

COVER LETTER

Rio de Janeiro, October 04, 2019

To All Prospective Offerors:

Enclosed is an Invitation to Tender for a licensing agreement for Operation of Cafeteria Services at American Consulate Rio de Janeiro. Enclosure 1 consists of the proposed Licensing Agreement, which would be executed between the Consulate 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 Consulate 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:

Alice Caruso
Avenida Presidente Wilson 147
Rio de Janeiro, RJ CEP 20030-020
RioProcurement@state.gov

ALL TENDERS MUST BE RECEIVED BY THE AMERICAN. CONSULATE NOT LATER THAN **17:00 RIO DE JANEIRO TIME, ON FRIDAY OCTOBER 18, 2019.** 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:

RioProcurement@state.gov – Subject Licesing Agreement

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 **Thursday, October 10 at 14:00**. 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,

Alice Caruso
Licensing Officer

LICENSING AGREEMENT

I. GENERAL

A. Purpose. The purpose of this Agreement is to provide a license to the Licensee to operate a cafeteria on the premises of the Licensor. For the purposes of this agreement, the American Consulate in Rio de Janeiro, is the Licensor and _____ is the Licensee. The term “parties” means the Licensor and Licensee. No United States Government funds are obligated under this agreement.

B. Description of Cafeteria Operation. The Licensee shall establish and operate the food service facilities for the purpose of dispensing food, nonalcoholic beverages 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 by the parties. Extensions will be granted in one year periods, not to exceed 4 additional periods under this original agreement. Extensions to this agreement may be contingent upon a satisfactory customer service survey score by Licensor’s employees about the Licensee’s food and services. 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 and safety 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
7. Safety requirements

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

(3) The Regional Medical Officer (RMO), the Licensor's Technical Representative and/or professional health and food service inspectors shall perform periodic inspections to assure compliance with Agreement requirements and industry standards.

VI. TERMINATION

This Licensing Agreement may be terminated by written notice, issued by the Licensing Officer, when it is in the best 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 Consulate-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 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 Consulate. Licensee employees must use politeness and courtesy when dealing with Consulate personnel. Each Licensee employee must follow any applicable Consulate rules regarding access to and presence in the premises. 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 Consulate Buildings, Equipment, and Grounds. The Licensee shall use reasonable care to avoid damage to American Consulate 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 American Consulate 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, 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 250 employees who will be occupants in Consulate Rio de Janeiro.

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 at the first floor of the Consulate building and consists of a dining room and a food preparation area. The food preparation area consists of a kitchen, pantry, locker room, and handwashing station.

B. Seating. Seating is available for sixty-four (64) persons in the dining room.

C. Performance History. Lunch and breakfast specials make up the greatest share of sales. In August 2019, the Consulate conducted a survey of employees and the solicitation document for this agreement reflects the preferences and requests of specific types of food the Consulate employees prefer to be made available for breakfast and lunch on a regular basis. This information was included in the solicitation document in order to allow the Licensee to attract a larger clientele. If this agreement is extended pursuant to Section IIB of the licensing agreement, the Licensor reserves the right to adjust the types of food or service requested based on more recent survey results.

III. HOURS OF SERVICE

A. Schedule. Service is required Monday through Friday from 7:00am-3:00pm. The Cafeteria will be closed on official Consulate holidays. Holiday schedule for calendar year 2020 is shown in Exhibit C.

B. Schedule Modifications. The Licensor may change the hours and days of operation to be consistent with changes in Consulate policy. Licensee requests to modify hours or days of service shall be submitted to the Licensing Officer for approval at least five working days before required modifications. In addition to routine service, the Licensee may also be approached by employees within the Consulate to cater evening meals, weekend events, luncheons, and special events. All events held on the Consulate compound must be approved by the appropriate office(s), and the Regional Security

Officer (RSO). Any agreement to use US Government money to purchase food and/or beverages from the Licensor must be approved by the Contracting Officer at post unless representational funds will be used.

IV. RESPONSIBILITIES OF THE LICENSEE

A. General. The Licensee shall provide prompt, efficient, and courteous service, and avoid undue interference with the operation of the Consulate while service is provided. The Licensee shall obtain licenses and permits and observe all applicable building, health, safety, sanitary, and other regulations and laws. The Licensee shall:

- employ sufficient and suitable personnel;
- secure and maintain insurance;
- maintain records;
- submit reports; and,
- observe other Agreement requirements.

