the City's costs and expenses to hire persons or firms to complete performance of, and compliance with, the Concession Agreement if Concessionaire defaults in any of its obligations;

3.34.1.2 Compensation for any damages, costs, or expenses suffered or incurred by the City related to Concessionaire's Event of Default; and

3.34.1.3 Compensation for any damage to the Center arising in connection with any activities at the Licensed Premises under the Concession Agreement and not otherwise covered by Concessionaire's insurance (that names the City as payee).

3.34.2 The City's retention of some or all of the Security Deposit under RFP Section 3.34.1 does not relieve Concessionaire of liability for any costs or damages in excess of the full amount of the Security Deposit.

3.34.3 If at any time during the Term the City applies some or all of the Security Deposit to pay for repair of any damaged property or for any damages the City suffers arising from or otherwise related to Concessionaire's breach of the Concession Agreement, the City may send written notice of the City's retention. Promptly following Concessionaire's receipt of the City's notice, Concessionaire shall promptly deposit money into the Security Deposit Account to restore it to the full amount required.

3.34.4 Within 45 days following the Concession Agreement Ending Date, the City will return the Security Deposit to Concessionaire, less any amounts the City retains under RFP Section 3.34.1 or otherwise to pay the City's cost to repair any damage or pay other costs related to Concessionaire's removal of Concessionaire's fixtures, equipment, supplies and other

property from the Center, restoration of the Center, and ending the Concession.

### **3.35 Reports Regarding Participation in the Concession of Disadvantaged Firms**

The Concessionaire shall submit to the City quarterly reports that summarize the Concessionaire's activities related to their contracts with minority-owned, women-owned, and disabled-owned firms. The reports will serve as a mechanism to ensure the Concessionaire is in compliance with the participation commitments the Concessionaire made in its S & C Form (described in Section 6.5.2 below and set forth as **Form A** to this RFP). Please see **Appendix 9** for a sample reporting form.

### **3.36 No City Obligation**

**Despite any other provision of the RFP and the Concession Agreement, the Concession Agreement does not obligate the City to appropriate or spend money at any time or for any reason.**

### **3.37 Ownership of the Center**

At all times during the Term of the Concession Agreement, the Center identified in **Appendix 1** of this RFP is and will remain owned by the City of Philadelphia. No provision in the Concession Agreement creates, grants, or gives to the Concessionaire any legal title, easement, leasehold, or other interest in the Center identified in **Appendix 1** of this RFP other than a mere license.

## **SECTION 4 – GENERAL CONTRACT PROVISIONS**

### **4.1 Ethics Requirements**

- 4.1.1 The Concessionaire and its sub-licensees, contractors, and subcontractors must not offer or give, directly or indirectly, anything of value to any City official, officer or employee, including any gift, gratuity, favor, entertainment or loan, the receipt of which would violate Executive Order No. 3-11 issued by the Mayor of Philadelphia on January 25, 2011.
- 4.1.2 Any person who offers or gives anything of value to any City official, officer, or employee, the receipt of which violates Executive Order No. 3-11, is subject to sanctions with respect to City contracts. The sanctions may range from disqualification from participation in particular City contract(s), to debarment, depending on the nature of the particular violation. The terms and duration of the sanctions will be determined (after consultation with the City's Chief Integrity Officer) by the Procurement Commissioner with respect to contracts subject to

competitive bidding or by the Director of Finance with respect to non-competitively bid contracts.

- 4.1.3 If the Concessionaire or its sub-licensees, contractors, and subcontractors offer or give, directly or indirectly, anything of value to any City officer, director, or employee in violation of Section 4.1.1 above, the Concessionaire will commit an Event of Default under the Concession Agreement. In addition, the City shall return or discard the item given to the City officer, director, or employee.

## 4.2 Tax Requirements

- 4.2.1 Any contractor, vendor of goods, or provider of services, who bids on and is awarded a contract by the City is subject to Philadelphia's business tax ordinances and regulations. The Concession Agreement is entered into in the City of Philadelphia, and the Concessionaire's delivery, sale, or rental of goods in 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 Privilege Taxes
  - b. Net Profits Tax
  - c. City Wage Tax
- 4.2.2 Promptly following the Commencement Date, the Concessionaire, if not already paying the taxes listed above, shall apply to the City of Philadelphia Department of Revenue for a tax account number and to file appropriate business tax returns as required by Applicable Law. Applications may be submitted through the Business Services Portal at <http://business.phila.gov/Pages/Home.aspx> or 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 Concession, 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 is not obligated at any time during the Term to pay any Assessments related to the Concession, 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 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 City**

The Concessionaire shall treat all information it obtains from the City that is not generally available to the public as confidential and proprietary to the City. The Concessionaire shall exercise all reasonable precautions to prevent any confidential and propriety information it obtains from the City from being disclosed to any other person 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 City 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 Indemnification, Release and Insurance**

The Concessionaire shall promptly indemnify, defend, and release the City, as set forth in **Appendix 7** to the RFP. In addition, on or before the Commencement Date the Concessionaire shall obtain and, throughout the Term, shall maintain the types and minimum amounts of insurance set forth in **Appendix 7**. As a condition precedent to the effectiveness of the License the City gives to Concessionaire under the Concession Agreement, Concessionaire must provide the City of Philadelphia Risk Manager, on behalf of the City, with a certificate of insurance that shows the Concessionaire has obtained the types and required amounts of insurance. Concessionaire must cause copies of the certificate of insurance to be delivered to all the officials at the addresses specified in **Appendix 7**.

#### **4.5 City's Right to Inspect**

- 4.5.1 Concessionaire shall keep and make available complete and accurate books of accounts, financial records, and other records (collectively, "**Books and Records**") within the City of Philadelphia relating to the Concessionaire's management and operation of the Center. The Concessionaire shall maintain its Books and Records in accordance with generally accepted accounting principles consistently applied.

- 4.5.2 The City may inspect and audit all of the Concessionaire's Books and

Records and Concessionaire's affairs at all reasonable times at the Department of Parks and Recreation's offices, or other place the City may reasonably require.

- 4.5.3 Concessionaire's compliance with Section 4.5.1 above may be done in conjunction with Concessionaire's compliance with Section 3.29.2 above.

#### 4.6 Default

- 4.6.1 The Concessionaire will commit an "**Event of Default**" under the Concession Agreement if:

- a. Concessionaire fails to timely pay to the City in full the Concession Fee; or
- b. Concessionaire fails to timely comply with any other obligation applicable to Concessionaire under the Concession Agreement.

- 4.6.2 If the Concessionaire commits an Event of Default under Section 4.6.1 above, and,

- a. in the case of an Event of Default under Section 4.6.1.(a), Concessionaire fails to cure the Event of Default within 5 days after receiving written notice from the City of the Event of Default,
- b. in the case of an Event of Default under Section 4.6.1.(b), Concessionaire fails to cure the Event of Default within 30 days after receiving written notice from the City of the Event of Default,
- c. in the case of an Event of Default under Section 4.6.1.(b) that cannot reasonably be cured within 30 days after receiving the City's written notice of the Event of Default, Concessionaire fails to actively start to cure the Event of Default within the 30-day period and then continuously and diligently pursue the cure to completion in not more than 90 days after receiving the City's written notice of the Event of Default, or
- d. in the case of any Event of Default that poses a threat of imminent harm to persons or property,

then without further notice the City may, in its absolute discretion, immediately suspend or terminate the Concession Agreement, in whole or in part, without liability to City.

- 4.6.3 In addition to the City's rights and remedies under Section 4.6.2 above, Concessionaire shall pay all damages, costs, and expenses suffered or incurred by the City arising from or related to the Event of Default. Also,

if Concessionaire commits an Event of Default and fails to cure the Event of Default within the applicable cure period (if any), then the City may exercise all rights and remedies available to it at law or in equity, in addition to the remedies available to the City under the Concession Agreement. The City may exercise its remedies under the Concession Agreement, at law, or in equity, separately, cumulatively, successively, and repeatedly, in the City's absolute discretion.

- 4.6.4 The City's failure or delay in providing written notice of an Event of Default to Concessionaire does not relieve or excuse the Concessionaire from any liability arising from or related to the Event of Default and does not waive any of the City's rights or remedies upon delivering written notice to the Concessionaire of the Event of Default and Concessionaire's failure to cure the Event of Default in the applicable cure period provided under Section 4.6.2, or immediately and without notice in the case of an Event of Default that poses a threat of imminent harm to person or property.

#### **4.7 Non-Indebtedness**

- 4.7.1 The Concessionaire represents and warrants that Concessionaire, and all entities under common control with the Concessionaire or controlled by it are not as of the Commencement Date indebted to the City. Concessionaire shall not at any time during the Term of the Concession Agreement be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. The Concessionaire shall remain current during the Term of the Concession Agreement with all such payments and shall inform the City upon receipt of any notices of delinquent payments. In addition to any other rights or remedies available to the City under the Concession Agreement, at law, or in equity, the Concessionaire acknowledges that any breach or failure to conform to Concessionaire's representation, warranty, and covenant in this Section 4.7.1 may, at the option of the City, result in the termination of the Concession Agreement. In addition, Concessionaire understands that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. § 4904.
- 4.7.2 The Concessionaire shall cause its subcontractors (if any) to make a certification to the City similar to that made by the Concessionaire in Section 4.7.1 above. The Concessionaire shall include the provisions in Section 4.7.1 in each subcontract under the Concession Agreement, with appropriate adjustment for the name of the subcontractor.

#### **4.8 Condition of the Center**

The City makes no representation or warranty regarding the condition of the Center, including its suitability for the Concession. Concessionaire accepts the License given by the Concession Agreement and agrees to use the Center in its "AS IS" condition for the purposes set forth in the Concession Agreement. Concessionaire submitted its Proposal and enters into the Concession Agreement solely based on Concessionaire's own investigation of the condition of the Center.

#### **4.9 Compliance with Applicable Laws**

In the RFP and Concession Agreement, "**Applicable Law**" and "**Applicable Laws**" mean all present and future Commonwealth of Pennsylvania, federal, and municipal laws, ordinances, regulations, orders, rules, official opinions and interpretations, and requirements, that apply to any of the following: the Concession Agreement, the License, the Concessionaire, the Center, and Concessionaire's exercise of the License and management and operations of the Center. Throughout the Term, the Concessionaire shall promptly comply with all Applicable Laws, including but not limited to:

- 4.9.1 The Fair Practices Ordinance of the Philadelphia Code (Chapter 9-1100), (which prohibits discrimination against any person on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, handicap, or marital status) and the Mayor's Executive Order No. 4-86 (which prohibits, among other things, discrimination against persons with AIDS in employment and services), as they may be amended from time to time;
- 4.9.2 All federal, Commonwealth of Pennsylvania, and local requirements regarding the application, obtaining, and maintaining licenses, certificates, permits, and other approvals required for operation of the Concession; and
- 4.9.3 The tax requirements of all governmental authorities having jurisdiction over the Concession, the Concession Agreement, and Concessionaire's operations under the Concession Agreement.

#### **4.10 Entire Agreement; No Amendment**

- 4.10.1 The Concession Agreement is the complete, final, and exclusive expression of the City's and Concessionaire's agreement about the Concession. All prior negotiations and agreements, if any, between the City and Concessionaire relating to the Concession are superseded by and merged into the Concession Agreement.
- 4.10.2 The Concession Agreement may not be amended or modified except in writing signed by the City officials who signed the original Concession Agreement and also signed by Concessionaire's duly authorized officers.

Any proposed or purported amendment of the Concession Agreement made without strictly complying with this Section 4.10.2 is void. No course of conduct between the City and Concessionaire, and no industry custom, is effective to amend the Concession Agreement or waive any of the Concessionaire's obligations under the Concession Agreement.

#### **4.11 No Joint Venture or Partnership**

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

#### **4.12 Severability**

The provisions of the Concession Agreement, including but not limited to the RFP, are severable. If any provision of the Concession Agreement is held by a court of competent jurisdiction 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 City is deprived of a material consideration to it under the Concession Agreement, however, then the City may, in its absolute discretion, terminate the Concession Agreement without liability to the Concessionaire.

#### **4.13 Waiver of Jury Trial**

**THE CONCESSIONAIRE KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVES TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING UNDER OR RELATED TO THE CONCESSION AGREEMENT (INCLUDING BUT NOT LIMITED TO ANY TORT CLAIM). THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE CITY TO ENTER INTO THE CONCESSION AGREEMENT. THE CONCESSIONAIRE SHALL INCLUDE A PROVISION IN ALL ITS SUBCONTRACTS UNDER THE CONCESSION AGREEMENT UNDER WHICH ITS CONTRACTORS ALSO WAIVE TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING UNDER OR RELATED TO THE CONCESSION AGREEMENT (INCLUDING BUT NOT LIMITED TO ANY TORT CLAIM).**

#### **4.14 Place of Contract; Governing Law**

The Concession Agreement is made in Philadelphia, Pennsylvania, is governed by Pennsylvania law, and is to be interpreted in accordance with Pennsylvania Law without reference to choice of law provisions.

#### **4.15 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.

#### **4.16 Assignment Prohibited**

Except for subcontracts permitted under Section 3.27 above, Concessionaire shall not assign the Concession Agreement or any of its rights or obligations under the Concession Agreement. Any attempted assignment by Concessionaire in violation of this provision is void and is deemed an offer by Concessionaire to the City to immediately terminate the Concession Agreement, which the City may accept or decline in the City's sole discretion.

#### **4.17 Venue**

Concessionaire agrees that all claims between the City and Concessionaire arising under or related to the Concession Agreement must be filed in the Court of Common Pleas of Philadelphia County. Concessionaire consents to the exclusive jurisdiction of the Court of Common Pleas of Philadelphia County and Pennsylvania courts of appeal. Concessionaire waives its right to file a motion to remove venue for any proceeding to another jurisdiction or to any federal court.

#### **4.18 Validity of City Approvals**

4.18.1 Unless expressly specified otherwise in the Concession Agreement, any review, approval, permission, or consent that the Concessionaire is required to obtain from the City under the Concession Agreement will not be valid or effective unless obtained from the Commissioner.

4.18.2 Unless expressly specified otherwise in the Concession Agreement, all reports, notices, plans, specifications, certificates, requests for approval, and submissions required of the Concessionaire that must be delivered to or approved by the City must be submitted by the Concessionaire to the Commissioner.

#### **4.19 Interpretation**

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.

#### **4.20 Time of the Essence**

Time is of the essence in Concessionaire's compliance with the Concession Agreement.

#### **4.21 Force Majeure Event**

4.21.1 Concessionaire is excused from compliance with any obligation or

limitation under the Concession Agreement where (1) compliance with the obligation or limitation is rendered impossible by any unexpected event in the nature of a hurricane, tornado, earthquake, war, terrorism, riot, embargo, or labor strike (except a strike by Concessionaire's own employees), and (2) Concessionaire cannot reasonably make alternative arrangements to comply with the obligation or limitation despite the unexpected event ((1) and (2) together, a "**Force Majeure Event**").

- 4.21.2 Concessionaire is excused from compliance with any obligation or limitation under the Concession Agreement because of a Force Majeure Event only for the duration of the Force Majeure Event or until 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 60 days or longer, then the City may terminate the Concession Agreement in the City's sole discretion without liability to the Concessionaire.
- 4.21.3 The City is excused from complying with any requirements or limitations applicable to it under the Concession Agreement if the City cannot comply because of any acts of God, acts of public enemy, riot, freight embargo, strike, other work stoppage, government action, breakdown or failure of apparatus or equipment or machinery employed in supplying required services, or any act or condition beyond the reasonable control of the City.

#### **4.22 Philadelphia 21st Century Minimum Wage and Benefits Standard.**

- 4.22.1 If the Concessionaire is an employer subject to Chapter 17-1300 of the Philadelphia Code regarding the Philadelphia 21<sup>st</sup> Century Minimum Wage Standard, as provided in Philadelphia Code Section 17-1303, then Concessionaire shall (1) comply with the requirements of Chapter 17-1300 in effect on the Commencement Date, (2) promptly provide to the City documents and information verifying its compliance with the requirements of Chapter 17-1300, and (3) notify each of its affected employees with regard to the wages that are required to be paid pursuant to Chapter 17-1300.
- 4.22.2 Under Chapter 17-1300, Section 17-1305(1), requires employers subject to that Chapter to pay each of their employees an hourly wage at least 150% of the federal minimum wage, excluding benefits. Section 17-1305(2) requires that to the extent an employer subject to Chapter 17-1300 provides health benefits to any of its employees, the employer shall provide each full-time, non-temporary, non-seasonal covered employee with health benefits that are at least as valuable as the least valuable health benefits the employer provides to any of its other full-time employees.

4.22.3 If the Concessionaire is an employer subject to Chapter 17-1300, then by signing the Concession Agreement the Concessionaire certifies that its employees are paid the minimum wage standard required by Chapter 17-1300.

4.22.4 The Office of Labor Standards may grant a partial or total waiver from the requirements of Chapter 17-1300 based on specific stipulated reasons, as set forth in Section 17-1304 of the Philadelphia Code.

## **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 has the skills and capacity to successfully manage and operate the Center.

### **5.2 Management Experience and Qualifications**

In order to receive consideration for award of the Concession Agreement, a Respondent must demonstrate to the City's satisfaction that the Respondent has both sufficient experience and sufficient financial resources to meet the requirements set forth in this RFP ("**Management Experience and Qualifications**"). Please see Section 6.4 of the RFP for Proposal submission requirements related to Respondent's experience and qualifications.

### **5.3 Records and Reports**

Respondents must have the capability to maintain and furnish management records and reports, as required in Section 3.29 and Section 4.5, in a format satisfactory to the City.

### **5.4 Respondents Restricted**

5.4.1 The City will not accept any Proposal from, nor award the Concession Agreement to, any Respondent that (1) is in arrears or is in default of (A) any debt to the City (including without limitation tax delinquencies), (B) any contract obligation to the City, or (C) any surety obligations to the City, or (2) has failed to comply with any existing or previous contract with the City, or (3) has failed to execute a contract that the person, firm, or corporation negotiated with the City.

5.4.2 The City will not accept any Proposal from, nor award the Concession Agreement to, any official, officer, director, or employee of the City. The City will not accept any Proposal from, nor award the Concession



Agreement to, any Respondent in which any official, officer, director, or employee of the City has a direct or indirect financial interest, including but not limited to a Respondent in which a City official's, officer's, director's, or employee's parent, grandparent, spouse, sibling, child, or relative in-law is an officer, director, or employee.

- 5.4.3 The City will not accept any Proposal from, nor award the Concession Agreement to, any Respondent that is involved in litigation against the City, including but not limited to negotiation to settle a claim against the City.

## **5.5 Respondents May Submit Only One Proposal**

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

## **SECTION 6 – PROPOSAL SUBMISSION REQUIREMENTS**

### **6.1 Responsiveness**

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

### **6.2 Form of Proposal**

- 6.2.1 Each Respondent must submit one original signed cover letter and Proposal and eight copies of the cover letter and Proposal. The original letter must be signed by a person with authority to bind the Respondent to all of the provisions of its Proposal, this RFP, and the Concession Agreement.
- 6.2.2 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 refer to this RFP clearly. Pages must be numbered clearly. Respondents must not submit Proposals in plastic sleeves or spiral binders. Illustrations may be included. Oversized drawings may be submitted, but they must be accompanied by 8½" x 11" sectionals or reduced to 8 ½" x 11". **Each Respondent must seal its Proposal in envelopes, packets, or boxes, as the case may be, to ensure confidentiality of the information prior to the Deadline for Submitting Proposals. The City will only accept Proposals in hard copy and will not accept Proposals by facsimile or by e-mail.**

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

6.2.4 Each Respondent's Proposal must include the following (please see the referenced sections of this RFP for an explanation of the items listed below):

1. Signed cover letter;
2. Description of company, organization, and personnel (see Section 6.4);
3. Management Experience and Qualifications, and at least three references (see Section 6.4);
4. Completed Solicitation for Participation and Commitment Form (see Section 6.5);
5. Financial Information (see Section 6.6);
6. Statement of Understanding of the Purpose of this RFP (see Section 6.7);
7. Completed Concession Fee Proposal Form (see Section 6.8);
8. Initial Capital Investment Plan (See Section 6.9);
9. Pro-Forma (see Section 6.10);
10. Operating Plan (see Section 6.11).
11. Completed and signed signature page (see Section 9).

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

1. Respondent's name and address;
2. Identification as "Proposal for the Management and Operation of the Burholme Park Golf Center"; and,
3. The Deadline for Submitting Proposals, as stated on the cover page of this RFP.

### **6.3 Submission of Proposal by "Deadline for Submitting Proposals"; Oral Presentations**

6.3.1 Each Respondent must submit its Proposal to the City no later than the Deadline for Submitting Proposals. Each Respondent is solely responsible for delivery of its Proposal on time and to the proper location. The "Deadline for Submitting Proposals" and the location for submitting Proposals are set forth on the cover page of this RFP. The City recommends that each Respondent plan to submit its proposal sufficiently in advance of the Deadline for Submitting Proposals to resolve any unexpected problems the Respondent might encounter with completing, copying, or delivering the proposal.

- 6.3.2 The City may request one or more Respondents to make a supplemental oral presentation to City officials after the Deadline for Submitting Proposals. The date and time of the oral presentations will be determined by the City.

#### **6.4 Company Profile; Operating Experience**

Each Respondent must, if available:

- 6.4.1 Submit a resume or detailed description of the Respondent's professional qualifications, demonstrating extensive experience in the industry, or affiliation with individuals and firms, or either of them, with that expertise. The resume or detailed description must include the number of Respondent's employees and number of years Respondent has been in business.
- 6.4.2 Submit personal and or company safety records for operations related to this type of operation or similar operations and at similar facilities.
- 6.4.3 Provide a description, with photographs, of similar sports or recreation facilities, including locations Respondent has operated or is currently operating.
- 6.4.4 Explain its corporate structure and ownership.
- 6.4.5 Provide the names and addresses of all owners and corporate officers of the entity submitting the Proposal.
- 6.4.6 Provide its federal Employer Identification Number.
- 6.4.7 Identify all parent, subsidiary, affiliate, and partnership relationships with other businesses (collectively, "**Related Companies**").
- 6.4.8 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.
- 6.4.9 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 (e.g., operating quality driving ranges). 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.

- 6.4.10 List all contracts the Respondent and all its Related Companies have had with the City in the last five years.
- 6.4.11 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.
- 6.4.12 List all surety companies that have previously issued performance bonds on behalf of Respondent or any of Respondent's 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.

## **6.5 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.02-05 and No. 14-08 relating to the participation of minority-owned, women-owned, and disabled-owned businesses (collectively, "M/W/DSBEs") in City contracts.
- 6.5.2 Respondents must respond to the requirements specified in **Appendix 8** of this RFP and must submit the "Solicitation for Participation and Commitment Form" (the "S & C Form") attached to this RFP as **Form A** to identify its solicitations and any commitments made with M/W/DSBEs to participate in the Concession Agreement. Respondents must indicate on the S & C Form the work being performed and the dollar amount and percentage of work being performed by each M/W/DSBE firm. Respondents must also submit documentation of their "Good Faith Efforts" (as more fully described in **Appendix 8**), whether or not they have achieved any commitments with M/W/DSBEs. For a listing of firms certified as M/W/DSBEs, please visit <http://oeo.phila.gov/directory.asp>.
- 6.5.3 The City may, in its sole discretion, reject any Proposal that does not include a completed S & C Form.

## **6.6 Financial Information**

- 6.6.1 Each Respondent must provide evidence of its financial capacity and stability; an accountant-prepared financial statement for the most recent

fiscal year ended, prepared in accordance with generally accepted accounting principles, consistently applied; and a federal tax return. Each Respondent must also provide creditor reference(s) and a description of the loans or lines of credit made available to the Respondent and dates that the accounts were established as well as the name of the Respondent's account officer(s). By submitting a Proposal, each Respondent authorizes the City to contact the Respondent's creditor references regarding that information.

6.6.2 Each Respondent shall identify the intended source of all funds proposed to be invested in the Center.

**6.7 Understanding the Purpose of this RFP and the Rights and Obligations of the Concessionaire**

Sections 3, 4 and 6 of this RFP set forth the minimum requirements that the Concessionaire must fulfill. Each Respondent must provide a brief narrative that demonstrates its understanding of this RFP's goals and objectives, the nature and scope of the work involved, and how Respondent's expertise will enable Respondent to fulfill the goals and objectives of this RFP and maximize the potential of the Center. Also, each Respondent must describe its approach to the proposed Concession, including Respondent's work plan and strategy.

**6.8 Concession Fee Proposal: MAG and Gross Revenue Percentage Fee**

6.8.1 A. Using **Form B**, each Respondent must propose a **MAG** payment to the City for the right to manage and operate the Center. The City urges each Respondent to include an escalation each year (compounded annually) in the MAG over the Term of the Concession Agreement.

B. In addition to the MAG, also using **Form B**, each Respondent must propose a **Gross Revenue Percentage Fee** to be paid monthly to the City for management and operation of the Center.

C. In this RFP and the Concession Agreement, "**Gross Revenue**" and "**Gross Revenues**" means all revenue, however characterized, the Concessionaire receives in connection with its management and operation of the Center or exercise of the License, from all sources. Without limiting the definitions immediately above, "Gross Revenue" and "Gross Revenues" include, but are not limited to, the following:

1. Revenue from the sports and recreation activities at the Center.
2. Revenue from food and beverage service operations, including restaurants, snack bars or vending machines.
3. Revenue from special events, including rental fees and food and beverage sales.
4. Revenue from merchandise sales.

5. Revenue from sublicensed operations, including food and beverage services.
6. All other fees, sales, rentals, charges, or costs imposed by the Concessionaire, however characterized, for use of any of the Center, or for goods or services Concessionaire provides at or from the Center.

6.8.2 Each Respondent may, in addition to completing and submitting **Form B**, submit on a separate schedule, an alternative Concession Fee proposal for the right to operate and manage the Center. The City may, however, in its sole discretion, reject any alternative Concession Fee proposal.

## 6.9 Capital Investments

6.9.1 Each Respondent must provide a capital investment plan with its Proposal. The City asks that Respondents consider the following possible capital improvements in the preparation of their capital investment plan submissions:

1. Renovate the driving range.
2. Replace the batting cages, or remove the batting cages and replace them with a new sports or recreation activity.
3. Renovate the miniature golf course, or replace the miniature golf course with a sports or recreation activity.
4. Renovate the indoor facility services, which include the pro shop and snack bar, or replace the indoor facility services with another service, such as a virtual golf center, restaurant, or special events space.
5. Repair the parking lot.
6. Address all drainage issues.
7. Improve the landscaping throughout the Center.
8. Repair and paint the interior and exterior of the building.

6.9.2 **Available Capital Funding.** As stated previously in Section 3.3.7 of this RFP, \$58,832 remains in a capital escrow account available for capital projects at Burholme Park Golf Center. The City intends to work with the Concessionaire to determine how to best use the capital escrow funds at the Center.

6.9.3 **Initial Capital Investment Plan.** Each Respondent must submit in its Proposal a plan that documents its proposed capital investment at the Center starting on the Commencement Date and during the Initial Term of the Concession Agreement (“**Initial Capital Investment Plan**”). The Initial Capital Investment Plan must include the following:

1. A description of the capital investment projects to be undertaken

and projected costs of those projects. Please see Section 6.9.1 for a list of projects the City encourages each Respondent to consider including in its Initial Capital Investment Plan.

2. A projected timetable for all capital investment projects. The timetable may provide approximate completion dates such as “first quarter 2012” for individual projects, or list or group projects in phases such as “Phase I Projects” and provide anticipated project phase completion dates. The City is particularly interested in knowing the capital investment projects that the Respondent will complete within the first six months of commencing operations. Those should be clearly identified on the Respondent’s schedule of Initial Capital Investment Plan projects.
3. Description of the sustainable and green practices that will be incorporated in the proposed capital improvement projects.
4. Description of the Respondent’s ideas to design aesthetically pleasing structures that blend with the surrounding park landscape.

6.9.4 Respondents should differentiate in their Proposals between equipment to be purchased as part of the Initial Capital Investment Plan versus personal expendable items. Personal expendable items, such as kitchen equipment and golf ball dispensing machines, are not considered capital items. Capital investment projects cannot include routine maintenance and repairs required to be performed in the normal course of management and operation of the Concession. For example, painting and repair of minor wear and tear is considered routine maintenance and would not be accepted by the City as capital investment. The City reserves the right to determine whether certain repairs, equipment and material purchases can be accepted as capital improvements. Personal expendable items not considered part of the Initial Capital Investment Plan remain the property of the Concessionaire. Each Respondent must list personal expendable items on a separate schedule in the Respondent’s Proposal under the category of “**Additional Investment.**”

#### **6.10 Pro-Forma Projection**

Each Respondent must include in its Proposal a ten-year pro-forma projection of its Gross Revenues by activities and the Concession Fees it will pay to the City under the Concession Agreement. The pro-forma projection must include explanations of the assumptions used in its formulation.

#### **6.11 Operating Plan**

6.11 All Proposals must include a detailed operating plan for management and

operation of the Center (“**Operating Plan**”). The Operating Plan is subject to the City’s written approval before the Concessionaire may implement it. At a minimum, the following must be included in a Respondent’s proposed Operating Plan:

- 6.11.1 A detailed description of how the Respondent, as Concessionaire, would manage and operate the Center, including, but not limited to: intended use of the Center, Operating Schedule, services to be provided, landscaping plans, maintenance, plans for deliveries and rubbish removal, cleaning schedules, staffing requirements, equipment needs, any plans to install energy efficient appliances that have the Energy Star seal of approval and or water conserving appliances, and any plans to use the “Green Seal” or other environmentally friendly products, methods or devices.
- 6.11.2 Food and beverage menu items and whether healthy food choices will be provided.
- 6.11.3 Merchandise to be sold.
- 6.11.4 Detailed list of all proposed prices and rates.
- 6.11.5 Business development and marketing plan for maximizing the number of patrons of the Center.
- 6.11.6 Scheduling and programs dedicated for youth sports and recreational programs.
- 6.11.7 Plans that demonstrate an awareness of the role of the Concession as an integral part of the surrounding community, and a commitment to cooperate with and support park administrators, park users, and the community. Each Respondent is encouraged to propose how it would incorporate community programming at the Center (e.g., youth outreach programs, discounted or free concession services, special programs and accommodations for senior citizens and persons with disabilities, and scholarships for youth in need). The City also encourages each Respondent to explain how it would cooperate with local school golf coaches and athletic directors to establish a schedule to accommodate school golf programs and other youth sports programs.
- 6.11.8 Identification of Respondent’s on-site management team and description of the team’s background and experience.



- 6.11.9 An estimated number of full-time and seasonal employees and positions the employees will fill in Concessionaire's management and operation of the Center.
- 6.11.10 The customer service standards Respondent deems necessary to enhance and maintain the satisfaction of patrons and the mechanisms the Respondent will employ to meet those standards. Respondent must also describe tools to be used to measure customer service satisfaction with the services Concessionaire offers under this Concession. The tools may include customer evaluations or survey forms. Further, each Respondent must explain how it would improve the quality of services offered if the above tools indicate a need to do so.
- 6.11.11 Safety procedures and precautions required for the operation of the Concession and safety of patrons. Safety procedures must include, but not be limited to, a detailed outline of maintenance schedules as well as applicable staff qualifications and certifications.
- 6.11.12 Security plan for the Center.
- 6.11.13 Plans to upgrade or test the performance of the irrigation equipment in order to maximize efficiency, eliminate uncontrolled releases of water from water retention structures, regularly check for and remedy leaks in a timely fashion, eliminate non-target watering, install part-circle irrigation heads where possible, recycle gray water and runoff, and schedule watering around peak evaporation times. Respondents are encouraged to describe any plans to employ water conservation methods in their proposals.
- 6.11.14 Description of any other requirements not mentioned in Section 3 of this RFP that are required to ensure the safe, sanitary and legal management and operation of the Center.
- 6.11.15 Respondents' Proposals must contain proposed days and hours of operation.

## **6.12 Support of Burholme Park**

Each Respondent is encouraged to proposed how it would support Burholme Park and the Ryerss Museum and Library, whether by financial contributions or otherwise.

### 6.13 Confidential Information

- 6.13.1 If a Respondent chooses to include in its Proposal material of a confidential nature, then the Respondent must mark the confidential material as noted below and explain why it is confidential. The City will exercise reasonable care to honor confidentiality requests, subject to Applicable Laws.
- 6.13.2 Each Respondent must identify the pages of its Proposal that contain confidential information by prominently marking those pages as explained below. Respondents are reminded that the mere designation of information as confidential does not necessarily make it so under Applicable Laws. The Pennsylvania Right to Know Act may require the City to disclose certain information regardless of whether the Respondent has designated it as confidential. The City recommends that each Respondent confer with legal counsel regarding the disclosure requirements of the Right to Know Act. Respondents should include the following notice in the front of each copy of their Proposal:

#### NOTICE

The information on pages \_\_\_\_\_ of this Proposal, identified by the words “**Confidential Proprietary Information**” in boldface type of at least 12 points in the top right-hand corner of each page, contains proprietary information that the Respondent desires not be disclosed. The Respondent requests that the confidential 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.

