



## Terms and Conditions

Bidders shall familiarize themselves with all provisions of the specifications and shall not at any time after submitting bid, dispute any of the specifications or assert that there was any misunderstanding in regard to the furnishing and delivering of the items called for in the proposal.

The Town of Greenwich reserves the right to issue addenda as needed on bids/proposals.

The Town of Greenwich reserves the right to reject any and all bids not deemed to be in the best interest of the Town of Greenwich, or to accept that bid which appears to be in the best interest of the Town of Greenwich. The Town of Greenwich reserves the right to waive any informalities in or reject any or all bids, or any part of any bid.

References to a particular trade name or manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the Town of Greenwich. They should not be construed as, nor are they intended to exclude proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract will be required to furnish the particular item referred to in the specification or description unless a departure or substitution is clearly noted and described in the proposal.

Respondents shall provide one proposal and bidders one bid price for each specified required line item with no more than one total lump sum bid, unless allowed to do otherwise by the solicitation. Respondents shall provide no more than one bid reply unless allowed by the solicitation. Bidders shall not include in their prices any Federal or State taxes from which the Town of Greenwich is exempt.

The successful bidder/s shall indemnify the Town of Greenwich against all losses, claims, actions and judgments brought or recovered against the contractor or the Town of Greenwich.

No proposal shall be received from, or contract awarded to, any person, firm or corporation who is in default or in debt to the Town of Greenwich for non-performance of any contract, or who is a defaulter as surety or otherwise from any obligation to the Town of Greenwich.

Bids must be signed in ink by the vendor. No bids shall be made in pencil. Any bids showing any erasures or alterations must be initialed by the bidder in ink. Failure to sign and give all information requested in the proposal may result in the bid being rejected.

Quantities as listed on the bid sheets are estimated for bidding purposes only. Award of contract shall be for the quantities actually ordered as needed during the contract period. However, the Town of Greenwich reserves the right to increase or decrease the quantities by 10%.

Unit prices quoted shall be net exclusive of all taxes, and must include all transportation, delivery and unloading costs; fully prepaid F.O.B. destination in place inside delivery. Debris, if any, removed.

The Town of Greenwich reserves the right to make awards on an item by item, total or lump sum basis. Where an award is made on an item by item basis, the unit price prevails. The Town reserves the right to make award in best interest of its own operation. All awards are contingent upon certification by the Town Comptroller that funds are available in appropriate accounts.

It is understood that prices shall hold firm and prevail for the actual quantities required or ordered as needed during the life of the contract whether more or less than estimated quantities. Unit prices shall not be subject to any increase during the life of the contract.

All deliveries are to be made within the time period specified in the bid proposal upon receipt of written purchase order or authorized verbal requests except as may be otherwise arranged by Supplier and Purchaser. Receipt of contract is not authority to ship. Emergency deliveries are to be made within twenty-four (24) hours from receipt of a telephone request from the Director of Purchasing and Supply. All deliveries are to be made on business weekdays between the hours of 9:00 A.M. and 4:00 P.M. except as may be otherwise arranged by the Supplier and Purchaser.

In the event deliveries are not made as specified to a Town delivery point, the Director of Purchasing and Supply shall reserve the right to purchase any such bid item on the open market and to charge any increase in price paid over the current contract price to the account of the vendor.

All bids will be awarded or rejected within sixty (60) days of bid opening date or for the stated period of validity, if different. Therefore, bidder agrees that prices will remain firm for acceptance for that period.

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor, however, will take affirmative action to insure that minority group members are employed and are not discriminated against during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or worker's representative of the contractors' commitments under this specification and under rules, regulations and orders promulgated by the State.

"Affirmative Action" means procedures which establish hiring and employment goals, timetables, and practices to be implemented, with good faith efforts, for minority group members.

"Minority Group Members" as identified in EEO-4 reports shall mean Black, Hispanic, Asian or Pacific Islanders, American Indian, and Alaskan Natives.

The contractor or subcontractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

## **TOWN OF GREENWICH**

**REQUEST FOR PROPOSAL # 6952 DEADLINE: 3/5/13 AT 3:00 P.M..**

### **BYRAM BEACH CONCESSION**

#### **Section I. Outline of the Proposal Requirements**

This document constitutes a Request for Proposal (RFP), via competitive sealed proposals, from qualified individuals and organizations to perform the scope of work set forth in this RFP and in the attached sample draft license agreement (**Exhibit C**).

The respondent shall provide a proposal, in accordance with all terms and conditions of this RFP, to provide all labor, equipment, supplies and business expertise necessary to successfully operate the Byram Beach Concession.

#### **Section II. Brief description of the Town and the Concession**

The Town of Greenwich is a municipality located in the southwestern corner of Fairfield County. Greenwich is the nearest Connecticut town to New York City and is located on the mainline of the Metro North Railroad. The Town is served by the Connecticut Turnpike (Interstate Route 95), the Merritt Parkway (Route 15) and the U.S. Route 1.

