

## **Invitation for Tender**

May 4, 2011

To All Prospective Offerors:

Enclosed is an Invitation to Tender for a licensing agreement for Operation of Cafeteria Services at the new U.S. Embassy compound in Ta'Qali ("Embassy-Valetta").

### **Contents of this Package**

*Enclosure 1* consists of the proposed Licensing Agreement, which would be ultimately be executed between the Embassy and the selected operator. That Agreement consists of the main document, plus three exhibits:

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

*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.

*Enclosure 3* is the layout of the new Embassy cafeteria and food storage area, as well as a list of the equipment that is provided for use of the cafeteria operator while operating under the Licensing Agreement with the Embassy.

*Enclosure 4* is the summary results of a 2009 in-house survey of Embassy employees, showing staff preferences for cafeteria service. In preparing its tender, the bidder should state how it plans to meet or exceed staff cafeteria expectations as shown in these results.

### **Tender Submission and Due Date**

All tenders must be received by the American Embassy not later than June 10, 2011. Tenders received after this date and time will be rejected without further consideration. Electronic bids are not accepted. All tenders must be submitted either in person or through the mail to the following address.

Mr. Carlos Dhabhar, General Services Officer  
U.S. Embassy – Valletta  
Development House – 3<sup>rd</sup> Floor - St. Anne Street  
Floriana, Malta VLT 01  
Ref: NEC Cafeteria

**Point of Contact**

Direct all questions regarding this Invitation for Tenders to the following individual at the U.S. Embassy-Valletta: Josephine Cross-Depares at 2561 4000, Extension 4126.

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 May 13, 2011, 0900. Please notify the above individual if anyone from your organisation 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. Please let us know how we can help you submit your best possible tender.

Sincerely,

Carlos Dhabhar  
Licensing Officer

*ENCLOSURE 1*

**LICENSING AGREEMENT**

**I. GENERAL**

A. Purpose. The purpose of this Agreement is to provide a license to the Licensee to operate a cafeteria on the premises of the Licensor. For the purposes of this agreement, the U.S. Embassy Valletta is the Licensor and (please fill the name of Company Director/Bidder ) \_\_\_\_\_ 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. 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 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 Regional Medical Officer (RMO) will provide health inspection of the facilities. The Facilities Maintenance Officer (FMO) will supervise any 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 Regional Medical Officer (RMO), 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 under Licensor supervision. 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 Embassy-owned and operated facilities to any individual. The Licensee must electronically provide names and basic biographic information for all personnel (including planned back-up personnel) who will be used on this Agreement at least ten (10) days 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 its 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, as required by law. Insurance should cover all Licensee-owned and operated equipment and product that is kept within the cafeteria space and storage at the Embassy.

(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 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 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 American Embassy official at one level above the Licensing Officer. That official's ruling shall be considered final for both parties.

## **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, 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 80 employees who will be occupants of the U.S. Embassy Valletta in Ta'Qali.

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

The Licensee shall furnish personnel, materials and services, except as are provided by the U.S. Government, necessary for the performance of the services as described in detail in this agreement.

The Licensee shall perform the services required by the terms and condition of this agreement in accordance with procedures approved by the authorized representative of the U.S. Government. The Licensor may, from time to time, issue instructions to the Licensee on the schedule, location and operation of temporary additional catering services to be performed under this agreement.

The Licensee shall establish and maintain adequate supervision of all employees assigned to the services performed under the provisions of this agreement. All reports required of the Licensor, and any instructions provided to the Licensee, must be transmitted by and through such designated employee.

#### **Contractor Personnel**

A. The Licensee shall recruit, hire, and train all individuals required in the performance of the work specified under the terms of this agreement. Prior to the time when an individual is assigned to work under this agreement, the Licensee shall furnish the Licensor with the name and qualifications of such individual. No individual may commence work under this agreement without the express approval of the Licensor or its authorized representative.

B. The Licensor 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 United States government nor the Embassy and is not entitled to any rights or benefits which would accrue to a U.S. government employee.

