

COVER LETTER

March 6, 2012

To All Prospective Offerors:

Enclosed is an Invitation to Tender for a licensing agreement for Operation of Cafeteria Services at the U.S. Embassy in Kyiv, Ukraine. Enclosure number 1 consists of the proposed Licensing Agreement, which would be executed between the U.S. 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 number 2 contains instructions for tender preparation as well as the methodology to be used by the U.S. 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:

Ina Erickson
4 Igor Sikorsky Street
Kyiv, Ukraine 04112

ALL TENDERS MUST BE RECEIVED BY THE U.S. EMBASSY NO LATER THAN **16:00h (4:00 P.M.), on Wednesday, APRIL 4, 2012**. 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:

Olena Stavnycha, tel. 521-5250

Please note that 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 Friday, March 23, 2012, at 15:30h (3:30 p.m.).*** 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,

Ina Erickson
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 in Kyiv, Ukraine, is the Licensor and the Cafeteria Services Provider 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, non-alcoholic 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 are authorized to perform day-to-day inspections and monitoring of the Licensee's work. The Embassy's Medical Officer will provide health inspection of the facilities. The Facilities Maintenance Officer (FMO) will supervise the maintenance responsibilities of the Licensor in the cafeteria area. The General Services Officer (GSO) will provide inventory control of Licensor-furnished property. The Inspector(s) may inspect and monitor the services provided by the Licensee.

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

V. INSPECTION

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

B. Rights of the Licensor.

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

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

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

(3) The Embassy's Medical Officer, 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) at the convenience of the Licensor. The Licensor is not required to give advance notice of termination. Upon termination, Licensee shall remove all of its property from the premises. Licensor shall not be responsible for any loss or damage incurred by the Licensee as the result of termination, including but not limited to losses due to spoilage of inventory, employee claims, personal property losses, and lost profits.

VII. TERMS OF AGREEMENT

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

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

VIII. SPECIAL LICENSING AGREEMENT PROVISIONS

A. Security Access to Property. The Licensor reserves the right to deny access to Embassy-owned and operated facilities to any individual. The Licensee will provide names and biographic data on all personnel (including planned back-up personnel) who will be used on this Agreement at least ten (10) days before their scheduled start date.

B. Standards of Conduct. The Licensee shall be responsible for maintaining satisfactory standards of employee attitude, competency, conduct, cleanliness, appearance and integrity. The Licensee shall be responsible for taking disciplinary action with respect to employees as may be necessary. Each Licensee's 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, as well as for employee medical and employment expenses, as required by law. Insurance should cover all Licensee-owned and operated equipment behind the service counter.

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

D. Indemnification. The Licensor shall not be responsible for personal injuries or for damages to any property of the Licensee, its officers, agents, and employees, or any other

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

E. Protection of U.S. Embassy Buildings, Equipment, and Grounds. The Licensee shall use reasonable care to avoid damage to U.S. 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 U.S. 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 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 the employees of the U.S. Embassy in Kyiv, Ukraine.

II. DESCRIPTION OF FACILITIES

A. Dining Facility. The dining facility is located on the ground floor of the main Embassy building and consists of a dining room and a food preparation area. The dining room is approximately 130 square meters. The food preparation area consists of two (2) kitchens, one which doubles as a serving area and one which includes a dish-washing station. Both food preparation areas are approximately 20 square meters in size.

B. Seating. Seating is available for 80 persons in the dining room.

C. Performance History. Lunch and breakfast make up the greatest share of sales. The Embassy believes that a varied, constantly changing menu which serves the needs of both the American and Ukrainian staff at the Embassy will attract the greatest possible clientele. The estimated number of employees using the cafeteria services is 250-300. The Licensor shall not be held responsible for any variation in the employee population figure. The extent of occupancy is not guaranteed.

III. HOURS OF SERVICE

A. Schedule. Food service is required from Monday through Friday from 8:00 to 16:30. Breakfast will be served from 8:00 to 10:00 while lunch will be served from 11:00 to 15:00. Light meals will be served from 15:00 to 16:30. The cafeteria will be closed on all official Embassy holidays. The Embassy's 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. The Licensee's requests to modify hours or days of service shall be submitted to the Licensing Officer for approval at least five working days before the required modifications. In addition to providing routine meal service, the Licensee may also be asked to cater lunches, evening meals, weekend events, and other special functions at the Embassy. All events held on the Embassy compound must be approved by both 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 being 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, suitable, trained, and qualified personnel;
- secure and maintain insurance;
- maintain records;
- submit reports; and,
- observe all other requirements of this Agreement.

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 project a favorable impression of the Embassy to both its guests and employees. Space, facilities, and equipment provided by the Embassy must be consistently maintained in optimum condition and appearance.