The Byram Beach Concession is located in Byram Park, Ritch Avenue, Greenwich, Connecticut.

#### **Section III. Scope of Work / General Requirements**

The concessionaire will be responsible to provide all necessary equipment, supplies, and staff to successfully operate the concession during the term of the license agreement.

The concessionaire shall comply with all of the Health Department requirements for operating a concession and shall obtain and pay for all of the necessary licenses. This entails meeting all of the State and local food service regulations and passing inspection.

The concessionaire must possess a valid State of Connecticut Food Operators Certificate.

The concessionaire must have a minimum of three (3) years recent experience operating a successful food concession or a similar business such as a delicatessen, luncheonette, or diner.

The concessionaire must ensure that the concession is always staffed with experienced, dedicated personnel. All employees who work at this concession must have a minimum of two (2) years of recent experience working in concessions or in similar business such as delicatessens, luncheonettes, or diners.

The concessionaire will be required to meet with Marine and Facility Operations Management on an as needed basis as determined by the Town during operation of the concession to discuss events, issues and performance.

The scope of work and general requirements that will apply are detailed in the attached license agreement (**Exhibit C**). The respondent shall read the agreement before submitting the proposal. The concessionaire shall comply with all of the terms, conditions and requirements set forth in the license agreements.

#### **Section IV. RFP Processes, Terms and Conditions**

In addition to the Town's standard terms and conditions the following shall also apply:

##### **Delivery of Proposal**

The Town of Greenwich is seeking proposals from concessionaires who, in the Town's opinion, can meet the scope of work. The Town of Greenwich shall be the final judge as to the acceptability of any proposal made and reserves the right to accept or reject any or all proposals.

The respondent shall deliver one (1) original and three (3) copies of the proposal before the deadline to the Purchasing Department.

Proposals are to be sealed and clearly marked on the outside with **Town of Greenwich RFP No. 6952**. Proposals **must be received by Tuesday, March 5, 2013 at 3:00 P.M. in the Purchasing Department on the first floor in Town Hall to be considered**. Whether the proposal is brought in or sent by mail or commercial express service, the respondent shall be responsible for delivery of the proposal to the **Town of Greenwich Purchasing Department** by the due date and deadline. Proposals received after the deadline will not be considered. All proposals become the property of the Town.

##### **Issuing Authority**

Mr. James Giarraputo Latham, CPPB, Senior Buyer has been designated to be responsible for the conduct of this procurement. Any inquiries or requests regarding this procurement must be submitted in writing to Mr. Latham to the address below by **12:00 p.m. on Friday, February 22, 2013**.

Town of Greenwich  
Purchasing Department  
101 Field Point Road  
Greenwich, CT 06830

Fax: (203) 622-7776  
Email: [jlatham@greenwichct.org](mailto:jlatham@greenwichct.org)

##### **Issuance of Addenda**

The Town of Greenwich reserves the right to amend this solicitation by addenda. Addenda will be posted to the Town's website ([www.greenwichct.org/bids](http://www.greenwichct.org/bids)) up to 48 hours in advance of the bid/proposal's due date and time. **It is the bidder's responsibility to check the Town's website for addenda**. If in the Town's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addenda can change specifications, reply sheets, and times and dates for prebid meetings as well as due dates/deadlines for questions and bids/proposals. **No notification of addenda issuance will be made other than on the Town's website.**

## **Pre-Proposal Conference**

There will be a Pre-Proposal Conference on **Wednesday, February 13, 2013 at 10:00 a.m.** in the **Gisborne Conference Room, 1<sup>st</sup> floor, Town Hall, 101 Field Point Road, Greenwich, CT** to provide prospective respondents the opportunity to discuss the requirements of this RFP.

## **Respondents to Investigate**

Respondents must satisfy themselves by personal examination of the site of the work and by such other means as they may wish, as to the actual conditions there existing, the character and requirements of the work, and the difficulties attendant upon its execution, and the accuracy of all estimate quantities, if any, stated in the proposal.

## **Duration of Proposal**

A proposal will remain in effect for a period of sixty (60) calendar days from the deadline for submission of the proposal or until it is formally withdrawn, a contract is executed or this RFP is canceled, whichever occurs first.

## **Withdrawal of Proposal Prior To Deadline**

A respondent wishing to withdraw a proposal prior to the deadline may do so by preparing a formal written request on company letterhead. The person who signs the letter must be the same person who signs the reply sheets. The Town will verify that the signature on the letter matches the signature on the reply sheets.

The Town will also verify the request to withdraw the proposal by calling the respondent at the telephone number supplied on the reply sheets.

After the Town is satisfied that a request to withdraw a proposal before the established deadline is valid, the proposal will be returned to the respondent. The respondent may then withdraw completely from the RFP process, or may modify the proposal and resubmit it before the deadline.

## **Withdrawal of Proposals After The Deadline**

After the proposal deadline has passed, the submitted proposals become the property of the Town and are valid offers to be honored by the respondent for 180 days or longer, as specified in the Request for Proposal.

