

COVER LETTER

DATE 24 APRIL 2015

To All Prospective Offerors:

Enclosed is an Invitation to Tender for a licensing agreement for Operation of Cafeteria Services at United States Embassy Caracas for the AMERICAN EMBASSY EMPLOYEE ASSOCIATION OF VENEZUELA herein known as ACE.

Enclosure 1 consists of the proposed Licensing Agreement, which will be executed between ACE and the selected operator. The 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 22 MAY 2015

All tenders must be submitted to the following address:

ACE Board
U.S. Embassy
Calle F con Calle Suapure
Colinas de Valle Arriba
Caracas, Venezuela

ALL TENDERS MUST BE RECEIVED BY THE AMERICAN EMBASSY NOT LATER THAN **4:00 pm 22 May 2015**. 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:

Kristie Hinton, ACE co-manager 0212-907-8802 M-F 8:00 – 11:30 am

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 **1600** 14 MAY 2015. 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,

Anthony S. Mike

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 and or a Cafe on the premises of the Licensor. For the purposes of this agreement, the **AMERICAN EMBASSY EMPLOYEE ASSOCIATION OF VENEZUELA (ACE)**, 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 and Cafe Operations. The Licensee shall establish and operate the food service facilities for the purpose of dispensing ready-to-eat food, nonalcoholic beverages and other consumable 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 or on another date as agreed to by both parties and shall end one (1) year later.

B. Subsequent Periods. This Agreement may be extended on an annual basis 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 FOOD and BEVERAGE OPERATIONS

Cafeteria and Cafe operations, including details of each party’s responsibilities, are set forth in Exhibit A to this Agreement.

IV. LICENSOR PERSONNEL

A. Licensing Officer. The Licensing Officer has the overall responsibility for the administration of this Agreement. Only the Licensing Officer is authorized to take actions on behalf of the Licensor to amend, modify or deviate from the Agreement terms and conditions. The Licensing Officer may delegate certain responsibilities to authorized representatives.

B. Technical Representative. The Licensing Officer may designate a Licensor’s Technical Representative to assist in the administration of certain responsibilities. The Technical Representative shall act as the Licensor’s principal point of contact for day-to-day operations and ensure compliance with License Agreement. If no Licensor’s

Technical Representative is appointed, the responsibilities shall remain with the Licensing Officer.

C. Inspectors. Inspectors may work for the Licensing Officer or the Technical Representative, if one is appointed. Inspectors are authorized to perform day-to-day inspections and monitoring of the Licensee's work. The Regional Medical Officer (RMO) will provide unscheduled health inspection of the facilities. The Facilities Maintenance Officer (FM) will supervise the maintenance responsibilities of the Licensor in the cafeteria area. The General Services Officer (GSO) will provide inventory control of Licensor-furnished property. The Inspector(s) may inspect and monitor the services provided by the Licensee.

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

V. INSPECTION

A. Responsibilities of the Licensee. The Licensee shall develop and maintain an inspection system intended to ensure quality of service and standards of sanitation and cleanliness. This system shall include written records of inspections made. These records shall be submitted to ACE on a monthly basis by the 1st Monday of every month.

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 and grooming
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 U. S. industry standards.

(4) Failure to pass inspection will result in the temporary suspension of operations until the Licensee can demonstrate that the issues have been resolved to the satisfaction of the Inspector. The Licensee will not receive any compensation from the Licensor for expenses incurred during a period of suspension of operations. If the Licensee cannot fix the issue after a period of ten (10) days, the Licensor reserves the right to terminate the Licensing Agreement.

VI. TERMINATION

This Licensing Agreement may be terminated by written notice, when it is in the best interests of the Licensor. This termination may be made (1) immediately, for cause, such as failure of the Licensee to comply with the terms and conditions of this Agreement, or (2) with 30 days' notice, for the necessity of the Licensor. 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

Operation: Licensee shall operate the Café as described in Exhibit A of this agreement.

Security Deposit: The Licensee will deposit the equivalent of two thousand U.S. dollars (\$2,000), payable in Bolivars, to the Licensor as a security deposit. The deposit, less the cost of any damage to equipment provided by the U.S. Government or the Licensor, as determined at their sole discretion, will be refunded to the Licensee upon termination of this contract.

