



EMBASSY OF THE  
UNITED STATES OF AMERICA  
Copenhagen, Denmark

November 13, 2012

To All Prospective Offerors:

Enclosed is an Invitation to Tender for a licensing agreement for the Operation of Restaurant Services at American Embassy Copenhagen. Enclosure 1 consists of the proposed Licensing Agreement, which would be executed between the Embassy and the selected operator. That Agreement consists of the main document, plus four exhibits:

- Exhibit A - Performance Required Under the Licensing Agreement
- Exhibit B - Licensor-Furnished Property
- Exhibit C - Holiday Schedule
- Exhibit D - Expected Food Service

Enclosure 2 contains instructions for tender preparation as well as the methodology to be used by the Embassy in evaluation of tenders and for award of the Licensing Agreement.

Tender Submission and Due Date

All tenders must be submitted to the following address:

**General Services Officer Daniel L. McManus**  
**US Embassy Copenhagen**  
**Dag Hammerskjölds Alle 24**  
**DK-2100 Copenhagen**

**ALL TENDERS MUST BE RECEIVED BY THE AMERICAN EMBASSY NOT LATER THAN DECEMBER 18, 2012 AT 14:00. TENDERS RECEIVED AFTER THIS DATE AND TIME WILL BE REJECTED WITHOUT FURTHER CONSIDERATION.**

Points of Contact

Direct all questions regarding this Invitation for Tenders to the following individual:

Deputy General Services Officer, Lene Minshall, at [Minshallx@state.gov](mailto:Minshallx@state.gov) or +45 3341 7171.

There will be a site visit and a conference that will allow interested parties the opportunity to pose any questions they may have concerning the Invitation for Tenders and to view the site where the services are to be provided. This visit and conference will be held on November 28, 2012 at 13:00-15:00. Please notify the above individual if anyone from your firm wishes to attend. Questions regarding this Invitation for Tender should be submitted in writing at least two days before the scheduled date of the conference and site visit.

Thank you for your interest in this action.

Sincerely,

Daniel L. McManus  
Licensing Officer

**LICENSING AGREEMENT**

**I. GENERAL**

A. Purpose. The purpose of this Agreement is to provide a license to the best offerer to operate a full service restaurant on the premises of the Embassy. For the purposes of this agreement, the American Embassy in Copenhagen is the Licensor and the offerer is the Licensee. The term “parties” means the Licensor and Licensee. No United States Government funds are obligated under this agreement.

B. Description of Restaurant Operation. The Licensee shall establish and operate the food service facilities for the purpose of dispensing food, beverages and such other items as may be authorized by the Licensor under this Agreement. See Exhibit A for specifics on the operation of the food service facilities.

**II. PERIOD OF AGREEMENT**

A. Initial Period of Agreement. This Agreement is effective thirty (30) calendar days after the date of signature by the Licensing Officer and shall end one (1) year later.

B. Subsequent Periods. This Agreement may be extended at the mutual agreement of the parties. Any extension will be formalized by an amendment to the Licensing Agreement, signed by both parties.

**III. SPECIFICS OF RESTAURANT OPERATIONS**

Restaurant Operations, including details of each party’s responsibilities, are set forth in Exhibit A to this Agreement.

**IV. LICENSOR PERSONNEL**

A. Licensing Officer. The Licensing Officer has the overall responsibility for the administration of this Agreement. Only the Licensing Officer is authorized to take actions on behalf of the Licensor to amend, modify or deviate from the Agreement terms and conditions. The Licensing Officer may delegate certain responsibilities to authorized representatives. The Licensing Officer for this Agreement is the General Services Officer (GSO) of the Embassy.

B. Technical Representative. The Licensing Officer may designate a Licensor’s Technical Representative to assist in the administration of certain responsibilities. The Technical Representative shall act as the Licensor’s principal point of contact for day-to-day operations and ensure compliance with License Agreement. If no Licensor’s

Technical Representative is appointed, the responsibilities shall remain with the Licensing Officer.

C. Inspectors. Inspectors may work for the Licensing Officer or the Technical Representative, if one is appointed. Inspectors are authorized to perform day-to-day inspections and monitoring of the Licensee's work. The Licensing Officer or his designee, including the Regional Medical Officer (RMO) will provide health inspection of the facilities. The Facilities Manager (FM) will supervise the maintenance responsibilities of the Licensor in the restaurant area. The General Services Officer will provide inventory control of Licensor-furnished property. The Inspector(s) may inspect and monitor the services provided by the Licensee.

D. Authority to Amend the Agreement. In no instance shall the Technical Representative or Inspectors be authorized to amend the Agreement. Only the Licensing Officer may amend the Agreement.

