CHEQUESSETT YACHT & COUNTRY CLUB

COMMONWEALTH OF MASSACHUSETTS

Request for Proposal

Public Notice is hereby, Janaury 16, 2023

RFP-FOOD AND BEVERAGE CONCESSIONAIRE TENANT

This proposal is being sought by the Chequessett Yacht & Country Club, Inc. dba "The Chequessett Club," (hereinafter referred to as "Chequessett Club"), 680 Chequessett Neck Road, Wellfleet, MA 02667 in order to identify individuals and/or businesses qualified to operate and manage the Food and Beverage Operation for the Chequessett Club as defined in the Concessionaire Tenant Agreement. This RFP is designed for those interested in creating a contractual relationship to operate a privately owned food and beverage operation at the Chequessett Club. The selected concessionaire will be required to operate the facility according to the terms and conditions as outlined in the Chequessett Club's Concessionaire Tenant Agreement.

The Chequessett Club will enter into a (1) year seasonal agreement granting the successful Proposer the contract to operate the Food and Beverage Operation at the Club with a club-retained option to renew seasonal terms. The agreement is expected to commence on April 1, 2023 and terminate December 31, 2023.

To submit, please drop-off or mail your proposal with "RFP – Food & Beverage Concession" written on the front, to Chequessett Club, PO Box 779, Wellfleet, MA 02667, or email to gm@chequessettclub.com by Close of business on January 27, 2023. Any verbal inquiries may be made to Barry McLaughlin, General Manager, (508) 349-3704, ext. 5 or at gm@chequessettclub.com.

A walk-through of the facility is highly recommended. To schedule an appointment, please contact Barry McLaughlin at 508-349-3704, ext. 5

All proposals must come from an established business entity with the ability to obtain liability & liquor insurance and seasonal liquor license from the State of Massachusetts.

Barry K. McLaughlin General Manager | Chequessett Club (508) 349-3704, ext. 5

gm@chequessettclub.com

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Overview Summary on General Information/Requirements

Walk-through is highly recommended. To request an appointment please call Barry McLaughlin at 508-349-3704, Ext. 5

Description of Service Operation

The Course's food and beverage operation is a stand-alone operation at the Chequessett Club. Located inside the Clubhouse, the operation includes:

- Inside Bar and dining room (Brickery)
- Outdoor patio areas facing Cape Cod Bay
- Outside bar and back deck facing hole #9/#18 Green
- Kitchen on first floor with dry storage area, along with outside storage shed
- Beach Club (food service only) located at the Club's waterfront access
- Pro shop refrigerator

In addition, food and beverage may be serviced on the golf course at the Concessionaire's discretion. The Golf Course is open, weather permitted, 365 days a year. The Club is seasonal (April through October) with offerings including: golf, tennis, pickleball, social activities, sailing, waterfront, various tournaments and beach club. The Golf Course averages close to 15,000 rounds of golf each year. All facilities are open to the public on a limited basis, except the restaurant areas which are not restricted. The incoming Concessionaire will be expected to provide food and beverage services during the enlisted golf course operating hours 7-days a week during the season to members and the general public. These services should include breakfast, lunch, beverage (soft and alcoholic), snack and dinner related items. The Concessionaire shall be the only person or company permitted to operate a food and beverage service at the Chequessett Club, with the limited exceptions as detailed more fully below. Alcoholic beverages may be serviced in accordance with MA State liquor law and only after receiving a license. The selected Concessionaire must apply for and be granted a liquor license by the Wellfleet Select Board.

- The indoor restaurant (concession) seating capacity is 75, Patio capacity 30 and Back Deck 40-75, Beach Club Capacity 24+
- Maximum of 3 occupants in the kitchen area

Requirements (set forth in more detail below):

- Minimum of 4 years' experience in food and/or restaurant management
- Submission of Menus and Merchandise Price List
- Business Plan
- Acquire a Massachusetts Liquor License and liquor liability insurance
- General Insurance Requirement (Liability and Worker's Compensation)
- Signage Requirements
- Employee certified as Food Service Manager (ServSafe Certfied)

Concessionaire Responsibilities (set forth in more detail below):

