

# CITY OF NEW BRAUNFELS



## **REQUEST FOR COMPETITIVE SEALED PROPOSALS for**

### **MANAGED PARK SERVICES FOR PADDLE BOAT AND MINI GOLF CONCESSIONS**

**Solicitation # 23-025**

Date Issued:

**May 2, 2023**

**RESPONSES MUST BE RECEIVED NO LATER THAN:  
3:00 P.M. CST MAY 31, 2023**

Location: New Braunfels City Hall, 550 Landa Street, New Braunfels, TX 78130

New Braunfels Purchasing Department:

Greg Gutierrez, Buyer

Phone: 830-221-4398

Email: [ggutierrez@newbraunfels.gov](mailto:ggutierrez@newbraunfels.gov)



City of New Braunfels  
Purchasing  
550 Landa Street  
New Braunfels, Texas 78130

Solicitation Number: 23-025  
"Managed Park Services - Paddle Boat  
and Mini Golf"

☐ Invitation for Bid (IFB)  
☒ Request for Proposal (RFP)

Date Issued: **May 2, 2023**

### ***SOLICITATION***

Questions may be submitted until close of business day on **May 24, 2023, 5:00 P.M. (CST)**.

Proposers must submit proposals in a signed original, with 1 hard copy, and 1 in digital format (.pdf File on USB Thumb Drive).

Proposals will be **received and read aloud** at the New Braunfels City Hall, City Secretary Office at the address shown above until: **3:00 P.M. (CST), May 31, 2023**.

Proposals received after the time and date set for submission will be returned, unopened, upon request.

For information regarding this solicitation, contact:

(NO collect calls, Telegraphic, Email, On-Line or Fax offers accepted)

Purchasing Representative

Greg Gutierrez  
Buyer

Email: GGutierrez@NewBraunfels.gov  
Phone: (830) 221-4398  
Fax: (830) 608-2112

5% Proposal Bond Required:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
100% Payment Bond Required:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
100% Performance Bond Required:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

### ***OFFER***

(This portion must be fully completed by Proposer.)

In compliance with the solicitation documents, the undersigned in compliance with the Solicitation and Instructions to proposers and having examined the Project Manual, Drawings, Addenda and being familiar with the character of work included in these solicitation documents, proposes to furnish all pertinent labor, permits, machinery, tools, supplies and equipment necessary and to perform all work required to complete the Project for the unit prices for work in place for the items and quantities identified in the attached Solicitation Schedule.

The Owner reserves the right to reject any and all bids and may reject a bid if a bidder does not acknowledge receipt of all addenda issued by the Owner.

CONTRACT AWARD SHALL INCLUDE ALL ASSOCIATED SOLICITATION DOCUMENTS, ATTACHMENTS, AND ADDENDA.  
SIGNATURE IS MANDATORY; MANUALLY SIGN ORIGINAL DOCUMENT AND ALL REQUESTED COPIES SUBMITTED.

1) Respondent's State of Residence: \_\_\_\_\_ (See information in Section 6)

Name  
and  
Address  
of Respondent:

Name and Title of Person Authorized to Sign Offer:  
E-Mail Address:  
Phone Number:  
Fax Number:

Signature:

Date:

Name, Address and Telephone Number of Person  
authorized to conduct negotiations on behalf of  
Respondent.  
(Applies to Request for Proposal only)

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## SECTION 3 – OPPORTUNITY AND EXPECTATIONS FOR GOLF COURSE MANAGEMENT

### 3.1 OPPORTUNITY:

The City of New Braunfels (hereafter “City”) is seeking proposals for the management of popular and iconic Landa Park Attractions – Paddle Boats and Mini Golf. The City seeks a Manager to offer these already well established services with the opportunity to expand operations and provide additional services. The expected term will be two years with 3 one-year renewals.

The City of New Braunfels prides itself regarding efficiency. It is the City’s desire to provide as much relevant information as possible to facilitate the respondent preparing an informative response as we seek to enter into a negotiated agreement that is mutually beneficial. Therefore, to facilitate your preparation of a response, we are including hours of operation, inventory, revenue history, and current events.

It is the City’s intent to seek minimum management services for the paddle boats and mini golf, however, we are not limited to the vendor seeking and providing expanded services that will benefit City patrons and provide additional revenue.

#### 1. Current Hours of Operation – the City will expect these hours of operations at a min to continue

##### Landa Park - Mini Golf Course

- Open each day of NBISD/CISD Spring Break holiday (9 days)  
10:00 am – 8:00 pm
- Operates weekends in May (until Memorial Day)  
Saturday and Sunday 10:00 am-8:00 pm
- Summer Season - Operating Hours (Memorial Day – Labor Day)  
Sunday - Thursday 10:00 am - 8:00 pm  
Friday and Saturday 10:00 am - 10:00 pm
- Labor Day – October 31<sup>st</sup>  
Saturday and Sunday 10:00 am - 8:00 pm
- Open during Wurstfest (Private Rental/10 days)
- Closed after Wurstfest.

##### Landa Park – Boathouse (Pedal Boats)

- Open each day of NBISD/CISD Spring Break holiday (9 days)  
10:00 am – 8:00 pm
- Operates weekends in May (until Memorial Day)  
Saturday and Sunday 10:00 am-8:00 pm
- Summer Season - Operating Hours (Memorial Day – Labor Day)  
Sunday - Thursday 10:00 am - 8:00 pm  
Friday and Saturday 10:00 am - 10:00 pm
- Closed after Labor Day holiday.

## 2. Inventory

### Landa Park – Boathouse (Pedal Boats)

- 6 – Four Person Fiberglass Commercial Duty Paddle Boat (Purchased 2019)
- 1 – Fusion Fiberglass Swan Pedal Boat (Purchased 2023)
- 1 – Fusion Fiberglass Duck Pedal Boat (Purchased 2023)
- 1 – Aluminum Jon Boat (Safety Boat)

### Landa Park Miniature Golf Course

- 75 golf clubs of various lengths
- 100 various color golf balls

## 3. Revenue History – SEE EXHIBIT A

## 4. Current Events Hosted in Landa Park

The following is a list of current events hosted in Landa Park that may increase guest opportunities

- Landa Lake Date Night
- Mother and Son Partee
- Ghouls, Ghosts and Glow Golf
- Birthday Party Packages

### 3.1.2 **OBJECTIVES OF THIS REQUEST FOR PROPOSAL –**

The intent of this RFP is to find outsourcing opportunities that will provide the management and operation of Park Services – Paddle Boat and Mini Golf. There are opportunities that can support the operations and provide revenue opportunities.