## V. INSPECTION

A. Responsibilities of the Licensee. The Licensee shall develop and maintain an inspection system intended to ensure quality of service and standards of sanitation and cleanliness. This system shall include written records of inspections made. These records shall be made available to the Licensor upon request.

B. Rights of the Licensor.

(1) The Licensor has the right to inspect the restaurant premises as well as the actual services provided. This inspection may be made at any time, without prior notice. The Licensor shall perform the inspection in a manner that will not unduly delay the work of the Licensee. These inspections may include, but are not limited to, a comprehensive review of the following:

1. Service quality, attentiveness, courtesy, and similar factors
2. Food quality, presentation, merchandising
3. Sanitary practices and conditions
4. Personnel appearance
5. Training program techniques, schedules and records
6. Menu compliance, as indicated in the minimum acceptable menu profile

(2) Premises of the Licensee may be inspected, at no charge to the Licensor. The Licensee shall provide all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) The Licensing Officer, his designee, the Regional Medical Officer (RMO), the Licensor's Technical Representative and/or professional health and food service

inspectors may perform periodic inspections to assure compliance with Agreement requirements and industry standards.

## **VI. TERMINATION**

This Licensing Agreement may be terminated by written notice, issued by the Licensing Officer, when it is in the best interests of the Licensor. This termination may be made for (1) cause, such as failure of the Licensee to comply with the terms and conditions of this Agreement, or (2) convenience of the Licensor. Licensor is not required to give advance notice of termination. Upon termination, Licensee shall remove all of its property from the premises. Licensor shall not be responsible for any loss or damage incurred by the Licensee as the result of termination, including but not limited to losses due to spoilage of inventory, employee claims, personal property losses, and lost profits.

## **VII. TERMS OF AGREEMENT**

Rent, Utilities and Licensor-Furnished Property. The Licensee shall not be liable for payment of any rent or for reimbursement to the Licensor for utilities or use of Licensor-furnished property as a result of services provided under this Agreement. See Section VIII below for potential liability on the part of the Licensee due to damage to property.

## **VIII. SPECIAL LICENSING AGREEMENT PROVISIONS**

A. Security Access to Property. The Licensor reserves the right to deny access to Embassy-owned and operated facilities to any individual. The Licensee will provide names and biographic data on all personnel (including planned back-up personnel) who will be used on this Agreement at least ten (10) days before they begin work to ensure adequate time to grant or deny required clearance.

B. Standards of Conduct. The Licensee shall be responsible for maintaining satisfactory standards of employee attitude, competency, conduct, cleanliness, appearance and integrity. The licensee shall be responsible for taking disciplinary action with respect to employees as may be necessary. Each Licensee employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer and the Embassy. Licensee employees must use politeness and courtesy when dealing with Embassy personnel. The Licensor reserves the right to direct the Licensee to remove an employee for failure to comply with the standards of conduct.

C. Personal Injury, Property Loss or Damage Insurance.

(1) The Licensee, at its own expense, shall maintain insurance against fire, theft, flood, liability, and for employee medical and employment expenses. Insurance should cover

all Licensee-owned and operated equipment in the cafeteria dining area, kitchen, food preparation area, dish washing area and storage spaces.

(2) The Licensee shall provide written evidence that the required insurance has been obtained before beginning work.

D. Indemnification. The Licensor shall not be responsible for personal injuries or for damages to any property of the Licensee, its officers, agents, and employees, or any other person, arising from any incident of the Licensee's performance of this Agreement. The Licensee expressly agrees to indemnify and to save the Licensor, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Licensee's fault or negligence in connection with the performance of work under this Agreement. Further, any negligence or alleged negligence of the Licensor, its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or omission of the Licensor, its officers, agents, servants, or employees is the sole competent and producing cause of such claim, loss, damages, injury, or liability.

E. Protection of American Embassy Buildings, Equipment, and Grounds. The Licensee shall use reasonable care to avoid damage to American Embassy buildings, equipment and grounds. If the Licensee's failure to take adequate care results in damage to any of this property, the Licensee shall repair the damage at no expense to the Licensor, as directed by the Licensing Officer.

F. Licensor-Furnished Property.

(1) The Licensor shall provide the property described in Exhibit B to this Agreement. Delivery of this property is completed when it is made available in the space designated for the Licensee's use in his operation of the restaurant. The Licensee shall acknowledge in writing to the Licensing Officer receipt of the Licensor-owned equipment listed in Exhibit B.

(2) Title to all Licensor-Furnished property shall remain with the Licensor. The Licensee shall use the property only in connection with this Agreement.

(3) The Licensor shall maintain the official property control records of all Licensor-Furnished property.