- Tenant security deposit
- Payment of propane gas utilities & grease removal
- Maintenance of Structures and Cleaning of Concession Areas
- General repairs and service on kitchen equipment
- Payment of Concession Fees/Rent to be agreed upon by parties
- Brand Name of Food and Beverage Concession
- Staff and Restaurant Attire
- Hours of Operation
- Private Function

Exclusion

The Concessionaire Tenant Agreement excludes food and beverage service specific to weddings booked by Owner, as well as beverage sales served at the Boathouse. Concessionaire shall be considered a preferred and/or recommended vendor for food services for weddings and special events following the Effective Date, however this is not to be construed as an exclusive arrangement as the final catering decisions for wedding events shall be made by each wedding event holder/client. The Owner will maintain exclusive control of non-alcoholic and alcoholic beverages sales at the Boathouse, Beach Club and at all events, inclusive of weddings, at the beachfront throughout each term. Concessionaire shall have the right of first refusal to provide food and beverage service at any events planned by the Chequessett Club on the Premises. In the event that the Concessionaire declines such service request and the function booked by the Owner require use of the club house kitchen, the Owner shall notify the Concessionaire and the Owner or ServSafe Certified representative, would for the duration of such use, oversee the use of the club house kitchen, including, but not limited to, the proper and appropriate use of kitchen equipment and food safety practices. The Owner will ensure that the club house kitchen is returned in the same manner it was received.

I. GENERAL CONDITIONS

1. Financial Ability and Prior Concession Experience:

The Chequessett Club shall require from any person or entity submitting a proposal hereon a statement showing its financial ability and experience in the performance of Food and Beverage Concession Services, similar to those specified in the proposal summary. Satisfaction with the financial ability and prior concession experience of each prospective Concessionaire shall be an expressed condition of the award of the contract contemplated hereby.

The successful Concessionaire should have a minimum of Four (4) years' experience in food and/or restaurant management.

2. Employee Compliance:

It is recommended that background checks are performed for all employees of the successful Concessionaire and copies of the same to be kept on file. The cost for the background checks will be the responsibility of the Concessionaire. Each employee working with the food service operation will need ServSafe certification. Each employee serving alcohol will need TIP training certification.

3. Form of Proposal:

Each proposal submitted by a prospective Concessionaire shall give the full business address signed by an authorized representative. Proposals by partnerships shall furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative. The following must be signed in the legal name of the corporation, followed by the name of the State in which incorporated, and must contain the signature and designation of the President, Secretary or other person authorized to bind the corporation in the matter. If requested by the Owner, satisfactory evidence of the authority of the officer signing the proposal shall be furnished to Chequessett Club. All proposals must prominently depict, and expressly set forth, the monthly concession fees to be paid by the prospective Concessionaire to the Chequessett Club in accordance with the provisions of the Food and Beverage Concession Services.

4. Submission of Proposal:

Each proposal should be mailed, emailed or hand-delivered. Mailing address, Chequessett Club, PO Box 779, Wellfleet, MA 02667; Email: gm@chequessettclub.com. Club address for hand-delivery, 680 Chequessett Neck Road, Wellfleet, MA 02667

5. Award of Contract:

The Chequessett Club will award a contract to the entity that best meets the general conditions and requirements as set forth herein.

6. Prohibition of Discrimination on the Basis of Disability:

Discrimination on the basis of disability in contracting for the purchase of equipment and services is prohibited. The successful Concessionaire shall be required to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA). Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101). The successful Concessionaire further agrees that the provisions of Title II of the ADA are made a part of the Contract and the Concessionaires are required to comply, documents attached.

7. Compliance with Labor Statutes and Rules:

The successful Concessionaire shall agree to comply with all the laws of the Commonwealth of Massachusetts regarding labor and compensation with all labor statutes, regulations, and ordinances applicable and having the force of the law. In Matters of non-discrimination, the successful Concessionaire shall agree that:

