

## NOTICE

The New Orleans City Park Improvement Association is issuing a Request for Proposals (RFP) to identify parties who are interested in Contributing Capital and/or Services and Participating in the Development, Operation and Management of the golf complex at City Park in New Orleans, Louisiana.

Parties interested in receiving the RFP packet may request the packet in writing from the City Park Improvement Association, 1 Palm Drive, New Orleans, Louisiana 70124, ATTN: Robert W. Becker, CEO. The packet may also be picked up at the temporary offices of the City Park Improvement Association, on Victory Drive in City Park. Proposals must be received no later than 2:00p.m. Thursday, February 11<sup>th</sup>, 2010. A pre-proposal meeting will be held at the Pavilion of the Two Sisters at New Orleans City Park on 12 Victory Drive in New Orleans, Louisiana on Thursday January 14, 2010 at 10:00a.m. All inquiries concerning the RFP should be submitted in writing to Robert W. Becker ([bbecker@nocp.org](mailto:bbecker@nocp.org)).

**REQUEST FOR PROPOSALS**  
**FOR THE CONTRIBUTION OF CAPITAL AND/OR SERVICES AND PARTICIPATION IN THE**  
**DEVELOPMENT, OPERATION AND MANAGEMENT OF THE GOLF COMPLEX**

Pursuant to a contract between the New Orleans City Park Improvement Association (the "CPIA"), a Louisiana non-profit corporation and agency of the State of Louisiana (the "State") organized and operating for the preservation and improvement of public recreation at New Orleans City Park (the "Park"), with a view to the gradual improvement and ornamentation of the Park as a place of resort and pleasure for the citizens of the State, and the Park Employment and Procurement Corporation (the "Corporation"), a Louisiana non-profit corporation organized pursuant to Act No. 569 of the 1989 Regular Session of the Louisiana Legislature, as amended and reenacted by Act No. 13 of the 1998 First Extraordinary Session of the Louisiana Legislature, the Corporation and the CPIA are soliciting proposals from interested firms for the contribution of capital and/or Services and participation in the development, operation and management of the 18-hole North Golf Course, the Golf Driving Range and the completed Phase I Project (as defined herein), which includes a new 18-hole golf course, a new driving range, a new club house, and associated maintenance areas and facilities and equipment (the "Golf Complex").

The Entire Golf Complex (as defined herein) at the Park, prior to Hurricane Katrina (the "Hurricane"), consisted of three courses comprising 54 golf holes (which 54 golf holes were comprised of three 18-hole courses known as the East Golf Course, the West Golf Course and the North Golf Course), a 100 stall lighted driving range (the "Golf Driving Range"), a club house, and associated maintenance areas and facilities and equipment (collectively, the "Entire Golf Complex"). Since the Hurricane, only the 18-hole North Golf Course and Golf Driving Range have been opened to the public.

The CPIA is currently in the process of implementing its Golf Master Plan which includes the development, renovation and construction of the new 18-hole golf course (known as Course No. 1 in the Golf Master Plan), new club house, new driving range and associated maintenance areas, facilities and equipment (the "Phase I Project"). Respondents should be aware that the portion of the Golf Complex consisting of the Phase I Project is not yet constructed and available for use at this time but as discussed herein the CPIA expects the Golf Complex to be fully open for business by no later than the Summer of 2012. The Respondent selected by this Request for Proposals (the "RFP") will contribute capital and/or Services to assist in the development of the Phase I Project and participate in the development, operation and management of the Golf Complex upon completion of the Phase I Project. The total funding estimated to be required to complete the Phase I Project is approximately \$24.5 million and the CPIA is contributing the following: (i) approximately \$15,554,000 received from the State, FEMA and insurance claims, (ii) the value of the usage of the real property consisting of the portions of the East and West Golf Course (known as Course No. 1 under the Golf Master Plan), North Golf Course, the former club house site, Golf Driving Range and associated maintenance areas and facilities, and (iii) the business value of the North Golf Course and Golf Driving Range.

This document defines the basic contributions and services required, the proposed procedures and criteria used to select a contractor who will contribute capital and/or Services for the Phase I Project and participate in the development, operation and management of the Golf Complex upon completion of the Phase I Project, and other factors pertinent to this RFP.

Responses to this RFP shall be mailed to:

Park Employment and Procurement Corporation  
City Park Improvement Association  
c/o Robert W. Becker  
1 Palm Drive  
New Orleans, Louisiana 70124

The submission envelope shall clearly be marked as submitting a Proposal for the Contribution of Capital and/or Services and Participation in the Development, Operation and Management of the Golf Complex.

