

November 01, 2021

To All Prospective Offerors:

Enclosed is an Invitation to Tender for a licensing agreement for Operation of Cafeteria Services at American Embassy Gaborone. Enclosure 1 consists of the proposed Licensing Agreement, which would be executed between the Embassy and the selected operator. That Agreement consists of the main document, plus three exhibits:

Exhibit A - Performance Required Under the Licensing Agreement  
Exhibit B - Licensor-Furnished Property  
Exhibit C - Holiday Schedule

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

Tender Submission and Due Date

All tenders must be submitted to the following address:

Embassy Gaborone Cafeteria  
Government Enclave  
Embassy Drive  
Gaborone, Botswana  
Att. GSO Procurement

All tenders must be received by the American Embassy on or before November 22, 2021, at 1200hrs. Tenders received after this date and time will be rejected without further consideration.

Points of Contact

Direct all questions regarding this Invitation for Tenders to the following individual:  
Vanessa Weinstock - +267-71736813 or +267-395-3982

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 November 11, 2021, at 1000hrs. Please notify the above individual if anyone from your firm wishes to attend. Due to covid 19 protocols and security access requirements, each vendor is allowed to send only one representative. **Names of the representatives should be sent by email no later than November 8, 2021, at 1200hrs.** 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,

Harby Issa  
Licensing Officer

REVOCABLE LICENSE AGREEMENT

between

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

through

THE U.S. DEPARTMENT OF STATE OF THE UNITED STATES OF AMERICA

and

\_\_\_\_\_

1. This license agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_ in the year 2022\_\_\_\_, by and between the United States of America, acting by Harby Issa, General Services Officer, hereinafter called the Licensor and \_\_\_\_\_ Café, acting by \_\_\_\_\_, \_\_\_\_\_ Café Chair Proxy, hereinafter called the Licensee:

WITNESSETH: The parties hereto, for the considerations hereinafter mentioned, agree as follows:

2. The Licensor, the owner of certain property in the city of Gaborone in the country of Botswana, described as the cafeteria and kitchen (Property ID 50011) located on Embassy grounds in the interior courtyard of the compound, hereinafter referred to as “the property,” which is not presently needed for the current operations of the Licensor, does hereby license the said Licensee to use the property until advised by the Licensor that the property is needed by the Licensor by giving 90 days’ notice. Upon receipt of such notice, the Licensee shall vacate the property and remove all of its possessions therefrom within 90 days following receipt of notice to vacate.

3. This agreement may be terminated by either party, the Licensor or the Licensee, upon written notice to the other party. The party wishing to terminate the agreement shall give 90 days’ notice of intent to terminate.

4. Inasmuch that the property is U.S. government-owned, there shall be no rent charges assessed.

5. The Licensee is prohibited from making any alterations to the property without the express, prior, and written consent of the Licensor.

6. All maintenance and non-structural repairs shall be made at the expense of the Licensee and, in the case of substituted materials or equipment of a different type or make from the original premises, with the consent of the Licensor.

7. The Licensor undertakes to furnish utilities to the property at no additional cost to the Licensee.

8. The Licensee shall return the property in the same good condition in which it was received, usual wear and tear and damages beyond the Licensee's control excepted.

9. The Licensee agrees that the property shall not be used for any illegal or immoral purpose, nor for gambling. The Licensee further agrees to consider in this connection the fact that the Government of the United States of America owns the property.

10. The Licensee shall hold the U.S. government free and harmless from all demands, losses, or liabilities resulting from the injury to or death of any person or the damage of any nature to any item of equipment because of the negligence of the Licensee or the condition of the property at any time after the date possession is delivered to the Licensee. The Licensee shall further indemnify the Licensor for all claims arising out of the usage of this site as covered by this license agreement.

11. The Licensee undertakes to keep the property in a clean and tidy state and to maintain those sidewalks and approaches peculiarly within the Licensee's control in proper condition and free of debris, snow and ice, and to accept all responsibility in connection therewith, as well as to maintain properly all other conveniences intended for the sole use of the Licensee, its agents and employees, and the public; the Licensee accepts full and sole responsibility for any claim arising in connection with damage sustained through the use of such approaches and conveniences.

12. Any stamp duties required for this license agreement shall be paid by the Licensee and the English version of this license agreement is required for the interpretation thereof.

IN WITNESS WHEREOF, the parties hereunto have affixed their hands and seals as of the date written above.