Fees: In exchange for the license to operate the Café, the Licensee will pay a fee comprising two parts: a fixed amount and a percentage of the gross sales amount.

Fixed Monthly Fee: The Licensee will pay the equivalent of one thousand U.S. dollars (\$1000) per month payable in Bolivars at the prevailing legal exchange rate to the Licensee.

Monthly Percent of Sales Fee: In addition to a fixed monthly fee, the Licensee will pay a fee of two percent (2%) of gross sales (defined for the purposes of this agreement as the total amount of all cash and credit sales before deducting IVA or other taxes or costs). On the 15th of each month, the Licensee will provide the Licensor with evidence of the Licensee's gross sales, as agreed upon by both parties.

Payment: All monthly payments will be due on the 15th day of the following month. If the 15th should fall on a holiday or weekend, the payment is due the last business day prior to the 15th. All payments must be made by cash or check.

Penalties: A late payment penalty of five percent (5%) of the required monthly two percent (2%) of the pre-IVA gross sales will be charged for payment not received within five (5) business days of the due date. The Licensee will pay the five percent (5%) late fee plus a fee of the equivalent of fifty U.S. dollars (\$50), payable in Bolivars at the prevailing exchange rate, for any check returned for insufficient funds. Penalty fees will be accumulated and doubled monthly if not paid. Failure to pay within a reasonable amount of time as determined by the Licensor is cause to terminate this agreement.

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 to fulfill the terms and conditions of this Agreement. All employees working under this Agreement will undergo an Embassy vetting process and security check which can take weeks to complete.

B. Standards of Conduct. The Licensee shall be responsible for maintaining satisfactory standards of employee attitude, competency, conduct, cleanliness, appearance and integrity. The licensee shall be responsible for taking disciplinary action with respect to employees as may be necessary. Each Licensee employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer and the Embassy. Licensee employees must use politeness and courtesy when dealing with Embassy personnel. The Licensor reserves the right to direct the Licensee to remove an employee for failure to comply with the standards of conduct.

C. Personal Injury, Property Loss or Damage Insurance.

(1) The Licensee, at its own expense, shall maintain insurance against fire, theft, flood, liability, and for employee medical and employment expenses, as required by law. Insurance should cover all Licensee-owned and operated equipment 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 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 or the U.S. Government, as directed by the Licensing Officer and the Facilities

Maintenance Office of the U.S. Embassy. The Licensor may, at its discretion, provide training in proper use and maintenance of equipment to Licensee personnel. Such training, if provided, will be mandatory for Licensee personnel using the equipment.

F. Licensor-Furnished Property.

(1) The Licensor shall provide the property described in Exhibit B to this Agreement. Delivery of this property is completed when it is made available in the space designated for the Licensee's use in his operation of the cafeteria. The Licensee shall acknowledge in writing to the Licensing Officer receipt of the Licensor-owned equipment listed in Exhibit B.

(2) Title to all Licensor-Furnished property shall remain with the Licensor. The Licensee shall use the property only in connection with this Agreement.

(3) The Licensor shall maintain the official property control records of all Licensor-Furnished property.

(4) Upon taking delivery of the Licensor-Furnished property, the Licensee assumes the risk and responsibility for its loss or damage, except--

- (a) For reasonable wear and tear; or
- (b) As otherwise provided in this Agreement.

G. Precedence of English Language Translation. In the event of any inconsistency between the English language translation of this Agreement and any other language translation, the English language translation shall take precedence.

IX. DISPUTES

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

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 Ready to Eat food, nonalcoholic beverages and other consumable items as may be authorized by the Licensing Officer under this Agreement. This cafeteria is to be operated for the benefit of approximately [*Note: identify #*] employees who will be occupants in the Embassy [*Note: identify post*].

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

Dining Facilities. The main dining facility is located in the Chancery building and a small Café is located outside in an annex building.

A. The Cafeteria consists of a dining room and a food preparation area. The dining room seats . Seating is available for approximately ninety-four (94) people in the dining room. Purchase of food or drink is not a condition for employee use of the seating area. The food preparation area consists of a kitchen, pantry, refrigerators/freezers and employee locker/washroom.