A Pre-Proposal Meeting will be held at the Pavilion of Two Sisters at New Orleans City Park on 12 Victory Drive in New Orleans, Louisiana on Thursday, January 14, 2010 at 10:00 a.m. Attendance at the pre-proposal meeting is strongly suggested, but not required. All inquiries and/or requests for clarification of the RFP should be submitted in writing by no later than Monday, January 18, 2010 at 5:00 p.m.

Responses to this RFP must be received prior to the closing date and time of Thursday, February 11, 2010 at 2:00 p.m. local time. The Respondent agrees that its response to this RFP shall be good and may not be withdrawn for a period of ninety (90) calendar days after the opening of proposals.

All inquiries relative to this request should be directed to Robert W. Becker, Ph.D., New Orleans City Park Improvement Association, 1 Palm Drive, New Orleans, Louisiana 70124. Phone: (504) 482-4888; [bbecker@nocp.org](mailto:bbecker@nocp.org).

## REQUEST FOR PROPOSALS

### I. Background

The CPIA, a Louisiana non-profit corporation, is charged by state law (Act 130 of the 1896 Regular Session of the Louisiana Legislature, as amended and supplemented (the "Act")) with the improvement and management of the Park. The CPIA is a state agency under the Louisiana Department of Culture Recreation and Tourism (the "CRT") and thus administers the Park for the benefit of all of the citizens of the State. The CPIA is managed by its Board of Commissioners and its employees, including its Chief Executive Officer. Pursuant to Act No. 13 of the 1998 First Extraordinary Session of the Louisiana Legislature (the "Corporation Act"), the Corporation provides certain procurement functions to and for the benefit of the CPIA, including the solicitation of this RFP.

The Park occupies approximately 1,300 acres in the center of the New Orleans metropolitan area (the "City"). The New Orleans Metropolitan Statistical Area consists of the Parishes of Jefferson, Orleans, Plaquemines, St. Bernard, St. Tammany, St. Charles, and St. John the Baptist, and its population as of July 1, 2008 was 1.13 million (U.S. Census estimate). The Park contains a great variety of recreation facilities, including: two stadiums, a botanical garden, a golf complex, an amusement park, horse stables, extensive catering facilities, soccer and baseball fields, tennis courts, a forest, picnic shelters, jogging, walking and biking trails, multi-purpose recreation and leisure spaces, 22 miles of lagoons and over 12,000 trees. Currently, the Park has over five (5) million visitors a year.

The Entire Golf Complex is a significant portion of the total acreage of the Park and has historically represented a substantial portion of the total revenue received by CPIA to operate the Park. Golf has a long and storied history in the Park, first being played in 1902.

Prior to the Hurricane, the Entire Golf Complex consisted of three 18-hole courses (including the East, West and North Golf Courses) of varying degrees of playability, the Golf Driving Range, a large golf club house, and a small starter station for the North Golf Course, a maintenance facility, parking, and a tournament shelter. The Entire Golf Complex is primarily located off of Filmore and Harrison Avenues in the Park.

On August 29, 2005, the City, including the Park, was severely impacted by the Hurricane. The impact of the storm and the subsequent failure of the federal protection levee system caused catastrophic damage in the City and in the Park. Over 90% of the Park was flooded with between one and eight feet of water. Much of the Park remained flooded for nearly a month. The impact on the Entire Golf Complex was particularly severe. All three courses were extensively flooded and every golf building was extensively damaged. The main golf club house was so severely damaged that it has been demolished. The irrigation system, electrical system, and pump system were all severely damaged. Hundreds of trees were immediately toppled and hundreds more on all the courses have since died. All other golf buildings were damaged to some degree, including the maintenance building, cart shed, North Golf Course starter building, Golf Driving Range, etc.

Despite the catastrophic damage, the Golf Driving Range reopened in March, 2006 and has continued in operation since that time. In addition, the North Golf Course, an 18-hole course was repaired and reopened in September, 2008.

Prior to the Hurricane, total gross revenue, in 2004, derived from golf operations, including greens fees, cart rentals, driving range, and food and beverage was approximately \$4,500,000. Revenue from golf operations generally constituted between 30% and 35% of the total Park gross revenue.

