

## **TABLE OF CONTENTS**

SECTION 1: Licensing Agreement Terms.....	2
SECTION 2: Tender Preparation Instructions, Evaluation of Tenders, and Award Selection.....	7
LIST OF EXHIBITS.....	10
EXHIBIT A: Performance Required under the Licensing Agreement.....	11
EXHIBIT B: Licensor Furnished Property .....	21
EXHIBIT C: Holiday Schedule .....	22
EXHIBIT D: Approved Cleaning Materials .....	23
EXHIBIT E: Cafeteria Plan .....	24
EXHIBIT F: Kitchen Plan .....	25

## SECTION 1

### LICENSING AGREEMENT TERMS

#### 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 US Embassy *Panama* is the Licensor and (*Licensee Name*) 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 of the parties *for periods of one year beyond the expiration date for a total cumulative period of not more than five (5) years.* 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) or Registered Nurse will provide health inspection of the facilities. The Facilities Maintenance Officer (FMO) will supervise the maintenance responsibilities of the Licensor in the cafeteria area. The General Services Officer (GSO) will provide inventory control of Licensor-furnished property. The Inspector(s) may inspect and monitor the services provided by the Licensee.
- D. Authority to Amend the Agreement. In no instance shall the Technical Representative or Inspectors be authorized to amend the Agreement. Only the Licensing Officer may amend the Agreement.

## V. INSPECTION

- A. Responsibilities of the Licensee. The Licensee shall develop and maintain an inspection system intended to ensure quality of service and standards of sanitation and cleanliness. This system shall include written records of inspections made. These records shall be made available to the Licensor upon request.
- B. Rights of the Licensor.
  - (1) The Licensor has the right to inspect the cafeteria premises as well as the actual services provided. This inspection may be made at any time, without prior notice. The Licensor shall perform the inspection in a manner that will not unduly delay the work of the Licensee. These inspections may include, but are not limited to, a comprehensive review of the following:
    - 1. Service quality, attentiveness, courtesy, and similar factors.
    - 2. Food quality, presentation, merchandising.
    - 3. Sanitary practices and conditions.
    - 4. Personnel appearance.
    - 5. Training program techniques, schedules and records.
    - 6. Menu compliance, as indicated in the minimum acceptable menu profile.
  - (2) Premises of the Licensee may be inspected, at no charge to the Licensor. The Licensee shall provide all reasonable facilities and assistance for the safe and convenient performance of these duties.
  - (3) The 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 Embassy-owned and operated facilities to any individual. The Licensee will provide names and biographic data on all personnel (including planned back-up personnel) who will be used on this Agreement at least ten (10) days before 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 carry during the entire period of performance the following minimum insurance:

<b>Comprehensive General Liability</b>	
Bodily Injury	US \$100,000 per person and US \$100,000 per occurrence
Property Damage	US \$300,000 per occurrence
<b>Workers' Compensation and Employer's Liability</b>	
Workers' Compensation and Occupational Disease	Statutory, as required by the Panamanian law

- (3) 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 US Embassy Buildings, Equipment, and Grounds. The Licensee shall use reasonable care to avoid damage to US Embassy buildings, equipment and grounds. If the Licensee's failure to take adequate care results in damage to any of this property, the Licensee shall repair the damage at no expense to the Licensor, as directed by the Licensing Officer.

F. Licensor-Furnished Property.

- (1) The Licensor shall provide the property described in Exhibit B to this Agreement. Delivery of this property is completed when it is made available in the space designated for the Licensee's use in his operation of the cafeteria. The Licensee shall acknowledge in writing to the Licensing Officer receipt of the Licensor-owned equipment listed in Exhibit B.
- (2) Title to all Licensor-Furnished property shall remain with the Licensor. The Licensee shall use the property only in connection with this Agreement.
- (3) The Licensor shall maintain the official property control records of all Licensor-Furnished property.

- (4) Upon taking delivery of the Licensor-Furnished property, the Licensee assumes the risk and responsibility for its loss or damage, except--
  - (a) For reasonable wear and tear; or
  - (b) As otherwise provided in this Agreement.

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

## **IX. DISPUTES**

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

## SECTION 2

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

#### **1. 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 *11 a.m., Wednesday, February 24, 2010 to:*  
*Carolee Cooper*  
*U.S. Embassy Panama*  
*Bldg. 783, Demetrio Lakas Street*  
*Clayton, Panama*
- 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

(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.

