

Issued by: General Services Office, U.S. Consulate General Johannesburg

Name and Address of Contractor:

TBD

ENCLOSURE 1

## **LICENSE AGREEMENT**

The Contractor agrees to perform all the services described in this Agreement for the consideration stated.

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Contractor's Name \_\_\_\_\_

(Contractor's Signature)

Date of Signature:

For the United States of America:

(Licensing Officer)

Date of Award:

## SECTION 1 – LICENSING AGREEMENT

### I GENERAL

- A. *Purpose.* The purpose of this Agreement is to provide a licensee to operate a cafeteria on the premises of the Licensor. For the purpose of this agreement, the U.S. Consulate General Johannesburg, is the Licensor and \_\_\_\_\_ is the Licensee. The term “parties” means the Licensor and Licensee. No United States Government (USG) 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, non-alcoholic beverages and such other items as may be authorized by the Licensor under this Agreement. See Exhibit A for specific details on the operation of the food service facilities.

### II PERIOD OF AGREEMENT

- A. *Initial Period of Agreement.* Notwithstanding the dates of signature by the Parties hereto, this Agreement shall commence on **April 20, 2015** for a one (1) year period.
- B. *Subsequent Period.* This Agreement may be extended by the written mutual agreement of the Licensee and Licensor, and shall be 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 LIENSOR 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 action 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 execution 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 shall work for the Licensing Officer or Technical Representative, if one is appointed. Inspectors are authorized to perform day-to-day inspections and to monitor the Licensee's work. The Regional Medical Office (RMO) shall provide health inspections of the facilities. The Facility Management (FM) Office shall oversee and provide guidance with respect to the maintenance responsibilities of the Licensor in the cafeteria area. The General Services Officer (GSO) shall provide inventory control of Licensor-furnished property. The Inspector(s) shall inspect and monitor the services provided by the Licensee.
- D. Authority to Amend the Agreement. In no instance shall the Technical Representative or Inspector 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 all inspections made. These records shall be made available to the Licensor upon request.
- B. Rights of the Licensor.
- (1) The Licensor retains the right to inspect the cafeteria premises as the actual services are 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 interest 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 the Agreement, or (2) **convenience** of the Licensor. Licensor is not required give advance notice of termination. Upon termination, Licensee shall immediately remove all of its property from the premises. Licensor shall not be responsible for any loss or damage incurred by the Licensee as the results of termination, including but not limited to losses due to spoilage of inventory, employee claims, personal property losses, and/or lost profit.

## 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 LICENCING 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 shall provide names and biographic data on all personnel (including prospective substitute or back-up personnel) who will be used on this agreement at least fifteen (15) working days before the new personnel begin work.
- B. Standards of Conduct. The Licensee shall be responsible for maintaining high standards of employee competency, conduct, cleanliness, appearance, and integrity. The Licensee shall be responsible for taking disciplinary action with respect to employees as may be appropriate and necessary. Each Licensee employee is expected to adhere to a standard of conduct that reflects credit on themselves, their employer and the Embassy. Licensee employees shall be polite and courteous when dealing with Embassy clients. The Licensor reserves the right to direct the Licensee to remove an employee for failure to comply with a reasonable standard of conduct.
- C. Personal Injury, Property loss or Damage Insurance.
  - (1) The Licensee shall, at its own expense, maintain insurance against fire, theft, flood, and other liabilities as may be necessary, as well as for its own employee medical and employment expenses, as might be required by South Africa law. Insurance should cover all Licensee-owned and operated equipment being used under the terms and conditions of this Agreement.
  - (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 officer, agent's 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, damage, injury, or liability.
- E. Protection of U.S. Consulate General Johannesburg Buildings, Equipment, Grounds. The Licensee shall use every reasonable care to avoid damage to the U.S. Consulate General Johannesburg buildings, equipment, and grounds. If the Licensee's failure to take adequate care results in damage to any U.S. Government 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 to the Licensing officer, in writing, receipt of the Licensor-owned property listed in Exhibit B.
  - (2) Title to all Licensor-furnished property shall remain with Licensor. The Licensee shall use the property only in connection with this Agreement. **No U.S. government-issued equipment may be removed from the Consulate Johannesburg cafeteria.**
  - (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.

