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TRADE COMMISSION OF SPAIN  
MIAMI

## REQUEST FOR PROPOSAL FOR CATERING SERVICES AT COVERINGS TRADE SHOW

ICEX España Exportación e Inversiones, E.P.E. in Miami invites qualified catering companies or restaurants to present a proposal to provide lunch at the Spanish Pavilion (booth #5125) during the trade show Coverings (<http://www.coverings.com/>) on April 18 to April 21, 2023.

1.-	Contracting Authority:	ICEX España Exportación e Inversiones, E.P.E (ICEX) VAT No. Q2891001F
2.-	Case Number:	X048-19-2023
3.-	Scope of the contract:	Select a catering or restaurant company to provide paella and Spanish wines at the Spanish Pavilion (booth #5125) during the trade show Coverings.  Coverings <a href="http://www.coverings.com/">http://www.coverings.com/</a> <u>Dates:</u> April 18 to 21, 2023 <u>Location:</u> Orange County Convention Center 9899 International Drive, Orlando, FL 32819
4.-	Submission of tenders:	The three separate documents that represent the proposal need to be sent via email <b>EXCLUSIVELY</b> to <a href="mailto:tenders@icex.es">tenders@icex.es</a> by <b>April 1<sup>st</sup>, 2023 at 4 pm EST*</b>  *Catering/restaurants interested in bidding may contact the ICEX (exclusively to <a href="mailto:tenders@icex.es">tenders@icex.es</a> ) with any questions about the brief up to <b>March 30<sup>th</sup> 2023 at 4 pm EST.</b>  All files should not exceed 4MB in size if sent as attachment. For larger files please use a file transfer service.

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## TERMS OF REFERENCE

### 1) SCOPE OF THE CONTRACT AND TECHNICAL SPECIFICATIONS FOR THE PROPOSAL

Select a Catering company or Restaurant to provide paella and Spanish wines at the Spanish Pavilion (booth #5125) for the Spanish exhibiting companies, their clients and guest, during the trade show Coverings (<http://www.coverings.com/>) on April 18 to April 21, 2023.

**THE KEY ELEMENTS:** Summary of services: dates, times, and number of guests, food and wines:

Service Schedule	Tuesday, April 18	Wednesday, April 19	Thursday, April 20	Friday, April 21
	1.00 – 2.30 pm	1.00 – 2.30 pm	1.00 – 2.30 pm	1.00 – 2.00 pm
Service				
Paella	+/- 600 guests	+/- 600 guests	+/- 600 guests	+/- 150 guests
# of Bottles of Spanish wines by day				
Red wine	55	55	55	17
White wine	35	35	35	14
Cava wine	5	---	---	---

The catering service during this event should project an image of the highest quality and authenticity of the Spanish cuisine and gastronomy.

#### Spanish Paellas:

- Provide information on the types of paella to be served and main ingredients.
- Paella will be presented to guests on traditional paella pan.
- Indicate the sides of the paellas pan in which the paellas will be presented to guests.
- Indicate the number of paellas or paella pans to be served each day.
- Paellas will be served to guests in individual 7" plates.
- All required napkins, plates, cutlery will be provided for the service.

#### Beverage:

- With the paella, red & white Spanish wines will be served, for number of guests described above.
- 5 bottle of Spanish cava will be added to the wine service for a reception on the first day of show.
- Indicate which Spanish wines brands will be served.
- Indicate number of glasses of wine per bottle
- Disposable wine glasses provided for the service.

#### VIP reception:

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- Monday, April 18th 2:30-3:30 p.m. (first day of show)
- Private reception for +/-40 people.
- Spanish red, white & cava wines

## 2) CATERING OR RESTAURANT PROFILE AND STAFFING REQUIREMENTS

### 2.1. Catering company or Restaurant profile and staffing.

- Catering/restaurant with demonstrated expertise in Spanish culinary and food. Must demonstrate proven record by providing examples of past completed work. The technical capability of the catering/restaurant shall be demonstrated by submitting examples in the last three years of works of similar scale and scope, indicating dates and location of execution.
- The catering/restaurant must have the human and material resources necessary for the successful execution of the service outlined in this brief.
- Catering/restaurant that do not include all needed and requested documentation in their offer / proposal that meets all the catering/restaurant profile requirements, will be excluded.
- The catering/restaurant must designate a primary contact person with experience in the caterings industry and in event management, that will be informed of all aspects of the contract, including administrative matters.

