



COORDINATING COMMITTEE  
PUR-1644  
REQUEST FOR PROPOSALS

REGARDING QUALIFICATIONS AND EXPERIENCE/  
TECHNICAL PROPOSALS AND PRICE PROPOSALS

**FOOD SERVICES AT THE WASHINGTON COUNTY BLACK ROCK GOLF COURSE**

The Board of County Commissioners of Washington County, Maryland is requesting Qualifications and Experience/Technical Proposals and Price Proposals from qualified food service Providers to provide food services to at the Black Rock Golf Course, in Hagerstown, Maryland.

The Washington County Coordinating Committee will be evaluating submissions to this request and select a Provider judged to be the highest ranked responsible and responsive vendor to the request. The Committee reserves the right to interview some or all prospective Providers to discuss Qualifications & Experience/Technical Proposals as well as Price Proposals.

The format for submittals, information regarding the scope of work, and selection criteria used by the Committee is available immediately from the Washington County, Maryland website by accessing: <https://www.washco-md.net/purchasing-department/purch-open-invites/>, for assistance you may contact the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, MD 21740, telephone 240-313-2330.

A Pre-Proposal Conference/Teleconference will be held on **Wednesday, October 4, 2023, at 11:00 A.M., (EDT/EST)** at the at the Black Rock Golf Course, 20025 Mt. Aetna Road, Hagerstown, Maryland. All interested proposers are requested to be present. Attendance is not mandatory but is strongly encouraged. Proposers who wish to participate via teleconference, please call **prior to the teleconference 240-313-2330 for further instructions.**

All interested Providers shall send one (1) original, five (5) copies and five (5) flash drives of the Qualifications and Experience Submittal enclosed in a sealed opaque envelope marked **(PUR-1644) FOOD SERVICES AT THE WASHINGTON COUNTY BLACK ROCK GOLF COURSE"** and one (1) original, five (5) copies and five (5) flash drives of their Price Proposal in a separately sealed opaque envelope marked **"PRICE PROPOSAL – (PUR-1644) FOOD SERVICES AT THE WASHINGTON BLACK ROCK GOLF COURSE "**, to the Office of Brandi Naugle, CPPB, Buyer, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland 21740, no later than **4:00 P.M (EDT/EST), Wednesday, November 29, 2023.** The Provider's name and address shall be written on the outer packaging. The Washington County Coordinating Committee will evaluate the submittals. Failure to comply with providing the required information for the Committee's review may result in disqualification. The County intends to open and review each Provider's Q & E to evaluate their qualifications and experience first. If the Q & E is deemed acceptable, the envelope containing the Provider's Price Proposal will then be opened. For those Q & Es considered unsatisfactory, the envelope containing the related Price Proposal

100 West Washington Street, Room 3200 | Hagerstown, MD 21740-4748 | P: 240.313.2330 | F: 240.313.2331 | TDD: 711

will be returned unopened to the respective firm's return address located on the outer packaging. ***Facsimile Bids or any electronic bid submission will not be accepted.***

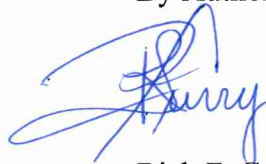
**NOTE:** All Proposers must enter the Washington County Administrative Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference. Alternate routes are controlled by a door access system. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not limited to: Weapons of any type; Firearms, ammunition, and explosive devices; Cutting instruments of any type - including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace, or any other chemical defense sprays; and Illegal substances.

Each proposal must be accompanied by a Bid Bond from a reputable insurance company authorized to post such Bonds in the State of Maryland in an amount equal to five (5%) percent of the base proposal. Certified/Cashiers' checks made payable to the Washington County Treasurer will be accepted in lieu of said bond. Proposer's Non-Collusion/Anti-Bribery Affidavit must also be submitted with the proposal.

Inquiries regarding this request should be directed to **Brandi Naugle, CPPB, Buyer** at [purchasingquestions@washco-md.net](mailto:purchasingquestions@washco-md.net). The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any and/or all proposals and to waive formalities, informalities, and technicalities therein. The Board reserves the right to contact a Proposer for clarifications and may, at its sole discretion, allow a Proposer to correct any and all formalities, informalities, and technicalities and take whatever action is determined to be in the best interest of Washington County, Maryland by the Washington County Coordinating Committee.

Washington County, Maryland shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The County Commissioners of Washington County, Maryland do not discriminate on the basis of race, color, national origin, sex, religion, age, and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than seven (7) calendar days before the Pre-Proposal Conference/Teleconference.

By Authority of:



Rick F. Curry, CPPO  
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND





## COORDINATING COMMITTEE

PUR-1644

### REQUEST FOR PROPOSALS

#### REGARDING QUALIFICATIONS AND EXPERIENCE/ TECHNICAL PROPOSALS AND PRICE PROPOSALS

#### FOOD SERVICES AT THE WASHINGTON COUNTY BLACK ROCK GOLF COURSE

September 20, 2023

#### **I. INTRODUCTION**

The Washington County Black Rock Golf Course is requesting proposals for food service operations in the café area of the golf course clubhouse during golfing hours seven (7) days per week. The Food Service Provider may also operate after golf hours with opening and closing times mutually agreed upon by the County and the Provider.

The site location is the Black Rock Clubhouse at 20025 Mt. Aetna Road, Hagerstown Maryland. The leased area will be the kitchen, bar area and assigned dining area. Leased common areas include the restrooms, outdoor covered patio, and pavilion.

The Black Rock Golf Course is located east of Hagerstown and has an 18-hole championship golf course. The clubhouse overlooks the Appalachian Mountains, the golf course and water features. The Black Rock Golf Course is located adjacent to surrounding residential neighborhoods and the more densely mixed use developed Robinwood Drive corridor. The clubhouse includes a fully stocked proshop and an indoor golf simulator. Included as Attachment F are the 2023 financial statements including beverage sale reports and tournament schedule.

The contract Agreement term length is three (3) years with an option for one (1) year renewals. A three (3) month rent-free grace period will be provided for startup of operations from the day the Agreement is executed. The base monthly rent will be fixed for three (3) years and increase a maximum of 4% thereafter with each renewal.

#### **II. OBJECTIVES OF RFP**

To result in a contract between the successful proposer and Washington County, Maryland that will meet the following objectives:

- A. To deliver high-quality food service that meets the Washington County Health Department standards.
- B. To operate the food and beverage service using experienced and professionally trained personnel.

- C. To operate during open golf hours set by the golf course seven (7) days a week for (twelve) 12 months of the year. The vendor will have an option to operate after golf hours (5 p.m.).
- D. To provide a breakfast and lunch/dinner menu for golf patrons and catering options for golf tournaments that are scheduled by the Golf Manager.
- E. The menu options provided for golf patrons may be varied but shall at a minimum offer standard American fare. The Provider may offer additional and varied menu options after golfing hours.
- F. To furnish and sell all food, beverage and snacks on premise including alcohol with an approved liquor license.
- G. To maintain an open collaborative relationship with the Black Rock Golf Course staff and County administration.

### III. PROPOSAL PROCESS

- A. The following is a schedule of events concerning the proposal process:

Distribution of the RFP	Wednesday, September 20, 2023
Pre-proposal meeting and site visit	Wednesday, October 4, 2023, at 11:00 A.M.
Deadline for receipt of questions	Wednesday, October 18, 2023, at 4:00 P.M.
Deadline for Receipt of Proposals	Wednesday, November 29, 2023, at 4:00 P.M.
Commence Services on or before	Monday, April 1, 2024

- B. One (1) complete original with five (5) exact duplicate copies of the proposal (Q&E/ Technical Proposal and Price Proposal) shall be submitted in separately sealed envelopes to:

Brandi Naugle, CPPB – Buyer  
Washington County Purchasing Department  
Washington County Administration Complex  
100 West Washington Street, Suite 3200  
Hagerstown, MD 21740

- C. Proposals must be received no later than **4:00 P.M., (EDT/EST), Wednesday, November 29, 2023**, at the address set forth above. Proposals received after the stated deadline for receipt of proposals shall not be considered and shall be returned unopened.
- D. All proposals must be accompanied by a guaranty given in the amount of five percent (5%) of the proposed base proposal and may be given at the option of the proposer by Certified Check, Cashier's Check or Bid Bond from a reputable insurance company authorized to post such Bonds in the State of Maryland.