## IX. DISPUTES

If the Licensing Officer and Licensee fail to reach agreement over any dispute issue resulting from this Agreement, the sole remedy to both parties shall be referral of the disputed issue to the supervisory U.S. Embassy official one level above the licensing Officer. That official's ruling shall be considered final for both parties.

***SECTION 2 - LIST OF EXHIBITS***

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

## ***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, non-alcoholic 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 175 employees and their guests of the U.S. Consulate General Johannesburg.

The Licensor shall not be held responsible for any variation in the number of U.S. Consulate General Johannesburg clientele/employees. The Licensor shall, wherever possible, advise the Licensee of any significant fluctuation in clientele on any given day.

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

- A. Dining Facility. The dining facility is located on the lower level of the Consulate main building, and consists of a kitchen, pantry, and walk- in fridge and freezer. The total food presentation area and dining area is approximately 160 square meters.
- B. Seating. Seating is available for approximately 60 persons in the dining area.
- C. Performance History. Lunch and breakfast make up the greatest share of food sales. The U.S. Consulate believes a varied menu for both American and South African patrons will attract the largest possible clientele.

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

- A. Schedule. Service is required Monday through Thursday, 7:30 a.m. through 16:30 p.m. (kitchen to remain open until 16:00 p.m.) and Fridays from 7:30 a.m. through 12:45 p.m. The Cafeteria shall be closed on official U.S. and South African holidays.
- B. Schedule Modifications. The Licensor may change the hours and days of operation to be consistent with changes in U.S. Consulate 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 such modifications become effective. In addition to routine services, the Licensee

may also be approached by employees within the Consulate to cater evening meals, weekend events, luncheons, and special events. All events held on the Consulate Johannesburg compound must be approved by the Technical Representative and the Regional Security Officer (RSO).

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

A. General. The licensee shall provide prompt, efficient, and courteous service, and avoid undue interference with the operation of the Consulate 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;
- secure and maintain insurance;
- maintain records;
- submit reports;
- 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 shall 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 U.S. Consulate General Johannesburg. The Licensee shall promptly remove any soiled dishes, provide clean dishes, and assure that tables and chairs are cleaned before each patron is seated. It is extremely important that the dining facilities leave a favorable impression of the Consulate on guests and employees. Space, facilities, and equipment provided by the U.S. government shall be consistently maintained in optimum condition and appearance.

C. Menus. The Licensee shall provide a variety of quality-prepared foods and beverages at reasonable prices. The variety and appearance of food in the cafeteria shall be consistent with approved food service standards and comparable for American and European business cafeterias. The Licensee shall plan and advertise in advance weekly menus through appropriate media, in addition to posting of daily menus near the service counter. 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 Licensee Officer of the price increases (item by item) and a justification supporting these increases at least fourteen (14) working days before the effective date of the price increase.

D. Equipment and Utensils Provided by the Licensor. The Licensor (U.S. government) provides all required equipment, flatware and china, glasses. The Licensee (Contractor) to provide all disposable items to include but not limited to cups, utensils, lunch boxes, lunch bags etc. and cleaning supplies. Exhibit B provides a detailed list of the current cafeteria's inventory.

E. Sanitation and quality.

(1) The Licensee shall serve tasty, appetizing, and quality food, in the most hygienic 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, to the greatest extent possible, free from blemish. All foods shall when served, be attractive in appearance and correct in temperature and consistency. They shall be crisp, moist, dry tender, etc., as may be appropriate in each case.