(4) Upon taking delivery of the Licensor-Furnished property, the Licensee assumes the risk and responsibility for its loss or damage, except--

- (a) For reasonable wear and tear; or
- (b) As otherwise provided in this Agreement.

G. Precedence of English Language Translation. In the event of any inconsistency between the English language translation of this Agreement and any other language translation, the English language translation shall take precedence.

**IX. DISPUTES**

If the Licensing Officer and Licensee fail to reach agreement over any disputed issue resulting from this Licensing Agreement, the sole remedy to both parties shall be referral of the disputed issue to the American Embassy official at one level above the Licensing Officer; if not resolved, the dispute may be elevated to the Deputy Chief of Mission (DCM), whose ruling shall be considered final for both parties.

For:

The United States Embassy  
Licensor

Licensee

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Daniel L. McManus  
Licensing Officer

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**LIST OF EXHIBITS**

- EXHIBIT A: Performance Required under the Licensing Agreement
- EXHIBIT B: Licensor-Furnished Property
- EXHIBIT C: Holiday Schedule
- Exhibit D: Expected Food Service

## EXHIBIT A

### PERFORMANCE REQUIRED UNDER THE LICENSING AGREEMENT

#### I. SCOPE OF WORK.

The Licensee shall establish and operate the food service facilities shown in Section II below, for the purpose of dispensing food, beverages and such other items as may be authorized by the Licensing Officer under this Agreement. This restaurant is to be operated for the benefit of approximately 144 employees of the Embassy Copenhagen and their visitors.

The Licensor shall not be held responsible for any variation in the employee population figure. The extent of occupancy is not guaranteed.

#### II. DESCRIPTION OF FACILITIES

A. Dining Facility. The dining facility is located in the lower level of the building and consists of one main dining area, a representation dining room and a food preparation area. The main dining area is approximately 110 square meters, and the representation dining room is approximately 24 square meters. The food preparation area consists of a kitchen w/counters, shelves, refrigerators, freezers, gas stove, cappuccino/coffee maker, cash register, dishwashing room w/dishwasher, pantry and storage room (see Exhibit B). The food preparation area is approximately 70 square meters.

B. Seating. Seating is available for 85 persons in the main dining area and 15 people in the representation dining room.

C. Performance History. From previous experience the restaurant could reasonably expect to draw in 20-30 customers (on average per day) for lunch. Embassy would expect potential vendors to increase this customer base through incentives and innovative culinary tactics.

#### III. HOURS OF SERVICE

A. Schedule. Service is required Monday through Friday, 08:00-10:00 for breakfast, and 11:30-14:00 for lunch.

The Restaurant will be closed on official Embassy holidays. Holiday schedule is shown in Exhibit C.

B. Schedule Modifications. The Licensor may change the hours and days of operation to be consistent with changes in Embassy policy. Licensee requests to modify

hours or days of service shall be submitted to the Licensing Officer for approval at least five working days before required modifications.

#### **IV. RESPONSIBILITIES OF THE LICENSEE**

A. General. The licensee shall provide food services, obtain licenses and permits and observe all applicable building, health, sanitary, and other regulations and laws. The licensee shall:

- I. Employ sufficient and suitable personnel
- II. Secure and maintain insurance
- III. Maintain records
- IV. Other than major appliances (stove, refrigerators, dishwasher) the licensee shall provide all of the articles of equipment necessary to operate a kitchen (i.e. pots, pans, storage containers, kitchen utensils, and placemats).
- V. Observe other agreement requirement.

Responsibilities of the licensor (Embassy):

- I. The Embassy grants the licensee (for the agreed period) the right to establish, and operate a restaurant in the Embassy.
- II. Maintain and repair building structure in areas assigned for the licensee's use.
- III. Provide all major day to day equipment items, as well as, flatware, china and glassware (except for equipment items solely used for special events)
- IV. All consumable cleaning items.

The Licensee shall pay each and every fee, cost, or other charge incident to or resulting from operations under the Agreement. The Licensee shall exercise reasonable care in the use of space and Licensor-owned equipment. When the Agreement ends, the Licensee will yield such space and equipment in as good condition as when received, except for:

- ordinary wear and tear; and
- damage or destruction beyond the Licensee's control and not due to the Licensee's fault or negligence.

B. Service. The Licensee shall operate and manage the restaurant in the Licensee's name at the Embassy. The Licensee shall remove any soiled dishes, provide clean dishes, and assure that tables and chairs are cleaned before each patron is seated. Dining facilities should leave a favorable impression of the Embassy to guests and employees. Space, facilities, and equipment provided by the Embassy must be consistently maintained in optimum condition and appearance.