### IV. SELECTION CRITERIA (Criteria for Evaluation)

- A. The Washington County Coordinating Committee will evaluate responses to this request and select those Providers judged to be most qualified. It is the County's intent to open and review each firm's Q&E/Technical Proposal to determine qualifications and experience and technical approach for providing the subject services. If the Coordinating Committee determines that a Provider's Q & E/Technical approach is satisfactory, the envelope containing the Provider's Price Proposal will then be opened. While the highest responsive Price Proposal will not necessarily be the basis of selection, the rent offered will be a major consideration in the selection process.
- B. The Washington County Coordinating Committee shall be comprised of the Director of Public Works (Chair Designee), Parks Supervisor, Golf Course Manager, County Buyer, and Director of Purchasing. The County reserves the right to substitute Committee members, if necessary. The approval or disapproval of Contractors will be determined by their response to this request and on past performance. No assumptions should be made on the part of the Contractor as to this Committee's prior knowledge of Contractor's abilities.
- C. Since it is the County's desire to select the most qualified Provider, the Coordinating Committee reserves the right to schedule oral presentations with Providers to assist in the evaluation. Presentations shall take place within ten (10) business days following notification. Discussions may cover cost, methods of operation, and all other relevant factors.
- D. The proposer shall be selected based on the proposer's written proposals and any requested presentations. The Coordinating Committee shall review all proposals and make their recommendations for selection. The primary criteria used in making a selection shall be as follows:
  - 1. The proposer's demonstrated experience and expertise in similar settings and operations.
  - 2. Past history and references or reviews. Proposers shall include a listing of references with their proposals, indicating facility locations, names, and telephone number of facility contact person. This list shall contain at least five (5) current references or reviews of the past five (5) years, preferably of a size and service complexity comparable to the Black Rock Golf Course.
  - 3. The proposer's financial stability and condition.
  - 4. Proposer's development of an operating plan for food service that best meets the stated objectives and needs. The operating plan shall include a Quality Assurance Plan and proposed staffing/personnel plan including qualifications of personnel who will be involved in providing services at the Black Rock Golf Course.
  - 5. Services and menu quality offered, and the prices proposed for breakfast, lunch, event catering, and beverages. The county reserves the right to request the samples identified in this section as part of the evaluation process prior to making an award recommendation. Provide a sample of selected food items.

6. Demonstrate how the proposer will be cross promotional with the Black Rock Golf Course and mutually beneficial to each other.
7. Evaluation of the price proposal with the proposed monthly rent and overage percentage of gross sales rent offered
8. Oral presentations, if required.
9. Geographic location in relationship to Washington County, Maryland.
10. Compliance with proposal instructions.

## **V. METHOD OF AWARD**

- A. The award shall be made to the proposer whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal; the price proposal will be considered firm and cannot be altered after receipt per the terms of this proposal, unless the County requests an additional financial proposal via a best and final offer. This does not imply a best and final offer opportunity will be available to the proposers.
- B. The County reserves the right to award this contract not necessarily to the proposer with the highest rent offered, but to the proposer that demonstrates the best ability to fulfill the requirements of the RFP and provide value added to the Black Rock Golf Course. The successful proposer shall be chosen based on the qualifications and selection criteria discussed in Sections IV and V of this proposal.
- C. The successful proposer shall commence work only after the transmittal of a fully executed contract Agreement and after receiving written notification to proceed from Washington County, Maryland. The successful proposer shall perform all services indicated in the proposal in compliance with the negotiated contract.
- D. Washington County, Maryland reserves the right to reject any or all proposals for any reason, in whole or in part, received in response to this RFP. Washington County, Maryland shall not pay for any information herein requested, nor is it liable for any costs incurred by the proposer.

## **VI. PROPOSAL PACKAGE**

The County shall require interested firms to provide Qualifications and Experience/Technical Proposals concurrently with Price Proposals, each to be presented in separately sealed opaque envelopes. Proposers must submit a response in the form of a proposal that includes the following sections.

### **A. Transmittal Letter (DO NOT INCLUDE ANY PRICE FIGURES)**

1. This letter is to be a brief letter, addressed to Brandi Naugle, CPPB – County Buyer, Washington County Coordinating Committee, C/O Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington

Street, Suite 3200, Hagerstown, MD 21740, which provides the following information: Name and address of the proposer.

- a. Name, title, and telephone number of the contact person for the proposer.
- b. A statement that the proposal is in response to this RFP; and
- c. The signature, typed name, and title of the individual who is authorized to commit the proposer to the proposal.

**B. Qualifications and Experience/Technical Proposal Submittal (DO NOT INCLUDE ANY PRICE FIGURES)**

1. **Qualifications and Experience:** To be considered for award of this contract, the proposer shall meet the following minimum qualifications and experience:
  - a. The proposer must be organized for the purpose of providing restaurant and/or catering food service and must have five (5) years previous experience with proven effectiveness in the industry.
  - b. The proposer must have an ability for an onsite operational opening by April 1, 2024.
  - c. The proposer must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements.
  - d. The proposer must submit a certified copy of a current financial report of the company. If the company is a subsidiary or division of a corporation, the relationship of the proposer must be clearly delineated in the proposal. A detailed and certified financial statement shall be submitted by all corporations.
  - e. The proposer shall submit a listing of references or professional reviews with their proposals, indicating facility locations, name, and telephone number of facility contact person. This list shall contain at least five (5) current references of the past five (5) years, to demonstrate capability to perform the specified services.
  - f. The proposer shall submit a performance bond in the amount of 100% of the total base bid contract after award the equivalent of twelve (12) month's rent and submit to the County with the executed contract prior to start up. However, all proposals must be accompanied by an agreement of surety (Consent of Surety) for 100% of the awarded amount if the contract is awarded to its principal. The consent of surety must not contain any conditions or reservations, other than the condition that the contract is to be awarded to the proposer. Failure to submit the consent of surety will result in immediate rejection of a proposer's proposal.

2. **Technical Proposal:** This portion of the proposal must address each item listed below:

a. Introduction

1) Company Profile

- a) Date organized to provide food service.
- b) Corporate background and depth of support, including description of parent company, if any.
- c) Number of employees
- d) Number of years doing business

2) Describe current operations of the business

- a) Locations
- b) Expansion or growth history
- c) Type/size

3) The Provider's achievements and accomplishments

- 4) Provide information on how the Provider proposes the Black Rock Golf Course will be cross-promotional and mutually beneficial to each other.
- 5) Describe the type of proposed food service offered and the target audience.
- 6) Describe the proposed investment in the facility including the dining area, décor, and any common use areas such as the patio, pavilion, and outdoor space.

b. Operational Standards – All proposals must clearly define:

- 1) Quality and inventory control methods and standards.
- 2) Proposed Menu(s) with anticipated pricing.
- 3) Specific procedures for providing food service including management and administration.



- 4) Insurance: See Section XVII., C. herein and Attachment A herein for minimum requirements.
  - 5) Policies and Procedures – The proposal shall indicate the method the proposer will follow in establishing and revising food service policies and procedures.
  - 6) Accreditation – The proposal shall address the proposer’s plan to secure and/or maintain any food service accreditation and licensing.
  - 7) Personnel – The proposal shall provide a staffing structure for the food service operation.
3. **Price Proposal:** As a minimum, Price Proposals shall include the following:
- a. The Proposal Form contained herein, Attachment B.
  - b. Fully executed Non-Collusion/Anti-Bribery Affidavit (Attachment C), executed by the appropriate legal representative of the proposing firm on the form provided.
  - c. Fully executed Government-Wide Debarment and Suspension Affidavit (Attachment D) using the form provided herein.
  - d. The required five percent (5%) Bid Bond.
  - e. Conclusions, remarks and/or supplemental information pertinent to this request.

## **VII. SCOPE OF WORK**

### **A. Description of Current Operation**

1. The Black Rock Golf Course hosts approximately thirty thousand (30,000) rounds of golf per year and over forty (40) golf tournaments. Current food and beverage service consists of beverage and prepackage snacks with no onsite prepared food options. The Black Rock Golf Course has a liquor license for the premise which is anticipated to be transferred to the food service Provider.
2. The Golf Course operates year-round 7 a.m. – 5 p.m., seven (7) days per week, exclusive of holidays and weather closures. Golf Course operating hours may shorten depending on weather and seasonal daylight.
3. The Golf Course has a full-service commercial kitchen and dining area. The restaurant dining and kitchen area are being provided “as-is” and the Provider must seek approval for changes to the leased or common space.