C. The Licensor agrees to assign to work under this contract only those employees previously reviewed and approved for a security clearance by the U.S. Embassy. In connection with this requirement, the Licensee shall furnish, on forms provided by the Embassy, a personal history of all employees the Licensee proposes to assign to work under this agreement.

D. The Licensee agrees to evaluate the competence of all employees assigned to work under this agreement and shall evaluate each employee after the employee's first **six** months of employment and annually thereafter. The Licensee shall report the results of such evaluations to the Licensor.

E. The Licensee agrees to assign to services under this agreement only those individuals who are physically fit for the satisfactory performance of the required duties.

F. The Licensee shall be responsible for maintaining such standards of employee competency, conduct and appearance as are satisfactory to the Licensor. Upon written request to the Licensee, the Licensor may require that the Licensee discipline, or, where appropriate, immediately terminate, any employee whose conduct indicates:

- (1) Insubordination
- (2) Failure to comply with rules or instructions
- (3) Negligent or unauthorized use of U.S. Government equipment, material or property
- (4) Misconduct (including drunkenness)
- (5) Repeated unexcused tardiness, absence, abuse of sick leave
- (6) As designated by the Embassy RSO

G. The Licensee shall prepare and maintain adequate payroll records pertaining to each of its individual employees. Such payroll documents shall contain information including, but not limited to, the name of the employee, daily log of hours worked, rate of pay per day, gross pay and payroll deductions.

### **Responsibility of the Licensee**

A. The Licensee shall be solely responsible for the funding and payment of all salaries, fringe benefits, social welfare and social security charges, workmen's compensation insurance, bonuses, legal holidays, approved overtime, annual leave, sick leave, and any other charge of whatever nature related to the performance of services required under this agreement. The Licensee shall furnish the Licensor, upon its request, evidence sufficient to verify fulfillment of such obligations.

B. The Licensee hereby assumes absolute liability for any and all personal injuries and/or property damage suffered due to the negligence of the Licensee employee in the performance of the services required under this contract.

C. The Licensee hereby indemnifies and holds harmless the U.S. Government from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of any nature brought or recovered against the U.S. Government or the Licensee or its employees in the performance of the services required under this agreement.

D. The Licensee shall ensure that all employees assigned to work under this agreement 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 Licensee shall deposit such withheld payments, with all necessary supporting documentation, with the proper local authorities.

E. If the local law or decree requires that one or both parties to this agreement register it with the designated authorities to ensure compliance with such law or decree, the entire burden for such registration shall rest with the Licensee. Any local or other taxes which may be assessed against this agreement shall be payable by the Licensee. The Licensee shall maintain and record relevant documentation of compliance with local law and payments to local authorities.

### **Equipment and Property**

A. Unless otherwise stipulated in writing, the U.S. Government shall furnish equipment, materials and supplies necessary to the performance of this agreement contract as listed in Exhibit B. Title to such to property shall remain vested in the U.S. Government.

B. The Licensee agrees to ensure that its employees use property furnished by the U.S. Government only for such purposes, and in such manner, as shall be acceptable to the U.S. Government.

C. The Licensee agrees to maintain, protect and store property furnished to it by the U.S. Government in accordance with procedures approved by the Licensor. U.S. Government supplied equipment is only to be used for service of the Embassy and cafeteria.

D. The Licensee agrees to repair or replace U.S. Government property lost or damaged through the negligence of its employees and agrees to bear the costs of such repair or replacement. In the event of such damage or loss, the Licensee shall notify the Licensor who shall direct the Licensee to repair, or to replace the damage or lost property.

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 U.S. Government, as directed by the Licensor.

### **Insurance and Indemnification**

#### A. 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 licensing has been obtained before beginning work.

B. 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 U.S. Government and 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 U.S. Government and its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or omission of the U.S. Government, its officers, agents, servants, or employees is the sole competent and producing cause of such claim, loss, damages, injury, or liability.