The Licensee shall pay and all 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 Consulate. 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 Consulate to guests and employees. Space, facilities, and equipment provided by the Consulate 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 and shall conform to the preferences communicated by the Licensor/Consulate employees. 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 Brazilian business cafeterias. The Licensee shall plan and advertise advance weekly menus through various media, in addition to posting daily menus near the service counter.

D. Equipment and Utensils Provided by the Licensee. The Licensee provides all required equipment, flatware, china and glasses. 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.
- (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) Licensee will adhere to the following cleanliness and sanitation standards:
 - Recording, in writing and in a place that is visible to any of the Licensor's inspectors, the temperature two times per workday of the refrigerated areas (freezer and refrigerator)
 - Label foods with their creation/packing date and their disposal date in accordance with local laws and guidelines
 - Maintain the cleaning schedule found in Section J3(a) below
 - Comply with all applicable local laws and regulations regarding safe food handling, including training certification

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/Consulate and is not entitled to any rights nor benefits of the Licensor/Consulate.
- (3) Licensee employees must be approved by Consulate 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 Consulate.
- (4) The Licensee shall employ a full-time manager unless the Licensee is an individual.

- (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 safety, 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.
- (12) The Licensee shall adhere to all Brazilian labor and employment laws of Licensee's staff.
- (13) The Licensee shall comply with all Brazilian laws, rules, and regulations regarding the safe and sanitary handling of food and safety procedures in the workplace.
- (14) The Licensee shall provide all required chemical and safety training for its personnel. This includes, but is not limited to: providing Personal Protective Equipment (PPE) for its personnel, and ensuring all employees are trained in how to handle chemicals in accordance with the SDS (FISPQ in Brazil), and that no chemicals used on Licensor's premises violate the SDS/FISPQ.
- (15) The Licensee shall maintain current records on site of its employees' training and certification and general compliance with local Brazilian and USG rules and laws that relate to safety, chemical, health, and employment standards and any other trainings or certificates that are produced as a result of the Licensee's work on the Licensor's premises. The Licensee shall produce these records if requested by the Licensor.

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 the preventive maintenance and repair of the equipment and the items listed in Exhibit B. The Licensee shall submit a work order to the Licensing Officer on the Consulate's standard form for all repair requests.

J. Cleaning and Janitorial Services.

(1) The Licensor shall provide all cleaning supplies and equipment found in Exhibit B. Supplies are requested through the Licensing Officer on the Consulate'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 and Service Facilities and Dining Halls

(i) Immediately (after use of item):

- Microwave: Clean spills and splashes
- Ovens: Clean spills immediately
- Can openers: clean and sanitize after each use
- Carts and Transport Equipment: clean spills and splashes immediately
- Coffee and Tea Brewing: clean spills and splashes immediately; rinse baskets, urns, and pots after every use
- Employee areas: clean and sanitize tables after every use
- Floors: clean spills immediately
- Kitchen Walls: clean splashes immediately
- Work Tables and Countertops: clean and sanitize countertops and shelves after each use

- Pulpers, Blenders: clean spills and splashes immediately
- Cooking Stove: clean spills immediately
- Reach-in refrigerator: clean spills immediately
- Sinks: clean and sanitize sink interiors after each use
- Steam Jacketed Cooking Vessels: clean and sanitize inside surfaces after each use; disassemble, clean and sanitize spigots and valves after each use
- Steam tables: clean spills immediately
- Hot holding and proofing cabinets: clean spills immediately

(ii) Daily:

