May 13, 2022

Dear Offeror,

The Embassy of the United States of America Cotonou is pleased to solicit proposals for the Embassy Cafeteria Licensee. The Cafeteria plays a critical role in embassy morale. It acts as a gathering place for employees and visitors throughout the day. The Licensee stands to benefit from minimal overhead costs and a large potential clientele. Assuming mutual satisfaction, a licensing agreement may be extended up to five years.

Offerors are invited to submit proposals in accordance with the Licensing Agreement and Appendices by May 30, 2022 at 10am Cotonou time to CotonouGSOBids@state.gov. Proposals should include:
- Submittal letter
- Staffing plan
- Proposed menus including beverages and prices for 3 months
- Proof of insurance
- Summary of history of performance
- 3 References
- Budget showing expenditures, estimated revenue and profit/loss
- Attestation that the Offeror has sufficient resources for start-up costs including but not limited to medical exams and ingredients.
- Inspection Plan in accordance with Section V. of the Licensing Agreement

A site visit to the finalist(s) may be conducted in June. Two vendors may be selected to serve on a rotating basis, or one final vendor may be selected.

All questions may be directed to the Licensing Officer, Laurel Delmonico, at CotonouGSOBids@state.gov.

Laurel Delmonico
Licensing Officer
ENCLOSURE 1

LICENSING AGREEMENT U.S. EMBASSY CAFETERIA OPERATIONS

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 Cotonou is the Licensor and ETS Logis 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 August 1, 2022 and shall end July 31, 2023.

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 has the overall responsibility for the administration of this Agreement. Only the Licensing Officer is authorized to take actions on behalf of the Licensor to amend, modify or deviate from the Agreement terms and conditions. The Licensing Officer may delegate certain responsibilities to authorized representatives.

B. Technical Representative. The Licensing Officer may designate a Licensor’s Technical Representative to assist in the administration of certain responsibilities. The Technical Representative shall act as the Licensor’s principal point of contact for day-to-day operations and ensure compliance with License Agreement. If no Licensor’s
Technical Representative is appointed, the responsibilities shall remain with the Licensing Officer.

C. Inspectors. Inspectors may work for the Licensing Officer or the Technical Representative, if one is appointed. Inspectors are authorized to perform day-to-day inspections and monitoring of the Licensee’s work. The Regional Medical Officer (RMO) will provide health inspection of the facilities. The Facilities Maintenance Officer (FMO) will supervise the maintenance responsibilities of the Licensor in the cafeteria area. The General Services Officer (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

Following an inspection, the results will be shared in writing with the Licensee within 48 business hours. The Licensee must acknowledge receipt of the report in writing and comply with all corrective actions listed therein within a reasonable and defined time period.
(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.

C. Quality Assurance Plan (QAP)
(1) The Plan: This plan is designated to promote an effective surveillance method to promote effective licensee performance. The QAP provides a method for the Licensor Representative to monitor Licensee performance, advise the Licensee of the unsatisfactory performance and notify the Licensor of continued unsatisfactory performance. The Licensee not the Licensor is responsible for management and quality control to meet the terms of this agreement. The role of the Licensor is to conduct quality assurance to ensure that agreement standards are achieved.

(2) Performance Threshold: All required service under this agreement must be performed and no more than two (2) customers complaints are received per month.

(3) Surveillance: The Licensor’s Representative will receive and document all complaints from cafeteria users regarding the services provided. If appropriate, the Licensor’s Representative will send the complaints to the Licensor for corrective action.

(4) Standard: The performance standard is that the Licensor receives no more than two (2) customer complaints per month.

(5) The Licensor’s Representative: The Licensor’s Representative for this agreement is MO/GSO Secretary.

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 fifteen (15) 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 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

I. SCOPE OF WORK.

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

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 in the main building (Chancery) and consists of a serving area, a kitchen and a food preparation area, and a seating area in a large open space – the Atrium- adjacent to the server. The Atrium is approximately three hundred and ninety-two (392) square meters. The food preparation area consists of a kitchen, serving area with grill and warmer, food service, and dishwashing area are approximately one hundred and fifty-three (153) square meters.

B. Seating. Atrium seating is subject to various configurations but will normally hold between fifty and seventy clients. Seating may be restricted to be consistent with Embassy policy.

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 Beninese patrons will attract a larger clientele. The local lunch special should have adequate quantity for a maximum price of 1,000 CFA.

III. HOURS OF SERVICE

A. Schedule. Service is required from 0730 – 1500 Monday through Thursday and 0730 – 1400 on Fridays. Breakfast should be available from 0730 to 1000. Lunch served from 1130 to 1430 with snack and salad bar. Coffee, soft drinks, and Espresso should be available throughout the business day from 0730 to close. 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 Licensing Officer for approval at least
five working days before required modifications. The Licensing Officer may also modify the schedule to be consistent with changes in Embassy policy. The Licensing Officer must notify the Licensee in writing and changes may take effect as soon as the next business day. 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, courteous service, and avoid undue interference with the operation of the Embassy while service is provided, such as strong odors or loud preparation.

