

COVER LETTER

March 27, 2008

**U.S Embassy Kabul
Great Masoud Road
Kabul, Afghanistan**

To All Prospective Offerors:

Enclosed is an Invitation to Tender for a licensing agreement for Operation of its two Cafeterias and convenience stores at American Embassy Kabul, Afghanistan. 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

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:

Gregory C. Randolph
American Embassy Kabul
Great Masoud Road
Kabul, Afghanistan

ALL TENDERS MUST BE RECEIVED BY THE AMERICAN EMBASSY NOT LATER THAN April 30, 2008, 14:00. 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 individuals:

Abdul Rashid Fahim
Procurement Supervisor
Phone #: 0700-108201

OR

Gregory C. Randolph
General Services Officer/Licensing Officer
0700-108506

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 April 15, 2008 at 10Am. 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,

Gregory C. Randolph
Licensing Officer

U.S. Embassy Kabul

Great Massoud Road
Kabul, Afghanistan

Invitation for Proposal

Operation of Two Cafeteria Services
at U.S. Embassy Kabul

LICENSING AGREEMENT

I. GENERAL

A. Purpose: The purpose of this Agreement is to provide a license to a “Licensee” to operate two cafeterias on the premises of the Embassy Compound. For the purposes of this agreement, the American Embassy Kabul, is the Licensor and [Note: new Licensee will be included her at time when this Licensing Agreement is signed by the Licensee. The term “parties” means the Licensor and Licensee. No United States Government funds are obligated under this agreement.

B. Description of the Two Embassy Cafeterias and Convenience Store Operation: The Licensee shall establish and operate the food service facilities (two cafeterias and a convenience store) for the purpose of dispensing food, beverages and such other items as may be authorized by the Licensor under this Agreement. Cafeteria operation includes onsite meals, food, cafeteria equipment and operation, and event catering. See Section III and 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 for one year from the date when Licensing Agreement is signed. [Note: The actual term (from MM/DD/YYYY to MM/DD/YYYY) dates will be inserted at the time the Licensing Agreement is signed.

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 and signed by both parties.

III. SPECIFICS OF CAFETERIA OPERATIONS

A. Operations of Embassy & Café Side Cafeterias: Cafeteria operations, including details of each party’s responsibilities, are set forth in Exhibit A to this Agreement.

B. Onsite Meals:

(1) The Licensee shall provide onsite meals, catering and associated cleaning-up services for three hot meals per day, seven days per week. Onsite meals shall include informal cookouts or dinners for tenant parties. The Licensee shall maintain sufficient reserves to ensure continuous service, minimum of one week food reserves.

(2) The menu planning shall provide for U.S/Western standard double entrée concept with appropriate non-alcoholic drinks (juice, milk, coffee, soda, etc.). Each weekly menu shall be provided to the Embassy community by email one to three days before the start menu implementation. The Licensee shall post weekly menus on a bulletin board in the front entrance to inform Embassy customers of weekly meals. Beer and wine may be served with meals to non-military clientele.

(3) The Licensee shall provide snacks, sandwiches and beverages between the hours of 0630 and 2000 daily at a reasonable cost and **shall also provide grill services during those hours on Fridays and Saturdays.** Specialty Coffee shall be sold to customers from 0630 to 2000 daily at the Coffee Bar. **Tea and coffee shall be provided free of charge.** Snacks shall include uncut fruits, baked products (i.e., cookies, muffins), bagged chips, or other food products that can be carried away.

(4) The Licensee shall provide a system to allow compound tenants to provide comments and suggestions concerning quality of food and service. This system at a minimum shall consist of a station inside the cafeteria with a suggestion box, paper, and pencils. The Licensee shall use this suggestion box as a quality control indicator and present the information and comments to the Embassy Community (EC) for review and possible changes in the menu.

(5) The Licensee shall offer catering services to the EC that includes providing food products, supporting paper ware (cups, plates, plastic ware, and napkins), and delivery to compound tenants for social events. When these social events involve small office parties and cookouts located outside at Embassy common cookout or picnic areas, the Licensee is also responsible for clean-up and pickup of any cafeteria receptacles. The Licensee shall provide catering services to compound tenants when requested at least 24 hour in advance. The Licensee shall be responsible for the following:

- a. Work with GSO Property Mgmt to reserve special tables and other needed items for special events*
- b. Meet with the Community Liaison Officer (CLO), GSO either separately or as a group during the first trimester of the license agreement*
- c. Keep the community informed when special events and or dinners are being offered. Inform the community when supply problems or other related service issue arise. This information should be sent directly to the CLO for publication as well as sent to the Management Officer.*
- d. Ensure the customer suggestion box is used in an appropriate manner for service upgrades and comments.*

B. Produce (Vegetable Market)

The Licensee shall operate weekly vegetable market that sells fresh fruit, vegetables, eggs, cheese, breads, seasonings, and other cooking aids once a week on Thursday afternoon from 5 – 8 pm.