**B. Proposer Service Requirements** - Proposers shall be expected to provide the following services as part of the food service program:

1. Food & Supplies

- a. Purchase and safely manage all consumable supplies and food products that are required for food service operation. These supplies and food products shall remain the property of the proposer. The proposer shall provide kitchen cleaning supplies for the kitchen area.
- b. Be responsible for routine cleaning and housekeeping of food service preparation, service, dining, and storage area and will, on a continuing basis, maintain standards of sanitation required by state or local regulations. The County will be responsible for removal of trash and garbage after proposer's placement of trash and garbage in the County supplied dumpsters.
- c. Inspections of kitchen facilities by County and State health agencies must achieve satisfactory ratings.

2. Licenses, Fees, Taxes

- a. Tenant shall secure and pay all federal, state, and local licenses, permits, and fees required for the operation of the food services provided hereunder. Tenant/Concessionaire shall provide Landlord with a copy of all permits issued by the Washington County Health Department for this concession facility. During the period of this agreement, if it is deemed by taxing authorities that all, or a portion of the services provided hereunder are to be subject to a sales or similar tax which has not been collected by the proposer, the County agrees to pay such tax.

3. Rent Payment/Record-keeping

- a. All rent payments shall be submitted to the Washington County Budget and Finance Office at 100 West Washington Street, Hagerstown, MD 21740 and paid on the first day of each month. The percent of sales rent shall be payable a minimum twice a year for the periods January – June and July – December and shall be paid on July 1<sup>st</sup> and February 1<sup>st</sup>. In the event the Provider fails to timely pay rent and rent remains due and delinquent in excess of ten (10) days, Provider shall pay upon demand a late charge equal to one- and one-half percent (1 ½ %) per month of the amount of the rent delinquent.
- b. Access and Records - The proposer shall keep full and accurate records of sales in connection with the food services. Percent of sales rent includes all gross sales from all dining and takeout services where the food and beverage originated from the leased area. A copy of the of Maryland sales tax records shall be provided with the percent of sales payment. In addition, all such records shall be available for auditing by the County at any time during regular working hours.

4. Return facility in good working order

- a. The proposer shall return to the County at the expiration of this contract the food service premises and all equipment furnished by the County in the condition in which received except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than employees of the proposer without negligence on the part of the proposer or its employees and providing that all damages and losses are reported to the County for all items covered by this paragraph. The proposer is responsible for all upgrades and renovations to the leased areas.
- b. Damage incurred to the County's physical plant and/or equipment/supplies as a result of the proposer's negligence or intentional misuse/abuse shall be the responsibility of the proposer and shall be repaired or replaced at the proposer's expense.

5. Uniforms for Proposer Staff

- b. The Company shall have professional, neat uniforms or work attire for employees.

**C. Menu Specifications**

1. Golf Course Menu

- a. Breakfast
  - i. The Company shall offer quick grab and go breakfast options and beverages.
- b. Lunch
  - i. The Company shall offer at a minimum standard American fare menu options.
- c. Catering
  - i. The Company shall offer several catering menu options for golf tournaments and rental groups totaling up to one hundred fifty (150) people.
- d. Beverages
  - i. Provide a sample beverage non-alcoholic and alcoholic menu with prices. During golf operation hours alcohol sale prices will be mutually agreed upon by the County and the Provider. No alcohol can be brought onto the golf course property by the golfers. All alcohol must be purchased on site. The Company may provide and operate a beverage cart on the golf course.

- e. Snacks
  - i. The Company shall offer prepackaged food and snacks during golf course operation hours.
- f. Dining
  - i. The Company is free to offer dining and beverage options after course hours at its discretion.

## **VIII. CONTRACT REVIEW**

- A. Washington County, Maryland and the Food Services Provider shall, within thirty (30) calendar days of execution of an agreement, set dates through the scheduled contract termination date for quarterly review meetings between the County and the Food Service Provider personnel for the evaluation and amendment, if necessary, of the Agreement.
- B. The County and the Food Service Provider shall, within thirty (30) calendar days of execution of an agreement, formulate a monthly report form that will establish the basis for the quarterly review sessions.

## **IX. TERMINATION OF CONTRACT**

- A. **Termination for Cause:** Washington County, Maryland may terminate the contract at any time that the proposer fails to carry out its provisions or to make substantial progress under the terms specified in the contract.
  - 1. Washington County, Maryland shall provide the proposer with sixty (60) calendar days' written notice of conditions endangering performance. If after sixty (60) calendar days written notice the proposer fails to remedy the condition contained in the notice, Washington County, Maryland shall issue an order to stop services immediately.
- B. **Unilateral Right to Terminate.** With the mutual agreement of the County and the proposer upon receipt of not less than ninety (90) calendar days' written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party. In the event of termination, the liquor license shall remain at the Black Rock Golf Course.

## **X. RESPONSIBILITY OF COUNTY**

- A. The Black Rock Golf Course and/or County shall be responsible for and provide:
  - 1. Provide adequate ingress and egress to all service areas.
  - 2. Adequate heat, lights, ventilation, and functioning utilities. The Food Service Provider shall be responsible for payment of propane for cooking and the sub-metered electric cost for the kitchen equipment. Washington County, Maryland shall assume the cost associated with the heat, cooling, water, sewer, and trash removal and shall provide



sub metered electric statements and invoices for the portion associated with the kitchen use. The Provider shall be responsible for installing and paying for its own phone and internet service.

3. The County shall provide all preventative pest control services for the kitchen facility; however, the successful proposer's assistance is requested in reporting any needed service above and beyond promptly to the Golf Course Manager. Should sanitation deficiencies be the cause of or contributing factor in the pest control problem(s), the successful proposer shall be responsible for improving the sanitation for the effected situation immediately upon notification by the County or pest control Provider and to correct at its expense.
4. General maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. The county's maintenance does not include cleaning operations in the leased kitchen and dining area. The Provider shall be responsible for all cleaning and janitorial services of the rental area. The Provider shall be responsible for cleaning all common use areas following the close of its daily operations such that those areas are clean and presentable for the Golf Course in the morning.
5. The Black Rock Golf Course will start tournament play in the mornings to allow for lunchtime catering. Tournaments will not be permitted to bring in outside food service unless the Food Service Provider is unable to provide service or an alternate fee to be mutually agreed upon by the vendor and the Black Rock Golf Course is paid.

## **XI. USE OF EXISTING DOCUMENTS**

The County will cooperate to the fullest extent in making available to the proposer for his/her use all documents pertinent to providing the subject services. The County makes no warranty as to the accuracy of these documents nor will the County accept any responsibility for errors or omissions which may arise as a result of the proposer relying on them.

## **XII. CONTRACT PERIOD**

The contract entered into pursuant to this RFP shall be for a three (3) year period, tentatively to commence on or before January 1, 2024, with an option by the County to renew on consecutive one-year periods with an annual increase not to exceed 4% in the base monthly rent subject to written notice given by the County at least ninety (90) calendar days in advance of its expiration date.

- A. If the proposer wishes to renew the contract, he/she must submit a letter of intent to the Washington County Director of Purchasing at least one hundred twenty (120) calendar days prior to the expiration of any annual contract term. The County reserves the right to accept or reject any request for renewal.
- B. Any significant change to the scope of services requested by the County may require price adjustment negotiated to the mutual agreement of both parties.

- C. The successful proposer shall not consider the right of the County to extend the initial three-year contract term to constitute or imply any obligation by the County to renew the Contract.

### **XIII. RENT SUMMARY**

The proposed rent schedule shall be indicated on the Proposal Form (Attachment B). The rent structure will be a base monthly fee plus a percent of sales above a natural breakpoint (Base rent/overage percentage). The Provider shall submit a Price Proposal with a flat monthly fee to equal or exceed Three Thousand (\$3,000) Dollars per month and a percent of sales rent above the natural breakpoint of the base monthly rent. The Provider has the discretion to propose any combination of base rent and overage percent of sales rent. Projected sales and financial statements shall be provided to substantiate percent of rent calculations. A calculation form is provided in Attachment B.

Example calculations: Base rent \$3,000/ month and 4% of sales above the breakeven.

