



EAT SPAIN DRINK SPAIN USA 2023

BRIEFING/CONTRACTUAL CONDITIONS
CALL FOR BIDS
FROM
COMMUNICATIONS AGENCY
AUGUST 2023

ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E. P. E.
TRADE COMMISSION OF SPAIN IN NEW YORK

Eligible for co-financing from European Union Funds

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ICEX Spain Trade and Investment, E.P.E. (hereinafter, **ICEX**), represented by the Trade Commission of Spain in New York, (hereinafter, TCSNY), invites qualified food and wine communication agencies (hereinafter, the Agency), to submit a proposal to support the TCSNY in the successful planning, organization, execution, verification and reporting of the Eat Spain Drink Spain USA 2023 program.

ICEX is a public entity that is part of the Ministry of Industry, Trade and Tourism through the State Secretariat for Trade, established and governed by Royal Decree-Act 4/2011, dated 8 April, and with its headquarters in Madrid (Spain). ICEX's remit is to promote exports by Spanish companies and support their internationalisation to improve their competitiveness and attract and promote foreign investment in Spain.

To achieve its goals, ICEX has an extensive network of professionals who specialise in this field. These professionals work at ICEX's headquarters in Madrid, at the 30+ Territorial and Provincial Trade Offices based in different Spanish cities, and at the almost 100 Economic and Commercial Offices established in Spain's Embassies and Consulates worldwide. ICEX operates in the United States through the TCSNY.

Foods & Wines from Spain (FWS) is ICEX's registered trademark for the international promotion of Spanish food, wines, and gastronomy; therefore, all the activities organised in the context of this plan should preferably be implemented under this trademark.

1.-	Contracting Authority:	ICEX España Exportación e Inversiones, E.P.E. (ICEX Spain Trade and Investment) VAT No. Q2891001F
2.-	Scope of the contract:	<p>To select a communication agency with experience in promoting restaurants, chefs, foods and beverages to potential diners in the US. The promotion will focus on the organization of press and influencer dinners and reaching out to Spanish restaurants to encourage them to run special promotions menus during the month of October 2023.</p> <p>The Agency will be responsible for all aspects of organization and execution including the verification and documenting of all these activations.</p>
3.-	Submission of tenders:	<p>The three (3) separate documents that represent the proposal need to be sent via email EXCLUSIVELY to tenders@icex.es by August 17th., 2023, by 5:59 pm Eastern Time / 23.59 Central EuropeanTime.</p> <p>Attachments should not exceed a total of 4MB in size; in the event that they are larger, a tried and tested file transfer service should be used.</p>

1.1. ICEX, the Spanish agency for the promotion of trade and investment

ICEX (www.icex.es) is a Spanish public body established in 1982 whose main purpose is to promote the internationalisation of the Spanish economy. ICEX is attached to the Ministry of Industry, Trade and Tourism (MINCOTUR) (www.mincotur.gob.es) and is responsible for developing and implementing the Ministry's international economic policy. However, ICEX is not part of the state administration, and has a degree of operational and budgetary autonomy.

Since its foundation, ICEX has played a crucial role in the modernisation of the Spanish economy. ICEX's original mandate was to promote the export of Spanish products to international markets, and it has had much success, gaining a great deal of experience in the pursuit of this objective. The current catalogue of promotional activities includes: the organisation of trade missions, events promoting Spanish produce, aiding the participation of Spanish companies at international trade fairs, and market research and reports, amongst other services.

Furthermore, ICEX has gradually developed other products and services, aimed not only at supporting exporters but also at others involved in the international distribution chain for Spanish products, such as importers, distributors, and members of the press.

Thanks to ICEX's success and Spain's increasing integration into the international economy, ICEX's mandate has been extended and updated to also include boosting the competitiveness of Spanish companies, especially SMEs, and attracting direct foreign investment to Spain. Regarding the first of these objectives, ICEX has developed various informative, educational, and promotional programmes to improve the tools available for enhancing the competitiveness of SMEs in foreign markets.

To achieve its mission, ICEX has an extensive network of professionals who specialise in this field. These professionals work at ICEX's headquarters in Madrid, at the 30+ Territorial and Provincial Trade Offices based in different Spanish cities, and at the almost 100 Economic and Commercial Offices established in Spain's Embassies and Consulates worldwide.

1.2. Industry information

Spanish food and wine compete with the rest of the world for consumer recognition in the US market. In the last decade Spain has positioned itself as a gastronomic trailblazer and as a leader in creativity and innovation.

Foods from Spain includes a variety of quality and gourmet foods such as: olives, olive oils (i.e. as gourmet EVOO sourced from estate grown olives), sherry vinegar (from Jerez a unique product with Designation of Origin), cheeses (Famed Manchego and so many more gourmet cheeses), Ibérico meat, Ibérico ham and charcuterie (Spain's gastronomic jewel), fish preserves – tuna, anchovies (boquerones), sardines, octopus, etc. -, piquillo peppers, piparra peppers, quince paste, crackers, tortas, gourmet potato chips (truffle, Ibérico ham flavor) pimenton (unique distinctive smoked paprika), saffron, marcona almonds, honey, dried fruit cakes, chocolate. Fresh fruit and produce such as persimmon, lemon, garlic, citrus: lemons and clementines, etc. We also have frozen octopus, squid and bluefin tuna, which has become a big product for us in the foodservice channel.