- Embassy surveys have indicated a preference for quick and light meals and snacks as:

Donuts & pastries	Grilled Sandwiches
Coffee/Tea/Cappuccino	Fried/Roast Chicken
Salad Bars	Picnic Foods
Hot Dogs	Pastas
Omelets & Eggs	Mixed Grills
Toast/Bagels/Croissant	Cookies & Cakes
Pancakes	Quiches
Hamburgers	Candies
Mexican Foods	Indian Foods
Hot Roast Sandwiches	Veggie/Meat Pies
Chips/Fries	Fresh Fruit
Ice Cream	Vegetarian Foods
Asian Foods	Panamanian Foods
Homemade Soups	Carry Out Cold Sandwiches
Fresh Fish	
Chili	

- Consistently the Salad Bar is a primary item wanted in the Cafeteria.
- Establishing a menu line directed toward traditional *Panama* dishes and priced for *Panamanians* may increase the number of non-US patrons to the cafeteria.

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

- (c) Sanitation. Include standards, operating requirements, sanitation training programs, inspection procedures, frequency schedules, and management reports.
  - (d) Licensee's Maintenance, Use and Inventory Programs. Discuss use and inventory programs for all equipment and supplies used in performance of the Agreement. A preventative maintenance program shall include repairs, replacement, and other capital rehabilitation work.
- D. Additional Procedures
- (1) Amendment of Invitation to Tender. If this Invitation to Tender is amended, all terms and conditions not amended remain unchanged.
  - (2) Media of Tenders. 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 and/or food and 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. Conference. The Embassy will arrange for a site visit on *Tuesday, February 9, 2010*. Interested parties should register by calling *Teresa Guardia at 207-7309*, email [PNMPROCREQ@state.gov](mailto:PNMPROCREQ@state.gov). At that time, the caller will be advised regarding where they shall meet. The site visit is intended to provide interested parties with the opportunity to discuss the requirements of this Invitation to Tender and 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 site visit.

## II. EVALUATION OF TENDERS AND SELECTION FOR AWARD

- A. Evaluation. To be acceptable and eligible for evaluation, tenders must be prepared following the instructions in Section I above and must meet all the requirements set forth in the other sections of this Invitation to Tender. All tenders will be evaluated using the information presented as requested above in Section I.C., "Instructions on Tender Preparation - Contents of Tender".
- B. Selection for Award. Award selection will be based on the best approach, taking into consideration the desire for quality service at reasonable menu prices, in combination with past service quality and experience. The Embassy may award this Agreement solely on the basis of the evaluation of the initial offers, without any negotiations, request for samples, or oral presentations. Therefore, tenders should be submitted on the most favorable terms possible.

**LIST OF EXHIBITS**

- EXHIBIT A: Performance Required under the Licensing Agreement
- EXHIBIT B: Licensor-Furnished Property
- EXHIBIT C: Holiday Schedule
- EXHIBIT D: Approved Cleaning Materials
- EXHIBIT E: *Cafeteria Plan*
- EXHIBIT F: *Kitchen Plan*

## 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 Licensor under this Agreement. This cafeteria is to be operated for the benefit of approximately **300** employees who occupy the US Embassy *Panama*.

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 *New Embassy Compound (NEC) located at Building 783 Demetrio Lakas Street in Clayton, Panama*, and consists of the following:
- *86 square meters of the dining room area*
  - *36.3 square meters of food preparation area*
  - *15.75 square meters of food storage area*
  - *2.4 square meters of food presentation area (i.e. area for salad, buffet, desserts, etc.)*
  - *13.4 square meters of food ordering area*
  - *11.34 square meters of kitchen supervisor office*
- B. Seating. Seating is available for 78 persons in the dining room, *5 tables of 2 seats and 17 tables of 4 seats. The ordering area has no seating capacity; it is approximately 6 meters long; for more or less 10 people on the line (Exhibit E).*
- C. Performance History. Lunch and breakfast specials make up the greatest share of sales. The Embassy believes a varied menu serving food for both U.S./American and *Panamanian* patrons will attract a larger clientele.
- D. Energy Source and Location: *Source of energy for the kitchen appliances is as follows:*
- *Electrical*
  - *No gas*
  - *Hot and cold water available*