C. Offsite Meals:

The Licenses shall offer meals that can be taken out during the normal serving times and upon request, when 24 hour notice is provided.

D. Food:

(1) The Licensee shall obtain all food products from appropriate sources that meet U.S. Department of Agriculture standards. Sources may be from local areas and neighboring countries. Perishable food products that cannot meet US standards (i.e., milk from Western Europe, regionally grown fruits and vegetables) may be used if approved by the EMBASSY COMMUNITY. The Licensee shall maintain all appropriate refrigerated shipping for food products. Perishable food products stored beyond their recommended time limits shall be properly disposed of and not served to the compound tenants.

(2) The Licensee shall provide continuous monitoring of all food preparation. The Licensee shall maintain the appropriate level of sanitation, disposal, and overall hygiene in effort to eliminate any contamination of food products.

E. Cafeteria Equipment and Operations:

(1) The Licensee shall provide all pots, pans, bake ware, knives, cutting boards, small appliances and food preparation equipment, cooking utensils, serving dishes, plates, cutlery, and trays. A list of Government Furnished Equipment such as major appliances is in Exhibit B (**UPDATE WITH CURRENT LIST OF EQUIPMENT IN EMB AND CAFÉ CAFETERIA**) for the Embassy and Café' side cafeterias. Meals served in the cafeteria shall be served with melamine or china plates, ceramic or glass coffee mugs for hot beverages, metal silverware, and plastic or glass glasses for cold beverages. The Licensee shall also provide paper or plastic products for personnel to take out meals and beverages.

(2) The kitchen and serving equipment shall be properly cleaned and maintained. For example, all pots, pans, cooking utensils, and small appliances shall be scrubbed and cleaned to bare metal or manufactured finished with no buildup of grease or food residue. Any utensil, pot or pan with damaged sharp edges or loose handles shall be replaced or repaired to eliminate any safety or cutting hazards. Faulty appliances with worn components or loose/exposed wiring shall be repaired or replaced (appliances provided by the U.S. Government shall be repaired or replaced by the U.S. Government; appliances provided by the Licensee shall be repaired or replaced by the Licensee). The Licensee will not serve food on china with large or sharp chips that exceed V2 of an inch, or beverages in stained or deeply scratched plastic or glass glasses, or supply deeply scratched, bent, or dull silverware. This damaged china, glassware, and silverware shall be discarded and replaced at the expense of the Licensee.

(3) The Licensee is responsible for daily cleaning operations to include major equipment, kitchen, inside and outside dining areas, storage facilities, and exterior of the building to ensure high level of sanitation. See Exhibit A Section I for details. Major equipment includes stoves, ovens, refrigeration equipment, dishwashing machine, and serving stations that were installed with the cafeteria during the construction phase. The Licensee is responsible for developing a daily and weekly cleaning schedule that minimizes buildup of food and grease on both internal and external components of the equipment. The U.S. Government will provide preventive maintenance service for equipment provided by the U.S. Government. The Licensee will provide preventive maintenance service for equipment provided by the Licensee.

F. Event Catering:

The Licensee shall provide services for catering special events. These events include dinners in the cafeteria for VIP personnel during non-meal times and buffets for special conferences or formal events in the office buildings or residences or cookouts located outside at Embassy common picnic areas. The Licensee is responsible for clean-up and pickup of any cafeteria receptacles used to support these catering events. *The Licensee shall provide catering services to compound tenants when requested 24 hour in advance.*

(1) Formal Dinners. The U.S. Government may schedule formal dinners for visiting VIP personnel or for special holiday events in the cafeteria. The Licensee shall be required to provide this meal in addition to the normally scheduled meal. The Licensee shall use glassware and good quality china and silverware for these events. The U.S. Government may also request linen (tablecloths and napkins) for these events. The Licensee shall provide menu options to the U.S. Government. Overall quality of food shall be the same as that served during normal meals. These events may or may not require food to be served, either buffet-style or on individual plates. However, the Licensee is expected to provide a higher level of presentation than in the cafeteria.