Respondents who do not honor their proposals for the specified period, shall be declared irresponsible bidders.

If bid security is required and a respondent does not honor his/her bid for the specified time, the bid check shall become the property of the Town; or if a bid bond was furnished, the bid bond shall become payable to the Town.

## **Packaging**

Each proposal must be sealed to provide confidentiality of the information prior to the submission date and time. The Town will not be responsible for premature opening of proposals not properly labeled.

## **Acceptance of Request for Proposal Content**

Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations. The Town retains the option of canceling the award if the concessionaire fails to accept such obligations. The Town and the concessionaire shall enter into a written contract for the work to be done. It is expressly understood that this RFP and the respondent's proposal shall be attached and included by reference in the contract signed by the Town and the concessionaire.

## **Proposal Costs**

The respondent shall be responsible for all costs incurred in the development and submission of this proposal. The Town assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by a respondent, the evaluation of an accepted proposal, or the selection of finalists. The Town shall not be contractually bound until the Town and the concessionaire have executed a written contract for performance of the work.

## **Presentations**

Respondents may be asked to present their proposals to the Town representatives. The costs of such presentations shall be borne solely by the respondents.

## **Reservation of Rights**

The Town of Greenwich reserves the right to reject any and all proposals not deemed to be in the best interest of the Town, or to accept that proposal which appears to be in the best interest of the Town. The Town reserves the right to waive any and all formalities or reject any or all proposals or any part of any proposal.

## **State, Local and Federal Laws**

Vendor shall acknowledge and agree that, should it be awarded the Contract, it shall be solely responsible for strict compliance with all federal, state and local statutes, laws, codes, rules, regulations and ordinances, and for the procurement and maintenance of all necessary licenses and permits relating to Vendor's performance of services.

## **Applicable Law**

The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive forum shall be the State of Connecticut and the exclusive venue for such litigation shall be the Judicial District for Stamford/Norwalk at Stamford.

## **Laws and Ordinances**

The concessionaire shall comply with all applicable laws, regulations, orders and ordinances. The concessionaire shall also obtain all necessary licenses and permits and keep necessary records as required.

## **SECTION V. CONTRACTUAL REQUIREMENTS AND CONDITIONS**

### **Insurance Requirements**

The **awarded** vendor will be required to provide insurance coverage as specified on the Insurance Requirements Sheet, **Exhibit A**, of this RFB. The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned to this office. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field.

**A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory.** This letter shall be addressed to the Towns' Director of Purchasing and **must follow exactly the format of the letter attached as Exhibit B.** It must be signed by the same individual authorized representative who signed the Acord form. **Both the certificate of insurance and the letter must be signed with original ink "wet" signatures.** If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional agent/broker letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

The vendor should submit with the proposal the signed, original "**Insurance Procedure**" form, **page 15**, which states that the vendor agrees to provide the specified insurance coverage for this proposal at no additional charge above any insurance charge declared in the bid.

## **Indemnification**

The contractor/concessionaire shall indemnify and save harmless the Town and its officers, agents, servants and employees, from and against any and all claims demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease, death or other damages sustained by any person or persons injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault or contractual default of the contractor/concessionaire, its officers, agents, servants or employees, any of its subcontractors, the Town, any of its respective officers, agents, servants, or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the contractor/concessionaire shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the contractor/concessionaire shall not be required to indemnify the Town, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants or employees, other than supervisory acts or omissions of the Town, its officers, agents, servants, or employees, in connection with the work called for in the Contract.

## **Confidentiality**

All data and information gathered by the respondent and its subcontractors shall be treated by the respondent and its subcontractors as confidential.

## **Contract Format**

A sample of the Contract License Agreement format (**Exhibit C**) is included for reference. This format will be used for any contract resulting from this RFP.

## **Contract Term**

The initial term of the license agreement will be two (2) years. There will be three (3) option years that may be engaged on an annual basis upon the mutual consent of both parties. The respondent will indicate on the Reply Sheets the proposed percentage increase of the license fees for the option years. However, the Town reserves the right to negotiate the actual amounts of future license fees.

## SECTION VI. PROPOSAL FORMAT

### Questionnaire and RFP Form Requirements

At the very beginning of respondent's proposal, the respondent is expected to include a letter of transmittal signed by an individual authorized to bind respondent's company.