The City requires that the Park Services to be operated in a professional manner. Upon the retention of the management firm, the City anticipates the creation of a strategic business plan defining the vision of the facility operations while under your management. That plan should detail how the following goals are to be achieved.

**OBJECTIVE 1: Staffing.** Management firm will recruit and train its own employees and will be responsible for its employees' compensation. The fringe benefits to be paid to employees, that will be hired by the management company and paid from that firm's payroll account, shall be detailed to ensure consistency with Federal minimum wage requirements.

**OBJECTIVE 2: Course, buildings, and infrastructure.** The City desires to have the course, mini golf course landscaping, buildings, and infrastructure maintained by the contractor in a manner consistent with the existing quality through standard maintenance practices.

**OBJECTIVE 3: Professional, friendly customer service.**

The City desires all customers to experience a professional, welcoming atmosphere that conveys respect, courtesy, and a genuine desire to please!

### 3.1.4 **PROPERTY LOCATION -**

The mini golf and paddle boat amenities are located within Landa Park. Landa Park offers a variety of amenities in a beautiful shade covered 51-acre park in the center of New Braunfels. Landa Park is a New Braunfels icon, featuring the headwaters of the Comal Springs, a miniature train, paddle boats, miniature golf, playscapes, an arboretum, walking trails, the Landa Park Aquatic Complex, a fishing pier, and the Panther Canyon hiking trail. The Landa Park Golf Course at Comal Springs is an 18-hole golf course located in the heart of the historic Landa Park and downtown New Braunfels. Landa Lake provides paddle boat

opportunities.

The park brings approximately 650,000 guests each year who enjoy the park and its amenities.  
Mini Golf – The City renovated the miniature golf property in 2017.



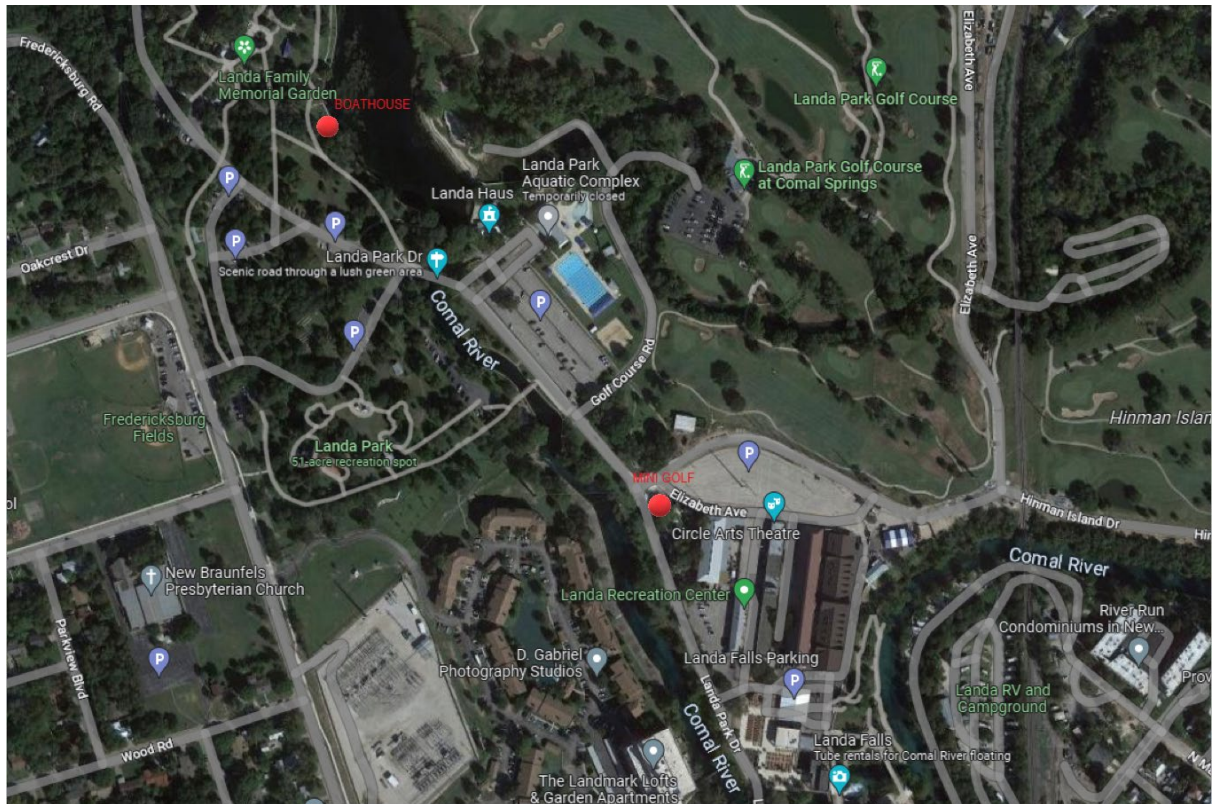












### 3.2.1 PROPOSERS SCOPE OF RESPONSIBILITIES AND CONTRACT COMPLIANCE –

The proposal shall be completed by each Proposer in such detail as to facilitate a complete and comprehensive analysis. The proposal should describe all services offered and all charges. Specifically, the proposal SHALL include the following documents and items:

#### Proposal Summary

The Proposal Summary must include Proposer's Plan including, but not limited to, the following information:

#### 1) List of previous experience and samples

- a. Proposers should provide a listing and brief description of similar sites where this work has been done before, including any other company locations and facilities.
- b. Previous experience of available staff/management personnel.
- c. If Proposer is a new company, so state, and indicate what experience the individuals associated with Proposer have with this type of activity.
- d. Safety certifications for each member of Proposer's staff that will operate at the Service Area.

#### 2) Description of services to be offered.

#### 3) Dates and times of services.

**4) Proposed admission fees for services**

**5) Proposed concessions to sell at locations and sales price**

- 6)** If the proposer is requesting a capital investment to the property it will be at the expense of the proposer. Provide an outline of the capital requests.