B. The Café consists of a smaller preparation area and dining room but also has outdoor seating.

C. 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 Venezuelan patrons will attract a larger clientele.

III. HOURS OF SERVICE

A. Schedule. Service is required between 0730 and 1730 in the Cafeteria and between 0730 and 1730 in the Café. Both facilities will be closed on official Embassy holidays. 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;
- comply with all local employment laws and regulations
- secure and maintain insurance;
- maintain records;
- submit reports, consisting of sanitation and temperature reports and dish count by the 1st Monday of the following month, and rent and statement of income by the 15th of the following month; 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 leave a favorable impression of the Embassy to guests and employees. Space, facilities, and equipment provided by the Embassy must be consistently maintained in optimum condition and appearance.

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 on each operating day shall be consistent with approved food service standards and comparable for American and South American business cafeterias. The Licensee shall plan and advertise advance weekly menus through various media, in addition to posting of daily menus and prices 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 believes that a price increase is necessary, it shall notify the Licensing Officer in writing. This notification must be submitted at least 21 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 and ACE Board will review the requested price increase. If the Licensing Officer agrees with the increase, he/she will notify the Licensee in writing. If the Licensing Officer requires additional information/justification, the Licensee will be asked to provide that information. Once the Licensing Officer has the information necessary to make a decision, he/she will (1) approve the increase, (2) recommend an increase of a specific lesser amount, or (3) deny any increase.

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

D. Equipment and Utensils Provided by the Licensee. The Licensee provides basic appliances, flatware, and china. Exhibit B provides a detailed list of the current cafeteria's inventory.

E. Sanitation and Quality.

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

(2) All foods served shall be wholesome and free from spoilage, free from adulteration and misbranding, and safe for human consumption. Uncooked items, such as fresh fruits, shall be clean and free from blemish. 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. Hot foods shall be held at 140 F or greater, cold foods at 41 F or less.

(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. If an employee falls ill, the Licensee should provide a backup employee from the eligible list so as not to fall below the minimum staffing standards as outlined in this Agreement.

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

- (a) Chest x-ray
- (b) Exam of:

- Mouth,
- Lungs,
- Skin.
- (c) Blood Test
- (d) Urine Test
- (e) Stool Test

F. Personnel and Supervision.

- (1) The Licensee shall employ enough personnel to maintain sanitary conditions and satisfactory service which will ensure prompt and efficient service at all times. All employees shall be sober, conscientious, neat, and courteous. The Licensee shall at all times provide adequate staff of food service employees to perform the varied and essential duties inherent to a successful food service operation.
- (2) The Licensee shall require that each employee assigned to work under this Agreement sign, or otherwise acknowledge, a statement that he or she is neither employed by the Licensor/Embassy and is not entitled to any rights nor 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 employ a full-time, on-site manager unless the Licensee is an individual, in which case the Licensees shall be on-site full-time.
- (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 a minimum of 02 adequately trained relief personnel to substitute for the regular employees when they are absent so that a high quality operation will be maintained at all times.
- (9) The Licensee and its employees shall comply with instructions pertaining to conduct and building regulations in effect for the control of persons in the building.

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

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

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

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 an inspection and repair of the equipment listed in Exhibit B on a quarterly basis. The Licensee shall preform required preventative maintenance per the manufacturer's recommendation and 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 materials proposed for use in connection with the work of this Agreement. The Facilities Maintenance Manager may reject any material that would be unsuitable for the purpose, or harmful to the surfaces to which it is to be applied.

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

(a) Food Service and Dining Area

(1) Daily and After Each Meal

Furniture: Clean and sanitize after each meal.

Floors: Clean and sanitize after each meal (with exception of carpeted areas)

Toilets: Clean and sanitize after each meal (in Café).

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

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

Garbage: Remove after each meal.

Food Serving area: clean and sanitize after each meal.

Table cloths: replace after each meal, if used.

(b) Kitchens

(1) Daily and After each Meal:

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

Cookers: Clean after each meal.

Small appliances: clean and sanitize after each use.

Pots and Pans: clean and sanitize after each use.

Utensils: Clean and sanitize after each use.

Crockery: Clean and sanitize after each use.

(2) Daily Basis:

Walls: Clean backsplash (wall immediately above prep area and cooking area).

Refrigerator: Clean floors and shelves daily.

Chillers: Clean and sanitize floors daily.