The following questions and RFP forms requirements are designed to solicit information critical to the Town's evaluation of the respondent's capabilities. The responses in this section will be an important/critical component in the evaluation. In responding, respondent should repeat each question, followed by the answer and/or form. Answers should be concise, but complete. Forms, where required, must be included. *The respondent is expected to respond specifically to each question in this section. Failure to respond to all applicable questions or failure to submit the required forms may result in rejection of the proposal.*

1. The respondent shall state the respondent's full name and home office address. The respondent shall describe respondent's organizational structure (e.g., publicly held corporation, private non-profit, partnership, etc.) If it is incorporated, respondent shall indicate the state in which it is incorporated and the date of incorporation or founding date. The respondent shall list the name and occupation of those individuals serving on the organization's Board of Directors, and list the name of any entity or person owning 10% or more of the organization.
2. The respondent shall list the name, title, mailing address, telephone number, facsimile number, and e-mail address (if available) of the contact person for this proposal.
3. The respondent shall include with the proposal a photocopy of his/her State of Connecticut Food Operators Certificate.
4. The respondent shall provide a summary of the experience that the respondent's company has successfully operated and managed delis, luncheonettes, diners and/or concessions as the owner/operator, or Lessee.
5. The respondent shall provide a summary of the work history of the key employee who will manage and work at the concessions. The respondent will include the employee's addresses, phone numbers and the total number of years experience he/she has working at concessions or similar business such as delicatessen, luncheonettes, or diners.
6. The respondent shall provide a complete sample menu for each of the concessions including all food and drink items and all pricing. Portion size for all drinks and food items shall be specified.
7. The respondent shall provide a minimum of two (2) innovative ideas on how to best satisfy the needs and expectations of the customers of the Byram Concession.
8. The respondent shall list and highlight the key features that distinguish the respondent's services from the respondent's competitors. The respondent shall indicate what the respondent perceives as the respondent's competitive advantages.
9. The respondent shall provide details on how the concession will be properly staffed and managed to provide excellent service for the customers.

10. The respondent shall describe any significant government action or litigation taken or pending against respondent's company or any entities of respondent's company during the most recent five (5) years.
11. The respondent shall describe any professional or ethical conflicts that may interfere with handling this contract.
12. The respondent shall sign and include in the proposal the Insurance Procedure Form, on page 15.
13. For each proposed subcontractor performing under this contract, the respondent shall identify the subcontractor's company name, address, phone number, responsible individual and a description of the work the subcontractor will be asked to perform. The Town of Greenwich reserves the right to approve/deny the use of particular subcontractors.
14. The respondent shall include in the proposal the names, addresses and phone numbers of two relevant business references not from the Town of Greenwich.
15. The respondent shall review the License Agreement, **Exhibit C**. If the respondent is taking any exceptions to language in the Agreements, the respondent shall note language exceptions in the Exceptions Section on the Reply Sheet. Exceptions that cannot be reconciled will lead to disqualification.
16. The respondent shall complete and include all of the Reply Sheets in respondent's proposal.

## SECTION VII. EVALUATION CRITERIA

Proposals that do not meet the minimum annual license fee dollar amount will be rejected.

The criteria used in evaluating responsive proposals from qualified respondents will include the following:

<b>CRITERIA</b>	<b>POTENTIAL POINTS</b>
Proposed annual license fee.	1 point for each \$500 over the minimum bid of \$2000.00
Experience of the respondent's company successfully operating and managing delis, luncheonettes, diners and/or concessions <u>as the owner/operator, or Lessee.</u>	1 point for each full year of experience
Overall quality and content of the proposal	Up to 10 points as determined by the evaluator
Overall satisfaction with the proposed supervisory staff that will work on a daily basis at the concession	Up to 10 points as determined by the evaluator
Key competitive advantages that distinguish the respondent's services from other concessionaires.	Up to 5 points as determined by the evaluator

In addition to the criteria listed above, exceptions raised by the respondents will be factored into the evaluation. The financial strength of the finalist(s), results of reference checks including a visit to one of the respondent's current operations may also be considered. The Town may also elect to interview one (1) or more of the finalists and the results of those interviews would be factored into selecting the concessionaire.

Proposals will be evaluated by the following individuals:

- Superintendent of Marine and Facility Operations
- Operations Manager for Marine Facilities
- Superintendent of Building Construction and Maintenance

**TOWN OF GREENWICH**

**REQUEST FOR PROPOSAL # 6952    DEADLINE: 3/5/13 AT 3:00 P.M..**

**BYRAM BEACH CONCESSION**

**REPLY SHEET (Page 1 of 5)**

**BYRAM BEACH CONCESSION LICENSE FEE**

The respondent shall indicate below the total **annual license fee amount** to be paid to the Town for operating the Byram Beach Concession during the initial two (2) year term of the agreement.

**Byram Beach Concession Annual License Fee Amount:**

\$ \_\_\_\_\_ per year for year 1 and 2.

The minimum acceptable annual license fee for the Byram Beach Concession shall be \$2,000.00 per year. Proposals that do not meet this minimum acceptable annual license fee dollar amount will be rejected.

**LICENSE FEE FOR OPTION YEARS**

This license agreement will have three option years that may be engaged upon the mutual consent of both parties on an annual basis. The respondent shall indicate below the proposed annual license fee for each of the three potential option years.