Since the Hurricane, the Park has only received golf revenue from the Golf Driving Range and the North Golf Course. From July 1, 2008 to June 30, 2009, the Park received approximately \$1,154,000 in gross revenue from the operation of both the Golf Driving Range and the North Golf Course (which opened in September, 2008). During that time, the North Golf Course hosted approximately 40,000 rounds of golf. While the Park has secured other sources of operating revenue out of necessity, the restoration of the Entire Golf Complex is considered an extremely important priority both from a revenue point of view and as an opportunity which exists to greatly improve the golf product offered to the public.

Historically, the Entire Golf Complex has been operated by CPIA either directly by staff or through a contract arrangement. At the time of the Hurricane, golf was operated under a management contract between CPIA and Kemper Sports Management (the "Kemper"). All golf employees were employees of Kemper. In November, 2005 the contract was mutually cancelled. At the present time, the North Golf Course and Golf Driving Range are managed and operated by Billy Casper Golf (the "BCG"). BCG was selected as the manager through an RFP process in June, 2008. BCG's management contract expires on December 31, 2010, a copy of which is available for review at the Park's administrative office at the address listed on page 2 of this RFP.

Upon entering into the Contract with City Park (as defined herein) pursuant to this RFP, the Contractor (as defined herein) will provide the capital and/or Services and participate in the development, operation and management of the Golf Complex set forth herein for the benefit of the Park under the supervision and direction of the Chief Executive Officer and Board of Commissioners and in accordance with State law.

## **II. Funding strategy for capital improvements for the Golf Complex**

Beginning prior to the Hurricane and continuing since that time, the Park has sought funding for a complete renovation to the Entire Golf Complex. A master plan for the Entire Golf Complex has been completed and approved by the Board of Commissioners. The State retained the firms of Torre Design Consortium Ltd, a Louisiana Landscape Architectural Firm (the "Torre"), and Rees Jones, Inc., a New Jersey golf course architect (the "Rees Jones"), to develop the Golf Master Plan. They will also design and supervise the construction of the renovation to the Golf Complex in accordance with the public bid law to the extent required by the State. It is the goal of all parties to complete and open the Phase I Project by no later than Summer of 2012.

The Golf Master Plan projects that the total funding needed to complete the Golf Complex is approximately \$24.5 million, including the \$1,254,000 design fee as described in Section VII hereof. The Park has currently allocated the following capital dollars, real estate and business value for the Golf Complex:

- Approximately \$6.354 million in State construction funding (Priority 1) is available for renovations to the East Golf Course;
- Approximately \$3.3 million in State construction funding (Priority 5) has been allocated but is not currently available for renovations to the East Golf Course;
- Approximately \$5.9 million will be available from FEMA for damages to the East and West Golf Course, the former club house site and related golf facilities; provided, however, that the final amount of such monies are subject to FEMA's final review and determination and applicable federal rules and regulations;

- The value of the real property consisting of portions of the East and West Golf Course, North Golf Course, the former club house site, Golf Driving Range and associated maintenance areas and facilities; and
- The business value of the North Golf Course and Golf Driving Range.

### III. Definitions

- a. City Park- means the New Orleans City Park Improvement Association and the Park Employment and Procurement Corporation.
- b. Contact Person- For purposes of obtaining information in regard to this RFP, the contact person is Mr. Robert W. Becker, PhD, the Chief Executive Officer of CPIA.
- c. Contract- The cooperative endeavor agreement evidencing the partnership relating to the contribution of capital and/or Services and participation in the development, operation and management of the Golf Complex to be negotiated and entered into with the successful respondent. The Contract will constitute the entire agreement between City Park and the Contractor.
- d. Contractor- The successful respondent who enters into a Contract with City Park for the contribution of capital and/or Services and participation in the development, operation and management of the Golf Complex.
- e. Services- Services performed in lieu of money, including, but not limited to donation of labor, skills and equipment needed for the Phase I Project.
- f. Evaluation Committee- Pursuant to the provisions of the Act, a five (5) person selection committee established by the CPIA to evaluate proposals to determine the contract award. Such Evaluation Committee will be comprised of the following: the Chief Executive Officer of the CPIA, the current President of the Board of Commissioners, the head of the CPIA's Golf Committee, and two current or former members of the Board of Commissioners chosen by the President of the Board of Commissioners.
- g. Fiscal Year- The fiscal year of the CPIA is July 1 to June 30 of each year.
- h. Formal Date of Award- the effective date of the Contract.
- i. Golf Complex- The 18-hole North Golf Course and the completed Phase I Project which includes a new 18-hole golf course, a new driving range, a new club house, and associated maintenance areas and facilities and equipment.
- j. Phase I Project- The development, renovation and construction of the new 18-hole golf course (known as Course No. 1 in the Golf Master Plan), including a new clubhouse, a new driving range, and associated maintenance areas and facilities and equipment.
- k. Proposal- The proposal submitted by a Respondent for the contribution of capital and/or Services and participation in the development, operation and management of the Golf Complex.
- l. Respondent- A person, partnership, joint venture or other entity submitting a proposal for the purpose of obtaining a contract with City Park to contribute capital and/or Services