### 6.14 Objections

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

## **SECTION 7 – CONDITIONS REGARDING PROPOSALS; RESERVATION OF RIGHTS BY CITY; EFFECTIVENESS OF CONCESSION AGREEMENT**

### **7.1 Conditions Regarding Proposals**

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

- 7.1.1 The Respondent is fully responsible for all its costs associated with the development, preparation, and submission of its Proposal and all other materials it submits in response to this RFP. The City assumes no contractual or other obligations toward Respondent as a result of the issuance of this RFP, the preparation or submission of a Proposal by Respondent, the City's evaluation of Proposals, or the City's selection of a Respondent for further negotiations.
- 7.1.2 It is Respondent's responsibility to ensure that its Proposal is complete, accurate, and submitted by the Deadline for Submitting Proposals set forth on the cover page of this RFP.
- 7.1.3 Upon submission, Respondent's Proposal becomes the property of the City and will not be returned to the Respondent.
- 7.1.4 Respondent will promptly permit the City to inspect projects and facilities referred to in Respondent's statement of its Management Experience Qualifications and References.
- 7.1.5 Respondent will promptly provide additional information or more detailed information upon request by the City, including information inadvertently omitted by a Respondent.
- 7.1.6 Respondent will promptly send representatives for interviews with City officials when requested by the City.
- 7.1.7 Respondent's Proposal shall remain open for acceptance by the City and in full effect for at least 120 calendar days from the Deadline for Submitting Proposals set forth on the cover page of this RFP.
- 7.1.8 Respondent may not issue news releases (including, but not limited to, commercial advertising) pertaining to this RFP without prior, written approval of the City.
- 7.1.9 Respondent may withdraw or modify its Proposal at any time prior to the Deadline for Submitting Proposals by sending the City a written notice of withdrawal or by submitting the modification in writing, signed in the same manner and by the same person(s) who signed Respondent's initial

Proposal, to the address specified on the cover page of this RFP for submitting Proposals.

## **7.2 Reservation of Rights**

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

- 7.2.1 To reject any Proposal if, in the City's sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP, the Respondent does not meet the qualifications set forth in the RFP, or it is otherwise in the City's best interest to do so.
- 7.2.2 To reject all Proposals, or to postpone, cancel and reissue the RFP or not reissue the RFP if, in the City's sole judgment, it is in the City's best interest to do so.
- 7.2.3 To supplement, amend, or otherwise modify 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 sole judgment of the City, is not material to the Proposal.
- 7.2.5 To request that some or all of the Respondents clarify, modify or supplement their respective Proposals, including information inadvertently omitted.
- 7.2.6 To request interviews or oral presentations from one or more Respondents.
- 7.2.7 To request recent financial statements from a Respondent as a means of verifying its 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 City's reasonable discretion, are not material without informing other Respondents or permitting other Respondents to modify their respective Proposals, unless the City, in its sole discretion, determines that permitting other respondents to modify their Proposals is in the City's best interest.

### **7.3 Concession Agreement Effectiveness**

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

- 7.3.1 The Concession Agreement has been signed by the Respondent and approved by the City's legal counsel.
- 7.3.2 The Concession Agreement has been executed by the City.
- 7.3.3 The Respondent has submitted certificates of insurance in accordance with Section 4.4 of this RFP and **Appendix 7**.

### **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 but not limited to the rights reserved by the City, but except as provided in Section 6.14 of this RFP.

## **SECTION 8 – EVALUATION OF PROPOSALS**

### **8.1 Selection Committee**

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

### **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 in the industry or managing operations that are similar in size and nature to the Center.
  - 8.2.1.2 Proposed Concession Fee and Initial Capital Investment Plan.
  - 8.2.1.3 Financial capacity to perform the services required by this RFP and presented in the Respondent's Proposal.
  - 8.2.1.4 The proposed Operating Plan, including intended use of the Center and maintenance, quality and affordability of the

Concession to members of the public.

8.2.1.5 M/W/DSBE participating percentages.

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

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

### **8.3 Award of Concession Agreement**

The City will award the Concession Agreement to the Respondent whose proposal the City, in its sole discretion, determines best meets the goals of the City in issuing this RFP and is in the best interest of the City. For that reason, the City may not necessarily award the Concession Agreement to the Respondent offering the highest Concession Fee.

### **8.4 Amendments of Concession Agreement**

The City 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 pages follow.]*

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

This \_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
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)

\_\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

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

This \_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name and Title of Signer

\_\_\_\_\_  
Additional Authorized Signer (if applicable)

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

\_\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code



**APPENDIX 1**

**PARCEL MAP OF THE BURHOLME PARK GOLF CENTER**



- Driving Range
- Pro Shop and Snack Bar
- Miniature Golf
- Batting Cages
- Parking Lot

PHILADELPHIA  
**PARKS &  
RECREATION**

## Burholme Park Golf Center



0 125 250 500 Feet

1 inch = 171 feet

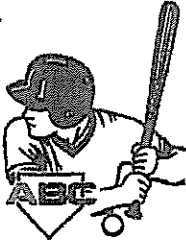
"Burholme Golf Center" 1/27/05 City of Philadelphia GIS Data Philadelphia, PA Philadelphia Parks & Recreation 2011 Using Aerials - 0.21 Resolution, CA, ESRI, Inc. 1989 - 2008

The City of Philadelphia does not warrant the accuracy or the design or the use of the data. This information was created for planning use, and the user is responsible for making any necessary adjustments to the data. The user is responsible for making any necessary adjustments to the data. This data is not designed to be used as a primary tool in planning, zoning, or in other decisions having public health, safety, or financial consequences.

**APPENDIX 2**

**ESTIMATE TO REPLACE THE BATTING CAGE EQUIPMENT**

# Order Number B74737-A



**AUTOMATED BATTING CAGES CORP.**  
8811 HUFF AVENUE NE  
SALEM, OR 97303

Telephone: 503/390-5714

**Customer 0683**

**Bill To:**

BURHOLME GOLF INC.  
401 W. COTTMAN STREET  
PHILADELPHIA, PA 19111-2121

**Ship To:**

BURHOLME GOLF INC.  
401 W. COTTMAN STREET  
PHILADELPHIA, PA 19111-2121

**THIS IS A BID/ESTIMATE**

| Date                  |      | Ship Via     |             | F.O.B.  |             | Terms                                 |          |
|-----------------------|------|--------------|-------------|---|-------------|---------------------------------------|----------|
| 07/14/10              |      | RDWAY PP&ADD |             | OREGON  |             | 50% DEPOSIT DUE/BALANCE UPON SHIPMENT |          |
| Purchase Order Number |      |              |             | Order Date  | Salesperson | Our Order Number                      |          |
| Verbal-Eddie          |      |              |             | 07/14/10  | DOUG        | None                                  |          |
| Quantity              |      |              | Item Number | Description                                       | Tax         | Unit Price                            | Amount   |
| Reg.                  | Ship | B.O.         |             |   |             |                                       |          |
| 6                     | 0    |              | 1500        | PITCHING MACHINE,<br>(PASTIME-BASEBALL)           | N           | 2195.00                               | 13170.00 |
| 2                     | 0    |              | 1501        | PITCHING MACHINE,<br>(PASTIME-SOFTBALL SLOWPITCH) | N           | 2195.00                               | 4390.00  |
| 1                     | 0    |              | 1502        | PITCHING MACHINE,<br>(PASTIME-SOFTBALL FASTPITCH) | N           | 2195.00                               | 2195.00  |
| 2                     | 0    |              | 330         | MOTOR, HOPPER (1LPP5)                             | N           | 330.00                                | 660.00   |
| 1                     | 0    |              | 315         | MOTOR, CONVEYOR (6K352)                           | N           | 525.00                                | 525.00   |
| 1                     | 0    |              | 340         | SHROUD, FIBERGLASS                                | N           | 245.00                                | 245.00   |
| 9                     | 0    |              | 183         | PINCH ROLLER ASSEMBLY (BB) (SB)                   | N           | 127.00                                | 1143.00  |
| 9                     | 0    |              | 411         | MOTOR, VIBRATOR                                   | N           | 50.00                                 | 450.00   |
| 9                     | 0    |              | 412         | BRACKET, VIBRATOR MOTOR MOUNT                     | N           | 12.00                                 | 108.00   |
| 3                     | 0    |              | 5075        | LIGHTBOX ASSEMBLY, WARNING PT-7<br>(SINGLE CAGE)  | N           | 795.00                                | 2385.00  |
| 3                     | 0    |              | 5076        | LIGHTBOX ASSEMBLY, WARNING PT-7D<br>(DUAL CAGE)   | N           | 895.00                                | 2685.00  |
| 6                     | 0    |              | 1020        | COIN BOX ASSEMBLY, 1.125 (CB1000)                 | N           | 365.00                                | 2190.00  |
| 1                     | 0    |              | 5000        | DISPLAY PANEL, PT-5 & ABOVE (NEW<br>PGM 10/01/06) | N           | 2800.00                               | 2800.00  |
| 7                     | 0    |              | MISC        | #96 Twine 2pc Stall Divider Net                   | N           | 345.00                                | 2415.00  |
|                       |      |              |             |   |             |                                       |          |
|                       |      |              |             |   |             |                                       |          |

(Continued)

Customer Original

Page 1

# Order Number B74737-A



**AUTOMATED BATTING CAGES CORP.**  
8811 HUFF AVENUE NE  
SALEM, OR 97303

Telephone: 503/390-5714

**Customer 0683**

**Bill To:**

BURHOLME GOLF INC.  
401 W. COTTMAN STREET  
PHILADELPHIA, PA 19111-2121

**Ship To:**

BURHOLME GOLF INC.  
401 W. COTTMAN STREET  
PHILADELPHIA, PA 19111-2121

**THIS IS A BID/ESTIMATE**

| Date                  |      | Ship Via     |   | F.O.B.     |             | Terms                                 |      |
|-----------------------|------|--------------|---|------------|-------------|---------------------------------------|------|
| 07/14/10              |      | RDWAY PP&ADD |   | OREGON     |             | 50% DEPOSIT DUE/BALANCE UPON SHIPMENT |      |
| Purchase Order Number |      |              |   | Order Date | Salesperson | Our Order Number                      |      |
| Verbal-Eddie          |      |              |   | 07/14/10   | DOUG        | None                                  |      |
| Quantity              |      | Item Number  | Description                                 | Tax        | Unit Price  | Amount                                |      |
| Reg.                  | Ship |              |   |            |             |                                       | B.O. |
| 1                     | 0    | MISC         | Over Hitting Stalls Net - Complete          | N          | 750.00      | 750.00                                |      |
| 1                     | 0    | MISC         | Machine Protector Net                       | N          | 575.00      | 575.00                                |      |
| 6                     | 0    | MISC         | Backstop Net #96 Twine                      | N          | 215.00      | 1290.00                               |      |
| 12                    | 0    | 508          | TWINE, NETTING (475 FT)                     | N          | 12.00       | 144.00                                |      |
| 1200                  | 0    | 499          | ROPE, BLACK 1/4"                            | N          | 0.20        | 240.00                                |      |
| 6                     | 0    | 502          | BACKSTOP, W/ROPE 3' X 4' (RUBBER)           | N          | 90.00       | 540.00                                |      |
| 1                     | 0    | 5003A        | SPLICE BOARD, PT-7                          | N          | 115.00      | 115.00                                |      |
| 1                     | 0    | MISC         | WARNING SIGN SET W/MOUNT<br>BRACKETS        | N          | 1020.00     | 1020.00                               |      |
| 1                     | 0    | 755          | SIGN, 24"X 36" MAIN WARNING (1Per<br>Range) | N          | 0.00        | 0.00                                  |      |
| 6                     | 0    | 818          | SIGN, 24"x36" PLAIN WARNING (1Per<br>Stall) | N          | 0.00        | 0.00                                  |      |
| 6                     | 0    | 760          | SIGN, "BASEBALL"                            | N          | 0.00        | 0.00                                  |      |
| 3                     | 0    | 765          | SIGN, "SOFTBALL"                            | N          | 0.00        | 0.00                                  |      |
| 4                     | 0    | 771          | SIGN, SLOW "RED"                            | N          | 0.00        | 0.00                                  |      |
| 2                     | 0    | 776          | SIGN, MEDIUM "RED"                          | N          | 0.00        | 0.00                                  |      |
| 3                     | 0    | 781          | SIGN, FAST "RED"                            | N          | 0.00        | 0.00                                  |      |
| 1                     | 0    | 786          | SIGN, VERY FAST "RED"                       | N          | 0.00        | 0.00                                  |      |
| 1                     | 0    | 790          | SIGN, "1"                                   | N          | 0.00        | 0.00                                  |      |
|                       |      |              |   |            |             |                                       |      |
|                       |      |              |   |            |             |                                       |      |
|                       |      |              |   |            |             |                                       |      |

Telephone: 503/390-5714

**Order Number B74737-A**

Customer 0683

**Bill To:**

BURHOLME GOLF INC.  
401 W. COTTMAN STREET  
PHILADELPHIA, PA 19111-2121

**Ship To:**

**BURHOLME GOLF INC.**  
**401 W. COTTMAN STREET**  
**PHILADELPHIA, PA 19111-2121**

**THIS IS A BID/ESTIMATE**

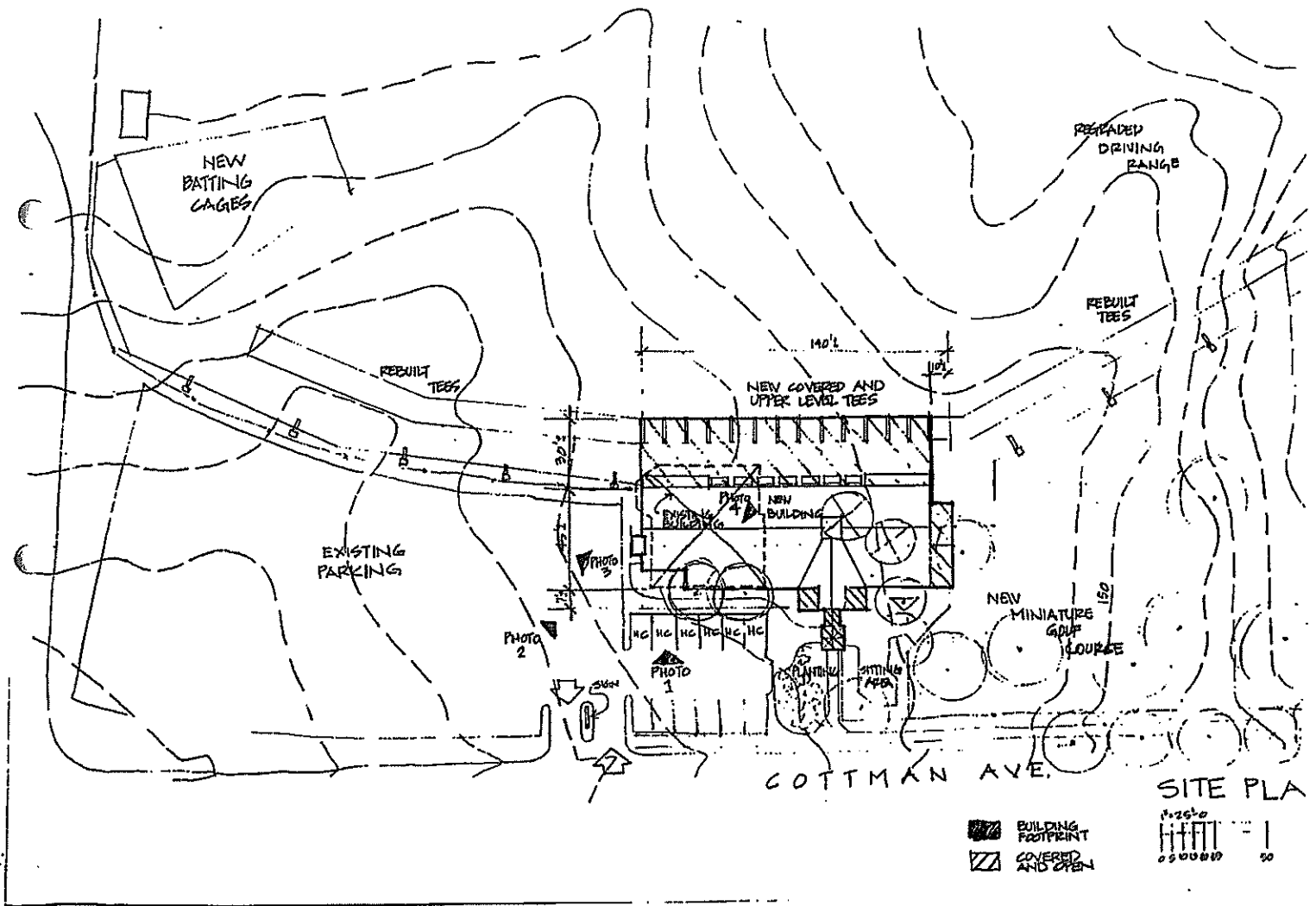
| Date  | Ship Via     | F.O.B.     | Terms                                 |  |     |            |         |
|---|--------------|------------|---------------------------------------|--|-----|------------|---------|
| 07/14/10  | RDWAY PP&ADD | OREGON     | 50% DEPOSIT DUE/BALANCE UPON SHIPMENT |  |     |            |         |
| Purchase Order Number   |              | Order Date | Salesperson                           | Our Order Number                           |     |            |         |
| Verbal-Eddie  |              | 07/14/10   | DOUG                                  | None                                       |     |            |         |
| Quantity  |              |            | Item Number                           | Description                                | Tax | Unit Price | Amount  |
| Req.  | Ship         | B.O.       |                                       |  |     |            |         |
| 1   | 0            |            | 792                                   | SIGN, "2"                                  | N   | 0.00       | 0.00    |
| 1   | 0            |            | 793                                   | SIGN, "3"                                  | N   | 0.00       | 0.00    |
| 1   | 0            |            | 794                                   | SIGN, "4"                                  | N   | 0.00       | 0.00    |
| 1   | 0            |            | 795                                   | SIGN, "5"                                  | N   | 0.00       | 0.00    |
| 1   | 0            |            | 796                                   | SIGN, "6"                                  | N   | 0.00       | 0.00    |
| 1   | 0            |            | 811                                   | SIGN, NO ONE UNDER 6                       | N   | 0.00       | 0.00    |
| 1   | 0            |            | 812                                   | SIGN, NO ONE UNDER 16                      | N   | 0.00       | 0.00    |
| 2   | 0            |            | 815                                   | SIGN, "OUT OF ORDER"                       | N   | 0.00       | 0.00    |
| 1   | 0            |            | 853                                   | DECAL, 8"X 11" "HELMET WARNING" (3 DECALS) | N   | 0.00       | 0.00    |
| 7   | 0            |            | 817                                   | SIGN, MOUNT BRACKET ASSY(24"X36")          | N   | 0.00       | 0.00    |
| 6   | 0            |            | 808                                   | SIGN, "FACE GUARD WARNING"                 | N   | 0.00       | 0.00    |
| 1   | 0            |            | MISC                                  | 3 DAY EQUIP/NET INSTALL-PRO INSTALL        | N   | 3200.00    | 3200.00 |
| THESE PRICES DO NOT INCLUDE YOUR STATE, LOCAL OR OTHER APPLICABLE SALES TAXES<br>OR ANY OTHER TAXES THAT MAY BE REQUIRED. PURCHASER IS RESPONSIBLE FOR ALL TAXES ASSOCIATED WITH THIS INVOICE AND MUST TAKE ALL STEPS REQUIRED TO PAY DIRECTLY ALL TAXES DUE. |              |            |                                       |  |     |            |         |
| Shipping Subtotal   |              |            |                                       |  |     | 2200.00    |         |
| Nontaxable Subtotal   |              |            |                                       |  |     | 43235.00   |         |
| Taxable Subtotal  |              |            |                                       |  |     | 0.00       |         |
| Tax   |              |            |                                       |  |     | 0.00       |         |
| Total Order   |              |            |                                       |  |     | 45435.00   |         |

**Customer Original**

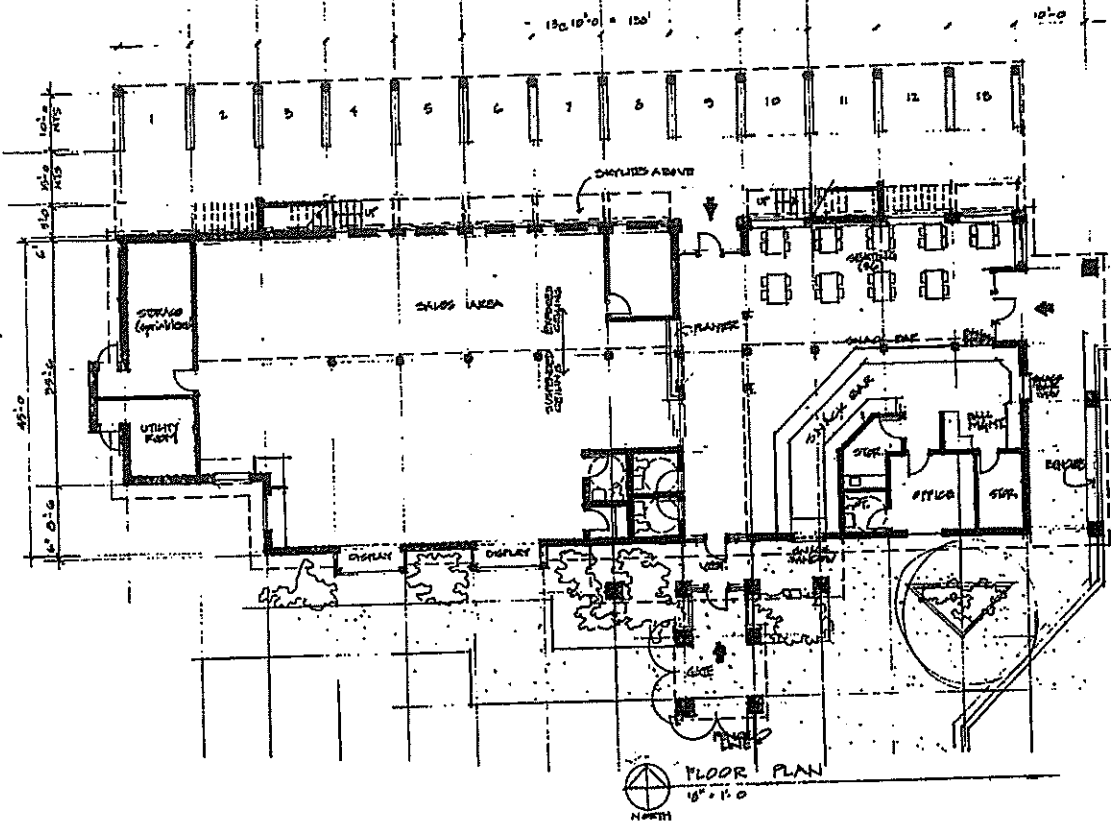
Total Order 454  
+ 3,180.45 tax? Page 3

**APPENDIX 3**

**1996 BUILDING PLANS OF THE BURHOLME PARK GOLF CENTER**





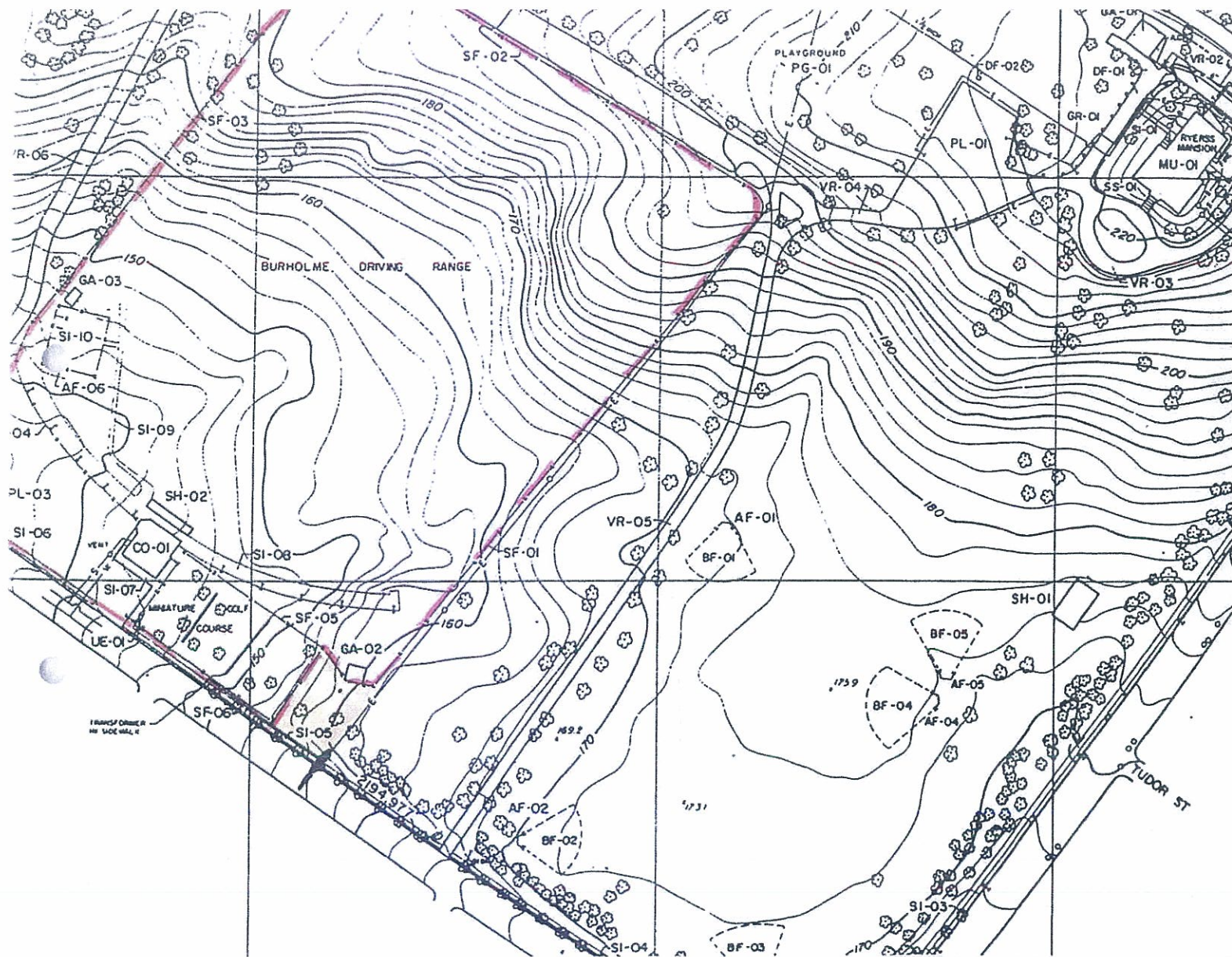


**GROSS AREAS**

|                   |                 |
|-------------------|-----------------|
| GOLF SALES        | 3391 GSF        |
| SALES/OFFICE      | 3151            |
| STORAGE           | 184             |
| GOLF CENTER       | 2707 GSF        |
| <b>TOTAL AREA</b> | <b>6093 GSF</b> |

**FLOOR PLAN**  
1/8" = 1'-0"

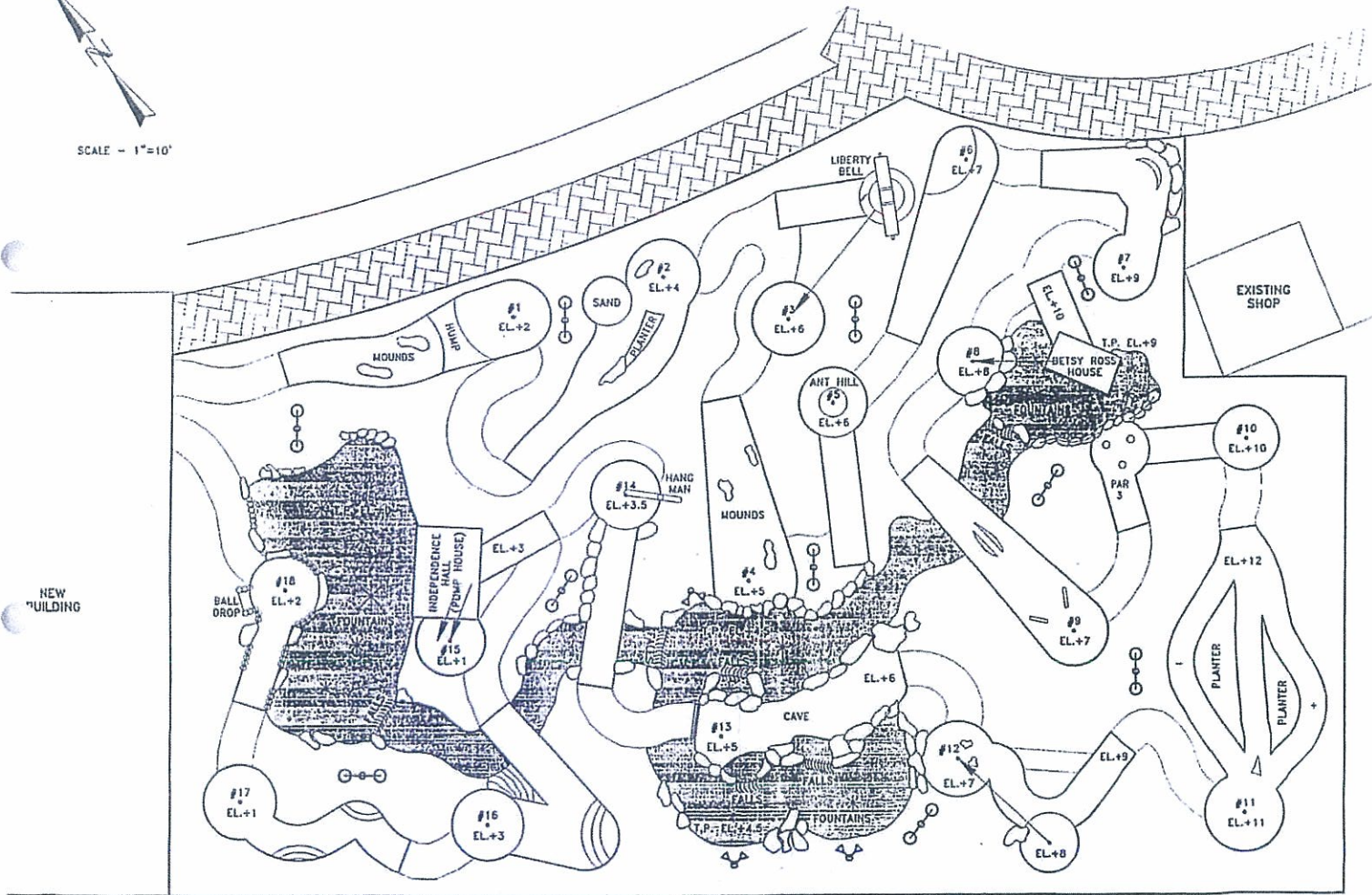
|   |  |   |                            |   |
|---|--|---|----------------------------|---|
| <b>BURKHOLME GOLF CENTER</b><br>Philadelphia, PA. |  | LESTER HOMESHOPPING ACQUISITION<br>342 Washington Road<br>Philadelphia, PA. 19119<br>215-542-5119 | DATE: 6-27-76<br>DRAWN BY: | 7 |
|   |  | CHECK BY:   | APPROVED BY:               |   |

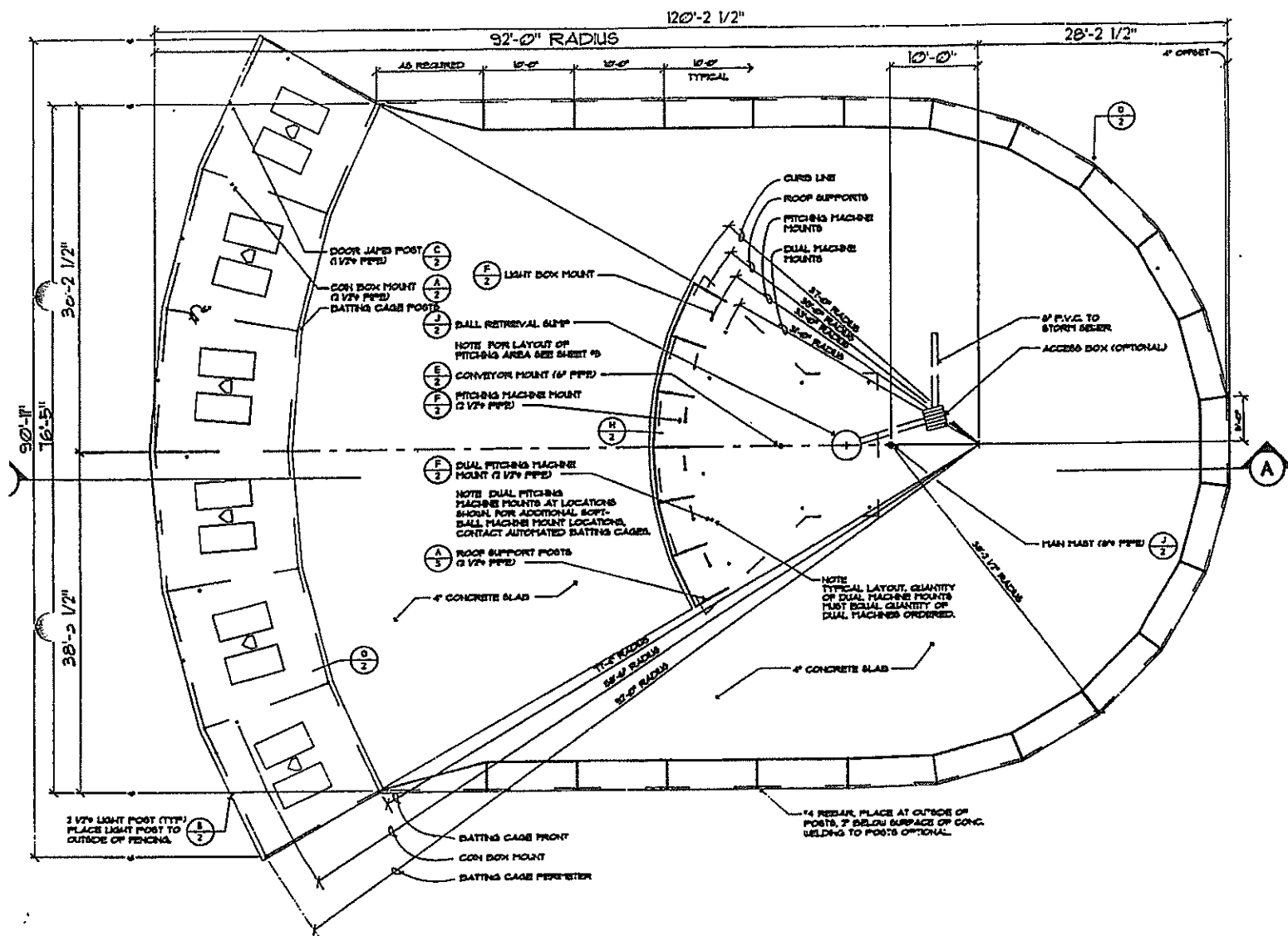






SCALE - 1"=10'





