

COVER LETTER

November 8, 2021

To All Prospective Offerors:

Enclosed is an Invitation to Tender for a licensing agreement for Operation of Cafeteria Services at American Embassy Ulaanbaatar. 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:


Adam Starr-King
Denver Street, #3
11th Micro-District
Ulaanbaatar 14190

ALL TENDERS MUST BE RECEIVED BY THE AMERICAN EMBASSY NOT LATER THAN NOVEMBER 18TH, 2021, 3 PM. TENDERS RECEIVED AFTER THIS DATE AND TIME WILL BE REJECTED WITHOUT FURTHER CONSIDERATION.

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 16, 9 am**. Namelist of the interested attendees must be submitted to Ulaanbaatarcafeteria@state.gov by **November 14, 3pm**. Questions regarding this Invitation for Tender should be also submitted to Ulaanbaatarcafeteria@state.gov at least two days before the scheduled date of the conference and site visit.

Thank you for your interest in this action.

Sincerely,


Adam Starr-King

Licensing Officer

ENCLOSURE 1

LICENSING AGREEMENT

I. GENERAL

A. Purpose. The purpose of this Agreement is to provide a license to the Licensee to operate a cafeteria on the premises of the Licensor. For the purposes of this agreement, the American Embassy *Ulaanbaatar*, is the Licensor and [*Note: to be completed at time of Licensing Agreement signature*] 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. 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 and Management Officer have the overall responsibility for the administration of this Agreement. Only the Licensing Officer or Management Officer are authorized to take actions on behalf of the Licensor to amend, modify or deviate from the Agreement terms and conditions. The Licensing Officer or Management 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 Medical Provider and Management Officer 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 or Management 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 Medical Provider, 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 will provide 2 weeks 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 provide certification that the required insurance has been obtained before beginning work.

D. Indemnification. The Licensor shall not be responsible for personal injuries or for damages to any property of the Licensee, its officers, agents, and employees, or any other person, arising from any incident of the Licensee's performance of this Agreement. The Licensee expressly agrees to indemnify and to save the Licensor, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Licensee's fault or negligence in connection with the performance of work under this Agreement. Further, any negligence or alleged negligence of the Licensor, its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or omission of the Licensor, its officers, agents, servants, or employees is the sole competent and producing cause of such claim, loss, damages, injury, or liability.

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

F. Licensor-Furnished Property.

(1) The Licensor shall provide the property described in Exhibit B to this Agreement. Delivery of this property is completed when it is made available in the space designated for the Licensee's use in his operation of the cafeteria. The Licensee shall acknowledge in writing to the Licensing Officer receipt of the Licensor-owned equipment listed in Exhibit B.

(2) Title to all Licensor-Furnished property shall remain with the Licensor. The Licensee shall use the property only in connection with this Agreement.

(3) The Licensor shall maintain the official property control records of all Licensor-Furnished property.

(4) Upon taking delivery of the Licensor-Furnished property, the Licensee assumes the risk and responsibility for its loss or damage, except--

- (a) For reasonable wear and tear; or
- (b) As otherwise provided in this Agreement.

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

IX. DISPUTES

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

LIST OF EXHIBITS

- EXHIBIT A: Performance Required under the Licensing Agreement
- EXHIBIT B: Licensor-Furnished Property
- EXHIBIT C: Holiday Schedule

EXHIBIT A

PERFORMANCE REQUIRED UNDER THE LICENSING AGREEMENT

SCOPE OF WORK.

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

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

The Licensor agrees to provide assistance, training and support in the development of the operation of the food service business, including, but not limited to, recipes, recordkeeping, business development, cooking, bookkeeping, profit and loss, etc.

DESCRIPTION OF FACILITIES

Dining Facility. The dining facility is located at the Annex 1 building and consists of a dining room and a food preparation area. The dining room is approximately 148 square meters. The food preparation area consists of a kitchen and dishwashing area. The food preparation area is approximately 25.8 square meters.

Seating. Seating is available for 92 persons in the dining room.

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 Mongolian will attract a larger clientele.

HOURS OF SERVICE

Schedule. Service is required Monday — Friday 7:30 a.m. to at least 3:00 p.m. From 3:00 pm to 3:30 shall be designated for cleaning and restocking. If the Embassy is scheduled to close early for any reason, service may cease 30 minutes prior to the designated Embassy closing time. The Cafeteria will be closed on official Embassy holidays. Holiday schedule is shown in Exhibit C. For holidays where food procurement becomes difficult such as Tsagaan sar and Naadam, the licensee may serve at reduced capacity for the remaining working weekdays.