and participate in the development, operation and management of the Golf Complex and other services in the Park as described herein.

m. State- State of Louisiana.

#### **IV. Rejection of Proposals**

City Park reserves the right to reject any, and all, proposals received in response to this solicitation. Respondents are not entitled to recover any Proposal preparation costs.

#### **V. Selection Process and Award of Contract**

- a. The Evaluation Committee will evaluate all Proposals that are received on or before the deadline. The Evaluation Committee will rank the Proposals according to the Evaluation Criteria listed herein. The Evaluation Committee will report its findings to City Park as required by law. City Park will select the Contractor with the highest point total, as described in the Evaluation Criteria, and will enter into negotiations with the selected Contractor for the award of the Contract pursuant to the terms, conditions, and specifications described in this RFP (subject in all respects to the right of City Park to reject all proposals); however, until a contract is entered into between the selected contractor and City Park, no contractual or other legal relationship exists between said parties.
- b. By submitting a Proposal, each Respondent attests that it has read and understands the RFP in its entirety.
- c. To select the Contractor which best serves the requirements of City Park, thus ensuring that the best interest of the State will be served; City Park reserves the right to re-advertise for Proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered; and to evaluate in its absolute discretion each Proposal.

#### **VI. Description of Phase I Project**

The Contractor will contribute capital and/or Services and assist in the development of the Phase I Project and upon completion of the Phase I Project, the Contractor will participate in the development, operation and management of the Golf Complex. It should be understood by Respondents that the process of renovation of such an extensive facility which has received extensive damage is one which requires the cooperation and integration of effort from a wide variety of organizations and agencies. At a minimum, the State, the State Office of Facility Planning and Control, CRT, FEMA and CPIA must coordinate design, construction, fund raising, settlement of damage claims, and a myriad of other factors in order to meet the tentative time line. The successful respondent must be prepared for changes and unanticipated obstacles in the Phase I Project.

Upon the anticipated completion of the Phase I Project, the new 18-hole golf course (known as Course No. 1 in the Golf Master Plan) is anticipated to be a championship level course, with all associated golf support facilities, including a new clubhouse, a new driving range, maintenance facility, cart shed, nursery, etc. The exact configuration of these facilities is set forth in the Golf Master Plan and is currently available on [www.neworleanscitypark.com](http://www.neworleanscitypark.com) or at the Administrative Trailer of the CPIA at the address shown on page 2 of this RFP.

## **VII. Contribution**

The Golf Master Plan projects that the total funding needed to complete the Golf Complex is approximately \$24.5 million, including the \$1,254,000 design fee described in this Section. This RFP seeks a Respondent who will contribute approximately \$8.9 million dollars to complete the Phase I Project. Each Respondent should set forth in detail the capital and/or Services available to the Phase I Project. The description should include, but is not limited to, the following: the amount of capital and/or Services to be provided, the source(s) of capital and/or Services to be provided, any terms, conditions and/or restrictions for use of the capital and/or Services for the Phase I Project and the timing and availability of capital and/or Services. Notwithstanding the foregoing, (i) the total contribution provided by the Respondent must be available for the Phase I Project no later than six (6) months after the execution of the Contract, (ii) the capital and/or Services contributed to the Phase I Project must be acceptable to the State and the Park, and (iii) under no circumstance shall the capital and/or Services available for the Phase I Project create a lien or encumbrance on the Park or any of the property or income derived from the property therein. A detailed description of the Respondent's contribution should be submitted in the forms provided in Appendix B.

In addition, the successful Respondent is required to deposit at least \$1,254,000 cash or cash equivalent acceptable to the State Office of Facility Planning and Control at the time of the execution of the Contract, representing the up-front design fees needed for completion of the drawings and design plans prepared by Torre and Rees Jones for the Phase I Project. In order to be selected as the Contractor, the Respondent must demonstrate its ability to pay the requisite amount by the stated deadline and in a manner acceptable to the State and the Park.