Base Rent calculation  $\$3,000/\text{month} \times 12 \text{ months} = \$36,000$

Percent of Sales Rent over Breakpoint  $= \$36,000/0.04 = \$900,000$

Projected revenue:  $\$1,000,000 - \$900,000 = \$100,000 \times 0.04 = \$4,000$

Total Rent Proposed  $\$36,000 + \$4,000 = \$40,000$

Note that the percentage of sales rent is only payable on revenue above the breakpoint which will change depending on the base rent and percent of sales rent proposed.

### **XIV. LIQUIDATED DAMAGES**

Performance shall be monitored by the Black Rock Golf Course Manager. Failure to meet any required criteria, at any time, shall result in the proposer being responsible for the Liquidated Damages outlined herein. A letter shall be forwarded to the proposer by Certified mail stating the infraction and allowing the proposer ten (10) calendar days to come into compliance. A one-time charge of Liquidated Damages in the amount of One Hundred (\$100) Dollars shall be assessed on any non-compliance item that cannot be retroactively corrected. Should the proposer fail to perform as specified in this RFP, it is understood that the County will add this amount to the monthly rent due as an amount equal to One Hundred (\$100) Dollars per calendar day until such time as the proper work is performed in accordance with the resulting contract. As evidenced by submitting a proposal, it is understood that this is not a penalty, but is, in fact, a liquidated damage.

### **XV. AFFIDAVIT**

Each proposal must be accompanied by fully executed Non-Collusion/Anti-Bribery Affidavit (Attachment C) executed by the proposer, or if the proposer is a corporation, by a duly authorized representative of said corporation, on form provided.

### **XVI. PAYMENT**

Payment shall be made as outlined herein. All base portion rent payments shall be submitted to the Washington County Budget and Finance Office at 100 West Washington Street, Hagerstown, MD 21740 and paid on the first day of each month. The percent of sales rent shall be payable a minimum twice a year for the periods January – June and July – December and shall be due on August 1<sup>st</sup> and February 1<sup>st</sup>.

## **XVII. BONDING AND INSURANCE REQUIRED**

- A. An acceptable Bidder's Bond, cashier's check, or certified check in the amount of five (5%) percent of the total base proposal for a one-year period shall accompany the proposal at the time of the proposal submittal. When calculating the bid bond, the proposer shall use the provided estimated annual number of meals multiplied by the cost per meal for the one-year period.
- B. Within ten (10) calendar days after notice of contract award, the successful proposer shall execute the written contract and provide an acceptable performance bond on the attached Performance Bond Form (Attachment E). The performance bond shall be in the amount of the total base proposal and shall be executed by the successful proposer and a corporate surety company authorized to transact business in the State of Maryland.
- C. The successful proposer must show evidence of Insurance as outlined in the attached copy of *Insurance Requirements for Independent Contractors* policy (Attachment A) prior to execution of a contract.

## **XVIII. RETENTION OF RECORDS**

The successful proposer shall retain and maintain all records and documents relating to this contract for three (3) years after the final payment by the County hereunder or any applicable statute of limitations or accreditation standards, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the County, at all reasonable times.

## **XIX. PRE-PROPOSAL CONFERENCE AND SITE VISIT**

A Pre-Proposal Conference/Teleconference will be held on **Wednesday, October 4, 2023, at 11:00 A.M., (EDT/EST)** at the Black Rock Golf Course, 20025 Mt. Aetna Road, Hagerstown, Maryland. All interested bidders are requested to be present. Attendance is not mandatory but is strongly encouraged. Bidders who wish to participate via teleconference, please call prior to the teleconference 240-313-2330 for further instructions.

## **XX. TERMS AND CONDITIONS**

- A. The County reserves the right to reject any or all proposals or to award the contract to the next recommended proposer if the successful proposer does not execute a contract within fifteen (15) days after notice of award of the contract.
- B. The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any or all proposals, to waive formalities, information, and technicalities therein. The Board reserves the right to contact a Proposer for clarifications and may, at its

sole discretion, allow a Proposer to correct any and all formalities, informalities, and technicalities, and to take whatever action is determined to be in the best interest of Washington County, Maryland by the Washington County Coordinating Committee.

- C. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred twenty (120) calendar days, to sell to the County the services set forth in the above Scope of required services.
- D. Any agreement or contract resulting from the acceptance of proposal shall be on forms approved by the County and shall contain, as a minimum, applicable provisions of the request for proposal. The County reserves the right to reject any agreement that does not conform to the request for proposal and any County requirements for agreements and contracts.
- E. The proposer shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Director of Public Works or his designee.
- F. No reports, information or data given to or prepared by the proposer under the contract shall be made available to any individual or organization by the proposer without the prior written approval of the Washington County Director of Public Works or his designee.
- G. Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County under the Access to Public Records Act, State Government Article, Title 10, Subtitle, 6, Annotated Code of Maryland.
- H. The County reserves the right to not hold discussions after award of the contract.
- I. By submitting a proposal, the proposer agrees that he/she is satisfied, as a result of his/her own investigations of the conditions set forth in this request, **that he/she has performed a site visit to the Black Rock Golf Course**, and fully understands his/her obligations.
- J. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFP) - Professional/Technical Services Selection that can be viewed at: <https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2023.pdf>. No proposal preparation expense will be paid by the County relative to any response to this solicitation.
- K. Proposers must have their proposals completed by in-house personnel and if an oral presentation is requested, it must be made by officers or employees, as requested, as opposed to retaining proposers and/or representatives for these tasks.
- L. The proposer shall abide by and comply with the true intent of this RFP and its Scope of Work and not take advantage of any unintentional error or omission but shall fully



complete every part as the true intent and meaning of the scope of services, as decided by the County, and as described herein.

- M. Policies and Procedures of the proposer relating to food services are to be established and implemented solely by the proposer. In areas which impact upon the security and general administration of the Black Rock Golf Course, the Policies and Procedures of the proposer are subject to the review and approval of the Director of Public Works or his/her designee without limiting the responsibility of the proposer to make its own food services judgements or the discretion of the County to perform its responsibilities under law.
- N. The County retains the right to review and approve Policies and Procedures of the proposer in any other area affecting the performance of its responsibilities under law.
- O. Political Contribution Disclosure: The proposer shall comply with Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of Five Hundred (\$500) Dollars made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws; (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
- P. Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, if a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid.
- Q. All work shall be done in accordance with Washington County, Maryland Standards, and those of any Municipal, State or Federal agencies having jurisdiction.
- R. The selected proposer will be required to enter into a contract agreement with the County.
- S. Disclaimer of Warranties: The Provider will have examined the premises and accepts the same in an "as-is" condition. The County makes no warranties to the Provider regarding the fitness of the Premises and the County shall have no obligation to undertake any modification of the Premises in any way.
- T. Parking: The Black Rock Golf Course has paved surface parking that will be available for Golf Course and Provider customers.
- U. Real Estate Taxes: The Provider is responsible for paying all applicable real estate taxes.

V. Sublease or Assignment: The Premises may not be subleased or assigned without the prior written approval and consent of the County, which consent may be withheld in the absolute sole subjective discretion of the County.

W. Provider's Obligations:

1. No waste, damage, or injury to the Premises shall be committed by the Provider during the term of the Agreement.
2. Provider shall not misuse the Premises and shall not use or permit upon said Premises anything that will increase the rate of insurance thereon; or anything that will be dangerous to life or limb, and will do nothing and cause nothing be done upon said Premises in any way tending to create a nuisance or disturbance; and shall comply with all laws, ordinances, and building, health and police regulations respecting said Premises.
3. The Provider recognizes that the Premises is a portion of the Black Rock Golf Course Clubhouse building occupied by the County. Provider shall not engage in any activity than hinders, impedes, obstructs, or in any way interferes with the business activities of the County in which the Premise is located. Provider shall employ all reasonable measures to ensure that Provider's staff, customers, and invitees do not enter upon or interfere with the other business activities that place therein.
4. Following the expiration or earlier termination of the Agreement, Provider shall remove all personal property from the Premises, leave the Premises in a clean and orderly condition, and return all keys to the County. Provider shall return the Premises in the same or better operating order, repair, condition, and appearance as when received, reasonable wear and tear from authorized use excepted.