### **Inspections and Reports**

A. The Licensor, or its designated representative, shall have the right to inspect, in such manner and at reasonable times as it deems appropriate, all activities of the Licensee arising in the course of the Licensee's undertakings under this agreement. The Licensee shall be responsible for complying with the recommendations of such inspections and shall take prompt action to remedy any deficiencies noted in such inspections.

B. The Licensee agrees to institute a periodic inspection schedule to ascertain that all services required by this agreement are being performed in accordance with its terms. Any deficiencies or substandard conditions identified in such inspections shall be promptly corrected and improved, and any conditions beyond the responsibility of the Licensee shall be brought to the attention of the Licensor for its appropriate disposition.

C. At the request of the Licensor, the Licensee shall prepare written reports summarizing inspection findings, including deficiencies noted, irregularities encountered, repairs or services needed, improvements recommended, or corrective actions completed. The

subject of such written reports need not be limited to inspection results and may, at the discretion of the Licensor, include any matter to the services under this agreement.

### **Disputes.**

The Licensor, who shall reduce such a decision to writing and shall furnish a copy thereof to the Licensee, shall decide any dispute concerning a question of fact, which is not disposed of by the terms of this agreement. The decision of the Licensor shall be final and conclusive unless, within 30 days from the date of receipt of the decision of the Licensor, the Licensee submits to the Chief of Mission or his designee a written appeal. The Chief of Mission, or designee(s), shall be the final arbiter and judge in all such disputes.

### **Suspension**

The Licensor may suspend any part of the requirements of this agreement for such period of time as may be determined to be necessary or desirable for the convenience of the U.S. Government. Unless otherwise specified, such action shall take effect immediately upon written notice from the Licensor to the Licensee.

### **Termination**

A. The Licensor may, at its convenience, terminate this contract, or any part thereof, for such cause considered appropriate by the Licensor. Unless otherwise specified, such action shall take effect 60 days from the receipt of written notice from the Licensor to the Licensee.

B. In the event that the Licensor determines that the Licensee has engaged in fraudulent or dishonest business practices, the Licensor may, at its discretion, terminate this agreement, or any part thereof, immediately and without prior notification to the Licensee.

### **Assignment**

The Licensee shall not assign or transfer this agreement, or any part thereof, any interest therein or claim thereunder, except with the express written authorization of the Licensor.

### **Amendments**

This agreement and the Exhibits A through E constitute the entire agreement between the parties. No amendments or modification to this agreement shall be given force or effect unless such agreement is executed in writing and signed by the parties hereto.

## **Notice to Proceed, Period of Performance, and Options.**

### A. Notice to Proceed

(1) Immediately upon receipt of notice of award, the Licensee shall take all necessary steps to prepare for performance of the services required hereunder. The Licensee shall have not less than thirty calendar days to complete these steps.

(2) Following receipt from the Licensee of acceptable evidence that Licensee has obtained all required licenses, permits and insurance and is otherwise prepared to commence providing the services, the Government shall issue a Notice to Proceed.

(3) On the date established in the Notice to Proceed (this notice will allow a minimum of seven (7) calendar days from the date of the Notice to Proceed, unless the Licensee agrees to an earlier date), the Licensee shall start work.

B. The performance period of this contract is from the start date established in the Notice to Proceed and continuing for 12 months.

## **II. DESCRIPTION OF FACILITIES**

The entire dining facility will be inside the new U.S. Embassy-Valletta, located in Ta'Qali. It will consist of a food preparation area, a serving counter, dining room, outside eating terrace, and a separate storage area.

A. Food Preparation Area. The food preparation area is approximately 6m x 6.5m (39 square meters). It is bordered by a counter where food can be passed to the customers.

B. Dining Room. The dining room is adjacent to the food preparation area. It is approximately 7.5m x 8.5m (64 square meters) and has seating for approximately 36 people at a time.

B. Storage. There is a lockable, 18 square meter room across the hall from the food preparation area which will be dedicated space for the Licensee to store food and cleaning products/equipment. It will contain mobile shelving, a refrigerator and freezer.