Freezers: Clean and sanitize floors daily.

(3) Weekly:

Windows: Clean weekly.

Refrigerator sanitize weekly.

Clean hoods and filters in kitchen.

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.

(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 report any problems related to keys and / or door lock to Guard office. A key shall be available for emergency use only in the building security office.

L. Hazardous conditions. The Licensee shall eliminate unsanitary or hazardous conditions that are dangerous to anyone using the food facility. This shall include any employee, agent or representative to the Licensee, 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 Post One 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: Patrons will pay in Bolivars only. The Embassy will make no payments to the Licensee.

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 Monday of the month, the Licensee shall provide an inventory of all Flatware, and China in the Cafeteria. Included in this inventory will be a listing of any broken or stolen china.

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 and/or a cafe in the American Embassy to prepare and sell Ready-To-Eat food, nonalcoholic beverages and such other products as the Licensor may authorize.

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

(1) Make such improvements and alterations as it may deem necessary, including improvements and alterations necessary to conform to applicable sanitary requirements.

(2) Maintain and repair building structure in areas assigned for the Licensee's use, including:

- painting and redecoration;
- maintenance of gas, water, steam, sewer, and electrical lines;
- ventilation, electrical lighting fixtures (including relamping);
- floors and floor coverings; and
- walls and ceilings.

The Licensee shall bear the expenses of repairs necessary because of negligence on the part of the Licensee or its employees.

(3) At its own expense, provide, install, and permit the Licensee to use the equipment listed, and additional equipment of a similar type when required for any expansion approved by the Licensing Officer. The Licensor will replace equipment that it has provided, as it deems necessary. Subject to adequate operation and handling of equipment by the Licensee, the Licensor will replace component parts of, and make repairs to such equipment.

C. Licensor-owned Equipment. Licensor-furnished equipment is listed in Exhibit B. The Licensor will provide all major equipment items, flatware, and china. and 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 in writing 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

C. Federal Holidays. No work shall be performed on Embassy holidays. Exhibit C provides a listing of scheduled American Embassy holidays & Local Holidays.

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

VIII. DEFINITIONS The following definitions pertain to this Agreement.

A. **AMERICAN EMBASSY EMPLOYEE ASSOCIATION OF VENEZUELA** Herein known as ACE is interchangeable with "Licensor" and "The Embassy."

B. ERA: A private welfare and cooperative association of American Embassy employees and their dependents.

C. ACE Board: A committee of Embassy employees formed to represent staff food service interests.

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 offeror to perform the resultant Agreement.

F. RSO: Regional Security Office of the AMERICAN Embassy.

G. GSO: General Services Office of the AMERICAN Embassy.

H. RMO: Regional Medical Officer.

EXHIBIT B

U.S. Government-Furnished Property Licensor-Furnished Property

Item	unit cost	# of units	extended price
Dinner Plates	\$59.95/12	40 boxes of 12	\$2,398
Bowls	\$49.95/box	40	\$1,998
Appetizer/Salad/dessert	\$49.95/box	40	\$1,998
Flatware	\$4.39/set 4	468 sets	\$2,054.52
Steak knives	\$3.54/box 12	174	
Trays	\$3.10	340	\$1,054

INVENTARIO CAFETERIA					
MAQUINA	CANTIDAD	MARCA	MODELO	SERIAL	PROPIEDAD
CAFETERA	1	RANCILIO	S/R	S/N	EMBAJADA
MOLEDORA	1	GRCSSI SPA	RR45	MAT11084	EMBAJADA
TRITURADOR (FOOD WASTE DISPOSER)	1	SALVAJOR	1000	1457	EMBAJADA
LAVAPLATO	1	COMERCIAL DISHWASHER	DAB/70	D4981-M5	EMBAJADA
REFRIGERADOR	1	VICTORY	RA-1D-S7-PT	A934V402	EMBAJADA
FREEZER	1	G&E	FF20DSDR WH	LL161004F	EMBAJADA
FILTRO	1	OASIS	BPE1SK-D101	0538007068	EMBAJADA
REFRIGERADOR	1	VICTORY	S/R	FBEH-A0P4-IAA-215	EMBAJADA
REBANADORA	1	RGV COMO	S/R	S/R	EMBAJADA
RALLADORA	1	SENZANI	FGS107E	0721823	EMBAJADA