\_\_\_\_\_ *Café*, Acting By:

\_\_\_\_\_ Licensee  
\_\_\_\_\_ *Café*

The United States of America, Acting By:

\_\_\_\_\_ Licensor

## **LIST OF EXHIBITS**

EXHIBIT A: Performance Required under the Licensing  
Agreement

EXHIBIT B: Licensor-Furnished Property

EXHIBIT C: Holiday Schedule

## **EXHIBIT A**

### **PERFORMANCE REQUIRED UNDER THE LICENSING AGREEMENT**

#### **I. SCOPE OF WORK**

The Licensee shall establish and operate the food service facilities shown in Section II below, for the purpose of dispensing food, nonalcoholic beverages and such other items as may be authorized by the Licensor under this Agreement. This cafeteria is to be operated for the benefit of approximately 200 employees at Embassy Gaborone.

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 Facilities: The dining facilities are located in the courtyard at the embassy. This includes a food preparation area and outdoor seating. Staff have access to a small storage shed and a restroom and changing area. The food preparation area is approximately 20 square meters.

B. Seating: Seating is available for approximately 24 persons.

C. Performance History: Lunch and breakfast specials make up the greatest share of sales. The Embassy believes a varied menu serving food for both American and Batswana patrons will attract a larger clientele.

#### **III. HOURS OF SERVICE**

A. Schedule: Service is required 0700-1600 Monday through Thursday and 0700-1330 on Friday. The cafeteria will be closed on official Embassy holidays. Holiday schedule is shown in Exhibit C.

B. Schedule Modifications: The Licensor may change the hours and days of operation to be consistent with changes in Embassy policy. Licensee requests to modify hours or days of service shall be submitted to the Licensor 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 Licensor 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 fee, cost, or other charge incident to or resulting from operations under the Agreement. The Licensee shall exercise reasonable care in the use of space and Licensor-owned equipment. When the Agreement ends, the Licensee will yield such space and equipment in as good condition as when received, except for:

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

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

C. Menus:

(1) The Licensee shall provide a variety of quality-prepared foods and beverages at reasonable prices. The variety and appearance of food in the cafeteria on each operating day shall be consistent with approved food service standards and comparable for American 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 Licensor 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 Licensor will review the requested price increase. If the Licensor agrees with the increase, he/she will notify the Licensee in writing. If the Licensor requires additional information/justification, the Licensee will be asked to provide that information. Once the Licensor has the information necessary to decide, 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 counteroffer. 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 C provides a detailed list of the current cafeteria's inventory.

E. Sanitation and Quality:

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

(2) All foods served shall be wholesome and free from spoilage, free from adulteration and misbranding, and safe for human consumption. Uncooked items, such as fresh fruits, shall be clean and free from blemish. All foods shall when served, be attractive in appearance and correct in temperature and consistency. They shall be crisp, moist, dry tender, etc., as may be appropriate in each case.

(3) All employees assigned by the Licensee to perform work under this cafeteria Agreement shall be physically able to do their assigned work and shall be free from communicable diseases.

(4) Health Exams: The Licensee at its own expense shall have each employee receive the following health exams prior to employment and either yearly or after every trip to home country, whichever is more frequent. The result of these exams will be given to the Embassy's 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 always ensure prompt and efficient service. All employees shall be sober, conscientious, neat, and courteous. The Licensee shall always provide adequate staff of food service employees to perform the varied and essential duties inherent to a successful food service operation.

(2) The Licensee shall require that each employee assigned to work under this Agreement sign, or otherwise acknowledge, a statement that he or she is neither employed by the Licensor/Embassy and is not entitled to any rights nor benefits of the Licensor/Embassy.

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

(4) The Licensee shall employ a full-time manager unless the Licensee is an individual.

(5) The Licensee's employees shall wear a distinctive item of clothing such as a badge, cap, armband, blouse, or uniform as a means of identification when they are in the building. The Licensee's employees shall wear proper uniforms, including hair nets and/or head covers when they are performing their duties in the building. Legible nameplates identifying each employee shall be displayed as part of the uniform.

(6) The Licensee's employees shall be required to change their clothing in locker rooms and to maintain the room in a neat and clean condition.

(7) Employees of the Licensee shall be fully capable of performing the type of work for which they are employed.