C. Menus

(1) 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 be comparable for similar American and European business cafeterias. The Licensee shall plan and advertise advance weekly menus through various media (e.g., the *Trident* Newsletter, the Embassy's Intranet site, etc.), in addition to posting daily menus near the service counter. Each day, the Licensee shall offer a choice of both Ukrainian and International (American, European, Asian, etc.) dishes. In addition, the Licensee will offer a Ukrainian business lunch for a fixed price which will include: soup, a main course with a side dish or salad, a beverage, as well as bread or a roll. The Licensee shall make every reasonable effort to adhere to the range of menus and prices submitted in their original offer.

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

(3) The Licensing Officer will review the requested price increase. 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. The Licensing Officer will notify the Licensee about his/her decision in writing.

(a) If a lesser amount of increase is recommended, the Licensee may either accept that increase or submit a counter-offer. This procedure will continue until an agreement is reached or either party notifies the other party in writing that no agreement is possible. If no agreement is reached, the Licensee will either (1) continue providing the services at the current prices or (2) have the unilateral right to notify the Licensor that it intends to terminate the Agreement. If the Licensee notifies the Licensor that it intends to terminate the Agreement, it must continue providing services for at least ninety (90) days from the date of termination notification.

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

E. Sanitation and Quality

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

(2) All foods served shall be wholesome and free from spoilage, adulteration and misbranding, and safe for human consumption. Uncooked items, such as fresh fruits, shall be clean and free from significant blemishes. All foods must be served at the proper temperature and correct consistency and shall be attractive in appearance. As is required by each dish, the food shall be hot, crisp, moist, dry, tender, and so on.

(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 once a year after that. The

result of these exams will be given to the Embassy's Medical Officer for review. No employee may work in the Cafeteria without this approval.

A list of required tests includes:

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

F. Personnel and Supervision

- (1) The Licensee shall employ enough personnel to maintain sanitary conditions and satisfactory service which will ensure prompt and efficient service at all times. All employees shall be sober, conscientious, neat, and courteous. The Licensee shall at all times provide adequate staff of food service employees to perform the varied and essential duties inherent to a successful food service operation.
- (2) The Licensee shall require that each employee assigned to work under this Agreement sign, or otherwise acknowledge, a statement that he or she is neither employed by the Licensor/Embassy and is not 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 furnish personal history forms of all employees the Licensee proposes to work under this Agreement. These forms are available from the Embassy.
- (4) The Licensee shall assign a full-time licensing agreement manager.
- (5) The Licensee's employees shall wear a distinctive item of clothing such as a badge, cap, armband, blouse, or uniform as a means of identification when they are in the building. The Licensee's employees shall wear proper uniforms, including hair nets and/or head covers when they are performing their duties in the building. Legible nameplates identifying each employee shall be displayed as part of the uniform.
- (6) The Licensee's employees shall be required to change their clothing in locker rooms and to maintain the room in a neat and clean condition.
- (7) Employees of the Licensee shall be fully capable of performing the type of work for which they are employed.

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

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

(10) The Licensee is required to schedule an employee training program that will continue for the duration of this Agreement and any extensions thereof, to ensure that employees perform their jobs with the highest standards of efficiency and sanitation.

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

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

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

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

J. Cleaning and Janitorial Services

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

(2) The Licensee shall furnish labor and supervision sufficient to maintain the cafeteria in a clean, orderly, and sanitary condition at all times.

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

(a) Food and Service Facilities and Dining Halls

(1) Daily and After Each Meal

Furniture: Clean and sanitize after each meal.

Floors: Clean and sanitize after each meal.

Wash Basins: Clean and sanitize after each meal,
plus change the hand towels after each meal.

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

Garbage: Bag and remove after each meal.

Food Serving Area: Clean and sanitize after each meal.

(b) Kitchens

(1) Daily and After each Meal/Use

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.

Portable Salad Food Bar: Clean and sanitize.

Other Equipment: Clean and maintain, as appropriate and
directed by Licensor

(2) Daily Basis:

Walls: Clean every second day.

Refrigerator: Clean floors and shelves daily.

Chillers: Clean and sanitize the floors daily.

Freezers: Clean and sanitize the floors daily.

(3) Weekly:

Windows: Clean weekly.

Refrigerator: Clean and sanitize weekly.

Kitchen Hoods: Clean weekly.

Freezers: Clean and sanitize shelves weekly.

- (4) Monthly:
Exhaust system for cooker: Check and clean at least once each month.
Freezers: Clean and sanitize walls once each month.
Chillers: Clean and sanitize walls once each month.
Other Equipment: Check and clean as instructed by Licensor/
- (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.