### III. HOURS OF SERVICE

- A. Schedule. Service is required ***Mondays thru Thursdays from 6:30 am to 2:30 pm and Fridays from 6:30 a.m. to 1:00 p.m.*** The Cafeteria will be closed on official Embassy holidays. The holiday schedule is shown in Exhibit C.
- B. Schedule Modifications. The Licensor may change the hours and days of operation to be consistent with changes in Embassy policy. Licensee requests to modify hours or days of service shall be submitted to the Licensing Officer for approval at least five working days before required modifications. In addition to routine service, the Licensee may also be approached by employees within the Embassy to cater evening meals, weekend events, luncheons, and special events. All events held on the Embassy compound must be approved by the Technical Representative and the Regional Security Officer (RSO).

### IV. RESPONSIBILITIES OF THE LICENSEE

- A. General. The Licensee shall provide prompt, efficient, and courteous service, and avoid undue interference with the operation of the Embassy while service is provided. The Licensee shall obtain licenses and permits and observe all applicable building, health, sanitary, and other regulations and laws. The Licensee shall:
- employ sufficient and suitable personnel;
  - secure and maintain insurance;
  - maintain records;
  - submit reports; and,
  - observe other Agreement requirements.

The Licensee shall pay each and every fee, cost, or other charge incident to or resulting from operations under the Agreement. The Licensee shall exercise reasonable care in the use of space and Licensor-owned equipment. When the Agreement ends, the Licensee will yield such space and equipment in as good condition as when received, except for:

- ordinary wear and tear; and
- damage or destruction beyond the Licensee's control and not due to the Licensee's fault or negligence.

- B. Service. The Licensee shall operate and manage the cafeteria in the Licensee's name at the Embassy. The Licensee shall remove any soiled dishes, provide clean dishes, and assure that tables and chairs are cleaned before each patron is seated. Dining facilities should leave a favorable impression of the Embassy to guests and employees. Space, facilities, and equipment provided by the Embassy must be consistently maintained in optimum condition and appearance.

- C. Menus.

- (1) The Licensee shall provide a variety of quality-prepared foods and beverages at reasonable prices. The variety and appearance of food in the

cafeteria on each operating day shall be consistent with approved food service standards and comparable for U.S./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, in English and Spanish.

- (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 flatware, chinaware, and glassware. The Licensee provides all carry out items such as plastic flatware, disposable cups and food containers. Additionally, the Licensee also provides any equipment not listed in Exhibit B.

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) Health Exams: The Licensee at his own expense shall have each employee receive the following health exams prior to employment and either yearly or after every trip to home country, which ever is more frequent. The result of these exams will be given to the Embassy's Regional Medical Officer (RMO) or Registered Nurse for review. No employee may work in the Cafeteria without the Embassy Health Unit's approval.
  - (a) Chest x-ray
  - (b) Exam of: Mouth, Lungs, and 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. The Embassy will provide these forms.
- (4) The Licensee shall employ a full-time manager unless the Licensee is an individual. ***The manager shall have a good working knowledge of English.***
- (5) The Licensee's employees shall wear a distinctive item of clothing such as a badge, cap, shirt or 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) Employees of the Licensee shall be fully capable of performing the type of work for which they are employed.
- (7) 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.
- (8) 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.
- (9) 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.
- (10) 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 each day after 3:00 pm; 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 **Licensors** will perform maintenance and repair of the equipment listed in Exhibit B. The Licensee shall submit a work order to the Licensing Officer via email for all repair requests.

J. Cleaning and Janitorial Services.

(1) The Licensee shall provide all cleaning supplies and equipment, in concurrence with Exhibit D.

(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 Licensing Officer the brand names or manufacturer of any materials proposed for use in connection with the work of this Agreement. The Licensing Officer, in consultation with the Embassy's 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) Daily and After Each Meal

- Furniture: Clean and sanitize after each meal.
- Floors: Clean and sanitize after each meal.
- Wash basins: Clean and sanitize after each meal, and change hand towels after each meal.
- Cold drink dispensers: Clean and sanitize daily.
- Garbage: Remove daily.
- Food serving area: Clean and sanitize after each meal.

