

## COVER LETTER

07 December 2015

### To All Prospective Offerors

Enclosed is an Invitation to Tender for a licensing agreement for Operation of Cafeteria Services at the Embassy of the United States (U.S.) of American in Khartoum, Sudan. **Enclosure 1** consists of the proposed Licensing Agreement, which would be executed between the Embassy and the selected operator. That Agreement consists of the main document, plus three exhibits:

Exhibit A - Performance Required Under the Licensing Agreement

Exhibit B - Licensor-Furnished Property

Exhibit C - Holiday Schedule

**Enclosure 2** contains instructions for tender preparation as well as the methodology to be used by the Embassy in evaluation of tenders and for award of the Licensing Agreement.

### Tender Submission and Due Date

All tenders must be submitted to the following address:

**U.S. Embassy  
Contracting Officer  
Soba Kilo 10 Block 88  
Khartoum, Sudan**

All tenders must be received by the U.S. Embassy not later than date **Thursday, 04 February 2016** and time **15:00 hours**. Tenders received after this date and time will be rejected without further consideration.

### Point of Contact

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

**Ms. Alganesh Gedie, Contracting Specialist  
U.S. Embassy Khartoum  
Tel: 01-870-22000 Ext. 2019  
E-mail: KhartoumProcurementDL@state.gov**

There will be a site visit and a conference that will allow interested parties the opportunity to pose any question they may have concerning the Invitation for Tenders and to view the site where the services are to be provided. This visit will be held on date **Sunday, 10 January 2016** and time **15:00 hours**. Please send an E-mail by **Tuesday, 05 January 2016** if anyone from your firm wishes to attend. Questions regarding this Invitation to Tender should be submitted in writing at least two (2) days before the scheduled date of the site visit.

All interested parties will be invited to bring samples of their proposed menu items between **January 18 -22, 2016**. The specific dates for each vendor will be announced one week prior to the sampling date. The vendor will be required to bring samples of a chicken dish, a fish dish, a vegetarian dish, and a cheese burger.

Thank you for your interest in this action.

Sincerely,

  
Antoaneta Gougleva  
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 United States (U.S.) Embassy in Khartoum, Sudan, is the Licensor and [ *to be completed at time of Licensing Agreement signature* ] is the Licensee. The term “parties” means the Licensor and Licensee. No U.S. Government funds are obligated under this agreement.

B. Description of Cafeteria Operation. The Licensee shall establish and operate the food service facilities for the purpose of dispensing food, nonalcoholic beverages and such other items as may be authorized by the Licensor under this Agreement. See Exhibit A for specifics on the operation of the food service facilities.

**II. PERIOD OF AGREEMENT**

A. Initial Period of Agreement. This Agreement is effective sixty (60) calendar days after the date of signature by the Licensing Officer or when clearance for Licensee employees is received, whichever is later. This Agreement shall end two (2) years after the effective start date.

B. Subsequent Periods. This Agreement may be extended at the mutual agreement of the parties. Any extension will be formalized by an amendment to the Licensing Agreement, signed by both parties.

**III. SPECIFICS OF CAFETERIA OPERATIONS**

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

**IV. LICENSOR PERSONNEL**

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

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

C. Inspectors. Inspectors may work for the Licensing Officer or the Technical Representative, if one is appointed. Inspectors are authorized to perform day-to-day inspections and monitoring of the Licensee’s work. The Regional Medical Officer (RMO) will provide health inspection of the facilities. The Facilities Maintenance Officer (FMO) will supervise 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 Inspector(s) 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 RMO, the Licensor's Technical Representative and/or professional health and food service inspectors shall perform periodic inspections to assure compliance with Agreement requirements and industry standards.

## VI. TERMINATION

This Licensing Agreement may be terminated by written notice, issued by the Licensing Officer, when it is in the best interests of the Licensor. This termination may be made for (1) cause, such as failure of the Licensee to comply with the terms and conditions of this Agreement, or (2) convenience of the Licensor. Licensor is not required to give advance notice of termination. Upon termination, Licensee shall remove all of its property from the premises. 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 sixty (60) days before they begin work.