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 ensure the Atrium seating is clean, and while service is primarily self-service the licensee shall remove any soiled dishes. The Licensee shall provide clean dishes. 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 and European business cafeterias. The Licensee shall plan and advertise advance weekly menus through various media, in addition to posting daily menus near the service counter. The Licensee shall make a reasonable effort to adhere to the range of
menus and prices submitted in its offer. The menu should change weekly. Menus will be submitted and approved on a quarterly basis.

**Breakfast**
There should be an à la carte menu that includes:

- Eggs cooked various ways (omelettes, hard boiled, etc…)
- Breakfast meats
- Croissants, Baguettes, and Various pastries
- Fruit
- Yogurt
- Oatmeal/Porridge

Tea
Coffee
Fresh Juice

A local breakfast such as Doccon & Bouillie, Spaghetti, Rice, or Vanzou.

Breakfast Prices:
- Local breakfast not to exceed 500 CFA
- A la carte price varies by item
- Coffee/espresso not to exceed 2000 CFA

**Lunch**
A set menu to include sandwiches, salads, pastas, and other plates that are available not to exceed 3,000 CFA

Daily Specials that come with a choice of side such as salad, rice, plantain, vetegables, etc….

Drinks: Small sodas, bottled water, fresh juices, etc…

Lunch Prices:
- Local Dish Special not to exceed 1,000 CFA
- Daily special not to exceed 3,000 CFA
- Small Soda starting at 400 CFA

(2) The Licensee or Licensing Officer may adapt the menu according to Embassy policy. Adapted menu and operations will be communicated in writing and approved by the Licensing Officer.

(3) 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.

(4) The Licensing Officer will review the requested price increase. If the Licensing Officer agrees with the increase, he/she will notify the Licensee in writing. If the Licensing Officer requires additional information/justification, the Licensee will be asked to provide that information. Once the Licensing Officer has the information necessary to make a decision, he/she will (1) approve the increase, (2) recommend an increase of a specific lesser amount, or (3) deny any increase.

(a) If a lesser amount of increase is recommended, the Licensee may either accept that increase or submit a counter-offer. This procedure will continue until agreement is reached or either party notifies the other party in writing that no agreement is possible. If no agreement is reached, the Licensee will either (1) continue providing the services at the current prices or (2) have the unilateral right to notify the Licensor that it intends to terminate the Agreement. If the Licensee notifies the Licensor that it intends to terminate the Agreement, it must continue providing services for at least ninety (90) days from the date of termination notification.

D. Equipment and Utensils Provided by the Licensee. The Licensee provides all required equipment, flatware, china and glasses. The Licensee shall make every effort to avoid single-use non-compostable servingware such as aluminium and styrofoam. Exhibit C provides a detailed list of the current cafeteria’s inventory.

E. Sanitation and Quality.

(1) The Licensee shall serve tasty, appetizing, 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) Foods should have limited oils, salt and fats. Deep-fried foods should be served rarely. Sale of sugar-sweetened beverages such as sodas should be minimized, favoring fresh juices, water, tea, coffee, and other soft drinks.

(4) 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.

(5) Health Exams: The Licensee at his own expense shall have each employee receive the following health exams prior to employment and either yearly or after every
trip to home country, whichever is more frequent. The result of these exams will be
given to the Embassy’s Regional Medical Officer (RMO) for review. No employee may
work in the Cafeteria without the RMO’s approval.

(a) Chest x-ray
(b) Exam of:
   Mouth,
   Lungs,
   Skin.
(c) Blood Test
(d) Urine Test
(e) Stool Test

F. Personnel and Supervision.

(1) The Licensee shall employ enough personnel to maintain sanitary conditions
and satisfactory service which will ensure prompt and efficient service at all times. All
employees shall be sober, conscientious, neat, and courteous. The Licensee shall at all
times provide adequate staff of food service employees to perform the varied and
essential duties inherent to a successful food service operation.

(2) The Licensee shall require that each employee assigned to work under this
Agreement sign, or otherwise acknowledge, a statement that he or she is neither
employed by the Licensor/Embassy and is not entitled to any rights 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.
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 Embassy Health Unit will also provide annual training which all cafeteria employees are required to attend.

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 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. Any and all pest control concerns must immediately be reported to the Licensing Officer.

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 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.

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

(a) **Food and Service Facilities and Dining Halls**

(1) **Daily and After Each Meal**

Furniture: Clean and sanitize after each meal.
Ice dispenser: clean and sanitize daily.
Garbage: Remove after each meal.
Food Serving area: clean and sanitize 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:**

Refrigerator 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) **Semi-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 Licensing Officer may have the facility cleaned by other means and charge the cost of such work to the Licensee.