(2) Meetings. The U.S. Government may schedule important meetings and official events in the office buildings or residences within the compound. These meetings or events may require buffet-style services. These services may include coffee, tea, and pastries for a group of 10 to 30 people for a conference or presentation. Other buffet services may be needed for afternoon or evening meetings that may require small appetizers, juice, and coffee. When directed by the EMBASSY COMMUNITY, the Licensee shall provide and deliver the requested beverages, buffet-style food products, supporting paper ware (cups, plates, plastic ware, and napkins), and containers to support these meetings and official events. The U.S. Government shall sign for these services and return the containers back to the Licensee.

G. Commissary:

The Licensee shall operate a small commissary of liquor, soft drinks, toiletries, and snack items in an appropriate structure approved by RSO and provided by the Licensee. Sales may include the sale of alcoholic beverages in bulk to nonmilitary Mission personnel. The provision of this paragraph in the Agreement to operate a commissary may be deleted from subsequent renewals of the Agreement to operate the cafeteria, upon the direction of the Embassy.

IV. PRICING AND INVOICING

A. Pricing. All meals and food and beverage items shall be paid for by the customer. The U.S. Government expects that a normal menu for three meals including one beverage per meal (but not including extra beverages and snacks) shall not exceed U.S. \$18.00 per person per day. The Licensee shall provide a cashier, cash for change, and a transparent charge or pay-in-advance system of collecting money from each customer.

B. Billing.

(1) For routine meal service, the Licensee shall operate on the proceeds of cash received from customers. The Embassy will pay no additional surcharge or management fee.

(2) For special events such as those listed in Section III E, the Licensee shall present a bill to the sponsoring office, which will pay the bill in cash. Outstanding charges for special events should be brought to the attention of the EMBASSY COMMUNITY.

V. 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 (OSO) will provide inventory control of Licensor-furnished property. The Regional Security Officer (RSO) is responsible for the security of the compound. 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.

VI. 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 cafeteria and commissary 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 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.

VII. 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.

IX. 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 thirty (30) 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. The Licensee's failure to take adequate care causes 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 cafeterias. 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.

X. 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.

IN WITNESS WHEREOF. The parties have executed this license Agreement

Gregory C. Randolph D/GSO
Licensing Officer, U.S. Embassy, Kabul

Date

Licensee's Authorized Representative
Licensee:

Date

LIST OF EXHIBITS

EXHIBIT A:

Performance Required under the Licensing
Agreement

EXHIBIT B:

Licensor-Furnished Property

EXHIBIT A

PERFORMANCE REQUIRED UNDER THE LICENSING AGREEMENT

1 SCOPE OF WORK

The Licensee shall establish and operate the food service facilities shown in Section II below, for the purpose of dispensing food, beverages and such other items as may be authorized by the Licensing Officer under this Agreement. The cafeterias are to be operated for the benefit of approximately 400 American employees who will be occupants in the Embassy Kabul compounds.

Residents of both Masood Road compounds may use the services of the Licensee; therefore, the number of employees frequenting the cafeteria that is the subject of this Licensing Agreement cannot be precisely determined. 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 (Embassy and Café Locations)

Dining Facility (Embassy Side). The dining facility is located near the center of the primary Embassy compound in a newly-constructed Recreation Center that includes a dining room and a food preparation area. The dining room is approximately 140 square meters. The food preparation area is approximately 54 square meters, plus approximately 40 square meters of various storage spaces and 25 square meters of receiving and waste disposal areas. The dining facility is adjacent to a swimming pool facility that includes some tables and chairs.

A. Seating. Seating is available for 100 persons in the dining room.

B. Outside Dining Area. Immediately to the west of the dining facility is the swimming pool facility, where people may dine, approximately 100 square meters with seating for approximately 32 persons.

C. Storage and Office. The following facilities are provided:

- 10 square meters configured as an on-site manager's office with internet connection and workstation.
- Approximately 40 square meters of storage space in the building for beverages, dry, and cold storage.

D. Performance History. Lunch makes up the greatest share of sales, about 20% more than breakfast or dinner, which are about equal.

Dining Facility (Café Side). The dining facility is located almost in the center of the Café' side compound and it includes a dining room and a food preparation area. The dining room is approximately 179 square meters. The food preparation area is approximately 89.7 square meters.

B. **Seating.** Seating is available for 90 persons in the dining room.

C. **Outside Dining Area.** The outside dining area is approximately 108 square meters with seating for about 24 persons.

D. **Storage and Office.** The following facilities are provided:

- 12 square meters configured as an on-site manager's office with internet connection and workstation.
- 14.82 Cold Storage in food preparation area
- Two outside containers that are 28.75 and 10 meters of dry storage.
- Two small retail stores – 12 meters and 23 meters
- Two outside containers that are 21.5 and 10 meters of cold storage

E. **Performance History.** Lunch makes up the greatest share of sales, about 20% more than breakfast or dinner, which are about equal.