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

(4) Health Exams: The Licensee shall coordinate with the Consulate's Human Resources Section to have each employee receive the initial pre-employment health exams before commencing employment. The cost of the initial health exams shall be borne by the U.S. Consulate Johannesburg, provided that such health exam is coordinated and approved by the Embassy's Human Resources Section. The result of these exams shall be given to the Embassy's Regional Medical Officer (RMO) for review. No employee shall work in the Cafeteria without the RMO's approval. A typical health examination includes the following:

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

In addition, the Cafeteria Supervisor shall be responsible for monitoring the health of the Cafeteria employees. If an employee exhibits symptoms of diarrhea or severe cough, then such employee shall not be allowed to work until the symptoms have been resolved.

F. Personnel and Supervision.

- The Licensee shall employ enough personnel to maintain sanitary conditions and satisfactory service, which ensures 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 employee to perform the varied and essential duties inherent to a successful food service operation. 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/U.S. Consulate General Johannesburg, and is not entitled to any rights or benefits of the Licensor/Consulate General Johannesburg.
- Licensor employees shall be approved by Consulate security office 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 shall be made available by the Licensor.
- The Licensee shall employ a full-time manager unless the Licensee is an individual.
- The Licensee's employees shall wear a distinctive item of clothing such as a badge, cap, armband, blouse, or uniform as a means of identification when they are in the building.
- The Licensee's employees shall wear proper uniform, including hair nets and/ or head cover when they are performing their duties in the building. Legible nameplates identifying each employee shall be displayed as part of the uniform.
- Employee of the Licensee shall be fully capable of performing the 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.
- The Licensee and its employees shall comply with instructions pertaining to conduct and building regulations in effect for the control of personnel in the building.
- The Licensee is required to schedule an employee training program that shall continue for the duration of this Agreement and extension thereof, to ensure that employees perform their jobs with the highest standards of efficiency and sanitation.
- All articles found by the Licensee, the Licensee's agent or employee, 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 promptly remove trash from the Cafeteria anytime that waste bins, trash cans are full, not less than once after every meal; whichever is greater. Any alteration to this provision must be directed in writing by the Licensing Officer.
- H. Rodent and Pest Control. The Licensee shall maintain a clean work area free of any clutter, dirt, or any material that would attract rodents and vermin.
- I. Licensor Performed Repairs. The Licensor shall perform the preventive maintenance and repair of the equipment listed in Exhibit B. The Licensee shall submit a work order request to the Licensing Officer for all repair requests.
- J. Cleaning and Janitorial Services.
- (1) The Licensee shall furnish labor and supervision sufficient to maintain the cafeteria in a clean, orderly, and sanitary condition at all times. Before beginning work the Licensee shall submit to the Facility Manager (FM) the brand names or manufactures of any material proposed for use in connection with the work of the Agreement. The FM may reject any material that would be unsuitable for purpose, or harmful to the surfaces to which it is to be applied.
- (2) The Licensee shall perform cleaning and janitorial services on a regular schedule and shall meet the highest standards of sanitation common to the food service industry. The Licensee shall use the following cleaning schedule. The Licensing Officer may require increases in this schedule if conditions require more frequent cleaning.

***(a) Food and service facilities and Dining Halls***

***(1) Daily and after Each meal***

Furniture: Clean and sanitize after each meal.

Floor: Clean and sanitize daily

Wash basins: Clean and sanitize daily

Change hand towels daily.

Cold drinks dispenser:

Clean and sanitize daily.

Garbage: Remove after each meal

Food serving area: Clean and sanitize after each meal.

**(b) Kitchens**

***1) Daily and After each Meal:***

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

Cooker: Clean after each meal.

Small appliances: Clean and sanitize after each use.

Pots and Pans: Clean and sanitize after each use.

Utensils: Clean and sanitize after each use.

Crockery: Clean and sanitize after each use.

2) Daily Basis:

Walls: Clean every second day.

Refrigerator: Clean floors and shelves daily.

Chillers: Clean and sanitize daily.

Freezer: Clean and sanitize daily.

3) Weekly:

Windows: Clean weekly. (If any)

Refrigerator: Sanitize weekly.

Clean hoods and filters in the kitchen.

Freezer: Clean and sanitize shelves weekly.