- (A) In hiring of persons for the performance of work under this Contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services be acquired under this Contract, no Concessionaire, nor any person acting on behalf of such Concessionaire shall, by reason or race, creed, color, national origin, or ancestry, or sexual orientation, discriminate against any person who is qualified and available to perform the work to which the employment relates.
- (B) No Concessionaire, nor any person on its behalf shall in any manner discriminate against or intimidate any employee engaged in the performance of work under this Contract or any subcontract hereunder, or engaged in "procurement, manufacture, assembling or furnishing of any such Contract on account of race, creed, color, national origin, ancestry or sexual orientation.
- (C) There may be deducted from the amount payable to the Concessionaire by the contracting public under this Contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provision of the Contract.
- (D) The successful Concessionaires shall agree to comply with all State statutes, rules and regulations dealing with minimum wage rates and failure to do so will result in the successful Concessionaire's forfeiture of the contract or other penalties imposed by law.
- (E) The successful Concessionaire shall instruct its personnel to follow all safety regulations of the Occupational Safety and Health Administration (OSHA) and officials of the Commonwealth of Massachusetts Department of Labor and Industry. The successful Concessionaire is forewarned that the regulatory agencies could impose a work stoppage if their representatives inspect the Contract work and discover that safety precautions mandated by agencies have been violated.

8. Conditions of the Site:

Each Concessionaire, by and through the submission of its proposal, represents that it has appraised itself of all conditions and the kind, quality and quantity of work to be performed. Consistency of operations during the work period as per the Summary and General Information Requirements is expected.

II. TECHNICAL SPECIFICATIONS

GOLF COURSE INFORMATION AND REQUIREMENTS

The Chequessett Club Golf Course averages close to 15,000 rounds of golf each year. The Golf Course is open, weather permitting, 365 days a year. The other facilities are open seasonally, April through October, and include tennis, pickle ball, social activities, sailing, waterfront and beach club. The Food and Beverage Concession has a seating capacity of: indoor restaurant (concession) seating capacity is 75, Patio capacity 30 and Back Deck 40-75, Beach Club Capacity 24+

1. Prior Operating Experience

The successful Concessionaire must demonstrate prior experience in operating and managing a food service operation and shall provide three (3) trade references at the time of submitting the proposal.

2. Menu and Merchandise Price List Guide

Any and all suggested menus should be submitted with proposal. It is understood that menus may be adjusted based on Holiday, customer preference and market demands. Breakfast, Lunch, Appetizer and light fare dinner menus should be submitted, as well as any "take out" special event and off-site catering menus. A specialty drink menu should also be provided.

3. Business Plan

- a. Please describe your customer service philosophy
- b. Give a brief description of your creative ideas to provide first-rate Food and Beverage Operation.

What will draw patrons to your services? What will keep them coming back? What will be your specialty? How does the historic location of Chequessett Club fit into your mission?

- c. Provide a staffing plan
- d. Provide a statement regarding your interest and ability to provide catering for large golf outings, tournaments and functions
- e. Provide a plan for food and beverage options on the physical golf course and/or at "the turn."
- f. How will you monitor customer satisfaction?
- g. How will you anticipate promoting and marketing the facility?

4. Performance Security

The successful Concessionaire will be required to present a security deposit by Certified Check made payable to the Chequessett Club.

5. Utilities

The successful Concessionaire shall be solely responsible for payment of all propane gas utilities and grease collection service relating to the operation of the Food and Beverage Concession locations. The Chequessett Club will supply all other utilities under the contract.

6. Service of Alcoholic Beverages

The successful Concessionaire shall obtain, at its sole cost and expense, a Massachusetts Liquor License, for the sale of alcoholic beverages at the Chequessett Club during the term of the Contract, and shall provide proof of the liquor liability issuance of such permit within thirty (30) days of the award of the contract by the Chequessett Club. The Liquor License aforesaid must be surrendered to the appropriate issuing authority upon termination of the Contract. Alcoholic beverages may be sold only in licensed areas as designated in the License regulations. Under no circumstances shall the Municipal Liquor License Permit be deemed assignable to any third party. The successful Concessionaire shall obtain liquor insurance covering all liability arising out of but not limited to the service or selling of liquor. Said policy shall be in the minimum amount of \$1,000,000 per person, \$1,000,000 per accident and \$2,000,000 aggregate and shall name the Chequessett Yacht & Country Club as an additional named insured. Said policies shall be submitted to the General Manager prior to taking occupancy.