(8) The Licensee shall provide adequately, trained relief personnel to substitute for the regular employees when they are absent so that a high-quality operation will be maintained at all times.



(9) The Licensee and its employees shall comply with instructions pertaining to conduct and building regulations in effect for the control of persons in the building.

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

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

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

H. Rodent and Pest Control: The Licensee shall maintain a clean work area free of any clutter, dirt or any material that would attract rodents and vermin.

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

J. Cleaning and Janitorial Services:

(1) The Licensor shall provide all cleaning supplies and equipment. Supplies are requested through the Licensor on the Embassy's expendable property request form.

(2) The Licensee shall furnish labor and supervision sufficient to maintain the cafeteria in a clean, orderly, and sanitary condition at all times. Before beginning work the Licensee shall submit to the Facilities Maintenance Officer the brand names or manufacturer of any materials proposed for use in connection with the work of this Agreement. The Facilities Maintenance Manager may reject any material that would be unsuitable for the purpose, or harmful to the surfaces to which it is to be applied.

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

(a) Food and Service Facilities and Dining Halls

(1) Daily and After Each Meal

Furniture: Clean and sanitize after each meal.

Floors: Clean and sanitize after each meal.

Toilets: Clean and sanitize after each meal

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

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

Garbage: Remove after each meal.

Food Serving area: clean and sanitize after each meal.

Tablecloths: replace after each meal.

(b) Kitchens

(1) Daily and After each Meal:

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

Cookers: Clean after each meal.

Small appliances: clean and sanitize after each use.

Pots and Pans: clean and sanitize after each use.

Utensils: Clean and sanitize after each use.

Crockery: Clean and sanitize after each use.

(2) Daily Basis:

Walls: Clean every second day.

Refrigerator: Clean floors and shelves daily.

Chillers: Clean and sanitize, floors daily.

Freezers: Clean and sanitize floors daily.

(3) Weekly:

Windows: Clean weekly.

Refrigerators: sanitize weekly.

Clean hoods and filters in kitchen.

Freezers: Clean and sanitize shelves weekly.

(4) Monthly:

Exhaust system for cooker: check and clean at a minimum once each month.

Freezers: Clean and sanitize walls once each month.

Chillers: Clean and sanitize walls once each month.

(5) Quarterly.

Strip and wax all resilient tiles.

(6) Bi-annually.

Perform cleaning of exhaust pipes.

Clean the tile walls in kitchen and dining areas.

Clean all fans and ventilators.

(4) Failure to keep any of the facilities in a clean condition may result in the withdrawal of the privilege of using such facilities. In addition, the Licensor 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 not be responsible in any way for damage or loss/occasioned by fire, theft, accident, or otherwise to the Licensee's stored supplies, materials or equipment, or the employees'

personal belongings. The Licensee shall report any personal injury or physical damage to the building or equipment resulting from fire or other causes to the Facilities Manager immediately.

N. Fire and civil defense drills: The Licensee shall notify the fire department in the event of fire. All 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 Pula. The Embassy will make no payments to the Licensee. Patrons can pay in advance on a weekly or monthly basis.

P. Inventories: 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.

## **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 U.S. Embassy to prepare and sell food, beverages, and other products authorized by the Licensor.

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 passageways, driveways, and loading areas. The U.S. Embassy 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 revamping).
- 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 Licensor. 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: Embassy-furnished equipment is listed in Exhibit B, which is subject to modification when the embassy procures additional equipment. The Licensor will provide all major equipment items, flatware, china and glassware, along with all consumable cleaning supplies.

## **VI. RIGHTS AND AUTHORITY OF THE LICENSOR**

A. Oversight: The Licensor shall oversee the quality of the services provided by the Licensee and the reasonableness of the prices charged. The Licensor 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 Licensor, the Licensee shall not install equipment other than that specified in this Agreement or remove any Licensor or Embassy-owned equipment from the premises.

B. Patronage: The facilities and services provided in this Agreement are for the benefit and convenience of Embassy employees. The Licensor may regulate patronage from other sources.

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

A. U.S. Embassy Gaborone: “U.S. Embassy Gaborone” is interchangeable with “the embassy.”

B. \_\_\_\_\_: Vendor

C. Licensing Officer: “Licensing Officer” or “Licensor” means a person with the authority to enter into, administer, and/or terminate Agreements and make related determination and findings.