**APPENDIX 4**

**EQUIPMENT OWNED BY THE CURRENT CONCESSIONAIRE**

| Item No. | Equipment Description          | Manufacturer's Name | Model No.      | Comment                                 |
|----------|--------------------------------|---------------------|----------------|---|
| 1        | John Deere Gator 6x4           | John Deere          | jd-tx          | \$9,000.00 (651 hrs)                    |
| 2        | John Deere Gator 6x4           | John Deere          |                | \$2,000.00 (2,821 hrs)<br>with snowplow |
| 3        | Exmark Triton                  | Exmark              | Triton 66      | \$7,000.00 (295 hrs)                    |
| 4        | Ball Dispenser (17,000)        | Ezpicker            |                | \$1,700.00                              |
| 5        | Ball Dispenser (17,000)        | Ezpicker            |                | \$1,700.00                              |
| 6        | Ball Dispenser (15,000)        | Ezpicker            |                | \$1,500.00                              |
| 7        | Mower                          | Yard Machine        | 11A-A44E000    | \$100.00                                |
| 8        | Hedge trimmer                  | Weed Eater          | Excalibur 22   |   |
| 9        | Hedge trimmer                  | Stihl               |                | \$100.00                                |
| 10       | Weed Trimmer                   | Echo                | srm210         | \$100.00                                |
| 11       | Weed Trimmer                   | Stihl               | fs85           | \$100.00                                |
| 12       | Power Washer                   | Honda               | exhp2630       | \$100.00                                |
| 13       | Snow Blower                    | Toro                | PowerThrow 724 | \$300.00                                |
| 14       | Blower                         | RedMax              | eb6200-1       | \$100.00                                |
| 15       | Blower                         | Stihl               |                | \$100.00                                |
| 16       | Cash Register                  | Sanyo               | ECR-338        | \$200.00                                |
| 17       | Cash Register                  | Sanyo               | ECR-338        | \$200.00                                |
| 18       | Cash Register                  | Sharp               | XE-A401        | \$200.00                                |
| 19       | Cash Register                  | Sharp               | ER-A320        | \$200.00                                |
| 20       | Cash Register                  | Sharp               | ER-A320        | \$200.00                                |
| 21       | Soft Serve Ice Cream           | Taylor Crown        | 8756P-27       | \$9,000.00                              |
| 22       | Two Door Refrigerator          | True MFG.           | TS-49          | \$1,500.00                              |
| 23       | Cappuccino Machine             | Cecilware           | NB17A          | \$500.00                                |
| 24       | Stainless Prep Table 2 x 2-1/2 |                     |                | \$100.00                                |
| 25       | Stainless Prep Table 5 x 2     |                     |                | \$150.00                                |
| 26       | Stainless Prep Table 3 x 2-1/2 |                     |                | \$100.00                                |

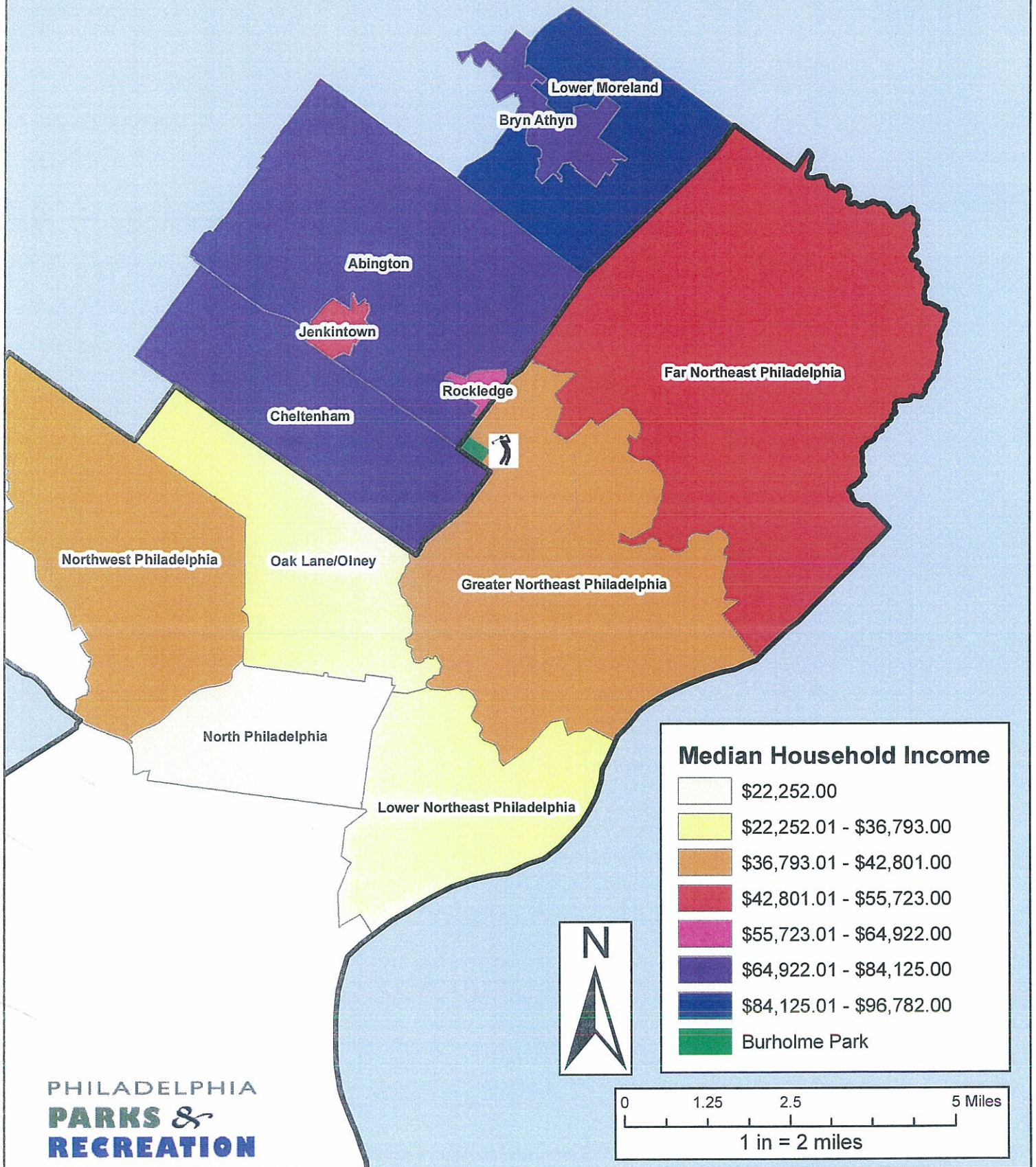
| Item No. | Equipment Description     | Manufacturer's Name          | Model No.   | Sold To                   |
|----------|---------------------------|------------------------------|-------------|---------------------------|
| 27       | Stainless Table 5 x 2-1/2 |                              |             | \$150.00                  |
| 28       | Ice Maker                 | Manitowoc                    | S400        | \$900.00                  |
| 29       | Freezer                   | Kenmore                      | 253 16582   | \$300.00                  |
| 30       | Coffee Maker              | Bunn                         | VP17-2      | N/A                       |
| 31       | Pizza Warmer              | Doyon                        | DRP3R       | N/A                       |
| 32       | Hot Dog Grill             | Star MFG. International Inc. | 45          | N/A                       |
| 33       | Freezer                   | Frigidaire                   | MFC 15M4FWI | N/A                       |
| 34       | Oven                      | Comstock-Castle              | PO18N       | N/A                       |
| 35       | Pretzel Display Case      | J&J Snack Foods              | 2000        | Property of Jack & Jill   |
| 36       | Water ice Case            | Jack & Jill                  |             | Property of Jack & Jill   |
| 37       | Novelty Ice Cream Case    | Jack & Jill                  |             | Property of Jack & Jill   |
| 38       | Fountain Soda Dispenser   | Pepsi                        |             | Property of Pepsi         |
| 39       | Range Balls (60,000)      | with "BURHOLME" logo         |             | \$21,000.00 (@ \$0.35/ea) |
| 40       | Club Sets (35)            | Apache R-Flex                |             | \$14,000.00 (@ \$400/set) |
| 41       | Club Sets (56)            | Samos R-Flex                 |             | \$11,200.00 (@ \$200/set) |
| 42       | Iron Sets (48)            | ProTec R-Flex                |             | \$9,600.00 (@ \$200/set)  |
| 43       |                           |                              |             |                           |
| 44       |                           |                              |             |                           |
| 45       |                           |                              |             |                           |
| 46       |                           |                              |             |                           |
| 47       |                           |                              |             |                           |
| 48       |                           |                              |             |                           |
| 49       |                           |                              |             |                           |
| 50       |                           |                              |             |                           |
| 51       |                           |                              |             |                           |
| 52       |                           |                              |             |                           |

**APPENDIX 5**

**MEDIAN HOUSEHOLD INCOME OF 5-MILE RADIUS SURROUNDING THE  
BURHOLME PARK GOLF CENTER**



# Median Household Income of 5 Mile Radius Surrounding Burholme Park, 2009



"Median Household Income of 5 Mile Radius Surrounding Burholme Park." 1:124,870, City of Philadelphia GIS Data, Philadelphia, PA, Philadelphia Parks & Recreation, 2011. Using ArcInfo v 9.3.1, Redlands, CA: ESRI, Inc. 1999 - 2009. The City of Philadelphia shall not be responsible for any decisions based upon the use of this data. This information was created for internal use, and while we make every attempt to keep it updated, we make no claim as to its accuracy or completeness. This data is not designed to be used as a primary tool in permitting, zoning, or in other decisions based solely on this information.

Source: U.S. Census Bureau, American Community Survey

**APPENDIX 6**

**PHILADELPHIA AREA DRIVING RANGES**



# PHILADELPHIA PARKS & RECREATION



## Philadelphia Area Driving Ranges

-  Burholme Park Golf Center
-  Area Driving Ranges
-  New Jersey Counties
-  Pennsylvania Counties



0 2 4 8 Miles

1 in = 3 miles

## APPENDIX 7

### INDEMNIFICATION, RELEASE AND INSURANCE

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

1. Workers' Compensation and Employers' Liability
  - a. Workers Compensation – Statutory Limits
  - b. Employers Liability:  
\$500,000 Each Accident - Bodily Injury by Accident;  
\$500,000 Each Employee - Bodily Injury by Disease;  
\$500,000 Policy limit - Bodily Injury by Disease;
  - c. Other states endorsement including Pennsylvania.
2. General Liability Insurance
  - a. Limits of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; and \$1,000,000 aggregate for products and completed operations.
  - b. Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability and broad form property damage (including completed operations); and explosion, collapse and underground hazards.
3. Automobile Liability
  - a. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage.
  - b. Coverage: owned, non-owned and hired vehicles.
4. Umbrella Liability Insurance at limits totaling \$5,000,000 per occurrence when combined with insurance required under (1), (2) and (3) above.

5. Liquor Liability  
Limit of Liability: \$2,000,000 per occurrence combined single limit for liability arising out of the manufacture, distribution, sale or service of alcoholic beverages, if applicable.
6. Professional Liability Insurance (for all architects and engineers)  
For any architectural and/or engineering services at a limit of \$1,000,000 with a deductible not to exceed \$50,000 covering error and omissions. This coverage may be written on a "claims-made" basis provided that coverage for occurrences happening during the performance of services required under the contract shall be maintained in full force and effect under the policy or "tail" coverage for a period of at least two (2) years after the completion of the services.
7. "All Risk" Property Insurance  
Covering all improvements, betterments, equipment, trade fixtures, merchandise, business personal property and any other property in Concessionaire's care, custody and control in an amount equal to the full replacement cost with no penalty for coinsurance, and with an endorsement naming the City as "loss payee".
8. Boiler and Machinery Insurance  
Against loss or damage from explosion, erupting, collapsing, exploding or mechanical breakdown of boilers or pressure vessels and all equipment parts thereof and appurtenances attached hereto the extent applicable to the premises.
9. Builder's Risk  
During any period of construction, including but not limited to any capital improvements, Concessionaire (or Concessionaire's general contractor or other Subcontractors) shall maintain "all risk" builder's risk insurance in an amount equal to the anticipated completion value of the project under construction. The coverage shall remain in full force and effect during any period of construction or improvements.

B. Concessionaire shall cause the City, its officials, officers, employees and agents, to be named additional insureds on all policies required under this RFP and the Concession Agreement except the Workers Compensation and Employer's Liability and Professional Liability Insurance. Concessionaire shall cause such policies to include an endorsement stating that the coverage afforded the additional insureds is primary to any other coverage available to them.

C. Concessionaire shall cause original certificates of insurance to be delivered to the City's Risk Manager at City of Philadelphia, Division of Risk Management, One Benjamin Franklin Parkway – 14<sup>th</sup> Floor, 1515 Arch Street, Philadelphia, PA 19102, within ten (10) days after the execution date of the Concession

Agreement and at least ten (10) days before each Renewal Term, if any. Concessionaire shall cause the actual endorsement adding the City as an additional insured to be also submitted to the City's Risk Manager at the above address.

D. The insurance requirements set forth in this Agreement do not modify, limit or reduce Concessionaire's indemnifications of the City under this RFP and the Concession Agreement and do not limit Concessionaire's liability under the Concession Agreement to the limits of the policies of insurance required to be maintained by Concessionaire.

E. Concessionaire shall not take out insurance of the kind and in the amounts provided for in this RFP and the Concession Agreement under any blanket insurance policy that covers other properties owned or operated by Concessionaire or its Related Companies.

F. Concessionaire shall cause all proceeds of property damage and Builder's Risk policies to be payable to the City to use the restoration or repair of the Facilities.

G. Concessionaire shall cause each policy of insurance required under this RFP and the Concession Agreement, except the Workers Compensation policy, to include a provision for a waiver of subrogation in favor of City.

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

I. From time to time, but not more than once each year, the City may, in its reasonable discretion, require the Concessionaire to obtain additional types and amounts of insurance, or either of them, than what Concessionaire is obligated to obtain and maintain under this RFP and the Concession Agreement.



## APPENDIX 8

**City of Philadelphia**  
**Office of Economic Opportunity**  
**Antidiscrimination Policy – Minority, Woman and Disabled Owned Business Enterprises**  
**Forms, Instructions, and Special Contract Provisions**

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The Concession Agreement is subject to the **Mayor’s Executive Orders 02-05 and 14-08**. The following instructions, forms and contract provisions, as well as Executive Orders 02-05 and 14-08 (copies of which may be obtained at the Office of Economic Opportunity) are hereby incorporated in and made a part of any contract resulting from the RFP.

Respondent is subject to the provisions of Mayoral Executive Orders 02-05 and 14-08 and is required to respond to the requirements specified in the RFP for participation by Minority Business Enterprises, Woman Business Enterprises and Disabled Business Enterprises as those terms are defined in Executive Orders 02-05 and 14-08.

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Under the authority of Executive Orders No. 02-05 and 14-08, the City of Philadelphia has established an antidiscrimination policy (“**Policy**”) relating to the participation of Minority (“**MBE**”), Woman (“**WBE**”) and Disabled (“**DSBE**”) Owned Business Enterprises in City contracts. Executive Order 14-08 disestablished the Minority Business Enterprise Council and transferred its administrative functions under Executive Order 02-05 to the Office of Economic Opportunity (“**OEO**”).

The purpose of the Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City’s antidiscrimination policy is applicable to this Notice of Contracting Opportunity (hereinafter, “**NOCO**”).<sup>1</sup>

The Office of Economic Opportunity has approved the following projected ranges of participation for this NOCO which serve as a guide in determining each Respondent’s responsibility:

|                    |   |                        |
|--------------------|---|------------------------|
| <b>MBE Ranges</b>  | - | <b><u>5% - 10%</u></b> |
|                    |   | <b>And/Or</b>          |
| <b>WBE Ranges</b>  | - | <b><u>5% - 10%</u></b> |
| <b>DSBE Ranges</b> | - | <b><u>0%</u></b>       |

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<sup>1</sup> The term “Notice of Contracting Opportunity,” shortened to the acronym “NOCO,” refers to the City’s contract solicitation documents and information posted on eContract Philly. Generally, these documents take the form of a Request for Proposals (RFP), Request for Qualifications (RFQ) or Request for Expression of Interest (RFI) and include any other document or information (for example, exhibits, appendices) related to the posting of the new contract opportunity.

These ranges represent the percentage of MBE, WBE and/or DSBE (collectively, “M/W/DSBE”) participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. The submission of a S & C Form (the “**S & C Form**”) and any supporting documentation (more fully discussed below) is an element of responsiveness to the NOCO and failure to submit the required information will result in rejection of the Respondent’s proposal.

Respondent hereby verifies that all forms, information and documentation submitted to the OEO are true and correct and is notified that the submission of false information by Respondent is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

#### **A. M/W/DSBE PARTICIPATION**

1. Only firms that are certified by an approved certifying agency<sup>2</sup> or identified in the OEO Certification Registry at the time of contract award will be credited toward the participation ranges on City contracts. An OEO Certification Registry is maintained by the OEO and is available online at [www.phila.gov/OEO/directory](http://www.phila.gov/OEO/directory). Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency may apply to the OEO for listing in its OEO Certification Registry. If Respondent or Respondent’s subcontractor(s) is certified by an approved certifying agency, a copy of that certification should be included with the Respondent’s proposal.

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

3. 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)

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<sup>2</sup> Approved certifying agencies are identified on the OEO webpage found at [www.phila.gov/OEO](http://www.phila.gov/OEO).



will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. Respondents will note with their submission which category, MBE or WBE or DSBE, is submitted for credit.

4. An MBE/WBE/DSBE submitting as the prime Respondent is required, like all other Respondents, to submit a proposal that is responsive to the Policy and will only receive credit toward the relevant participation ranges (e.g., MBE range or WBE range or DSBE range) for the amount of its own work or supply effort on this NOCO. In addition, the participation of an M/W/DSBE partner, as part of a joint venture created for the contract, may be credited towards the participation ranges only to the extent of the M/W/DSBE partner's ownership interest in the joint venture in accordance with the following criteria:

- The MBE, WBE or DSBE partner(s) must be identified in the OEO Registry prior to contract award;
- The M/W/DSBE partner(s) must derive substantial benefit from the arrangement;
- The M/W/DSBE partner(s) must be substantially involved in all phases of the contract including planning, staffing and daily management;
- The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interest, contributes working capital and other resources, etc).

5. M/W/DSBE subcontractors must perform at least twenty percent (20%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees.

6. In listing participation commitments on the S & C Form, Respondents are required to list a detailed description of the work or supply effort, the dollar amount of the quotation, and percentage of the contract the participation represents. In calculating the percentage amount, Respondents may apply the standard mathematical rules in rounding off numbers. The OEO reserves the right to request clarifying information from Respondents in the event of an inconsistency or ambiguity in the S & C Form.

## **B. RESPONSIVENESS**

1. A Respondent's proposal responsive to the Policy is one which contains documentary evidence of the M/W/DSBEs that have been solicited and that will be used by the Respondent on the contract, if awarded; where the Respondent's proposal satisfies the M/W/DSBE participation ranges for that contract, the Respondent is rebuttably presumed not to have discriminated in its selection of contract participants.

2. Respondents must submit documentary evidence of MBE, WBE and DSBEs who have been solicited and with whom commitments have been made in response to the participation ranges included in this NOCO. Failure to submit the S & C Form will result in the rejection of the Respondent's proposal as nonresponsive, although the City, at its

sole discretion, may allow Respondents to submit or amend the S & C Form at any time prior to award. The S & C Form must contain the following information:

- Documentation of all solicitations (regardless of whether commitments resulted therefrom) as well as all commitments made on the enclosed document entitled "Solicitation for Participation and Commitment Form". Respondents should only make actual solicitations of M/W/DSBEs whose work or materials are within the scope of this NOCO. Mass mailing of a general nature to M/W/DSBEs or similar methods will not be deemed solicitation, but rather will be treated as informational notification only. A reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes/subproposals. The Respondent's listing of a commitment with an M/W/DSBE constitutes a representation that the Respondent has made a legally binding commitment to contract with such firm, upon receipt of a contract award from the City.
- If the Respondent has entered into a joint venture with an MBE, WBE and/or DSBE partner, the Respondent is also required to submit along with the S & C Form, a document entitled "Joint Venture Eligibility Information Form," available at OEO, for the City's review and approval of the joint venture arrangement.

3. If Respondent does not fully meet each of the range(s) for participation established for this NOCO, Respondent must explain what efforts the Respondent made to achieve the M/W/DSBE participation ranges. Respondent must demonstrate, through the submission of documentary evidence, that it took all necessary steps and made reasonable efforts to achieve the M/W/DSBE participation ranges, even if these efforts were not fully successful. OEO will evaluate the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve M/W/DSBE participation commensurate with the ranges. Failure to submit the documentary evidence will result in rejection of the proposal as nonresponsive, although the City, at its sole discretion, may allow Respondents to submit or amend their evidentiary submission at any time prior to award. The submission shall contain and discuss, at a minimum, the following:

- Provide reasons for not committing with any MBE/WBE/DSBEs that submitted a quote/subproposal, regardless of whether the quote/subproposal was solicited by Respondent.
- Provide any additional evidence pertinent to Respondent's conduct relating to this NOCO including sufficient evidence which demonstrates to the OEO that Respondent has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing Respondent's efforts to achieve participation within the ranges, Respondent may submit any corroborating documentation (e.g., copies of advertisements for participation).

The Respondent's documentary evidence will be reviewed by the OEO to ascertain whether discrimination has occurred in the solicitation or selection of contract participants. The review will include consideration of the following:

- Whether the Respondent's actions were motivated by considerations of race or gender or disability. The OEO may investigate the Respondent's contracting activities and business practices on similar public and private sector contracts. For example, if Respondent rejects any M/W/DSBE based on price, Respondent must fully document its reasons for the rejection and also demonstrate that Respondent subjects non-M/W/DSBEs to the same pricing standards. OEO will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/W/DSBEs were treated as equally as other businesses in the solicitation and commitment process. For example, the OEO will investigate whether M/W/DSBEs are given the same information, access to the plans and requirements of the contract and given adequate amount of time to prepare a quote/subproposal as others who were solicited by Respondent. The OEO will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether Respondent short listed M/W/DSBEs for participation or solicited M/W/DSBEs at any pre-proposal meetings.
- Whether the Respondent's contracting decisions were based upon policies which disparately affect M/W/DSBEs. OEO will ascertain whether Respondent selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. OEO will consider whether Respondent employed policies which facilitate the participation of M/W/DSBEs on City contracts such as segmentation of the contract or prompt payment practices.

4. After review of the Respondent's submission and other information the OEO deems relevant to its evaluation, the OEO will make a written determination that will be forwarded to the awarding City Department.

- If the proposal is determined nonresponsive by the OEO, the Respondent will be notified and may file a written appeal with the OEO within forty-eight (48) hours of the date of notification. The decision of the OEO may be appealed in writing within forty-eight (48) hours of the date of the OEO's decision to the Chief Operating Officer of the Commerce Department or his/her designee whose decision shall be final.

### **C. RESPONSIBILITY**

1. Upon award, the completed S & C Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract. M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including amendments). Any

change in commitment, including but not limited to substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by the OEO.

2. The successful Respondent shall within twenty (20) business days of work performed by its M/W/DSBE subcontractors under the contract, deliver payment to its M/W/DSBE subcontractors for the work performed (including the supply of materials).

3. No privity of contract exists between the City and any M/W/DSBE subcontractor identified in any contract resulting from this NOCO. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Orders 2-05 and 14-08 or by reason of any contract resulting from the NOCO except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

4. If the OEO determines that the Respondent has discriminated against a M/W/DSBE at any time during the term of the contract, the OEO may recommend to the Director of Finance the imposition of sanctions on the Respondent including debarment of the Respondent from submitting and/or participating in future City contracts for a period of up to three (3) years.

#### **D. ACCESS TO INFORMATION**

1. The OEO shall have the right to make site visits to the Respondent's place of business and/or job site and obtain documents and information from any Respondent, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain Respondent's responsiveness and responsibility.

2. Failure to cooperate with the OEO in its review may result in a recommendation to terminate the contract.

#### **E. RECORDS AND REPORTS**

1. The successful Respondent shall maintain all books and records relating to its M/W/DSBE commitments (e.g. copies of quotations, subcontracts, joint venture agreement, correspondence, cancelled checks, invoices, telephone logs) for a period of at least three (3) years following acceptance of final payment. These records shall be made available for inspection by the OEO and/or other appropriate City officials. The successful Respondent agrees to submit reports and other documentation to the OEO as deemed necessary by the OEO to ascertain the successful Respondent's fulfillment of its M/W/DSBE commitments.

## **F. REMEDIES**

1. The successful Respondent's compliance with the requirements of Executive Orders 2-05 and 14-08, including the fulfillment of any M/W/DSBE commitments, is material to the contract. Any failure to comply with these requirements constitutes a substantial breach of the contract. It is further understood and agreed that in the event the City determines that the successful Respondent hereunder has failed to comply with these requirements the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies, as deemed applicable, which shall be deemed cumulative and concurrent:

- a. Withhold payment(s) or any part thereof until corrective action is taken.
- b. Terminate the contract, in whole or in part.
- c. Suspend the successful Respondent from proposing/bidding and/or participating in any future City contracts for a period of up to three (3) years.
- d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment shortfall. (NOTE: The "total dollar amount of the contract" shall mean the Concession Fee paid to the City.)

The remedies enumerated above are for the sole benefit of the City and City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City's rights in connection with any contract resulting from this NOCO nor shall it give rise to actions by any third parties including identified M/W/DSBE subcontractors.

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***Should you have any questions related to the Contract Provisions, please contact  
Rashid Henry, OEO at (215) 683-2079 or fax (215) 683-2085.***

***Please See Form A: Solicitation for Participation and Commitment Form***

**APPENDIX 9**

**SAMPLE REPORTING FORM FOR ACTIVITY RELATING TO  
PARTICIPATION OF MINORITY, WOMAN AND DISABLED OWNED  
BUSINESS ENTERPRISES**

**QUARTERLY M/W/DSBE REPORT  
POST AWARD COMPLIANCE REVIEW**

QUARTERLY PERIOD: \_\_\_\_\_ to \_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_

NAME OF  
CONCESSIONAIRE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

| NAME OF<br>SUBCONTRACTOR | SERVICE<br>PROVIDED | OEO CERT # | ORIGINAL CONTRACT<br>AMOUNT | PAYMENTS THIS<br>QUARTER | TOTAL PAYMENTS<br>TO DATE |
|--------------------------|---------------------|------------|-----------------------------|--------------------------|---------------------------|
|                          |                     |            |                             |                          |                           |
|                          |                     |            |                             |                          |                           |
|                          |                     |            |                             |                          |                           |
|                          |                     |            |                             |                          |                           |
|                          |                     |            |                             |                          |                           |
|                          |                     |            |                             |                          |                           |
|                          |                     |            |                             |                          |                           |
|                          |                     |            |                             |                          |                           |

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**FORM A**

**SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM**



**ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM**  
**Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises<sup>1</sup>**

| DEPARTMENT OF COMMERCE<br>OFFICE OF ECONOMIC OPPORTUNITY (OEO)  |  |                                       |  |                                 |         |                          |    |                                    |  |
|---|--|---------------------------------------|--|---------------------------------|---------|--------------------------|----|------------------------------------|--|
| <b>Bid Number or Proposal Title:</b><br>Burholme Park Golf Center RFP   |  |                                       |  | <b>Name of Bidder/Proposer:</b> |         |                          |    | <b>Bid/RFP Opening Date:</b>       |  |
| 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)<br>If No Commitment |  |
| Company Name<br><br>Address<br><br>Contact Person<br><br>Telephone Number      Fax Number<br><br>Email Address<br>OEO REGISTRY #    CERTIFYING AGENCY |  |                                       |  | By Phone                        | By Mail | Yes (if Yes, give date)  | NO |                                    |  |
|   |  |                                       |  | Quote Received                  |         | Amount Committed To      |    |                                    |  |
|   |  |                                       |  | YES*                            | NO      | Dollar Amount            |    |                                    |  |
|   |  |                                       |  |                                 |         | \$                       |    |                                    |  |
|   |  |                                       |  |                                 |         | 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)<br>If No Commitment |  |
| Company Name<br><br>Address<br><br>Contact Person<br><br>Telephone Number      Fax Number<br><br>Email Address<br>OEO REGISTRY #    CERTIFYING AGENCY |  |                                       |  | By Phone                        | By Mail | Yes (if Yes, give date)  | NO |                                    |  |
|   |  |                                       |  | Quote Received                  |         | Amount Committed To      |    |                                    |  |
|   |  |                                       |  | YES*                            | NO      | Dollar Amount            |    |                                    |  |
|   |  |                                       |  |                                 |         | \$                       |    |                                    |  |
|   |  |                                       |  |                                 |         | 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)<br>If No Commitment |  |
| Company Name<br><br>Address<br><br>Contact Person<br><br>Telephone Number      Fax Number<br><br>Email Address<br>OEO REGISTRY #    CERTIFYING AGENCY |  |                                       |  | By Phone                        | By Mail | Yes (if Yes, give date)  | NO |                                    |  |
|   |  |                                       |  | Quote Received                  |         | Amount Committed To      |    |                                    |  |
|   |  |                                       |  | YES*                            | NO      | Dollar Amount            |    |                                    |  |
|   |  |                                       |  |                                 |         | \$                       |    |                                    |  |
|   |  |                                       |  |                                 |         | 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.
- 09/2010

**FORM B**

**CONCESSION FEE PROPOSAL FORM**

Concession Fee (MAG and % of Gross Revenues) for operation, management and maintenance of the Center:

2012: \$ \_\_\_\_\_ plus \_\_\_\_\_ % of Gross Revenues.  
MAG

2013: \$ \_\_\_\_\_ plus \_\_\_\_\_ % of Gross Revenues.  
MAG

2014: \$ \_\_\_\_\_ plus \_\_\_\_\_ % of Gross Revenues.  
MAG

2015: \$ \_\_\_\_\_ plus \_\_\_\_\_ % of Gross Revenues.  
MAG

2016: \$ \_\_\_\_\_ plus \_\_\_\_\_ % of Gross Revenues.  
MAG

2017: \$ \_\_\_\_\_ plus \_\_\_\_\_ % of Gross Revenues.  
MAG

2018: \$ \_\_\_\_\_ plus \_\_\_\_\_ % of Gross Revenues.  
MAG

2019: \$ \_\_\_\_\_ plus \_\_\_\_\_ % of Gross Revenues.  
MAG

2020: \$ \_\_\_\_\_ plus \_\_\_\_\_ % of Gross Revenues.  
MAG

2021: \$ \_\_\_\_\_ plus \_\_\_\_\_ % of Gross Revenues.  
MAG

**City of Philadelphia  
Procurement Department**

**Addendum No. 1**

**Date: January 30, 2012**

**Concession RFP # C-102-12R**

**Deadline for Submitting Proposals: February 14, 2012**

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**NOTICE**

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**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.**

**PROPOSAL FOR**

**The Management and Operation of the  
Burholme Park Golf Center**

**RFP # C-102-12R**

**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.

**Part 1**

- 1.1. Any section of the RFP that contains the phrases "Licensed Premises" or "Licensed Space" is amended to replace those phrases with the word "Center".
- 1.2. Please see **Exhibit A.1** of this Addendum No.1 for a list of Pre-Proposal Meeting attendees who signed the meeting sign-in sheet.
- 1.3. The City believes that the information and data in this Addendum No. 1 is reliable, but the City does not represent or warrant that the information or data is accurate. Potential Respondents are encouraged to conduct their own investigations into any matter of concern to them about the Center, the RFP, the Concession Agreement, their Proposal, or this Addendum No. 1.

