

## COVER LETTER

January 22th, 2013

To All Prospective Offerors:

Enclosed is an Invitation to Tender for a licensing agreement for Operation of Cafeteria Services at American Embassy Lima.

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

### Tender Submission and Due Date

All tenders must be submitted to the following address:

American Embassy  
General Services Office  
Attn: Victoria Wade  
Av. La Encalada cuadra 17, s/n  
Lima, Peru

**ALL TENDERS MUST BE RECEIVED BY THE AMERICAN. EMBASSY NOT LATER THAN FEBRUARY 15, 2013. TENDERS RECEIVED AFTER THIS DATE AND TIME WILL BE REJECTED WITHOUT FURTHER CONSIDERATION.**

### Points of Contact

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

Victoria Wade, wadev@state.gov

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 February 1, 2013 at 10:00 AM. Please notify the above individual if anyone from your firm wishes to attend. Questions regarding this Invitation for Tender should be submitted in writing at least two days before the scheduled date of the conference and site visit.

Thank you for your interest in this action.

Sincerely,

Victoria Wade  
Assistant General Services Officer

## 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 American Embassy Lima is the Licensor and **[Note: to be completed at time of Licensing Agreement signature]** 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 for breakfast, lunch, fast food dishes, 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, for periods of one year up to four additional years.

### 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 Embassy's Health Unit (HU) will provide health inspection of the facilities. The Facilities Maintenance Office (FAC) will supervise the maintenance responsibilities of the Licensor in the cafeteria area. The General Services Office (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

(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.

C. Phones. The Licensee shall be responsible for the costs of phone calls made using an Embassy telephone. The Licensee will be provided two internal phone lines without charges but will be responsible for arranging a direct line for calls outside the Embassy and paying all costs for that phone line.

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

A. Security Access to Property. The Licensor reserves the right to deny access to Embassy-owned and operated facilities to any individual. The Licensee will provide names and biographic data on all personnel (including planned back-up personnel) who will work on the Embassy compound under this Agreement. All personnel must be cleared by the Embassy's Regional Security Office (RSO) and given a badge 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 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 be polite and courteous 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 covering 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 related to the Licensee's performance under 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 its 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.

## **LIST OF EXHIBITS**

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

## **EXHIBIT A**

### **PERFORMANCE REQUIRED UNDER THE LICENSING AGREEMENT**

#### **I. SCOPE OF WORK.**

The Licensee shall establish and operate the food service facilities described in Section II below, for the purpose of dispensing food, non-alcoholic beverages, and such other items as may be authorized by the Licensing Officer under this Agreement. This cafeteria will be operated for the benefit of approximately 800 employees who work in the Embassy in Lima.

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

#### **II. DESCRIPTION OF FACILITIES**

A. Dining Facility. The dining facility is located in the Chancery building and consists of a dining room and a food preparation area. The dining room is approximately 206 square meters. The food preparation area consists of a kitchen, pantry, and lavatory. The food preparation area is approximately 91 square meters.

B. Seating. Seating is available for 120 persons in the dining room.

C. Chancery Annex. In addition to the main cafeteria, the Licensee is required to provide auxiliary service in the Annex located on the Embassy grounds. For this purpose, the Licensee will be allocated a small room in order to sell hot coffee and tea, cold sodas and fruit drinks, as well as prepared and packaged sandwiches, salads, and snack foods. Electricity and counter space for the use of the Licensee will be provided in this space by the Licensor. There will be no provision for food preparation in this auxiliary space. This snack area should be open from 7:30 AM until 4:00 PM daily.

D. Performance History. Lunch and breakfast specials make up the greatest share of sales. The Embassy believes a varied menu serving food for both American and Peruvian patrons will attract a larger clientele.

#### **III. HOURS OF SERVICE**

A. Schedule. Service is required Monday through Friday from 7:30 AM until 3:30 PM. The cafeteria closing time will be 4:00 PM. The auxiliary area in the Annex will be open from 7:30 AM until 3:30 PM. The Cafeteria will be closed on official Embassy holidays. The holiday schedule is shown in Exhibit C.