## **III. HOURS OF SERVICE**

Schedule. The Cafeteria will be open from Monday through Friday 11:30 a.m. – 2:30 p.m. for lunch and with a provision to offer, at a minimum, coffee, soft drinks, and cold snacks during the morning starting at 9:00 a.m. and afternoon hours ending at 3:00 p.m.. The Cafeteria will be closed on official Embassy holidays. Holiday schedule is shown in

Exhibit C (new list shall be provided at the beginning of each year) Summer Embassy operating hours will require the cafeteria to close by 2:00pm on Fridays. The Licensor reserves the right to make changes to the hours of operation as necessary.

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. In addition to routine service, the Licensee may also be approached by the Licensing Officer to cater evening meals, weekend events, luncheons, and special events, at a cost agreed upon between the Licensee and the Licensing Officer. All events held on the Embassy 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 Embassy while service is provided. The Licensee shall obtain licenses and permits and observe all applicable building, health, sanitary, and other regulations and laws by host country. The Licensee shall:

- employ sufficient and suitable personnel;
- furnish uniforms approved by Licensor;
- secure and maintain insurance;
- maintain records; and,
- observe other Agreement requirements.

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 cafeteria 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 kept clean. 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.

- The Licensee shall provide a variety of quality-prepared foods 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 American and European business cafeterias. The Licensee shall plan and advertise advance weekly menus through various Embassy media, in

addition to posting daily menus near the service counter. The Licensee shall make a reasonable effort to adhere to the range of menus and prices in its offer. As a minimum, an American Style main course must be served each day. The Licensee will take note of popular items and put them on a rotating basis, yet still introduce new items each month.

**The following list offers some suggestions:**

**Lunch:**

**One American Style Main Course  
One European Style Course  
Vegetarian Dishes.  
Pasta Dishes.  
Seasonal Fresh Fruit**

**Possible menu items could include but are not limited to:**

Caprese Salad:

- Good tomatoes
- Fresh Mozzarella
- Pesto sauce or fresh basil and balsamic vinaigrette

Cesar Salad:

- Romaine lettuce
- Croutons
- Grated parmesan cheese
- Cesar salad dressing

Optional: Sliced grilled chicken breast

Cheeseburger/Hamburger:

- ALL beef hamburger meat
- Cheddar cheese slices
- Hamburger buns (specifically)
- Ketchup
- Tomatoes
- Iceberg lettuce
- Onion

Fresh Sandwiches (Turkey/Smoked Ham):

- Fresh White/Brown and Wheat sandwich bread

Deli Style Meats:

- Thinly sliced Turkey breast
- Thinly sliced Smoked Ham

Iceberg lettuce  
Tomatoes  
Thinly sliced red onions  
Cheddar/American/Swiss cheese slices  
Mayonnaise  
Dijon Mustard

Grilled Chicken Breast Sandwich:

Hamburger style buns (specifically)  
Grilled chicken breast  
Cheddar Cheese slices  
Iceberg lettuce  
Tomatoes  
Mayonnaise

Grilled Sandwiches (Ham or Ham and Cheese):

Fresh White and brown Wheat bread  
Thinly sliced smoked ham  
Cheddar cheese slices

D. Prices. The Licensee shall make a reasonable effort to adhere to the range of menus and prices submitted in its offer. If the Licensee determines that prices must be raised, it shall notify the Licensing Officer of the price increases (item by item) and a justification supporting these increases at least fourteen (14) businessdays before the effective date of the price increase.

E. Equipment and Utensils Provided by the Licensee. The Licensee provides all required cookware and servingware, including: flatware, china and glasses. Exhibit B provides a detailed list of the equipment and appliances provided by the Licensor. Anything that is not listed in Exhibit B should be provided by the Licensor. The Licensor will be required to present samples and obtain the Licensor's approval of any equipment and/or utensils that he intends to provide under the terms of the Agreement. The Licensor will provide leak proof "to-go" plates, boxes, cups and utensils as needed.

F. Sanitation and Quality.

(1) The Licensee shall serve appealing 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.

