

LICENSING AGREEMENT

I. GENERAL

A. Purpose. The purpose of this Agreement is to provide a license to the Licensee to operate the cafeteria, prepare refreshments, and provide catering services on the premises of the Licensor. For the purposes of this agreement, the U.S. Consulate General Guayaquil, is the Licensor and TBD is the Licensee. The term “parties” means the Licensor and Licensee. No United States Government funds are obligated under this agreement.

B. Description of Cafeteria Operation. The Licensee shall establish and operate the food service facilities for the purpose of dispensing food, nonalcoholic 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. The Agreement to operate the cafeteria and prepare food at the Consulate premises 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 CAFETERIA OPERATIONS

Cafeteria 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.

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 Health Unit (HU) will provide health inspection of the facilities. The Facility Manager (FM) will supervise the maintenance responsibilities of the Licensor in the cafeteria area. The General Services Officer (GSO) 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 cafeteria 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 Health Unit (HU), the Licensor's Technical Representative and/or professional health and food service inspectors shall 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

A. General. Exhibit A sets forth several reports which the Licensee is required to submit to the Licensor.

B. 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 Consulate-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 three (3) weeks before they begin work.

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 Consulate General. Licensee employees must use politeness and courtesy when dealing with Consulate General 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, as required by law. Insurance should cover all Licensee-owned and operated equipment behind the service counter.

(2) The Licensee shall provide certification 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 U.S. Consulate General Buildings, Equipment, and Grounds. The Licensee shall use reasonable care to avoid damage to U.S. Consulate General 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 cafeteria. 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 U.S. Consulate General official at one level above the Licensing Officer – the Management Officer. That official’s ruling shall be considered final for both parties.

LIST OF EXHIBITS

- EXHIBIT A: Performance Required under the Licensing Agreement
- EXHIBIT B: Licensor-Furnished Property
- EXHIBIT C: Holiday Schedule 2013

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 (Locations A and B) below, for the purpose of dispensing food, nonalcoholic beverages and such other items as may be authorized by the Licensing Officer under this Agreement. This cafeteria is to be operated for the benefit of approximately one hundred ten (110) employees who will be occupants in the U.S. Consulate General in Guayaquil. The U.S. Consulate General will be relocating to a new compound in or after November 2013. This Licensing Agreement will extend to the new compound, and the Licensee will provide services at the new location.

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.

Location A. The dining facility located at the current U.S. Consulate General Building (9 de Octubre y Garcia Moreno, Guayaquil, Ecuador) consists of a dining room and a food preparation area. The dining room is approximately 37.75 square meters, and the balcony area is approximately 60 square meters. The food preparation area is approximately 16.50 square meters.

Location B. The dining facility located at the new U.S. Consulate General Compound (Calle Santa Ana y Av. José Rodríguez Bonín, Sector San Eduardo, Guayaquil, Ecuador) consists of a dining room and a food serving area. The dining room is approximately 53.62 square meters. The food serving area consists of a food display area, and counter for public attention. The food preparation area is approximately 23 square meters.

B. Seating.

Location A. Seating is available for 30 persons in the dining room, which include outside seating available for 12 persons on the balcony (seasonably available).

Location B. Seating is available for 30 persons in the dining room, and 20 persons on the outside area.

C. Performance History. Lunch and breakfast specials make up the greatest share of sales. In the morning, lots of employees stop in for coffee, toast, juice, plantain dishes, etc. Lunch is the busiest time for the cafeteria and historically the Licensees have served

at least 30-35 full lunches. The Consulate General believes a varied menu with reasonable prices serving food for both U.S. and Ecuadorian patrons will attract a larger clientele. This would include “to-go” items that employees can easily pick-up, such as fruit cups, sandwiches, and snacks.

III. HOURS OF SERVICE

A. Schedule. Service is required from Monday through Friday, and from 08h00 to 15h00; however, the Licensee can elect to stay until 15h30 when desired. The Cafeteria will be closed on official U.S. Mission holidays. In addition, during the summer hour period, lunch service (soup, sandwiches, salads, etc.) is required to be served on Fridays until 13h30. 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 Consulate General policy. Licensee requests to modify hours or days of service shall be submitted to the Licensing Officer for approval at least five (5) working days before required modifications. In addition to routine service, the Licensee may also be approached by employees within the Consulate General to cater evening meals, weekend events, luncheons, and special events. All events held on the Consulate General compound must be approved by the Technical Representative and the Regional Security Officer (RSO).

IV. RESPONSIBILITIES OF THE LICENSEE

A. General. The Licensee shall provide prompt, efficient, and courteous service, and avoid undue interference with the operation of the Consulate General while service is provided. The Licensee shall obtain licenses and permits and observe all applicable building, health, sanitary, and other regulations and laws. The Licensee shall:

- employ sufficient and suitable personnel;
- follow all local labor laws, including social security payments;
- secure and maintain insurance;
- maintain records;
- submit reports; and,
- observe other Agreement requirements.