K. Security areas. The Licensee shall be responsible for the security of all areas under the jurisdiction of the Licensee. Designated employees shall have the responsibility for determining that all equipment has been turned off, windows are closed, lights and fans turned off, and doors locked when the cafeteria is closed. The Licensee shall make a matter of a daily report to the Guard office upon leaving the building. A key shall be available for emergency use only in the building security office.

L. Hazardous conditions. The Licensee shall eliminate unsanitary or hazardous conditions that are dangerous to anyone using the food facility. This shall include any employee, agent or representative to the Licensee, Embassy employee or other patrons of the food service facility for any portion of the facility that is under the jurisdiction of the Licensee.

M. Liability. The Licensor will 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 Post One, the Regional Security Office, and Facilities Section in the event of fire. All of the employees of the Licensee shall be organized and trained to participate in fire and civil defense drills including the reporting of fires. This shall be accomplished with the cooperation of the Facilities Maintenance Officer and the Regional Security Officer.

O. Billing Procedures: Patrons will pay in Franc CFA (XOF). Payment can be made in cash or through Mobile Money. Cash handling and food serving will be separated. Employees will not serve food and handle cash at the same time. If an employee who is serving food, handles a cash transaction, they will wash hands before returning to food serving.

P. Inventories:

(1) The Licensee will be asked to sign for the inventory of the Licensor-provided equipment and supplies located behind the counter in the kitchen, as listed in Exhibit B, of this Agreement. The Licensee shall exercise reasonable care in the use of facilities, equipment, and supplies and return the same in good condition when the Agreement ends. The Licensee shall not be liable for normal wear and tear or damage beyond its control. Should the Licensee wish to install or use locked facilities it must obtain GSO approval and leave keys with the Marine Post.
Flatware, China and Glassware Inventories: Once a month on the first Monday of the month, the Licensee shall provide an inventory of all Flatware, China and Glassware in the Cafeteria. Included in this inventory will be a listing of the Employees who took any of these items out of the Cafeteria. The inventory is due on the 5th of each month.

V. RESPONSIBILITIES OF THE LICENSOR.

A. Agreement to Operate the Facility. The Licensor agrees to grant to the Licensee for twelve months, the right to establish, manage, and operate a cafeteria in the American Embassy 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 or 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. The Licensor will provide all major equipment items, flatware, china and glassware, along with all consumable cleaning supplies.

VI. RIGHTS AND AUTHORITY OF THE LICENSOR
A. **Oversight.** The Licensing Officer shall oversee the quality of the services provided by the Licensee and the reasonableness of the prices charged. The Licensing Officer may advise the Licensee from time to time of any source of dissatisfaction and request correction.

B. **Public Space.** The Licensor reserves the right to use dining areas and other public spaces at other than serving periods, for meetings of Licensor employees or other assemblies. After each use, the Licensor will clean and rearrange the space without expense to the Licensee.

**VII. RESTRICTIONS**

A. **Equipment.** Unless otherwise permitted by the Licensing Officer, the Licensee shall not install equipment other than that specified in this Agreement or remove any Licensor-owned equipment from the premises.

B. **Patronage.** The facilities and services provided in this Agreement are for the benefit and convenience of 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. LICENSING OFFICER’S REPRESENTATIVE (LOR)**

A. The Licensing Officer may designate in writing one or more Government employees, by name or position title, to take action for the Licensing Officer under this license. Each designee shall be identified as Licensing Officer’s Representative (LOR). Such designation(s) shall specify the scope and limitations of the authority so designated; provided, that the designee shall not change the terms or conditions of the license, unless the LOR is a warranted Licensing Officer, and this authority is delegated in the designation.

B. The Licensing Officer’s Representative (LOR) is the Management/GSO Secretary.

**IX. DEFINITIONS** The following definitions pertain to this Agreement.

A. American Embassy Cotonou: American Embassy Cotonou is interchangeable with “Licensor” and “The Embassy.”
B. ERA: A private welfare and cooperative association of American Embassy employees and their dependents.

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.


G. GSO: General Services Office of the American Embassy.

H. RMO: Regional Medical Officer.
## EXHIBIT B

**LICENSOR-FURNISHED EQUIPMENT/MATERIALS (To be Checked)**

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Estimate value</th>
</tr>
</thead>
<tbody>
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<td>Espresso Machine</td>
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Exhibit C

HOLIDAYS SCHEDULE

Holidays

The Cafeteria will be closed on the following official holidays observed by the American Mission Cotonou in 2021. Each year the Licensor will provide similar listing of holidays.

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Signature & Date:

____________________________  _______________________
Licensee Laurel Delmonico, Licensor