B. Standards of Conduct. The Licensee shall be responsible for maintaining satisfactory standards of employee attitude, competency, conduct, cleanliness, appearance and integrity. The licensee shall be responsible for taking disciplinary action with respect to 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, 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 the 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.

## EXHIBIT A

### PERFORMANCE REQUIRED UNDER THE LICENSING AGREEMENT

#### I. SCOPE OF WORK.

The Licensee shall establish and operate the food service facilities described in Section II below, for the purpose of dispensing food, nonalcoholic beverages and such other items as may be authorized by the Licensing Officer under this Agreement. This cafeteria is to be operated for the benefit of approximately 150 employees who will be occupants in the Embassy in Khartoum.

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

#### II. DESCRIPTION OF FACILITIES

A. Dining Facility. The dining facility is located in the Embassy Annex building and consists of a dining room and a food preparation area. The dining room is about 150 square meters. The food preparation area consists of a kitchen and pantry.

B. Seating. Seating is available for about 44 persons in the dining room.

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 Sudanese patrons will attract a larger clientele.

#### III. HOURS OF SERVICE

A. Schedule. Service is required between 08:00 hours and 15:00 hours Sunday through Thursday. The Cafeteria 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:

1. Employ sufficient and suitable personnel. All customer service personnel shall have a basic command of English;

2. Secure and maintain insurance;
3. Maintain records;
4. Submit reports; and,
5. 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.

(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 comparable for American and European business cafeterias. The Licensee shall plan and post daily menus near the service counter. The Licensee shall make a reasonable effort to adhere to the range of menus and prices submitted in its offer.

(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 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. 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. 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.
- (3) All employees assigned by the Licensee to perform work under this cafeteria Agreement shall be physically able to do their assigned work and shall be free from communicable diseases.
- (4) Health Exams: The Licensee at his own expense shall have each employee receive the following health exams prior to employment and either yearly or after every trip to home country, which ever 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

E. 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 manager unless the Licensee is an individual. The full-time manager shall have a good command of the English language.
- (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 clean 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 room(s) and to maintain the room(s) in a neat and clean condition. The Licensor shall provide access to such locker room(s).

(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.

F. 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.

G. 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.

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

I. 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 sanitation standards as established by the RMO. 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.
    - Garbage: Remove after each meal.
    - Food Serving area: clean and sanitize after each meal.
- (b) Kitchens
  - (1) Daily and After each Meal:
    - Food service preparation area: clean and sanitize after every meal.
    - 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:
    - Walls: clean every second day.
    - Refrigerator: clean floors and shelves daily.
    - Chillers: clean and sanitize floors daily.
    - Freezers: clean and sanitize floors daily.
  - (3) 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 a minimum 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.
  - (5) Semi-annually:
    - Perform cleaning of exhaust pipes.

(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.

J. 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.

K. 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.

L. 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.

M. Fire and civil defense. The Licensee shall notify the Tactical Operation Center (TOC) by calling extension 2326 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.

N. Billing Procedures: Patrons will pay in Sudanese Pounds. The Embassy will make no payments to the Licensee. Running tab/accounts for patrons are allowed, if desired by the Licensee.

O. Inventories:

(1) The Licensee will be asked to sign for the inventory of the Licensor- provided equipment and supplies. 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 Sunday 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 out and did not return any of these items back to the Cafeteria.

## V.. RESPONSIBILITIES OF THE LICENSOR.

A. Agreement to Operate the Facility. The Licensor agrees to grant to the Licensee for two (2) years the right to establish, manage, and operate a cafeteria in the American Embassy to prepare and sell food, nonalcoholic beverages and such other products as the Licensor may authorize.

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

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

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

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

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

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

C. Licensor-owned Equipment. Licensor-furnished equipment is listed in Exhibit B. The Licensor will provide all major equipment items, flatware, china and glassware, along with all 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 Embassy holidays. Exhibit C provides a listing of scheduled American Embassy holidays and Local Holidays.