(a) Note that in section 3.1.2 for maintenance of the property

**7) Composition of Key Personnel and Safety Plan**

- (i) Proposers should identify key personnel and provide short bios that demonstrate the specific knowledge, experience and capability of the individual to perform the role assigned. Qualifications can be demonstrated by education, relevant previous experience, professional or technical certifications and peer recognition of excellence or achievement.
- (ii) Proposers shall provide their water safety plan, including:
  - a) A draft of Proposer's safety talk that will be given before all rentals, which shall include information on water safety, Paddle Boat and/or other watercraft use, as well as hazards specific to the Service Area.
    - 1. Description of Proposer's system to ensure renters get off the water immediately for thunder and/or lightning and to ensure renters wait at least thirty (30) minutes after the last strike before entering the water.
  - b) Description of how Proposer's team shall monitor water traffic, weather, and the safety of renters.
  - c) Confirmation that Proposer has personal flotation devices for each renter.
  - d) Confirmation that Proposer shall comply with the Safety Guidelines.

**8) Proposed marketing efforts to promote visitation to services.**

**9) Commitment to City of New Braunfels' Core Values**

- a) The City of New Braunfels is committed to its core values of Integrity, Service, Visionary Leadership, Stewardship of Local Resources, and Fiscal Responsibility. The City of New Braunfels seeks to see those same values in its partners. In their Proposal Summary, Proposers should demonstrate their commitment to the City of New Braunfels' Core Values.

**10) Compensation Plan**

- a) Provide a compensation plan that is percentage or fee based. Other ideas will be considered.

**11) Proposer's Affidavit Personal Property Tax Certificate (see attached)**

**12) Certificate(s) of Good Standing**

- a) If the Proposer is a corporation or limited liability company (LLC), it shall furnish a certificate of good standing from its state of formation, and, if it is an out-of-state business registered in Texas as a foreign corporation, a certificate of good standing from the State of Texas. The corporation/LLC (if that is how Proposer is organized) shall also furnish certified resolutions setting forth its authority to submit the proposal, and the authority of the officer/member signing the proposal to act on behalf of the business entity. If the applicant is or proposes to be a newly-formed business entity, a financial statement shall accompany the proposal showing the amount of capital pledged or paid in by the stockholders, members or partners, together with their personal financial statements.

**SECTION 4 – SOLICITATION INFORMATION****4.1 PROPOSED SOLICITATION SCHEDULE:**

DATE	EVENT
May 2, 2023	Solicitation issued on <a href="http://www.bidnetdirect.com/texas">http://www.bidnetdirect.com/texas</a> and <a href="http://www.nbtexas.org/">www.nbtexas.org/</a>
May 24, 2023	Deadline for questions and requests for clarification
TBD	Issue final addendum, if applicable
May 31, 2023	Submittal deadline
June 2023	Review and evaluation of proposals from respondents
June 2023	Interviews
July, 2023	City Council considers award of contract
TBD	Contract kick-off meeting
October 1, 2023	Contract start date

**4.2 AVAILABLE DOCUMENTS:**

Proposals are due May 31, 2023 at 3:00 p.m. (CST) at the New Braunfels City Hall at 550 Landa Street, New Braunfels, Texas 78130. Proposal documents may be obtained at:

- The BidNet Direct website, <https://www.bidnetdirect.com/texas/city-of-new-braunfels>
- The City of New Braunfels' website, <http://www.nbtexas.org/2694/Active-Solicitations>.

**4.3 ISSUING OFFICE AND CONTACT FOR QUESTIONS:**

All prospective respondents are hereby instructed to not contact any member of the City of New Braunfels' City Council, City Manager, evaluation committee, or City of New Braunfels' staff members other than the noted contact person regarding this solicitation. Any such contact may be cause for rejection of your proposal. All questions concerning this solicitation shall be in writing, on or before **May 24, 2023**, to:

**Greg Gutierrez, Buyer**

*Email:* GGutierrez@NewBraunfels.gov

*Office:* 830-221-4398

**4.4 SOLICITATION UPDATES:**

Respondents shall be responsible for monitoring the BidNet Direct website (<http://www.bidnetdirect.com/texas>) and the City's website (<http://www.nbtexas.org/1175/Bid-Opportunities>) for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response.

**4.5 EXCEPTIONS AND DEVIATIONS:**

Any exceptions to the specifications or objectives of the solicitation document must be clearly stated in Respondent's proposal.

**4.6 SUBMISSION OF PROPOSAL**

Companies responding to the solicitation must follow the instructions below.

The following items request information that the Evaluation Committee will utilize to evaluate the proposal. Failure to provide any of the information below may result in a proposal being deemed non-responsive and therefore not considered in the selection process.



To achieve a uniform review process and to obtain a maximum degree of comparability, the City of New Braunfels requires that proposals be submitted with **one (1) original master (marked 'original'), seven (7) copies, and one (1) electronic copy in PDF format on USB or CD.**

Each proposal, completed and signed by person(s) authorized to bind individual, partnership, firm, corporation, or any other legal entity, include the following in one envelope/package and be indexed with the referenced tabs as such:

1. **TAB 1 – Solicitation and Offer Form:** Respondent must complete and sign form located on Page 2.
2. **TAB 2 – Acknowledgment of Addenda,** if applicable.
3. **TAB 3 – Response to Information Request:** Respondent to provide information requested in Section 3, paragraph 3.2.1 1).
4. **TAB 4 – Response to Information Request:** Respondent to provide information requested in Section 3, paragraph 3.2.1 2).
5. **TAB 5 – Response to Information Request:** Respondent to provide information requested in Section 3, paragraph 3.2.1 3).
6. **TAB 6 – Response to Information Request:** Respondent to provide information requested in Section 3, paragraph 3.2.1 4).
7. **TAB 7 – Response to Information Request:** Respondent to provide information requested in Section 3, paragraph 3.2.1 6).
8. **TAB 8 – Response to Information Request:** Respondent to provide information requested in Section 3, paragraph 3.2.1 8).
9. **TAB 9 – Compensation Plan** (Section 3, paragraph 3.2.1 10)
10. **TAB 10 – Proof of Insurability:** Submit a letter from insurance provider stating provider's commitment to insure Respondent for the types and levels of coverage that are specified in Section 5, of this document if awarded a contract in response to this solicitation. Respondent shall also submit a copy of their current insurance certificate.
11. **TAB 11 – Conflict of Interest Form** (per Section 4, paragraph 4.8)
12. **TAB 12 – Certificate of Interested Parties - Form 1295** (per Section 4, paragraph 4.9)
13. **TAB 13 – Proposal Checklist** (per Section 7, paragraph 7.3)

Proposal identified on outside as a proposal to Owner, with Respondent's name and address, and solicitation name. Failure to submit proposal in this manner may subject Respondent to disqualification. Proposal may be delivered in person to the New Braunfels City Hall, or by Express Mail or delivery service to:

City of New Braunfels  
ATTN: Purchasing  
550 Landa Street  
New Braunfels, TX 78130

The outside of the envelope or package **must state:**

"RFP 23-025, Management of Park Services; Proposal Due Date: May 31, 2023, 3:00 P.M. (CST)"

It is the sole responsibility of the respondent to ensure timely delivery of the proposal. Owner will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the respondent. **PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME WILL NOT BE ACCEPTED OR CONSIDERED.**

#### **4.7 COMPETITIVE PROPOSAL CRITERIA:**

Proposals will not be opened publicly so as to avoid disclosure of contents to competing respondents, and will be kept confidential during the process of negotiation. However, all proposals shall be open for public inspection after

award except for trade secrets and confidential information contained in the proposals and identified as such by the respondent.