(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 Embassy's Regional Medical Officer (RMO) for review. No employee may work in the Cafeteria without the RMO's approval.

- Chest x-ray
- Exam of:
- Mouth,
- Lungs,
- Skin.
- Blood Test
- Urine Test
- Stool Test

G. 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 employ a full-time manager unless the Licensee is an individual. The full-time manager and the employee at the cash register shall be able to speak and understand the English language at Level 3. Level 3 is defined as a good working knowledge of both written and spoken English. The employees should be able to read and understand operating instructions and related material concerning the field of work, and to communicate effectively with English speaking staff and the general public.

(3) Licensee employees must be approved by U.S. 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's employees shall wear distinctive uniforms as a means of identification when they are in the building. The Licensee's employees shall wear hair nets and/or head covers when they are preparing and handling food. Legible nametags identifying each employee shall be displayed as part of the uniform.

(5) 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. The locker rooms are located on the lower level of the building.

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

(8) 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.

(9) 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.

(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.

H. Trash Removal. The Licensee shall remove trash from the Cafeteria waste canisters everytime they are full or at least once after every meal; whichever is greater. Any alteration to this provision must be directed in writing by the Licensing Officer.

I. 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. If a vermin problem is noted in the cafeteria areas the Licensee must immediately inform the acting Facility Manager of the U.S. Embassy in Ta'Qali.

J. 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.

K. Cleaning and Janitorial Services.

(1) The Licensee shall provide all cleaning supplies and equipment to maintain the cafeteria in a clean, orderly, and sanitary condition at all times.

(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 Facilities Maintenance Officer 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 and its responsible areas. 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.

Wash basins: clean and sanitize after each meal, and change hand towels after each meal.

Cold drink dispensers: clean and sanitize daily.

Garbage: Remove after each meal.

Food serving area: clean and sanitize after each meal.

Table Cloths: replace after each meal.

(b) Kitchens

(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:

Refrigerator: Clean floors and shelves daily.

Chillers: Clean and sanitize floors daily.

Freezers: Clean and sanitize floors daily.

(3) Weekly:

Windows: Clean weekly

Refrigerator sanitize weekly.

Clean hoods and filters in kitchen.

(4) Monthly:

Exhaust system for cooker: clean once each month at a minimum.

Freezers: Clean and sanitize once each month.

(5) Quarterly. Strip and wax all resilient tiles.

(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.

L. Security areas. The Licensee shall be responsible for the safety 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.

M. 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.

N. 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 Facility Manager immediately.

O. Fire and civil defense drills. The Licensee shall notify the RSO and Licensor 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.

P. Billing Procedures: Patrons will pay in euros. The Embassy will make no payments to the Licensee.

Q. 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 GSO and RSO approval and leave keys with the Marine Post.

## **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. Embassy 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 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, 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 Licensee will provide cleaning supplies and equipment.

## **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 the dining area at other than serving periods, for meetings of Licensor employees or other assemblies. After each use, the Licensee will clean and rearrange the space without expense to the Licensor.

## **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 Embassy employees. The Licensor may regulate patronage from other sources.
- C. Federal Holidays. No work shall be performed on Embassy holidays. Exhibit C provides a listing of scheduled American Embassy holidays & local holidays.
- 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 already-prepared goods to the Embassy daily.

## **VIII. DEFINITIONS**

The following definitions pertain to this Agreement.

- A. American Embassy-Valletta: American Embassy-Valletta 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. FMO: Facilities Maintenance Office.