### 2.2. Catering company or Restaurant financial requirements

All competing catering/restaurant will be required to demonstrate an annual turnover of at least \$80,000 in the best of the last 3 (three) tax years (2019-20, 2020-21 and 2021-22).

## 3) CATERING COMPANY OR RESTAURANT RESPONSIBILITIES

- Provide with all the food, beverage and materials required for the event.
- Coordinate with the appointed restaurant for the Orange County Convention Center (OCCC), Centerplate, to meet all requirements for the usage of their kitchen and storage facilities.
- Coordinate with Fire Marshall and Event Coordinator at the OCCC to meet with all cooking requirements at the OCCC facilities.
- Supplement Centerplate's staffing for the event if needed to meet the level of service required for the event.
- The designated catering/restaurant primary contact will supervise all aspect of the service before, during and after each day of service.





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#### 4) BUDGET AND ESTIMATED CONTRACT VALUE

The maximum available budget for the contract is **\$70,000** (excluding Taxes) for the 4 days of show. All service fees and gratuities, as well as other expenses such as local transportation, and any other expenses related to the service provision will be included.

The economic proposal will be evaluated based on the offered price excluding taxes, which must be clearly described in the economic offer.

The estimated maximum total contract value is \$70,000 (excluding Taxes)

#### 5) INVOICING AND PAYMENTS

Invoices should be addressed to:

ICEX España Exportación e Inversiones E.P.E.  
Paseo de la Castellana 278, 28046 Madrid, Spain  
VAT Q-2891001F

But **dispatched to:**

Trade Commission of Spain in Miami  
2655 LeJeune Road, Suite 1114  
Coral Gables, FL 33134

#### 6) TERM

The described services in the contract will run from the date the agreement is signed by both parties until April 21<sup>st</sup> 2023. Once the contract expires, it cannot be renewed.

#### 7) PROCEDURE

This briefing will be circulated to multiple catering companies and restaurants.

Catering/restaurants interested in bidding may contact the ICEX (exclusively to [tenders@icex.es](mailto:tenders@icex.es)) with any questions about the brief up to **March 30<sup>th</sup> 2023 at 4 pm EST.**

**Submission of an offer and participation in this tender implies express acceptance of all the points contained in this briefing by the Catering company or Restaurant.**

**The proposal needs to be sent via email *only and exclusively* to [tenders@icex.es](mailto:tenders@icex.es) by April 1<sup>st</sup> 2023 at 4 pm EST.**

All files should not exceed 4MB in size if sent as attachment. A file transfer service should be used for larger files.

The proposal documents will need to be presented in English in **PDF format.**

All competing Catering/Restaurants submitting a proposal should be aware that ICEX will first review the documentation submitted by each Catering/Restaurant to ensure compliance with the





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requirements of this brief. After verifying their compliance with these prerequisites, the technical offer (work proposal) will be reviewed and evaluated. Once the evaluation scores have been assigned to the technical proposal, the economic offer will be opened and evaluated. **The price contained in the economic offer will not be known until that moment.**

A decision will be made as soon as possible after the proposal due date. The decision will be officially notified via email to begin work promptly.

**Proposals not submitted within the deadline will be excluded.**

Non-compliance with any of the requirements established in the present briefing will result in the disqualification of the Catering/Restaurants concerned.

**IMPORTANT: Proposal submission must be divided into 3 (three) separate PDF documents (ANNEXES) detailed as follows:**

#### **ANNEX I. Economic and technical solvency. PDF file**

- ✓ **Catering company or Restaurant solvency report.** provide examples of projects of similar scope to demonstrate ability to execute the requested work;
- ✓ **Financial accounts** for the best of the last three tax years (2019-20, 2020-21 and 2021-22) in order to meet fiscal solvency criteria.

**Catering company or Restaurant not satisfying any of the stipulated solvency criteria, will be excluded from the tender and their offers will not be evaluated.**

#### **ANNEX II. Technical Proposal. PDF file**

- ✓ **Technical proposal:** Detailed work proposal and description on how the catering service will be implemented every day, including daily schedules for the service.

**NOTE that the Technical Proposal must be presented without any reference to prices and in separated files of the Solvency documents and Economic Proposal.**

If the proposal submitted simply states that the Catering company or Restaurant can meet some or all the requirements but does not provide information or detail on how they will do so, technical proposal will be assigned a score of 0.

#### **ANNEX III. Economic Proposal.**

- ✓ ICEX will evaluate tenders based on the offered Catering company or Restaurant total price (excluding taxes) for executing the requested work.