4) Monthly:

Freezer: Clean and sanitize thoroughly once each month.

Chillers: Clean and sanitize thoroughly once a month.

5) As required. The Licensee should notify the Licensing Officer if a need arises for janitorial services for any of the following:

- a) Exhaust system for cooker: Check and clean
- b) Strip and wax all resilient tiles.
- c) Perform cleaning of exhaust pipes.
- d) Clean the walls in kitchen and dining areas.
- e) Clean all fans and ventilators.

All services referenced in Clause 5 (a) – (e) above, shall be conducted by GSO as required.

6) 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 facilities cleaned by other means and charge the cost of such work to the Licensee.

K. Security areas. The Licensee shall be responsible for 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 and gates locked when the cafeteria is closed. The Licensee shall make a daily report to Post One upon leaving the building. A key shall be available for emergency use only in the FM or RSO office.

L. Hazardous conditions. The Licensee shall eliminate unsanitary or hazardous conditions that are dangerous to anyone using the food facility. This shall include any employee, agent, or representative to the Licensee, 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 damages or loss/occasioned by fire, theft, accident, or otherwise to the Licensee's stored supplies material or equipment, or the employee's 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 FM immediately.

N. Billing Procedures: Patrons shall pay in South African Rand only. The U.S. Consulate General Johannesburg shall make no payments to the Licensee.

O. Inventories:

(1) The Licensee shall 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 Marine on Post One.

(2) Flatware, China and Glassware Inventories: Once quarterly, on the first Saturday of the month, the Licensee shall provide an inventory of all flatware, china, and glassware in the cafeteria. Included in the inventory shall be a listing of the clientele who took any of these items out of the Cafeteria.

## **RESPONSIBILITIES OF THE LICENSOR.**

A. Agreement to Operate the Facility. The Licensor agrees to grant to the Licensee for the stipulated period, subject to the Agreement requirements and conditions herein, the right to establish, manage, and operate a cafeteria in the U.S. Consulate General Johannesburg to prepare and sell food, non-alcoholic beverages, and such other products as the Licensor may authorize.

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

- (1) Make such improvements and alternations 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 replacing light bulbs);
  - 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 shall replace equipment that it has provided, as it deems necessary. Subject to adequate operation and handling of equipment by the Licensee, the Licensor shall replace component parts of, and make repairs to such equipment.
- C. The Licensor shall perform quarterly pest control services and an annual deep cleaning service.
- D. Licensor-owned equipment. Licensor-furnished equipment is listed in Exhibit B. The Licensor shall provide all major equipment items, flatware, china and glassware. The Licensee shall provide all cleaning supplies, expendable paper supplies, serviettes, paper towels, paper cups, paper plates.

## **RIGHTS AND AUTHORITY OF THE LICENSOR**

- A. ***Oversight.*** The Licensing Officer shall oversee the quality of the service provided by the Licensee and the reasonableness of the prices charged. The Licensing Officer may advise the Licensee from time to time of any source of dissatisfaction and request correction.
- B. ***Public Space.*** The Licensor reserves the right to use dining areas and other public space at other than serving period, for meeting of Licensor employees or other assemblies. After each use, the Licensor shall clean and rearrange the space without expense to the Licensee.

## **RESTRICTIONS**

- A. **Equipment.** Unless other 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 U.S. Consulate General Johannesburg employees. The Licensor may regulate patronage from other sources.
- C. **Federal Holidays, South African Public Holidays and Weekends.** No work shall be performed on U.S. & South African holidays and on weekends. Exhibit C provides a list of scheduled U.S. holidays & South African Holidays.

- D. Facilities. The physical facilities within the Consulate shall not be used in connection with operations not included in the Agreement. The Licensee may, however, utilize centralized food preparation and storage source located elsewhere and bring goods and supplies to the Consulate daily.