**Option Years:**

Year One:    \$ \_\_\_\_\_ Per Year

Year Two:    \$ \_\_\_\_\_ Per Year

Year Three:  \$ \_\_\_\_\_ Per Year

**Respondent's Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_



**TOWN OF GREENWICH**

**REQUEST FOR PROPOSAL # 6952    DEADLINE: 3/5/13 AT 3:00 P.M..**

**BYRAM BEACH CONCESSION**

**REPLY SHEET (Page3 of 5)**

**STATEMENT OF PROPOSING COMPANY'S QUALIFICATIONS**

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

Address \_\_\_\_\_

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

When organized \_\_\_\_\_

State of incorporation \_\_\_\_\_

How many years has company been engaged in business related to this proposal under the present company's name: \_\_\_\_\_

Contracts now in hand (gross amount) \_\_\_\_\_

Company officers \_\_\_\_\_

Has respondent ever defaulted on a contract or failed to complete a contract within the specified time?

Yes     No

If so, please explain: \_\_\_\_\_

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

Address \_\_\_\_\_

Print Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Telephone # \_\_\_\_\_

Fax # \_\_\_\_\_

Taxpayer Identification # \_\_\_\_\_

**TOWN OF GREENWICH**

**REQUEST FOR PROPOSAL # 6952    DEADLINE: 3/5/13 AT 3:00 P.M..**

**BYRAM BEACH CONCESSION**

**REPLY SHEET (Page 4 of 5)**

**Non-collusion Language**

In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town, is directly or indirectly interested in said bid/proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.

**Compliance with Ethics Code**

In submitting this bid, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of Greenwich employee or officer to violate the Greenwich Code of Ethics in connection with its offer to provide goods or services under, or otherwise in the performance of, such contract.

The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the bid/proposal. If found to be false, the Town of Greenwich retains the right to reject said bid/proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

**RESPONDENT INFORMATION:**

**RESPONDENT NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE #** \_\_\_\_\_ **FAX #** \_\_\_\_\_

**E-MAIL ADDRESS** \_\_\_\_\_

**WEB SITE** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**PRINT NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**STATE OF CT TAXPAYER ID #** \_\_\_\_\_

**FEDERAL TAXPAYER ID #** \_\_\_\_\_

**INCORPORATED IN THE STATE OF** \_\_\_\_\_ **Corporate Seal**  **Yes**  **No**

**TOWN OF GREENWICH**

**REQUEST FOR PROPOSAL # 6952    DEADLINE: 3/5/13 AT 3:00 P.M..**

**BYRAM BEACH CONCESSION**

**REPLY SHEET (Page 5 of 5)**

The Greenwich Code of Ethics can be found at [www.greenwichct.org](http://www.greenwichct.org). Relevant provisions of the Code of Ethics state as follows:

2. **DEFINITION.** (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the town and the interest of any person or his immediate family in any corporation, firm or partnership which has a direct or indirect interest in any transaction with the town. (2) Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the town. (3) Town officer shall mean and include any official, employee, agent, consultant or member, elected or appointed, of any board, department, commission, committee, legislative body or other agency of the town. (4) Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies or services by any person, directly or indirectly, as vendor, prime contractor, subcontractor or otherwise, for the use and benefit of the town for a valuable consideration, excepting the services of any person as a town officer.
  
3. **GIFTS AND FAVORS.** No town officer or his immediate family shall accept any valuable gift, thing, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.
  
4. **IMPROPER INFLUENCE.** No town officer having a substantial financial interest in any transaction with the town or in any action to be taken by the town shall use his office to exert his influence or to vote on such transaction or action.

**By signing below, the undersigned declares that he/she has read the non-collusion language contained herein and agrees to abide by its contents:**

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**PRINT NAME** \_\_\_\_\_

**COMPANY NAME** \_\_\_\_\_

**TOWN OF GREENWICH**  
**INSURANCE PROCEDURE**

**PLEASE NOTE:**

**RETURN THIS COMPLETED FORM WITH YOUR BID/PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR BID/PROPOSAL BEING REJECTED.**

Please take the insurance requirements of the Contract to your agent/broker immediately upon receipt of the bid documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in this Request for Bid/Proposal. Any bids/proposals which contain exceptions to the insurance requirements may be considered nonresponsive and may be rejected.

**STATEMENT OF VENDOR:**

**I have read the insurance requirements for this work and have taken the documentation to my insurance agent/broker. The bid/proposal cost reflects any additional costs relating to insurance requirements for this work.**

**If I am awarded this contract, I or my insurance agent shall submit all of the required insurance documentation to the Town of Greenwich Purchasing Department within ten (10) days after the date of the award of the contract.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

# Insurance Requirement Sheet

EXHIBIT A

**Insurance Requirements:** Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

- A. **General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:**
- 1. **Commercial General Liability.**
  - 2. **Town as additional insured.**
  - 3. **Owners and Contractors Protective Liability (separate policy in the name of the Town).**
- B. **Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.**
- C. **Excess Liability, with minimum coverage of \$2,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.**
- D. **Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.**
- E. **Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.**
- F. **Other (Builder's Risk, etc.): \_\_\_\_\_.**
- G. **CERTIFICATE HOLDER: TOWN OF GREENWICH  
ATTN: PURCHASING DEPT. (Also fill in on ACORD Certificate of Insurance)  
101 Field Point Road, Greenwich, CT 06830.**