H. HP: Health Practitioner

## EXHIBIT B

### LICENSOR-FURNISHED EQUIPMENT/MATERIALS

	Item Description	Qty
1.	Tray and silverware dispenser	1
2.	Display refrigerator	2
3.	Mobile Refrigerator/Freezer	1
4.	3 - well hot food counter with food guard	1
5.	Beverage counter	1
6.	Coffee brewer & Dispenser	1
7.	Iced tea brewer & dispenser	1
8.	Espresso machine (barista)	1
9.	Disposable cup dispenser	2
10.	Counter display refrigerator	1
11.	Cashier counter	1
12.	Cash Register	1
13.	Stool	1
14.	Exhaust hood	1
15.	Mobile range with oven base	1
16.	Mobile Griddle with stand	1
17.	Mobile fryer	1
18.	Mobile dump station	1
19.	Mobile reach-in refrigerator	1
20.	Mobile 2-door reach-in refrigerator	1
21.	Hand sink	1
22.	Three compartment sink	1
23.	Undercounter dishwasher	1
24.	Fire-supression system	1
25.	Two compartment sink	1
26.	Tray slide	1
27.	Prep table	1
28.	Wall shelf	3
29.	Mobile shelving	1
30.	Janitors sink	1
31.	Wall shelf	1
32.	Condiment counter	1
33.	Utensil rack	1
34.	Tables and chairs for approximately 36 persons (inside)	9 tables 36 chairs
35.	Tables and chairs for outside eating area	To be added at a later stage
36.	Stainless steel thrash can in eating area (inside)	1

## EXHIBIT C

### HOLIDAYS SCHEDULE

The Cafeteria will be closed on the following official holidays observed by the American Mission, Valletta in 2011. Each year the Licensor will provide similar listing of holidays.

<b><u>DAY &amp; DATE</u></b>	<b><u>HOLIDAY</u></b>	<b><u>MALTESE/AMERICAN</u></b>
Friday, January 1	New Year's Day	American
Monday, January 18	Martin Luther King Day	American
Wednesday, February 10	St. Paul's Shipwreck	Maltese
Monday, February 15	President's Day	American
Friday, March 19	St. Joseph	Maltese
Wednesday, March 31	Freedom Day	Maltese
Friday, April 2	Good Friday	Maltese
Saturday, May 1	Labor Day	Maltese
Monday, May 31	Memorial Day	American
Monday, June 7	Sette Giugno	Maltese
Tuesday, June 29	S.S. Peter & Paul	Maltese
Monday, July 5*	Independence Day	American
Sunday, August 15	Assumption	Maltese
Monday, September 6	Labor Day	American
Wednesday, September 8	Victory Day	Maltese
Tuesday, September 21	Independence Day	Maltese
Monday, October 11	Columbus Day	American
Thursday, November 11	Veteran's Day	American
Thursday, November 25	Thanksgiving Day	American
Wednesday, December 8	Immaculate Conception	Maltese
Monday, December 13	Republic Day	Maltese
Friday, December 24*	Christmas Day observed	American
Saturday, December 25	Christmas Day	American & Maltese

*ENCLOSURE 2*

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

**I. INSTRUCTIONS ON TENDER PREPARATION**

In preparing the tender, the bidder should feel free to be innovative in order to meet the service qualifications set down in the Scope of Work. Services could, for instance, be rendered by a group of vendors, acting under one General Contractor; in this case, however, the General Contractor will hold the License with the embassy and will be responsible for the performance of the sub-contractors. Questions about submittals should be addressed to Josephine Cross-Depares at the U.S. Embassy-Valletta: 2561-4126.

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 June 10, 2011 at noon to:

Mr. Carlos Dhabhar, General Services Officer  
U.S. Embassy – Valletta  
Development House – 3<sup>rd</sup> Floor - St. Anne Street  
Floriana, Malta VLT 01  
Ref: Canteen Tender.

C. Contents of Tender. The first part of the tender will address general information about the potential Licensee submitting the tender, including experience and references of all vendors/sub-contractors that will be supplying the service. The second part of the tender will address how the Licensee will meet all performance requirements. Each tender should address the following areas:

**Part I - General Information**

The purpose of this portion of the tender is to demonstrate that your company has the qualifications and financial stability to provide quality and long-standing cafeteria service to the U.S. Embassy – Valletta.

(a). Prior Quality of Service and Experience. In this section, demonstrate the capabilities and qualifications your company has, relative to the services required. List all contracts and Licensing Agreements your company has held over the past three years for the same or similar work. Provide client'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. If using sub-contractors, list each, their responsibility under this License, and provide similar qualifications for them relative to the role they will serve.