## **Part 2**

The “**Deadline for Submitting Proposals**” under the RFP is changed to 10:30 a.m., local time, February 14, 2012.

## **Part 3**

3.1 In accordance with the RFP, the City of Philadelphia conducted a mandatory Pre-Proposal Meeting and Tour on January 6, 2012. At the meeting, potential Respondents asked questions about the RFP. This Addendum No. 1 incorporates into the RFP the questions from the Pre-Proposal Meeting and Tour and any questions submitted to the City in writing after the meeting and tour, and the City’s written answer to each of those questions. Each of those questions and the City’s answer to them is set forth below.

**Question No. 1:** Do you have historical figures for the security deposit or the basis for determining the security deposit?

**City Answer:** The security deposit is a new requirement for operation of the Center under a concession agreement and, therefore, there are no historical figures for previous security deposits. For this Concession, the Concessionaire is required to pay a Security Deposit to the City equal to 25% of the highest year’s MAG offered in the Concessionaire’s Proposal. Please see Section 3.34 of the RFP for additional information about the Security Deposit.

**Question No. 2:** Does First Tee (which operates youth golfing programs) work in sport industries other than golf?

**City Answer:** No. More information on First Tee’s programs is available at First Tee’s website:  
<http://www.thefirstteephiladelphia.org/Club/Scripts/Home/home.asp>

**Question No. 3:** What kind of fixtures, if installed by the Concessionaire, could qualify as capital expenditures for purposes of the Concessionaire’s Initial Capital Investment Plan under Section 6.9.3 of the RFP?

**City Answer:** The City’s internal policy for classifying a City expenditure as a capital expense requires that the item to be acquired or constructed cost \$15,000 or more and have a useful life of 5 years or more. The City is providing this information only as a rough guideline for Respondents, and the City is not bound by that policy in considering a Respondent’s proposed expenditure on fixtures. The City may determine, for example, that an expenditure of less than \$15,000 qualifies as a capital expense for the Initial Capital Investment Plan, or that an expense in excess of that amount is not a capital expense.

The City reserves the right when reviewing the Concessionaire’s Final Plans and Specifications to determine whether the Concessionaire’s proposed new fixture is

capital in nature. The City will consider the useful life of a fixture, whether it directly serves the Concession, and the cost of the fixture, as well as whether the fixture is generally considered capital in nature.

**Question No. 4:** Can you provide the percentage of revenue paid into the previous concessionaire's capital escrow account and records of all deposits made into the same account?

**City Answer:** The previous concessionaire was required to deposit 5% of each month's driving range gross revenue into a capital escrow account. The previous concessionaire deposited \$121,351 into the account during the term of the concession.

**Question No. 5:** Will there be outside experts on the Selection Committee?

**City Answer:** No, but the City selected officials and staff with experience in the golf industry and in administering the Center concession.

**Question No. 6:** Are the last two rejected proposals from the previously issued RFP in 2011 available for review?

**City Answer:** In the first proposal, the MAG started at \$140,000 in the first year of operation and increased to \$217,185 in the final year of the Concession. From the first year to the final year of the Concession, the Gross Revenue Percentage Fee was 5% of Gross Revenues. The first proposal offered an Initial Capital Investment Plan of \$324,193.

In the second proposal, the MAG started at \$25,000 in the first year of operation and remained at that annual amount through the final year of the Concession. For the Gross Revenue Percentage Fee, the second proposal offered the following terms:

- a. 35% of primary revenue (defined as range ball sales, miniature golf sales and batting cage revenue) over \$300,000 and 50% over \$450,000 (increased by 1% each year) annually;
- b. 10% of other revenue (defined as gross food and beverage sales, merchandise sales and room rentals); and,
- c. 20% of golf lesson revenue (defined as individual lessons, golf clinics, and golf school revenue).

The second proposal offered an Initial Capital Investment Plan of \$236,417.

The City cautions Respondents not to view the amounts offered in the two previous proposals as either floors or ceilings for their own Proposals. As set forth in Section 8.2.1 of the RFP, the City will consider several factors in

selecting a Respondent to execute the Concession Agreement, and the City will consider the overall feasibility of a Respondent's Proposal.

**Question No. 7:** Does the Philadelphia 21<sup>st</sup> Century Minimum Wage and Benefits Standard apply to this Concession?

**City Answer:** The City cannot give a single answer to this question that applies to all potential Respondents. Whether the Concessionaire will be covered by the Philadelphia 21<sup>st</sup> Century Minimum Wage and Benefits Standard is governed by Philadelphia Code Section 17-1303(4) and other provisions in Philadelphia Code Chapter 17-1300. The City recommends that each Respondent consult with an attorney about whether the living wage regulations would apply to that Respondent as Concessionaire and, if they do, what the regulations require.

**Question No. 8:** What kinds of repairs are needed for the parking lot? Are there any drainage issues in the parking lot?

**City Answer:** The City does not believe that the parking lot requires extensive repairs. Nevertheless, repairs to the parking lot may include surface sealing, restriping, caulking cracks, and landscaping the perimeter of the lot. The City is not aware of any parking lot drainage issues.

**Question No. 9:** What's the amount of the monthly storm water assessment bill on the Center?

**City Answer:** The Philadelphia Water Department did not issue a monthly storm water assessment bill to the previous concessionaire.

**Question No. 10:** Is the Center subject to property or real estate taxes?

**City Answer:** No, the Center is not subject to property or real estate taxes.

**Question No. 11:** Is the Center subject to use and occupancy tax?

**City Answer:** Yes, the Center is subject to use and occupancy taxes. In 2011, the use and occupancy tax was \$904.00 per month.

**Question No. 12:** Can you explain how the business privilege tax is calculated? Is it based on square footage?

**City Answer:** The City's business privilege tax rate is calculated at 1.415 mills (1.415/1000) on gross receipts plus 6.45% on taxable net income, not the square footage of the facility from which the business operates. The City recommends that each Respondent confer with a financial advisor or attorney about the Respondent's potential liability for business privilege tax as the Concessionaire.

**Question No. 13:** Are there any other taxes or government fees that the Concessionaire will be required to pay?

**City Answer:** In addition to the costs and taxes mentioned in the City's responses to Questions No.9—12 of this Addendum No.1, the Concessionaire shall pay all utility costs to operate the Center. Please see Section 3.14 of the RFP for additional information on utility charges. The City urges Respondents to carefully review the entire RFP to determine other costs and expenses the Concessionaire will be required to pay under the Concession Agreement.

**Question No. 14:** Did the City obtain a "Phase 1" environmental report about Center?

**City Answer:** No. As stated in Section 4.8 of the RFP, the City makes no representation or warranty regarding the condition of the Center, and the City will make the Center available to the Concessionaire in the Center's AS IS condition.

**Question No. 15:** Does the City know whether the clubhouse has lead paint and asbestos?

**City Answer:** No, the City does not know. The clubhouse was built in 1996.

**Question No. 16:** How long will it take the Selection Committee to award the Concession?

**City Answer:** It will take the Selection Committee approximately 30 days from the Deadline for Submitting Proposals to select a Respondent for award of the Concession.

**Question No. 17:** Please explain the option to object to certain language in the RFP.

**City Answer:** Under Section 6.14 of the RFP, a Respondent may object to any provision in the RFP. A Respondent's objection must be stated in writing, must be stated in a separate section of the Proposal, must identify the specific provision and language of the RFP that the Respondent objects to, must state the Respondent's reason(s) for the objection, and must propose an alternative provision. Even if a Respondent objects to a provision of the RFP, if the provision requires Respondent to submit a form or other information, the Respondent must still respond to that provision in addition to stating its objection separately.

**Question No. 18:** Are there fuel storage tanks at the Center?

**City Answer:** No.

**Question No. 19:** Does the Center have a record of issues with Montgomery County or Cheltenham Township, including regarding utilities?

**City Answer:** The City is not aware of any issues between the Center and Montgomery County or Cheltenham Township. Water service at the Center is provided by Aqua America, Inc. through the Cheltenham Township water system.

**Question No. 20:** Who provides maintenance on Cottman Avenue?

**City Answer:** The City of Philadelphia maintains Cottman Avenue in front of the Center and westward until the Montgomery County line.

**Question No. 21:** Does the Center have a record of any Health Department or Fire Department violations?

**City Answer:** No.

**Question No. 22:** Could you provide the size of the driving range well pump and the well pump location and electrical source?

**City Answer:** The well pump is located underground, in the middle of the driving range. The breaker for the well pump is located in the clubhouse and is a triple type 40 amp, equaling 120 total amps. The City does not have available information on the well pump capacity. Respondents are free to contact the manufacturer of the pumping system, Rain Bird, to try to obtain information on the well pump's capacity. Please see **Exhibit A.2** for a photograph of the pump equipment.

**Question No. 23:** Who provides snow removal?

**City Answer:** The City plows snow on Cottman Avenue and the sidewalk along Cottman Avenue. The Concessionaire is responsible for snow removal at the Center, including the parking lot.

**Question No. 24:** Could you provide a report of any security breaches or vandalism that has occurred at the Center over the last two years?

**City Answer:** The City is not aware of any security breaches or incidents of vandalism at the Center over the last two years.

**Question No. 25:** Please provide a list of any local community groups in respect to Burholme Park.

**City Answer:** **Exhibit A.3** of this Addendum No.1 contains a list of local community groups within a mile radius of the Center. The list may not be complete.



**Question No. 26:** Please provide the City's interpretation for the Center's declining revenues.

**City Answer:** The City believes the Center's declining revenues result from several factors. The City believes the most important factors to be the current physical condition of the Center, insufficient marketing of the Center, and no outreach to the community to engage youth organizations and surrounding schools.

**Question No. 27:** Does the Concessionaire need approval to posts signs?

**City Answer:** The Concessionaire must obtain the prior, written approval of the Commissioner of the Department of Parks and Recreation (or the Commissioner's designee) to erect, hang, paint or otherwise create any sign or advertisement on the exterior of the Center (other than routine way finding signs). For additional information concerning signs, please see Section 3.21 of the RFP.

**Question No. 28:** Are corporate advertisements permitted?

**City Answer:** The Concessionaire shall not, without the prior, written approval of the Commissioner (or the Commissioner's designee), erect, hang, place, or display in, on or about the Center any utilitarian items, including but not limited to trash receptacles, that promote or advertise any product or brand other than the Center. Again, for additional information concerning signs, please see Section 3.21 of the RFP.

**Question No. 29:** Is the Concessionaire required to pay the City fees to post signs?

**City Answer:** No.

**Question No. 30:** Does the previous concessionaire have any outstanding fee payments to the City?

**City Answer:** No.

**Question No. 31:** Is the Concessionaire required to pay a percentage of gross receipts to the City? If so, what percentage of gross receipts is required to be paid to the City? What did the previous concessionaire pay to the City?

**City Answer:** Respondents are required to complete Form B of the RFP in order to indicate the percentage of Gross Revenues the Respondent would pay to the City if the Respondent is selected to be the Concessionaire. It is up to the Respondent to determine the percentage of Gross Revenues it would pay to the City.

In addition to completing Form B, however, Respondents may also submit a separate form showing its preferred, alternative method of calculating the Concession Fee that the Respondent, as Concessionaire, would pay to the City. The City in its sole discretion will determine whether to accept a Respondent's alternative Concession Fee proposal.

For the previous concessionaire's fee payments to the City, please see the last column of the table provided in Section 2.2 of the RFP. Also, the concession agreement between the City and previous concessionaire required the concessionaire to pay a monthly concession fee payment that was the greater of

- a. one-twelfth of the amount set forth in the far right column of the table, for the then-current year, or
- b. 15% of gross revenues for the then-current month.

**ADDENDUM NO. 1  
ACKNOWLEDGEMENT OF RECEIPT  
JANUARY 30, 2012**

**PHILADELPHIA DEPARTMENT OF PARKS AND RECREATION  
REQUEST FOR PROPOSALS FOR THE MANAGEMENT AND OPERATION OF THE  
BURHOLME PARK GOLF CENTER  
RFP C-102-12R**

I have carefully read Addendum No. 1 to the Request for Proposal for the Management and Operation of the Burholme Park Golf Center, and I certify that I have received all pages and exhibits listed in Addendum No. 1.

---

Name of Respondent

---

Signature of Individual or Authorized signer

---

Signature/Title of signer

Date

**EXHIBIT A.1**

**LIST OF ATTENDEES FOR THE PRE-PROPOSAL MEETING**

| Company Name                              | Contact Name           | Street Address                                       | City                           | State | Zip Code | Phone        | E-Mail                       |
|---|------------------------|--|--------------------------------|-------|----------|--------------|------------------------------|
| TED PEGARD                                | TED PEGARD             | —  | Phila.                         | PA    | —        | —            | —                            |
| Billy Casper Golf                         | ROB WALSTON            | 830 BOND RD<br>#350                                  | VIENNA                         | VA    | 22182    | 703 841 3338 | RWALSTON@BILLYCASPERGOLF.COM |
| .   | ABU RAHMAN             | 304 CROM CREEK<br>LN                                 | NEWTOWN SQ                     | PA    | 19073    | 610 249 6242 | aburahaman@comcast.net       |
|   | Rich Lahey             | 141 W. Bock Ave                                      | WILLOW                         | NY    | 05260    | 570-5755812  | RLC1@comcast.net             |
| Tri State                                 | John Krivich           | 101 W. Cheltenham                                    | <del>Phila</del> City of Phila | PA    | 19027    | 484-307-2400 | John Krivich@fintrunners.us  |
| INDEPENDENT CONSTRUCTION<br>SYSTEMS, INC. | Charles Ang            | 1301 N. DELAWARE<br>AVE. SUITE 500<br>PHILA PA 19105 | PHILA.                         | PA    | 19125    | 215-427-8700 | CCAng@comcast.net            |
| BQ GOLF                                   | JACK HUBBERT           | PO BOX 2093  | Phila                          | PA    | 19103    | 215 701 3125 | JACK@HUBBERT.CO              |
| TEES GOLF CLUB                            | PAUL TORNETTA<br>OWNER | 600 OAK ELMS<br>SUITE 100                            | CONSHOHOCKEN                   | Pa    | 19428    | 610 842-6984 | paul.tornetta@gmail.com      |

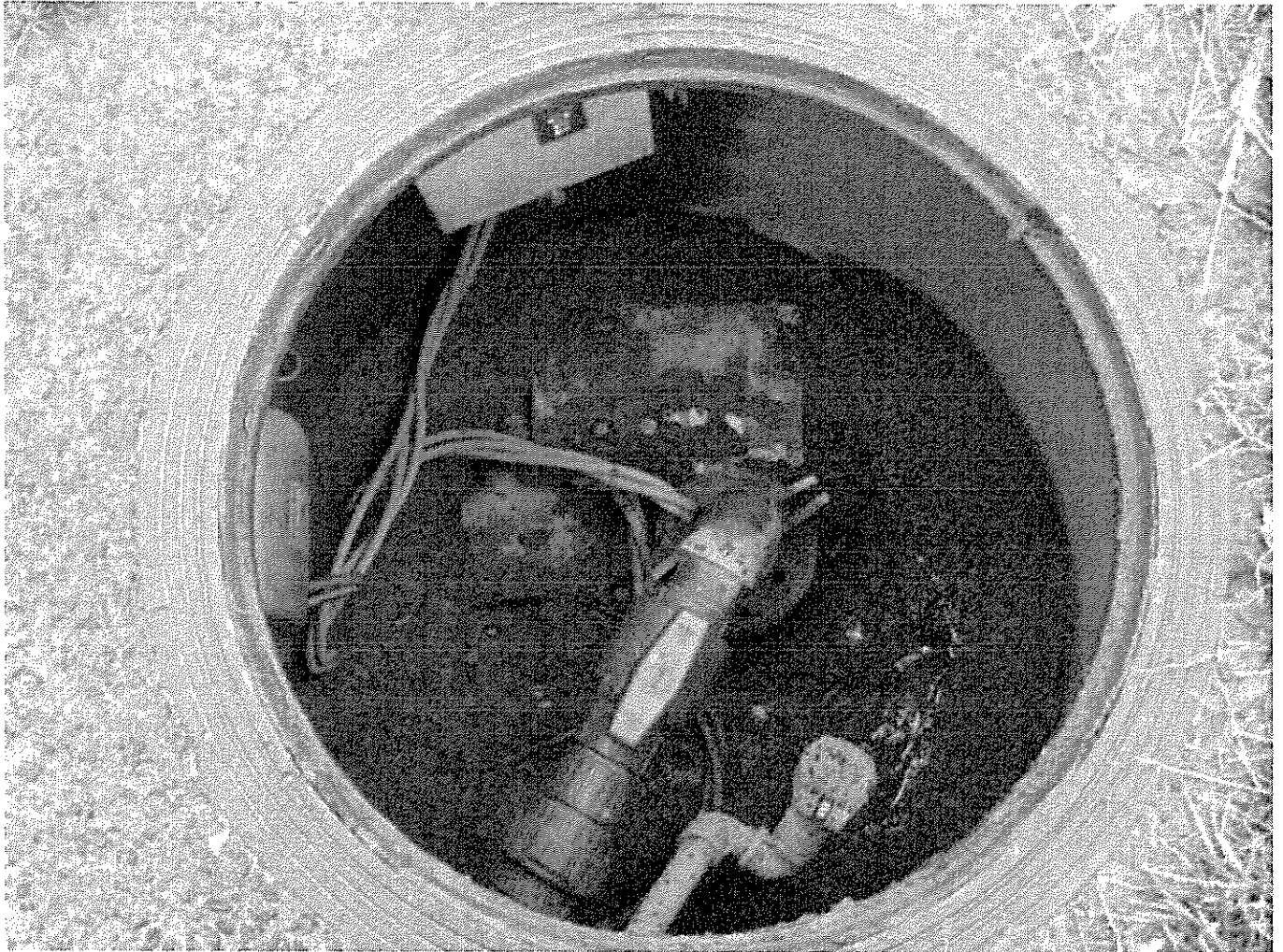
| Company Name                        | Contact Name                   | Street Address                  | City        | State | Zip Code | Phone        | E-Mail                       |
|-------------------------------------|--------------------------------|---------------------------------|-------------|-------|----------|--------------|------------------------------|
| Ironbush Construction               | Fahey Sulimulich               | 3831 Berry Ave                  | Drexel Hill | PA    | 19026    | 610-888-7492 | getbushstone@gmail.com       |
| Scotlandyere Sec                    | Hartford Jones for Omar Wilson | 19132<br>2243 W. Allegheny      | Phila       | PA    | 19132    | 215-430-0400 | Owlson 2243 D gmail.com      |
| IMPACT SERVICES                     | John McDaniel                  | 1952 E. Allegheny               | Phila       | PA    | 19134    | 215-840-8070 | JMCDANIEL@IMPACTSERVICES.ORG |
| Deer Creek Golf                     | Rick Lotz                      | 29 RT 31 S.<br>Pennwood NJ      |             |       |          | 215-350-7525 |                              |
| Buy Chase Golf                      | Steve Brady                    | 1017 12th Ave<br>Prospect Brook | Prospect    | PA    | 19076    | 302-985-7751 |                              |
| Pleasant Views<br><del>Bobcat</del> | B. baby Wilk                   | 1315 W. Walnut St<br>Ste 1624   | Phila       | PA    | 19107    | 267-784-4082 | Pleasant Views B 267.com     |
|                                     |                                |                                 |             |       |          |              |                              |
|                                     |                                |                                 |             |       |          |              |                              |

| Company Name                        | Contact Name           | Street Address         | City                  | State | Zip Code | Phone            | E-Mail  |
|-------------------------------------|------------------------|------------------------|-----------------------|-------|----------|------------------|---|
| Juniper Golf<br>Foundation          | Bryan Doran - Marshall | 391 E. Cayuga          | Phila                 | PA    | 19124    | 215-743-<br>4060 | *representing Bob Wheeler<br>brynd14@temple.edu |
| Juniata<br>6015                     | Ben<br>Henderson       | 1391 E Cayuga          | Phila                 | PA    | 19124    | 215-743-<br>4060 |   |
| Leslie - City of Phila<br>Henry CEO | Leslie Henry           | 1315 Arch<br>Rd. Phila | Phila                 | PA    | 19102    | 678-83-2079      | Leslie.henry@cityofphila.org                    |
| Burkholder Group Inc.               | Eddie Lora             | 1038 Old Ford Rd       | Montgomery<br>Village | PA    | 19006    | 267-367-<br>9600 | e12038@comcast.net                              |
|                                     |                        |                        |                       |       |          |                  |   |
|                                     |                        |                        |                       |       |          |                  |   |
|                                     |                        |                        |                       |       |          |                  |   |
|                                     |                        |                        |                       |       |          |                  |   |

**EXHIBIT A.2**

**DRIVING RANGE WELL PUMP**





**EXHIBIT A.3**

**COMMUNITY GROUPS WITHIN A MILE RADIUS OF THE CENTER**

| Resource Name  | Address                 | ZIP   |
|--|-------------------------|-------|
| Charles Carroll High School                          | 7431 Rockwell Ave.      | 19111 |
| Eddie Polec Soccer Camp                              | 8059 Pine Rd.           | 19111 |
| FOP Softball   | 7800 Dungan St.         | 19111 |
| Fox Chase Rec Center                                 | 7901 Ridgeway St.       | 19111 |
| Fox Chase Soccer Club                                | P.O. Box 24658          | 19111 |
| Fox Rok Athletic Association                         | 30 Robbins Ave          | 19046 |
| Fox Rok Athletic Association                         | 30 Robbins Ave.         | 19046 |
| Fraternal Order of Police                            | 7800 Dungan St.         | 19115 |
| Gibbons AA   | 7238 Tabor Ave.         | 19111 |
| Gibbons Police Athletic League                       | 6901 Rising Sun Ave.    | 19111 |
| Jardel Men's Softball League                         | 1400 Cottman Ave.       | 19111 |
| Loudenslager AA                                      | 710 St. Vincent St.     | 19111 |
| NEO  | 1400 Cottman Ave.       | 19111 |
| Rhawnhurst AA  | 202 Jarrett Ave.        | 19046 |
| St. Cecilia CYO                                      | 8429 Bridlo Rd.         | 19111 |
| District Three Advisory Council                      | 801 Hartel Street       | 19111 |
| Jardel Recreation Center Advisory Council            | 914 St. Vincent Street  | 19111 |
| Faith Tabernacle Church                              | 817 Rhawn St.           | 19111 |
| Fox Rok Athletic Association                         | P.O. Box 11433          | 19111 |
| Gibbons PAL  | 522 Arthur St.          | 19111 |
| NEO Inc. Soccer Club                                 | 806 Glenview St.        | 19111 |
| Women's Softball (C-2 Div)                           | 7427 Palmetto           | 19111 |
| Fox Chase Community Resource Development             | 362 Borbeck Ave.        |       |
| Burholme Civic Association                           | 7519 Lawndale St.       |       |
| Philadelphia Intercommunity Housing Corporation      | 800 Cottman Ave, #265 B |       |
| American Legion, Post 366                            | 7976 Oxford Ave         | 19111 |
| Upper Northwood Community Council                    | 814 Distton St.         |       |
| 4-H Club   | c/o Fox Chase Farm      | 19111 |
| American Legion, Corporal John Loudenslager Post 366 |                         |       |
| Birtheright (United Way Agency)                      |                         |       |
| Fire Station, Engine 56                              |                         |       |

| Resource Name  | Address  | ZIP   |
|--|--|-------|
| Boy Scout Troop 160  | c/o manuel Lutheran Church, 1013 Cottman Ave.      | 19111 |
| Boy Scout Troop 290  | St. Cecilia School                                 | 19111 |
| Burholme Community Town Watch and Civic Association            | c/o United Methodist Church of the Redeemer, Cottm | 19111 |
| Cub Scout Pack 290   | c/o St. Cecilia's Church                           | 19111 |
| CYO-Catholic Youth Organization St. Cecilia's Church           | c/o St. Cecilia Church, 535 Rhawn St               | 19111 |
| Fox Chase Homeowners Association                               | Philadelphia, Pa 19111                             | 19111 |
| Fox Chase Post Office  |  |       |
| Fox Chase Town Watch   | P.O.Box 56528                                      | 19111 |
| Friends of Fox Chase Library                                   | c/o Fox Chase Library, 501 Rhawn St.               | 19111 |
| Jeanes Hospital Thrift Shop                                    |  |       |
| Knights of Columbus - Assumpta Council                         |  |       |
| Northwood Civic Association                                    |  |       |
| Pilgrim Gardens Retirement Community                           |  |       |
| Police Athletic Assoc.-Gibbons PAL                             |  |       |
| Veterans of Foreign Wars                                       |  |       |
| Fox Chase Academics Plus School                                |  |       |
| Immanuel Lutheran School                                       | 1015 Cottman Avenue                                | 19111 |
| Kennedy C. Crossan School                                      | Bingham St. and Bleigh Ave.                        | 19111 |
| Northeast Preparatory School                                   |  |       |
| Crossan, Kennedy C. Elementary School                          | 7350 Bingham St.                                   | 19111 |
| Fox Chase Elementary School                                    | 500 Rhawn St.                                      | 19111 |
| Bethany Baptist Church   |  |       |
| Brazilian Baptist Church                                       | 460 Rhawn St.                                      | 19111 |
| Burholme Baptist Church  |  |       |
| Cheltenham Friends Meeting of the Religious Society of Friends |  |       |
| Fox Chase United Methodist Church                              |  |       |
| Holy Nativity Episcopal Church                                 | 205 Huntingdon Pike                                | 19046 |
| Immanuel Lutheran Church                                       |  |       |
| Memorial Presbyterian Church of Fox Chase                      |  |       |
| Portuguese Evangelical Church                                  |  |       |
| St. Cecilia's Roman Catholic Church                            |  |       |

| Resource Name                           | Address                   | ZIP   |
|---|---------------------------|-------|
| St. Timothy's Lutheran Church           |                           |       |
| Trinity Church Oxford                   |                           |       |
| United Methodist Church of the Redeemer |                           |       |
| United Methodist Church of the Redeemer | Lawndale & Cottman Avenue | 19111 |
| Gospel of Grace                         | 420 Tyson Ave.            | 19111 |



# **EXHIBIT B**

**to Concession Agreement  
between  
the City of Philadelphia  
and  
Burholme Golf & Family Entertainment Center, LLC**

## **Concessionaire's Proposal**

February 13, 2012

Burholme Park Golf and Family Entertainment Center, LLC  
1001 West Cheltenham Avenue, Suite 202  
Elkins Park, PA 19027

Mr. Robert Allen  
Mr. Mark Wilken  
Member of the Selection Committee  
Philadelphia Parks & Recreation  
One Parkway, 10th Floor  
1515 Arch Street  
Philadelphia, PA 19102

Dear Mr. Allen, Mr. Wilken and Members of the Committee:

We hereby submit our proposal for the Burholme Park Golf Center in the enclosed package. We believe that our proposal is unique in that it is not intended to continue the same type of program that has been unsuccessfully followed not only at Burholme Golf Center but also at other City owned golf courses and driving ranges – as will be shown by the photographs and user comments that are attached to our submission. We are proposing a change in the way that the Burholme Park Golf Center has been used in the past, as is reflected in the name of our enterprise – Burholme Park Golf and Family Entertainment Center, LLC.

We believe change will work to the benefit of the Burholme Park community as well as to the City of Philadelphia. We propose to actually invest in the Park, instead of milking it for a low-effort return as other operators have done at similar facilities. We want to transform the Burholme Park Golf Center from a run-down driving range to a thriving center of the community that will be the recreation and entertainment destination of the Burholme Park community.

Specifically, in addition to upgrading the driving range professionally-constructed target greens and bringing back the famous silver golf ball in the center of the range, we intend to replace the current pro shop area with a family-oriented dining restaurant/sports bar that will serve pub fare and healthy food items, plus offer flat-panel TV's for watching golf other sporting events. We intend to obtain a wine and beer license to accompany food served inside as well as designated outside areas. We would serve food and beverages at tables stationed behind the hitting stations.

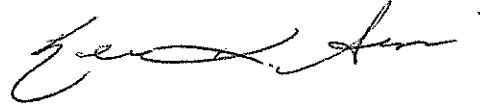
We believe that the miniature golf is underlit and underutilized for birthday parties. We will undertake community-anchored promotions to market the center as the ideal party place for kids and adults of all ages. We will renovate and expand the snack bar seating area so that it becomes a primary party and community gathering location.

We intend to hire from the neighborhood and we will support local youth athletic teams through sponsorships. We would encourage the local schools to use Burholme Golf Center as a practice facility and would offer discounts to schools and their students to encourage that use. Our affiliated golf professionals would be available to golf school programs for instruction and support.



We believe that our vision of the Burholme Park Golf Center will be a substantial benefit to both the community and to the City. For the community, we will provide an entertainment center for singles, young adults, seniors and entire families. For the City, we believe that our vision will substantially increase the revenue that will be achieved from this facility. We look forward to transforming the Burholme Park Golf Center in a way that will benefit everyone.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ken Sim', written in a cursive style.

Ken Sim  
Manager  
Burholme Park Golf and Family  
Entertainment Center , LLC

# Proposal for the Management and Operation of Burholme Park Golf Center

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*Submitted to the Philadelphia Department of Parks and Recreation  
Deadline: February 14, 2012, 10:30 a.m.*

*Burholme Golf and Family Entertainment Center, LLC  
1001 West Cheltenham Avenue, Suite 202  
Elkins Park, PA 19027*

#### **5.4 Description of Company, Organization and Personnel**

Burholme Golf and Family Entertainment Center, LLC is a newly-organized Pennsylvania enterprise (registered 10/17/2011) assembled by Ken Sim and John Kirincich to submit a proposal in response to this RFP. It has no affiliates.

Mr. Sim's golf and management experience is detailed in the section on management experience and qualifications, below. Mr. Kirincich's experience is in government and management and is also summarized below.

Joining Mr. Sim and Mr. Kirincich in this enterprise are Dok S. Yi, Barry Yaches and Shawn Lee. Mr. Yaches is the attorney for the LLC. Mr. Lee will participate in day-to-day management, as stated later in the proposal. Mr. Yi is a financial partner, providing substantial capital for the plans outlined in this proposal, who will not be involved in the management of the Center.

##### **5.4.4 Corporate structure and ownership**

The proposed concessionaire is:

Burholme Golf and Family Entertainment Center, LLC  
1001 West Cheltenham Avenue, Suite 202  
Elkins Park, PA 19027

The LLC has been formed specifically for this enterprise. It is owned by its members, Ken Sim, John Kirincich, Dok S. Yi, Barry Yaches and Shawn Lee.

##### **5.4.5 Names and Addresses of Owners and officers**

Ken Sim, Manager  
704 Daventry Lane  
Ambler, PA 19002

John Kirincich, Member  
61 Storm Jib Court  
Bayville, NJ 08721

Dok S. Yi, Member  
721 West Sedgley Avenue  
Philadelphia, PA 19140

Barry Yaches, Member  
400 Greenwood Avenue  
Wyncote, PA 19095

Shawn (Seung) Lee, Member  
145 Addison Lane  
Lansdale, PA 19446

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**5.4.6 EIN**

45-3612278

**5.4.8 Corporate documents and officers**

Please see Appendix D for the corporations listing and operating agreement for Burholme Golf and Family Entertainment Center, LLC.

Members:

- Ken Sim, Member and Chief Executive Manager
- John Kirincich, Member and Manager
- Dok. S. Yi, Member
- Barry Yaches, Member
- Shawn (Seung) Lee, Member

**5.4 Management Experience and Qualification accompanied by at least three references**

**5.4.1 Resumes/background of the principals**

**Ken Sim**

Ken Sim is the President of Burholme Golf and Family Entertainment Center, LLC, a company that was formed for this venture. Mr. Sim has extensive management experience along with a long history of experience as a serious golfer, and local reputation in the business of golf.

Mr. Sim graduated from the University of Pennsylvania with a bachelor of arts in 1993. From 1999-2003 he ran the operations of Northeast Contractor, Inc. in Fairfax County, VA. He managed over 200 employees involved with multiple projects. He has been engaged in the commercial brokerage business since 2002. He is President and CEO of New Star Realty and Investment, Inc. located in Elkins Park, PA. In this capacity he has been responsible for the operation of a real estate and business brokerage firm specializing in commercial transactions that has generated more than one hundred thirty million dollars in gross sales since 2004.

In addition to his work with New Star, Mr. Sim has served as President and Chairman of the Korean American Athletic Association, Philadelphia Region, since 2008. In this capacity, he organized and produced competitive events drawing the best Korean American athletes in the greater Philadelphia region, consisting of 120 athletes competing in 16 different sports. As a result of his success, he was unanimously elected for an additional two year term.

Mr. Sim is an accomplished golfer in his own right. He is a former Club Champion of Commonwealth National and is very active in The Golf Association of Philadelphia. Mr. Sim is also very informed about the business of golf course operations. Toward this end, he has spent endless hours consulting with Terry Tumolo, the general manager of Commonwealth National Golf Club and Patrick Shine, the director of golf operations at the club.