- The City of New Braunfels will review proposals as soon as they are received and will use weighted evaluation criteria and rate each firm on a 100-point scale. The firm will be selected based on factors such as demonstrated competence, and qualifications to perform the services.
- The City will evaluate price as an important, but not overriding, factor, considering the cost of base services and optional services if applicable.
- City reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the proposals received.
- The City reserves the right to award to one or more firms or individuals as necessary to accomplish the contract demands.
- The contracts, if awarded, will be awarded to the respondents whose submittals are deemed most advantageous to City, as determined by the selection Committee.
- The selected firm will be submitted to the City Council for approval.

#### **4.7.1 Evaluation Standard.**

The City of New Braunfels will review proposals using established specific, weighted criteria for selection with a maximum of 100 possible points as noted below. Additional details are provided in Section 7 of this solicitation document.

##### **30 points – Professional Qualifications and Experience**

- The City will evaluate the respondent's qualifications and experience with park services for municipalities.

##### **40 points – Demonstrated Experience in Contracts with Similar Scope**

- The City will evaluate the respondent's work experience for contracts with similar scope.
- Provide Business Plan that includes equipment services and any other capital expenditure.

##### **20 points – Contract Management Ability**

- The respondent will provide evidence of sufficient resources necessary to manage, staff, and successfully perform the services contemplated under this RFP. The respondent will include its organizational structure and indicate the number of key personnel planned to work on the contract.

##### **10 points – Compensation Plan**

- The proposer's proposed compensation to the City of New Braunfels and pricing for services. The City of New Braunfels reserves the right to negotiate the fee quotation during the interview/selection process.

**4.7.2** Negotiations may be conducted with responsible respondents who submit proposals determined by the Purchasing Buyer to be reasonably susceptible of being selected for award. All respondents will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

- (i) Any oral negotiations must be confirmed in writing prior to award.
- (ii) Award may be made without negotiation of proposals with any respondent.

**4.7.3** Cost and/or Pricing Data shall be required to be submitted with the proposal, as specified elsewhere in this RFP, or, during the process of any negotiations that may be conducted after receipt of proposals and prior to award.

**4.7.4 Presentations** – After an initial review and compilation process, the City may ask for presentation of services from selected firms or individuals to clarify and/or develop a comprehensive assessment of the submissions.

**4.7.5 Other Considerations** – The City reserves the right to consider historical information and facts, whether gained from the proposal, references, or any other source, in the evaluation process, including Respondent's past working or business relationship with the City, if any. The City further reserves the right to consider a respondent's background, personnel, experience, financial and other references, management practices, exceptions to the RFP or subsequent contract, and any working relationships, past or present, a respondent may have with its other clients.

#### **4.8 INFORMATION REGARDING CONFLICT-OF-INTEREST QUESTIONNAIRE (FORM CIQ):**

In accordance with Chapter 176 of the Texas Local Government Code, "Disclosure of Certain Relationships with Local Government Officers," persons, or their agents who seek to who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a **Conflict of Interest Questionnaire (Form CIQ)** with the City Secretary if the vendor has a business relationship as defined by Section 176.001(1-a) with the City and the vendor meets requirements under Section 176.006(a).

**Form CIQ** is available from the Texas Ethics Commission by accessing the following web address:

[https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

The Conflict-of-Interest Questionnaire (Form CIQ) is required to be filed within 7 business days of:

- a. Beginning of discussions or negotiations to enter into a contract with the City; or
- b. Submission of an application, response to a request for proposals or bids, correspondence or other writing related to a potential agreement with the City.

If requested in the solicitation document, all respondents are to submit a completed Conflict of Interest Questionnaire (Form CIQ) with their proposal **in addition to** submitting a completed Form CIQ to the office of the City Secretary located at 550 Landa Street; New Braunfels, Texas 78130.

By law, Form CIQ must be filed with the City Secretary no later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed as per Section 176.006(a-1). A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

#### **4.9 INFORMATION REGARDING CERTIFICATE OF INTERESTED PARTIES (FORM 1295):**

Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission (TEC) found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed **Certificate of Interested Parties (Form 1295)** to the City before the City may enter into a contract with that business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

**Standard Filing Process:** **Form 1295** is accessible at, and must be completed online, at the following web address:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A business entity must enter the required information as directed on Form 1295 and then print a copy of the completed form after it has been submitted online. It is important to note that the information that is required in 'Certification Number' and 'Date Filed' fields in the 'Certification of Filing' box on the form will not be generated until the form has been **submitted**, not saved. An authorized agent of the business entity must then sign the printed copy of the form, containing the unique Certification Number and filing date, in the presence of an authorized notary. The notarized Form 1295 must be filed with the governmental body or state agency with which the business entity



is entering into the contract; the governmental body or state agency will subsequently acknowledge the Certificate of Interested Parties (Form 1295) on the TEC website.

***Solicitation Document:*** If a completed Form 1295 is requested in a solicitation document issued by the City, Respondent shall reference the City's solicitation number in Box 3 of the form as a contract number is not generated until the award of a contract by City Council. Respondents must submit the original, notarized form with their response to the solicitation. The City will subsequently acknowledge the Certificate of Interested Parties (Form 1295) on the TEC website when the contract has been awarded.

**CONTACT THE BUYER NOTED ON PAGE 1 SHOULD YOU HAVE ANY QUESTIONS.**

## **SECTION 5 – CONTRACT INFORMATION**

### **5.1 SCOPE OF CONTRACT:**

This is a service contract calling for services identified in this solicitation at the negotiable prices submitted by the respondent. Upon acceptance of a proposal by the City Council and issuance of a Contract Award, Respondent shall deliver the services at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions contained herein. If applicable, City will issue a purchase order to the contractor each time a City department wishes to place an order against this contract. Contractor must have a purchase order before making any delivery of services.