(b) Financial Capability. Describe your company's financial condition and stability. 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 information that otherwise demonstrates the quality of your service and performance. Include copies of recent health inspections.

## Part II – Performance Required

The purpose of this portion of the tender is to demonstrate your understanding of the scope of work and staff preferences, then to describe the services that you intend to use to successfully meet those requirements.

(a) Menu cycle and variety.

(1) Provide the complete menu cycle that you will offer, including the price you will charge. Include your policy for featured specials, promotional events, and merchandising practices. Address how you will meet the food preferences as summarized in the staff cafeteria survey (Enclosure 3), with an emphasis on quality, freshness, and healthy choices. Describe your coffee bar service. The tender should show its plan for attracting both American and local tastes in order to boost cafeteria use.

(2) Menu portion, prices and standard unit measurement price. State your pricing policies and procedures for establishing portion sizes and prices. Provide prices of all menu items. Again, refer to the attached cafeteria survey for price levels that staff is most willing to pay.

(3) Menu Variety and Customer Focus. Describe any feedback mechanisms you will use to determine changing staff preferences on an ongoing basis and maintain a variety of dining choices.

(b) Hours of Operation. Present your plan for maintaining service throughout the day, with an emphasis on coffee, lunch, and afternoon snacks.

(c) Environment. You may wish to present a plan for creating a pleasant eating environment, including holiday décor, "themes," or other ideas.

(d) Other services. You may wish to present your proposal for other services not mentioned here, such as monthly payment plans, ordering ahead for pick-up, to-go boxed lunches, embassy meeting/event catering or other items that highlight your innovative and responsive service offering.

(e) Sanitation. Describe how you will meet the sanitation requirements set forth in the Scope of Work. Include standards, operating requirements, sanitation training programs, inspection procedures, frequency schedules, and management reports.

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. Electronic 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, menu and 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 May 13, 2011. Interested parties should register by calling Josephine Cross-Depares at 2561-4126. 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 using the address provided in the cover letter to this Invitation to Tender at least two days before the date of the conference.

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

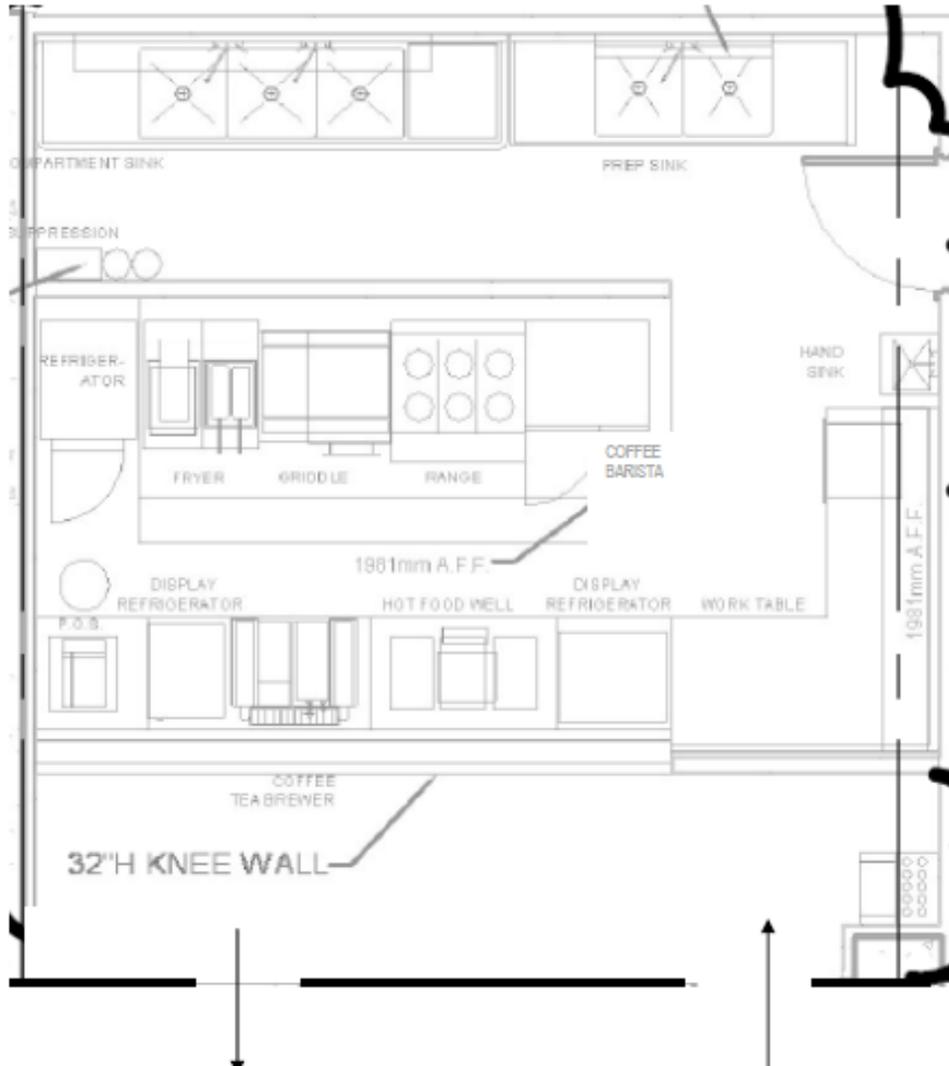
A. Evaluation. To be acceptable and eligible for evaluation, tenders must be prepared following the instructions in Section I above and must meet all the requirements set forth in the other sections of this Invitation to Tender. All tenders will be evaluated using the information presented as requested above in the “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 reserves the right to request a taste test for a select committee to help determine a vendor. However, the Embassy may award this Agreement solely on the basis of the evaluation of the initial offers, without