7. Pest Control

The Chequessett Club shall arrange for a pest control contract in the Food and Beverage Concession areas at its own expense.

8. Concession Closure for Repair Services

The Chequessett Club reserves the right to temporarily close the entire facility including the Food and Beverage Concession area to perform repairs in the off-season. Two weeks prior written notification will be given to the successful Concessionaire unless emergency repairs are needed. The successful Concessionaire shall be entitled to any adjustment or abatement of the monthly concession fee payable to the Chequessett Club on account of any temporary closure.

9. Maintenance of Structures and Fixtures

The Chequessett Club shall be responsible for the maintenance of the outside structures of the building including the electrical, air conditioning and heating units. The Concessionaire will be responsible for furnishings like tables and chairs provided by the Chequessett Club for use by the Concessionaire. Replacement of furnishings will be of similar or like type and current replacement cost.

10. Maintenance and Cleaning of the Concession Areas

The successful Concessionaire shall be responsible for the interior of the Food and Beverage Concession buildings and Food and Beverage Concession areas, including the kitchen, Brickery/bar, patio, back deck and outside bar. The successful Concessionaire shall make no renovations to any of the Food and Beverage Concession areas without first obtaining written authorization to undertake the same from the Chequessett Club, General Manager.

- Garbage cans are to be emptied nightly at the close of business by the successful Concessionaire. All garbage cans inside the Food and Beverage Concession areas must be emptied by the successful Concessionaire nightly. Garbage may not be stockpiled and must be deposited in the appropriate dumpster.
- Floors are to be cleaned daily with a broom, as well as, a wet mop. Tables and chairs must be moved to clean and not mopped around.
- Windows are to be cleaned weekly.
- Walls need to be kept clean, as well as, the ceiling.
- The Kitchen is to be kept clear of clutter, clean and grease changed regularly.
- The outside area behind the kitchen is to be kept clean. No old kitchen equipment or other materials are permitted to be stockpiled.
- At the end of business day once the restaurant is closed, the Concessionaire shall lock those areas of the facility that are under the contract, as well as turn off all the lights and reduce the thermostats to appropriate settings.

11. Storage Areas

All items are to be stored in areas marked and stacked in an orderly fashion, no more than five feet high. No flammable or combustible materials shall be stored on the premises.

The successful Concessionaire is not permitted on the roof of the facility except during an emergency or maintenance of equipment.

12. Access to Concession Area

The Chequessett Club representative (General Manager) may pass through and/or inspect the Concession Areas and its entirety at any time without prior notification to the successful Concessionaire.

13. Approval for Holiday Decorations and Signage Required

Holiday decorations; banners; posters; electrical extensions; light fixtures; signs or items shall not be placed on

the exterior or interior of the building without prior written request and written approval by the General Manager. Once approved, time limits will be placed on each request.

14. Included Kitchen Supplies; Concessionaire Obligations

The Chequessett Club will supply kitchen equipment as per the attached list, (Appendix I). The successful Concessionaire shall be responsible for Concessionaire owned equipment. The successful Concessionaire shall provide an annual inventory list of tenant owned/leased items. The Chequessett Club is responsible of all repairs and/or replacement of equipment listed (Appendix I) and owned by the Chequessett Club. Notification of such repairs shall be informed immediately. Any loss of products while equipment is down shall be the responsibility of the successful Concessionaire. If Chequessett Club owned equipment cannot be repaired, it will be determined whether the replacement of said equipment or have the Lessee to acquire the replacement of equipment by means of purchase or lease is required.

15. Vending Machines/Electronic Amusements Prohibited

Neither amusement games nor vending machines of any kind shall be permitted on the premises.

16. Interference with Golf Course Operations Prohibited

It is understood and agreed by the parties that the <u>primary function</u> of the successful Concessionaire is to provide consistent food and beverage services to the customers and users of the Chequessett Club.

Any and all private parties/functions, which may be organized by the successful Concessionaire, is <u>secondary</u> to its obligation to provide regular food and beverage services to patrons and members of the Club. No such private parties or functions shall be held or scheduled in such a manner as to impede the Chequessett Club patrons to unfettered access to food and beverage services during normal hours of operation. The successful Concessionaire shall not be involved in any way with other operations and shall not be entitled any Club privileges unless approved by the General Manager. To that extent, it is expressly understood and agreed by the successful Concessionaire that the General Manager or designated representative of the Chequessett Club are the only authorized persons who may arrange for scheduling and/or holding golf course tournaments/outings/events and collect compensation for same.