### **5.2 CONTRACT TERM:**

The contract term will be for one year and three one-year extensions subject to satisfactory negotiation of terms (including a price acceptance to both the City of New Braunfels and the selected firm), and the annual availability of budgeted appropriations.

### **5.3 OPTION TO RENEW:**

This contract may be extended provided all terms and conditions, except for the contract period being extended or any price redetermination as authorized elsewhere in this contract, remain unchanged and in full force and effect. The renewal option, if exercised, shall be executed in the form of a Modification/Supplemental Agreement, to be issued not sooner than ninety (90) calendar days prior to expiration of this contract, nor later than the final day of the contract period. This Option to Renew requires the mutual agreement of both parties. Refusal by either party to exercise this Option to Extend shall result in this contract to expire on the original or mutually agreed date. The standard extension period shall be in one, one-year increment. The total period of this contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of three (3) years from the date of award.

### **5.4 CHANGES:**

The City Buyer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following.

- a) Description of services to be performed.
- b) Time of performance (i.e. hours of day, days of week, etc.)
- c) Place of performance of the services.
- d) Correction of errors of a general administrative nature or other mistakes, the correction that does not affect the scope of the contract, or does not result in expense to the Contractor.

If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract, whether or not changed by the order, the City shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order. However, if the City decides that the facts justify it, the City may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

### **5.5 INSURANCE AND LIABILITY:**

During the period of this contract, Contractor shall maintain at its expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall:

- i. Name the City of New Braunfels as additional insured/or an insured, as its interests may appear.
- ii. Provide the City a waiver of subrogation.
- iii. Provide the City with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
- iv. Provide to the City Buyer at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award.

Submit a certificate of insurance reflecting coverage as follows:

- a. Automobile Liability:

Bodily Injury (Each person)	-	\$250,000.00
Bodily Injury (Each accident)	-	\$500,000.00
Property Damage	-	\$100,000.00
- b. General Liability (Including Contractual Liability):

Bodily Injury	-	\$500,000.00
Property Damage	-	\$100,000.00
- c. Excess Liability:

Umbrella Form	-	\$1,000,000.00
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- d. Worker's Compensation:

	-	Statutory
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- e. Errors and Omissions

	-	\$1,000,000.00
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#### 5.6 ERRORS AND OMISSIONS:

Approval by the City shall not constitute nor be deemed a release of the responsibility and liability of the contractor, its employees, subcontractors, agents and consultants for the accuracy and competency of their supplies, equipment, or services provided hereunder; nor shall such approval be deemed to be an assumption of such responsibility by City of New Braunfels for any defect, error or omission in the supplies, equipment, or services provided by the contractor, its employees, subcontractors, agents and consultants. Contractor shall indemnify, hold harmless and defend City of New Braunfels, their officers, agents and employees from any loss, damage, liability or expense, including reasonable attorney's fees, on account of damage to property and injuries, including death, to all persons, including employees of the contractor or any of its consultants, which may arise from any negligent act, error or omission, on the part of the contractor, its employees, agents, and consultants, pursuant to this contract.

#### 5.7 INDEMNITY AGAINST LOSS:

The City does not assume any liability to third persons, nor will the City reimburse the Contractor for its liability to a third person, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder, and Contractor further agrees to provide the defense for, and indemnify and hold harmless City from any and all claims, suits, causes of action, and liability, arising in connection with this contract.

#### 5.8 SAFEGUARDING OF INFORMATION AND DATA:

The Contractor shall safeguard all information and data provided by the City. Further, Contractor shall not sell or make available data or mailing lists compiled from data received from the City without the express written approval of the City Council, through the City Purchasing staff, with appropriate remuneration to the City.



## SECTION 6 – RFP 17-010 TERMS AND CONDITIONS

### 6.1 INSTRUCTIONS TO PROPOSERS:

- (a) Thoroughly examine all solicitation documents, including downloadable resources and amendments, which provide information regarding the opportunity.
- (b) Make all investigations necessary to be familiar with conditions that affect the proposal, such as but not limited to, the golf course, current assets to include cart fleet and inventories, maintenance equipment, etc. The lack of due diligence by the proposer as a result of failure to investigate or examine conditions or failure to fulfill details of the contractual documents will be not accepted as a basis for varying the requirements of City or changing the compensations due.
- (c) City contracts are subject to all legal requirements of City, state or federal statutes and regulations. Laws of the State of Texas apply.
- (d) Provide all required information on the forms furnished in the RFP. Print or Type name on proposal and **MANUALLY OR DIGITALLY (utilizing Adobe Acrobat Encryption) SIGN ALL COPIES IN THE SPACE AND ON THE FORMS PROVIDED. Telegraphic, Fax, Email and On-Line responses WILL NOT BE ACCEPTED unless specifically authorized in the terms and conditions of the solicitation. If you obtained this solicitation by Internet posting, your response shall not contain any alteration to the document posted other than entering data in the spaces provided or including attachments as necessary. By submission of a response, Respondent affirms that no alteration of any kind has been made to this solicitation.**
- (e) Alternate Proposals will be considered.
- (f) Show your proposed plan of delivery to achieve assumption of responsibilities for the management of the golf course. Clearly define the responsibilities of the City of New Braunfels in the transition and ongoing management of the golf courses. Include weekends and holidays in counting days or months.
- (g) Do not include federal taxes or State of Texas limited sales excise and use taxes in proposal prices since CITY is exempt from payment of these taxes. (Sec 151.309 Tax Code)
- (h) All proposals must be current and final at the time of opening in order to be considered responsive. No proposal will be accepted for consideration, and no award will be made, if at the time of opening anything contained therein is contingent upon, or subject to, any outstanding matter, including, but not limited to, any review, certification, or approval by any party that has not been received.