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- ✓ Provide detailed breakdown of prices for all items covered in the proposal.
- ✓ Proposals exceeding the **maximum available budget (\$70,000, excluding taxes), will automatically be disqualified.**

### 8) EVALUATION CRITERIA

All proposals will be evaluated and compared on equal terms using the following criteria and weighting:

EVALUATION CRITERIA	Points (Max.)
<b>I. Total budget</b>	<b>Up to 45 Points</b>
The Catering company or Restaurant with the lowest total price will receive the highest score of the item, and the rest will obtain the proportional score. Most economical offer = maximum score. Rest of the offers will have the following formula applied: points per offer = (price of the most economical offer / price of offer) X maximum score per criteria.	
<b>II. Company's strategy, means of implementation</b>	<b>Up to 55 points</b>
<i>(The proposals that do not receive at least 20 points in this section will be automatically excluded)</i> For each section we shall assess the <b>quality</b> of the proposal to Spanish cuisine and gastronomy:	
The extent to which the Proposal meets our requirements as set out in this brief, according to the following breakdown: <ul style="list-style-type: none"> <li>- Accuracy of proposal to Spanish paella recipes: 20 points</li> <li>- Quality of Spanish proposed wines: 20 points</li> </ul> We will evaluate if the Catering/Restaurant is acquainted to Spanish recipes, ingredients and variety of wines.	40
The extent to which the Proposal is realistic and perceived as Spanish culinary. We will evaluate whether the Proposal offers positive perception of quality and authenticity of the Spanish Cuisine.	10
Other additional services (without additional cost) which are not specified in the Request for Proposal that may positively improve the service.	5

The elements of the proposals - other than price- will be scored as follows:

0% of allocated points	Proposal simply states that the Catering company or Restaurant can meet some or all the requirements but does not provide information or detail on how they will do so
50% of allocated points	Compliant
75% of allocated points	Fully Compliant





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100% of allocated points	Exceeds Requirements
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Financial proposals will be evaluated to determine whether they can be considered disproportionate or anomalous.

Bids will be considered disproportionate or anomalous when:

- The financial proposal is 20% below the maximum budget, in case there are fewer than three bidders.
- The financial proposal is 10% under the arithmetic mean of the bids submitted, in case there are three or more bidders. Notwithstanding, the most expensive bid will be excluded, when calculating the arithmetic mean.

Whenever a bid is considered disproportionate or anomalous, the interested party will be requested to justify their proposal, its terms and conditions, within the 72 hours following its notification. Having received the plea or the aforesaid time limit having expired, the Client will decide, upon technical advice, if necessary, on considering the bid disproportionate or anomalous, excluding it accordingly.

#### Tiebreaker criteria

In the event of a tie in the score obtained by two or more bidders, it will be resolved by applying the following social criteria in order, referred to at the end of the deadline for submitting offers:

- a) Higher percentage of workers with disabilities or in a situation of social exclusion in the workforce of each of the companies, giving priority in case of equality, the largest number of permanent workers with disabilities in the workforce, or the largest number of workers in a situation of social exclusion in the workforce.
- b) Lower percentage of temporary contracts in the workforce of each of the companies.
- c) Higher percentage of women employed in the workforce of each of the companies.
- d) The draw, if the application of the above criteria had not resulted in a tiebreaker.

The supporting documentation for the tiebreaker criteria referred to in this section will be provided by the bidders at the time the tie occurs, and not previously.

#### 9) OBLIGATIONS

The Catering company or Restaurant shall be responsible for the technical quality of the work and services it may carry out during this contract. It shall also be responsible for any consequences arising for ICEX, or for third parties, from errors, omissions, inappropriate methods, or incorrect conclusions in the performance of the contract.

Specifically, the Catering company or Restaurant shall be responsible for:







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- Ensuring that both the development and the result of the services/work which it has been contracted to carry out comply with the quality specifications required by ICEX.
- Compliance with the time-limits agreed with ICEX in each case.
- Omissions, errors, incorrect conclusions, or inappropriate methods that it may recommend and implement during the term of this contract.
- The personnel forming part of the project team assigned to the development and performance of the Contract, with the Catering company or Restaurant bearing sole liability in employment matters for the conduct and operation of the above-mentioned team.
- The processing of any information and data made available to it.

Only the activities, budgets and procedures included in the Contract will be binding for the Parties.