17. Term of Contract, Minimum Price Proposal, Schedule of Payment of Concession Fees

The length of the contract is for one (1) year. The Chequessett Club may also include extended services no more than One (1) year extension. Contract shall be awarded and extended no more than a total of two (2) consecutive years. Any price change included as part of an extension shall be based upon the price of the original contract.

18. Schedule of Payment of Concession Fees

Installment payments of Concession Fees for the initial term and all extensions thereof are due in advance on the fifteenth (15th) of each month consecutively commencing April 15, 2023. The Concession Fee shall be paid at the office located at the Clubhouse.

19. Name of Food and Beverage Concessions

The name of the Food and Beverage Concession to be operated by the successful Concessionaire at all times during the term of the contract shall be designated by the successful Concessionaire. Throughout the term of the contract, the successful Concessionaire shall use the designation, "Doing Business As", (d/b/a) in association with the above name with respect to any and all applications, accounts or ledgers maintained or to be maintained by the successful Concessionaire in regards to the operation of the Food and Beverage Concession Services. The successful Concessionaire shall at no time represent that they are an agent of the Chequessett Club in connection of the making of any application for any purpose exception to the issuance of a Liquor License

referred to in Paragraph Item No. 5 hereof or on the maintenance of any accounts whatsoever.

20. Atmosphere and Attire of Restaurant and Staff

The successful Concessionaire shall provide an atmosphere suitable and appropriate to the Chequessett Club, which includes, but is not limited to, appropriate attire for its staff including name tags. The successful Concessionaire shall require its staff to be uniformed or dressed in a standardized manner. The successful Concessionaire shall have the sole financial responsibility for providing said uniforms.

Staff conduct attitude and mannerism shall be in a professional manner. The Food and Beverage Concession Management and staff are not employed by the Chequessett Club; however, they do represent Chequessett Club. This representation must uphold the highest customer service standards possible.

If any management or staff members of the Food and Beverage Concessions are deemed to be in violation of this section by the General Manager will advise the Concessionaire in writing to correct the issue.

21. Hours of Operation

The Food and Beverage Concession is to be opened each day at the same time, based on the negotiated schedule. The season of operation is April through October, but additional months of service can be negotiated. Consistent operating hours for the following service operations include breakfast, lunch and lite fare/appetizers throughout the day. Daily hours of operation are Breakfast 7:00am until 10:00am, Lunch, afternoon fare and beach club 11:00am until 7:00pm, unless modified by mutual agreement of Owner and Concessionaire.

22. Private Functions

- A written private function schedule shall be submitted to the Concessionaire by the General Manager. Each month there will be a review of upcoming events. Such schedule shall include the identity of the person or group holding the function and purpose thereof, the function start and end time and the estimated number of people attending the function, which total attendance shall not exceed two-thirds of Food and Beverage Concession capacity or an alternate location will be considered.
- Closing the entire Food and Beverage Concession to the Members and users of the facility in favor of the conduct of private parties shall not be permitted unless mutually agreed upon by the Concessionaire and General Manager.
- The Clubhouse Patio shall remain open to the Members at all times.

23. Parking for Employees

The parking for employees is limited to the back of the east parking lot and at an alternate location identified by the General Manager.

24. General Insurance Requirement

The successful Concessionaire shall pay for the following required insurance and provide a Certificate of Insurance to be submitted at the time the contract agreement is signed indicating the following coverages:

A. Liability

The successful Concessionaire shall be required to carry liability insurance to cover its operations and injuries to persons or property within the Food and Beverage Concession Stands and/or any unsafe conditions created by an employee, servant or agent of the successful Concessionaire. Such policies shall have a total limit of liability of Two Million Dollars, (\$2,000,000.00). The policy shall name the Chequessett Yacht & Country Club, its agents and employees as additional insureds.

B. Worker's Compensation

The successful Concessionaire shall provide evidence that it maintains a policy of Worker's Compensation Insurance in accordance with the requirements of Massachusetts Law.