### 6.2 PROPOSER'S CERTIFICATIONS/AGREEMENTS - By submission of a proposal:

- (a) You certify that you are a duly qualified, capable, and otherwise bondable business entity. You further certify that the Company, Corporation or Partnership does not owe any back taxes within City. No award will be made to a firm owing back taxes within the City. Additionally, if taxes become delinquent after an award has been made to you, that fact may constitute cause for cancellation of this contract.
- (b) You warrant that all applicable patents and Copyrights which may exist on items in proposal have been adhered to and further, you warrant that City shall not be liable for any infringement of those rights. Such rights granted City shall apply for the duration of the contract or for the life of the equipment or supplies purchased. City agrees not to sell, convey, barter, or otherwise extend the use or exclusive right granted herein to anyone other than City employees for official use as described in this contract. City will not knowingly or intentionally violate any patent, license or copyrights applicable to items sold hereunder.
- (c) You warrant and agree that all intellectual property of the City of New Braunfels to include web site urls, email databases, copyrights, trademarks, etc. are the exclusive right of the City of New Braunfels and will not be used by you without the expression written permission of the City of New Braunfels.
- (d) You warrant that upon execution of a contract with City you will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, race, color, sex, disability, creed, or national origin and will submit reports as City may require assuring compliance. Furthermore, City, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment, and services, shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance

of contracts. All vendors, suppliers, professionals, and contractors doing business, or anticipating doing business, with City shall support, encourage, and implement affirmative steps toward the goal of establishing equal opportunity for all of the citizens of City.

- (e) You warrant that the offered price will be held firm and subject to acceptance by the City Council for a period of one hundred twenty days (120) calendar days from RFP closing date, or such longer period indicated in your offer.
- (f) City is a government agency engaged in public projects where damages caused by breach of contract are difficult or impossible to measure. Awardee agrees that the amount of the bond is the amount of damage, except that if in the opinion of the City Council, the failure to perform terms of the contract is the result of acts or events over which you have no control the BOND in whole or in part may be returned to you at the City Council's sole discretion.
- (g) You warrant that you employ or retain no one or no agency to solicit or secure this contract where you have agreed to pay a commission, percentage, brokerage, or CONTINGENCY FEE, except for your bona fide employees or your bona fide established commercial or selling agencies that you maintain as a regular course of business. Violation is cause for City to annul the contract without liability, or at its discretion to deduct consideration from the contract price for the full amount of the commission, percentage, brokerage, or contingent fee.
- (h) You affirm that any response has not included any preparation in collusion with any other proposer, and that the contents of any response as to prices, terms or conditions of said response have not been communicated in any manner to any other person engaged in this type of business prior to the official opening of this solicitation.
- (i) You hereby assign to City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

### 6.3 SUBMISSION OF PROPOSALS:

- (a) Deliver your proposal, or changes to proposals, in SEALED ENVELOPES OR PACKAGES addressed to the New Braunfels City Hall. NAME AND ADDRESS OF PROPOSER, DATE OF RFP CLOSING, SERVICES PROPOSAL ON, and RFP NUMBER must be placed on the outside of the envelope or package.
- (b) Submit signed offers with ONE ORIGINAL AND SEVEN COPIES (unless otherwise indicated) on the FORMS PROVIDED. **ALL ORIGINALS MUST BE MANUALLY OR DIGITALLY (utilizing Adobe Acrobat Encryption) SIGNED. Telegraphic, Fax, Email and On-Line responses WILL NOT BE ACCEPTED unless specifically authorized in the terms and conditions of the solicitation. If you obtained this solicitation by Internet posting, your response shall not contain any alteration to the document posted other than entering data in the spaces provided or including attachments as necessary. By submission of a response, proposer affirms that no alteration of any kind has been made to this solicitation.** Modifications to offers on RFPs will be accepted by telegraphic notice or fax up to time for RFP closing and modifications to the solicitation may be distributed in that manner. Specific prices offered must not be exposed in telegraphic modifications.
- (c) An authorized official of the firm must print or type his name and **MANUALLY OR DIGITALLY (utilizing Adobe Acrobat Encryption) SIGN THE PROPOSAL.**
- (d) Proposals may not be withdrawn after the time set for the closing, unless approved by the City Council.
- (e) **Your offer or a modification to your offer is LATE if received after the time set for proposal opening and shall be returned unopened and shall not be considered.**
- (f) If you need clarification or have any question as to the true meaning of specifications or any other document in the solicitation, your concerns must be submitted in writing to the City Buyer on or before Seven (7) calendar days prior to scheduled opening of proposals. Late requests will not be honored. Timely requests will be interpreted or otherwise clarified by issuance of a modification to the solicitation distributed to all sources that received a set of the solicitation. No other interpretations or clarifications will be provided prior to award.
- (g) Prompt payment discounts **WILL NOT BE CONSIDERED** in determining low proposal and making award. Prompt Payment Discounts offered by proposer, and earned by the City, will be taken. For the purpose of computing the DISCOUNT PERIOD for payments, time will begin upon satisfactory delivery of goods and/or submission of acceptable invoice, whichever is later. Partial payments will not be made unless specifically requested and approved by City prior to award of contract.

### 6.4 TERMS AND CONDITIONS:

- (a) PAYMENTS shall be made by check or warrant by City upon satisfactory delivery and acceptance of items and submission of INVOICE to the address below for orders placed by City's Purchasing staff, or as indicated on Delivery Orders placed by other authorized agencies.