B. Schedule Modifications. The Licensor may change the hours and days of operation to be consistent with changes in Embassy policy. Licensee requests to modify hours or days of service shall be submitted to the Licensing Officer for approval at least five working days before required modifications. In addition to routine service, the Licensee may also be approached by employees within the Embassy to cater evening meals, weekend events, luncheons, and special events. 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. The Licensee shall:

- employ sufficient and suitable personnel (see Section IV. G. paragraph 1 under Personnel and Supervision);
- 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.

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 cleaned before each patron is seated. Dining facilities should provide 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 same level of services is also required in the auxiliary space in the Annex, although there will be no cooking or food preparation in this building.

1) The Licensee should consult periodically with the Cafeteria Oversight Committee to identify preferences and trends in the Embassy community which should be reflected in the cafeteria service and menu. Exceptions to points within this statement of work may only be granted by the Licensing Officer.

2) The Licensee should have at least one employee on site at all times during the hours of operation who speaks enough English to take a food order or understand a routine suggestion.

C. Menus.

(1) The Licensee shall provide a variety of quality-prepared foods and beverages at reasonable prices. The Licensee shall offer at least three differently-priced menus on a daily basis that all include an entrée, main course, dessert, and beverage. One menu

should be available for 4.50 soles or less. 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 business cafeterias. The Licensee shall plan and advertise advance weekly menus through various media, in addition to posting daily menus near the service counter. All available menu and ala carte items should be clearly printed in Spanish and English. Daily offerings will be labeled clearly in English and Spanish. The Licensee shall make a reasonable effort to adhere to the range of menus and prices submitted in its offer.

If the Licensee believes that a price increase of the standard menus or any of the a la carte items is necessary, it shall request approval in writing from the Licensing Officer. This request 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.

The Licensing Officer will review the requested price increase. If the Licensing Officer agrees to the increase, the Licensing Officer 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.

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. Sales. The Licensee shall, if requested by the Licensing Officer or his agent, sell individual items to customers from the U.S. Embassy Commissary.

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

F. 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. Uncooked fruits and vegetables must be disinfected according to standard practice guidelines as provided by the Embassy Health Unit. All foods shall, when served, be attractive in appearance and correct in

temperature and consistency. The Licensee will provide food thermometers for checking proper temperature of both cold and hot foods. They shall be crisp, moist, dry, tender, etc., as may be appropriate in each case.

(3) Food served in the auxiliary space shall be of the same quality, pre-packaged and wrapped for freshness.

(4) 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.

(5) 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 Health Unit (HU) for review. No employee may work in the Cafeteria without the HU's approval. The Health Unit may also request that tests be redone if there are any questions about the results.

The following examinations must be performed in accordance with the HU specified standards and procedures:

- (a) Chest x-ray
- (b) Exam of mouth, lungs and skin
- (c) Blood Test
- (d) Urine Test
- (e) Stool Test
- (f) Other tests as indicated by the physician.

G. Personnel and Supervision.

(1) The Licensee will have at least eight (8) employees working at the Embassy at all times. In order to accomplish this, the Licensee must have at least four (4) additional back-up employees identified and approved by the Embassy to ensure prompt replacement when any of the eight (8) are unavailable for work. 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. When catering special events, the licensee must provide additional personnel who have been cleared by RSO and who have a badge to enter the Embassy compound. No personnel shall be removed from the daily services of the cafeteria to work for catered events.

(2) The Licensee shall require that each employee assigned to work under this Agreement sign, or otherwise acknowledge, a statement that he or she is neither employed by the Licensor/Embassy nor is entitled to any rights or benefits of the Licensor/Embassy.

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

- (4) The Licensee shall employ a full-time English speaking manager who is present on site at all times.
- (5) The Licensee's employees shall wear a distinctive item of clothing (such as a 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 nametags identifying each employee shall be worn on the uniform. The Licensee will provide disposable gloves, which must be worn by employees on the food serving line and during food preparation.
- (6) The Licensee's employees shall be required to shower and change their clothing before work.
- (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. The trained relief personnel will be subject to the same physical exams and security requirements as the regularly scheduled employees and their personnel data and health exams should be on file with the U.S. Embassy 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. This training schedule shall include sanitary food handling and preparation methods. The schedule will be submitted to the Health Unit at the start of the Agreement and every year that the Agreement is renewed.
- (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 at 9:00 AM, 11:00 AM, 2:00 PM, and 4:00 PM. Licensee staff will remove the trash to an area designated by the Licensor.