C. Menus. The Licensee shall provide a variety of quality-prepared foods and beverages at reasonable prices. The variety and appearance of food in the restaurant

on each operating day shall be consistent with approved food service standards and comparable for American and European business restaurants. The restaurant offerings shall also be consistent with the general description of the food services expected by the Embassy set forth in Exhibit D. The Licensee shall plan and advertise advance weekly menus through various media, in addition to posting of daily menus near the service counter.

D. Equipment and Utensils Provided by the Licensee. Exhibit C provides a detailed list of the current restaurant's inventory. The restaurant shall generally be solely responsible for providing all necessary equipment and utensils necessary for food preparation and serving.

E. Sanitation and Quality.

(1) The Licensee shall serve tasty, appetizing, and quality food, under clean and sanitary conditions.

(2) All foods served shall be wholesome and free from spoilage, free from adulteration and misbranding, and safe for human consumption. Uncooked items, such as fresh fruits, shall be clean and free from blemish. All foods shall when served, be attractive in appearance and correct in temperature and consistency. They shall be crisp, moist, dry, tender, etc., as may be appropriate in each case.

(3) All employees assigned by the Licensee to perform work under this restaurant Agreement shall be physically able to do their assigned work and shall be free from communicable diseases.

(4) Health Exams: The Licensee shall require, at no expense to the Licensor, each employee to obtain a health exam prior to employment, and periodically thereafter in compliance with local laws and regulations. Such exams must comply with all local laws and regulations for professional restaurant workers.

F. Personnel and Supervision.

(1) The Licensee shall employ enough personnel to maintain sanitary conditions and satisfactory service which will ensure prompt and efficient service at all times. All employees shall be sober, conscientious, neat, and courteous. The Licensee shall at all times provide adequate staff of food service employees to perform the varied and essential duties inherent to a successful food service operation.

(2) The Licensee shall require that each employee assigned to work under this Agreement sign, or otherwise acknowledge, a statement that he or she is neither employed by the Licensor/Embassy and is not entitled to any rights nor benefits of the Licensor/Embassy.

(3) Licensee employees must be approved by Embassy security before working under this Agreement. The Licensee shall furnish personal history forms of all employees the Licensee proposes to work under this Agreement. These forms are available from the Embassy.

(4) The Licensee shall employ a full-time manager unless the Licensee is an individual. The manager shall be replaced on 30 days written notice upon request of the Licensing Officer for operational deficiencies determined to be a result of inferior direct manager abilities.

(5) The Licensee's employees shall wear a distinctive item of clothing such as a badge, cap, armband, blouse, or uniform as a means of identification when they are in the building.

(6) The Licensee's employees shall be required to change their clothing in locker rooms (provided by Licensor) and to maintain the room in a neat and clean condition.

(7) Employees of the Licensee shall be fully capable of performing the type of work for which they are employed.

(8) The Licensee shall provide adequately, trained relief personnel to substitute for the regular employees when they are absent so that a high quality operation will be maintained at all times.

(9) The Licensee and its employees shall comply with instructions pertaining to conduct and building regulations in effect for the control of persons in the building.

(10) All articles found by the Licensee, the Licensee's agents or employees, or by patrons and given to the Licensee shall be turned in to the General Services office as lost and found items.

G. Trash Removal. The Licensee shall remove trash from the Restaurant anytime that waste canisters are full or not less than once after every meal; whichever is greater. Any alteration to this provision must be directed in writing by the Licensing Officer.

H. Rodent and Pest Control. The Licensee shall maintain a clean work area free of any clutter, dirt or any material that would attract rodents and vermin.

I. Licensee Performed Repairs. The Licensor will perform the preventive maintenance and repair of the equipment listed in Exhibit B. The Licensee shall submit a work order to the Licensing Officer on the Embassy's standard form for all repair requests.

J. Cleaning and Janitorial Services.

(1) The Licensor shall provide all cleaning supplies and equipment. Supplies are requested through the Licensing Officer on the Embassy's expendable property request form.

(2) The Licensee shall furnish labor and supervision sufficient to maintain the restaurant in a clean, orderly, and sanitary condition at all times. Before beginning work the Licensee shall submit to the Facilities Manager the brand names or manufacturer of any materials proposed for use in connection with the work of this Agreement. The Licensing Officer may reject any material that would be unsuitable for the purpose, or harmful to the surfaces to which it is to be applied.

(3) The licensee shall perform cleaning and janitorial services on a regular schedule and shall meet the highest standards of sanitation common to the food service industry. The Licensee shall use the following cleaning schedule. The Licensing Officer may require increases in this schedule if conditions require more frequent cleaning.

(a) Food and Service Facilities and Dining Halls

(1) Daily and After Each Meal

Furniture: Clean and sanitize after each meal.

Floors: Clean and sanitize after each meal.