## **VIII. Scope of Services to be provided by the Contractor**

The proposal submitted by each Respondent should set forth (i) the scope of services and/or programs related to the development, management, operation and maintenance activities which are required to develop, operate and manage the Golf Complex in a manner that complies with the objectives of CPIA for its golf facilities and the course maintenance standards outlined in Appendix A and (ii) any and all additional programs and/or services (e.g., coordinate and participate in fundraising activities at the Park, develop and/or operate other sports facilities within the Park, and assist in the maintenance and upkeep of the Park) which enhance the quality and caliber of golf in the Park and other activities which will preserve and improve public recreation and the ornamentation of the Park as a place of resort and pleasure for the citizens of the State. Experience, references, and financial capability are to be provided in the forms in the Appendices. The scope of services at a minimum shall include:

- Provision of a Director of Golf who meets the following qualifications: preferably five (5) years experience as a head professional or golf director; proven ability to submit and obtain approval of a budget in golf operations; proven managerial experience in golf course renovation and development; documented experience and training in turf management; experience in the selection, hiring, training, and effective supervision of a golf facility staff; proven commitment to the development of tournaments, junior golf clinics, adult clinics, classroom instruction courses; marketing experience in promoting golf; commits to reside within the State and within a fifty (50) mile radius of the Park.
- Provision of a Golf Superintendent who meets the following qualifications: preferably five (5) years experience as a Golf Superintendent of an 18-hole golf course; possess a Class "A" Superintendent designation: comprehensive knowledge of golf course renovations and maintenance, including irrigation systems, turf management, integrated pest management, golf maintenance equipment and repair, and routine and seasonal activities such as weed control of greens, cleaning of traps, tree trimming, etc.



- Provision of adequate personnel to collect all fees on behalf of the CPIA associated with golf management, including, but not limited to, green fees, cart rentals, equipment rental, range fees, etc.
- Provision of adequate personnel to manage the Golf Driving Range prior to completion of the Phase I Project and the new driving range upon completion of the Phase I Project.
- Provision of all personnel necessary to maintain the Golf Complex to the maintenance standards included in this RFP, including assistant superintendents, supervisors, and all golf maintenance.
- Provision of adequate personnel to manage any food and beverage operations at the Golf Complex including machine and cart vending (Note: All catering at the facilities must be contracted or provided through the CPIA).
- Supervise, direct and train the staff of employees so as to perform duties and meet requirements for sales, rentals and services deemed necessary by the CPIA, excluding tournament and special event catering. (Note: All catering at the facilities must be contracted or provided through the CPIA).
- Maintenance of a credit rating with suppliers, manufacturers, and others so as not to discredit the reputation or name of the Corporation, the CPIA or the Golf Complex.
- Report to the CPIA golf management committee and the Park Chief Executive Officer on all aspects of the golf operation.
- Promotion and management of all golf tournaments and other related golf activities.
- Provision, promotion and management of all golf instruction at the facilities (either directly or through third party contracts), including junior golf programs and community outreach programs.
- Preparation of the annual budget and business plans for golf operations and maintenance.
- Develop and implement cash control, theft prevention programs and accounting systems, including monthly and annual reporting that guarantees the security of all financial transactions.
- Adoption of and compliance with the CPIA's safety program, (including, without limitation, compliance in all respects with the State Risk Management Safety review upon request).
- Development and enforcement of standards of conduct for all employees and third party contractors, including clear employment policies, customer service and appearance plans and programs.
- Preparation of marketing plans to be reviewed and approved by the CPIA.
- To maintain all machinery, equipment, and materials for the maintenance and upkeep of the Golf Complex, provided that such machinery, equipment, tools etc. will be provided by the Park upon request by the Contractor.
- Furnish and maintain in good order and repair at the expense of the Contractor, all golf carts and other golf equipment for rental to the golfing public commensurate with a public golf course.

#### **IX. Duties of City Park**

City Park's duties shall be:

- To contribute the following towards the completion of the Phase I Project: (i) approximately \$15,554,000 to be received from the State, FEMA and insurance claims (provided, however, that such capital contribution by the CPIA is subject to the State and FEMA's final review and approval and applicable federal rules and regulations), (ii) the value of the usage of the real property consisting of the portions of the East and West Golf Course (known as Course No. 1 in the Golf Master Plan), the 18-hole North Golf Course, the former club house site, Golf Driving Range and associated maintenance areas and facilities, and (iii) the business value of the North Golf Course and Golf Driving Range.
- To cooperate in all respects with the Contractor, and to render all reasonable assistance to the Contractor both in the performance of its duties and the rendering of services required of the Contractor under the Contract.

