

REQUEST FOR PROPOSAL FOR CATERING SERVICES AT FOOD & WINE CLASSIC IN ASPEN, JUNE 16 to 18, 2023

ICEX España Exportación e Inversiones, E.P.E. in New York, invites qualified restaurants and catering companies to present a proposal to provide tapas and live cooking demos at the Spanish tent during the **Food & Wine Classic** (<https://classic.foodandwine.com/>) that will be held in Wagner Park, Aspen on **June 16 to 18, 2023**, according to the following terms of reference.

1.-	Contracting Authority:	ICEX España Exportación e Inversiones, E.P.E (ICEX) VAT No. Q2891001F
2.-	Case Number:	X054-14-2023
3.-	Scope of the contract:	Select a Spanish cuisine restaurant / catering company to provide daily tapas menu and demo cooking in the Spain tent at the Food & Wine Classic in Aspen. <u>Event:</u> Food & Wine Classic in Aspen <u>Dates:</u> June 16-18, 2023 <u>Location:</u> Grand Tasting Tents - Wagner Park Aspen, CO
4.-	Submission of tenders:	The three separate documents that represent the proposal need to be sent via email EXCLUSIVELY to tenders@icex.es by: May 19, 2023 at 12 pm CET. All files should not exceed 4MB in size if sent as attachment. For larger files please use a file transfer service.

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

1. SCOPE OF THE CONTRACT

The restaurant or catering company will provide tapas service and live cooking demos at the Spain tent for all sessions of the Private Trade Tastings and Grand Tastings taking place during the three days of the Food & Wine Classic in Aspen: **June 16, 17 and 18, 2023.**

Catering needs for 3 Private Trade Tastings (PT) and 5 Grand Tastings (GT):

- **Daily tapas menu** of room temperature authentic small bites during each of the 3 Private Trade previews and 5 Grand Tastings, to be served by the restaurant which showcase Spain's best-known and available ingredients, such as: *conservas*, olives, cheeses, jamón ibérico, chorizo, etc.



- **Live cooking demo:** Feature one daily dish in a live cooking demo at each Grand Tasting, presented by an experienced chef and communicator who has deep knowledge and firsthand expertise working with Spanish cuisine. (Note: A 4- burner Monogram induction cooktop will be provided in the tent for the cooking demos.)

Summary of schedule and servings for the 5 Grand Tasting sessions:

Session	Date	Hours	Number of small samples/tastes
PT1/GT1	June 16 th	11:00 am – 1:30 pm	1,100 to 1,300
GT2	June 16 th	4:30 pm – 6:30 pm	800 to 900
PT2/GT3	June 17 th	11:00 am – 1:30 pm	1,100 to 1,300
GT4	June 17 th	4:30 pm – 6:30 pm	800 to 900
PT3/GT5	June 18 th	12:00 pm – 2:30 pm	1,100 to 1,300

Services required be included in proposal:

- Presenting chef and 4-5 additional team members (include Chef's bio).
- Experienced Spanish jamón carver for all Grand Tasting Sessions.
- Purchase of catering passes for additional team members (FWS will provide restaurant 3 exhibitor passes).
- Tapas menu proposal for each day, to include one hot dish per day which Chef will prepare as a live demo in the tent during the Grand Tastings, and a selection of room temperature tapas to be served by the restaurant showcasing Spain's best-known ingredients, such as, conservas, olives, jamón, chorizo, cheese, etc.
- All labor necessary both in your restaurant/catering kitchen and on site to prepare, plate and serve the tapas for the event.
- Staff support throughout the above Grand Tasting sessions to ensure replenishment and keeping prep and service tables tidy.
- Any needed kitchen equipment rentals. (Note: Tent will be equipped with one induction burner cooktop on a low riser for cooking demo's and 2–6-foot service tables).
- Disposable eco-friendly plates and forks and serving platters as needed (must comply with Food & Wine requirements).
- Provide all the food, ingredients and materials required for the tastings and live cooking demos.
- Confirmation that the tapas will be prepared at a licensed commercial kitchen as per event guidelines (please see attached Food & Wine Classic food sampling guidelines).

2. TERM OF THE CONTRACT

The described services in the contract will run from the date the agreement is signed by both parties until June 19th, 2023, and is not eligible for renewal.

3. BUDGET AND ESTIMATED CONTRACT VALUE

- The maximum available budget and the estimated value for the contract is **\$60,000 (including fees, gratuities, and taxes)** for the 3 days of the festival.
- All service fees, as well as other expenses such as local transportation, and any other expenses related to the service provision must be included in the budget.
- The economic proposal will be evaluated based on the offered price excluding taxes, which must be clearly described in the economic offer.