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

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

- A. U.S. Embassy: U.S. Embassy in Khartoum, Sudan is interchangeable with “Licensor” and “The Embassy.”
- B. Licensing Officer: “Licensing Officer” means a person with the authority to enter into, administer, and/or terminate Agreements and make related determination and findings.
- C. Licensee: “Licensee” means the individual or company that has entered into an Agreement with the Embassy. “Offer” means a response to a solicitation that, if accepted, would bind the offeror to perform the resultant Agreement.
- D. RSO: Regional Security Office of the AMERICAN Embassy.
- E. GSO: General Services Office of the AMERICAN Embassy.
- F. RMO: Regional Medical Officer.

## EXHIBIT B

### LICENSOR-FURNISHED EQUIPMENT/MATERIALS

The kitchen is fully equipped to serve the empassy staff. A detailed inventory list will be provided with the final license agreement. If additional appliances and or materials are needed they will be procured by the Licensor.

Commercial Stove	2
Commercial Deep Fryer	1
Commercial Oven	2
Microwave Oven	2
Refrigerator	2
Refrigerator Glaas Door	1
Freezer	1
Dishwasher	1
Italian Coffee Maker	1
Hot serve buffet cabinet	1
Cash Register	1
Porcelaine plates and bowls	500
Knives, Forks, Spoons	500
Water Glasses	500
Coffee Cups	500
Miscelaneous Small Kitchen Appliances	
Miscelaneous Cooking Utensils	
Miscelaneous Bakeware Sets	
Miscelaneous Sizes Pots and Pans	

## Exhibit C

### HOLIDAYS SCHEDULE

#### Holidays

The Cafeteria will be closed on the following official holidays observed by the American Mission during year 2016. Each year the Licensor will provide similar listing of holidays.

Day	Date	Holiday	Type	Days
SUN	Jan 3	Independence Day/New Year's day	Sudanese/ American	1
THURS	Jan 7	Eastern Sect Christmas	Sudanese	1
SUN	Jan 17	Martin Luther King, Jr. Day (observed)	American	1
SUN	Feb 14	Washington Birthday (observed)	American	1
SUN	May 1	Eastern sect Easter	Sudanese	1
MON	May 2	Sham Al Naseem	Sudanese	1
SUN	May 29	Memorial Day (observed)	American	1
SUN	Jul 3	Independence Day	American	1
WED-SUN	Jul 6-10	Eid Al Fitr	Sudanese*	3
SUN	Sept 4	Labor Day (observed)	American	1
TUES- THURS	Sept 13-15	Eid Al Adha	Sudanese*	3
SUN	Oct 9	Columbus Day (observed)	American	1
THURS	Nov 10	Veterans' Day (observed)	American	1
THURS	Nov 24	Thanksgiving	American	1
SUN	Dec 11	Al-Mawlid Al-Nabawy Al-Sharif (Birthday of Prophet Mohammed)	Sudanese*	1
SUN	Dec 25	Christmas (observed)	American	1
<b>Total Days</b>				<b>20</b>

\* Subject to dates of the Islamic calendar. Sudanese local religious holidays are based on the Lunar Calendar and may vary from the dates shown above. Exact dates will be determined and announced based on the decision of the Sudanese Government.