- The CPIA shall have the right to monitor the financial and other operations of the Contractor by among other things:
  - checking daily cash deposits;
  - monitoring monthly financial performance; and
  - performing internal audits as deemed necessary.
- To have general and specific oversight powers in connection with the development, management and operation of the Golf Complex as more particularly described in the Contract.

## **X. Compensation**

The financial proposal submitted by each Respondent should set forth the return the Contractor will seek on its investment in the Phase I Project and other compensation from its management and operation of the completed Golf Complex (pursuant to the minimum standards set forth in Appendix A); provided, however, that under no circumstance shall the Contractor receive compensation during the Park's Fiscal Years 2009 and 2010; provided, further, that the Contractor may be entitled to receive an agreed upon portion of the management fee from the operation and management of the North Golf Course and the Golf Driving Range after the expiration of the BCG management contract and prior to the completion of the Phase I Project; and provided, further, that upon completion of the Phase I Project, the Contractor may receive an agreed upon portion of the revenue generated from the Golf Complex, as more specifically described in the Contract. City Park also reserves the right to negotiate with the Contractor a minimum annual guarantee payment or other subsidy to be paid to the CPIA. The Phase I Project is expected to be operational and generating revenue by the Summer of 2012. The specific financial proposal should be submitted in the forms provided in Appendix C.

## **XI. Term of Contract**

The Contract awarded pursuant to this RFP will begin on the Formal Date of Award and will terminate on December 31, 2035. The Respondent may submit a response that provides for a longer term; provided, however, that such response must also state the justification(s) therefore.

## **XII. Evaluation Criteria for the Request for Proposals**

The Evaluation Committee will evaluate and rank all timely and substantially compliant submitted proposals utilizing the following criteria.

- a. **Financial Capability.** (35%) The Respondent should provide clear evidence that demonstrates (i) the amount of capital and/or Services available for the Phase I Project, (ii) the Respondent's ability to make such contributions for the Phase I Project, including the amount needed for the up-front design fees, and (iii) the Respondent's capability of participating in the development, management and operation of the Golf Complex. The Respondent should (i) provide the time period for which the capital and/or Services will be available to the CPIA for the Phase I Project; provided that such time period shall not extend past the requisite date set forth in Section VII hereto and (ii) demonstrate that the funds required to be paid to the State Office of Facility Planning and Control for the up-front design fees will be available by the date set forth in Section VII hereto. The Respondent should also include a brief description of the proposing entity's type of organization (for profit, non-profit, partnership, etc.), including its history, name, address, telephone and facsimile numbers, electronic mail address, etc., audited financial statements (or if permitted under Appendix A, tax returns) for the last two fiscal years, if available, and other information requested pursuant to Appendix B. The Respondent

should also disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals or difficulties which might materially affect the viability or stability of the proposing entity. CPIA may obtain a credit report from Dun and Bradstreet. A credit information release form will be required.

- b. Response to expectations on the Respondent's return on its contribution, or other expected compensation. (35%) The Respondent should set forth its expectations on the return of its capital and/or the Services contributed to fill the funding gap associated with the development, renovation and construction of the Phase I Project. City Park will also consider the value of the CPIA's investment in the Phase I Project in relation to the Respondent's proposed investment and any minimum annual guarantee payments or other subsidies paid by the Contractor to the CPIA.
- c. Experience and Qualifications with the Development, Operation and Management of 18-hole Golf Courses. (20%) It is preferred if the Respondent, its staff or its representatives have at least five (5) years of successful management experience relating to the operation of 18-hole golf courses. Additional consideration will be given for experience in managing multi-course operations. It is anticipated that the successful Respondent would bring substantial expertise in making capital improvements to the courses, as needed, and ancillary facilities. Additional consideration will be given for experience in managing public golf course operations and for managing multi-course operations. As set forth in greater detail in Section VIII, the Head Golf Professional must possess the designation of a PGA Class "A" Golf Professional and the Golf Superintendent must possess the designation of a Class "A" Superintendent. The Respondent's experience and prior relationships with the CPIA and the Park will be considered as a part of its qualifications.
- d. Understanding of the Project. (10%) Understanding of the project demonstrated in its response to the RFP. This includes:
  - Performing internal audits as deemed necessary;
  - Respondent's approach to providing the required services in Section VIII;
  - Respondent's plan to staff the facilities outlined in Appendix A;
  - Respondent's plans to operate a pro-shop, concession areas, driving range and golf instruction programs;
  - Respondent's plan to implement golf programs (including junior golf and community outreach programs), tournaments and outings;
  - Respondent's plan to market, promote, publicize and advertise the Golf Complex; and
  - Respondent's understanding of the difficulties involved in recovering golf courses from catastrophic events and the necessity to rebuild the business of golf in the Park.