The Acord certificate of insurance form must be executed by your insurance agent/broker and returned to this office. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory. This letter must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form, both of which must be signed with original ink "wet" signatures. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional agent/broker letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

**AGENT/BROKER  
(LETTERHEAD)**

**(Date)**

Town of Greenwich  
Joan T. Sullivan, Director of Purchasing  
101 Field Point Road  
Greenwich, CT 06830

Re: **(Name of the Insured)**  
Town of Greenwich Contract No. XXXX

Dear Mrs. Sullivan:

The undersigned hereby certifies as follows:

- (1) I am a duly licensed insurance agent under the laws of the State of **[insert state]** and an authorized representative of all companies affording coverage under the Acord form submitted herewith;
- (2) The Town of Greenwich has been endorsed as an additional insured under general liability policy no. **[insert policy number]**, issued by **[insert company affording coverage]** to **[name of insured]**;
- (3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;
- (4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- (5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

**(Signature)**

Type Name  
Authorized Representative for all companies listed in the Acord form

**BYRAM PARK BEACH & POOL  
REFRESHMENT CONCESSION**

**LICENSE AGREEMENT #XXX**

THIS AGREEMENT, executed this XXX day of XXX in the year XX (herein referred to as the AGREEMENT), by and between the Town of Greenwich, Connecticut, "OWNER", acting through its First Selectman hereunto duly authorized, and XXXXXX, "CONTRACTOR", acting through XXXXX, its Managing Member, hereunto duly authorized.

WITNESSETH, that the parties to these presents, each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, have undertaken, promised, and agreed and do hereby undertake, promise and agree, the Owner for itself, its successors and assigns, and the Contractor for himself and his heirs, executors, administrators, successors and assigns, as follows:

**1. DEFINITIONS:**

Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meanings:

The word "OWNER" shall mean the Town of Greenwich and shall include its authorized representatives.

The word "CONTRACTOR" shall mean the person or organization identified as such in this Agreement and shall include his authorized representative.

The words "CONTRACTING OFFICER or AGENCY" shall mean the official of the Town who awards the contract, executes the Agreement and is the Owner's authorized representative.

The Information for Bidders, the Contractor's Proposal (noted as Exhibit B, attached) as accepted by the Owner, the Contract Conditions and Specifications, and the general, technical and materials Specifications, the Drawing, and all addenda and amendments to any of the foregoing, collectively constitute the Contract Documents, and are sometimes herein referred to as the "CONTRACT".

**2. DESCRIPTION OF WORK:**

a. Hours of Operation. Byram Park Beach will be open under supervision starting on Memorial Day through Labor Day, during which time continuous operation of the refreshment stand shall be daily between the hours of 10:00 A.M. and the closing of the beach, exception being made for organized athletic field activities to 10:00 P.M., and periods of very inclement weather or other causes beyond the control of the Contractor. Operating the concession for the month of May and the month of September are optional to the Contractor.

b. Prices. Prices of all merchandise shall not exceed approximate prices for similar food items prevailing in the Town of Greenwich. Schedules of all prices to be charged, specifying brand names on all packaged items, and portion sizes, shall be submitted for approval to the Director of Parks and Recreation prior to commencing operation, and any proposed changes in prices, or addition of items to the schedule will be submitted for similar approval. Price lists shall be displayed to the public in conspicuous places in the refreshment areas at all times.

c. Inspection. The Town of Greenwich reserves the right to make unannounced periodic inspections including premises, food and food packaging.

It shall be the sole responsibility of the Contractor to obtain the required license of the Greenwich Health Department prior to opening of the concession(s).

d. Concession. The Town, for the consideration and upon the terms set forth grants to the Contractor the exclusive license to provide and sell refreshments, food, beverages and goods at the location designated.

e. Service by Contractor. The Contractor shall operate and provide all equipment and facilities for the operating of the refreshment stand and shall at all times provide proper, adequate and standard quality refreshments and service in a manner satisfactory to the Director of Parks and Recreation and in accordance with all regulations and orders now in effect or hereafter made by the Director of Parks and Recreation and/or Greenwich Health Department. The Director of Parks and Recreation must approve the use of vending machines outside of the concession structure. Vending machines are not included in this agreement. Vending machines will be provided by the Board of Education for the Services of the Blind. Coca Cola is the authorized subcontractor for BESB.

f. Supply of Articles as Represented. All merchandise sold at this concession shall be kept on hand in sufficient quantity to satisfy the demands of the patrons at all times, and the Contractor warrants that all articles sold or offered for sale will be as represented both as to kind and quality.