Garbage: Remove after each meal.

Food buffet serving area: clean and sanitize after each meal.

Tables: Clean after each meal.

(b) Kitchen

(1) Daily and After each Meal:

Food service preparation area: clean and sanitize after every meal.

Cookers: Clean after each meal.

Small appliances: clean and sanitize after each use.

Pots and Pans: clean and sanitize after each use.

Utensils: Clean and sanitize after each use.

Crockery: Clean and sanitize after each use.

(2) Daily Basis:

Floors: Clean and sanitize as needed

Walls: Clean every second day.

Refrigerator: Clean floors and shelves daily.

Chillers: Clean and sanitize floors daily.

Freezers: Clean and sanitize floors daily.

- (3) Weekly:  
Refrigerator: Sanitize weekly.  
Hoods/Filters: Clean weekly.  
Freezers: Clean and sanitize shelves weekly.
- (4) Monthly:  
Exhaust system for cooker: Check and clean monthly.  
Freezers: Clean and sanitize walls monthly.  
Chillers: Clean and sanitize walls monthly.
- (5) Quarterly:  
Deep clean tiles (strip and wax all resilient tiles as appropriate).
- (6) Semi-annually:  
Perform cleaning of exhaust pipes.  
Clean the tile walls in kitchen and dining areas.  
Clean all fans and ventilators.

(4). Failure to keep any of the facilities in a clean condition may result in the withdrawal of the privilege of using such facilities. In addition, the Licensing Officer may have the facility cleaned by other means and charge the cost of such work to the Licensee.

K. Security areas. The Licensee shall be responsible for the security of all areas under the jurisdiction of the Licensee. Designated employees shall have the responsibility for determining that all equipment has been turned off, windows are closed, lights and fans turned off, and doors locked when the restaurant is closed. The Licensee shall report to the Guard office upon leaving the building. A key shall be available for emergency use only, at Post One.

L. Hazardous conditions. The Licensee shall eliminate unsanitary or hazardous conditions that are dangerous to anyone using the food facility. This shall include any employee, agent or representative to the Licensee, Embassy employee or other patrons of the food service facility for any portion of the facility that is under the jurisdiction of the Licensee.

M. Liability. The Licensor will not be responsible in any way for damage or loss/occasioned by fire, theft, accident, or otherwise to the Licensee's stored supplies, materials or equipment, or the employees' personal belongings. The Licensee shall report any personal injury or physical damage to the building or equipment resulting from fire or other causes to the Licensing Officer immediately.

N. Fire and civil defense drills. The Licensee shall notify the fire department in the event of fire. All of the employees of the Licensee shall be organized and trained to participate in fire and civil defense drills including the reporting of fires. This shall be accomplished with the cooperation of the Licensing Officer and the Regional Security Officer.

O. Billing Procedures: Patrons will pay in Danish Kroner. Embassy representational events will be billed.

P. Inventories:

(1) The Licensee will be asked to sign for the inventory of the Licensor- provided equipment and supplies located behind the counter in the kitchen, as listed in Exhibit B, of this Agreement. The Licensee shall exercise reasonable care in the use of facilities, equipment, and supplies and return the same in good condition when the Agreement ends. The Licensee shall not be liable for normal wear and tear or damage beyond its control. Should the Licensee wish to install or use locked facilities it must obtain Licensing Officer and RSO approval and leave keys with the Post One.

**V. RESPONSIBILITIES OF THE LICENSOR.**

A. Agreement to Operate the Facility. The Licensor agrees to grant to the Licensee for the agreed period the right to establish, manage, and operate a restaurant in the American Embassy in Copenhagen to prepare and sell food, beverages and such other products as the Licensor may authorize.

B. Space for Operations. The Licensor will provide space for operations under the Agreement, as indicated. It will provide adequate ingress and egress, including a reasonable use of existing elevators, corridors, passageways, driveways, and loading platforms. The Licensor will provide space heating, space lighting, ventilation, and the utilities. In addition, the licensor will:

(1) Make such improvements and alterations as it may deem necessary, including improvements and alterations necessary to conform to applicable sanitary requirements.

(2) Maintain and repair building structure in areas assigned for the Licensee's use, including:

- painting and redecoration;
- maintenance of gas, water, steam, sewer, and electrical lines;
- ventilation, electrical lighting fixtures (including relamping);
- floors and floor coverings; and
- walls and ceilings.

The Licensee shall bear the expenses of repairs necessary because of negligence on the part of the Licensee or its employees.

(3) At its own expense, provide, install, and permit the Licensee to use the equipment listed in Exhibit B, and additional equipment of a similar type when required for any expansion approved by the Licensing Officer. The Licensor will replace equipment that it has provided, as it deems necessary. Subject to adequate operation and handling of equipment by the Licensee, the Licensor will replace component parts of, and make repairs to such equipment.