### **XIII. Insurance and Indemnification**

#### **a. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

- i. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability Coverage ("occurrence" form CG 001 or equivalent form). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause."

- ii. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability and Endorsement CA 0025 or CA 0001 12 90 or equivalent form. The policy shall provide coverage for owned, hired and non-owned coverage. If an automobile is to be utilized in the execution of the Contract, and the Contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
  - iii. Worker's Compensation insurance as required by the Labor Code of the State, including Employer's Liability insurance.
- b. **MINIMUM LIMITS OF INSURANCE**  
 Contractor shall maintain limits no less than:
  - i. Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
  - ii. Automobile Liability: \$2,000,000 combined single limit per accident, for bodily injury and property damage.
  - iii. Workers Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code of the State and Employer's Liability coverage. Exception: Employers liability limit is to be \$2,000,000 when work is to be over water and involves maritime exposure.
- c. **DEDUCTIBLES AND SELF-INSURED RETENTIONS**  
 Any deductibles or self-insured retentions must be declared to and approved by City Park. At the option of City Park, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CPIA, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- d. **OTHER INSURANCE PROVISIONS**  
 The policies are to contain, or be endorsed to contain, the following provisions:
  - i. **General Liability and Automobile Liability Coverage**
    - 1. The State, all State Departments, Agencies, Boards, Commissions, the Park, the CPIA, the Corporation, the Friends of City Park, their officials, employees, Commissioners and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the State, all State Departments, Agencies, Boards, Commissions, the Park, the CPIA, the Corporation, the Friends of City Park, their officials, employees, Commissioners and volunteers, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State.
    - 2. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the State, all State Departments, Agencies, Boards, Commissions, the Park, the CPIA, the Corporation, the Friends of City Park, their officials, employees, Commissioners and volunteers.
    - 3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - ii. **Workers Compensation and Employers Liability Coverage**
    - 1. The insurer shall agree to waive all rights of subrogation against the State, all State Departments, Agencies, Boards, Commissions, the Park, the CPIA, the Corporation, the Friends of City Park, their officials,

employees, Commissioners and volunteers for losses arising from work performed by the Contractor for the Park.

iii. Coverage

1. Contractor shall endeavor to provide thirty (30) days prior written notice before coverage is voided, cancelled, or reduced in coverage or in limits.

e. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of A-VI or higher. This rating requirement may be waived for workers' compensation coverage only.

f. VERIFICATION OF COVERAGE

Contractor shall furnish City Park with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by City Park before work commences. City Park reserves the right to require complete, certified copies of all required insurance policies, at any time.

g. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

h. The following indemnification provision will be included in the Contract:

- i. The Contractor agrees to protect, defend, indemnify, save and hold harmless the State, all State Departments, Agencies, Boards, Commissions, the Park, the CPIA, the Corporation, the Friends of City Park, their officials, employees, Commissioners and volunteers (the "Indemnified Parties"), from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, and any and all costs, expense and/or attorney fees incurred by the Indemnified Parties as a result of any claim, demands, and/or causes of action except of those claims, demands, and or causes of action arising out of the negligence of the State, all State Departments, Agencies, Boards, Commissions, the Park, the CPIA, the Corporation, the Friends of City Park, their officials, employees, Commissioners and volunteers, it being understood that the Contractor is not an agent of the State within the meaning of this Section. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

#### **XIV. Construction; Venue**

The Contract awarded pursuant to this RFP shall be governed by and construed in accordance with State law applicable to cooperative endeavor agreements. Each party to the Contract shall irrevocably submit to the exclusive jurisdiction of any State court or federal court sitting in Parish of Orleans, State of Louisiana over any action or proceeding arising out of or related to the Contract and the transactions contemplated thereby, as well as any dispute of any nature between the Contractor and City Park. This RFP and any contract awarded pursuant hereto shall be construed in accordance with and governed by State law.