X. County Rights

1. Right of Entry: The County, its duly authorized agents, servants, employees and contractors, successors and assigns and others with the consent of the County, shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, making repairs, improvements, or for any other lawful purpose, upon reasonable advance oral or written notice to Provider. The County reserves the right to have authorized persons enter the Premises in an emergency, without notice, at any time, to ensure that it is free of hazards and debris, for required maintenance, or to investigate unusual circumstances, reported problems or suspected violations of the Agreement.
2. Default:
  - a. In the event the Provider shall be in default of the performance of any of the terms, covenants, conditions, or provisions of this Agreement, then the County may at its option, without notice to the Provider or to any other person, terminate this Agreement; and upon termination of said Agreement,

the Provider shall at once surrender possession of said Premises to the County.

- b. The occurrence of the any of the following shall constitute an event of default under this Agreement: (1) the Provider shall fail to pay any rent or charges due hereunder and such failure to pay shall continue for a period of ten (10) days; (2) the Provider shall fail to perform or fulfill any of the terms, conditions, obligations or covenants herein and such failure shall continue uncured for a period of fifteen (15) days after written notice thereof to the Provider from the County; (3) the Provider becomes insolvent or bankrupt; (4) the Provider suffers dissolution or termination of its existence or the disposition of all or substantially all of its assets; (5) the Provider makes an assignment for the benefit of creditors; (6) the Provider makes application for appointment of a receiver of the Provider or any of Provider's property; (7) the Provider files, or has filed against it a petition in any proceeding in bankruptcy or for reorganization, composition, arrangement or liquidation.
- c. In the event of a default by the Provider of any term, provision or condition of this Agreement, the County shall have all of the rights accorded it under Maryland law, including but not limited to the right to recover consequential damages resulting from Provider's occupancy of the Premises beyond the expiration or earlier termination of this Agreement. County may also exercise any other right or remedy available under applicable law to enforce the terms of this Agreement or recover damages for the breach of any terms of this Agreement. In any action brought by or against the County in the interpretation or enforcement of this Agreement, Provider, in addition to all other damages, shall pay the reasonable value of attorney's fees incurred by the County in such action, together with the County's litigation expenses, and court costs. This provision shall apply regardless of whether the County is represented in such proceedings by an attorney employed by the County.
- d. In the event the Provider shall vacate the Premises during the term or any extension of this Agreement, the County may, at its option, without terminating this Agreement, enter into said Premises and relet the same for the account of the Provider for such rent and upon such terms as the County shall approve.

Y. Fixtures and Signs

- 1. Fixtures peculiarly common to the Provider's business and function of the same (counters, vaults, etc.) shall be provided and installed by the Provider, or by the County at the Provider's request and expense.
- 2. Sign locations and installation shall be mutually agreed between the parties. At a minimum a sign may be placed at the entrance on Mt. Aetna Road and on or near the exterior of the building.

Z. Indemnification

1. Provider shall hold harmless and indemnify the County from and against any and all fines, claims, suits, demands, actions, causes of action, liability and damages of any kind or nature including, but not limited to personal injury, death or property damage arising in connection with Provider's use or occupancy of the Premises or the act or omission of Provider, Provider's agents., servants, or invitees (including reasonable attorney's fees., litigation expenses and court costs incurred by the County in defending against any such claim or in the enforcement of this paragraph).

AA. Possession Defined

1. That possession of the Premises herein, includes the exclusive use of the same together with the use, in common with any other occupants of the building, of the hallways, stairs, elevator(s) (if any), restrooms, pavilion, parking, grounds, heat, air conditioning, electric, light, and water.

BB. Responsibility of Bidder

1. Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process and shall remain so throughout the term of this contract. The website for the State Department of Assessments and Taxation is: <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE> the phone numbers for the State Department of Assessments and Taxation are: (410) 767-1340 or (888) 246-5941.

## **XXI. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS**

It is the proposer's responsibility to become familiar with all information provided in this package and any other information considered necessary to make a proposal. Should any proposer find discrepancies, in, or omissions from the documents or be in doubt of their meaning, he should at once request, in writing, an interpretation from: Brandi Naugle, CPPB, County Buyer, Washington County Purchasing Department FAX: 240-313-2331; or send questions in Microsoft Word platform via-email to [purchasingquestions@washco-md.net](mailto:purchasingquestions@washco-md.net).

All necessary interpretations will be issued to all proposers in the form of addenda to the specifications, and such addenda shall become part of the contract documents. **Requests received after 4:00 P.M. (EDT/EST), Wednesday, October 18, 2023, may not be considered.** Every interpretation made by the County will be made in the form of an addendum that, if issued, will be sent by the Purchasing Director to all interested parties.

## **XXII. PROPOSALS AND AWARD SCHEDULE**

- A. Proposals received prior to the deadline will be treated as confidential. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.



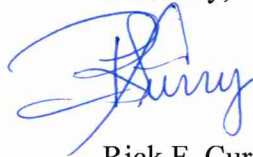
- B. It is expected that the contract award will be made within sixty (60) calendar days after the receipt of proposals. The contract will be awarded to the proposer whose proposal, conforming to this request; will be the most advantageous to the County.
- C. Proposals must give the full name and address of proposer, and the person signing the proposal should indicate his/her title and/or authority to bind the firm in a contract.
- D. Proposals cannot be altered or amended after they are opened.
- E. Price proposals which accompany submittals that are determined to be unacceptable to the Coordinating Committee will be returned unopened to the proposer.

### **XXIII. SUBMITTALS**

All interested firms shall send one (1) original and five (5) copies of submittals of Qualifications and Experience/Technical information, enclosed in a sealed opaque envelope bearing the name and address for the firm and marked **"Q & E / Technical Proposal – PUR-1644 Food Services at the Black Rock Golf Course"**, and one (1) original and five (5) copies of the Price Proposal enclosed in a separately sealed opaque envelope bearing the name and address of the firm and marked **"Price Proposal – PUR-1644 Food Services at the Black Rock Golf Course"** into the Office of Brandi Naugle, CPPB - Buyer, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, MD 21740; submittals are due no later than **4:00 P.M. (EDT/EST), Wednesday, November 29, 2023**. The Washington County Coordinating Committee will evaluate the submittals. Failure to comply with providing the above-required information for the Committee's review may result in disqualification of that firm. Inquiries should be directed to Brandi Naugle, CPPB – County Buyer at 240-313-2330.

The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any or all bids, to waive formalities, informalities, and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities, and technicalities in the best interest of Washington County, Maryland. The Board of County Commissioners of Washington County, Maryland also reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a proposal of a firm which investigation shows is not in a position to perform the contract.

Sincerely,



Rick F. Curry, CPPO  
Director of Purchasing

RFC/llb

Attachments (6)

cc: Coordinating Committee Members (via e-mail)

**POLICY TITLE:** Insurance Requirements for Independent Contractors

**ADOPTION DATE:** August 29, 1989

**EFFECTIVE DATE:** September 1, 1989

**FILING INSTRUCTIONS:** \_\_\_\_\_

**I. PURPOSE**

To protect Washington County, Maryland against liability, loss, or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County Maryland.

**II. ACTION**

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name the Board of County Commissioners of Washington County, Maryland on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County, Maryland.

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure, and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

**Certificate(s) of Insurance:** The Contractor shall provide certificates of insurance requiring a 30-day notice of cancellation to the Purchasing Department, Board of County Commissioners of Washington County, Maryland prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

**General Indemnity:** The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, Maryland, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date:	August 27, 1991
Effective Date:	August 27, 1991
Revision Date:	March 4, 1997
Effective Date:	March 4, 1997

ATTACHMENT B

PUR-1644  
REQUEST FOR PROPOSALS

REGARDING QUALIFICATIONS AND EXPERIENCE/  
TECHNICAL PROPOSALS AND PRICE PROPOSALS

FOOD SERVICES AT THE WASHINGTON COUNTY  
BLACK ROCK GOLF COURSE

FORM OF PROPOSAL

The Firm Of: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hereby agrees to provide the requested services as defined in the proposal, attachments thereto, and Addenda No. \_\_\_\_\_, Dated \_\_\_\_\_; No. \_\_\_\_\_; No. \_\_\_\_\_, Dated \_\_\_\_\_ for the following amounts. Amounts shall be show in both words and figures. The written amount shall govern.