## 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 **15:00 hours on 04 February 2016.**
- C. **Contents of Tender.** The first part of the tender will address general information about the person/firm submitting the tender, including experience and references. The second part of the tender will address the performance requirements. **EACH TENDER MUST BE SIGNED BY A PERSON AUTHORIZED TO BIND THE FIRM. ACKNOWLEDGE ANY AMENDMENTS TO THIS INVITATION TO TENDER IN THE FIRST PART OF THE TENDER SO THE EVALUATORS CAN BE CERTAIN THAT THE TENDER REFLECTS ANY CHANGES TO TERMS AND CONDITIONS.** Address the following areas in the order shown below:

#### **Part I - General Information**

- (a) **Prior Quality of Service and Experience.** List all contracts and Licensing Agreements your company has held over the past three years for the same or similar work. Provide customer's name, address, and telephone numbers, dates, and number of personnel providing the services, dollar value and financial arrangements, brief description of the work, and any terminations and the reason for termination.
- (b) **Financial Capability.** Describe your company's financial condition and capability. State what percentage of your company's estimated total business the work under this solicitation would entail during the period of any Agreement. Provide a current financial statement. Describe any assets other than cash, accounts receivable, land, buildings, or equipment carried on existing company balance sheets.
- (c) **Other General Company Information.** Provide copies of recent health inspections.

#### **Part II – Performance Required**

- (a) **Menu cycle and variety.**
- (1) State the length of your menu cycle and how often it changes throughout the year. Provide the complete menu cycle that you will implement, showing selling prices. Include your policy for featured specials, promotional events, and merchandising practices. Summarize the number of daily items under each food category, such as luncheon entrees, vegetables, salads, desserts, beverages, soups, bread and rolls, breakfast items, sandwiches, specials, grill items, etc. Summarize the total number of different items in each category for the complete menu cycle.
- (2) The Embassy offers general guidance to prospective licensees about the menu and operations we would ideally like to see. Successful cafeterias at U.S. Embassies abroad offer limited

menus with both American and local dishes. Buffets and large menus are unlikely to be profitable for the vendor.

The Embassy recommends that vendors submit a menu with approximately five to seven items with traditional American, and five to seven items on traditional Sudanese dishes. The daily specials menu should include at least one American dish, one Sudanese dish, and one vegetarian dish. The Embassy also notes that local employees are sensitive to price. Sudanese dishes should be affordable for local employees.

Offers must compile a menu of items including all the items listed below, noting prices and portion sizes. For example:

1.	Brewed coffee	125 Milliliters	5 pounds
2.	Fresh Orange Juice	250 milliliters	10 pounds
3.	Cheeseburger with Bun	110 grams beef	15 pounds

No set menu format is required.

Required Dishes (other dishes may be included) a combination of which to be offered three (3) times per week.

- Assorted pastries and cookies
- Omelets & eggs
- Breakfast meats such as beef or chicken sausage, turkey ham and beef bacon
- Toast, bagels, and croissant
- Pancakes and oatmeal
- Meat and cheese sandwiches made to order
- Freshly prepared soups
- Hamburgers and cheeseburgers
- Hot dogs on buns
- Grilled, fried or broiled meats such as chicken and beef
- Grilled, fried or broiled fish
- Spaghetti and other pastas
- Pizza served as whole or individual slices
- Foul
- Falafel
- Shawarma
- Dammah with beef, chicken, or fish
- Beef, chicken, or fish curry
- Shish Tawook
- Shish Kebab
- A variety of fresh vegetables salads
- Servings or pieces of fresh fruit
- Snacks such as chips, waffles, chocolate bars

Beverages (other drinks may be included)

- Coffee/Tea, including espresso, cappuccino (coffee machine provided)
- Freshly Squeezed Orange and Grapefruit Juices
- Bottled water
- Bottled Juice
- Soda drinks such as Coca Cola, Sprite and Fanta to include the diet alternatives
- Karkade/Lemon Juice

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

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

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

D. Additional Procedures

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

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

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

E. Site Visit and Conference. The Embassy will arrange for a site visit and conference on **Sunday, 10 January 2016 at 15:00 hours.** Interested parties should register by sending an email to [KhartoumProcurementDL@state.gov](mailto:KhartoumProcurementDL@state.gov) and provide the names of the people that will attend. 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 to [KhartoumProcurementDL@state.gov](mailto:KhartoumProcurementDL@state.gov) at least two (2) 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 and samples testing, without any negotiations, or oral presentations. Therefore, tenders should be submitted on the most favorable terms possible.