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. The Licensee may choose to accept or reject these requests. All events held on the Embassy compound must be approved by the Technical Representative and the Regional Security Officer (RSO).

RESPONSIBILITIES OF THE LICENSEE

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 and manage 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 Licensors-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..

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.

The Licensee should provide a sufficient variety of condiments and salad dressings in hygienically maintained containers.

Menus. The Licensee shall provide a variety of quality-prepared foods, baked goods and beverages at reasonable prices agreed upon in advance. The variety and appearance of food in the cafeteria on each operating day shall be consistent with approved food service standards and comparable for American and European business cafeterias.

The Licensee shall plan and post advance monthly menus in addition to posting of 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.

The Licensee shall prepare for Licensor approval on a monthly basis a price list of basic products used in the menu, from a minimum of two (if available) sources.

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.

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

approve the increase,
recommend an increase of a specific lesser amount, or
deny any increase.

(1) 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

continue providing the services at the current prices or
have the unilateral right to notify the Licensor that it intends to terminate the Agreement.

(2) 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.

Sanitation and Quality.

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

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.

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.

Health Exams: The Licensee *at his own expense* shall have each employee receive the following health exams prior to employment and then yearly.

The result of these exams will be given to the Embassy Medical Office for review. No employee may work in the Cafeteria without approval from the Embassy Medical Office's approval.

Chest x-ray

Exam of:

*Mouth,
Lungs,
Skin.
Blood Test
Urine Test e
Stool Test*

Personnel and Supervision.

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.

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.

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.

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

The Licensee's employees shall wear a distinctive item of clothing such as an apron, 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.

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

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.

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 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.

The Licensee will ensure that if an employee is ill or sick, they will not come to work to avoid spread of contamination. The Licensee will use back-up cleared employees in such cases. The Licensee will educate their employees that coming to work sick, drunk, or otherwise disabled is not acceptable.

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.

Trash Removal. The Licensee shall remove trash from the Cafeteria every night before closing up, and anytime that waste canisters are full or not less than once after every meal; whichever is greater. Any alteration to this provision must be directed in writing by the Licensing Officer.

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.

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 Licensing Officer on the Embassy's standard form for all repair requests.

Cleaning and Janitorial Services.

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

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 Facility Manager the brand names or manufacturer of any materials proposed for use in connection with the work of this Agreement. The Facility Manager may reject any material that would be unsuitable for the purpose, or harmful to the surfaces to which it is to be applied.

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.

Security areas. The Licensee shall have the responsibility for determining that all equipment has been turned off, windows are closed, lights and fans turned off when the cafeteria is closed, and will verify the air purifiers are set to their maximum fan setting before departing *during the winter months.*

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.

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.

Fire and civil defense drills. The Licensee shall notify the fire department in the event of fire. All of the employees of the Licensee shall be organized and trained to participate in fire and civil defense drills including the reporting of fires. This shall be accomplished with the cooperation of the Facility Manager and the Regional Security Officer.

Billing Procedures: Patrons will pay in Mongolian Tugriks or credit card. The Embassy will make no payments to the Licensee.

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.

Flatware China and Glassware Inventories: Once a quarter on October 31st, January 31st, April 30th and July 31st or the nearest workday, 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.

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

#	Description	Long Description	Tag Number
1	BLENDER	Blender	AN0606C
2	REFRIGERATOR, COMMERCIAL	Commercial refrigerator	BE8687H
3	REFRIGERATOR, SMALL	Food sample refrigerator	BE8687G
4	BLENDER	Blender Philips	AN0342H
5	CAFETERIA EQUIPMENT	Warming tray	AN0342C
6	CAFETERIA EQUIPMENT	Pressure cooker 10 liters "Fissler"	AN0343G
7	FIRE EXTINGUISHERS	ABC dry chemical fire extinguisher	AN0341Y
8	FIRE EXTINGUISHERS	ABC dry chemical fire extinguisher	AN0342F
9	GRINDER	Meat grinder	AN0342D
10	KITCHEN APPLIANCES	Rice Cooker	AN0574E
11	KITCHEN APPLIANCES	Rice Cooker	AN0574F
12	OVEN, MICROWAVE	Microwave	AN0341X
13	RANGE, ELEC, HEAVY- DUTY, GRIDDLE	Range Vulcan #VUEV60-SS 6FP24G240	AN0342A
14	REFRIGERATORS	Refrigerator GE	AN0319F
15	REFRIGERATORS	Refrigerator BEKO	AN0339R
16	TOASTER	Toaster Philips	AN0342B
17	WATER FILTER	Nano water filtration system	AN0604D
18	FREEZER	Freezer GE	AN0340E
19	KITCHEN APPLIANCES	Salad cart with cooling capability	AN0558A
20	REFRIGERATORS	Refrigerator GE	AN0340F
21	REFRIGERATORS	Beverage cooler Sharp	AN0489P