(b) Kitchens

(i) Daily and After each Meal:

- Food service preparation area: Clean and sanitize after every meal.
- Cookers: Clean after each meal.
- Small appliances: Clean and sanitize after each use.
- Pots and Pans: Clean and sanitize after each use.
- Utensils: Clean and sanitize after each use.
- Crockery: Clean and sanitize after each use.

(ii) Daily Basis:

- Walls: Clean every second day.
- Refrigerator: Clean floors and shelves daily.
- Freezers: Clean and sanitize floors daily.

(iii) Weekly:

- Refrigerators: Sanitize weekly.
- Clean hoods and filters in kitchen.
- Freezers: Clean and sanitize shelves weekly.

(iv) Monthly:

- Exhaust system for cooker: check and clean at a minimum once each month.
- Freezers: Clean and sanitize walls once each month.

(v) Quarterly:

- Strip and wax all resilient tiles.
- Perform cleaning of grease traps.

(vi) Semi-annually:

- Perform cleaning of exhaust pipes.
- Clean the tile walls in kitchen and dining areas.
- Clean all fans and ventilators.

(2) 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, lights and fans turned off, and doors locked when the cafeteria is closed. The Licensee shall secure the cafeteria kitchen keys upon leaving the building. The Embassy Security Office will provide instructions for how accomplish this.
- L. Hazardous conditions. The Licensee shall eliminate unsanitary or hazardous conditions that are dangerous to anyone using the food facility. This shall include any employee, agent or representative to the Licensee, Embassy employee or other patrons of the food service facility for any portion of the facility that is under the jurisdiction of the Licensee.
- M. Liability. The Licensor will not be responsible in any way for damage or loss/occasioned by fire, theft, accident, or otherwise to the Licensee's stored supplies, materials or equipment, or the employees' personal belongings. The Licensee shall report any personal injury or physical damage to the building or equipment resulting from fire or other causes to the Licensing Officer and/or Facilities Maintenance Manager immediately.
- N. Fire and civil defense drills. The Licensee shall notify the fire department and/or Post One in the event of fire. All of the employees of the Licensee shall be organized and trained to participate in fire and civil defense drills including the reporting of fires. This shall be accomplished with the cooperation of the Facilities Maintenance Manager and the Regional Security Officer.
- O. Billing Procedures: Patrons will pay in US Dollars. The Embassy will make no payments to the Licensee.

P. Inventories:

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

V. **RESPONSIBILITIES OF THE LICENSOR.**

A. Agreement to Operate the Facility. The Licensor agrees to grant to the Licensee for **12 months** the right to establish, manage, and operate a cafeteria in the US Embassy Panama to prepare and sell food, nonalcoholic beverages and such other products as the Licensor may authorize.

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

- (1) Make such improvements and alterations as it may deem necessary, including improvements and alterations necessary to conform to applicable sanitary requirements.
- (2) Maintain and repair building structure in areas assigned for the Licensee's use, including:
  - painting and redecoration;
  - maintenance of gas, water, steam, sewer, and electrical lines;
  - ventilation, electrical lighting fixtures (including relamping);
  - floors and floor coverings; and
  - walls and ceilings.

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

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

the Licensee, the Licensor will replace component parts of, and make repairs to such equipment.

- C. Licensor-owned Equipment. Licensor-furnished equipment is listed in Exhibit B only.

## VI. RIGHTS AND AUTHORITY OF THE LICENSOR

- A. Oversight. The Licensing Officer shall oversee the quality of the services provided by the Licensee and the reasonableness of the prices charged. The Licensing Officer may advise the Licensee from time to time of any source of dissatisfaction and request correction.
- B. Public Space. The Licensor reserves the right to use dining areas and other public spaces at other than serving periods, for meetings of Licensor employees or other assemblies. After each use, the Licensor will clean and rearrange the space without expense to the Licensee.

## VII. RESTRICTIONS

- A. Equipment. Unless otherwise permitted by the Licensing Officer, the Licensee shall not install equipment other than that specified in this Agreement or remove any Licensor-owned equipment from the premises.
- B. Patronage. The facilities and services provided in this Agreement are for the benefit and convenience of Embassy employees. The Licensor may regulate patronage from other sources.
- C. Federal Holidays. No work shall be performed on Embassy holidays. Exhibit C provides a listing of scheduled US Embassy holidays & Local Holidays.
- D. Facilities. The physical facilities within the Embassy shall not be used in connection with operations not included in the Agreement. The Licensee may, however, utilize centralized food preparation and storage sources located elsewhere and bring goods to the Embassy daily.