## 10) CANCELLATIONS

ICEX reserves the right to unilaterally terminate the Contract if the services are not performed in accordance with the instructions received from ICEX, if any of the deadlines applicable to the Catering company or Restaurant are not met or if there is any failure to fulfil the obligations established in the Contract. All the above is without prejudice to any claims for damages that might arise.

### **Force Majeure or restrictions imposed by the Authorities**

The parties will not be responsible for the damages and losses caused to the other party for delays or breaches of the contract that bring their cause in cases of *force majeure* or restrictions imposed by the Authorities. The duties of the contract will be considered suspended while the situation of *force majeure* or restriction lasts, and the parties will try to reach an agreement in good faith that benefits their respective interests as much as possible. In any case, the party that has knowledge of these facts must inform the other as soon as possible so that said duties are suspended or that the measures deemed appropriate are adopted. If the cause of *Force Majeure* or restriction extends in time for more than three months, either party will be entitled to request the termination of the contract without having to indemnify the other party for it.

### **Cancellation or postponement of activities**

In the event an activity eventually is not held, ICEX shall solely satisfy the expenses incurred by the Catering company or Restaurant from the date of the contract (and in connection with the same) until the date of a formal notice of the cancelation by ICEX. To be reimbursed, the Catering company or Restaurant must submit all documentary invoices of the expenses incurred up to that date.





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In the event that the activity is postponed, the parties will try to reach an agreement in good faith that benefits their respective interests as much as possible.

### 11) INTELLECTUAL PROPERTY AND CONFIDENTIALITY

All intellectual or industrial property rights in the work created by the Catering company or Restaurant and all the information gathered by it in connection with the contract shall belong to ICEX.

The Catering company or Restaurant shall, at its own expense, defend any claim or threatened claim brought by third parties against ICEX, insofar as said claim is based on the allegation that the work carried out by the Catering company or Restaurant within the framework of this contract infringes intellectual or industrial property rights of third parties or constitutes an undue appropriation of trade or industrial secrets belonging to third parties.

The Catering company or Restaurant is obliged to maintain professional confidentiality with regard to the information and documentation provided by ICEX for the performance of the services.

The Catering company or Restaurant shall only permit access to the confidential information to those persons who have a need to know it for the purposes of carrying out the activities and services under the contract. The Catering company or Restaurant shall be responsible for ensuring compliance with the confidentiality obligations by the personnel in its employ and by any persons or entities working in collaboration with the Catering company or Restaurant or subcontracted by it.

The Catering company or Restaurant also undertakes not to use any confidential information belonging to ICEX to which it may have access for its own or private purposes or for any other purposes.

This obligation shall remain in force both during and after the end of the activities to which the contract relates, until the said information comes into the public domain or, for any other legitimate reasons, loses its confidential status.

Failure to comply with the obligations indicated above shall entitle ICEX to bring civil or even criminal actions against the Catering company or Restaurant for any liability that might be applicable.

This clause shall not apply to information that is (i) in the public domain, (ii) already known to the party receiving it, (iii) disclosed in compliance with court orders or under legal obligations.

### 12) EUROPEAN FUNDING

The activities contemplated under this briefing may be subject to European Union's financing.





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The successful tenderer will be obliged to comply with the information and advertising obligations set out in Annex XII, section 2.2. of Regulation (EU) 1303/2013 of the European Parliament and of the Council of 17 December 2013, and in particular with the following:

- In the working documents, as well as in the reports and in any type of medium which is used in the actions necessary for the subject of the contract, the EU emblem will appear in an obvious and noticeable way.
- In any public dissemination or reference to the actions provided for in the contract, whatever the means chosen (brochures, posters, etc.), the following elements must be included in a noticeable manner: emblem of the Union European in accordance with established graphic standards.

### 13) CONTRACT AND JURISDICTION

Once the Catering company or Restaurant has been selected, a contract will be signed between ICEX and the catering/restaurant.

To solve any dispute, disagreement, issue or claim which may arise from the performance of the Agreement executed with the Awardee of this tender, the matter will be referred to Ordinary Courts and Tribunals of Madrid (Spain), expressly waiving any other jurisdiction. The language used in any dispute shall be Spanish. Spanish legislation shall be applicable to the contents of this Tender.

Miami, on the date included in the signature.

ICEX Board of Directors

By Delegation (Resolution of September, 30<sup>th</sup> 2021; BOE [Official State Gazette] as of October, 11<sup>th</sup> 2021)

Francisco J. Garzon Morales  
Trade Commissioner of Spain in Miami

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This service/activity can be subject to European Union's financing through the European Regional Development Fund (ERDF).