Part B - Non Tagged Items

Item Description	Condition	Estimated	Qty
Cake server with brown hand	old		
Colander alum with handles	old		1
Colander aluminum	old		1
Container	old		1
Cook's fork 12"	old		
Cutting boards (Green&Orange color)	old		2
Egg slicer	old		1
finger guard protector	old		2
Flour sifter	without lid		1
Fruit&vegetable knives	old		1 set
Funnel aluminum	old		
Funnel plastic	old		
Grater with 5 side	old		1
Hamburger press	old		2
Hand cheese grater	old		
Heat resistant turner 12"	old		3
Hi-heat nylon spoon 12"	old		2
Knife	old		2
Knife (chopping)	old		1
Knife for bread, black handle	old		
Knife with black handle 10"	old		
Knife with green and black handle	old		1
Ladle big with green handle	old		2
Ladle stainless steel with hole	old		1
Large soup bowl	old		30
Lid (401)	old		1
Lid (408)	old		1
Lid (414)	old		1
Lid 10.1" (410)	old		3
Lid with black handle (E20)	old		1
Mixer with black handle	old		
Muffin Pan aluminum 12 cup	old		3
Multi use plastic container with blue lid	old		1
Non-stick aluminum stir fry 11"	old		
Non-stick fry pan 14"	old		
Pie aluminum	old		2
Pie pan aluminum	old		2
Potato presser black	old		
Rolling pin, dough	old		1
Salt and Pepper Shakers			10
Sauce pan 6" smallest	old		1
Sauce pan 7.1" (19cm)	old		

Part C - Dinnerware

Item Description	Condition	Estimated Value	Qty
Bowl - Large			
Bowl - Small			
Fork			
Knife			
Mug			
Plate Round			
Plate Square			
Spoon			
Teaspoon			

Exhibit C

HOLIDAYS SCHEDULE

Holidays

The Cafeteria will be closed on the following official holidays observed by the American Embassy Ulaanbaatar for 2022. Each year the Licensor will provide similar listing of holidays.

Date	Day	Holiday	USA/Mongolian
January 17	Monday	Martin Luther King, Jr.'s Birthday	USA
February 2	Wednesday	Lunar New Year*	Mongolian
February 3	Thursday	Lunar New Year*	Mongolian
February 4	Friday	Lunar New Year*	Mongolian
February 21	Monday	Washington's Birthday	USA
March 8	Tuesday	International Women's Day	Mongolian
May 30	Monday	Memorial Day	USA
June 1	Wednesday	Children's Day	Mongolian
June 20	Monday	Juneteenth (observed)	USA
July 4	Monday	Independence Day	USA
July 11	Monday	National Holiday Naadam	Mongolian
July 12	Tuesday	National Holiday/Naadam	Mongolian
July 13	Wednesday	National Holiday/Naadam	Mongolian
July 14	Thursday	National Holiday/Naadam	Mongolian
July 15	Friday	National Holiday/Naadam	Mongolian
September 5	Monday	Labor Day	USA
October 10	Monday	Columbus Day	USA
November 11	Friday	Veterans Day	USA
November 24	Thursday	Thanksgiving Day	USA
December 26	Monday	Christmas Day (observed)	USA

* Lunar New Year dates may change according to the local Astrologers' decision.

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 18TH, 2021, 3 PM to:

Adam Starr-King
Denver Street, #3
11th Micro-District
Ulaanbaatar 14190

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

Part I - General Information

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

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

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

Part II – Performance Required

(a) Menu cycle and variety.

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

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

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

Donuts & pastries	Coffee/Tea Cappuccino	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
Indian Foods	Veggie/Meat Pies	Fresh Fruit	Sandwiches

o Establishing a menu line directed toward traditional Mongolian dishes and priced for Mongolians may increase the number of non-American 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 or even food/beverage samples.

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

E. Site Visit and Conference. The Embassy will arrange for a site visit and conference on *November 16, 9 am*. Interested parties should submit a namelist of the interested attendees to Ulaanbaatarcafeteria@state.gov by *November 14, 3pm*. Questions regarding this Invitation for Tender should be also submitted to Ulaanbaatarcafeteria@state.gov at least two days before the scheduled date of the conference and site visit. Interested attendees will be advised by email or phone 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 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.