K. Security areas. The Licensee shall be responsible for the security of all areas under the jurisdiction of the Licensee. Designated employees shall have the responsibility for determining that all equipment has been turned off, windows are closed, lights and fans turned off, and doors locked when the cafeteria is closed. The Licensee shall make a matter of a daily report to the Guard office upon leaving the building. A key shall be available for emergency use only in the building security office. The Licensee must comply with all other security regulations within the Embassy.

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

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

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

O. Billing Procedures:

- (a) Patrons will pay for their food in UAH. In order to minimize time spent at the checkout counter, totals will be rounded off to the nearest UAH.
- (b) The Licensee will not keep running accounts for patrons.
- (c) The Licensee will not weigh standard portions at checkout.
- (d) The U.S. Embassy will make no payments to the Licensee other than for pre-approved official functions.

P. Inventories:

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

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

V.. **RESPONSIBILITIES OF THE LICENSOR.**

A. Agreement to Operate the Facility. The Licensor agrees to grant to the Licensee for **12 months** the right to establish, manage, and operate a cafeteria in the U.S. Embassy to prepare and sell food, nonalcoholic beverages, and any other such 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 the building in areas assigned for the Licensee's use, including:

- painting and redecoration;
- maintenance or gas, water, steam, sewer, and electrical lines;
- ventilation, electrical lighting fixtures (including re-lamping);

- 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, the Licensor will 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. All Licensor-provided equipment is listed in Exhibit B. The Licensor will provide all major equipment items, as well as an initial supply of flatware, china, and glassware, along with consumable cleaning supplies.

VI. RIGHTS AND AUTHORITY OF THE LICENSOR

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

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

VII. 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 U.S. 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 goods to the Embassy daily.

VIII. DEFINITIONS The following definitions pertain to this Agreement.

- A. The U.S. Embassy in Kyiv, Ukraine: The Embassy of the United States of America in Kyiv, Ukraine is interchangeable with “Licensor” and “The Embassy.”
- B. AEEA: A private welfare and cooperative association of American Embassy employees and their dependents.
- C. Cafeteria Advisory Committee: A committee of Embassy employees formed to represent staff food service interests. This committee will meet at least once a month (or more frequently if needed) to deal with any staff suggestions or concerns about the cafeteria.
- D. Licensing Officer: “Licensing Officer” means a person with the authority to enter into, administer, and/or terminate Agreements and make related determination and findings.
- E. 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 company which makes the offer to perform the resultant Agreement.
- F. RSO: Regional Security Office of the U.S. Embassy.
- G. GSO: General Services Office of the U.S. Embassy.
- H. RMO: Regional Medical Officer.

EXHIBIT B

LICENSOR-FURNISHED EQUIPMENT/MATERIALS

(The list of furnished equipment and materials will be inventoried and provided upon signing of this Agreement)

Exhibit C

HOLIDAY SCHEDULE

Holidays

The Cafeteria will be closed on the following official holidays observed by the United States American Mission. Each year the Licensor will provide similar listing of holidays.

Country	Holiday
U.S./Ukraine	New Year's Day (observed)
Ukraine	Orthodox Christmas (observed)
U.S.	Martin Luther King's Birthday
U.S.	Presidents' Day
Ukraine	International Women's Day
Ukraine	Orthodox Easter (observed)
Ukraine	International Labor Day
Ukraine	Victory Day
U.S.	Memorial Day
Ukraine	Holy Trinity Day (observed)
Ukraine	Constitution Day
U.S.	Independence Day
Ukraine	Independence Day
U.S.	Labor Day
U.S.	Columbus Day
U.S.	Veterans Day (observed)
U.S.	Thanksgiving Day
U.S.	Christmas Day

ENCLOSURE 2

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

I. INSTRUCTIONS ON TENDER PREPARATION

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

B. Submission Deadline. Submit the complete tender by

16:00, Wednesday, April 4, 2012 to:

**Ina Erickson, US Embassy Licensing Officer,
4 Sikorskoho Str, Kyiv, Ukraine**

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, number of personnel providing the services, dollar value and financial agreements, 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 for two last years.

(c) Other General Company Information. Provide copies of recent health inspections made of your company and its facilities.

Part II – Performance Required

Menu cycle and variety.

State the length of your menu cycle and how often it will change throughout the year. Provide seasonal menu for lunches based on a three week, five day work cycle. Menus must show prices and portion sizes. Include your policy for featured specials, promotional events (such as guest chefs), and any other merchandising practices. Summarize the number of daily items you will provide under each food category, such as luncheon entrees, vegetables, salads, desserts, beverages, soups, bread and rolls, breakfast items, sandwiches, specials, grill items, and so on. Summarize the total number of different items in each category for each complete menu cycle.