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

- A. U.S. Consulate General Johannesburg: U.S. Consulate General Johannesburg is interchangeable with "Licensor" and "The Consulate."
- B. Dining Room Advisory Committee (aka Cafeteria Committee): A committee of U.S. Consulate General Johannesburg 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 Agreement and make related determinations and findings.
- D. Licensee: "Licensee" means the individual or company that has entered into an Agreement with the U.S. Consulate General Johannesburg. "Offer" means a response to a solicitation that, if accepted, would bind the offeror/bidder to the resultant Agreement.
- E. RSO: Regional Security Officer of the U.S. Consulate General Johannesburg.
- F. GSO: General Services Officer of the U.S. Consulate.
- G. RMO: Regional Medical Officer.

**EXHIBIT B**

**LICENSOR-FURNISHED EQUIPMENT/MATERIALS**

- 1. Office equipment. Desk, chair. Computer monitor. Est. cost = 400.00 US dollars**
- 2. CPU, computer. Cost = 195.00 US dollars**
- 3. GE Freezer. Cost = 747.00 US dollars**
- 4. Bosch Refrigerator. Cost = 515.00 US dollars**
- 5. 4-ft Ladder. Cost = 68.00 US dollars**
- 6. Microwave oven. Cost = 157.00 US dollars**
- 7. Flatware**
- 8. Glassware**
- 9. China plates**
- 10. Industrial ovens**

## Exhibit C

### HOLIDAYS SCHEDULE

Holidays

The Cafeteria will be closed on the following official holidays observed by the U.S. Consulate General Johannesburg. Each year the Licensor will provide similar listing of holidays.

January 1	Thursday	New Year's Day 2015	U.S./S.A.
January 19	Monday	Birthday of Martin Luther King	U.S.
February 16	Monday	Washington's Birthday	U.S.
March 21	Saturday	Human Rights Day	S.A.
April 3	Friday	Good Friday	S.A.
April 6	Monday	Family Day	S.A.
April 27	Monday	Freedom Day	S.A.
May 1	Friday	Workers Day	S.A.
May 25	Monday	Memorial Day	U.S.
June 16	Tuesday	Youth Day	S.A.

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July 4**	Saturday	Independence Day	U.S.
August 9*	Sunday	National Women's Day	S.A.
September 7	Monday	Labor Day	U.S.
September 24	Thursday	Heritage Day	S.A.
October 12	Monday	Columbus Day	U.S.
November 11	Wednesday	Veterans Day	U.S.
November 26	Thursday	Thanksgiving Day	U.S.
December 16	Wednesday	Day of Reconciliation	S.A.
December 25	Friday	Christmas Day	U.S./S.A.
December 26	Saturday	Day of Goodwill	S.A.

**EXHIBIT D**

**PROPOSED MENU**

**(Bidder/offeror shall provide a proposed menu as Exhibit D)**

ENCLOSURE 2

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

*[Note: These instructions may be revised as necessary. Do not use technical and price formulas or technical score. Simply decide whether each tender is acceptable or unacceptable and make a decision based on which tender is in the best interests of the Embassy.]*

**I. INSTRUCTIONS ON TENDER PREPARATION**

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

B. Submission Deadline. Submit the complete tender by **[March 16, 2015 at 12:00]** to:

**[U.S. Consulate General Johannesburg, Attn: David Yadron, GSO]**

***Nr. 1 Sandton Drive, Sandton. Rivonia Rd. and Sandton Drive. (Just opposite Sandton Mall).***

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

Part I - General Information

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

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

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

## Part II – Performance Required

(a) Menu cycle and variety.

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

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

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

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

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

o Establishing a menu line directed toward traditional ***[U.S. and South African dishes]*** and priced for ***[South African nationals]*** may increase the number of non-American patrons to the cafeteria.

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

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

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

D. Additional Procedures

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

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

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

E. Site Visit and Conference. The U.S. Consulate General Johannesburg will arrange for a site visit and conference on **[Thursday, February 12, 2015 at 11:30 a.m.]**. Interested parties should register by calling **[GSO Procurement office, Mrs. Monica Nagley at: 011-290-3321]**. 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 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 U.S. Consulate General Johannesburg 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.