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.

Any damage incurred must be reported to the Technical Representative immediately to ensure proper inventory documentation.

B. Service. The Licensee shall operate and manage the cafeteria in the Licensee's name at the Consulate General. 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 Consulate General to guests and employees. Space, facilities, and equipment provided by the Consulate General must be consistently maintained in optimum condition and appearance.

C. Menus.

(1) The Licensee shall provide a variety of quality-prepared food and beverages at reasonable prices. The variety and appearance of food in the cafeteria on each operating day shall be consistent with approved food service standards and comparable for U.S. and European business cafeterias.

- Daily breakfast will be served from 08h00 to 10h30 and will include a variety of standard Ecuadorian and U.S. breakfast foods. Limited options can be prepared on site as no deep frying is permitted. An oven and a microwave will be provided to warm items prepared off site.
- For lunch, at least one set menu, including soup, main dish, dessert, and juice will be available daily. Light options, including at least one meal salad and one sandwich with beverage option, will also be available daily.

The Licensee shall plan and advertise advance weekly menus through various media, in addition to posting daily menus near the service counter. At the beginning of each week, the Licensee shall send a final copy of the menu electronically for distribution. The Licensee shall make a reasonable effort to adhere to the range of menus and prices submitted in its offer. Service has shown that employees wish a larger variety of rotating menu, which will provide and increase a bigger clientele.

(2) If the Licensee believes that a price increase is necessary, it shall notify the Licensing Officer in writing. This notification must be submitted at least thirty (30) days before the requested effective date of the increase. This submission must include justification for the increase. The Licensee may submit the request for price adjustment using a percentage increase by menu category (entrees, vegetables, beverages, soups, desserts, etc.) or by listing individual items with the current price and the proposed new price.

(3) The Licensing Officer has ten (10) working days to review the requested price increase. If the Licensing Officer agrees with the increase, he/she will notify the Licensee in writing. If the Licensing Officer requires additional information/justification, the Licensee will be asked to provide that information. Once the Licensing Officer has the information necessary to make a decision, he/she will (1) approve the increase, (2) recommend an increase of a specific lesser amount, or (3) deny any increase.

(a) If a lesser amount of increase is recommended, the Licensee may either accept that increase or submit a counter-offer. This procedure will continue until agreement is

reached or either party notifies the other party in writing that no agreement is possible. If no agreement is reached, the Licensee will either (1) continue providing the services at the current prices or (2) have the unilateral right to notify the Licensor that it intends to terminate the Agreement. If the Licensee notifies the Licensor that it intends to terminate the Agreement, it must continue providing services for at least ninety (90) days from the date of termination notification.

D. Equipment and Utensils Provided by the Licensee. The Licensee provides all other required equipment, flatware, china and glasses to operate the cafeteria. Exhibit B provides a detailed list of the current cafeteria's inventory.

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. Food will be periodically tested for contamination. 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 cafeteria Agreement shall be physically able to do their assigned work and shall be free from communicable diseases.

(4) Health Exams: The Licensee at his own expense shall have each employee receive the following health exams prior to employment and either yearly or after every trip to home country, whichever is more frequent. The result of these exams will be given to the Health Unit (HU) for review. No employee may work in the Cafeteria without the HU's approval.

- (a) Chest x-ray
- (b) Exam of:
Mouth,
Lungs,
Skin.
- (c) Blood Test
- (d) Urine Test
- (e) Stool Test

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/Consulate General and is not entitled to any rights nor benefits of the Licensor/Consulate General. The Licensee agrees to fully comply with all provisions of local law and in the case of U.S. citizens, U.S. law related to employee benefits, workmen's compensation and employee taxes, applicable to the employees performing services under this contract. The Licensee shall ensure that all employees assigned to work under this contract are fully covered as to any and all employee benefits mandated by local law, benefits which may include, may not be limited to, retirement payments, severance or other termination of employment payments, work casualty insurance and disability insurance. Where required by local law, the Licensee agrees to withhold personal income taxes and all other employment related taxes from the salaries and wages of all its employees assigned to services described herein and the contractor shall deposit such withheld payments, with all necessary supporting documentation, with the proper local authorities.

(3) Licensee employees must be approved by Consulate General 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 at the General Services Office from the Consulate General.

(4) The Licensee shall employ a full-time bilingual manager unless the Licensee is an individual.

(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. The Licensee's employees shall wear proper uniforms, including hair nets and/or head covers when they are performing their duties in the building. Legible nameplates identifying each employee shall be displayed as part of the uniform.