4. TECHNICAL/PROFESSIONAL REQUIREMENTS

- Caterer/restaurant must have demonstrated knowledge and expertise in the preparation of Spanish cuisine and tapas. Must demonstrate proven record by providing examples of past completed work in the last three years.
- Catering/restaurant company must have an experienced chef and communicator who has deep knowledge and firsthand expertise working with Spanish cuisine in well regarded restaurants in the US or Spain (5+ years during the last 8 years). Include Chef's bio with proposal.
- Confirmation that the tapas will be prepared at a licensed commercial kitchen (please see attached food sampling guidelines).
- The caterer/restaurant must designate a primary contact person, that will be informed of all aspects of the contract, including administrative matters, as well as a service manager on site for the Grand Tastings.
- Before signing of contract, selected restaurant/catering company will have to provide a **Certificate of Insurance** naming "TI Gotham Inc. and its parents, subsidiaries, affiliates and assignees, existing now or hereafter", as additional insureds to: FWClassicCOI@foodandwine.com.
 - Please name TI Gotham Inc., 225 Liberty Street, New York, New York 10281 as the Certificate Holder, **AND** a COI including the Trade Commission of Spain as an additional insured.

5. ECONOMIC/FINANCIAL SOLVENCY REQUIREMENTS

- The caterer/restaurant must have the human and material resources necessary for the successful execution of the service outlined in this brief.
- Caterer/Restaurant must demonstrate financial solvency by providing a certificate confirming revenues of 1.5X the contract value (\$90,000) in the best of the last three fiscal years.

5.1. INVOICING AND PAYMENTS

Invoices should be addressed and submitted as follows:

ICEX España Exportación e Inversiones, E.P.E.
VAT No.: Q 2891001 F



c/o Trade Commission of Spain
405 Lexington Ave. 47 fl.
New York, NY 10174

6. PROCEDURE FOR SUBMISSION OF PROPOSALS

- Deadline: **May 19th**, 2023, at 12 pm CET.
- Submission via email, **ONLY** to: tenders@icex.es
For any questions about the brief, you may contact: tenders@icex.es up to **May 16th, 2023**, at 4 pm CET.
- **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.**

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**.

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.

IMPORTANT: Proposal submission must be divided into 2 (two) separate PDF documents (ANNEXES) detailed as follows:

Document one: Proof of technical and financial solvency (**WITHOUT ANY REFERENCE TO THE PRICE**)

Submit examples in the last three years of works of similar scale and scope, indicating dates and location of execution.

- CV (resume) for Chef who will be presiding at the event.
- Declaration that the tapas will be prepared at a local licensed commercial kitchen as per Food & wine Classic guidelines.
- Primary contact person for the project.
- Specify detail of human and material resources to be provided for the successful execution of the service outlined in this brief.

- **Document two:** The Proposed menu and plan of work (**WITHOUT ANY REFERENCE TO THE PRICE**)

- Detailed proposal, to include the menu for daily room temperature tapas and for the daily dish to be featured in the demos, including list of Spanish ingredients to be featured in the dishes, as well as details of how the daily catering service will be implemented.

- **Document three:** Financial offer (total price)

- The total price for the service required, itemized for service, expenses and taxes, which cannot exceed the **maximum available budget of \$60,000.**

- **Review process:**

- ICEX will first review the documentation submitted by each Caterer/Restaurant to ensure compliance with the requirements of this brief. After verifying their compliance with these prerequisites, the service proposal will be reviewed and evaluated. Once the evaluation scores have been assigned to the service proposal, the economic offer will be opened and evaluated. **The price contained in the economic offer will not be known until after the evaluation of the service proposal.**
- 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.
- 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.

7. EVALUATION CRITERIA

All proposals will be evaluated and compared on equal terms using the following criteria and weighting on a 100-point scale:

EVALUATION CRITERIA	Points (Max.)
I. Economic Offer (Price)	Up to 40 Points
The proposal with the lowest budget will receive the highest score and the score for all others will be proportional. Lowest total price=maximum points Rest of the offers= proportional points, calculated as (price of the most economical offer / price of offer) X maximum score per criteria.	40
II. Proposal	Up to 60 points
The service proposal will be valued on the degree to which the proposed execution and menu represents authenticity of Spanish cuisine and ingredients.	
The extent to which the Proposal meets requirements as set out in this brief, will be valued according to the following breakdown: <ul style="list-style-type: none"> 1. Menu – Variety and authenticity of Spanish tapas (max 25 points) 2. Ingredients- incorporation of products of quality with Spanish protected designations of origin (PDO's) (max 20 points) 	45
Chef's years of professional experience working with Spanish food, wines, culture, and gastronomy which exceeds the minimum 5 years within the last 8 years) 2.0 points per additional year. (max 10 points)	10

Added Value (without any additional cost) – Any service not specified in the Request for Proposal that may positively improve the presentation of the menu and services in the Spain tent. (ex: Food Table décor, social media promotion, etc.) (max 5 points)	5
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The elements of the proposals - other than price- will be scored as follows:

0% of alicante 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 with basic provisions but lacking detail
75% of allocated points	Fully Compliant
100% of allocated points	Exceeds Requirements – proposal goes above and beyond the basic requirements of the

Bids disproportionate or anomalous

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 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:

- 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.
- Lower percentage of temporary contracts in the workforce of each of the companies.
- Higher percentage of women employed in the workforce of each of the companies.
- 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.

8. 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:

- 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.

9. 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.

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.

10. 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.

11. EUROPEAN FUNDING

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

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.

12. 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.

New York, on the date included in the signature.

ICEX Board of Directors

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

Bruno Fernández Scrimieri
Trade Commissioner of Spain in New York

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