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Operating a golf range has been a longtime goal of Mr. Sim's. He has spent a great deal of time picking the brains of the owner/operators of TopGolf in Alexandria, Virginia, <http://topgolf.com/alexandria> a premier golf entertainment complex. Mr. Sim intends to apply the best applicable features of the TopGolf model and turn the Burholme Golf and Family Entertainment Center into a golf entertainment complex unlike any currently operating in the Philadelphia area.

Mr. Sim lives in Ambler with his wife and two children – his daughter Joy and young son Noah, also avid golfers.

John Kirincich

Mr. Kirincich focuses on business planning and financial matters for Burholme Golf and Family Entertainment Center LLC. He has extensive planning and management experience as Chief Operating Officer and Acting Chief of Staff for the Governor of Iowa, Chet Culver, and as Chief of Staff for U.S. Congressman Jim Marshall (GA). He has also run a multi-million dollar statewide political organization and innumerable multi-million dollar campaigns for Congress, U.S. Senate and Governor. Most recently he has performed due diligence and government relations consulting services in the private equity industry. He holds a B.A. from the University of Virginia and an M.P.S. from the Graduate School of Political Management, currently a school of the George Washington University.

Barry Yaches

Mr. Yaches is an attorney of long standing in the Philadelphia region and a partner in Baran & Yaches. He is also a longtime golf enthusiast. He raised his family in the area around Burholme Park, and currently lives in Jenkintown with his wife, Iris.

Dok S. Yi

Mr. Yi has been a prominent businessman in the Philadelphia area for over 30 years. He is President and CEO of White & Goldman, Inc., which distributes consumables to over 200 retail outlets throughout the region. He is also a director of Noah Bank, a local financial institution. Mr. Yi is a financial partner who will not be involved in the operations of Burholme.

Shawn Lee

Shawn Lee's background is referenced below under the section regarding management personnel.

5.4.9 References

The following are references for Ken Sim:

- Terry Tumoio, General Manager, Commonwealth Country Club (215) 672-4141
  - Kirby Martin, Director of Competitions, Golf Association of Philadelphia (GAP), (267) 421-9432
  - Jamie Fallis, owner, Precision One (contracting), (817) 478-7100
-

Further references for Mr. Sim, or for the other principals, are available upon request.

## 5.5 Completed Solicitation for Participation and Commitment Form

### *See S&C Form and bid documentation, attached as Appendix C*

In summary, we have received bids from Scotlandyard Security (security services), Leaks Construction (general contractor), Emerald Windows, and Innovative Construction Systems, Inc. (the original designer of the Burholme facility, specifically Charles Ang) which are attached to the S&C form, as required, in Appendix C. We intend to work with all four of these firms. In all cases their first offers were reasonable, and thus were accepted, which should serve as firm evidence of good-faith bargaining.

## 5.6 Financial Information

### *5.6.1 Financial statement and federal tax return*

As a newly-formed enterprise, Burholme Golf and Family Entertainment Center, LLC has no previous federal tax return.

### *5.6.1 Creditor references and loan history*

The principals have excellent credit in the community. None have ever failed to meet a loan obligation. The source of the capital to be invested the Center is cash from the bank accounts of financial partner Dok Yi; a verification of deposit (VOD) from Woori Bank is attached as Appendix E. ***We ask that the verification of deposit be kept confidential, as it contains personal information such as bank account numbers.*** Should the City require additional loan or credit history for some reason, we will be happy to provide it.

The initial \$750,000 commitment from Mr. Yi should be more than enough to fund the deposit required to be paid to the City, the acquisition of personal expendable items, the initial capital improvements planned for the first few quarters and one to two quarters of working capital. We are prepared to fund some of the initial expenditures from cash flow if need be as well.

### *5.6.2 Identify source of funds to be invested*

As his membership contribution to Burholme Golf and Family Entertainment Center, LLC, financial partner Dok Yi has agreed to lend the LLC up to \$750,000, as needed. Evidence of this commitment is contained in the LLC's operating agreement, attached in Appendix D.

## 5.7 Statement of understanding of the purpose of this RFP

### *Our vision for "Burholme Golf and Family Entertainment Center"*

#### *Our vision*

Most of the proposals you will receive probably seek to "tweak" the Burholme Park range – to cut a few costs, repair a few existing pieces of machinery, spread a little grass seed and chemicals, and eke out a

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little extra profit. That's what has been done for years at the City's golf facilities, as the Department knows all too well.

We seek to transform Burholme into a family destination. We are willing to "put our money where our mouth is" by making a real, sustained capital investment.

As members of this community with substantial business and golf experience, we're going all-in to create a place where "everybody knows your name", a thriving, multi-faceted community center that will attract anew the community patrons that Burholme has lost over the years. We believe that's the right approach to maximize revenues to both the City and ourselves, but also to add value to this community.

Our vision includes completely revamping the existing facility to add a full-service restaurant with offerings that cater to children, families and adults alike, as well renovating the current snack bar area as a venue for group outings and children's parties. We'll refresh and repair what needs fixing. We'll transform the range itself with the addition of properly-pitched target "greens". And we'll work toward bringing back the Big Golf Ball. Please, read on.

*What Burholme needs, or "Why Ddon't families go to Burholme any more?"*

We approach thinking about what Burholme Park needs from the standpoint of local community families and golfers, because that is what we are. We asked ourselves, "Why don't people go to at Burholme any more?" It was once a thriving range and a family destination. Sadly, that is no longer the case. We decided to survey other City golf facilities to see what could be done better.


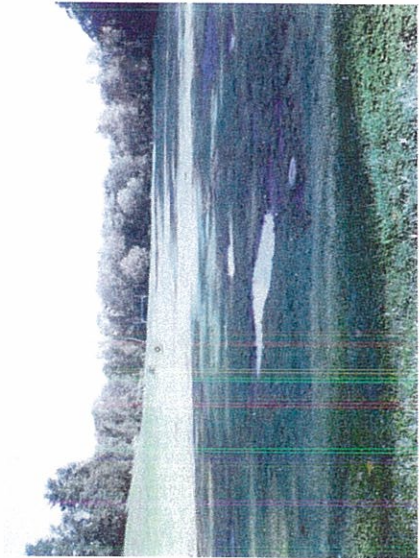
*What we found*

We knew Burholme Park was in the midst of a slow decline. We live and work nearby, so we had seen it happen. We count ourselves among its former patrons.

Our first thought was to visit the city's other golf ranges in the market (or those closely identified with a city course, such as Juniata) to see what they were doing right that Burholme was doing wrong. To our surprise, we discovered that, despite the Department's efforts to bring in new vendors, the City's properties were afflicted with neglect that so often plagues public facilities that have been turned over to private operators. None are what they could be. City Line, in particular, had declined far more than Burholme (which, in our opinion, has already declined more than it should have been allowed to).

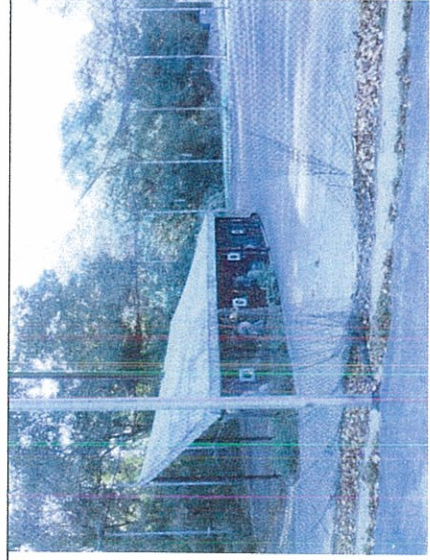

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Proposal for the Management and Operation of Burholme Park Golf Center  
Burholme Golf and Family Entertainment Center, LLC



| Golf Range   | Operator   | Operating since                          | Photos   | Rating/comments on Yelp  |
|--|--|--|--|--|
| <p data-bbox="332 1614 358 1879">City Line Sports Center</p>   <p data-bbox="1307 1593 1323 1879">This is actually the range itself</p> | <p data-bbox="332 1104 358 1297">Billy Casper Golf</p> | <p data-bbox="332 978 358 1037">2008</p> | <p data-bbox="332 585 391 774">Approximately 3 years</p> | <p data-bbox="332 298 358 491">2.5 out of 5 stars</p> <p data-bbox="397 222 542 491">Astro turf patches are reasonably new to hit from. First floor is the only area ok to hit from. The second level has a look of lack of up keep. The greens you hit into have sparse patches of grass. Lots of sand and concrete. And the mini golf course is even worse. Not taken care of well!</p> <p data-bbox="558 222 631 491">The sad thing is they are near by. If you are looking for a state for the art driving range, batting cages and miniature golf course, keep looking.</p> <p data-bbox="647 222 704 491">This place is definitely dated and hasn't really put any money into renovating or even the general upkeep.</p> |




**Burholme Golf and Family Entertainment Center, LLC**

|  |                          |             |                              |  |
|--|--------------------------|-------------|------------------------------|--|
|  <p>Batting cages: safety hazard and eyesore</p> <p>More pictures in Appendix A, unfortunately.</p> <p>Conclusion: A shameful mess. An embarrassment to the community. The Parks Department has not been well-served.</p> |                          |             |                              |  |
| <p>Cobbs Creek</p>    | <p>Billy Casper Golf</p> | <p>2008</p> | <p>Approximately 3 years</p> | <p><b>1.17 out of 5 stars</b></p> <p>Maybe they were giving an unsolicited discount due to the quality of the course, which was more brown than green?</p> <p>Things you'll need to golf at Cobbs creek ...</p> <p>Beer, lots and lots of beer. You'll need this to numb the pain - the pain created by your brain as it tries to find an ounce of logic as to why you just paid money for this.</p> <p>the course is in horrible shape (the rough is about a foot high and will eat any ball that veers slightly off the fairway).</p> <p>Billy Casper Golf Management started managing Cobb's Creek a couple of years ago. I have played here several times in the past, and I was hopeful</p> |

Proposal for the Management and Operation of Burholme Park Golf Center  
Burholme Golf and Family Entertainment Center, LLC

|  |                |      |                       |   |
|--|----------------|------|-----------------------|---|
|  <p>Conclusion: The grass has been cut, but that is about all. No effort has been put into improvements. Many complaints about condition of adjacent golf course.</p> |                |      |                       | <p>that Billy Casper would turn this place around. Unfortunately, it seems that all the new management did was put a bunch of personnel in light blue polo shirts and raise rates. They certainly did nothing to make the course any better. Seriously, there were four guys in blue polo shirts at the front desk. I have no idea what three of them did, as only one was taking payments.</p> <p>My impression is that course management, besides the fairways, does very little to maintain the course. It's a shame because the Olde Course could be a nice little track if it were given some care.</p> <p>Billy Casper Management maintains some 100 daily tee courses. It seems that their business plan consists of uniforming the staff and raising rates.</p> <p>But, the course is in terrible shape. The grass was completely clogged with clover and weeds, and very brown. The fairways were so dry and unkempt that when the ball hit, it would bounce and roll in completely unpredictable ways.</p> <p>I tried Cobbs once again. Course is in horrible shape as usual. This place is nothing but a waste of money.</p> |
| <p>Fishers Glen Driving Range<br/>(strong market linkage with Juniata Golf Course)</p>   | Myoong Soo Kim | 2007 | Approximately 4 years | <p><b>5 out of 5 stars (1 review)</b></p> <p>The driving range has an upper, lower, and sub-lower level to practice. What's great about this place is that it's family owned. The owner, Mr. Kim, is a very experienced golfer who taught me everything I know. I've been into golf for a year now and 80% of my shots are straight, and my drive is 200 yards average. The equipment needs an upgrade, for sure, but the quality in service is second to none. Come here if you want to improve your swings and enjoy great service.</p> <p><i>Other positive comments on a very active Facebook page can be viewed online. Search for "Fishers Glen Driving Range" on Facebook.</i></p>   |



|  |  |  |  |  |
|--|--|--|--|--|
|    |  |  |  |  |
| <p>Conclusion: This place is easy to miss, which is a hard problem to deal with. It is not a disaster, but it is aging infrastructure. They are trying hard but need capital improvements.</p> |  |  |  |  |

Full comments and additional, larger photos are included as Proposal Appendix A.

While our survey did not yield the fresh ideas we had hoped, it convinced us of three things. First, people appreciate tangible evidence that the necessary investment is being made to improve an aging facility. Second, the community is quick to sense the responsiveness of a local community-oriented operator makes. And therefore, third, the approach most large-scale operators take is short-sighted. No doubt there is a reliable, low-yield, low-effort profit in allowing an aging facility to slowly decline. The inevitable result of such an approach is the regrettable condition of the City Line Golf Range, which is so pockmarked as to resemble the surface of the moon; luckily or not, the standing water in the craters remind the patron that he or she is, indeed, still on Earth.<sup>1</sup> But there is another way.

Like any public asset, Burholme Park needs regular investment to thrive. We view it as a diamond in the rough (if you will pardon the pun) – one that can be re-cut and polished until it shines. With the City's and the community's cooperation, we believe we can make it sparkle. Imagine the combination of a community-oriented management and the capital needed to transform Burholme into what it can be. Simply put, we are willing to make a substantial investment in Burholme Park because we believe it can thrive as a destination for the community, resulting in far greater revenues for us and the City to share.

#### What we will repair and refresh

We will repair the batting cages, as we imagine most respondents will pledge to do. We will refresh the miniature golf course, repairing its broken water feature and other non-functioning items in the process. Obviously we will replace the aging mats and restore the upper golfing deck. We will refresh the entire interior of the existing building.

In addition, we will add the comprehensive set of targets patrons expect from a modern driving range – potentially to include the Big Golf Ball that Burholme Park Range has always been known for. We believe it is important to honor the Park's tradition as we rebuild it.

#### What we will build anew

What we expect will set our proposal apart is the additional facilities we are willing to invest in.

We plan to add a full-service casual dining restaurant/family-oriented sports bar that we believe this community would welcome with open arms. We would extensively renovate the existing building to create a modern dining facility, with a competitively-priced menu including both traditional pub fare and healthy food choices, plus numerous flat-panel displays for watching golf or other sporting events. We propose to acquire a license to serve beer and wine to accompany food served inside, as well as in designated outside areas. Like the more innovative modern golf ranges, we would serve food and beverages at tables stationed behind the hitting stations, so families or groups of friends could enjoy a more communal experience. We estimate that we could complete these improvements (using the current pro shop area) by January 1, 2013.

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<sup>1</sup> This may sound harsh, but it is fair. We visited City Line on several occasions over nearly a month's time to make sure this was not a fluke or an isolated occurrence (even though it was clear on first sight that such could not really be the case). The gouges and cratering on the range are widespread. They clearly just do not care.



In short, we would fundamentally expand the attractiveness of the Park, extending its basic appeal to entire families, and its basic uses to dining and community gatherings in addition to sports.

*How we will support the community*

As we have noted previously, we are members of this community. Not only have we given thought as to how the Park should integrate with the community in order to write this RFP, but we have an incentive to continue building our programs. It's what concerns us personally, and it's built into our strategy.

So we plan to offer free monthly youth golf clinics with PGA-trained golf pros during the golf season. We intend to sponsor neighborhood teams in every major sport (not just golf!) We will continue the morning and senior golf discounts. And, to promote the development of a sound mind along with a sound body, we will offer a free bucket of balls for any child who can show us a good report card. We are attracted to the more extensive program offered by The First Tee and plan to pursue a partnership with them if at all possible.

That's our broad vision. What follows are the details, in numbered sections that correspond to sections in the RFP.

*Understanding of legal requirements*

We have very carefully reviewed the specific provision of Section 3 and Section 5. We have attempted to incorporate those provisions into this proposal, and believe that our vision for Burholme Park Driving Range will not only be consistent with but would enhance the public purpose of Burhome Park as that purpose is set forth in the case of Estate of Robert W. Ryerss, Deceased. Put more specifically, it is our overriding intention that our facility be used "for the use and enjoyment of the people for ever."

Our backgrounds in business, sports and government provide us with both the expertise and acumen to fulfill the goals and objectives of the Burholme Park Golf Center. We have outlined our work plan and strategy in the body of this proposal.

**5.8 Completed Concession Fee Proposal Form**

See Form B, attached as "Proposal Appendix B". We also provide the following table in summary of our proposal:

- Initial MAG: \$150,000
- Annual MAG escalation (compounded annually): 5%
- Monthly Gross Revenue Percentage Fee: 10% sports revenues (driving range, miniature golf and batting cages) / 5% food and beverage (snack bar and restaurant).

Food and beverage – particularly the restaurant – is simply a much lower margin business, requiring a much greater level of staffing and consumables per dollar than the sports businesses.) Thus we have proposed a lower gross sales percentage.

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| Ten-Year Combined Concession Fee Projection |                       |                    |                        |                    |                    |                          |
|---|-----------------------|--------------------|------------------------|--------------------|--------------------|--------------------------|
| Year  | MAG                   | Sports Revenue     | Sports Revenue 10% Fee | F&B Revenue        | F&B Revenue 5% Fee | Total Concession Payment |
| 2012  | \$150,000.00          | \$380,000          | \$38,000               | \$25,000           | \$1,250            | \$189,250                |
| 2013  | \$157,500.00          | \$441,400          | \$44,140               | \$549,500          | \$27,475           | \$229,115                |
| 2014  | \$165,375.00          | \$492,734          | \$49,273               | \$657,335          | \$32,867           | \$247,515                |
| 2015  | \$173,644.75          | \$603,162          | \$60,316               | \$754,269          | \$37,713           | \$271,673                |
| 2016  | \$182,326.94          | \$632,657          | \$63,266               | \$827,974          | \$41,399           | \$286,990                |
| 2017  | \$191,442.23          | \$663,660          | \$66,366               | \$874,778          | \$43,739           | \$301,547                |
| 2018  | \$201,014.35          | \$773,222          | \$77,322               | \$924,229          | \$46,211           | \$324,548                |
| 2019  | \$211,065.06          | \$811,563          | \$81,156               | \$976,476          | \$48,824           | \$341,045                |
| 2020  | \$221,618.32          | \$851,877          | \$85,188               | \$1,031,678        | \$51,584           | \$358,390                |
| 2021  | \$232,699.23          | \$984,150          | \$98,415               | \$1,090,000        | \$54,500           | \$385,614                |
| <b>10-Year Total</b>                        | <b>\$1,886,684.88</b> | <b>\$6,634,424</b> | <b>\$663,442</b>       | <b>\$7,711,239</b> | <b>\$385,562</b>   | <b>\$2,935,688</b>       |

Because we propose to invest significant capital, resulting in far higher revenue projections, our plan would result in a greater initial base and a greater annual increase in revenues than would be possible for a plan that left the facility in its current form. We have been conservative in our projections for existing lines of business; less conservative projections would result in even greater increases. In fact, our plan to make Burholme Golf and Family Entertainment Center a community “destination” should result in greater legitimate increases in all facilities than any status-quo plan.

## 5.9 Initial Capital Investment Plan

### 5.9.2 (1) Description and 5.9.2 (2) Projected Timetable

#### ***Restoring and improving the miniature golf course (immediate)***

Our budget initial capital improvements schedule includes \$53,292 to renovate the miniature golf course (as well as \$10,000 to light the golf course and improve lighting in the parking lot). That’s a matter of both safety and attractiveness that must come first. We have allowed \$8,000 to repair or replace the water pump that powers the water feature, and to make any needed repairs to the associated system (which are impossible to detect until the pump itself is in working order). In addition, we will replace the aging props (Independence Hall, Betsy Ross house and Liberty Bell models) with more modern features that will appeal to children (\$15,000); repair the fences and enhance general landscaping (\$6,000); and repair the cracked scenery rocks and other masonry (\$3,000). Finally, we will create carved stone markers to designate hole numbers (\$4,500). As a future capital investment, we foresee replacing the greens carpeting in the next two to three years (\$16,792 in today’s dollars).

#### ***Main building renovation (family-oriented sports bar and snack bar/mini-golf party area – 2012-2013)***

We plan an extensive renovation of the existing facility, inside and out. The current pro shop space would be converted into a family-oriented sports-bar-style restaurant, with indoor seating for



approximately 75. Four-top tables behind each of the enclosed outdoor stalls could seat up to an additional 52 people. We will upgrade the front bay windows and expand the windows of the rear wall, adding light and openness that will allow patrons to look out over the driving range. The current snack bar would be refurbished with new seating and finishes, so that it would be a suitable children's party area with seating for 40. New, larger bathrooms, built to ADA standards, would be accessible from the range or the restaurant via a connecting hallway. The *initial* capital improvements to the building and parking lot alone total an estimated \$452,461, not including an additional \$16,500 to replace the roof in future years.

Our hope is that the restaurant will prove popular enough to justify expansion. We have sketched out plans to add a roof to shelter the outdoor hitting stations, add a roof over the upstairs hitting stations, and even to enclose and finish the upstairs, using walls between the existing stalls to structure dining booths; for the rear wall we would use glass, putting the view of the driving range to its best use. We stand ready to do any or all of those if demand exists in the community. (See roofline sketches in Proposal Appendix F).

One reason the upstairs golf stalls have not been open is the fear of liability if a patron were to slip off the edge of the roof. We plan to mitigate such a possibility by adding a weight-bearing platform extending off the edge of the roof (\$10,000).

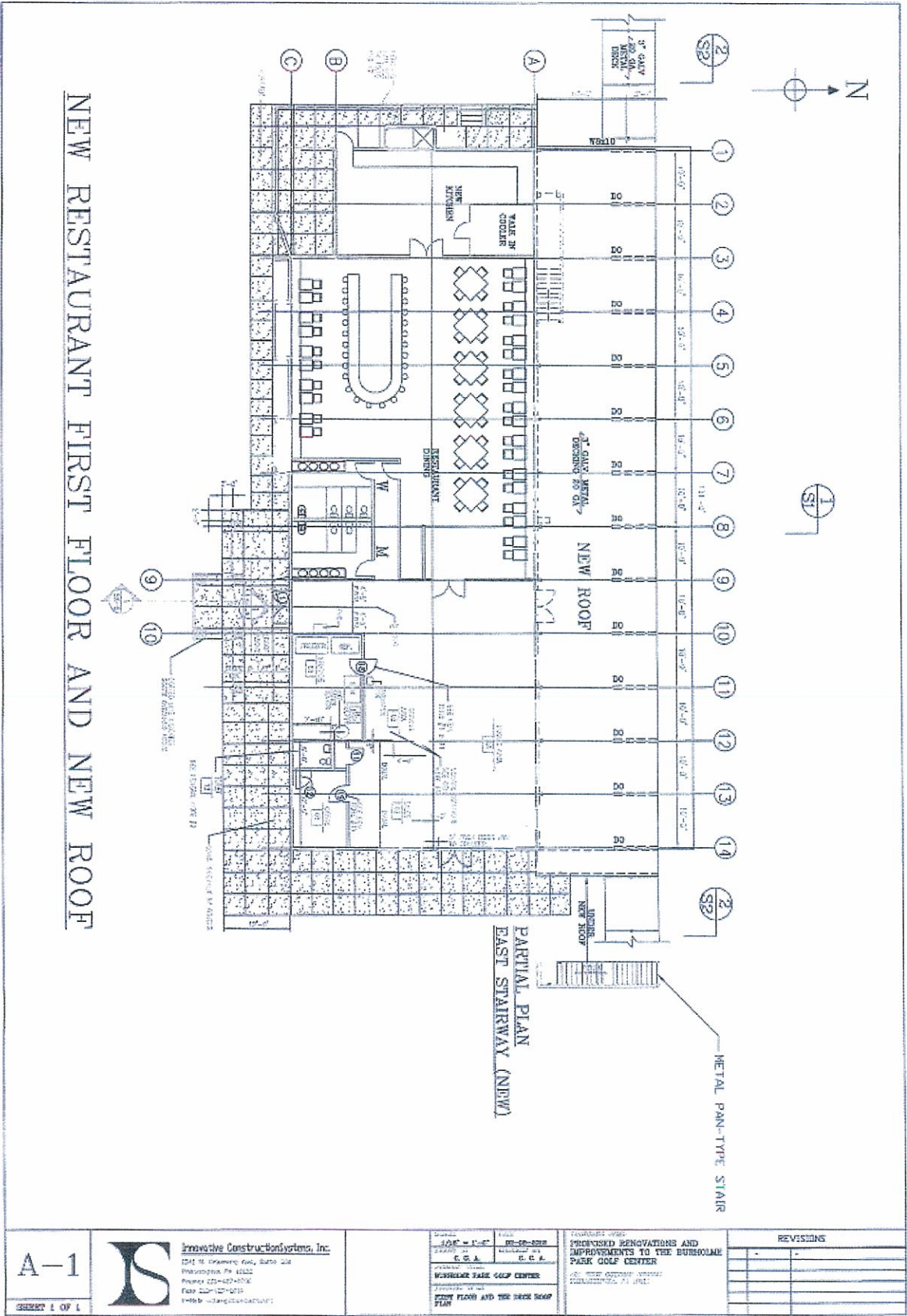
We would install an expanded security camera system (as further detailed in the security plans in a later section – \$6,998).

We will replace one HVAC unit immediately, in addition to adding ductwork and controls to service the more active use of a restaurant (\$30,000).

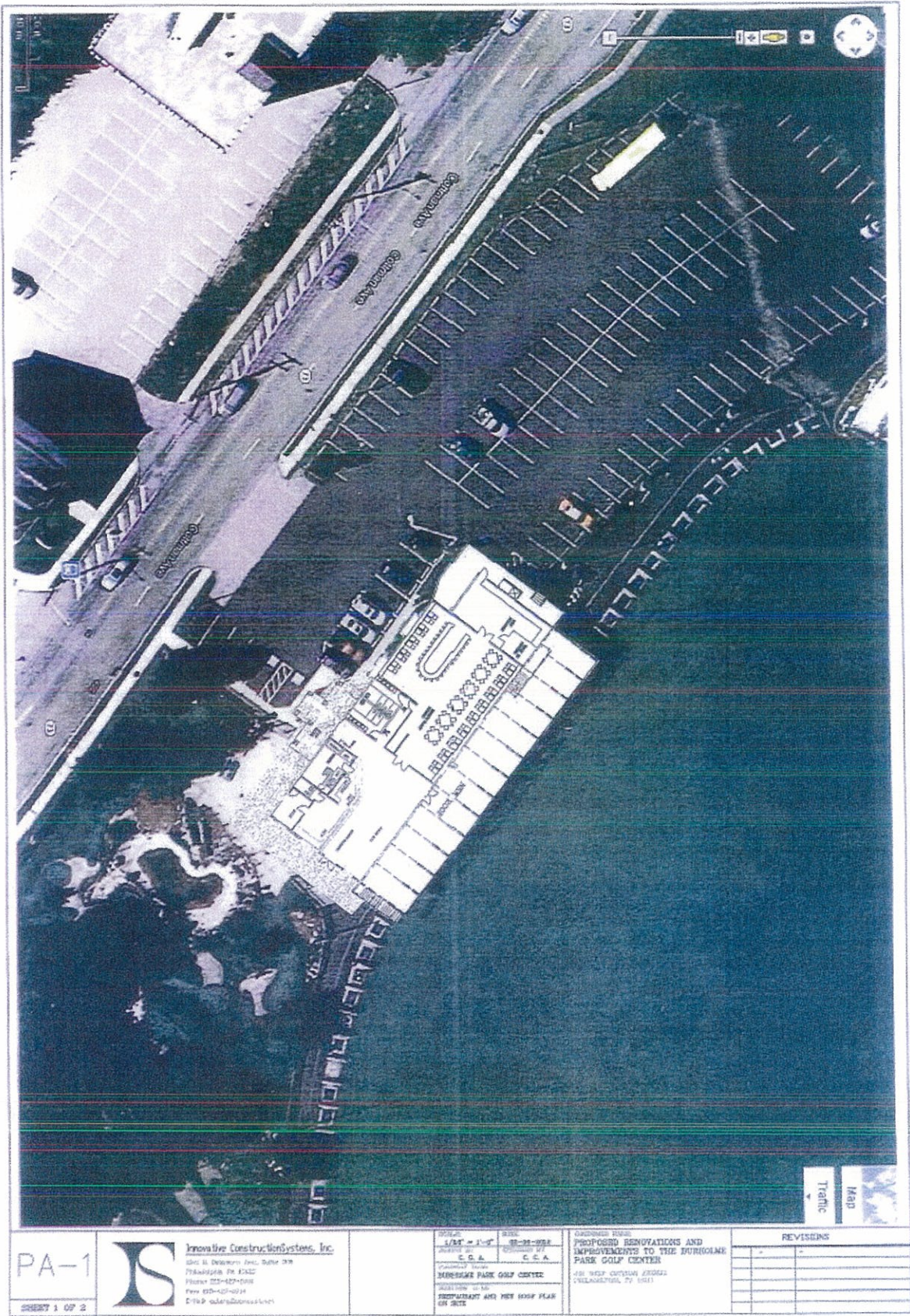
We would give the exterior of the building a facelift, painting the structure, and replacing the exterior wood paneling, aluminum trim and gutters immediately. We anticipate installing a new roof in another five to six years. A restaurant layout, site plan and architect's rendering of the building's exterior follow.<sup>2</sup>

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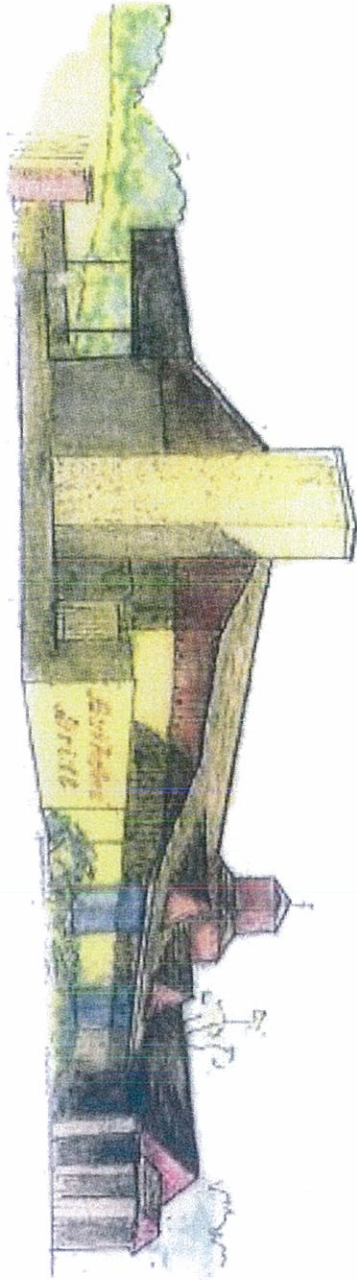
<sup>2</sup> The name "Burholme Grill" was created by the architect strictly for artistic purposes. We will propose a name and signage for the establishment should we be awarded the concession.











***Batting cage repair (immediate)***

We have included \$37,000 to repair the batting cages, per estimates we have received from the manufacturer of the pitching equipment, ABC.

***Golf range improvements (immediate)***

We plan \$58,172 in improvements to the range itself, including partially leveling the surface of the range and the construction of three targets resembling greens, at varying yardage depths, that will be pitched at a 10-15 degree angle toward the golfer (\$11,727). (Not included are \$124,202 in personal expendable items, \$10,000 for a safety platform for the upstairs stalls and \$22,880 to scrape and waterproof the upper deck). We believe we may now have a way to locate the original manufacturer of the Big Golf Ball and have made allocated funds (\$15,000) to bring it back, pending further consultation with our course architect on how it would blend with the target greens. We will refinish and refresh the dividers between the hitting stations to give the range environment a fresh, clean look. We will also add padding to the poles between hitting stations; local golfers have complained for some time that occasionally hitting the poles on their backswing damages their clubs.

In addition, we will install a ball washing, retrieval and dispensing system that will dramatically improve service and efficiency; it requires an attendant only to collect the balls using a picker and deposit them in the washer. Monitoring fill levels of dispensers, as well as transferring balls manually between them, is eliminated. As part of that system, we would install dispensers that allow the use of cash, credit cards or pre-paid cards instead of tokens. That will improve the customer's experience and also avoid loss of revenue from the use of tokens not purchased at Burholme. While the amount of that outlay that the City's rules would define as a "capital expenditure" is relatively small, such an integrated system requires significantly more expensive equipment (washer, blower, dispensers and electronics), that will improve outcomes not only for the concessionaire, but for patrons and the City as well. We hope that merits some additional consideration.

***Parking lot repairs (immediate)***

Cracks in the parking lot would be repaired and resealed (estimated at \$15,000). In addition, \$10,000 is budgeted to improve lighting in the parking lot and add lighting for the miniature golf course.