g. Sanitary Conditions. The Contractor shall at all times maintain the premises included in this concession in a perfectly clean and sanitary condition, and shall cleanse, fumigate, disinfect and deodorize the premises whenever directed by the Board of Selectmen, Director of Parks and Recreation and/or Greenwich Health Department. This agreement therefore includes custodial maintenance for the entire concession facility.

h. Uniforms. All attendants or employees of the Contractor shall wear clean and appropriate clothing, approved by the Town, all uniforms to be furnished by and at the expense of the Contractor.

i. Advertising, Etc. A designated representative of the Parks and Recreation Department must approve any advertising regarding the Contractor's business. Posters or Flyers regarding local events displayed on the tenant's premises are expected to be judiciously placed and

to fall within the realms of general "good taste".

j. Illegal Use. The Contractor shall not use or permit the use of the premises, or any part thereof, for any purpose in violation of any Federal, State or Municipal law, ordinance, rule, order or regulation, and will protect, indemnify and forever save and keep harmless the Town of Greenwich, the Board of Selectmen and their agents, servants, and employees from and against any loss, cost, damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred by reason of any such violation by any person.

k. Permits. The Contractor shall procure at its own cost and expense all permits and licenses for the legal operation of this concession.

l. License Not Assignable. This license and privilege is personal to the Contractor and shall not be assigned in whole or in part, nor shall any other person be permitted to use or occupy any part of the building or space included thereby without the prior written consent of the Town. It is expressly understood and agreed that this license and privilege is not a lease; and further that the Contractor shall at no time operate this concession under such license and privilege directly or indirectly, as agent for the Town.

m. Supervision of Concession. The Contractor shall provide adult supervision at the concession on a full time basis, during all periods of operation.

n. Conditions of Premises. The Contractor agrees that he has fully inspected the premises and existing Town owned equipment included in this contract and accepts the same "as is". The Contractor shall keep the premises in good repair and return them to the Town in as good condition as when received, reasonable wear, tear and damage by the elements accepted and shall maintain all Town owned equipment in good working condition, at his own expense. All repairs, improvements, alterations, installations and construction in, to or upon said premises shall be subject to the prior approval of and shall be satisfactory to the Town, and the same shall be and remain the sole and exclusive property of the Town.

o. Utilities. The Town shall furnish electric and water utility service to the premises. The Contractor shall pay for propane gas.

p. Tubes and Rafts. Inflatable tubes, rafts, mattresses or any other object which can be utilized for buoyancy, excluding life vests and jackets approved by the U.S. Coast Guard, are prohibited at all Town beaches and will not be approved for sale by concessionaires. All other items sold shall conform to beach ordinances of the Town of Greenwich.

q. Glass, Metal and Plastic Containers. The Contractor shall agree that no food or drink will be served in glass or breakable material.

It shall be Contractor's sole responsibility to place in sealed plastic bags for pick-up by Town trucks on a daily basis all trash, refuse and garbage generated by the operation of this concession. **It shall be the Contractor's sole responsibility for proper disposal of all waste cooking oil.**

3. **PAYMENT AND PERIOD:**

Base Contract period is Memorial Day 2013 through Labor Day 2013. The years 2014, 2015, and 2016 are option years.

The Contract period per annum shall be as follows:

- A. Base Period Memorial Day to Labor Day, inclusive, for the sum of XXXX per year.
- B. Payment Schedule: May 1<sup>st</sup>, 100%.
- C. May 1, 2014 to October 31, 2016 are option years and may be engaged upon the mutual agreement of the Contractor and the Town of Greenwich on an annual basis.

4. **INSURANCE:**

Insurance requirements, noted "Exhibit A", as attached.

5. **DAMAGE BY FIRE.**

If the building or structure upon the premises included in this contract is damaged by fire or any other cause whatsoever, so as to prevent the operation of the concession to the satisfaction of the Town, then the Town at its option may on notice in writing to the Contractor cancel and terminate this contract as hereinafter provided. If, however, such building or structure be damaged, in any way whatsoever by reason of any act or omission of the Contractor or its agents, servants or employees, then the contract shall continue in full force and effect, and the Contractor shall repair at its own cost and expense the building or structure so damaged. Upon the failure of the Contractor to make such repairs, the Town may repair such damage at the cost and expense of the Contractor.

6. **TERMINATION.**

Upon termination of this contract by the Town, prior to the time of its expiration at the end of any season, the Town shall be under no obligation to refund to the Contractor any sums paid by the Contractor to the Town, but the Contractor shall pay to the Town an amount which, in addition to other sums paid during such season by the Contractor to the Town shall equal that proportionate part of the annual contract price as the period during which the concession was operated bears to the total season.

7. **TOWN OWNED EQUIPMENT.**

The Contractor agrees that he shall maintain the following Town owned equipment in good working condition at his own expense.

Sink Units  
Grease trap (clean and degrease)

The Contractor shall high pressure steam clean and chemically degrease the kitchen exhaust system to meet and comply with NFPA code #96-8-3 annually and provide the Town with documentation of the above.