(6) The Licensee's employees shall be required to change their clothing in locker rooms 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) The Licensee is required to schedule an employee training program that will continue for the duration of this Agreement and any extensions thereof, to ensure that employees perform their jobs with the highest standards of efficiency and sanitation.

(11) 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 Cafeteria 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. The Licensee will separate trash from recyclable items, such as plastic, glass, paper, and ensure that those items are recycled at the end of every day.

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. The Licensee is responsible for Pest Management in the cafeteria and kitchen premises. The Licensee will not apply any pesticides to any area of the premises (internal and external) without notifying the Licensor in advance as to which pesticides will be used, in which manner and quantity and to which areas of the premises, or without receiving written approval for application from the Licensor. The Licensor will only authorize the application of pesticides after Integrated Pest Management without the use of chemical pesticides has been attempted. Only the application of pesticides registered with and approved by the Environmental Protection Agency (EPA) and/or A/OBO/OM/SHEM when mixed and applied according to their label instructions will be authorized by the Licensor.

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 or Technical Representative via e-mail for all requests.

J. Cleaning and Janitorial Services.

(1) The Licensee shall provide all cleaning supplies and equipment.

(2) The Licensee shall furnish labor and supervision sufficient to maintain the cafeteria in a clean, orderly, and sanitary condition at all times. Before beginning work the Licensee shall submit to the Facility Manager the brand names or manufacturer of any materials proposed for use in connection with the work of this Agreement. The Facilities Maintenance Manager 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 Service Facilities and Dining Halls

(1) Daily and After Each Meal

Furniture: Clean and sanitize after each meal.

Cold drink dispensers and ice cream machines: clean and sanitize daily.

Garbage: Remove after each meal.

Recycling: Remove after each meal.

Food Serving area: clean and sanitize after each meal.

Table: clean after each meal and replace napkin/tablecloths when necessary

(b) Food Preparation Area

(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:

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.

Clean hoods and filters in kitchen.

Freezers: Clean and sanitize shelves weekly.

(4) Monthly:

Freezers: Clean and sanitize walls once each month.

Chillers: Clean and sanitize walls once each month.

(5) 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 cafeteria is closed. The Licensee shall make a matter of a daily report to the Guard office upon leaving the building. A key shall be available for emergency use only in the building security office.

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, Consulate General 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 Facilities Manager 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 Facilities Maintenance Officer and the Regional Security Officer.

O. Billing Procedures. The Consulate General will make no payments to the Licensee. The Licensee will implement a credit system of payment. A running tab will be maintained for those patrons who wish to pay their bills every pay day and/or 2 weeks. The tab will note the date of purchase, item(s) purchased and the employee's signature verifying correctness of charge. The Licensor assumes no responsibility for Licensee losses resulting from a credit system. However, the Licensor will make a reasonable effort to assist the Licensee in collecting on any bills which are substantially overdue.

P. Inventories. 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 GSO approval and leave keys with the Post One Guard.

V.. RESPONSIBILITIES OF THE LICENSOR.

A. Agreement to Operate the Facility. The Licensor agrees to grant to the Licensee for one year the right to establish, manage, and operate a cafeteria in the U.S. Consulate General to prepare and sell food, nonalcoholic beverages and such other products as the Licensor may authorize.

B. 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 cooling, 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, 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.

C. Licensor-owned Equipment. Licensor-furnished equipment is listed in Exhibit B. The Licensor will provide all major equipment items. Any items furnished by the Licensee are not the responsibility of the Licensor. Any loss or damage of these items is the sole responsibility of the Licensee.

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. 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 the Consulate General employees. The Licensor may regulate patronage from other sources.

C. Federal Holidays. No work shall be performed on Consulate General holidays. Exhibit C provides a listing of scheduled U.S. Holidays & Local Holidays.

D. Facilities. The physical facilities within the Consulate General 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 Consulate General daily. The food preparation area does not have a fire suppression system.

VIII. DEFINITIONS

The following definitions pertain to this Agreement:

A. U.S. Consulate General Guayaquil: U.S. Consulate General Guayaquil is interchangeable with “Licensor”, “The Consulate General”, and “The Consulate”.

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 Consulate General. “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 U.S. Consulate General.

D. GSO: General Services Office of the U.S. Consulate General.

E. FM: Facility Manager of the U.S. Consulate General.

F. HU: Health Unit of the U.S. Consulate General.

G. Location A refers to the U.S. Consulate General located at 9 de Octubre y Garcia Morena, Guayaquil, Ecuador.

H. Location B refers to the new U.S. Consulate General to be located at Calle Santa Ana y Av. José Rodríguez Bonín, Sector San Eduardo, Guayaquil, Ecuador.