**ACCOUNTS PAYABLE  
550 LANDA STREET  
NEW BRAUNFELS, TEXAS 78130**

**Phone No: (830) 221-4380**

- (b) PROMPT PAYMENT ACT applies (69th Legis-Reg session, ch 82 and ch 614 para 2) which provides that payments be made within 30 calendar days. It provides a 12% interest penalty added at time of payment for late payments. Penalty does not apply if Federal Grant, Contract, Regulation, or statute prevents timely payments with federal funds. Vendors must pay their suppliers the same 12% interest on bills that miss the deadlines. Subcontractors must pay suppliers within 10 calendar days after payment is received by the subcontractor. Vendors must apply for interest payments if they believe interest was due but not paid. For computing the period before penalty accrues, count the day after either of the following, whichever is later: satisfactory and acceptable delivery or performance has been completed, or correct and proper invoice is received at the designated place. City has 21 days in which to notify vendor of erroneous invoice or shipment/services. Disputes will be decided at an administrative hearing or in a court of jurisdiction. The prevailing side may collect interest and reasonable attorney's fees. Payments are deemed made on payment postmark date or date of electronic transmission. Partial payments will not be made unless specifically authorized in the contract.
- (c) Title and risk of loss of the goods shall not pass to City until receipt and acceptance takes place at the F.O.B. point. Contractor will be responsible to deliver to the destination(s) shown in the schedule (or in more detail in resultant orders), unload, unpack or uncrate, set-up, and remove all cartons or packing materials from the final destination at his expense, as applicable.
- (d) NO CITY OFFICER, EMPLOYEE OR ELECTED OFFICIAL SHALL BENEFIT from this contract. They may not hold a share or interest in its proceeds. If the award is to a corporation, however, the provision does not apply to minority stockholders of publicly traded corporations.
- (e) NO GRATUITIES (in the form of entertainment, gifts, or otherwise) may be offered or given by the Proposer or Awardee or any of their agents or representatives, to any City officer or employee for the purpose of securing a contract or securing favorable treatment in the award or amendment of a contract, or to determinations concerning performance of the contract. Violation is cause for termination of the contract by written notice by the City, followed by an opportunity for a hearing. The facts of the City Council findings can be an issue for review by any competent court. Contractual remedies that apply to BREACH of contract apply if terminated under this provision. A penalty of exemplary damages, in an amount determined by City Council of not less than three nor more than ten times the cost incurred by the violator in providing any gratuity, in addition to any other damages to which City is entitled by law, is recoverable.
- (f) In a contract award exceeding Five Thousand Dollars (\$5000.00), you may ASSIGN PAYMENT to a bank, trust company or other financing institution, including any Federal lending agency by prior written approval and authorization from City Council through the City Buyer. Payment by City can be made only to one party. Assignments that do not conform to these terms will not be recognized. A fee of \$100 will be charged, made payable to City, for administrative costs; then modification to the contract will reflect the payee change.
- (g) If you change your name or ownership (NOVATION), notify the City Buyer immediately. The change must be approved by the City Council before any change can be recognized in the contract. A fee of \$100.00 per contract, made payable to City, for administrative costs is required; then the contract will be modified to reflect the change.
- (h) FORCE MAJEURE: Neither party can be held responsible for losses of any kind as a result of causes not within their control, if reasonable diligence has been exercised to prevent the loss or delay.
- (i) PROTESTS, DISPUTES AND APPEALS: A contract may not be awarded to a proposer who is not the best value proposer meeting specifications unless, before the award, each lower proposer is given notice of the proposed award and is given an opportunity to appear before City Council and present evidence concerning their responsibility.

- (i) Protest before award must be submitted in writing to the City Buyer and shall be heard by City Council prior to award.
  - (ii) Protests after award must be submitted in writing to the City Buyer within ten calendar days after notification of such award. The Buyer routinely will forward a written reply to the protestant within ten calendar days from receipt thereof. If the protestant is not satisfied with the reply of the Buyer, the protestant may appeal the decision within ten calendar days after receipt thereof, to the City Buyer outlining in detail the exact point(s) of disagreement. Should the matter not be resolved to the satisfaction of the proposer/contractor, the appeal will be submitted to City Council. The appellant shall then have the right to be heard in open court by City Council.
  - (iii) The City Buyer shall act as the City representative in the issuance and administration of this contract, and shall issue and receive all documents, notices, and correspondence. Such documents, notices, and correspondence not issued by or received by the City Buyer shall be null and void.
  - (iv) The decision of City Council shall be final and conclusive, and shall be binding on all parties concerned, appealable in a court of competent jurisdiction in this City, and in accordance with the laws of the State of Texas.
- (j) TERMINATION FOR DEFAULT: Failure of the awardee to perform any of the provisions of this contract shall constitute a breach of contract, in which case, the City may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Absence force majeure, such provisions shall include the ability of the awardee to improve the financial performance of the golf course as measured by earnings before interest, depreciation and amortization achieved by the City for the fiscal year ending September 30, 2016. Further, such provisions also include the use by the awardee of the email database and all other intangible property of the City of New Braunfels without the express written permission obtained sixty (60) days in advance of such use. Failure to take corrective action or failure to provide a written reply within the prescribed 10 days shall constitute a Default of contract. The contractor shall be given a thirty (30) day period within which to show cause why the contract should not be terminated for default. City Council may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default, or show cause, shall be issued by the City Buyer, and all replies shall be made in writing to the City Buyer at the address shown on Page 1. Notices issued by or to anyone other than the City Buyer shall be null and void, and shall be considered as not having been issued or received. If defaulted, the contractor shall be liable for liquidated damages, if any, as stipulated elsewhere in this contract. City reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party with or without solicitation of proposals or further negotiations. As a minimum, Contractor shall be required to pay any difference in the cost of securing the products or services covered by this contract, or compensate for any loss to City should it become necessary to contract with another source because of default, plus reasonable administrative costs and attorney's fees.
- (k) If it is in the PUBLIC INTEREST TO TERMINATE the contract, the City Council reserves the right to do so. If terminated for the public good, all costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the contract prior to termination will be paid. Costs are excluded which are recoverable in the normal course of business or which can be mitigated through the sale of supplies or inventories. In the event City pays for supplies or materials, they shall become the property of CITY and shall be delivered to the F.O.B. point shown in the contract, or as designated by the City Buyer. No anticipated profits are payable.
- (l) CONTRACT CONSTRUCTION:
- (i) Provisions Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with Government Code 311.001 et seq Code Construction Act. Wherever "City" is used herein, it is understood to mean "New Braunfels, Texas".
  - (ii) In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving PRECEDENCE in the following order: (a) the Schedule of Items/Services and Specifications; (b) Special Provisions; (c) General Provisions; (d) Terms and Conditions of Request for Proposal/Invitation for Proposal; (e) other provisions, whether incorporated by reference or otherwise.
  - (iii) The written contract is the SOLE AGREEMENT between the parties and supersedes any prior understanding or written or oral agreement on the subject matter.



- (iv) No provision of the contract shall be deemed waived, amended, or MODIFIED unless such change is IN WRITING AND SIGNED by both parties.
- (v) Terms addressed in the solicitation apply to the contract, as well.
- (m) After IFB opening/RFP closing and prior to award, City reserves the right to make a PRE-AWARD SURVEY of any or all proposer's management team, facilities, equipment or other golf courses current managed by the proposed as evidenced of the work under this solicitation. Proposed acknowledges that the City may "secret shop" the facilities under the Proposer's current management to decide the quality of their work product. Proposer agrees to allow all reasonable requests for inspection with seven (7) days advance notice. Failure to allow such an inspection is cause for rejection of proposals as non-responsive. City reserves the right to reject management or staff assigned to our engagement to include facilities or equipment. In addition, proposer's reputation relating to quality of performance may also be used for purposes of evaluating proposer's suitability for award of this solicitation. Additionally, you may be required to make appropriate financial data available for review that shall be protected by the City and treated as confidential to the mutual agreement of the Proposer and the City. An acceptable review would result in the data being returned. Should the data be the basis for a determination of non-responsibility, then the data would be presented to City Council and filed for record.