The Embassy believes a varied menu serving food for American patrons, with a weekly special of ethnic (Mexican, Indian, Chinese, etc.) foods, will attract a larger clientele.

III HOURS OF SERVICE

A. **Schedule.** Service is required from 0630 to 2000 for both Dining Facilities. The Embassy and Café' Cafeterias will be open 365 days per year.

B. **Schedule Modifications.** The Licensor may not change the hours and days of operation without prior approval from the Licensing Officer. 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 temporary compound to which non-Embassy employees are invited 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;
- secure and maintain insurance;
- maintain records;
- submit reports; and,
- observe other Agreement requirement

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 two cafeterias 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. Tea and coffee shall be provided free of charge. See Section IV of the Agreement for more information on pricing. 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 advertise advance weekly menus through various media, in addition to posting 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.

(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 all required equipment, flatware, china and glasses. Exhibit B provides a detailed list of the cafeteria's Licensor-provided inventory. The Licensee may provide additional equipment if desired.

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 the 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, whichever is more frequent. The result of these exams (see below) 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 or benefits of the Licensor/Embassy.

(3) Licensee employees must be approved by Embassy security before working under this Agreement. The Licensee shall furnish personal history forms of all employees the Licensee proposes to work under this Agreement. These forms are available from the Embassy.

(4) The Licensee shall 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. Embassy-issued identification badges shall be displayed at all times while on Embassy property.

(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. The Licensee's employees will participate in security, bomb, and fire drills as required.

(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. Trash shall be disposed of in the designated central collection area. 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. Any request or program to exterminate rodents or pests must be approved in advance by the FMM. Pesticides may not be applied without prior approval of the FMM.

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

J. Cleaning and Janitorial Services.

(1) The Licensee shall provide all cleaning supplies and equipment. Before beginning work, the Licensee shall submit to the FMM the Manufacturer's Safety Data Sheet (MSDS) of any materials proposed for use in connection with the work of this Agreement. If the MSDS is not available to the Licensee, the Licensee shall submit the brand names and manufacturer. The FMM may reject any material that would be unsuitable for the purpose or harmful to the surfaces to which it is to be applied.

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

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

(a) Food and Service Facilities and Dining Halls

(1) Daily and After Each Meal

Inside and Outside Furniture: Clean and sanitize after each meal.
Inside Floors: Sweep after each meal. Clean at end of day.
Outside ground area: Pick up debris prior to and after each meal.

Cold drink dispensers/ice cream machines: Clean and sanitize
Garbage: Remove after each meal
Food Serving area: Clean and sanitize after each meal
Table cloths, when used: Replace after each meal

(2) Weekly

Floors: Clean and sanitize weekly
Walls: Clean weekly.
Windows: Clean weekly

(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.
Crocery: Clean and sanitize after each use.

(2) Daily Basis:

Refrigerator: Clean floors and shelves daily.
Chillers: Clean and sanitize floors daily.
Freezers: Clean and sanitize floors daily.

(3) Weekly:

Walls: Clean weekly
Windows: Clean weekly.
Refrigerator: Sanitize weekly.
Clean hoods and filters in kitchen.
Freezers: Clean and sanitize shelves weekly.
Cooker Exhaust System: Check/clean at a minimum once a week.

(4) Monthly:

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.

c) Storage Facilities and Change Room

(1) Daily

Floors: Clean and sanitize at end of day

Toilets: Clean and sanitize twice a day

Wash basins: Clean and sanitize twice a day

Showers: Clean and sanitize at end of day

(2) Weekly:

Clean walls

(3) Monthly:

Check air conditioning and freezing units

d) Grounds

Daily:

Pick up loose trash around all facilities for a distance of 5 meters, including around outside trash bins, storage containers, change room, and at rear of kitchen.

(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, 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 is not 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 FMM and RSO 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 U.S. Dollars. The Embassy will make no payments to the Licensee. A running tab will be maintained for those patrons who wish to pay their bills on a monthly basis. See also Section IV B of the Agreement for a description of billing procedures.

P. Inventories:

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

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

V. RESPONSIBILITIES OF THE LICENSOR.

A. Agreement to Operate the Facility. The Licensor agrees to grant to the Licensee for one year the right to establish, manage, and operate two cafeterias in the American Embassy to prepare and sell food, beverages and such other products as the Licensor may authorize. This Agreement may be extended for additional one-year periods.

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 operations 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 appliance items.