*Capital expenditure and personal expendable items schedules begin on the next page.*

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***Capital improvements and personal expendable items cost schedule and timetable<sup>3</sup>***

| Item                                | Capital Expenditure | Personal Expendable Items | Total Investment | Quarter/ Year |
|-------------------------------------|---------------------|---------------------------|------------------|---------------|
| <b>Range</b>                        | <b>58,172</b>       | <b>124,202</b>            | <b>182,375</b>   | Q2-2012       |
| Construct target "greens"           | 11,727              |                           | 11,727           |               |
| Bring back the big golf ball        | 15,000              |                           | 15,000           |               |
| Repair irrigation system            | 20,000              |                           | 20,000           |               |
| Re-finish stall dividers            | 3,000               |                           | 3,000            |               |
| Yardage markers, flags, etc.        |                     | 1,876                     | 1,876            |               |
| Dispensers, 15,000 balls (2)        |                     | 14,690                    | 14,690           |               |
| Dispenser, 19,000 balls             |                     | 6,485                     | 6,485            |               |
| Blower for automated system         | 6,400               |                           | 6,400            |               |
| Manifold for automated system       | 1,100               |                           | 1,100            |               |
| Hosing for automated system         | 945                 |                           | 945              |               |
| Ball washer                         |                     | 2,800                     | 2,800            |               |
| Tokenless system for dispensers     |                     | 16,615                    | 16,615           |               |
| Ball picker                         |                     | 4,225                     | 4,225            |               |
| Golf mats                           |                     | 26,145                    | 26,145           |               |
| Rubber ball trays                   |                     | 1,890                     | 1,890            |               |
| Range balls                         |                     | 12,875                    | 12,875           |               |
| Tees, baskets, ball washers, etc.   |                     | 3,578                     | 3,578            |               |
| Padding for poles on covered stalls |                     | 1,960                     | 1,960            |               |
| Cash Registers (2)                  |                     | 1,000                     | 1,000            |               |

<sup>3</sup> Includes only initial purchases. Items such as mats will have to be replaced regularly.



| Item  | Capital Expenditure | Personal Expendable Items | Total Investment | Quarter/ Year |
|---|---------------------|---------------------------|------------------|---------------|
| Power washer                                |                     | 300                       | 300              |               |
| Picker vehicles                             |                     | 17,370                    | 17,370           |               |
| Riding mower                                |                     | 7,000                     | 7,000            |               |
| Lawn mower                                  |                     | 259                       | 259              |               |
| Hedge trimmers (2)                          |                     | 278                       | 278              |               |
| Weed trimmers (2)                           |                     | 259                       | 259              |               |
| Lawn/leaf blowers (2)                       |                     | 1,000                     | 1,000            |               |
| Snow blower                                 |                     | 500                       | 500              |               |
| Putters, clubs, bats, baseballs & softballs |                     | 3,098                     | 3,098            |               |
| <b>Miniature Golf Course</b>                | <b>53,292</b>       | -                         | <b>53,292</b>    |               |
| Hole signage                                | 4,500               |                           | 4,500            | Q2-2012       |
| Repair water pumping system                 | 8,000               |                           |                  | Q2-2012       |
| Masonry repairs (rocks, pools, etc.)        | 3,000               |                           |                  | Q2-2012       |
| Replace props                               | 15,000              |                           | 15,000           | Q2-2012       |
| Repair fences/enhance landscaping           | 6,000               |                           | 6,000            | Q2-2012       |
| Replace greens                              | 16,792              |                           |                  | Q1-2015       |
| <b>Repair Batting Cages</b>                 | <b>37,000</b>       |                           | <b>37,000</b>    | Q2-2012       |
| <b>Infrastructure</b>                       | <b>125,880</b>      | -                         | <b>125,880</b>   |               |
| Repair/reseal parking lot                   | 15,000              |                           | 15,000           | Q1-2013       |
| Replace Roof                                | 16,500              |                           | 16,500           | Q1-2017       |
| HVAC  | 30,000              |                           | 30,000           | Q2-2012       |
| Signage                                     | 10,000              |                           | 10,000           | Q2-2012       |

| Item                                  | Capital Expenditure | Personal Expendable Items | Total Investment | Quarter/ Year |
|---------------------------------------|---------------------|---------------------------|------------------|---------------|
| Replace gutters                       | 1,500               |                           | 1,500            | Q2-2012       |
| Replace exterior trim                 | 8,000               |                           | 8,000            | Q2-2012       |
| Paint exterior of building            | 12,000              |                           | 12,000           | Q2-2012       |
| Install safety platform on roof       | 10,000              |                           | 10,000           | Q2-2012       |
| Scrape/waterproof upper deck          | 22,880              |                           | 22,880           | Q2-2012       |
| <b>Security</b>                       | <b>16,998</b>       | -                         | <b>16,998</b>    | Q2-2012       |
| Cameras                               | 6,998               |                           | 6,998            |               |
| Lighting (parking lot/miniature golf) | 10,000              |                           | 10,000           |               |
| <b>Building</b>                       | <b>284,856</b>      | -                         | <b>284,856</b>   | Q3-2012       |
| Demolition                            | 14,300              |                           | 14,300           |               |
| Partition and drywall ceiling         | 61,000              |                           | 61,000           |               |
| Restrooms                             | 24,000              |                           | 24,000           |               |
| Plumbing                              | 36,000              |                           | 36,000           |               |
| Electrical                            | 38,000              |                           | 38,000           |               |
| Flooring                              | 46,200              |                           | 46,200           |               |
| Kitchen                               | 47,000              |                           | 47,000           |               |
| Expand windows in restaurant          | 18,356              |                           | 18,356           |               |
| <b>Restaurant</b>                     | <b>26,227</b>       | <b>79,519</b>             | <b>105,746</b>   | Q3-2012       |
| Build Bar                             | 25,000              |                           | 25,000           |               |
| Furniture & Fixtures                  |                     | 18,460                    | 18,460           |               |
| Restaurant Supplies                   |                     | 2,500                     | 2,500            |               |
| Kitchen sink                          | 552                 |                           | 552              |               |

| Item                            | Capital Expenditure | Personal Expendable Items | Total Investment | Quarter/ Year  |
|---------------------------------|---------------------|---------------------------|------------------|----------------|
| Under-bar sink                  | 675                 |                           | 675              |                |
| Double-door refrigerator        |                     | 2,875                     | 2,875            |                |
| Fryer                           |                     | 1,450                     | 1,450            |                |
| Commercial range                |                     | 12,440                    | 12,440           |                |
| Pizza/sandwich oven             |                     | 1,385                     | 1,385            |                |
| Grill                           |                     | 15,506                    | 15,506           |                |
| Soup warmer kettles             |                     | 703                       | 703              |                |
| Panini grill                    |                     | 400                       | 400              |                |
| Meat slicer                     |                     | 1,950                     | 1,950            |                |
| Microwave                       |                     | 350                       | 350              |                |
| POS ordering and payment system |                     | 12,000                    | 12,000           |                |
| Flat screen televisions         |                     | 9,500                     | 9,500            |                |
| <b>Snack Bar</b>                | <b>15,000</b>       | <b>37,381</b>             | <b>52,381</b>    | <b>Q3-2012</b> |
| Furniture and Fixtures          |                     | 6,037                     | 6,037            |                |
| Build counters                  | 15,000              |                           | 15,000           |                |
| Deli display case               |                     | 7,890                     | 7,890            |                |
| Pizza/sandwich oven             |                     | 1,385                     | 1,385            |                |
| Soft serve ice cream machine    |                     | 11,800                    | 11,800           |                |
| Two-door refrigerator           |                     | 2,875                     | 2,875            |                |
| Hot dog grill                   |                     | 700                       | 700              |                |
| Prep tables (3)                 |                     | 450                       | 450              |                |
| Ice maker                       |                     | 900                       | 900              |                |



| Item   | Capital Expenditure | Personal Expendable Items | Total Investment | Quarter/ Year |
|--|---------------------|---------------------------|------------------|---------------|
| Freezer (2)  |                     | 1,400                     | 1,400            |               |
| Pizza warmer   |                     | 875                       | 875              |               |
| Cappuccino/hot chocolate machine   |                     | 1,219                     | 1,219            |               |
| Warming drawer   |                     | 1,000                     | 1,000            |               |
| Microwave  |                     | 350                       | 350              |               |
| Cash register  |                     | 500                       | 500              |               |
| <b>TOTAL</b>   | <b>617,425</b>      | <b>241,103</b>            | <b>858,528</b>   |               |
|  |                     |                           |                  |               |
| <b>Immediate Costs</b>   | <b>584,133</b>      | <b>241,103</b>            | <b>825,236</b>   |               |
| <b>Scheduled Future Expenditures</b>   | <b>33,292</b>       | <b>-</b>                  | <b>33,292</b>    |               |
| <b>Potential Expansion (demand allowing):</b><br><b>Add roof to upper deck</b><br><b>Add roof to outdoor stalls</b><br><b>Enclose/finish upper deck for dining</b> |                     |                           |                  |               |

In summary, we plan a total of \$584,133 in initial capital expenditures<sup>4</sup>, plus \$33,292 in scheduled future capital expenditures. In addition, our investment in “personal expendable items” such as tables, chairs, restaurant supplies and kitchen appliances represents a much larger commitment than would be found in any plan that does not create a full-service community restaurant (\$241,103); while these additional personal property items are not included in the capital expenditure total, we hope the additional commitment they represent merits consideration. Finally, we foresee the potential for future capital investment that may total several hundred dollars more if demand justifies adding a roof to the upstairs hitting stations, adding a roof to the currently-unenclosed hitting stations, or enclosing and finishing the rooftop as additional restaurant seating.

<sup>4</sup> We would of course like to tap the existing capital reserve account for some of these improvements. We are flexible as to which.

**5.9.2 (3) Green building design elements**

Our architect will consider LEED standards in specifying equipment and materials and equipment to be used on the project. We would consider including solar panels in the event that we add a roof to the upper deck or to the outdoor hitting stations, which the vendor we have consulted estimates would pay for themselves over the course of six years.

**5.9.2 (4) Description of design of aesthetically pleasing structures that blend with the landscape**

We have engaged Mr. Charles Ang, who designed the existing facility (for which he won an architectural award) to design our improvements to the structure itself; the restaurant will include an oval-shaped bar and combined bar and restaurant seating for about 75 patrons. Expanded windows will allow diners to watch golf activity. The restaurant will provide tableside service at driving stations, further creating a bustling community atmosphere. A separate miniature golf entrance will facilitate children's parties. In addition to the creation of the restaurant and refinishing of the snack bar/party area, Mr. Ang has sketched out plans to add roofing to the outdoor stalls and/or the upstairs in the future. We have also had extensive discussions as to how we would enclose the upstairs stalls to expand the restaurant if demand justifies it. A glass rear wall would enhance the patron's experience, taking advantage of the scenery of the driving range.

Going beyond blending with the existing landscape, we plan to take measures to make the landscape itself all it should be. We will partially level the existing range and use the fill generated thereby to build pitched mounds that will be planted with a contrasting grass, and a transitional border, to provide simulated greens as targets for golfers to aim at. They will also make for a far more aesthetically pleasing landscape. And then of course we have set aside funds for the possible return of the Big Golf Ball.

We have included a capital improvement allowance to replace all signage, which we will develop in coordination with (also providing proper recognition of) the Department.

**5.9.3 Schedules of capital items and personal expendable items**

Distinctions between capital improvement items and personal expendable items are indicated in the capital improvements cost schedule and timetable, consolidated earlier in this section for ease of reference. The City's definition of capital expenditures requires some judgment calls, and we would be happy to work with the Department to determine whether any items should be moved from one schedule to the other. One unusual facet of our plan is that an integrated ball delivery/tokenless dispenser system and restaurant furniture and appliances, while not technically permanent fixtures, are extremely costly items that represent large expenditures. Thus, while they are listed as "personal expendable items", they are not easily moved or liquidated, and therefore represent quite a significant investment commitment – and a commitment to the success of our vision for Burholme.

**5.10 Ten-year pro-forma projection of gross revenues by activity**

Our proposal includes both renovating the existing structure to convert it into a neighborhood sports bar/casual restaurant:

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| Year                 | Driving Range      | Miniature Golf     | Batting Cages    | Snack Bar        | Restaurant         | Total Revenue       |
|----------------------|--------------------|--------------------|------------------|------------------|--------------------|---------------------|
| 2012                 | \$210,000          | \$100,000          | \$70,000         | \$25,000         | \$0                | \$405,000           |
| 2013                 | \$247,800          | \$118,000          | \$75,600         | \$29,500         | \$520,000          | \$990,900           |
| 2014                 | \$280,014          | \$133,340          | \$79,380         | \$33,335         | \$624,000          | \$1,150,069         |
| 2015                 | \$346,517          | \$174,090          | \$82,555         | \$36,669         | \$717,600          | \$1,357,431         |
| 2016                 | \$364,898          | \$183,324          | \$84,436         | \$38,614         | \$789,360          | \$1,460,631         |
| 2017                 | \$384,253          | \$193,048          | \$86,359         | \$40,662         | \$834,117          | \$1,538,438         |
| 2018                 | \$449,594          | \$235,302          | \$88,326         | \$42,819         | \$881,411          | \$1,697,451         |
| 2019                 | \$473,442          | \$247,783          | \$90,338         | \$45,090         | \$931,387          | \$1,788,039         |
| 2020                 | \$498,555          | \$260,926          | \$92,395         | \$47,481         | \$984,196          | \$1,883,554         |
| 2021                 | \$577,500          | \$312,150          | \$94,500         | \$50,000         | \$1,040,000        | \$2,074,150         |
| <b>10-Year Total</b> | <b>\$3,832,574</b> | <b>\$1,957,962</b> | <b>\$843,889</b> | <b>\$389,168</b> | <b>\$7,322,070</b> | <b>\$14,345,663</b> |

In this scenario we have made the following assumptions:

- Growth:** Our conservative projection is that the number of driving range and miniature golf rounds can be expected to double in the ten years of the initial term, which represents a return to previous usage levels. Certainly with our “family destination” strategy, more growth is possible. We front-load that 100% aggregate increase in the first through fourth years, leveling off to an increase of slightly over five percent per year for the remaining years. For the batting cages, for which historical usage patterns have been distorted due to poor repair, we project a larger initial increase, but much slower growth totaling only 35% over the ten-year period. Finally, for the snack bar, we have projected the same percentage growth pattern in dollars that we have used for the percentage growth in volume for the driving range and miniature golf – a front-loaded doubling of business over the ten year period. While we believe that the snack bar business will grow due to increased usage of the facilities generally, the presence of the adjacent restaurant will slow that growth somewhat. Thus, by using dollars instead of volume in our snack bar sales projections, we have implicitly allowed inflation to result in a slower rate of growth.
- Pricing:** We have assumed the cost for an “average” bucket of golf balls at the same price as the medium bucket (currently \$8), which is also the median between the price for large buckets (\$10) and small buckets (\$6). We have used the pricing projection described in our “detailed list of all proposed prices and rates” in section 5.11.8 (i.e. we would expect to raise prices for each sized bucket by one dollar every three years). We would follow a similar pricing strategy for miniature golf, starting with the current rates and increasing prices by one dollar for adults and one dollar for children every three years. We have assumed that 65% of miniature golf rounds are played by children. We have assumed no increase in the price of batting cage sessions.
- Restaurant:** Restaurant sales are projected to average \$10,000 per week beginning with its completion in 2013. Because the restaurant is likely to grow fastest in its initial few years, we

have projected increases of 20% for 2014, 15% for 2015, and 10% for 2016, with increases thereafter of approximately 5.5%, so that overall dollar volume has doubled between the first and ninth years of operation.

### **5.11 Operating Plan**

#### ***Operating schedule***

For the driving range, snack bar, miniature golf, and batting cages:

- Sunday-Thursday, April 1-November 30, 8:00 am to 10:00 pm
- Friday and Saturday, December 1-March 31, 8:00 am to 11:00 pm

For the restaurant (beginning in 2013):

- Sunday-Thursday, 11:00 am to 10:00 pm, year-round
- Friday and Saturday, 10:00 am to 11:00 pm, year-round

#### ***Services to be provided***

We plan to offer the following services at Burholme Golf Center:

- Miniature golf on a renovated course
- Batting cages, which will be repaired
- A renovated snack bar
- Beginning in 2013, a new family-oriented sports bar with flat-screen monitors and food and beverage service (including wine and beer, pub fare and healthy eating choices):
  - In a restaurant/sports bar setting occupying what is currently the pro shop space;
  - In a designated outdoor seating area; and
  - Tableside behind each driving range station (beginning with the 13 covered stalls and expanding as needed)

#### ***Landscaping***

Landscape maintenance will be performed by staff. Grass will be cut bi-weekly and as needed in season, and less frequently out of season. Vegetation will be trimmed at least monthly, and more frequently in fast-growth season. Crates and gouges in the course will be replaced by staff within one day, and seeding will occur promptly thereafter.

#### ***Maintenance***

Snow removal will be subcontracted at a rate expected to amount to approximately \$1,200 per snowfall. We will investigate the possibility of hiring an M/WBE contractor for that function, but have not done so as yet.

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***Deliveries and rubbish removal***

Waste removal services will be performed by Waste Management, Inc., for approximately \$250 per month.

All of our grass cutting will be left on ground to naturally enrich the soil. Larger yard waste will be promptly removed.

The parking lot re-striping will include a loading zone. With the opening of the restaurant in 2013, we expect deliveries daily or every second day, but they will largely be for a short time, early in the morning.

***Cleaning schedules***

Cleaning of the interior of the buildings will be performed by staff on a daily basis. The kitchens will be cleaned per health department standards. Restrooms will be checked hourly and kept clean on a continuous basis. We will use Green Seal chemicals for our cleaning needs.

***Staffing requirements***

Please see the section on “positions needed” later in this proposal.

For jobs that will be created by the substantial construction and renovation we propose, please see the section on “Full time and seasonal employment”, below.

***Equipment needs***

Please see the equipment subsection of the personal expendables items in the capital expenditure schedule. Listed there are the components of a ball collection-to-dispensing system; landscaping and lawn care equipment; furniture and fixtures for the restaurant; a bulk line item for kitchen appliances (range, hood, grill, fryer, etc.); and snack bar equipment.

***Environmentally-friendly measures***

As mentioned above, we will use Green Seal products to clean the interior of the buildings. Building materials will be LEED-certified wherever practical. Grass clippings will be left to naturally enrich the soil. We will use Energy Star –compliant appliances, per the capital expenditure and personal property schedules, for kitchen equipment and replacement HVAC equipment.

**5.11.2 Food and beverage items, including healthy choices**

While precise menus and prices will be developed prior to the opening of the restaurant in the second year, the following represents a general outline of the sorts of menu items that would be offered:

- Pub fare
    - Burgers
    - Grilled sandwiches, Panini’s and wraps
    - Soups and chili
-

- Pasta dishes
- Chicken wings, chips and dips, and similar appetizers
- French fries, onion rings and similar side dishes
- Desserts
- Moderately-priced beer and wine selections
- Healthy food choices (featuring nutritional information and calorie counts on the menu)
  - Hummus, fresh vegetable trays and similar healthy appetizers
  - Salads
  - Low-fat omelet and pasta dishes
  - Low-carb, no-sauce meat and vegetable choices such as grilled chicken and roasted meats; broccoli, squash and other seasonal vegetables
  - Fresh fruit desserts
- Kids menu
  - Chicken fingers, pizza, macaroni and cheese, small burgers and hot dogs
- Sunday Brunch
  - Waffle and omelet station
  - Bacon and sausage
  - Pancakes
  - Pastries, croissants, bagels, etc.
  - Fresh fruit

We would of course submit a full menu and pricing well in advance of the opening of the restaurant in 2013. While pricing this far in advance for a full-service restaurant is not possible due to the variability of food prices, the restaurant at Burholme Golf and Family Entertainment Center will be moderately priced, in keeping with local casual restaurants such as Applebee's and Chili's.

The snack bar would continue to sell ice cream, candy, snacks, and hot dogs as it currently does at customary prices. We would be happy to submit a priced menu prior to the opening of the 2012 season. Upon request, the staff will arrange cakes for children's parties from local bakeries or ice cream shops.

#### **5.11.3 Merchandise to be sold**

Our research indicates that the pro shop has been little used, both now and in the past. We feel that the community's and the Department's interests are better served by using that rather large amount of space as a family-oriented restaurant. Therefore, we do not plan to sell merchandise.

#### **5.11.4 Detailed list of all proposed prices and rates**

The following table outlines the rates we would tentatively propose for services (not including food items – see above). It reflects our view that pricing for sports activities should be as simple as possible and that people visiting a golf range prefer not to have to fumble around for small change. We submit

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this schedule with the understanding that it would be binding for the first year, while the remaining years are non-binding projections. We understand that the Department would need to approve any change in prices in any event.

| Years     | Small Bucket | Medium Bucket | Large Bucket | Child's Mini Golf | Adult Mini Golf | Batting Cages |
|-----------|--------------|---------------|--------------|-------------------|-----------------|---------------|
| 2012-2014 | \$6          | \$8           | \$10         | \$5               | \$6             | \$1           |
| 2015-2017 | \$7          | \$9           | \$11         | \$6               | \$7             | \$1           |
| 2018-2020 | \$8          | \$10          | \$12         | \$7               | \$8             | \$1           |
| 2021      | \$9          | \$11          | \$13         | \$8               | \$9             | \$1           |

As you can see, this is simplicity itself. Current pricing is maintained for three years, at which time the price of buckets and rounds of miniature golf increase by one dollar every three years. This reflects the pricing philosophy we would like to pursue so long as the economics of the business allow it.

#### **5.11.5 Business development and marketing plan**

The linchpin of our marketing strategy is to create a family destination center that creates a buzz in the community. Increased traffic to the restaurant will drive golf and miniature golf sales; similarly a golfer who enjoys the improved range and sees an attractive restaurant will bring his or her family. Synergy is an over-used word, but, in this case, an accurate one.

We also intend to reach out to the local community in ways that operators of other City facilities are unwilling or unable to. Burholme would have its own dedicated website, featuring pictures of community events and feedback mechanisms such as an Electronic Suggestion Box and online customer evaluation survey. We like what the Fishers Glen Driving Range has done with their Facebook page and would seek to emulate and expand on that, with plenty of up-to-date community-oriented information, in Facebook and other Social media.

We will advertise in each issue of the quarterly "Golf Guide" shopper-style magazine and offer seasonal and promotions in our ads.

We would also engage in community-oriented awareness-building activities that we detail in the following sections.

#### **5.11.6 Youth sports and recreation and development programs**

As golfers and parents ourselves, we are eager to promote youth golf and sports programs.

- We will provide free monthly clinics in-season (April through October) taught, at our expense, by a PGA-certified golf pro. The clinics will focus on both basic skills and golf etiquette.
- Burholme Golf Range plans to sponsor five local sports teams each year (including all major sports – baseball, football, soccer and softball – not just golf).

- We will give a free medium bucket of balls each marking period to any child (through high school) who brings in his or her signed, "B" average or above, report card as our small contribution toward promoting good educational values.
- We are very interested in pursuing partnership with The First Tee and are particularly intrigued by their program that works with the children of Gulf War veterans.
- We plan to implement new programs over time as we think of them as well. This is a floor, not a ceiling.

#### **5.11.7 Integrating Burholme Park with the community**

In addition to our youth programs, we plan to retain morning and senior discounts. Our renovation plans include adding the access for the disabled that Burholme Park Golf Center has up until now lacked.

Our remodeling of the snack bar/miniature golf area is particularly meant to increase the use of the Park by entire families, golfers or not. Our family-oriented restaurant concept springs from the same impulse: To make Burholme Golf and Family Entertainment Center a center of the community.

Especially for younger people, much of "community" today connects online. Our website and Facebook page will be frequently updated with community events and photos of family gatherings, outstanding student athletes and our sponsored sports teams.

It is our hope that community groups will choose Burholme as a place to hold monthly or socially-oriented meetings. Obviously, the facility will lend itself more readily to some sorts of gatherings than others, but we intend to make the offer and also make every effort to accommodate their needs.

In short, our entire philosophy is for the Park to succeed specifically by integrating itself into the community, becoming a well-rounded destination for families.

#### **5.11.8 On-site management team**

In addition to Mr. Sim and Mr. Kirincich, our management team includes facilities supervisor Shawn Lee. Mr. Lee (no relation to the incumbent operator) is an experienced manager of front-line workers. He has run interior finishing teams of 20-25 people for Holland Floors in Montgomery County.

He is an avid golfer. He is familiar with golf range operations, having worked at Lower State Golf Range.

#### **5.11.9 Full-time and seasonal employment**

##### ***Positions that will be needed***

Below find a summary of the full and part time positions that will be required for the existing core operations and the restaurant.

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We estimate that proper performance of the current core functions of the Golf Center requires the following personnel:

- Manager (full-time)
- Attendant/cashier: (28 shifts per week filled by at least five people)
- Maintenance/ball picker: (14 shifts per week filled by at least three people)

Beginning in 2013, the restaurant would require the following personnel (three full time and at least 11 part-time):

- Manager/host(ess) (full time); management may be combined with Golf Center Manager
- Chef (full time)
- Assistant/Backup Chef (full time)
- Wait staff (42 shifts per week filled by at least 8-9 people) – 3 per shift
- Bus persons (14 shifts per week filled by at least 3 people) – 1 per shift

#### **5.11.10 Customer service standards and employee feedback mechanisms**

Employees will, of course, be appropriately attired in khakis (or equivalent dress) and a signature polo shirt. But, at the new Burholme Golf and Family Entertainment Center, customer service will not end there.

Customer satisfaction survey boxes will be posted about the facility. They will not be passive input devices. The manager on duty will be charged with approaching customers to fill out surveys according to a randomly distributed system (every “nth” customer, for example). The survey will also be available on our website, accessible with a date/receipt number (in order to verify that the respondent is a bona fide patron, but in a way that preserves anonymity).

Surveys and specific customer feedback will be combined as a guide to:

- Fixing immediate problems; and
- Counseling employees as part of a systemized quarterly review.

The manager will also review quarterly performance of each employee with the concessionaires.

Our community-oriented philosophy naturally promotes a focus on customer service that can be lacking under other models.

#### **5.11.11 Safety procedures and precautions**

##### ***Maintenance schedules***

Inside facilities and the upper and lower driving range decks will be cleaned daily by staff using Green Seal cleaning products. Bathrooms will be inspected on an hourly basis and cleaned multiple times throughout the day. Outside walkways will be swept at least daily as well.

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Constant monitoring of the range, miniature golf and the batting cages will be maintained by the manager and staff, with a more formal weekly written checklist review by the manager. Divots and “craters” (if any) in the driving range will be replaced, repaired and/or re-seeded promptly; we will not tolerate them. We see failure to do so as a sign of deep disrespect for the community.

Lights will be replaced as needed; see the section on security and lighting as well.

***Staff qualifications and certifications***

Two golf pros will be available to schedule lessons at prevailing market rates. (We will not receive any part of their fees, other than that they will be required to pay the going rate for the buckets of balls used in their lessons.) The pros will be PGA-certified.

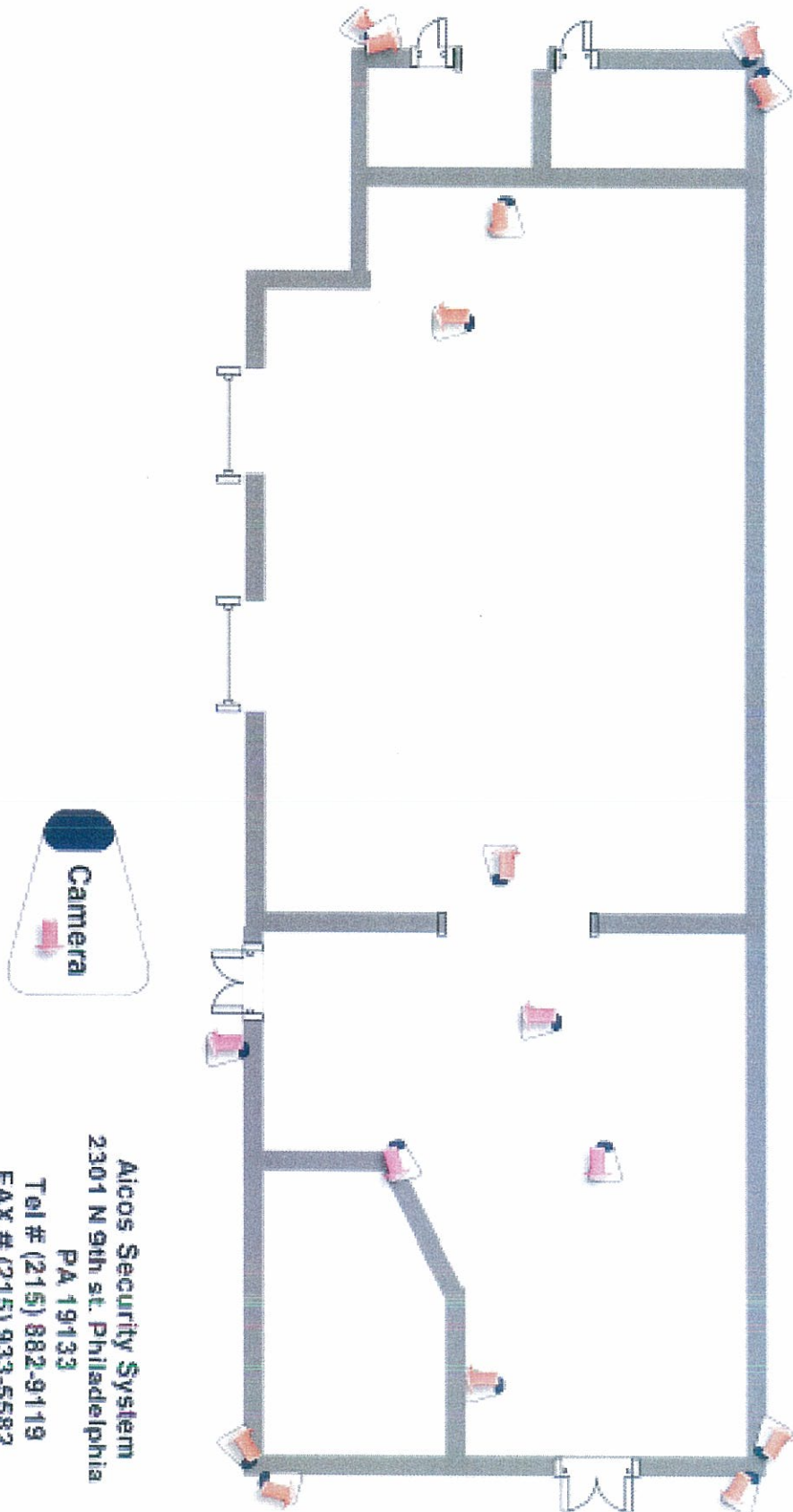
**5.11.12 Security**

***Cameras***

Per the capital improvements section of this proposal, we plan to install nine outdoor and seven indoor security cameras, per the security cameras as shown on the maps on the following two pages. These night vision cameras are vandalism and theft-resistant. They can be monitored over the web via computer or mobile phone.

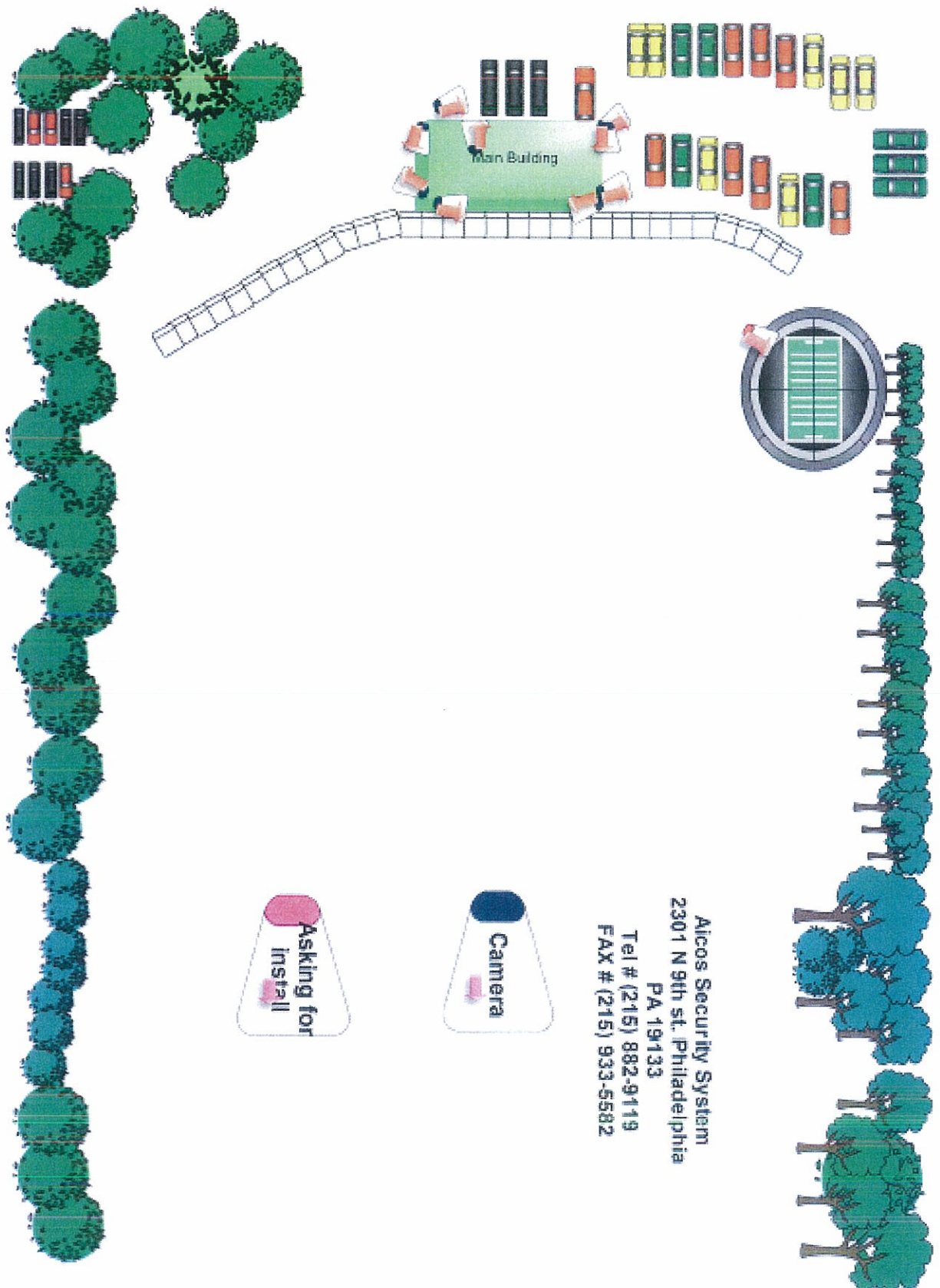
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## Burholme Golf Center CCTV Design Proposal



Aicos Security System  
2301 N 9th st. Philadelphia  
PA 19133  
Tel # (215) 882-9119  
FAX # (215) 933-5582







### ***Lighting***

It has long been our belief that the current lack of proper lighting in the Burholme parking lot is fundamentally unsafe. That situation is not consistent with our family/community-oriented vision for the Center. Immediately upon taking control of the premises, we would replace the missing lights. Because so many bulbs are not currently working (per the RFP Addendum), it is impossible to tell whether replacing lights will alleviate the problem. We expect, however, that lighting will need to be added, and we have budgeted \$63,000 for upgrades in the parking lot, as well as upgrading lighting for the miniature golf course.