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

- A. US Embassy *Panama*: US Embassy *Panama* is interchangeable with "Licensor" and "The Embassy."
- B. *Reserved*.
- C. Dining Room 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 US Embassy.
- G. GSO: General Services Office of the US Embassy.
- H. RMO: Regional Medical Officer.

**EXHIBIT B****LICENSOR-FURNISHED PROPERTY**

Line Number	Description	Description	Qty
1	Tray and Silverware Dispenser	Casters with polyurethane tires	1
3	Display Refrigerator	20/1 poles, 120/1/60, 1.3 KVA, 0.5 HP	1
4	Reach-In Refrigerator/Freezer	115/1/60	1
5	Cold Pan Serving Counter	20/1 poles, 120/1/60, 0.84 KVA, 0.25 HP	1
6	Hot Food Serving Counter	20/2 poles, 208/1, 3.4 KVA	1
7	Mobile Beverage Counter	36" W x 301/4" D x 36" H	1
8	Coffee Brewer and Dispenser	30/2 poles, 120-208/1, 4 KVA	1
9	Iced Tea Brewer and Dispenser	20/1 poles, 120/1, 1.6 KVA	1
10	Cup Dispensing Cabinet	32-1/8"H x 8-1/8"W x 23"D	2
11	Ice/Soda Dispenser	20/1 poles, 120/1, 1.3 KVA	1
12	Carbonator	120/1/60	1
13	Cashier's Counter	120/1/60	1
17	Prep Table	120/1/60, 2440 mm L x 914 mm W x 915 mm H	1
18	Kitchen hood	1840 L/S exhaust @ 0.137 Kpa 1472 L/S supply @ 0.75 Kpa 3962 mm L x 1372 mm W x 610 mm H	1
19	Combination Steamer	30/3 poles, 208/3/60, 9 KVA, 1 HP	1
20	Ranges, Electric	80/3 poles, 208/3/60, 21.7 KVA	1
21	Electric griddle (connection 1)	60/3 poles, 208/3/60, 18 KVA	1
21	Electric griddle (connection 2)	40/2 poles, 208/1/60, 6 KVA	1
22	Deep Fryer	50/3 poles, 208/3/60, 14 KVA	1
22	Fryer Filter	20/1 poles, 120/1/60, 0.6 KVA, 0.33 HP	1
23	Deep Fryer	60/3 poles, 208/3, 17 KVA	1
24	Reach in Freezer	20/1 poles, 120/1/60, 1.3 KVA, 0.5 HP	1
25	Reach-In Refrigerator	20/1 poles, 120/1/60, 1.3 KVA, 0.5 HP	2
26	Hand Sink	Chrome plated	1
28	Three-Compartment Sink	3226 mm L x 787 mm W x 940 mm H	1
29	Dishwasher	50/2 poles, 208/1/60, 7.8 KVA	1
30	Fire Protection System	Ansul R-102	1
31	Sink	Two-compartment sink / dish & pot sink	1
32	Tray slide	Material: Stainless Steel. Measurements: 15'10" L	1
33	Work table with 2 drawers	2134 mm L x 762 mm W x 902 mm H	1
34	Wall shelf	1220 mm L x 305 mm W	1
35	Shelves	Each with 4 posts and 4 casters	5
36	Mop sink	Material: concrete w/SS caps and drainage.	1
37	Utility Shelf	Chemical shelving and mop hanger	1
38	Office Furniture	Computer, printer, desk, and chair	1
39	Wall shelving	Measurements: 28" H x 48" L, Material: Steel	1
41	Condiment Cart	1071 mm H x 657 mm W	2
41-A	Refuse Cart	1071 mm H x 657 mm W	2
42	Utensil Rack	2438 mm L	1
42	Utensil Rack	3048 mm L	1
N/A	Dining Room Chairs	HARTER model SCH-1, 24'' W x 16.25'' D x 29'' H, wood & metal	78
N/A	Dining Room Tables	wood & metal, size 36'' W x 36'' D x 29'' H	5
N/A	Dining Room Tables	wood & metal, size 36'' W x 36'' D x 29'' H	17
N/A	Electric Conveyor Oven	Star Electric Conveyor Oven, 208/60/1	1
N/A	Computer	N/A	1
N/A	Printer	N/A	1

## EXHIBIT C

### HOLIDAY SCHEDULE

#### Holidays

The Cafeteria will be closed on the following official holidays observed by the US Embassy, *Panama*. Each year the Licensor will provide a similar listing of holidays.