Item No.	Description (a)	Unit	Estimated Annual Quantity	Unit Price (b)	Total Price (c)
1	Base Monthly Rent  _____ (Written)  _____ (Written)  Dollars Cents per	Month	12	\$ _____	\$ _____



Item No.	Description (a)	Unit	Estimated Annual Quantity	Unit Price (b)	Total Price (c)
2	Overage Percentage of Sales Rent (Refer to worksheet below #2) _____ (Written)      Percent	Percent	1	\$ _____	
3	Overage Percent of Sales Annual Rent (Refer to worksheet below #5) _____ (Written)      Dollars _____ (Written)      Cents per	Lump Sum	1		\$ _____
<b>Sum Total (Item Nos. 1c and 3c above) @</b> _____ (Written)      Dollars _____ (Written)      Cents \$ _____ (Numerals)					

In further description of this proposal, we desire to submit sheets marked as follows:

**ATTACHMENT B**

Bidding under the Firm Name of: \_\_\_\_\_

Address of: \_\_\_\_\_

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

which is (Check one of the following):

☐ Corporation, incorporated under the laws of the State of:

☐ Partnership, consisting of (List Partners)

☐ Assumed Name (Register No.) \_\_\_\_\_

☐ Individual

AUTHORIZED SIGNATURE OF OFFICER OF THE FIRM: \_\_\_\_\_

PRINTED NAME AND TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

ATTACHMENT B

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

TELEPHONE & FAX NUMBERS: \_\_\_\_\_

REMARKS/EXCEPTIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

When payment on such order or contract is to be directed to the same company at an address different from above, fill in the following address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Contractor shall not assign this contract without the approval of the Board of County Commissioners of Washington County, Maryland.

PERCENT OF SALES RENT OVER BREAKPOINT CALCULATION WORKSHEET

- 1 Annual Base Rent Amount: \_\_\_\_\_ (dollars/cents)  
(form of proposal 1c)
2. Proposed Overage Percent of Sales Rent: \_\_\_\_\_ (percent)  
(form of proposal 2b)
3. Sales Revenue Breakpoint Number = #1 / #2 = \_\_\_\_\_ (dollars/cents)
4. Projected Annual Sales Revenue\*: \_\_\_\_\_ (dollars/cents)
5. Proposed Overage Percent of Sales Rent over Breakpoint\*\* = (#4 - #3) x #2 = \_\_\_\_\_  
\_\_\_\_\_ (dollars/cents)

\*Projected Annual Sales Revenue shall be substantiated by comparable sales, business plan and other best available information to substantiate.

\*\*The overage percent of sales rent is only payable on gross sales above the breakpoint which will change depending on the base rent and percent of sales rent proposed. The Provider has the discretion to propose any percent of sales number. If the breakpoint number is greater than the projected sales resulting in a value less than or equal to zero (\$0) dollars for the proposed percent of sales rent over breakpoint, a value of zero (\$0) dollars shall be entered. If at such time during the Agreement the sales revenue for a six-month period (Jan-Jun; July-Dec) is greater than the prorated breakpoint number the percent of sales rent would then become payable.

**PUR-1644**  
**WASHINGTON COUNTY, MARYLAND**  
**PURCHASING DEPARTMENT**  
**AFFIDAVIT**  
(Must be completed, signed, and submitted with the bid.)

Contractor \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Bid Number (PUR-1644) \_\_\_\_\_

I, \_\_\_\_\_, the undersigned, \_\_\_\_\_ of the above named.  
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, that I hold the aforementioned office  
(Month) (Year)  
in the above-named Contractor and I affirm the following:

**AFFIDAVIT I**

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

**AFFIDAVIT II**

No officer or employee of Washington County, Maryland, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

**AFFIDAVIT III**

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Washington County, Maryland have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

**AFFIDAVIT IV**

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Washington County, Maryland have been convicted within the past twelve (12) months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information, and belief.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY NAME PRINTED

\_\_\_\_\_  
PRINTED NAME

**PUR-1644**

Rev. 2/29/08

*Non-Collusion/Anti-Bribery Affidavit – Attachment C*

**Food Services at the Black Rock Golf Course**

PUR-1644

Page 27

\_\_\_\_\_  
TITLE

GOVERNMENT-WIDE  
DEBARMENT AND SUSPENSION

**Background and Applicability:**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services, 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, Contractors, and Subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required, 49 CFR 29.300.

Grantees, Contractors, and Subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded, or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the *County*. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the *County*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name \_\_\_\_\_

Signature of Contractor's Authorized Official \_\_\_\_\_

Printed Name of Contractor's Authorized Official \_\_\_\_\_

Printed Title of Contractor's Authorized Official \_\_\_\_\_

Date \_\_\_\_\_



**PERFORMANCE BOND**

Board of County Commissioners of Washington County, Maryland

Bond No.: \_\_\_\_\_ Bond Date: \_\_\_\_\_ Contract No.: PUR-1644

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

(Here insert full name and address or legal title of Contractor, including zip code)

a corporation of the State of \_\_\_\_\_ and authorized to do business in the State of Maryland,  
hereinafter called the **Principal** and

(Here insert full name and address or legal title of Surety, including zip code)

hereinafter called the "**Surety**", are held and firmly bound unto the Board of County Commissioners of Washington County, Maryland, hereinafter called the **County**, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States for the payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into or will enter into a contract with the County for \_\_\_\_\_

The contract referenced above, and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "**Contract**".

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the County, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the County to be in default under the Contract, the Surety may, within fifteen (15) days after notice of default from the County, notify the County of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the County thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

ATTACHMENT E

The Surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder of the specifications accompanying the same.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

Signed, and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, in four counterparts each of which shall without proof of accounting for the other counterparts be deemed an original hereof.

WITNESS:

\_\_\_\_\_  
(Typed Name of Principal)

\_\_\_\_\_  
(Signed Name of Principal)

\_\_\_\_\_  
(Typed Name and title of witness)

\_\_\_\_\_  
(Signed Name of Witness)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Typed Name and Telephone Number of Contact)

WITNESS:

\_\_\_\_\_  
(Typed Name of Surety)

\_\_\_\_\_  
(Signed Name of Surety)

\_\_\_\_\_  
(Typed Name and title of witness)

\_\_\_\_\_  
(Signed Name of Witness)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Typed Name and Telephone Number of local agent)

## **2023 Tournament/Outing List**

March 18 Saturday UA JR GOLF 12pm tee times  
 March 25/26 Saturday & Sunday Catholic University Cardinal Classic 12noon Saturday 9am Sunday  
 April 1 Saturday Black Rock 2-man best Ball 11am shotgun  
 April 13 Thursday PGA seniors 10am shotgun  
 April 14 Friday Highland View Academy 9am shotgun  
 April 15 Saturday Edge Baseball 9am shotgun  
 April 21 Friday MR Christmas 9am shotgun  
 April 22 Saturday High School Senior Classic  
 April 28 Friday Luther J Bird 9am shotgun  
 April 29 Saturday Pony League 9am shotgun  
 May 5 Friday North High Boosters 9am shotgun  
 May 7 Sunday Veterans Golf Association 9am shotgun  
 May 11 Thursday PGA Seniors 9:30am shotgun  
 May 12 Friday Clear Spring Athletic Boosters 9am shotgun  
 May 13 Saturday Yellow House vs C&O 9am shotgun  
 May 15 Monday Williamsport Lions Club 9am shotgun  
 May 18 Thursday FCA 9am shotgun  
 May 19 Friday Post 211 12pm shotgun  
 May 20 Saturday Liberty Elite 9am shotgun  
 May 22 Monday Little Club 9am shotgun  
 May 24 Wednesday Middletown Soccer 12pm shotgun  
 May 25 Thursday Soroptimist 9am shotgun  
 May 26 Friday Maugansville Fire Co. 9am shotgun  
 May 27 Saturday Baik outing 9am shotgun  
 June 2 Friday Exchange Club 9am shotgun  
 June 5 Monday CASA 12pm shotgun  
 June 6 Tuesday Brethren Mutual 12pm shotgun  
 June 8 Thursday Black Rock Board 9am shotgun  
 June 9 Friday Lipella 12pm shotgun  
 June 10/11 Saturday & Sunday Black Rock Championship Tee times  
 June 14 Wednesday Black Rock Junior Golf Series 12pm-2pm tee times  
 June 15 Thursday Ravens Roost 12pm shotgun  
 June 16 Friday Childrens Village 9am shotgun  
 June 17 Saturday South Mountain Rod & Gun Club 9am shotgun  
 June 19 Monday Swing for Ling 9am shotgun  
 June 20 Tuesday Franklin County Jr Golf Tour 12pm tee times  
 June 21 Wednesday Black Rock Junior Golf Series 12pm-2pm tee times  
 June 26 Monday Boonsboro Boosters 9am shotgun  
 June 28 Wednesday Black Rock Junior Golf Series 12pm-2pm tee times  
 June 29 Thursday PGA Seniors 9am shotgun  
 June 30 Friday Kevins Fund 9am shotgun  
 July 4 Tuesday Franklin County Junior Golf Series 12pm tee times  
 July 5 Wednesday Black Rock Junior Golf Series 12pm-2pm tee times  
 July 12 Wednesday Black Rock Junior Golf Series 12pm-2pm tee times