INVENTARIO CAFETERIA					
MAQUINA	CANTIDAD	MARCA	MODELO	SERIAL	PROPIEDAD
					A
MEZCLADORA	1	UNIVEX	M20	M204920203	EMBAJADA
PLANCHA INDUSTRIAL	2	GARLAND	S/R	S/R	EMBAJADA
MERMITA	1	CLEVELAND	S/R	S/R	EMBAJADA
FREIDOR	1	GARLAND	S/R	S/R	EMBAJADA
HORNO DE CONVECCION	1	BLODGETT	S/R	S/R	EMBAJADA
EXTRACTOR DE AIRE	1	S/R	5427	S/R	EMBAJADA
EXPRIMIDOR JUGO	1	METALURGICA 7000	ES-7	790	EMBAJADA
FREEZER	1	G&E	FFLODSDR WH	HL166092	EMBAJADA
LOCKERS	2	S/R	S/R	S/R	EMBAJADA
CABA BASURA	1	AD0900V	DSJ053205331	S/R	EMBAJADA
MAQUINA DE PERRO CALIENTE	1	STAR HOT & DELICIOUS	35SSA	35S12680	EMBAJADA
TOSTADORA	2	TOAST MASTER	TP409	029410505	EMBAJADA
PICADORA DE CARNE	1	CAF	301	149965	EMBAJADA
CARRUCHA	1	S/R	S/R	S/R	EMBAJADA
DISPENSADOR PARA LIQUIDO DE LIMPIEZA	1	ECOLAB	CONTROL TONER III E9229-1343	07/30/96/018733	EMBAJADA
CAVA CONSERVADORA	1	KOLPAK	18512	923170640P	EMBAJADA
CAVA REFRIGERANTE	1	KOLPAK	18813	923170640PF	EMBAJADA

INVENTARIO CAFETERIA					
MAQUINA	CANTIDAD	MARCA	MODELO	SERIAL	PROPIEDAD
ANAQUELES	12	S/R	S/R	S/R	EMBAJADA
CARRITO	1	S/R	S/R	S/R	EMBAJADA
REBANADORA	1	RGV	DOM AÑO 09/2007	0480639	EMBAJADA
CORTADOR PAPAS FRITAS	1	UPTARE	S/R	755576022184	EMBAJADA
DISPENSADORES DE HIGIENIZANTE PARA MANOS	4	S/R	S/R	S/R	EMBAJADA
DISPENSADOR LIQUIDO LAVAPLATO INDUSTRIAL	1	ECOLAB	WASH MAX	116991	EMBAJADA
BOMBA	1	ECOLAB	GO CENTER	01068	EMBAJADA
MUEBLES AEREOS DE ALUMINIO	3	S/R	S/R	S/R	EMBAJADA
MESA CON 2 GAVETAS DE ALUMINIO	1	S/R	S/R	S/R	EMBAJADA
MUEBLE ESQUINERO CON 3 BANDEJAS DE ALUMINIO	1	S/R	S/R	S/R	EMBAJADA
LAVAMANO	1	S/R	S/R	S/R	EMBAJADA
MUEBLE CON 2 BANDEJAS Y 1 GAVETA	1	S/R	S/R	S/R	EMBAJADA
MUEBLE CON 1 BANDEJA	1	S/R	S/R	S/R	EMBAJADA
RELOJ DE PARED	1	S/R	S/R	S/R	EMBAJADA
MESAS	27	S/R	S/R	S/R	EMBAJADA