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 required to immediately report any infestations. The Licensor will provide pest control as needed using FDA approved products.

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

J. Cleaning and Janitorial Services.

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

(2) The Licensee shall furnish labor and supervision sufficient to maintain the 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 cleaning materials proposed for use in connection with 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) After each meal:

- Clean and sanitize the furniture, floors, serving area, food preparation areas, and wash basins.
- Remove trash from dining room and kitchen area.
- Clean cooking equipment used.

(b) After each use:

- Clean and sanitize small appliances, pots, pans, utensils, and crockery.

(c) Daily:

- Clean and sanitize outside of freezers, chillers, and refrigerators.
- Clean walls every second day.
- Take inventory of food stock and replenish as needed.

(d) Weekly:

- Clean windows.
- Clean and sanitize freezers, chillers, and refrigerators shelves and floors.
- Clean hoods and filters in kitchen.
- Wax and buff floors.

(e) At least Monthly:

- Clean and check kitchen exhaust system
- Clean and sanitize freezer, chillers, and refrigerators walls.

(f) Semi-annually.

- Clean exhaust pipes.
- Clean the tile walls in kitchen and dining areas.
- Clean all fans and ventilators.

(4) The Licensee will develop a cleaning checklist to document the required cleaning. Forms will be kept by the Licensee for six months and be available for the Licensor's review. Failure to keep any of the facilities in a clean condition may result in the withdrawal of the privilege of using the 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. Securing work areas. The Licensee shall be responsible for the security of all areas under the jurisdiction of the Licensee. The cafeteria manager or designated shift supervisor shall have the responsibility to determine 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 daily report to the Guard office upon leaving the building. A key shall be available for emergency use only in the RSO office.

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

M. Liability. The Licensor shall 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 immediately report any personal injury or physical damage to the building or equipment resulting from fire or other causes to the Facilities Manager. If there is any type of injury or accident on the premises that involves an employee or representative of the Licensee, the Licensee must report the details of the event immediately to the Licensor or the Technical Representative.

N. Fire and civil defense drills. The Licensee shall notify COSMOS and RSO 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 and be trained in fire-reporting procedures. This shall be accomplished with the cooperation of the Facilities Maintenance Officer and the Regional Security Officer.

O. Billing Procedures: Patrons will pay for services rendered in Soles or U.S. Dollars. The Licensor will make no payments to the Licensee.

R. 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 approval and leave keys with the RSO office.

V. **RESPONSIBILITIES OF THE LICENSOR.**

A. Agreement to Operate the Facility. The Licensor agrees to grant the Licensee the right for one year to establish, manage, and operate a cafeteria in the American Embassy to prepare and sell food, non-alcoholic 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 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 provided equipment 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.

## **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. The Licensing Officer will delegate the Licensor's Technical Representative to oversee and hold meetings on a monthly basis with the Cafeteria and the representatives of the Licensee to implement any suggestions and coordinate any needs that might arise by either party.

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.

## **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. Holidays. No work shall be performed on Embassy holidays. Exhibit C provides a listing of scheduled American Embassy Holidays and 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 goods to the Embassy daily.

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

- A. American Embassy Lima: American Embassy Lima is interchangeable with "Licensor" and "The Embassy."
- B. Cafeteria Advisory Committee: A committee of Embassy employees formed to represent staff food service interests.
- C. Licensing Officer: "Licensing Officer" means a person with the authority to enter into, administer, and/or terminate Agreements and make related determination and findings.
- D. 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.
- E. RSO: Regional Security Office of the American Embassy.
- F. GSO: General Services Office of the American Embassy.
- G. HU: Health Unit