### ***Rooftop Safety Platform***

As part of our initial capital improvement program, we will build a weight-bearing safety platform extending off the roof toward the driving range, mitigating the safety and liability concerns that have kept the upper deck of hitting stations unused.

### ***Security Guards***

With the opening of the restaurant in 2013, we plan to employ security guards on weekend evening hours (varying with season and, eventually, with the conditions experienced). We have made arrangements with Scotlandyard Security, a qualified MBE, to provide these and any other security services required. Please see the attachment to the S&C Form in Appendix C.

### **5.11.13 Irrigation equipment testing and performance**

We have consulted with an irrigation vendor, who informs us that repairs will require a map of the irrigation system. We do not currently have that map, making a precise estimate impossible. We have allocated of \$20,000 for the repairs.

### **RFP Appendix 7: Insurance coverages**

We have been in communication with McManus, Serra and Klein, our insurance agent, who will provide the insurance coverages outlined in Appendix 7 of the RFP.

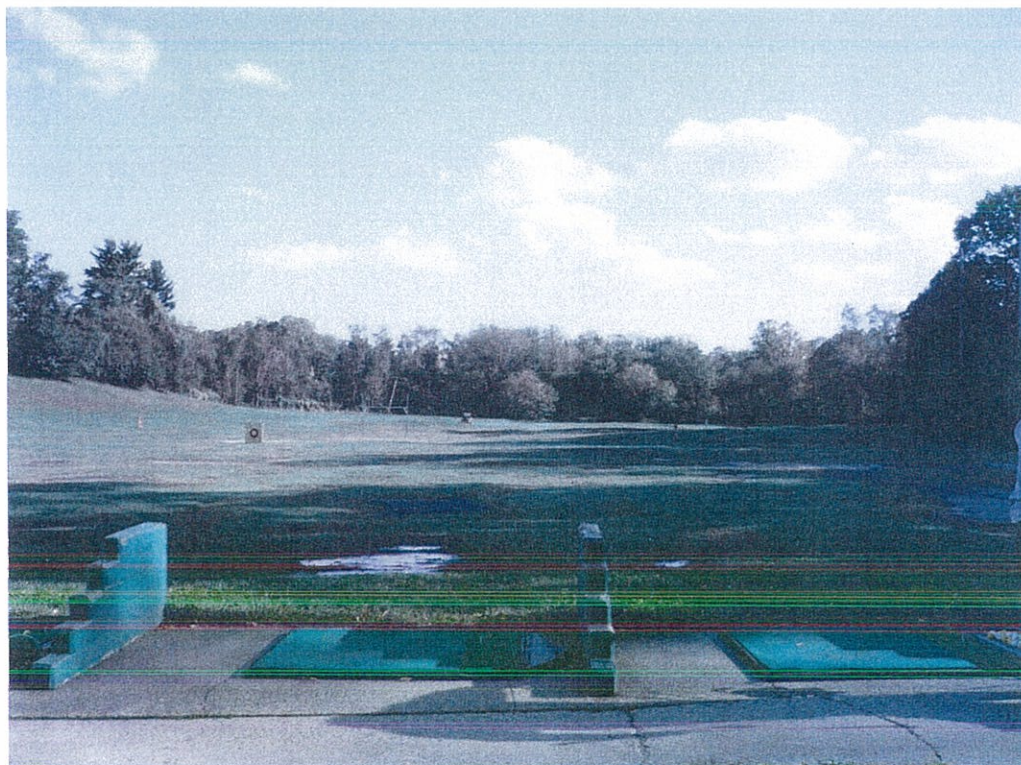
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## Proposal Appendix A – Market Research: Photos and Reviews of Area Facilities

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City Line Golf Center



City Line (continued)

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City Line (continued)

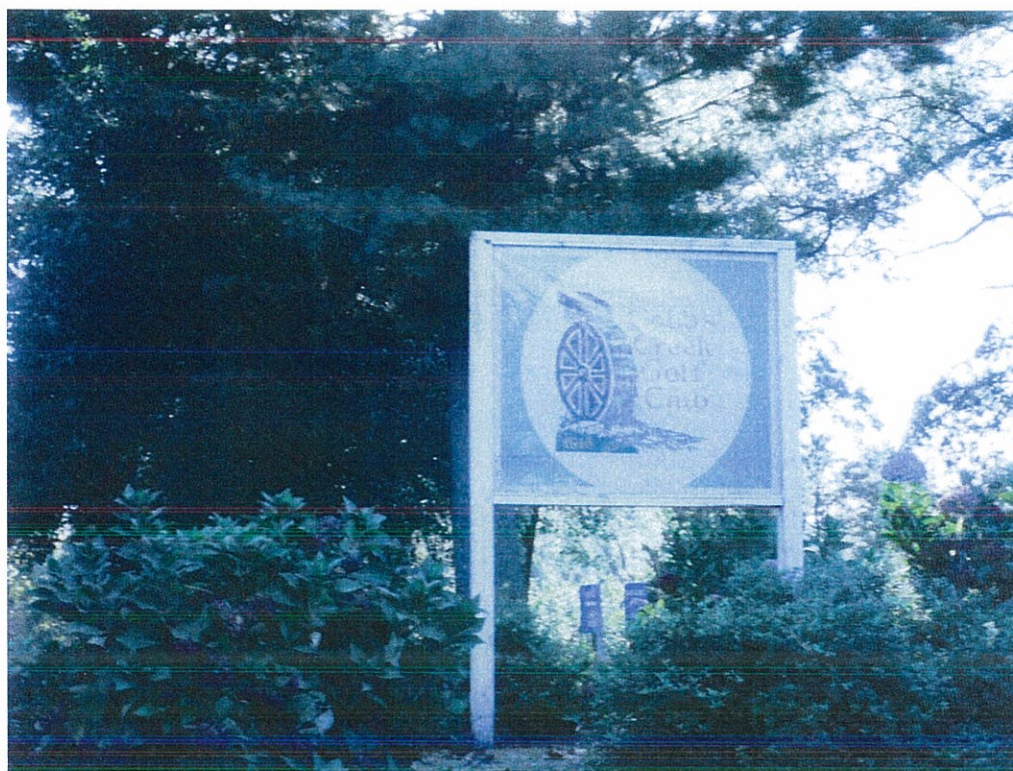
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Cobbs Creek



Fishers Glen





Fishers Glen (continued)





City Line Sports Center - Philadelphia, PA

Page 1 of 2



## City Line Sports Center

2 reviews

Categories: Sporting Goods, Mini Golf, Golf

991 Township Line Rd  
Philadelphia, PA 19151

(215) 879-3536

Hours:  
Mon-Thu, Sun 9 am - 9 pm  
Fri-Sat 9 am - 10 pm

Price Range: \$  
Accepts Credit Cards: Yes

Wheelchair Accessible: Yes

### 2 reviews for City Line Sports Center

#### All Reviews



Ian K.  
Philadelphia, PA

1/30/2011

Astro turf patches are reasonably new to hit from. First floor is the only area ok to hit from. The second level has a look of lack of up keep. The greens you hit into have sparse patches of grass. Lots of sand and concrete. And the mini golf course is even worse. Not taken care of well!

The sad thing is they are near by. Not many other choices and my daughter likes the snack bar. I'm there

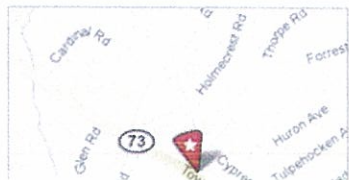


Martha M.  
Ardmore, PA

4/4/2008

If you are looking for a state for the art driving range, batting cages and miniature golf course, keep looking.

This place is definitely dated and hasn't really put any money into renovating or even the general upkeep. So if you are not into the bells and whistles of a golf center then this place is for you.



<http://www.yelp.com/biz/city-line-sports-center-philadelphia>

10/14/2011



Cobbs Creek Golf Club - Philadelphia, PA

Page 1 of 4



### Cobbs Creek Golf Club

6 reviews

Category: Golf

7200 Lansdowne Ave  
Philadelphia, PA 19151

(215) 877-8707

Good for Kids: Yes

#### 6 reviews for Cobbs Creek Golf Club

##### All Reviews



Beth K  
Philadelphia, PA

5/31/2010

I'm sure at some point, this course was really nice.

Today for some reason a round with cart after 1pm came to \$17 for the Karakung course. Maybe they were giving an unsolicited discount due to the quality of the course, which was more brown than green?

We noticed that the cart paths disappear at times, which makes it hard to figure out where you're supposed to put the cart. Based on the track marks, people drive their carts pretty much everywhere.

On the upside, it was only \$17, and they gave us free bottled water (which we needed bc there was no water anywhere on the course, and no drink cart - PS it was almost 90 degrees today).



Kevin W  
Conshohocken, PA

9/15/2011

Things you'll need to golf at Cobbs creek

1. A stick. You'll need this to move the used condom away from your ball in the sand trap.
2. A hammer. You'll need this to hammer your tee into the ground at each tee box.
3. A knife or a gun. You'll need this for self preservation from the homeless people trying to mug you.
4. Headphones. You'll need this to block out the sound from the Speta trains as you're trying to tee off.

<http://www.yelp.com/biz/cobbs-creek-golf-club-philadelphia>

10/14/2011

Proposal for the Management and Operation of Burholme Park Golf Center  
Burholme Golf and Family Entertainment Center, LLC

45

Cobbs Creek Golf Club - Philadelphia, PA

Page 2 of 4

 I'd need lots of beer. You'll need this to numb the pain - the pain created by your brain as it tries to find an ounce of logic as to why you just paid money for this.

Bottom line, Do I really need to reiterate here?



Nick M.  
Philadelphia, PA

 10/3/2011

Be sure to bring plenty of balls if you don't hit perfect straight shots every time...the course is in horrible shape (the rough is about a foot high and will eat any ball that veers slightly off the fairway). Walnut lane is a much better option.



A C.  
Philadelphia, PA

 7/4/2011

Billy Casper Golf Management started managing Cobb's Creek a couple of years ago. I have played here several times in the past, and I was hopeful that Billy Casper would turn this place around. Unfortunately, it seems that all the new management did was put a bunch of personnel in light blue polo shirts and raise rates. They certainly did nothing to make the course any better. Seriously, there were four guys in blue polo shirts at the front desk. I have no idea what three of them did, as only one was taking payments.

My friend and I played the Olde Course yesterday and the course is in worse shape than it has ever been. On a positive note, the fairways were not weed-infested like they have been in the past. But that's faint praise indeed. Outside of the fairways, the course is a mess. Some patches are hard dirt, others are ridiculously overgrown, while other spots seemingly combine a potpourri of weeds. So, you get a lot of tough lies because you're playing out of a small pit around a bunch of weeds. I guess that makes the course "tough"?

A lot of the trees have become overgrown, so that they hang into your playing path. This is fine. We should have to negotiate trees, but I don't think the course management should let them grow so wild that some tee shots become almost unfair.

Many of tee boxes were not grass, but hard dirt. This is in the middle of the golf season, mind you. Often, I could not insert my tee into the hard dirt and several times I could not remove my tee after hitting my shot.

My impression is that course management, besides the fairways, does very little to maintain the course. It's a shame because the Olde Course could be a nice little track if it were given some care.

Billy Casper Management maintains some 100 daily fee courses. It seems that their business plan consists of uniforming the staff and raising rates.

So, to reiterate, Cobb's Creek is just as bad as it's ever been, but now it costs more to play.



<http://www.yelp.com/biz/cobbs-creek-golf-club-philadelphia>

10/14/2011



Cobbs Creek Golf Club - Philadelphia, PA

Page 3 of 4

Lydia B.  
Philadelphia, PA

      7/2/2010

We played the Karakung course today. As Beth K. said, I'm sure at one point it was really nice. There are some pretty vistas and landscaping, and you don't really feel like you are in the city.

But, the course is in terrible shape. The grass was completely clogged with clover and weeds, and very brown. The fairways were so dry and unkempt that when the ball hit, it would bounce and roll in completely unpredictable ways. Because some of the holes are blind when you're teeing off, this made for an inordinate amount of time spent searching for balls.

I'm a beginner, but my partner shoots in the low eighties and has played a lot--he said it was the worst course he's played on in his whole life.

Some other specific issues: the lack of women's tees. The scorecard suggests that they exist, but they were nowhere to be found. You have to drive your cart across very busy roads multiple times. Cart paths were flooded, nonexistent, or extremely potholed. Some tee boxes were so worn down that there was no grass at all for about five feet. You also had to drive behind the driving range (which has no net) to get from one hole to the next. Little scary.

Finally, random people just kept walking, jogging, and riding carts through our fairways. It was the strangest experience I have ever had playing golf.

We did appreciate the extremely friendly staff, and the Olde course, which runs alongside much of Karakung, looks much nicer. It was also extremely cheap (\$22 per person including the cart).

No bathrooms or food on the course--and the turn is nowhere near the clubhouse--so be prepared!



Bizz M.  
Philadelphia, PA

      Updated - 9/15/2010

I tried Cobbs once again. Course is in horrible shape as usual. This place is nothing but a waste of money.

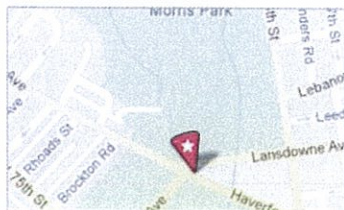
Listed in: Fore The Golfer

1 Previous Review: [Show all »](#)

     6/16/2009 First to Review

Way to expensive for a course that is never in good shape. I realize there is significant history... [Read more »](#)

(2 Filtered)



<http://www.yelp.com/biz/cobbs-creek-golf-club-philadelphia>

10/14/2011

Fishers Glen Driving Range Inc - Philadelphia, PA

Page 1 of 2



### Fishers Glen Driving Range Inc

★★★★★ 1 review

Category: Golf

4717 Fishers Ln

Philadelphia, PA 19124

(215) 305-1299

[www.fishersglen-driving-range.com](http://www.fishersglen-driving-range.com)

Hours:

Mon-Sun 8 am - 8 pm

#### One review for Fishers Glen Driving Range Inc

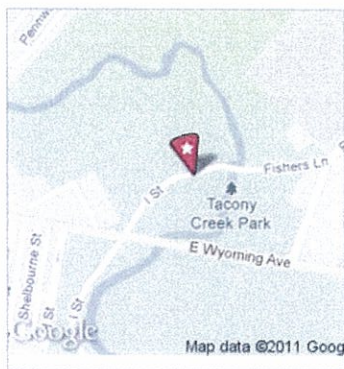
##### All Reviews



Vuong L.  
Philadelphia, PA

★★★★★ 7/1/2011

The driving range has an upper, lower, and sub-lower level to practice. What's great about this place is that it's family owned. The owner, Mr. Kim, is a very experienced golfer who taught me everything I know. I've been into golf for a year now and 80% of my shots are straight, and my drive is 200 yards average. The equipment needs an upgrade, for sure, but the quality in service is second to none. Come here if you want to improve your swings and enjoy great service.



#### People Who Viewed This Also Viewed...



Longknockers Driving Range  
1 review  
Philadelphia, PA

<http://www.yelp.com/biz/fishers-glen-driving-range-inc-philadelphia>

10/17/2011

## Proposal Appendix B – Concession Fee Proposal Form (RFP Form B)<sup>5</sup>

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<sup>5</sup> We understand the years appearing on Form B to denote the 365-day year beginning in that calendar year (for example, “2012” would run from the date the concession begins in 2012 until twelve months later, in mid-2013, with one-twelfth of the annual MAG paid each month during the year).

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FORM B

CONCESSION FEE PROPOSAL FORM

Concession Fee (MAG and % of Gross Revenues) for operation, management and maintenance of the Center:

2012: \$ 150,000.00 <sub>MAG</sub> plus 10 % of Gross Revenues from sports  
and 5 % of Gross Revenues from food + beverage.

2013: \$ 157,500.00 <sub>MAG</sub> plus 10 % of Gross Revenues from sports  
and 5 % of Gross Revenues from food + beverage.

2014: \$ 163,375.00 <sub>MAG</sub> plus 10 % of Gross Revenues from sports  
and 5 % of Gross Revenues from food + beverage.

2015: \$ 173,644.75 <sub>MAG</sub> plus 10 % of Gross Revenues from sports  
and 5 % of Gross Revenues from food + beverage.

2016: \$ 182,326.94 <sub>MAG</sub> plus 10 % of Gross Revenues from sports  
and 5 % of Gross Revenues from food + beverage.

2017: \$ 191,442.23 <sub>MAG</sub> plus 10 % of Gross Revenues from sports  
and 5 % of Gross Revenues from food + beverage.

2018: \$ 201,014.35 <sub>MAG</sub> plus 10 % of Gross Revenues from sports  
and 5 % of Gross Revenues from food + beverage.

2019: \$ 211,065.06 <sub>MAG</sub> plus 10 % of Gross Revenues from sports  
and 5 % of Gross Revenues from food + beverage.

2020: \$ 221,618.32 <sub>MAG</sub> plus 10 % of Gross Revenues from sports  
and 5 % of Gross Revenues from food + beverage.

2021: \$ 232,699.23 <sub>MAG</sub> plus 10 % of Gross Revenues from sports  
and 5 % of Gross Revenues from food + beverage.

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## Proposal Appendix C – S&C Form (RFP Form A) and attachments

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DEPARTMENT OF COMMERCE  
OFFICE OF ECONOMIC OPPORTUNITY (OEO)

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.



Proposal for the Management and Operation of Burholme Park Golf Center  
Burholme Golf and Family Entertainment Center, LLC

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

DEPARTMENT OF COMMERCE  
OFFICE OF ECONOMIC OPPORTUNITY (OEO)

|  |                                       |  |   |                                    |  |
|--|---------------------------------------|--|---|------------------------------------|--|
| Bid Number or Proposal Title:  |                                       | Name of Bidder/Proposer:   |   | Bid/RFP Opening Date:              |  |
| Burholme Park Golf Center RFP  |                                       | Burholme Golf & Family Entertainment Center, LLC                                     |   | 2/14/2012                          |  |
| List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.                  |                                       |  |   |                                    |  |
| <input checked="" 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<br>By Phone <input type="checkbox"/> By Mail <input type="checkbox"/> | Commitment Made<br>Yes (if Yes, give date) <input type="checkbox"/> NO <input type="checkbox"/> | Give Reason(s)<br>If No Commitment |  |
| Company Name<br>Scotlandyard Security  | Hourly security.                      | 12/6/11  | 2/16/12   |                                    |  |
| Address<br>2243 W. Allegheny Ave, Philadelphia   | Dollar amount is                      |  | Amount Committed To   |                                    |  |
| Contact Person<br>Hunford Jones  | our best annual                       |  | Dollar Amount   |                                    |  |
| Telephone Number<br>609-864-4156   | guess; percentage is                  |  | \$5,531.75 / year   |                                    |  |
| Fax Number<br>215-226-2293   | for the 10-year                       |  | Percent of Total Bid/RFP  |                                    |  |
| Email Address<br>h.jones@scotlandyard.com  | initial concession term.              | 2/6/12   | % 1.9 (over 10 years)   |                                    |  |
| OEO REGISTRY #<br>1772239 CC   |                                       |  |   |                                    |  |
| <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<br>By Phone <input type="checkbox"/> By Mail <input type="checkbox"/> | Commitment Made<br>Yes (if Yes, give date) <input type="checkbox"/> NO <input type="checkbox"/> | Give Reason(s)<br>If No Commitment |  |
| Company Name   |                                       |  |   |                                    |  |
| Address  |                                       |  |   |                                    |  |
| Contact Person   |                                       |  |   |                                    |  |
| Telephone Number   |                                       |  |   |                                    |  |
| Fax Number   |                                       |  |   |                                    |  |
| Email Address  |                                       |  |   |                                    |  |
| OEO REGISTRY #   |                                       |  |   |                                    |  |
| <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<br>By Phone <input type="checkbox"/> By Mail <input type="checkbox"/> | Commitment Made<br>Yes (if Yes, give date) <input type="checkbox"/> NO <input type="checkbox"/> | Give Reason(s)<br>If No Commitment |  |
| Company Name   |                                       |  |   |                                    |  |
| Address  |                                       |  |   |                                    |  |
| Contact Person   |                                       |  |   |                                    |  |
| Telephone Number   |                                       |  |   |                                    |  |
| Fax Number   |                                       |  |   |                                    |  |
| Email Address  |                                       |  |   |                                    |  |
| OEO REGISTRY #   |                                       |  |   |                                    |  |

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.

09/2010

**Explanatory notes to S&C Form:**

Scotlandyard Security Services will be our exclusive Security provider. Their rates are attached. Work for 2012 will be as needed. With the opening of the restaurant, however, we expect to utilize security services in the evening hours on Fridays and Saturdays at a minimum. On an annualized basis, that is conservatively projected to total \$5,531.75.

Our goal of expanding the range and dining facilities, demand depending, would entail substantial additions to our already large construction budget for the first two years. It is anticipated that Leaks Construction and Emerald Windows would perform that work as well (presumably in years 3-6 of the initial ten-year term of the concession). Though it is clear that work would run into the hundreds of thousands of dollars, we are not in a position to make a precise estimate of the total today. In addition, Leaks Construction will replace the roof in an expected 5-6 years, at an expected \$16,500. (Two additional items of work to be performed by Leaks construction, the safety platform for the roof stalls and painting the exterior of the building, which total \$22,000, are not included in its estimate nor, therefore, in the calculation on the S & C form, but these improvements are planned.)

The operations profile of the facilities will change after the first two to three years of operation, meaning that the needs of Burholme Golf and Family Entertainment Center, LLC will evolve. As additional needs arise, we will continue to seek out additional M/WBE vendors.

Within the first two years of operation, we will exceed the M/WBE requirements that would be required for the entire ten-year initial term of the concession. Further construction, as noted, would raise M/WBE participation to even higher levels. We nonetheless welcome further discussion with OEO as to how we might increase day-to-day M/WBE participation.

Lastly, a technical note: For the base against which the M/WBE percentage is calculated, we have used the total concession fees that we project paying to the City over the ten year initial concession term. While we were aware that the M/WBE participation we propose will probably far exceed what was required, we had to pick some base number for the simple purpose of having a number to divide by; the only guidepost we could find was, "The 'total dollar amount of the contract' shall mean the Concession Fee paid to the City", per Appendix 8, Item F of the RFP (referring to liquidated damages). That reference may not be intended for this purpose. It yields a very large base number (\$2,935,688), especially because we are projecting significant revenue increases due to our family-destination business plan. Consequently, though we anticipate that the M/WBE participation we are proposing is likely vastly greater in scope than that of other respondents (\$485,673.18 with a real possibility of significant increases from there), the percentages on our S & C Form may not fully reflect the commitment we have made. Nonetheless, we have far exceeded the minimum as a formal matter (16.5%), in addition to having made what we believe to be a very large substantive commitment.

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# LEAKS CONSTRUCTION LLC

MBE CERTIFIED-AACC MEMBER

175 Commerce Drive, Suite 300 • Ft. Washington, PA 19034 • Tel: (215) 542-0693 • Fax: (215) 542-0695 • leaksconstruction@gmail.com

To: Burholme Golf and Family Entertainment Center, LLC February 09, 2012  
1001 West Cheltenham Avenue, Elkins Park, PA 19027

Attn: Ken Sim /John Kirincich

Phone: 267-575-8989 Ken Sim 404-307-8460 John Kirincich

Fax: 215-635-2993

Project: Burholme Park Golf Center  
401 West Cottman Avenue, Philadelphia, PA 19111

Architect: Charles C. Ang, P.E.  
1341 N. Delaware Avenue, Ste. 500, Philadelphia, PA 19125

Leaks Construction, LLC, Proposes to provide all necessary labor, materials, tools and equipment requires to complete the attached Scope of Work as per drawings by Charlie Ang Architects dated 02-09-2012, for the sum of THREE HUNDRED SEVENTY ONE THOUSAND AND 00/100 DOLLARS (\$371,000.00).

Certificates of insurance, including Workman's Compensation, Public Liability and Property Damage, will be forward to your office upon execution of a contract.

We thank you for the opportunity to submit this proposal. Please contact our office if you require additional information or clarification.

Very truly yours,

Paul Leaks

Project Manager



### SCOPE OF WORK AND COST BREAKDOWN

|   |             |
|---|-------------|
| 1. Demolition   | \$14,300.00 |
| Remove existing ACT ceiling, remove all flooring,<br>remove walls at bathrooms, Office room, both counters<br>and the back wall to the kitchen.   |             |
| 2. New partition wall and GWB ceiling   | \$61,000.00 |
| Install new GWB ceiling throughout the building,<br>Bathroom walls/hallway, office<br>and kitchen wall with windows/doors.  |             |
| 3. Restrooms  | \$24,000.00 |
| All Fixtures, tiles (wall/floor), and all accessories   |             |
| 4. Plumbing   | \$36,000.00 |
| Installation for bathrooms, Kitchen,<br>and for kitchen/bar sink. Remove and Reinstall<br>fixtures throughout the concession area.  |             |
| 5. Electrical   | \$38,000.00 |
| Electrical wiring for power throughout building,<br>outlets, telephone jacks, switches, lighting fixtures,<br>and main lines.   |             |
| 6. Flooring   | \$46,200.00 |
| Install all new Porcelain Tiles throughout building.  |             |
| 7. Kitchen  | \$47,000.00 |
| Install Kitchen Hood with ansul system,<br>stainless steel wall sheeting (fire hazard),<br>walk-in refrigerator/freezer. Clean and repaint entire<br>kitchen and install shelves in the concession area |             |





|  |                     |
|--|---------------------|
| 8. HVAC  | \$30,000.00         |
| Upgrade HVAC unit throughout the building.<br>New registers, duct work, and energy efficient system.   |                     |
| 9. BAR   | \$25,000.00         |
| Millwork: build new 24 foot oval bar (20 seating area  |                     |
| 10. Counters   | \$15,000.00         |
| Install new counters for snack bar and concession area.  |                     |
| 11. Roofing  | \$16,500.00         |
| Remove existing 3 tab roof and install 30 year<br>GAF dimensional roof.  |                     |
| 12. Gutter   | \$1,500.00          |
| Remove existing 220 ft. of gutter and 80ft. of downspout<br>and install all new aluminum commercial grade gutter.                                |                     |
| 13. Wood/Aluminum Trimming   | \$8,000.00          |
| Remove wood and aluminum trimming throughout<br>the exterior of the building and replace with new<br>wood and aluminum trimming, and paint wood. |                     |
| 14. Electrical   | \$8,500.00          |
| Repair existing lighting   |                     |
| Total:   | <u>\$371,000.00</u> |



**INNOVATIVE CONSTRUCTION SYSTEMS, INC.**

c/o Ang Associates, Inc.  
1341 N. Delaware Avenue, Ste. 500, Philadelphia, PA 19125  
T 215-427-8700 F 215-427-8710

February 9, 2012

Messrs. Ken Sun & John Kirincich  
Burholme Golf and Family Entertainment Center, LLC (BGFEC)  
1001 W. Cheltenham Avenue, Ste. 202  
Elkins Park, PA 19027

Re: RFP # C-102-12R  
For the Management and Operation of the Burholme Park Golf Center (BPGC)

Subj: Professional Services Fee Proposal

Dear Messrs. Sun & Kirincich:

This is a proposal for architectural, engineering and construction management services on the above referenced project.

Innovative Construction Systems, Inc. (ICS) was requested to participate with BGFEF in procuring the concession contract and assist in performing the architectural, engineering and construction management services for the capital investment of BPGC.

For the above stated services, ICS' proposed fee is 10% of the building capital investment in BPGC.

Attached please find ICS' MBE certificate for your information.

If this proposal is acceptable to you, please sign below and return a copy of this proposal.

Thank you for considering ICS for this very important project. Should you have any questions or need additional information, please feel free to call.

Very truly yours,

INNOVATIVE CONSTRUCTION SYSTEMS, INC.

  
Charles C. Ang, P.E.  
President

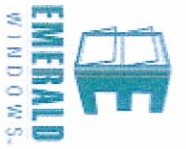
CCA/lga

cc: File

ACCEPTED: \_\_\_\_\_  
Printed Name and Signature

DATE: 2/10/2012

Proposal for the Management and Operation of Burholme Park Golf Center  
 Burholme Golf and Family Entertainment Center, LLC



2301 N. Ninth Street  
 Philadelphia, PA 19133

| Date      | Estimate # |
|-----------|------------|
| 2/10/2012 | 2012-3181  |

# Estimate

| Name / Address   |
|--|
| Ken Sinn<br>Burholme Park Golf Center<br>401 W Cottman Ave.<br>Philadelphia Pa 19111 |

| Ship To                   |
|---------------------------|
| Burholme Park Golf Center |

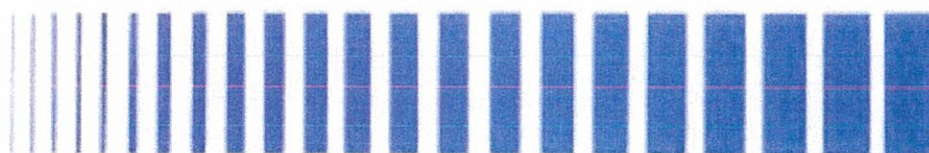
| Terms               | Rep |
|---------------------|-----|
| Due upon completion | PAS |

| Description   | Qty | W x H | Grid/Glass | Cost     | Total              |
|---|-----|-------|------------|----------|--------------------|
| Aluminum Picture Window. Supply and install. Take existing opening with of approx. 48 inches and open it up to approx. 72 inches (pending structural engineers approval). Cut opening and re-secure wall above with new metal header. Install new framing and window. Finish exterior with capping to match window color. Inside left unfinished.<br><br>Emerald's MBEC #6975077EC<br><br>6200 Series Bay - Supply and replace in front of building. Style to match existing.<br>Pennsylvania Sales Tax | 2   |       |            | 4,750.00 | 9,500.00T          |
|   |     |       |            | 3,748.00 | 7,496.00T          |
|   |     |       |            | 1,359.68 | 1,359.68           |
| <b>Total</b>  |     |       |            |          | <b>\$18,355.68</b> |

Signature

| Phone #        | Fax #          |
|----------------|----------------|
| (215) 236-6767 | (215) 236-8320 |





SCOTLANDYARD SECURITY SERVICES, INC.

2243 West Allegheny Avenue, Philadelphia PA 19132 Phone: 215-430-0400 Fax: 215-226-2293

February 6, 2012

Mr. John Kirincich and  
Mr. Ken Sim  
1001 W. Cheltenham Avenue Ste.202  
Elkins Park, PA. 19027

Re: Quote for Uniformed Unarmed Security Personnel Officers: Burholme Golf Center Request for Proposal (RFP).

Dear Mr. Kirincich and Mr. Sim:

Scotlandyard Security Services, Inc. is pleased to have been accepted on your team in response to the above referenced RFP for Burholme Golf Center. As discussed at our meeting last month, we propose to provide professional uniformed unarmed security officers for special events services and for on-site security during the renovation of the facility. We currently provide security personnel for the Golf Center with the proposal are being reviewed and City Hall in Philadelphia, the new Family Court project, and the new Youth Study Center project. We are an approved and certified Minority Business Enterprise (MBE) by the City of Philadelphia OEO.

The price for an unarmed uniformed security officer will be a rate of \$14.50 per hour, per officer. Our holiday rate and overtime rate is \$21.75 per hour per guard.

This rate includes:

- 24 Hour Dispatch Center and 24 Hour On Call Management Team
- Background Checks, Uniforms and as an option, a patrol Scanning System
- Scotlandyard's Insurance, Workman's Compensation, Liability, and Taxes

Please consider this a very competitive quote in today's security industry. If you have any questions or concerns, please call me at (267) 240-9733 or contact Hanford Jones at [HanfordJones@gmail.com](mailto:HanfordJones@gmail.com) or at 609-864-4756.

Thank you for considering Scotlandyard Security Services, Inc.