(4) The Licensor shall perform cleaning and janitorial services on a regular schedule for the following areas:

Dining area and representation dining room

Floors: Clean and Sanitize Daily

Walls: Clean and Sanitize as Needed

Windows: Clean and Sanitize as Needed

C. Licensor-owned Equipment. Licensor-furnished equipment is listed in Exhibit B. The Licensor will provide all major equipment items, flatware, china and glassware, along with all consumable cleaning supplies.

**VI. RIGHTS AND AUTHORITY OF THE LICENSOR**

A. Oversight. The Licensing Officer shall oversee the quality of the services provided by the Licensee and the reasonableness of the prices charged. The Licensing Officer may advise the Licensee from time to time of any source of dissatisfaction and request correction.

B. Public Space. The Licensor reserves the right to use dining areas and other public spaces at other than serving periods, for meetings of Licensor employees or other assemblies. After each use, the Licensor will clean and rearrange the space without expense to the Licensee.

**VII. AFTER-HOUR EVENTS**

A. Definition. An After-Hours Event is an event held in the Restaurant outside of the normal working hours of the Embassy, i.e. Monday through Friday, 06:00 am through 06:00 pm.

B. Scheduling. It is the responsibility of the Event Host (a direct hire American Employee or the Head of the Commercial Section) to schedule and coordinate all activities associated with the event. After full coordination with the licensee and the RSO, the Event Host will book the event using the Diplomat Event Request Form

available in the Management Office. All requests are subject to the approval of the Management Officer.

### **VIII. RESTRICTIONS**

A. Equipment. Unless otherwise permitted by the Licensing Officer, the Licensee shall not install equipment other than that specified in this Agreement or remove any Licensor-owned equipment from the premises.

B. Patronage. The facilities and services provided in this Agreement are for the benefit and convenience of Embassy employees. The Licensor may regulate patronage from other sources.

C. Holidays. No work shall be performed on Embassy holidays, except qualified After-Hours Events. Exhibit C provides a listing of scheduled American Embassy holidays & Local Holidays. In addition, the Restaurant may be closed for three weeks in the summer of each year scheduled in advance in coordination with the Licensing Officer.

D. Facilities. The physical facilities within the Embassy shall not be used in connection with operations not included in the Agreement. The Licensee may, however, utilize centralized food preparation and storage sources located elsewhere and bring goods to the Embassy daily. Licensee or its employees is responsible for receiving such goods in person.

E. Deliveries. Licensee or its employees is responsible for receiving all restaurant related deliveries in person at the CAC.

### **IX. DEFINITIONS** The following definitions pertain to this Agreement.

A. American Embassy Copenhagen: American Embassy Copenhagen is interchangeable with "Licensor" and "The Embassy."

B. Licensing Officer: "Licensing Officer" means a person with the authority to enter into, administer, and/or terminate Agreements and make related determination and findings.

C. Licensee: "Licensee" means the individual or company that has entered into an Agreement with the Embassy. "Offer" means a response to a solicitation that, if accepted, would bind the offeror to perform the resultant Agreement.

D. RSO: Regional Security Office of the AMERICAN Embassy.

E. GSO: General Services Office of the AMERICAN Embassy.

F. RMO: Regional Medical Officer.

G. FM: Facilities Manager.

H. Restaurant "Restaurant" means the restaurant operated by the Licensee at the U.S. Embassy, Copenhagen, Denmark, as described in this Agreement.

**EXHIBIT B****LICENSOR-FURNISHED EQUIPMENT/MATERIALS**

The Licensor shall provide the items listed below. These items are essential to allowing the licensee to provide the type and level of restaurant services that the Embassy seeks. Annually, hereafter, during the normal Embassy Inventory cycle, Licensor furnished equipment and materials will be inventoried and documented.

<b>ITEM</b>	<b>QTY 02/07/12</b>
REFRIGERATED SERVING CART	1
REFRIGERATOR, SILVER, ELECTROLUX	1
REFRIGERATOR, SILVER, ELECTROLUX	1
ICE MAKING MACHINE, MANITOWOC	1
REFRIGERATOR, SILVER, ELECTROLUX	1
REFRIGERATOR, SILVER, ELECTROLUX	1
DISHWASHER	1
COFFEE MACHINE, CAFECINO PRO4, SCANOMAT	1
HD 900 GAS STOVE 6 BURNER, STOVE, ZANUSSI	1
FREZER, SILVER, ELECTROLUX	1
ELECTRONIC CASH REGISTER	1
PLATE, LARGE, WHITE	100
PLATE, SMALL, WHITE	100
CUP, COFFEE	100
SAUCER, COFFEE	100
POT, COFFEE	8
POT, TEA	8
SERVER, CREAM	14
GLASS, WATER, TALL	200
SHAKERS, SALT & PEPPER SET	14
TABLE CLOTHES	28

## EXHIBIT C

### HOLIDAYS SCHEDULE

#### Holidays

The Restaurant will generally be closed on the following official holidays observed by the American Mission. Each year the Licensor will provide listing of holidays, including exact dates.