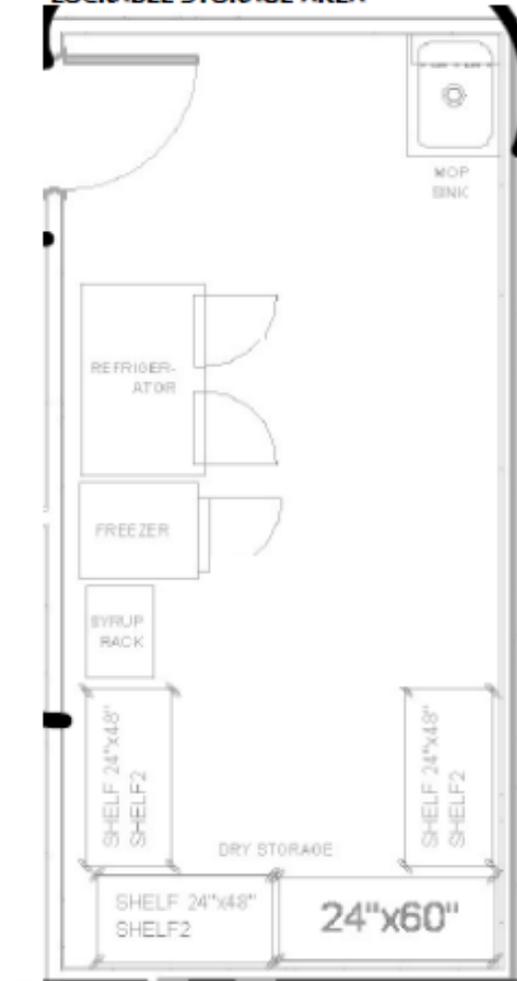
any negotiations, request for samples, or oral presentations. Therefore, tenders should be submitted on the most favorable terms possible.

**ENCLOSURE 3**  
**CAFETERIA LAYOUT AND EQUIPMENT PLAN**

**FOOD PREPARATION/SERVICE AREA**



**LOCKABLE STORAGE AREA**



**CORRIDOR**

*ENCLOSURE 3*  
CAFETERIA SURVEY RESULTS