25. Grounds for Termination During Contract Term

- Violation of any town, State of Federal Law, and any ABCC rules and regulations or bid/contract regulation shall be grounds for termination, in the sole discretion of the General Manager.
- The Chequessett Club reserves the right to terminate this contract upon Thirty (30) days written notice to the successful Concessionaire, upon demonstration that the successful Concessionaire has violated any term of the within contract. Habitual (2 or more consecutive months) late or non-payment of Concession Fees shall be deemed and construed by the parties to be cause for the termination of the contract upon thirty (30) days written notice from the Chequessett Club to the successful Concessionaire.

26. Action in Anticipation of Scheduled Termination

- A preliminary walk through of the Food and Beverage Concession areas will take place One (1) month prior of the termination of contract. If items are in need of repair, they shall be repaired by Concessionaire. Failure to make any repairs will result for the Chequessett Club to retain the security.
- A final walk through of the Food and Beverage Concession areas will take place on the last day of the contract to ensure compliance with the Chequessett Club Standards and Requirements.
- Provided no damage to the facility exists at the expiration of the contract, the retained security will be returned to the Concessionaire.
- The Concessionaire has ten (10) days at the expiration of the contract to remove their property. Any items left after the ten (10) days will become property of the Chequessett Club.
- The Concessionaire has five (5) days to clean the facility at the expiration of the contract. Once cleaned, the Concessionaire and the Chequessett Club General Manager representative will review the Food and Beverage Concession Areas. Once it has passed the inspection, the representative will return the security deposit. If the facility is not cleaned properly, the Chequessett Club will use the security to have the Food and Beverage Concession Areas professionally cleaned.

EXHIBIT A AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the	of	, (hereafter "owner") do hereby agree that the provisions of
Title 11 of the Americans With D	isabilities Act of 199	0 (the "Act") (42 <u>U.S.C</u> . S121 01 et seq.), which prohibits discrimination
on the basis of disability by pul	olic entities in all se	rvices, programs, and activities provided or made available by public
entities, and the rules and regul	ations promulgated	pursuant there unto, are made a part of this contract. In providing any
aid, benefit, or service on behal	f of the owner pursu	uant to this contract, the contractor agrees that the performance shall
be in strict compliance with the	Act. In the event the	nat the contractor, its agents, servants, employees, or subcontractors
violate or are alleged to have v	iolated the Act duri	ng the performance of this contract, the contractor shall defend the
owner in any action or admin	istrative proceeding	g commenced pursuant to this Act. The contractor shall indemnify,
protect, and save harmless the	owner, its agents,	servants, and employees from and against any and all suits, claims,
losses, demands, or damages, o	of whatever kind or	nature arising out of or claimed to arise out of the alleged violation.
The contractor shall, at its own	expense, appear, d	lefend, and pay any and all charges for legal services and any and all
costs and other expenses arisin	g from such action	or administrative proceeding or incurred in connection therewith. In
any and all complaints brough	t pursuant to the o	wner's grievance procedure, the contractor agrees to abide by any
decision of the owner which is r	endered pursuant to	o said grievance procedure. If any action or administrative proceeding
results in an award of damages	against the owner, c	or if the owner incurs any expense to cure a violation of the ADA which
has been brought pursuant to	its grievance proce	dure, the contractor shall satisfy and discharge the same at its own
expense.		

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

STATEMENT OF OWNERSHIP DISCLOSURE

This statement shall be completed, certified to, and included with proposal submissions.

Name of Organization:	_
Organization Address:	
Part I Check the box that represents the type of	business organization:
Sole Proprietorship (skip Parts II and III, e	execute certification in Part IV) \Box
Non-Profit Corporation (skip Parts II and	III, execute certification in Part IV)
For-Profit Corporation (any type)	Limited Liability Company (LLC)
Partnership	nership (LP) Limited Liability Partnership
(LLP) Other (be specific):	
of its stock, of any class, or of all individual therein, of of all members in the limited lia case may be. (COMPLETE THE LIST BOR No one stockholder in the corporation own in the partnership owns a 10 percent or great	in 10 percent or more of its stock, of any class, or no individual partner eater interest therein, or no member in the limited liability company in, as the case may be. (SKIP TO PART IV)
Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