Holiday	Origin
New Year's Day	American
Martin Luther King Day	American
Washington's Birthday	American
Maundy Thursday	Danish
Good Friday	Danish
Easter Monday	Danish
Prayer Day	Danish
Ascension Day	Danish
Memorial Day	American
Whit Monday	Danish
Constitution Day	Danish
Independence Day	American
Labor Day	American
Columbus Day	American
Veterans Day	American
Thanksgiving Day	American
Christmas Eve	Danish
Christmas Day	American/Danish
Second Christmas Day	Danish
New Year's Evening	Danish ½ day

## **EXHIBIT D**

### **EXPECTED FOOD SERVICE**

During the first year of operation, the Licensor recognizes the importance of allowing a new business the opportunity to establish venues (based on experience) that will permit the greatest potential for success. In general, the Licensor expects the following minimum food services to be provided:

#### **A. Breakfast Service (Served between 08:00 am until 10:00 am):**

- To commence within 6 months of signing the agreement, unless by mutual agreement it is determined that a breakfast service would not be profitable.
- Food menu will be based on Licensee's determination of customer volume and food interests.
- Beverage selection of fresh brewed coffee, tea and juice
- Table settings and presentation should be of professional quality
- Uniforms and head covering will be worn by all restaurant employees

#### **B. Lunch Service (Served between 11:30 am until 2:00 pm)**

- To commence within 30 days of signing the agreement
- 1 Salad Dish
- Soup of the Day
- 1 or 2 Main Dishes (one dish may be fish)
- Desert Selection
- Beverage selection of fresh brewed coffee, water, tea, soft drinks, beer and wine
- Table settings and presentation should be of professional quality
- Uniforms and head covering will be worn by all restaurant employees

#### **C. Representational Functions (After-Hours Events):**

- To commence within 30 days of signing the agreement
- Waiter service should be of professional quality
- Table settings and presentation should be of professional quality
- Uniforms and head covering will be worn by all restaurant employees

**D. Special Events:**

- A full range of Danish Christmas luncheons during the month of December

**E. Food Quality**

- Food should be of fine quality.

**F. Prices:**

- Licensee will be permitted to set reasonable prices designed to be competitive with other local vendors
- Half portions (at reduced prices) should be considered

**G. Qualifications of Manager/Chef and other staff:**

- Have at least 5 years experience running a high quality culinary establishment and must be a recognized fellow of the Danish Hotel and Restaurant School. Diplomas must be available upon request.
- Be sensitive to availability of food to meet dietary and religious restrictions.
- Be present on the premises during operational hours to supervise food preparation. In absence of the Manager/Chef, a qualified alternate must be present.
- The Alternate Chef(s) must possess a professional qualification and be able to meet most of the above requirements.
- Remaining restaurant staff must be of professional quality
- Flexibility, tact and natural ability to deal with a busy restaurant environment is required by all staff.

**H. Language Requirements:**

- Licensee employees must be able to communicate in Danish and the English language.

**I. Premises:**

- In addition to all of the requirements set out in Exhibit A, the Licensee shall ensure that the Restaurant has the appearance of a high quality dining establishment.

## ENCLOSURE 2

### TENDER PREPARATION INSTRUCTIONS, EVALUATION OF TENDERS, AND AWARD SELECTION

#### I. INSTRUCTIONS ON TENDER PREPARATION

A. General Information. Submit an original and two copies of the tender, prepared in such format and detail as to enable the Licensor to make a thorough evaluation. The tender package shall be sealed in an envelope and clearly identify company name and manager and address. Identify and explain any deviations, exceptions, or assumptions taken regarding any of the instructions or requirements.

B. Submission Deadline. Submit the complete tender by **December 18, 2012 at 14:00** to:

**General Services Officer Daniel L. McManus  
US Embassy Copenhagen  
Dag Hammerskjölds Alle 24  
DK-2100 Copenhagen**

C. Contents of Tender. The first part of the tender will address general information about the person/firm submitting the tender, including experience and references. The second part of the tender will address the performance requirements. EACH TENDER MUST BE SIGNED BY A PERSON AUTHORIZED TO BIND THE FIRM. ACKNOWLEDGE ANY AMENDMENTS TO THIS INVITATION TO TENDER IN THE FIRST PART OF THE TENDER SO THE EVALUATORS CAN BE CERTAIN THAT THE TENDER REFLECTS ANY CHANGES TO TERMS AND CONDITIONS. Address the following areas in the order shown below:

#### Part I - General Information

(a). Prior Quality of Service and Experience. List all contracts and Licensing Agreements your company has held over the past three years for the same or similar work. Provide customer's name, address, and telephone numbers, dates, and number of personnel providing the services, dollar value and financial arrangements, brief description of the work, and any terminations and the reason for termination.