- Ice Machine: Clean doors, gaskets, and exterior surfaces
- Microwave: clean and sanitize interior surfaces; disassemble, clean and sanitize fan shield tray; clean outside surfaces
- Office Areas: sweep and mop; clean work surfaces
- Carts and Transport Equipment: clean and sanitize shelves and racks
- Coffee and Tea Brewing: disassemble, clean, and sanitize spray heads and spouts daily
- Deep Fryer: clean outside surfaces; clean and filter grease
- Dishwashing machine: clean doors, gaskets, and surfaces
- Floors: sweep as needed at end of shift; damp mopping as needed at end of shift; scrub at closing
- Kitchen Walls: wash walls in prep and cooking areas at closing
- Work Tables and Counter Tops: clean and sanitize countertops and shelves at end of day
- Pulpers, Blenders: clean and sanitize all exposed surfaces
- Cooking Stove: clean and sanitize all work surfaces at end of shift
- Sinks: clean exterior surfaces and backsplash at end of shift
- Steam Tables: clean and sanitize interior surfaces and racks
- Garbage Cans: scrub clean and sanitize cans with hot water and detergent
- Griddle, Chargrill, Broiler: clean brush and grill surfaces as needed at end of shift; clean surrounding surfaces and grease tray at end of shift; clean cooking surface and backsplash daily at closing
- Hot holding and proofing cabinets: clean interior surfaces and racks; clean exterior surfaces

- (iii) Weekly:
- Ovens: clean interior surfaces and racks
 - Carts and Transport Equipment: clean and sanitize supports and exterior
 - Coffee and Tea Brewing: clean and brush urn, pots and baskets using a manufacturer recommended cleaner
 - Deep Fryer: boil out fryers
 - Dishwashing: disassemble and clean
 - Employee areas: clean employee lockers and storage areas
 - Work Tables and Counter Tops: clean legs and supports; empty, clean and sanitize drawers
 - Cooking Stove: disassemble burners, clean catch trays
 - Reach-in refrigerator: clean doors, gaskets, and outside surfaces; empty, clean and sanitize
 - Walls: wash
 - Shelves: clean and sanitize; wash tops of shelves, cabinets, and ice machine
 - Sinks: clean legs and supports
 - Griddle, Chargrill, Broiler: disassemble and clean burners and trays
- (iv) Monthly:
- Ice Machine: drain ice, clean and sanitize interior surfaces; flush ice-making unit
 - Light fixtures: clean shields and fixtures
 - Freezer: clean
 - Steam tables: de-lime
 - Walk-in refrigerator: clean fans
 - Grease traps: pump out and clean
- (v) Quarterly.
- Strip and wax all resilient tiles.
- (vi) Semi-annually.
- Perform cleaning of exhaust hoods.
 - Clean all fans and ventilators.
- (vii) Special:
- Food mixers, Slicers, Processors: disassemble, clean and sanitize equipment parts, surfaces and work tables after each use or between each product change

(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.

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, Consulate 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: Patrons will pay in Reais. The Consulate will make no payments to the Licensee. A running tab will be maintained for those patrons who wish to pay their bills on a weekly basis.

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 Licensor's 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 a period of up to five years the right to establish, manage, and operate a cafeteria in the American Consulate 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 Licensee's staff with fire safety training and training on safe and acceptable use of the combined oven. 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;
- walls and ceilings; and
- maintenance of the combined oven.

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. The Licensor will clean the ventilation ducts at least semi-annually, or more frequently as needed.

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 Consulate employees. The Licensor may regulate patronage from other sources.

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

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

VIII. DEFINITIONS The following definitions pertain to this Agreement.

A. American Consulate Rio de Janeiro: American Consulate Rio de Janeiro is interchangeable with "Licensor" and "The Consulate."

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

C. Cafeteria Committee: A committee of Consulate 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 Consulate. “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 Consulate.
- G. GSO: General Services Office of the AMERICAN Consulate.
- H. RMO: Regional Medical Officer.