July 13 Thursday PGA Seniors 9am shotgun  
July 19 Wednesday Black Rock Junior Golf Series 12pm-2pm tee times  
July 26 Wednesday Black Rock Junior Golf Series 12pm-2pm tee times  
August 2 Wednesday Black Rock Junior Golf Series CHAMPIONSHIP 12pm-2pm tee times  
August 4 Friday Williamsport Fire Co. 9am shotgun  
August 10 Thursday PGA Seniors 9am shotgun  
August 11 Friday Commission on Aging 12pm shotgun  
August 18 Friday CASA of Western MD 9am shotgun  
August 25 Friday JLG 12pm shotgun  
August 26 Saturday UA JR GOLF TOUR 11am tee times  
August 28 Monday Himes Store Classic 9am shotgun  
September 1 Friday Cuddling Angels 9am shotgun  
September 7 Thursday Washington County High School Championship 9am shotgun  
September 8 Friday HCC alumni 12pm shotgun  
September 9/10 Saturday & Sunday Michelob Ultra AM Tee times starting at 7am  
September 14 Thursday PGA Seniors 9am shotgun  
September 15 Friday Tow Top 9am shotgun  
September 18 Monday Micha's Backpack 9am shotgun  
September 21 Thursday Central Maryland Conference High School Championship 9am shotgun  
September 22 Friday Morris Frock 9am shotgun  
September 23 Saturday Yellow House vs C&O 9am shotgun  
September 29 Friday Halfway Fire Co. 9am shotgun  
October 2 Monday Maryland High School Districts 9am shotgun  
October 6 Friday Gordy Lynn 12pm shotgun  
October 12 Thursday PGA Seniors 9am shotgun  
October 13 Friday Children's Village Night Golf  
October 20 Friday WCPS Education Foundation 9am shotgun

Department: F&B Revenue		QTY	SALES	COST	MARGIN
Sub-Department: Food Sales:					
Item Category: Food - Snacks:					
1270	Utz Crackers	349	\$472.22	\$129.13	72.65
2238	Marmns Chips 3.5 Oz Bag	906	\$1,999.91	\$1,014.72	49.26
2469	Candy Bar	1,471	\$2,680.13	\$853.18	68.17
2505	Cookie Pack	61	\$109.73	\$25.01	77.21
Food - Snacks Total:		2,787	\$5,261.99	\$2,022.04	61.57
Food Sales Total:		2,787	\$5,261.99	\$2,022.04	61.57
Sub-Department: Beverage Sales:					
Item Category: BEV - Beer:					
1306	Bud Light	2,155	\$5,264.37	\$1,702.88	67.65
1308	Michelob Ultra	3,076	\$7,245.61	\$2,368.52	67.31
1309	Budweiser	386	\$996.54	\$304.94	69.40
1310	Coors Light	2,377	\$5,797.99	\$1,473.74	74.58
1313	Miller Lite	2,396	\$5,843.70	\$1,844.92	68.43
1316	Yuengling	1,453	\$3,652.18	\$958.98	73.74
1320	Domestic 6 Pack Discount	1,005	(\$5,678.25)	\$0.00	0.00
2141	Arnold Palmer	1,389	\$3,453.21	\$1,361.22	60.58
2256	Bud Light Seltzer	222	\$564.95	\$227.55	59.72
2257	Bloody Mary Can	92	\$501.53	\$213.33	57.46
2345	Orange Smooth	130	\$484.95	\$313.30	35.40
2346	Michelob Ultra Seltzer	91	\$257.53	\$120.12	53.36
2353	Cd Wine	82	\$260.50	\$164.00	37.04
2448	Yuengling Flight	318	\$862.80	\$340.26	60.56

Page 4 of 5

Friday, June 9, 2023, 4:14 pm

## Black Rock Golf Course

## Sales Detail By Department

From: Friday, July 1, 2022

To: Thursday, April 13, 2023

Item #	Description	Qty	Sales	Cost	Margin %
2449	Annetam Beer	199	\$547.25	\$238.80	56.36
2501	Mango Cart	30	\$60.00	\$35.10	41.50
2502	Lemonade Shandy	31	\$68.66	\$36.27	47.17
2503	Nunui	113	\$238.90	\$211.31	11.55
BEV - Beer Total:		15,545	\$30,422.42	\$11,915.24	60.83
Item Category: BEV - Soft					
1290	Bottled Water	1,674	\$2,770.22	\$433.23	84.36
1293	Gatorade	2,367	\$6,503.33	\$1,988.28	69.43
2244	Bottled Soda Pepsi, Mt Dew, Diet	1,632	\$4,368.22	\$1,844.16	57.78
2245	Bottled Tea \$3.00	2	\$5.66	\$3.02	46.64
BEV - Soft Total:		5,675	\$13,647.43	\$4,268.69	68.72
Beverage Sales Total:		21,220	\$44,069.85	\$16,183.93	63.25
F&B Revenue Total:		24,007	\$49,331.84	\$18,205.97	63.09

Department: F&amp;B Revenue

# ATTACHMENT F

☐ Food & Beverage	14,651	\$30,683.89		\$11,590.23	62.23%	(1)	(\$1.89)		14,650	\$30,682.00
☐ Beverage Sales	13,753	\$28,825.18		\$10,859.83	62.33%	(1)	(\$1.89)		13,752	\$28,823.29
☐ BEV - Alcohol	11,323	\$23,168.51		\$9,107.31	60.69%				11,323	\$23,168.51
Anheuser Beer	35	\$82.45		\$42.00	49.06%				35	\$82.45
Arnold Palmer	779	\$1,631.84		\$763.42	53.22%				779	\$1,631.84
Bloody Mary Can	2	\$11.50		\$4.64	59.65%				2	\$11.50
Bud Light	560	\$1,134.17		\$442.40	60.99%				560	\$1,134.17
Budweiser	198	\$412.72		\$156.42	62.10%				198	\$412.72
Cd Wine	5	\$20.00		\$10.00	50.00%				5	\$20.00
Coors Light	2,139	\$4,216.53		\$1,326.18	68.55%				2,139	\$4,216.53
Michelob Ultra	2,708	\$5,241.63		\$2,085.16	60.22%				2,708	\$5,241.63
Michelob Ultra Seltzer	40	\$91.12		\$52.80	42.05%				40	\$91.12
Miller Lite	2,749	\$5,325.42		\$2,116.73	60.25%				2,749	\$5,325.42
Nutrui	274	\$857.79		\$512.38	40.27%				274	\$857.79
Orange Smash	95	\$511.10		\$228.95	55.20%				95	\$511.10
Stella	4	\$7.32		\$2.92	60.11%				4	\$7.32
Vodka Mule	53	\$227.37		\$127.73	43.82%				53	\$227.37
Yuengling	1,376	\$2,768.96		\$908.16	67.20%				1,376	\$2,768.96
Yuengling Flight	306	\$628.59		\$327.42	47.91%				306	\$628.59
☐ BEV - Soft	2,430	\$5,656.67		\$1,752.52	69.02%	(1)	(\$1.89)		2,429	\$5,654.78
Bottled Soda Pepsi Mt Dew Diet	645	\$1,737.55		\$728.85	58.05%				645	\$1,737.55
Bottled Tea \$3.00	5	\$14.15		\$7.55	46.64%				5	\$14.15
Bottled Water	826	\$1,331.31		\$214.76	83.87%	(1)	(\$1.89)		825	\$1,329.42
Gatorade	954	\$2,573.66		\$801.36	68.86%				954	\$2,573.66
☐ Food Sales	898	\$1,858.71		\$730.40	60.70%				898	\$1,858.71
☐ Food - Other	1	\$0.00		\$0.00	100.00%				1	\$0.00
☐ Food - Snacks	897	\$1,858.71		\$730.40	60.70%				897	\$1,858.71
Candy Bars	410	\$774.71		\$237.80	69.30%				410	\$774.71
Cookie Pack	29	\$54.81		\$11.89	78.31%				29	\$54.81
Martins Chips 3.5 Oz Bag	415	\$947.92		\$464.80	50.97%				415	\$947.92
Utz Crackers	43	\$81.27		\$15.91	80.42%				43	\$81.27

The Black Rock Golf Course switched financial point of sale systems on April 11 and therefore, the reports are presented in two formats for the fiscal year.