(b) Financial Capability. Describe your company's financial condition and capability. State what percentage of your company's estimated total business the work under this solicitation would entail during the period of any Agreement. Provide a current financial statement. Describe any assets other than cash, accounts receivable, land, buildings, or equipment carried on existing company balance sheets.

(c) Other General Company Information. Provide copies of recent health inspections.

Part II – Performance Required

(a) Menu cycle and variety.

(1) State the length of your menu cycle and how often it changes throughout the year. Provide the complete menu cycle that you will implement, showing selling prices. Include your policy for featured specials, promotional events, and merchandising practices. Summarize the number of daily items under each food category, such as luncheon entrees, vegetables, salads, desserts, beverages, soups, bread and rolls, breakfast items, sandwiches, specials, grill items, etc. Summarize the total number of different items in each category for the complete menu cycle.

(2) For purposes of putting together offers, the following historical information may be of use.

o Embassy surveys have indicated a preference for quick and light meals and snacks as:

Donuts & pastries	Coffee/Tea Cappuccino	Salad Bars	Hot Dogs
Omelets & Eggs	Toast/Bagels/Croissant	Pancakes	Hamburgers
Mexican Foods	Hot Roast Sandwiches	Chips/Fries	Ice Cream
Asian Foods	Homemade Soups	Fresh Fish	Chili
Grilled Sandwiches	Fried/Roast Chicken	Picnic Foods	Pasta
Mixed Grills	Cookies & Cakes	Quiches	Candies
Indian Foods	Veggie/Meat Pies	Fresh Fruit	Sandwiches

o Consistently the Salad Bar is a primary item wanted in the Restaurant.

(b) Menu portion, prices and standard unit measurement price. State your pricing policies and procedures for establishing portion sizes and prices. Provide a complete menu price and portion book.

(c) Sanitation. Include standards, operating requirements, sanitation training programs, inspection procedures, frequency schedules, and management reports.

(d) Licensee’s Maintenance, Use and Inventory Programs. Discuss use and inventory programs for all equipment and supplies used in performance of the Agreement. A preventative maintenance program shall include repairs, replacement, and other capital rehabilitation work.

D. Additional Procedures

(1) Amendment of Invitation to Tender. If this Invitation to Tender is amended, all terms and conditions not amended remain unchanged.

(2) Media of Tenders. Telegraphic and facsimile tenders are not acceptable. After receipt of tenders, negotiations may be held. Additionally, individuals/companies submitting tenders may be requested to provide an oral presentation or even food/beverage samples.

(3) Timeliness of Tenders. Tenders must be received at the place designated for receipt of tenders, not later than the time and date specified in this Invitation to Tender. No tender received after the due date and time will be considered.

E. Site Visit and Conference. The Embassy will arrange for a site visit and conference on **November 28, 2012 at 13:00-15:00.** Interested parties should register by contacting Deputy General Services Officer Lene Minshall at [Minshallx@state.gov](mailto:Minshallx@state.gov) or +45 3341 7171. At that time, the caller will be advised regarding where they shall meet. The conference is intended to provide interested parties with the opportunity to discuss the requirements of this Invitation to Tender and the site visit will allow interested parties to view the area in which the restaurant operations will take place. Interested parties are urged to submit written questions using the address provided in the cover letter to this Invitation to Tender at least two days before the date of the conference. Interested parties who submit bids will be invited to the Embassy to provide a verbal and/or written presentation of the services they intend to provide.

## **II. EVALUATION OF TENDERS AND SELECTION FOR AWARD**

A. Evaluation. To be acceptable and eligible for evaluation, tenders must be prepared following the instructions in Section I above and must meet all the requirements set forth in the other sections of this Invitation to Tender. All tenders will be evaluated using the information presented as requested above in Section I.C., "Instructions on Tender Preparation - Contents of Tender".

B. Selection for Award. Award selection will be based on the best approach, taking into consideration the desire for quality service at reasonable menu prices, in combination with past service quality and experience. The Embassy may award this Agreement solely on the basis of the evaluation of the initial offers, without any negotiations, request for samples, or oral presentations. Therefore, tenders should be submitted on the most favorable terms possible.