<u>Part III</u> DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the proposer; that the Chequessett Club is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Chequessett Club to notify the Chequessett Club in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Chequessett Club to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Title:	
Signature:	Date:	

STATEMENT OF OWNERSHIP Page 1 of 2

Part A – Check the Yes or No boxes for questions #1 and #2 as appropriate

Name of Proposer Organization:		Yes	No	
1. Are there any individuals, corporations or partnerships, or other business entities that own a 10% or 1. greater interest in the proposer?				
2. Is the proposer incorporated as a not-for-profit organization?				
If the answer to question #1 is NO or the answer to question #2 is YES, execute the certification in Part D. No other information is required. All others continue with Part B				

Part B: Disclose the identifying information related to all individuals, partnerships and/or corporations owning a 10% or greater interest in the bidder/proposer. Use the reverse side if more space is needed. If the owner of 10% or more is:

- An individual, insert only the person's name under Name of Individual and their home address.
- Any other entity, insert the entity's name and business address. For any parent entity that is publicly traded, "interest" includes beneficial interest; see also Part C.

If any 10% or more owner, including if the bidder has a direct or indirect parent entity at any level of ownership who owns more than 10%, that owner must also be listed.

Questions concerning ownership disclosure should be considered by the bidder's legal advisors and review of the statute and its related case law. Use Page 2 if additional space is needed. When complete, execute the Certification in Part D.

Name of Individual or Business Entity	Home (for individuals) or Business Address

Part C: Publicly Traded Parent Company Disclosure. Ownership disclosure (name and address) can be met by submitting the last annual filing of an SEC or similar foreign regulator document or providing the website link to such documents, and include relevant page numbers. Continue on Page 2 if more space is needed.

Title of Attached Document or Weblink	Page #

Page # Part D: Certification. I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the proposer; that the Chequessett Club is relying on the information contained herein and

that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Chequessett Club to notify the Chequessett Club in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with, and permitting the Chequessett Club to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Title:	
Signature:	Date:	

STATEMENT OF OWNERSHIP Continuation from Page 1 Page 2 of 2

Part B Continued – If necessary, continue entering the identifying information related to the individuals, partnerships and/or any form of corporation owning a 10% or greater interest in the bidder/proposer. If the owner of 10% or more is:

- An individual, insert only the person's name under Name of Individual and their home address.
- Any other entity, insert the entity's name and business address. For any parent entity that is publicly traded, "interest" includes beneficial interest; see also Part C.

If any 10% or more owner, including if the bidder has a direct or indirect parent entity at any level of ownership who owns more than 10%, that owner must also be listed. When done, execute the Certification in Part D on Page 1.

Name of Individual	Home or Business Name	

Part C Continued: Publicly Traded Parent Company Disclosure. If necessary, continue entering here if compliance is being met by document submission or provide the website link to the documents, and including the relevant page numbers. When done, execute the Certification in Part D on Page 1.

(APPENDIX I) KITCHEN EQUIPMENT INVENTORY

APPENDIX I

Chequessett Yacht & Country Club

Major Kitchen Inventory



2022 - Range, 60", 4 Burners, 36" Griddle, Gas Floor Fryer, Pitco Model 40D



Commercial Microwave

Hand washing sink



2022- Atosa Sandwich station 60-1/5"W x 30"dx44-3"H

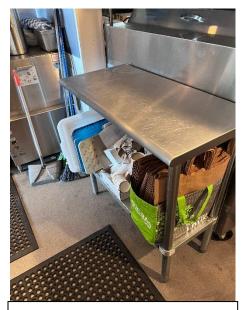


2022 - Dukers Sandwich Station

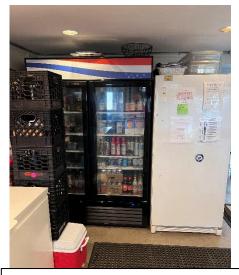
Model DSP-48



Steel Prep Table



Steel Prep Table



2021 – Atosa Refrigerator Merchandiser Mod # MCF8723GR 53-3/8x31-1/2x81

Freezer Full size



2022-Dishwasher American Dish Model ET-AF-3-PH

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