D. 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.

E. RSO: Regional Security Office of the U.S. Embassy.

F. GSO: General Services Office of the U.S. Embassy.

G. RMO: Regional Medical Officer.

**EXHIBIT B**

**LICENSOR-FURNISHED EQUIPMENT**

Item:
Electric Hot Water Urn
Refrigerators
Stove
Microwave
Air Conditioners
Extractor Fan
Food Chop board
Juice Maker
Deep Fryer
Coffee Maker
Sandwich Press
Electric Air Fryer
Potable Electric Ice and Water Dispenser
Dishwasher
Office Desk
Office Chair
Dusk Bin – big Black
Fire Extinguisher
Stainless Steel Tables
Branded Dinner Plates
Branded Teacups
Branded Saucers 15cm
Branded Salad Bowls
Oven
Branded Cappuccino Cup
Dessert bowl
Branded Saucers 16cm
Glasses (water drinking)
Cashing register
Frying Pans
Industrial General-purpose Ice Machine
Electric Transformer

## Exhibit C

### HOLIDAYS SCHEDULE

#### Holidays

The cafeteria will be closed on the following official holidays observed by the American Mission in Botswana. Each year the Licensor will provide similar listing of holidays.

#### 2022\_MISSION HOLIDAY SCHEDULE

The following holidays will be observed plus all locally observed public holidays

<u>Date</u>	<u>Day</u>	<u>AMERICAN Holiday</u>
January 01	Monday	New Year's Day
January 13	Saturday	Martin Luther King's Birthday
February 17	Saturday	Washington's Birthday
May 29	Wednesday	Memorial Day
July 06	Saturday	Independence Day
August 31	Saturday	Labor Day
October 05	Saturday	Columbus Day
November 09	Saturday	Veteran Day
November 23	Saturday	Thanksgiving Day
December 25	Wednesday	Christmas Day



ENCLOSURE 2

**Tender preparation instructions, Evaluation of tenders, and award selection**

**I. INSTRUCTIONS ON TENDER PREPARATION**

A. General Information Submit an original and two copies of the tender, prepared in such format and detail as to enable the Licensor to make a thorough evaluation. The tender package shall be sealed in an envelope and clearly identify company name and manager and address. Identify and explain any deviations, exceptions, or assumptions taken regarding any of the instructions or requirements.

B. Submission Deadline. Submit the complete tender by November 22, 2021, at 1200hrs. \_\_\_\_\_ to:

Embassy Gaborone Cafeteria  
Government Enclave  
Embassy Drive  
Gaborone, Botswana  
Att. GSO-Procurement

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 evaluation can be certain that the tender reflects any changes to the terms and conditions. Address the following areas in the order shown below:

Part I - General Information

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

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

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

Part II – Performance Required

(a) Menu cycle and variety.

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

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

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

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

- Consistently the Salad Bar is a primary item wanted in the cafeteria.
- Establishing a menu line directed toward traditional Botswana and American dishes and priced for Botswana, may increase the number of non-American patrons to the cafeteria.

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

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

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

D. Additional Procedures

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

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

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

E. Site Visit and Conference. This visit and conference will be held on November 11, 2021, at 1000hrs. Due to covid 19 protocols and security access requirements, each vendor is allowed to send only one representative. **Names of the representatives should be sent by email no later than November 8, 2021, at 1200hrs.** Interested parties should register by contacting, *Vanessa Weinstock* at [gaboronegsoprocurement@state.gov](mailto:gaboronegsoprocurement@state.gov) +267-71736813 or +267-395-3982. At that time, the caller will be advised regarding where they shall meet. The conference is intended to provide interested parties with the opportunity to discuss the requirements of this Invitation to Tender and the site visit will allow interested parties to view the area in which the cafeteria operations will take place. Interested parties are urged to submit written questions using the address provided in the cover letter to this Invitation to Tender at least two days before the date of the conference.

## **II. EVALUATION OF TENDERS AND SELECTION FOR AWARD**

A. Evaluation. To be acceptable and eligible for evaluation, tenders must be prepared following the instructions in Section I above and must meet all the requirements set forth in the other sections of this Invitation to Tender. All tenders will be evaluated using the information presented as requested above in Section I.C., "Instructions on Tender Preparation - Contents of Tender".

B. Selection for Award. Award selection will be based on the best approach, taking into consideration the desire for quality service at reasonable menu prices, in combination with past service quality and experience. The Embassy may award this Agreement solely based on 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.