## **6.5 AWARD OF CONTRACT:**

- (a) Award will be made to the responsible proposer who submits the lowest and best proposal, or to the responsible respondent whose proposal is most advantageous to the City, price and other factors considered. When payments are to be made to the City, award will be made to the highest proposer. After approval by City Council, City Manager will sign Contract Award form and City Purchasing staff will issue fully executed contract to the successful proposer. No contract exists until the signed document is delivered.
- (b) City reserves the right to accept any item or group of items offered, unless the proposer qualifies his proposal by specific limitations. The proposal can be on an "ALL OR NONE" basis if wording in the proposal so states and if all items solicited are included in the proposal.
- (c) City may reject a proposal (or all proposals) if not satisfactory to City Council. City also reserves the right to waive minor informalities or irregularities in any proposal.
- (d) Other factors may be considered in determining the successful proposal when they are applicable, such as administrative cost for a multiple award calculated at \$500 per award, cost of any test or inspections, cost of delivery to final destination under unusual circumstances, warranties and guarantees, delivery or performance period, and ability to deliver or perform.
- (e) Ties will be broken by consideration of delivery time or delivery schedule.
- (f) Texas provides no advantage to resident proposers in the award process. However, offers from another state where that state favors their residents will be evaluated by adding the same differential to the proposal that would be required for a non-resident proposal to be awardable in their resident state. For example, how much lower a Texas firm must be in that state than one of their resident proposals in order to be the awardee.
- (g) Pursuant to Local Government Code §271.9051, the City of New Braunfels has a local preference resolution 2009-R61. This resolution authorizes the municipality to enter into a contract with the lowest Respondent or the Respondent whose principal place of business is in the City of New Braunfels if that local Respondent is within five percent of the lowest bid price received from a Respondent who is not a resident and offers the municipality the best combination of contract price and additional economic development opportunities for the City created by the contract award; including the employment of residents of the municipality and increased tax revenues to the municipality and the contract is less than \$100,000. This provision does not prohibit the City of New Braunfels from rejecting all bids.

**EXHIBIT "A" – REVENUE HISTORY****MINI GOLF REVENUE**

Year	March	April	May	June	July	August	September	October	November	TOTAL
						Mini Golf Admissions				
	March	April	May	June	July	August	September	October	November	TOTAL
2022	1,474		879	2,246	2,571					7,170
2021	1,893	518	788	1,883	3,965	1,330	721	726	240	12,064
2020	1,246	0	0	2,219	2,071	1,977	1,062	938		9,513
2019	1,874	736	1,016	2,932	3,357	2,199	873	711		13,698
2018	2,602	754	1,815	1,613	2,389	1,978	594	558		12,303
						Mini Golf Revenue				
	March	April	May	June	July	August	September	October	November	TOTAL
2022	\$12,254.00		\$4,190.00	\$10,845.00	\$12,415.00					\$39,704.00
2021	\$5,679.00	\$2,148.00	\$2,364.00	\$5,649.00	\$8,463.00	\$3,990.00	\$2,163.00	\$2,178.00	\$720.00	\$33,354.00
2020	\$3,738.00	\$0.00	\$0.00	\$6,657.00	\$6,213.00	\$5,931.00	\$3,186.00	\$2,814.00		\$28,539.00
2019	\$5,622.00	\$2,208.00	\$3,048.00	\$8,796.00	\$10,071.00	\$6,597.00	\$2,619.00	\$2,133.00		\$41,094.00
2018	\$7,806.00	\$2,262.00	\$5,445.00	\$4,839.00	\$7,167.00	\$5,934.00	\$1,782.00	\$1,674.00		\$36,909.00

**PADDLEBOAT REVENUE**

Year	March	April	May	June	July	August	September	TOTAL
	March	April	May	June	July	August	September	TOTAL
2022	619		1,414	1,549	1,545			5,127
2021	3299	2,080	2,015	3,056	4,330	1,484	389	16,653
2020	2392	0	0	3,202	0	0	0	5,594
2019	3221	1,274	1,534	2,664	4,648	2,251	1,483	17,075
2018	3220	1,573	1,243	601	3,039	1,648	593	11,917
	March	April	May	June	July	August	September	TOTAL
2022	\$6,547.00		\$7,216.00	\$7,826.00	\$7,581.00			\$29,170.00
2021	\$11,069.00	\$6,240.00	\$6,045.00	\$9,323.00	\$13,493.00	\$4,608.00	\$1,167.00	\$51,945.00
2020	\$7,848.00	\$0.00	\$0.00	\$9,606.00	\$0.00	\$0.00	\$0.00	\$17,454.00
2019	\$9,663.00	\$3,822.00	\$4,602.00	\$8,709.00	\$15,932.00	\$7,877.00	\$5,071.00	\$55,676.00
2018	\$9,660.00	\$4,719.00	\$3,729.00	\$1,803.00	\$9,789.00	\$5,317.00	\$1,898.00	\$36,915.00

**CONCESSION REVENUE**

Year	March	April	May	June	July	August	September	October	TOTAL
	March	April	May	June	July	August	September	October	TOTAL
2022			\$608.87	\$1,092.60	\$1,446.65				\$3,148.12
2021	\$930.00	\$564.00	\$432.00	\$1,438.00	\$3,221.00	\$698.00	\$350.00	\$256.00	\$7,889.00
2020	\$574.00	\$0.00	\$0.00	\$566.00	\$823.00	\$903.00	\$285.00	\$256.00	\$3,407.00
2019	\$400.00	\$155.00	\$501.00	\$1,053.00	\$1,611.00	\$1,423.00	\$519.00	\$260.00	\$5,922.00
2018	\$526.00	\$233.00	\$184.00	\$696.00	\$878.00	\$673.00	\$222.00	\$111.00	\$3,523.00
	March	April	May	June	July	August	September	October	TOTAL
2022			\$714.14	\$653.45	\$491.25				\$1,858.84
2021	\$541.00	\$818.00	\$781.00	\$1,135.00	\$1,732.00	\$671.00	\$711.00		\$6,389.00
2020	\$235.00	\$0.00	\$0.00	\$139.00	\$0.00	\$0.00	\$0.00	\$0.00	\$374.00
2019	\$34.00	\$26.00	\$314.00	\$188.00	\$568.00	\$358.00	\$185.00		\$1,673.00
2018					\$672.00	\$373.00	\$119.00		\$1,164.00