1. *The Department of State observes the following days as U.S. holidays:*

- *New Year's Day*
- *Martin Luther King's Birthday*
- *Washington's Birthday*
- *Memorial Day*
- *Independence Day*
- *Labor Day*
- *Columbus Day*
- *Veterans Day*
- *Thanksgiving Day*
- *Christmas Day*

2. *The U.S. Embassy Panama observes the additional days as Panamanian holidays:*

- *Mourning Day*
- *Carnival Day*
- *Good Friday*
- *Labor Day*
- *Independence Day from Colombia*
- *Colon's Day*
- *The Uprising of Los Santos*
- *Independence day from Spain*
- *Mother's Day*

*Any other day designated by Federal law, Executive Order or Presidential Proclamation.*

3. *When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the agreement.*

## **EXHIBIT D**

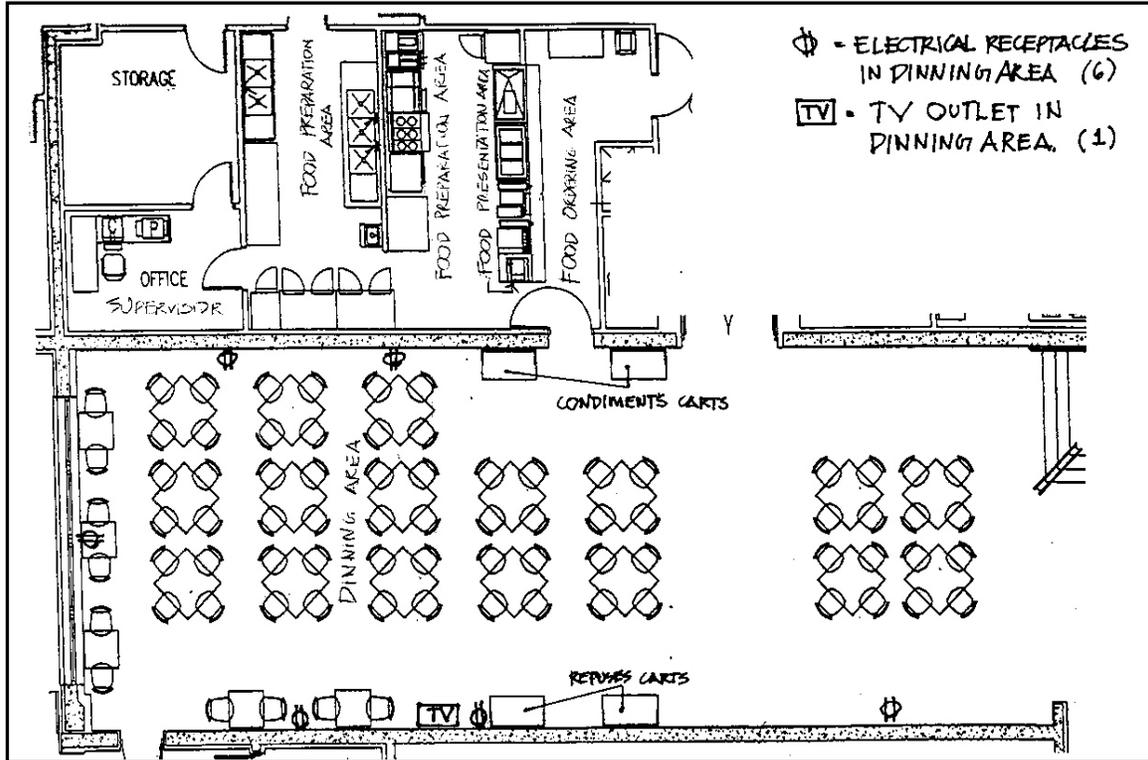
### **SUGGESTED AND APPROVED CLEANING MATERIALS**