#### **XV. Severability**

The invalidity or unenforceability of any provision of the Contract awarded pursuant to this RFP shall in no way affect the validity or enforceability of any other provision.

## **XVI. Waiver**

No delay or omission of City Park or of any party related to City Park to exercise any right or power accruing upon any failure to insist upon strict compliance with any terms, covenants or conditions of the Contract awarded pursuant to this RFP shall not exhaust or impair any such right or power or shall not be construed to be a waiver of any such failure, or acquiescence therein; and every power and remedy given by the Contract to City Park may be exercised from time to time and as often as may be deemed expedient.

## **XVII. Waiver or Modification**

Any waiver, alteration or modification of any of the provisions of the Contract awarded pursuant to this RFP or cancellation or replacement of such Contract will not be valid unless in writing and signed by the parties to the Contract.

## **XVIII. Benefit and Assignment**

The Contract awarded pursuant to this RFP shall inure to the benefit of and bind the Contractor, City Park and their respective legal representative, successors, heirs, personal representatives and assigns. The Contractor shall not assign all or any part of the Contract (or engage any subcontractors) without the prior written consent of City Park. City Park shall have the right to assign the Contract.

## **XIX. Discrimination**

The Contractor must agree in the Contract not to discriminate in its employment practices, and will render services under this Contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation or disabilities and in compliance with all other applicable federal, state and local laws governing employment practice. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of the Contract.

## **XX. Ethics in Public Contracting**

Each Respondent certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a Proposal. The Respondent also certifies that its Proposal was made without fraud and that it has not offered or received any kickbacks or inducements from any other Respondent in connection with this RFP. The Respondent further certifies that no relationship exists between itself and City Park or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with City Park. For breach or violation of this warranty, City Park shall have the right to terminate the Contract, either in whole or in part. The rights and remedies of City Park provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the Contract.

## **XXI. Taxes**

The Contractor is responsible for payment of all applicable taxes from the funds to be received under the Contract.

## **XXII. Termination**

The Contract awarded pursuant to this RFP will contain standard termination provisions to be negotiated but shall include provisions that provide for the Contract to terminate or be subject to termination upon the happening of any of the following events:

- a. On December 31, 2035 at 11:59 p.m. CST or at such earlier or later date as provided in the Contract.
- b. A breach or failure to perform under the Contract subject to a reasonable cure period.
- c. A voluntary or involuntary proceeding of insolvency or bankruptcy is filed by or against the Contractor.
- d. Should the Golf Complex suffer catastrophic damage, City Park as well as the Contractor may cancel the Contract.

## **XXIII. Inspection of Facilities and Data**

Respondents will be allowed to inspect the applicable facilities in accordance with an agreed upon schedule. Sufficient data will be provided for preparation of a responsive proposal including, but not limited to, the following;

- a. The July 1, 2009 – June 30, 2010 budget for golf operations at the Park;
- b. Organization Chart;
- c. Current inventory of equipment;
- d. Golf Master Plan;
- e. Resolution of the Board of Commissioners of the CPIA adopted on May 26, 2009, attached hereto as Appendix F, which authorizes the implementation of the Phase I Project; and
- f. November 2007 golf market study, as updated.

Respondents should contact the Contact Person to arrange for such inspection(s).

## **XXIV. Submission Requirements**

Respondents are expected to submit all documentation and supporting data necessary for the complete evaluation of Respondent's Proposal pursuant to the evaluation criteria established herein. Parties interested in submitting a Proposal to the Request for Proposals must submit ten (10) copies of the Proposal to:

Park Employment and Procurement Corporation  
City Park Improvement Association  
c/o Robert W. Becker, Ph.D.  
1 Palm Drive  
New Orleans, Louisiana 70124

The Proposals must be sealed in a clearly marked envelope, which must read:  
Proposal for the Contribution of Capital and/or Services and Participation in the Development, Operation and Management of the Golf Complex.

All questions regarding this RFP shall be directed to:

Robert W. Becker  
Chief Executive Officer  
City Park Improvement Association  
1 Palm Drive  
New Orleans, Louisiana 70124  
(504) 482-4888

Under no circumstances may anyone submitting a response to this Request for Proposal contact any member of the CPIA Board of Commissioners, the Evaluation Committee, or the Staff of the CPIA other than Mr. Becker. Any contact or communication made in violation of this requirement may constitute grounds for disqualification.

All proposals must be received by Thursday, February 11, 2010 at 2:00 p.m.