INVENTARIO CAFETERIA					
MAQUINA	CANTIDAD	MARCA	MODELO	SERIAL	PROPIEDAD
SILLAS	108	S/R	S/R	S/R	EMBAJADA
MESA REDONDA DE MADERA	1	S/R	S/R	S/R	EMBAJADA
MESA RECTANGULAR DE MADERA	1	S/R	S/R	S/R	EMBAJADA
BUTACA INDIVIDUAL	2	S/R	S/R	S/R	EMBAJADA
SOFA	1	S/R	S/R	S/R	EMBAJADA
MUEBLE SALAD BAR	1	S/R	S/R	S/R	EMBAJADA
NEVERA PEQUEÑA	1	S/R	S/R	041355	EMBAJADA
NAVERAS GRANDES	2	BEVERAGE AIR	S/R	260934/258563	COCA COLA FEMSA
TV	1	PHILLIP	42PFL540378	HC110822060268	038941
MICROONDAS	1	PANASONIC	NE-1054-F	6H60210290	040337
MICROONDAS	1	PANASONIC	NE-1054-F	6H30160177	040344
MICROONDAS	1	PANASONIC	NE-1054-F	6H60210285	040338
MICROONDAS	1	PANASONIC	NE-1054-F	6H60210273	040336
MICROONDAS	1	SHARP	R-316FS	122321	035746
MICROONDAS	1	SHARP	R-316FS	122319	035745
MAQUINA DISPENSORA DE HIELO Y AGUA	1	FOLLET	C110CT400A	18005239361	032661
TELEFONOS	2	S/R	S/R	S/R	EMBAJADA
PAPELERAS	6	S/R	S/R	S/R	EMBAJADA
ANAQUEL FRITO LEY	1	FRITO LEY	S/R	S/R	FRITO LEY
PORTA	5	S/R	S/R	S/R	EMBAJADA

INVENTARIO CAFETERIA					
MAQUINA	CANTIDAD	MARCA	MODELO	SERIAL	PROPIEDAD
TARJETAS AEREOS					A
MOSTRADOR NESTLE	1	NESTLE	S/R	S/R	NESTLE
PORTA BANDEJAS	1	SERVOLIFT FASTERM	S/R	S/R	EMBAJADA

Exhibit C

HOLIDAYS SCHEDULE

Holidays

The Cafeteria will be closed on the following official holidays observed by the American Mission, US Embassy Caracas, 2015 Each year the Licensor will provide similar listing of holidays.

Holiday	Date Observed
New Year's Day 2014	Thursday, January 1
Birthday of Martin Luther King, Jr.	Monday, January 19
Washington's Birthday	Monday, February 16
Carnival (Venezuela)	Monday, February 16
Carnival (Venezuela)	Tuesday, February 17
Holy Thursday	Thursday, April 2
Good Friday	Friday, April 3
Declaration of Independence (Venezuela) *	Sunday, April 19
Labor Day (Venezuela)	Friday, May 1
Memorial Day	Monday, May 25
Carabobo Battle	Wednesday, June 24
Independence Day (USA)**	Friday, July 3
Independence Day (Venezuela) *	Sunday, July 5
Birthday of Simon Bolivar	Friday, July 24
Labor Day	Monday, September 7
Day of Indigenous Resistance	Monday, October 12
Columbus Day	Monday, October 12
Veterans Day	Wednesday, November 11
Thanksgiving Day	Thursday, November 26
Christmas Eve (Venezuela)	Thursday, December 24
Christmas Day	Friday, December 25
New Year's Eve (Venezuela)	Thursday, December 31

* Venezuelan Holiday. When a Venezuelan holiday falls on Saturday or Sunday, there is no substitute Friday or Monday as a day off.

** July 4, 2015 (the legal public holiday for Independence Day), falls on a Saturday. For most Federal employees, Friday, July 3, will be treated as a holiday for pay and leave purposes. (See 5 U.S.C. 6103(b).)

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 must be prepared in English. 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 ***May 22, 2105***

Anthony Mike

ACE Board
U.S. Embassy
Calle F con Calle Suapure
Colinas de Valle Arriba
Caracas, Venezuela

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. Provide a profit structure for the organization and the wage levels of each employee.

(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	Homemade Soups	Fresh Fish	Chili
Grilled Sandwiches	Fried/Roast Chicken	Picnic Foods	Pasta
Mixed Grills	Cookies & Cakes	Quiches	Candies
Indian Foods	Veggie/Meat Pies	Fresh Fruit	Sandwiches

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

o Establishing a menu line directed toward traditional Venezuelan dishes 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. Emailed 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 Embassy will arrange for a site visit and conference on ***4:00 pm May14, 2015***. Interested parties should register by calling ***Kristie Hinton at 0212-907-8802***. 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 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.

ACE Reserves the right to make multiple awards based on both locations and to have secondary Licensees in the event that a chosen Licensee cannot fulfill their commitment.