**EXHIBIT B**

**LICENSOR-FURNISHED EQUIPMENT/MATERIALS**

<b>EQUIPMENT Chancery Cafeteria</b>
Electric Hybrid Double Water Boiler, 8-1/2
Dishwasher CHAMPIO/240 VAC
Electric Range and Oven HOBART
Electric Range, Heavy Duty, Griddle Garland / 240 VAC
Electric Countertop Fryer WELLS 2 Burner /30 lbs/208v
Range WELLS 1 Burner / 240 VAC
Steamer VULCAN 1 Door/ 240 VAC
Counter Serving Hot/Cold Food
Salad Bar/Counter
Water Cooler
Microwave Ovens (3)
Coffee Maker 10 cups / 110 VAC
Juicer / HD citrus 110 VAC
Blender 4 liter/ 120 VAC
Transformers (2)
CPU, Monitor and Printer
Scale
Ice Cube Maker SCOTSMAN 110 VAC
Multi Toaster 220 VAC
Commercial Food Preparing Machine ENVIROSTAR 2 doors 110 VAC/60 Hz/ 1HP
Cube Ice Dispenser REMCOR 120 VAC. 60 Hz
Commercial Refrigerator, TRAUlsen 2 doors 120 VAC
Commercial Refrigerator /Freezer, TRAUlsen 4 doors 120 VAC.
Commercial Meat Grinder HOBART 110 VAC/ 60Hz. /1 HP
Sandwich Refrigerator TRUE 2 doors 110V
Walk-in Freezer Elliot Williams
Amplifier SKY/220v Microphone/Stand/Speaker
Televisions, Color LG Plasma 42" 110/120v (2)
<b>EQUIPMENT Annex Pantry</b>
Coffee Maker
Microwave
Water Boiler
Water Dispenser
Refrigerators (2 standard size)
Storage Rack

## EXHIBIT C

### HOLIDAY SCHEDULE

#### Holidays

The Cafeteria will be closed on the following official holidays observed by the American Embassy, Lima. Each year, the Licensor will provide a similar listing of holidays.

<u>Date</u>		<u>Holiday</u>	<u>Day</u>	<u>Origin</u>
January	1	New Year	Tuesday	American/Peruvian
January	21	Birthday of Martin Luther King, Jr.	Monday	American
February	18	Washington's Birthday	Monday	American
March	28	Holy Thursday	Thursday	Peruvian
March	29	Good Friday	Friday	Peruvian
May	1	Labor Day	Wednesday	Peruvian
May	27	Memorial Day	Monday	American
June	29	St. Peter & St. Paul	Saturday	Peruvian
July	4	Independence Day	Thursday	American
July	28	Peruvian Independence Day	Sunday	Peruvian
July	29	Peruvian Independence Day	Monday	Peruvian
August	30	Saint Rose of Lima	Friday	Peruvian
September	2	Labor Day	Monday	American
October	8	Battle of Angamos	Tuesday	Peruvian
October	14	Columbus Day	Monday	American
November	1	All Saints Day	Friday	Peruvian
November	11	Veterans Day	Monday	American
November	28	Thanksgiving Day	Thursday	American
December	8	Immaculate Conception	Sunday	Peruvian
December	25	Christmas Day	Wednesday	American/Peruvian

**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, the 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 February 15, 2013 to:

American Embassy  
General Services Office  
Attn: Victoria Wade  
Av. La Encalada cuadra 17, s/n  
Lima, Peru

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 ASCERTAIN IF THE TENDER REFLECTS ANY CHANGES TO THE SPECIFIED 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 names, addresses, 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:

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

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

- A well stocked salad bar always rates very highly in surveys
- American patrons have noted a strong desire toward having American style items available in the cafeteria that can be made to order quickly
- Establishing a menu line directed toward traditional Peruvian dishes and priced for Peruvians may increase the number of non-American patrons to the cafeteria.
- Offering special theme days, such as Italian, Greek, Indian, Thai foods etc.

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

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

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

D. Additional Procedures

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

(2) Media of Tenders. Telegraphic and facsimile tenders are not acceptable. After receipt of tenders, negotiations may be held. Additionally, individuals/companies submitting tenders may be requested to provide an oral presentation or 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 February 1, 2013 at 10:00 AM. Interested parties should register by contacting Victoria Wade at [wadev@state.gov](mailto:wadev@state.gov). At that time, interested parties 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 Section I.C., "Instructions on Tender Preparation - Contents of Tender".

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