IX. CONSULATE GENERAL CLOSING

The Licensor does not guarantee any minimum level of sales. Losses of sales due to acts of God, including floods, earthquakes and other inclement weather, war acts, public demonstrations, government strike, terrorist activity, and/or summer work hours shall be part of the cost of the licensee's business, not the responsibility of the licensee.

EXHIBIT B

LICENSOR-FURNISHED EQUIPMENT/MATERIALS

Below is a complete list of equipment and materials currently furnished by the Consulate General, including an estimated value of the property:

Description	Quantity	Property #	Acquisition cost/each	Acquisition year
Range, Hotpoint	1	020417	\$940.87	09/08/2003
Range, Hotpoint	1	021395	\$465.00	01/19/2006
Microwave	1	010120	\$150.00	01/02/2000
Range hood	1	019221	\$350.00	01/02/2000
Refrigerator, GE	1	007320	\$1,000.00	01/01/1995
Refrigerator, GE	1	010224	\$705.91	07/20/1999
Blender, Oster	1	019225	\$60.00	01/02/2000

At the time of the solicitation, the bidder must provide a complete list of additional, major equipment that the bidder is requesting the Consulate General to furnish as part of the contract, including an estimated purchase price of the equipment. The final, actual provision of these items will be negotiated between the bidder and the Consulate General as part of the tender process and is subject to what the Consulate General views as reasonable needs for the cafeteria concession. The Licensee provides all other required equipment, flatware, china, and glasses.

Exhibit C

HOLIDAYS SCHEDULE 2013

Holidays

The Cafeteria will be closed on the following official holidays observed by the U.S. Mission in Ecuador. Each year the Licensor will provide similar listing of holidays.

Holiday	US/Ecuadorian	Date
New Year	US	January 1 (Tuesday)
Martin Luther King's Birthday	U.S.	January 21 (Monday)
Carnival	Ecuadorian	February 11 (Monday)
Carnival	Ecuadorian	February 12 (Tuesday)
Washington's Birthday	U.S.	February 18 (Monday)
Holy Thursday	Ecuadorian	March 28 (Thursday)
Good Friday	Ecuadorian	March 29 (Friday)
Labor Day	Ecuadorian	May 1 (Wednesday)
Batalla de Pichincha	Ecuadorian	May 24 (Friday)
Memorial Day	U.S.	May 27 (Monday)
Independence Day (U.S)	U.S.	July 4 (Thursday)
<u>Founding of Guayaquil</u> (*)	Ecuadorian	July 25 (Thursday)
Labor Day	U.S.	September 2 (Monday)
Guayaquil Independence Day	Ecuadorian	October 11 (Friday)
Columbus Day	U.S.	October 14 (Monday)
Veterans' Day	U.S.	November 11 (Monday)
Thanksgiving Day	U.S.	November 28 (Thursday)
Christmas Day	U.S.	December 25 (Wednesday)

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 in a sealed envelope by **16h00, Friday, April 19, 2013**, to D. Rosalind Zavras, General Services Officer, U.S. Consulate General, Ave. 9 de Octubre y García Moreno.

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.

- Consulate General surveys have indicated a preference for quick and light meals and snacks as:

Milk/yogurt	Yuca patty
Coffee, tea, cappuccino	Ceviche
Omelets & eggs	Fresh Fish
Toast/Croissant	Fried/Roast Chicken
Pancakes	Vegetarian Meals
Salad Bars	Pasta
Homemade soups	Pizza
Sandwiches	Chips/Fries
Hot Dogs	Fresh Fruit
Hamburgers	Ice Cream
Mixed Grills	Cookies & cakes
Tacos	Candies
Donuts & pastries	
Plantain dishes (patacon, bolon, tigrillo)	
Ethnic food (Mexican, Chinese, etc.)	

- Consistently the Salad Bar is a primary item wanted in the Cafeteria.
- Establishing a menu line directed toward traditional Ecuadorian dishes and priced for Ecuadorian employees may increase the number of non-American patrons to the cafeteria.

(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) Food Preparation. The cafeteria facilities have no fire suppression hood. The Licensee shall prepare all food that requires deep frying prior to arrival at the Consulate General.

(e) 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 Consulate General will arrange for a site visit and conference of both locations on **April 3, 2013 at 10h00**. Transportation will be provided from Location A to Location B. The site visit will last 4 hours in order to view both dining facilities. Interested parties should register by calling Lilia Banchón, at 232-7062 or 232-9003 at least two (2) days before the date of the conference. Interested parties will need to attend both site visits. 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 cafeteria operations will take place. Interested parties are urged to submit written questions at least three (3) days before the date of the conference to the General Services Officer, D. Rosalind Zavras, via e-mail: GSO_Guayaquil@state.gov

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. It is currently expected that we will request food samples from selected bidders. However, the Consulate General 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.