U.S. Embassy staff would like to see:

- A U.S.-style **fresh salad bar** offering leafy greens with a variety of fixings and toppings (e.g., tomatoes, beans, onions, shredded cheese, hard-boiled eggs, croutons, etc.) as well as a variety of dressings (both oil & vinegar-based as well as mayonnaise-based). The salad bar must be replenished throughout the lunch period.
- Traditional **Ukrainian dishes** including homemade soups, meat and vegetable pies, pancakes, dumplings (*vareniki*), cabbage rolls (*holubtsy*), buckwheat kasha (*hrechka*), and more. These dishes can be a part of the business lunch below.
- A reasonably priced Ukrainian-style **business lunch** to include soup, a main course with a side dish or salad, a beverage (tea, coffee, compote, juice, etc.), as well as bread or a roll. The main course should offer both a meat and a non-meat option.
- A variety of authentic-tasting, dill-free **International food** including traditional American, Italian, Mexican, Asian, Indian, and other such dishes. Sample dishes may include: fried or roast chicken, grilled or steamed fish, fajitas, quiche, chili, different pastas with different sauces, curries, sushi, and so on. Whole grain as well as low-fat dishes should be offered.
- A range of **side dishes** beyond the traditional starches of potatoes, rice, and pasta to include such options as sautéed, grilled, stir-fried, broiled, or steamed fresh vegetables.

- Both **hot and continental breakfasts** including freshly-baked donuts, pastries, bagels, croissants, plus toast, cereal, porridge, French toast, waffles, pancakes, omelets, eggs, as well as coffee, tea, hot chocolate, and quality espresso drinks. Whole grain and low-fat options should be offered.
- Daily offerings of **sandwiches** including grilled sandwiches, hot sandwiches, hamburgers, hot dogs, on a choice of bread served with a choice of French fries, potato chips, potato salad, or fresh-cut vegetables.
- At least **one hot vegetarian dish** should be offered for lunch each day as a number of U.S. Embassy staff are vegetarians. The hot vegetarian dish should include a source of protein like tofu, beans, eggs, nuts, and so on.
- **Fresh-squeezed juices** made from fresh or seasonal fruit. Smoothies might be added as well.
- Various **snack or light lunch options** including fresh fruit, fresh-cut vegetables, yoghurt, ice cream, cottage cheese, puddings, cookies, and cakes.

Menu portion, prices and standard unit measurements. State your pricing policies and procedures for establishing portion sizes and prices. Provide a complete menu price and portion book. Make half portions available.

Whenever possible, the Licensee shall serve dishes in both full and half sized portions. The weight of portion should not be less than:

Meat dish: one full size portion - 150 gm
 Fish dish: one full size portion - 150 gm
 Salad; one full size portion - 150 gm
 Side dish: one full size portion - 150 gm
 Soup: one full size portion - 300 ml
 Dessert: 75 to 150 gm depending on the desert

- A. Sanitation. Include standards, operating requirements, sanitation training programs, inspection procedures, frequency schedules, and management reports.
- B. 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.

C. 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.

D. Site Visit and Conference. The Embassy will arrange for a site visit and a conference on, **March 23 at 15:30**. ***Interested parties should register by calling Olena Stavnycha at 521-5250.*** 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 (2) working 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.
- B. Food Tasting and Bidder Performance. All bidders whose proposals meet the basic requirements which are set forth in all the sections of this “Invitation to Tender” and whose offers are deemed to be the most attractive and favorable for the U.S. Embassy community based on the Cafeteria Committee’s approval may be invited to a Food Tasting which will be announced with five (5) day advance notice. For the Food Tasting, bidders will be asked to prepare a set list of three Ukrainian dishes (potato and mushroom **vareniki, cruchenyki (meat rolls), and holubtsy (cabbage rolls) and three International dishes: Caesar’s salad, lasagna, and hamburgers** in addition to at least three dishes of their choice which **will showcase what they propose to offer**. Bidders must also provide sample three-week menus with prices for review during the Food Tasting. The Food Tasting will allow U.S. Embassy staff to vote on their favorite bidder.

After completion of the Food Tasting and the tallying of votes, the Cafeteria Committee will choose the three best potential cafeteria services providers. These three bidders will be invited to participate in a one-week trial in the U.S. Embassy cafeteria kitchen where they will have a chance to provide a full range of services including: breakfast, lunches, snacks, and more. Once again, Embassy staff will be given a chance to vote on their favorite provider. Based on the final vote, the Cafeteria Committee will evaluate each of the bidder's performance and may award this Agreement to one of the parties.

- C. Selection for Award. Award selection will be based on the best overall offer, taking into consideration the desire for a varied menu, quality food and service, as well as reasonable prices. The Embassy may award this Agreement solely on the basis of the evaluation of the initial offers, without any negotiations, request for samples, or vendor presentations. Therefore, tenders should be submitted on the most favorable terms possible.