EXHIBIT B**LICENSOR-FURNISHED EQUIPMENT/MATERIALS**

Item	Quantity	Estimated Value of Property (USD)	Estimated Total value (USD)
Industrial Ice maker Everest	1		\$ -
4 doors commercial refrigerator Kofisa	1		\$ -
Refrigerator/Freezer Gelopar	3		\$ -
Microwave oven Panasonic	2	\$ 525.00	\$ 1,050.00
Coffee machine Universal	1	\$ 388.01	\$ 388.01
Orange juicer Croydon	2	\$ 879.00	\$ 1,758.00
Metal office table with glass top, rectangular	2	\$ 558.90	\$ 1,117.80
TV Monitor, color, 40 inch - Sony	2	\$ 430.00	\$ 860.00
Cold buffet Jabur	2		\$ -
Warm buffet Jabur	2		\$ -
Industrial dish washer Netter - NT 300 3T	1	\$ 6,877.27	\$ 6,877.27
Dosimeter for dishwasher	1	\$ 147.50	\$ 147.50
Glass door refrigerator Gelopar	2		\$ -
Mixer Croydon	1		\$ -
Mixer Poli	1		\$ -
Small griddle Croydon	1		\$ -
Electric water heater Aquatec 200L	1		\$ -
Meat grinder Skymesen	1		\$ -
Combined oven Rational 10 GN	1	\$ 8,974.08	\$ 8,974.08
Stainless steel table for combined oven	1	\$ 472.50	\$ 472.50
4 burners stove + oven - PPIENK	1	\$ 1,954.73	\$ 1,954.73
Fryer Croydon	1		\$ -
Waffle maker Croydon	2	\$ 1,399.00	\$ 2,798.00
horizontal counter refrigerator PPIENK	2	\$ 1,824.31	\$ 3,648.61
			\$ 30,046.50

EXHIBIT C

HOLIDAYS SCHEDULE

Holidays

The Cafeteria will be closed on the following official holidays observed by the American Mission, Brazil, in Rio de Janeiro for 2020. Each year the Licensor will provide similar listing of holidays.

<u>Date</u>	<u>Day</u>	<u>AMERICAN. Holiday</u>	<u>Local Holiday</u>
January 01	Wednesday	New Year's Day	
January 20	Monday	MLK, Jr's Birthday	St. Sebastian
February 17	Monday	Washington's Birthday	
February 24-26	Monday-Wednesday		Carnaval
April 10	Friday		Good Friday
April 21	Tuesday		Martyrdom of Tiradentes
April 23	Thursday		Saint Jorge Day
May 1	Friday		Labor Day
May 25	Monday	Memorial Day	
June 11	Thursday		Corpus Christi Day
July 03	Friday	Independence Day	
September 7	Monday	Labor Day	
October 12	Monday	Columbus Day	Our Lady Aparecida
November 2	Monday		All Souls Day
November 11	Wednesday	Veterans Day	
November 15	Wednesday		Proclamation of Republic
November 20	Friday		Zumbi dos Palmares
November 26	Thursday	Thanksgiving Day	
December 25	Friday	Christmas Day	

**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 **Friday, October 18, 2019 no later than 17:00 Rio de Janeiro Time** to:

Alice Caruso
Avenida Presidente Wilson 147
Rio de Janeiro, RJ CEP 20030-020
RioProcurement@state.gov

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

Part I - General Information

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

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

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

Part II – Performance Required

(a) Menu cycle and variety.

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

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

- Consulate surveys have indicated a preference for the following meals and snacks for breakfast and lunch:

Breakfast pastries	Coffee/Tea Cappuccino	Salad Bars
Omelets & Eggs	Pão de Queijo	Tapioca
Pancakes	Hamburgers	Low Fat options
Build Your Own Sandwiches	Brazilian Food	Fresh Fruit
Italian/Mediterranean Foods	Arabic/Middle Eastern Foods	
Pre-made/“grab and go” options	Sandwiches	
Low Sugar/No Sugar Desserts		

- Consistently the Salad Bar is a primary item wanted in the Cafeteria.
- Establishing a menu line with sufficient variety, quality of food, and competitive pricing may increase the number of patrons to the cafeteria.
- Vendors are requested to submit information about their food packaging, utensils, and materials used by customers. Please note that the Consulate community has expressed a preference for eco-friendly, biodegradable/recycleable materials.
- The Consulate employees have also expressed a preference for a “carrinho” to pass through the Consulate at least once per day. If this is a service you can provide, please specify what type(s) of food/beverage you can offer and how often.
- If vendors are able to provide a “quentinha” option, please provide sample menus and prices.

(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. The Consulate employees have expressed a preference for “por kilo” pricing and that pricing be competitive with local businesses.

(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.

(e) Personnel. Please provide a proposed staffing pattern for your personnel at the cafeteria (number of people and tasks they will complete).

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 Consulate will arrange for a site visit and conference on **October 10, at 14:00**. Interested parties should register **sending Full Name, ID number to RioProcurement@state.gov until October 07, 2019 at 15:00**. 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 Consulate 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.