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 badge Embassy employees, whether permanent or temporary, American or local national. The only patronage allowed from other sources is guests of Embassy employees when accompanied by Embassy employees.

C. Federal Holidays.

Work shall be performed on all Embassy holidays. The cafeteria must be open for three meals a day for 365 day a year.

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.

VI. DEFINITIONS

The following definitions pertain to this Agreement.

A. American Embassy Kabul: American Embassy Kabul is interchangeable with “Licensor” and “The Embassy.”

- B. KEEA: A private welfare and cooperative association of American Embassy employees and their dependents.
- C. Cafeteria Advisory Committee: A committee of Embassy employees formed to represent staff food service interests.
- 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 Service Officer and Licensing Officer for AMERICAN Embassy..
- H. FMM: Facility Maintenance Manager of the American Embassy
- I. RMO: Regional Medical Officer.

EXHIBIT B:

Licensor-Furnished Property

I. Embassy Cafeteria Dining Area

Area: 12.19 by 12.19 meters (148.6 m²)

Property:

- Tables (13), chairs (52), sofas (3), lazy chairs (4)
- Television
- Serving island
- Display refrigerator
- Display freezer
- Juice churners (3)
- Coffee and hot water makers
- Ice machine
- Microwave

Dining Area View 1

Dining Area View 2

II. Preparation Area

A. Main Preparation Area

Area: 12.19 by 4.88 meters (59.49 m²)

Property:

- Deep fryer
- Ranges (2)
- Griddle (2)
- Oven

- Center preparation island
- Industrial cake mixer
- Serving station

Main Area View 1

Main Area View 2

B. Dish Washing & Receiving Area

Area: 12.19 by 2.44 meters (29.74 m²)

Property:

- Dishwasher
- Pot racks
- Sink and counter

C. Primary Refrigerator Area

Area: 12.19 by 2.44 meters (29.74 m²)

Property:

- Refrigerators (4)
- Utility sinks

Primary Refrigeration Area

D. Main Storage

Area: 8.12 by 2.44 meters (68.93 m²)

This area includes a dry storage, refrigeration room, and deep freeze room.

Dry Storage

Refrigeration Room

Deep Freeze

II. Café' Side Cafeteria Dining Area

Area: 12.19 by 12.19 meters (148.6 m²)

Property:

- Tables (16), chairs (90)
- Televisions (2)
- Serving islands (4: 2 hot, 2 cold)
- Display refrigerator
- Display freezer
- Coffee and hot water makers
- Ice machine
- Microwave

Dining Area View 1

Dining Area View 2

II. Preparation Area

A. Main Preparation Area

Area: 89.7 square meters

Property:

- Deep fryer
- Ranges (2)
- Oven (2)
- Hot Cabinet
- Grill
- Microwave
- Mixer for Dough

- Slicer
- Brat Pan
- Toaster

Main Area View 1

Main Area View 2

B. Dish Washing & Receiving Area

Area: 12.19 by 2.44 meters (29.74 m²)

Property:

- Dishwasher
- Pot racks
- Sink and counter

C. Primary Refrigerator Area

Area: 12.19 by 2.44 meters (29.74 m²)

Property:

- Refrigerators (4)
- Utility sinks

Primary Refrigeration Area

D. Main Storage

Area: 8.12 by 2.44 meters (68.93 m²)

This area includes a dry storage, refrigeration room, and deep freeze room.

Dry Storage

Refrigeration Room

Deep Freeze

Tender Preparation Instructions, Evaluation, and Award

I. Instructions on Tender Preparation

A. General Instructions

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 14:00 & April 30, 2008 to:

Gregory C. Randolph
U.S. Embassy Kabul
Great Masood Road
Kabul, Afghanistan

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

- 1) **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.
- 2) **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.

- 3) Other General Company Information: Provide copies of recent health inspections.

Part II – Performance Required

- 1) Menu cycle and variety: 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. Embassy surveys have indicated a preference for cuisine to include:
 - Meat sauce
 - Vegetable sauce
 - Vegetables
 - Rice
 - Bread
 - Soup
 - Drinks
 - Fresh Fruit
- 2) 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.
- 3) Sanitation: Include standards, operating requirements, sanitation training programs, inspection procedures, frequency schedules, and management reports.
- 4) 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

Amendment of Invitation to Tender

If this Invitation to Tender is amended, all terms and conditions not amended remain unchanged.

Media of Tenders

Electronic 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.

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 April 15, 2008 at 10:00Am. Interested parties should register by calling Fahim, Abdul Rashid at 0700-108201 or by email Fahimar@state.gov. 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 on 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.