Sincerely,

*Omar Wilson*

Omar Wilson,

President

Cc:

Hanford Jones, manager of Corporate Marketing

## Proposal Appendix D – Corporate Documents

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## Corporations

[Online Services](#) | [Corporations](#) | [Forms](#) | [Contact Corporations](#) | [Business Services](#)

[Search](#)  
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[By Business Entity ID](#)  
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[Order Certified Documents](#)  
[Order Business List](#)  
[My Images](#)  
[Search for Images](#)

### Business Entity

#### Filing History

Date: 2/5/2012 (Select the link above to view the Business Entity's Filing History)

#### Business Name History

| Name   | Name Type    |
|--|--------------|
| BURHOLME GOLF & FAMILY ENTERTAINMENT CENTER, LLC | Current Name |

#### Limited Liability Company - Domestic - Information

|                            |  |
|----------------------------|--|
| Entity Number:             | 4062283  |
| Status:                    | Active   |
| Entity Creation Date:      | 10/18/2011   |
| State of Business:         | PA   |
| Registered Office Address: | 1001 Cheltenham Ave<br>Suite 202<br>Elkins Park PA 19027<br>Montgomery |
| Mailing Address:           | No Address   |



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[Commonwealth of PA Privacy Statement](#)

## LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR

Burholme Golf & Family Entertainment Center, LLC

*A Member-Managed Limited Liability Company*

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### **ARTICLE I**

#### **Company Formation**

- 1.1 **FORMATION.** The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.
- 1.2 **NAME.** The name of the Company shall be: Burholme Golf & Family Entertainment Center, LLC
- 1.3 **REGISTERED AGENT.** The name and location of the registered agent of the Company shall be:

Ken K. Sim  
1001 Cheltenham Avenue, Ste. 202  
Elkins Park, PA 19027

- 1.4 **TERM.** The Company shall continue for a perpetual period.
- (a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or
- (b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or
- (c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or
- (d) Any other event causing dissolution of this Limited Liability Company under the laws of the Commonwealth of Pennsylvania.
- 1.5 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there are at least two remaining Members, said remaining Members shall have the right to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining Members within ninety (90) days after the occurrence of an event described in ARTICLE

1.4(c). If not so exercised, the right of the Members to continue the business of the Company shall expire.

1.6 **BUSINESS PURPOSE.** The purpose of the Company is the operation of a golf driving range and family entertainment center.

1.7 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be:

401 W. Cottman Ave.  
Philadelphia, PA 19111

Principal place of business may be changed at a location the Managers from time to time select.

1.8 **THE MEMBERS.** The name and place of residence of each member are contained in Exhibit 2 attached to this Agreement.

1.9 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company, without the prior unanimous written consent of the Members.

## **ARTICLE II**

### **Capital Contributions**

2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital as described in Exhibit 3 attached to this Agreement. The agreed total value of such property and cash is Seven Hundred Fifty-Thousand Dollars (\$750,000).

2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

## **ARTICLE III**

### **Profits, Losses and Distributions**

3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.

3.2 **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall



mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

#### **ARTICLE IV** **Management**

- 4.1 **MANAGEMENT OF THE BUSINESS.** The name and place of residence of each Manager is attached as Exhibit 1 of this Agreement. By a vote of the Members holding a majority of the capital interests in the Company, as set forth in Exhibit 2 as amended from time to time, shall elect so many Managers as the Members determine, but no fewer than one, with one Manager elected by the Members as Chief Executive Manager. The elected Manager(s) may either be a Member or Non-Member.
- 4.2 **MEMBERS.** The liability of the Members shall be limited as provided pursuant to applicable law. Members that are not Managers shall take no part whatever in the control, management, direction, or operation of the Company's affairs and shall have no power to bind the Company. The Managers may from time to time seek advice from the Members, but they need not accept such advice, and at all times the Managers shall have the exclusive right to control and manage the Company. No Member shall be an agent of any other Member of the Company solely by reason of being a Member.
- 4.3 **POWERS OF MANAGERS.** The Managers are authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.
- 4.5 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.



- 4.6 **COMPANY INFORMATION.** Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.
- 4.7 **EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.
- 4.8 **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "Nolo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.
- 4.9 **RECORDS.** The Managers shall cause the Company to keep at its principal place of business the following:
- (a) a current list in alphabetical order of the full name and the last known street address of each Member;
  - (b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
  - (c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
  - (d) copies of any financial statements of the limited liability company for the three most recent years.

## **ARTICLE V**



### **Compensation**

- 5.1 **MANAGEMENT FEE.** Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services.
- 5.2 **REIMBURSEMENT.** The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

### **ARTICLE VI**

#### **Bookkeeping**

- 6.1 **BOOKS.** The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year.
- 6.2 **MEMBER'S ACCOUNTS.** The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:
- (a) any additional capital contribution made by him/her;
  - (b) credit balances transferred from his distribution account to his capital account;
- and decreased by:
- (a) distributions to him/her in reduction of Company capital;
  - (b) the Member's share of Company losses if charged to his/her capital account.
- 6.3 **REPORTS.** The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

### **ARTICLE VII**

#### **Transfers**

- 7.1 **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual

agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

### CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of Seven (7) pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3, the Operating Agreement of Burholme Golf & Family Entertainment Center, LLC, adopted by the members as of February 1, 2012.

#### Members:



Signature

Printed Name Dok S. Yi

Percent: 35%



Signature

Printed Name Ken K. Sim

Percent: 35%



Signature

Printed Name John Kirincich

Percent: 20%



Signature

Printed Name Barry G. Yaches

Percent: 5%



Signature

Printed Name Seung Lee

Percent: 5%

EXHIBIT 1

LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR  
Burholme Golf & Family Entertainment Center, LLC

LISTING OF MANAGERS

By a majority vote of the Members the following Manager was elected to operate the Company pursuant to ARTICLE 4 of the Agreement:



Printed Name: Ken K. Sim  
Manager

Address  
1001 Cheltenham Ave., Ste. 202  
Elkins Park, PA 19027

The above listed Manager(s) will serve in their capacities until they are removed for any reason by a majority vote of the Members as defined by ARTICLE 4 or upon their voluntary resignation.

Signed and Agreed this 1<sup>st</sup> day of February, 2012.



Signature of Member

Printed Name Dok S. Yi



Signature of Member

Printed Name Ken K. Sim



Signature of Member

Printed Name John Kirincich



Signature of Member

Printed Name Barry S. Yaches



Signature of Member

Printed Name Seung Lee

EXHIBIT 2



**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR  
Burholme Golf & Family Entertainment Center, LLC**

**LISTING OF MEMBERS**

As of the 1st day of February, 2012 the following is a list of Members of the Company:

**Name** Dok S. Yi **Percent** 35%

**Address** 721 W. Sedgley Ave., Philadelphia, PA 19140

**Name** Ken K. Sim **Percent** 35%

**Address** 1001 Cheltenham Ave., Ste. 202, Elkins Park, PA 19027

**Name** John Kirincich **Percent** 20%

**Address** 61 Storm Jib Court, Bayville, N.J. 08721

**Name** Barry S. Yaches **Percent** 5%

**Address** 400 Greenwood Ave., Wynnton, PA 19095

**Name** Seung Lee **Percent** 5%

**Address** 145 Addison Lane, Lansdale, PA, 19446


Authorized by Member(s) to provide Member Listing as of this 1st day of February, 2012.

  
Signature of Member

  
Signature of Member

  
Signature of Member

  
Signature of Member

  
Signature of Member



**EXHIBIT 3**

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR  
Burholme Golf & Family Entertainment Center, LLC**

**CAPITAL CONTRIBUTIONS**

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$750,000.00. The description and each individual portion of this initial contribution is as follows:

|                                |              |
|--------------------------------|--------------|
| Duk S. Yi, loan to corporation | \$750,000.00 |
| _____                          | \$ _____     |
| _____                          | \$ _____     |
| _____                          | \$ _____     |
| _____                          | \$ _____     |
| _____                          | \$ _____     |
| _____                          | \$ _____     |

SIGNED AND AGREED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

  
Member

  
Member

  
Member

  
Member

  
Member

## Proposal Appendix E – Evidence of Financial Capability<sup>6</sup>

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<sup>6</sup> See also Operating Agreement in Proposal Appendix D, which contains Mr. Yi's commitment to provide funds to Burholme Golf and Family Entertainment Center, LLC, in the sum of \$750,000.

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**Confidential Proprietary Information**



Tel: 215-782-2010  
Fax: 215-782-8807

**VERIFICATION OF DEPOSIT**

Date: February 8, 2012  
Name: Dok Su Yi  
Account Number: 45236623, 1106000704, 1106001231, and 1127002366

To Whom It May Concern:

I hereby issue a Verification of Deposit, in the form set forth below, related to the accounts of undersigned, setting forth the balance to the credit thereof as of date specified below.

In compliance with the foregoing request, We hereby certify that our records indicate that there is above balance to the credit of the below designated accounts.

| Account Type        | Account Number | Current Balance | Open Date |
|---------------------|----------------|-----------------|-----------|
| Personal Checking   | 45236623       | \$176,593       | 8-28-1998 |
| Money Market        | 1106000704     | \$117,638       | 7-2-2008  |
| Money Market        | 1106001231     | \$290,079       | 1-26-2009 |
| Business Checking * | 1127002366     | \$588,161       | 2-9-2006  |
| TOTAL               |                | \$1,172,462     |           |

\* The corporation is 100% owned by Mr. Dok Su Yi

If you have any question, regarding the above account, please contact the undersigned anytime.  
Thank you.

Truly,

David B. Suh, Vice President & Branch Manager  
215-782-2015 Ext. 203  
215-782-8907 Fax  
David.suh@wooriamericabank.com

## Proposal Appendix F – Concept Sketches of Future Potential Capital Investment Projects<sup>7</sup>

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<sup>7</sup> Included are sketches of rooflines which, demand depending, may be added to the upper level of the structure and over the currently-uncovered hitting stations (in that order). No sketches have yet been produced for enclosing the rooftop deck, which is also a potential addition.

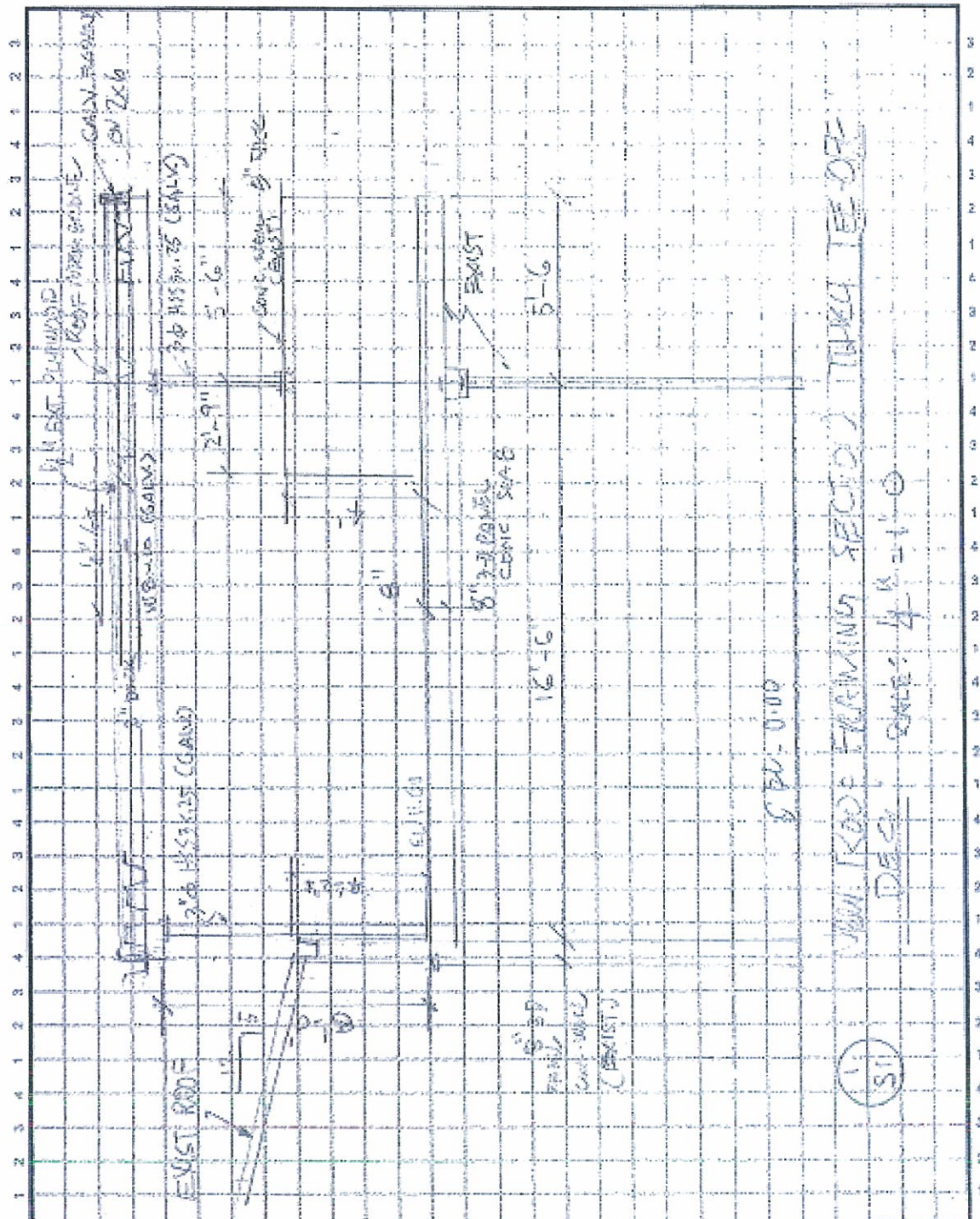
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Innovative Construction  
 Systems, Inc.  
 Consulting Engineers

Project: BURHOLME GOLF CENTER  
 By: R.A.  
 Date: 1-17-12 Sheet: 1 of 51  
 Rev: 2-2-12



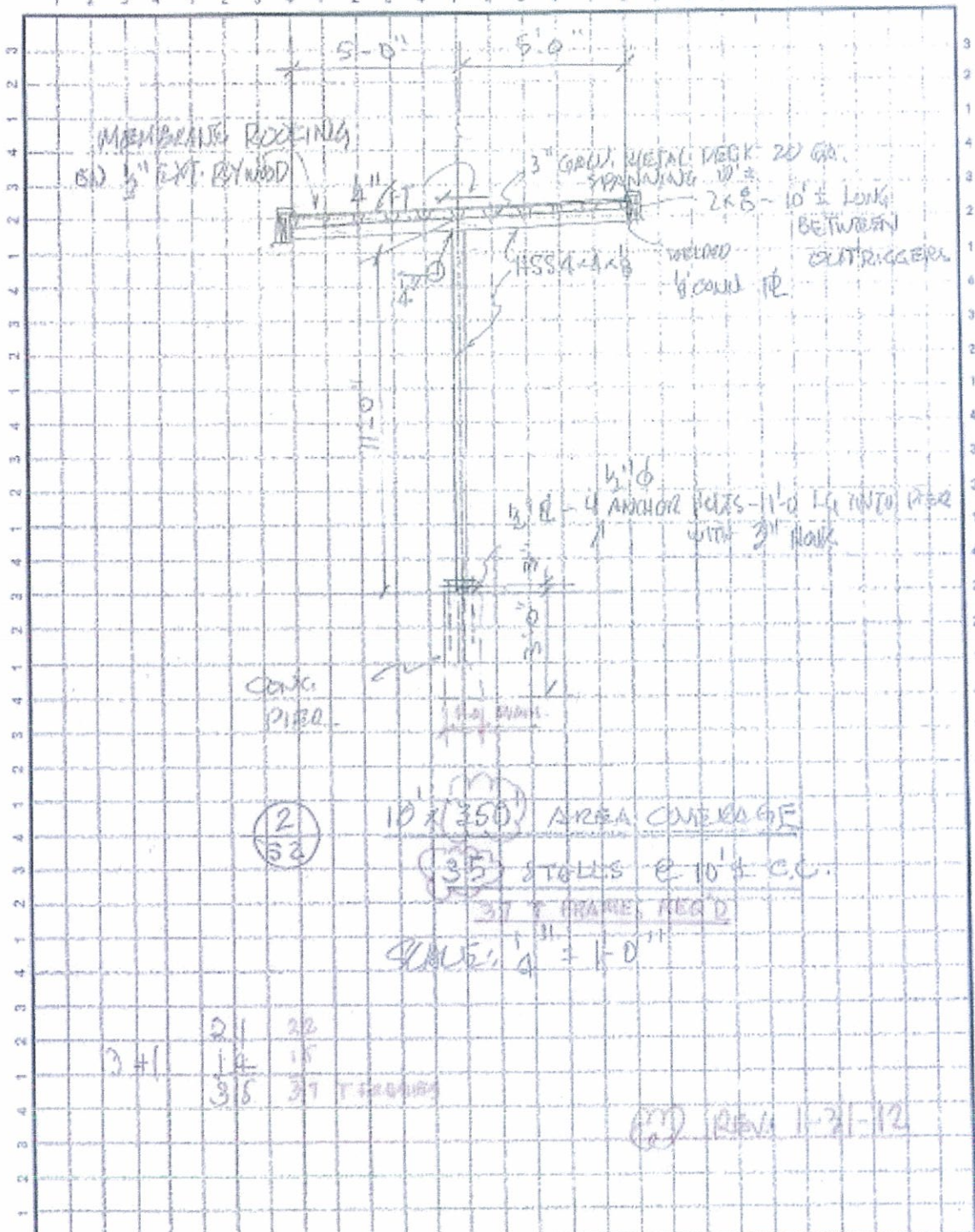
Penn Treaty Park Place Building  
 1341 North Delaware Avenue, Suite 500  
 Philadelphia, Pennsylvania 19125  
 (215) 427-8700 | (215) 427-8110 Fax  
 E-Mail: colnuz@comcast.net





Systems, Inc.  
 Consulting Engineers

Project: BURHOLME GOLF CENTER  
 Of: CA. CANOPY FOR GOLF STALL  
 Date: 1-20-12 Sheet: 2 of 2  
 Rev: 1-31-12



## Proposal Appendix G – RFP Addendum Signature Page

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**ADDENDUM NO. 1  
ACKNOWLEDGEMENT OF RECEIPT  
JANUARY 30, 2012**

**PHILADELPHIA DEPARTMENT OF PARKS AND RECREATION  
REQUEST FOR PROPOSALS FOR THE MANAGEMENT AND OPERATION OF THE  
BURHOLME PARK GOLF CENTER  
RFP C-102-12R**

I have carefully read Addendum No. 1 to the Request for Proposal for the Management and Operation of the Burholme Park Golf Center, and I certify that I have received all pages and exhibits listed in Addendum No. 1.

Burholme Golf and Family Entertainment Center, LLC  
Name of Respondent

  
Signature of Individual or Authorized signer

Ken Sim / Manager  
Signature/Title of signer

2/13/12  
Date



# **EXHIBIT C**

**to Concession Agreement  
between  
the City of Philadelphia  
and  
Burholme Golf & Family Entertainment Center, LLC**

## **Concessionaire's Proposal Supplement**

- [(1) Operations If Concessionaire Does Not Obtain A Liquor License;**
- (2) Pro Forma Revenue and Concession Fee Projections With and  
Without Liquor License;**
- (3) Hours and Days of Operation; and**
- (4) Use of Existing Capital Escrow Account Funds]**



## Burholme Golf Center RFP Further Questions and Answers

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### *Burholme Golf and Family Entertainment Center, LLC*

We thank the City for the opportunity to offer additional information relevant to our bid to operate the Burholme Park golf range facility. The city poses the following follow-up questions (bolded). Our answers appear below each question.

#### **1) If you are unable to secure a liquor license:**

##### **A. Confirmation of your intentions to continue with the restaurant concept and offer BYOB**

##### **B. Financial implications - please provide two options for the concession fee payment (i.e. Option A - Liquor License, Option B - No Liquor License)**

A. Yes, in the event that, despite our best efforts, we are unable to obtain a liquor license, we plan to open the restaurant as a BYOB facility. We are glad that the Parks Department shares our vision and is supportive of our efforts, and we appreciate whatever help the Department can provide in ensuring those efforts succeed.

##### **B. Financial Implications of Acquiring or Not Acquiring a Liquor License**

Our concession fee proposal remains unchanged. It is not made contingent on our obtaining a liquor license. Not having the license would, however, mean less restaurant business, resulting in lower restaurant revenue projections and lower projected fees from food and beverage sales. We have therefore reproduced our original projections and provided additional tables illustrating an alternate scenario in which restaurant sales are 25% lower.

#### **1. Capital Expenditures**

There would probably be a small net decrease of initial capital expenditures if we are unable to obtain the license. Our proposal calls for building a bar (\$25,000) and several small bar-related items such as a sink. Were the bar not built, however, something else – perhaps a stage and sound system for small musical performances and children's entertainment, plus some additional tables – would occupy that space. Therefore, net capital expenditures would likely not decrease by any significant amount relative to our projected initial capital expenditure of well over \$500,000.

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## 2. Revenue Projections

Pro-forma revenue projections assuming liquor license (reproduced from our original proposal):

| Year                 | Driving Range      | Miniature Golf     | Batting Cages    | Snack Bar        | Restaurant         | Total Revenue       |
|----------------------|--------------------|--------------------|------------------|------------------|--------------------|---------------------|
| 2012                 | \$210,000          | \$100,000          | \$70,000         | \$25,000         | \$0                | \$405,000           |
| 2013                 | \$247,800          | \$118,000          | \$75,600         | \$29,500         | \$520,000          | \$990,900           |
| 2014                 | \$280,014          | \$133,340          | \$79,380         | \$33,335         | \$624,000          | \$1,150,069         |
| 2015                 | \$346,517          | \$174,090          | \$82,555         | \$36,669         | \$717,600          | \$1,357,431         |
| 2016                 | \$364,898          | \$183,324          | \$84,436         | \$38,614         | \$789,360          | \$1,460,631         |
| 2017                 | \$384,253          | \$193,048          | \$86,359         | \$40,662         | \$834,117          | \$1,538,438         |
| 2018                 | \$449,594          | \$235,302          | \$88,326         | \$42,819         | \$881,411          | \$1,697,451         |
| 2019                 | \$473,442          | \$247,783          | \$90,338         | \$45,090         | \$931,387          | \$1,788,039         |
| 2020                 | \$498,555          | \$260,926          | \$92,395         | \$47,481         | \$984,196          | \$1,883,554         |
| 2021                 | \$577,500          | \$312,150          | \$94,500         | \$50,000         | \$1,040,000        | \$2,074,150         |
| <b>10-Year Total</b> | <b>\$3,832,574</b> | <b>\$1,957,962</b> | <b>\$843,889</b> | <b>\$389,168</b> | <b>\$7,322,070</b> | <b>\$14,345,663</b> |

Revenue projections without liquor license (only "Restaurant" and "Total Revenue" columns change):

| Year                 | Driving Range      | Miniature Golf     | Batting Cages    | Snack Bar        | Restaurant         | Total Revenue       |
|----------------------|--------------------|--------------------|------------------|------------------|--------------------|---------------------|
| 2012                 | \$210,000          | \$100,000          | \$70,000         | \$25,000         | \$0                | \$405,000           |
| 2013                 | \$247,800          | \$118,000          | \$75,600         | \$29,500         | \$390,000          | \$860,900           |
| 2014                 | \$280,014          | \$133,340          | \$79,380         | \$33,335         | \$468,000          | \$994,069           |
| 2015                 | \$346,517          | \$174,090          | \$82,555         | \$36,669         | \$538,200          | \$1,178,031         |
| 2016                 | \$364,898          | \$183,324          | \$84,436         | \$38,614         | \$592,020          | \$1,263,291         |
| 2017                 | \$384,253          | \$193,048          | \$86,359         | \$40,662         | \$625,587          | \$1,329,909         |
| 2018                 | \$449,594          | \$235,302          | \$88,326         | \$42,819         | \$661,058          | \$1,477,099         |
| 2019                 | \$473,442          | \$247,783          | \$90,338         | \$45,090         | \$698,540          | \$1,555,193         |
| 2020                 | \$498,555          | \$260,926          | \$92,395         | \$47,481         | \$738,147          | \$1,637,505         |
| 2021                 | \$577,500          | \$312,150          | \$94,500         | \$50,000         | \$780,000          | \$1,814,150         |
| <b>10-Year Total</b> | <b>\$3,832,574</b> | <b>\$1,957,962</b> | <b>\$843,889</b> | <b>\$389,168</b> | <b>\$5,491,553</b> | <b>\$12,515,146</b> |

## 3. MAG/Percentage Concession Fee

Our concession fee proposal, in either scenario, remains as follows:

- Initial MAG: \$150,000
- Annual MAG escalation (compounded annually): 5%
- Monthly Gross Revenue Percentage Fee: 10% sports revenues (driving range, miniature golf and batting cages) / 5% food and beverage (snack bar and restaurant).

Concession fee projections assuming liquor license (reproduced from our original proposal):

| Ten-Year Combined Concession Fee Projection |                       |                    |                        |                    |                    |                          |
|---|-----------------------|--------------------|------------------------|--------------------|--------------------|--------------------------|
| Year  | MAG                   | Sports Revenue     | Sports Revenue 10% Fee | F&B Revenue        | F&B Revenue 5% Fee | Total Concession Payment |
| 2012  | \$150,000.00          | \$380,000          | \$38,000               | \$25,000           | \$1,250            | \$189,250                |
| 2013  | \$157,500.00          | \$441,400          | \$44,140               | \$549,500          | \$27,475           | \$229,115                |
| 2014  | \$165,375.00          | \$492,734          | \$49,273               | \$657,335          | \$32,867           | \$247,515                |
| 2015  | \$173,644.75          | \$603,162          | \$60,316               | \$754,269          | \$37,713           | \$271,673                |
| 2016  | \$182,326.94          | \$632,657          | \$63,266               | \$827,974          | \$41,399           | \$286,990                |
| 2017  | \$191,442.23          | \$663,660          | \$66,366               | \$874,778          | \$43,739           | \$301,547                |
| 2018  | \$201,014.35          | \$773,222          | \$77,322               | \$924,229          | \$46,211           | \$324,548                |
| 2019  | \$211,065.06          | \$811,563          | \$81,156               | \$976,476          | \$48,824           | \$341,045                |
| 2020  | \$221,618.32          | \$851,877          | \$85,188               | \$1,031,678        | \$51,584           | \$358,390                |
| 2021  | \$232,699.23          | \$984,150          | \$98,415               | \$1,090,000        | \$54,500           | \$385,614                |
| <b>10-Year Total</b>                        | <b>\$1,886,684.88</b> | <b>\$6,634,424</b> | <b>\$663,442</b>       | <b>\$7,711,239</b> | <b>\$385,562</b>   | <b>\$2,935,688</b>       |

Concession fee projections without liquor license (the three rightmost columns change):

| Ten-Year Combined Concession Fee Projection |                       |                    |                        |                    |                    |                          |
|---|-----------------------|--------------------|------------------------|--------------------|--------------------|--------------------------|
| Year  | MAG                   | Sports Revenue     | Sports Revenue 10% Fee | F&B Revenue        | F&B Revenue 5% Fee | Total Concession Payment |
| 2012  | \$150,000.00          | \$380,000          | \$38,000               | \$25,000           | \$1,250            | \$189,250                |
| 2013  | \$157,500.00          | \$441,400          | \$44,140               | \$419,500          | \$20,975           | \$222,615                |
| 2014  | \$165,375.00          | \$492,734          | \$49,273               | \$501,335          | \$25,067           | \$239,715                |
| 2015  | \$173,644.75          | \$603,162          | \$60,316               | \$574,869          | \$28,743           | \$262,703                |
| 2016  | \$182,326.94          | \$632,657          | \$63,266               | \$630,634          | \$31,532           | \$277,123                |
| 2017  | \$191,442.23          | \$663,660          | \$66,366               | \$666,249          | \$33,312           | \$291,121                |
| 2018  | \$201,014.35          | \$773,222          | \$77,322               | \$703,877          | \$35,194           | \$313,530                |
| 2019  | \$211,065.06          | \$811,563          | \$81,156               | \$743,630          | \$37,181           | \$329,403                |
| 2020  | \$221,618.32          | \$851,877          | \$85,188               | \$785,629          | \$39,281           | \$346,087                |
| 2021  | \$232,699.23          | \$984,150          | \$98,415               | \$830,000          | \$41,500           | \$372,614                |
| <b>10-Year Total</b>                        | <b>\$1,886,684.88</b> | <b>\$6,634,424</b> | <b>\$663,442</b>       | <b>\$5,880,721</b> | <b>\$294,036</b>   | <b>\$2,844,162</b>       |

## 2) Hours and Days of Operation for the entire year

Thank you for bringing this drafting error to our attention. The hours of operation should have read as follows:

***Operating schedule***

For the driving range, snack bar, miniature golf, and batting cages:

- Sunday-Thursday, April 1-November 30, 8:00 am to 10:00 pm
- Friday and Saturday, April 1-November 30, 8:00 am to 11:00 pm
- Sunday-Thursday, December 1-March 31, 9:00 am to 7:00 pm
- Friday and Saturday, December 1-March 31, 9:00 am to 8:00 pm

For the restaurant (beginning in 2013):

- Sunday-Thursday, 11:00 am to 10:00 pm, year-round
- Friday and Saturday, 10:00 am to 11:00 pm, year-round

**3) Confirmation that the \$58,000 from the existing capital escrow account is included in your Initial Capital Investment Plan of \$584,133**

Yes, we would like to use the funds in the existing capital account as part of our initial capital expenditures; that is to say, our contribution plus the approximately \$58,000 in the capital escrow account would together total and estimated \$584,133. Perhaps we could have stated that more clearly or prominently in our proposal; it appeared as a footnote on page 25:

“We would of course like to tap the existing capital reserve account for some of these improvements. We are flexible as to which.”

In other words, given the very large capital investment we propose, there are numerous individual expenditure items to which the funds could be applied. We are thus open to applying those funds to the particular initial capital expenditures within our proposal that the city prefers.

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# **EXHIBIT D**

**to Concession Agreement  
between  
the City of Philadelphia  
and  
Burholme Golf & Family Entertainment Center, LLC**

**Slavery Era Disclosure Affidavit**

**CITY OF PHILADELPHIA – BUSINESS, CORPORATE AND SLAVERY ERA INSURANCE ORDINANCE**

A Business Entity entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Business Entity must complete and submit the Affidavit and any attachments to the Procurement Department. This is required only of the Business Entity actually selected for award of a Contract. It must be done after the Contract or Contract amendment has been executed. Questions regarding the Affidavit may be directed to the Procurement Department Public Information Unit at (215) 686-4720 or (215) 686-4721.

City Department Awarding Agreement \_\_\_\_\_ Department Contact Person \_\_\_\_\_

**AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS**

1. I, Ken Sim, am authorized to bind contractually the Business Entity identified below.

2. Information about the Business Entity entering into a Contract with the City is as follows:

|   |                     |                     |                     |
|---|---------------------|---------------------|---------------------|
| <u>Burholme Golf and Family Entertainment Center, LLC</u> |                     | <u>267-575-8989</u> | <u>215-635-2193</u> |
| Business Entity Name                                      |                     | Phone               | Fax                 |
| <u>401 W. Coittman Ave.</u>                               | <u>Philadelphia</u> | <u>PA</u>           | <u>19111</u>        |
| Street Address  | City                | State               | Zip                 |

3. Has the Business Entity submitted the Slavery Affidavit previously? x NO    YES Date of prior submission: \_\_\_\_\_ If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.

4. The Business Entity came into existence in 2011 (year).

5. The Business Entity has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Business Entity represents that:

   x    The Business Entity found no records that the Business Entity or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

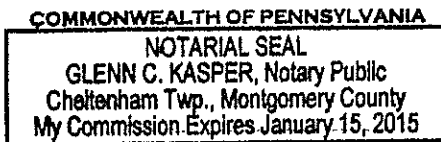
   The Business Entity found records that the Business Entity or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

   The Business Entity found records that the Business Entity or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.

6. I declare under penalty of perjury under the laws of the Commonwealth of Pennsylvania that the representations made herein are true and correct to the best of my knowledge.

Executed on March 23, 2012 at Wyncote, Pennsylvania \_\_\_\_\_  
(Date) (City) (State)

Signature: [Signature] Title: Manager



Notary Glenn C. Kasper

**DEFINITIONS**

**City** means the City of Philadelphia.

**Business Entity** means any individual, domestic corporation, foreign corporation, association, syndicate, joint stock company, partnership, joint venture, or unincorporated association, including any parent company, subsidiary, exclusive distributor or company affiliated therewith, engaged in a business or commercial enterprise.

**Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or

rendering of any service to the City of Philadelphia or the public, which is let, awarded or entered into with or on behalf of the City of Philadelphia or any Department or Agency of the City.

**Enslaved Person** means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

**Investment** means to make use of an Enslaved Person for future benefits or advantages.

**Participation** means having been a Slaveholder during the Slavery Era. Predecessor Business Entity means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Business Entity.

**Profit** means any economic advantage or financial benefit derived from the use of Enslaved Persons.

**Slaveholder** means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

**Slaveholder Insurance Policies** means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

**Slavery** means the practice of owning Enslaved Persons.

**Slavery Era** means that period of time in the United States of America prior to 1865.