**The Town will maintain and certify all fire suppression systems.**

**8. REMOVAL OF EQUIPMENT.**

The Contractor shall remove all of his equipment and personal property from said premises as follows:

- (a) Immediately, if this contract or any renewal thereof shall be terminated prior to its expiration at the end of any season.

**9. COMPLIANCE WITH LAWS.**

The Contractor shall keep himself fully informed of all federal, state and local laws, ordinances, rules and regulations affecting those engaged or employed on the Work, the materials and equipment used in the work or the conduct of the Work, and all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, if any, Specifications or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall report the same to the Town in writing. The Contractor shall at all times observe and comply with, and cause all his agents, servants, employees and subcontractors to observe and comply with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements, and he shall protect, indemnify and save harmless the Town, its officers, agents, servant and employees, from and against any and all claims, demands, suits proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, including attorneys' fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order decree or other requirement, whether committed by the Contractor or any of his agents, servants, employees or subcontractors.

**10. INDEMNITY.**

The Contractor shall indemnify and save harmless the Town and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, the Owner or any of his respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits

and proceedings; and provided that the Contractor

shall not be required to indemnify the Owner, his officers, agents, servants or employees, against any such damages occasioned solely by acts or omissions of the Owner other than supervisory acts or omissions of the Owner in connection with the Work.

**11. CLAIMS FOR DAMAGES.**

If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is the earlier file with the Contracting Officer a written, itemized statement of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required his claim for damages shall be deemed waived, invalid and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Contracting Officer shall file with the appropriate department of the Town, one copy of the statement, and shall file with the Town and the Contractor his determination thereon.

The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination or decision of the Town or its agents, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the provisions of this paragraph.

**12. ABANDONMENT OF THE WORK OR OTHER DEFAULT.**

If the Work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Town, or the Contract or any monies payable hereunder shall be assigned otherwise than as herein specified, or if any time the Contracting Officer shall be of the opinion, and shall so certify in writing, that the conditions herein specified are not being complied with, or that the Work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provision of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Town may notify the Contractor in writing, with a copy of such notice mailed to the surety, to discontinue all Work or any part thereof; thereupon the Contractor shall discontinue such work or such part thereof as the Town may designate; and the Town may, upon giving such notice, by Contract or otherwise as it may determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the Work. The Town shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the Town any losses, damages, costs and expenses, including attorney' fees, sustained or incurred by the Town by reason of any of the foregoing causes. For the purpose of such completion the Town may for itself or for any Contractors employed by the Town take possession of and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at

the site of the Work.

All cost, expenses, losses, damages, attorneys' fees, and any and all other charges incurred by the Town under this subsection shall be charged against the Contractor. In computing the amounts chargeable to the Contractor, the Town shall not be held to a basis of the lowest prices for which the completion of the Work or any part, thereof might have been accomplished, but all sums actually paid or obligated therefore to effect its prompt completion shall be charged to and against the account of the Contractor.

**13. LIABILITY OF TOWN.**

No person, firm or corporation, other than the Contractor, who signed this Contract, shall have any interest herein or rights hereunder. No claim shall be made or be valid either against the Town or any agent of the Town and neither the Town nor any agent of the Town shall be liable for or be held to pay any money except as herein provided.

**14. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.**

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

**15. EMPLOY COMPETENT PEOPLE.**

The Contractor shall employ only competent employees on the Work and shall not employ persons or means which may cause strikes, work stoppages and/or disturbances by workmen employed by the Contractor, any subcontractor, the Town, the Contracting Officer or any other contractor. Whenever the Contracting Officer notifies the Contractor in writing that in his opinion any employee on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory or not employed in accordance with the provisions of the Contract, such person shall be discharged from the Work and shall not again be employed on it, except with the written consent of the Contracting Officer.

**16. INSPECTION OF PREMISES.**

Premises inspections can and will be made by the Department of Health, Building Maintenance, and Marine & Facilities Operations on a periodic basis. This will be done to see that premises not only meet health code requirements, but that the operation is run in a businesslike fashion as stipulated throughout this contract, and that Contractor is maintaining Town owned property in good repair. Frequent infractions or abuses will be dealt with in an appropriate fashion.

IN WITNESS WHEREOF, the parties of this AGREEMENT have hereunto set their hand and seals the day first above written.

WITNESS

TOWN OF GREENWICH, CONNECTICUT

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Peter J. Tesei, First Selectman

CONTRACTOR:

WITNESS

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

STATE OF CONNECTICUT        )  
  ) ss: Greenwich  
COUNTY OF FAIRFIELD        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ by Peter J. Tesei, First Selectman of the TOWN OF GREENWICH, as the duly authorized act of said TOWN.

\_\_\_\_\_  
Notary Public

STATE OF CONNECTICUT        )  
  ) ss: Greenwich  
COUNTY OF FAIRFIELD        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_, as the duly authorized act of said CONTRACTOR.

\_\_\_\_\_  
Notary Public