1. **General Purpose:**
  - **409**
  - **Ajax**
  - **Lysol**
  - **Pine Sol**
  - **Orange Glow**
  - **Simple Green**
  - **Spic n' Span**
  - **Mistolin**
  - **Comet**
  - **Bleach/Clorox**
  - **Ammonium**
  
2. **Dishwashing Liquid:**
  - **Dawn**
  - **Joy**
  - **Sunlight**
  - **Palmolive**
  - **Axion**
  - **Orion**
  - **Vel**
  
3. **Window Cleaner:**
  - **Windex**
  - **Glass Plus**
  
4. **Oven Cleaner:**
  - **Easy Off**
  
5. **Pest Control:**
  - **Combat bait stations for roaches**
  - **MaxForce bait stations for roaches**
  - **Combat bait stations for ants**
  - **MaxForce bait stations for ants**

***Any pest control that will necessitate use of more than the above products needs to be coordinated and approved in advance by the Post Occupational Safety and Health Officer (POSHO).***

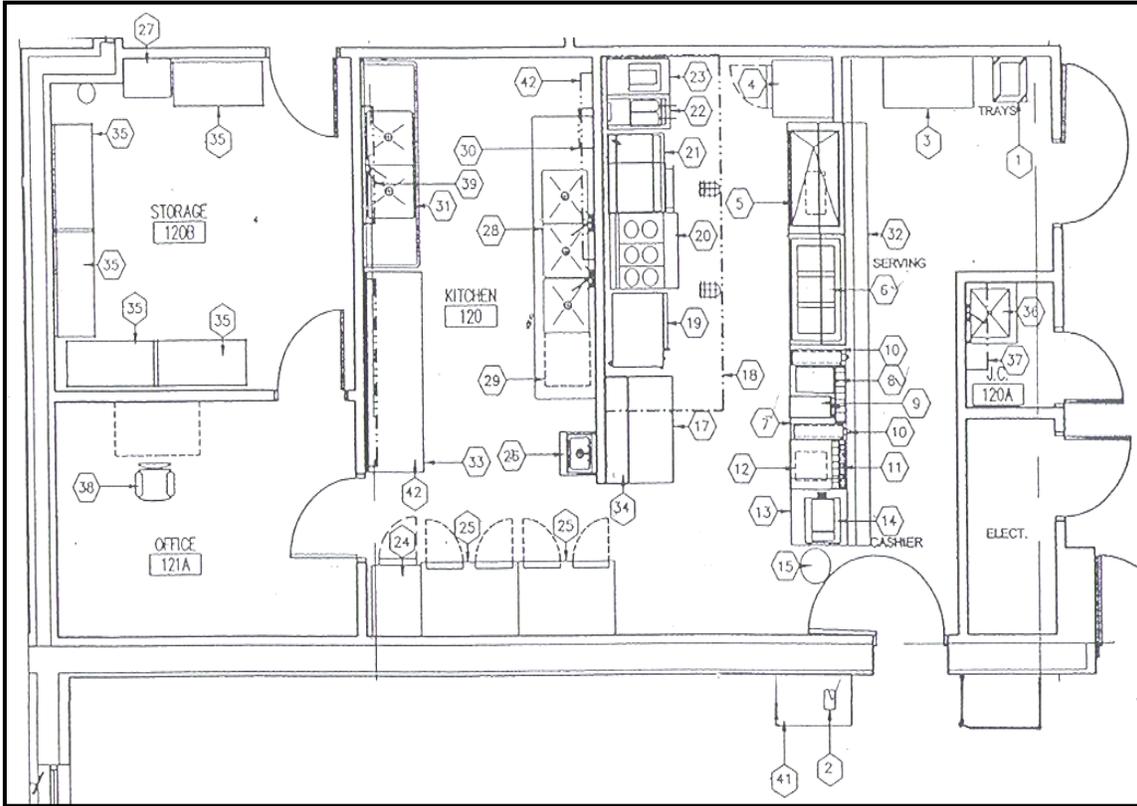
**EXHIBIT E**

**CAFETERIA PLAN**



**EXHIBIT F**

**KITCHEN PLAN**



*All the above numbers refer to Exhibit B, page 21.*