Washington County, Maryland  
Black Rock Golf Course Revenue Trends  
FY 2023

Month	446000, 8, 446010 & 446020 Green Fees-18, 9 & Twilight							446030, 446040, 446050 Cart Rental							446060 Frequent Player Cards						
	FY22		FY23				Variance	FY22		FY23				Variance	FY22		FY23				Variance
	Rounds	\$	Rounds	Budget	Actual	\$		%	Rentals	\$	Rentals	Budget	Actual		\$	%	Rounds	\$	Rounds	Budget	
July	3,797	52,107	3,777	50,447	41,113	(9,334)	-18.50%	3,496	55,771	3,751	41,163	48,816	7,753	18.84%	6	564	2	495	198	(1297)	-80.01%
August	3,660	57,017	3,656	55,764	37,684	(18,110)	-32.46%	2,809	47,138	3,609	40,392	48,515	8,123	20.11%	6	360	23	308	1,000	682	225.15%
September	3,176	41,428	2,910	48,158	47,905	(251)	-0.52%	2,660	37,833	2,605	37,512	57,177	19,665	52.42%	0	0	0	67	160	83	123.26%
October	2,971	38,564	2,260	34,530	24,971	(9,659)	-27.97%	2,457	43,659	2,245	31,432	35,554	4,152	13.21%	0	0	0	0	0	0	N/A
November	1,463	17,272	1,182	17,851	11,700	(6,151)	-34.46%	1,381	24,917	1,318	19,615	18,518	(1,309)	-7.02%	0	0	0	482	0	(482)	-100.00%
December	1,311	12,202	716	8,765	0	(8,765)	-100.00%	1,291	19,317	746	9,668	0	(9,668)	-100.00%	84	7,920	0	4,432	0	(4,432)	-100.00%
January	120	2,685	484	5,591	14,371	8,780	157.05%	119	4,029	584	6,930	25,517	18,587	272.53%	5	1,188	112	3,138	5,610	5,772	183.63%
February	685	4,959	1,170	4,066	10,952	6,886	169.36%	681	8,456	1,143	6,221	18,328	12,108	194.64%	91	9,019	112	2,970	10,296	7,428	258.72%
March	1,555	9,648	1,415	15,816	8,002	(7,814)	-49.41%	1,490	13,313	1,599	19,530	12,665	(6,584)	-33.61%	104	6,633	56	6,892	5,742	(1,150)	-16.66%
April	2,711	36,162	3,065	22,748	21,009	(1,736)	-7.63%	2,668	50,951	2,911	23,979	36,848	12,670	52.64%	144	17,523	158	5,210	17,632	12,412	238.24%
May	3,262	32,636	3,265	35,693	0	(35,693)	-100.00%	3,227	43,965	3,505	40,433	0	(40,433)	-100.00%	56	5,346	0	3,957	0	(3,957)	-100.00%
June	3,650	56,443	2,823	55,666	131,721	76,764	135.36%	3,612	66,345	3,553	56,266	120,155	64,695	117.36%	15	3,069	16	2,350	9,626	7,476	318.19%
YTD Variance	28,391	361,321	26,793	355,450	349,327	(6,123)	-1.72%	25,891	415,604	27,601	332,500	422,656	90,156	27.11%	514	50,592	537	30,200	53,744	23,544	77.96%
Budget				355,450							332,500							30,200			
Revenue Projected				349,327							422,656							53,744			
Projected Change				-6,123							90,156							23,544			

Month	446070 Range							446080 Simulator							446100 Pro Shop						
	FY22		FY23				Variance	FY22		FY23				Variance	FY22		FY23				Variance
	Rounds	\$	Rounds	Budget	\$	%		Rounds	\$	Rounds	Budget	\$	%		\$	Budget	\$	%			
July	289	1,405	376	1,322	1,550	228	17.25%	3	90	0	37	0	(37)	-100.00%	5,317	5,601	5,055	(546)	-9.75%		
August	255	1,415	274	1,462	1,365	(97)	-6.65%	3	100	0	41	0	(41)	-100.00%	5,203	5,550	5,707	157	2.82%		
September	171	535	153	1,204	1,040	(164)	-13.62%	0	0	0	0	0	0	N/A	7,888	6,898	6,879	(219)	-3.18%		
October	155	755	105	781	460	(321)	-41.07%	1	0	5	0	62	62	N/A	9,656	5,605	10,885	5,280	94.16%		
November	107	555	25	493	370	(123)	-24.94%	5	164	4	0	62	62	N/A	3,621	3,067	5,066	2,000	65.20%		
December	87	310	24	185	0	(185)	-100.00%	7	210	5	253	0	(253)	-100.00%	5,829	2,603	0	(2,533)	-100.00%		
January	8	50	0	113	0	(113)	-100.00%	72	1,442	32	346	652	306	55.45%	2,977	1,867	8,062	6,195	331.76%		
February	49	160	96	141	240	99	69.93%	50	1,683	24	1,434	575	(559)	-35.97%	4,606	1,589	5,412	3,823	240.60%		
March	140	425	117	633	460	(173)	-27.30%	0	128	12	841	350	(491)	-58.36%	3,219	4,185	6,373	2,175	51.93%		
April	211	1,260	242	899	995	306	44.52%	0	0	0	114	0	(114)	-100.00%	12,179	4,380	6,513	2,133	48.71%		
May	209	585	293	1,226	0	(1,226)	-100.00%	0	0	0	62	0	(62)	-100.00%	7,397	6,565	0	(6,565)	-100.00%		
June	297	1,600	333	1,762	3,540	1,788	102.04%	0	0	0	12	5	(7)	-59.55%	10,262	7,079	28,366	19,287	272.45%		
YTD Variance	1,976	9,915	2,028	10,000	10,020	20	0.20%	141	3,817	85	3,140	2,006	(1,134)	-36.11%	83,956	55,000	86,118	31,118	56.58%		
Budget				10,000							3,140							55,000			
Revenue Projected				10,020							2,006							86,118			
Projected Change				20							-1,134							31,118			



Month	446200, 446210, 446220, 446230 Restaurant					Total				
	FY22 \$	FY23				FY22 \$	FY23			
		Actual		Variance			Actual		Variance	
		Budget	\$	\$	%		Budget	\$	\$	%
July	10,631	9,026	9,222	197	2.18%	126,915	108,091	106,054	(2,037)	-1.88%
August	14,099	10,485	7,790	(2,695)	-25.70%	128,272	114,032	102,060	(11,971)	-10.50%
September	10,923	9,180	12,527	3,347	36.46%	98,903	103,018	125,475	22,461	21.80%
October	5,156	5,912	6,340	429	7.25%	100,700	78,260	78,202	(58)	-0.07%
November	3,113	3,080	2,390	(690)	-22.41%	49,642	44,897	38,105	(6,791)	-15.11%
December	1,568	1,223	0	(1,223)	-100.00%	47,176	27,190	0	(27,190)	-100.00%
January	489	1,111	4,081	2,970	267.32%	12,871	19,096	61,893	42,797	224.11%
February	888	605	1,896	1,291	213.28%	28,791	16,926	48,000	31,074	183.58%
March	1,571	3,127	1,234	(1,894)	-60.56%	34,938	51,033	35,126	(15,907)	-31.17%
April	6,581	3,217	3,855	637	19.81%	124,707	60,334	86,642	26,308	43.60%
May	9,299	5,913	0	(6,913)	-100.00%	99,708	94,850	0	(94,850)	-100.00%
June	14,862	5,620	27,442	18,822	218.36%	152,771	131,074	319,089	188,014	143.44%
YTD Variance	82,190	62,500	76,777	14,277	22.84%	1,007,394	848,790	1,000,648	151,859	17.89%
Budget		62,500					848,790			
Revenue Projected		76,777					1,000,648			
Projected Change		14,278					151,859			

The Black Rock Golf Course switched point of sale systems on April 11, and therefore, the revenue after April 11 is included in the month of June.