Wines from Spain offer an extensive range of world class wines crafted from indigenous and organically grown grape varieties, displaying the regional diversity of its 71+ protected designations of origin. With traditions in winemaking dating back to Roman times, and more acreage under vine than any other country, Spain today is the third largest producer of wine, the world leader in wine exports and the #1 leader in organic vineyards planted. In the US market, Spanish wine imports currently rank sixth in volume and fourth in value, offering plenty of opportunity for growth. Wines produced in Rioja, Ribera del Duero, Rias Baixas and Rueda with

the native Tempranillo, Garnacha, Albariño and Verdejo grapes are most widely distributed in the US, along with Cava, Spain's signature traditional method sparkling wines, as well as the unparalleled fortified wines of Jerez. But less familiar regions working with Monastrell, Mencia, Bobal, Cariñena, Godello, Macabeo and dozens of other indigenous varieties have also found the favor of the US wine media, trade and wine loving consumer.

Spain's gastronomy is varied, traditional, modern and cross cultural, giving and taking from the world. Regional traditions are interpreted and reimagined. Famous chefs in Spain such as the Adria Brothers, Ferran and Albert; the Roca Brothers; and the king of grilling Victor Arguinzoniz of Asador Etxebarri, are joined in the US by the irrepressible force of Chef Jose Andres, his team at Jose Andrés Group and Mercado Little Spain in NY (rated 2019 best new restaurant in NY by NYTimes), as well as many excellent independent chefs creating exquisite Spanish cuisine in different regions of the country. These include Chefs Alex Raij and Ed Montero of Txikito and La Vara in NY, Chef Luis Roger of BCN and MAD in Houston, Chef Dani García of Casa Dani in New York City, Chef Katie Button of Curate in Asheville, NC and Chef Javier Canteras of Urdaneta in Portland OR, Mat Schuster of Canela in San Francisco CA, among others.

Other quality alcoholic beverages to highlight and which are beginning to make inroads in the US market, include vermouth, regional ciders, craft beers and a growing line of artisanal gins and spirits.

The specific objectives, aimed at achieving the ultimate objectives of this briefing, are described as follows.

1.3. General objective

One of the main objectives of the TCSNY is to promote the Spanish wine, beverages, and food sectors throughout the United States. To this end, every year, in coordination with ICEX's headquarters, it plans, defines, executes, and monitors a wide and diversified catalogue of activations, mostly aimed at the trade, but also some including the end consumer. Gastronomy plays a central and key role in this strategy as a means of promoting Spain's food and beverage products to the various audiences and stake holders.

In view of the above, ICEX and the TCSNY is seeking an Agency with experience in the foodservice world aimed at planning, organizing, coordinating and executing the Eat Spain Drink Spain program in the USA during the month of October 2023.

1.4. Scope of the contract

Background

Spanish cuisine is a central axis in the promotion of Spanish food and wine. Within this framework, ICEX has developed the "Restaurants from Spain" certification program. Launched in 2020, the certification is an instrument for the support and recognition of restaurant initiatives that are focused on Spanish cuisine, guaranteeing the level of authenticity of these establishments. The idea is to establish standards and criteria for the consumer who is looking for an authentic Spanish gastronomic experience, as well as models that can be followed by other restaurateurs.

Since its inception, the program has been implemented in the UK, Germany, China, Singapore, the Netherlands, Mexico, Japan and the United States, among other countries. Currently there are 70+ RFS certified restaurants in the USA.

For October 2023, the Eat Spain, Drink Spain program intends to promote Spanish Foods, Wines and Gastronomy throughout the USA with special emphasis on the most relevant markets. These are located in the country's major cities on the east and west coasts (NYC, Boston, Washington DC, Chicago, Atlanta, Miami, Dallas, Houston, San Antonio, Los Angeles and San Francisco, among others), but also in smaller foodie towns like Charleston (SC), Durham or Asheville (NC).

The Eat Spain, Drink Spain (ESDS) program comprises different activations (which are not part of this RFP) that will be carried out concurrently during the month of October:

- a native media program with renown and prestigious online platform;
- in store sale promotions with selected food and wine retailers;
- feature articles in specialized magazines;
- a special promotion of wines from Spain with specialized e-tailers;
- including a large event highlighting Spain's gastronomy and wines, titled Spain's Great Match at Mercado Little Spain in New York on October 17th

Agency Responsibilities

In view of the above, the selected agency will have to develop two broad activations within the Eat Spain Drink Spain program described above:

- a public relations and influencer activation which includes appropriate dinners in Spanish restaurants with this targeted audience, aimed at creating and distributing content about Spanish gastronomy, food, wines and beverages;
- a Spanish restaurants promotion during the month of October. The Agency will contact Spanish restaurants and provide incentives for them to run special dinners, etc.

Additionally, the Agency will propose and execute a communication plan to amplify the reach of these promotions locally and nationally, where appropriate.

To achieve these activations, the Agency will need to:

- Organize influencer dinners in major markets. For example, plan a dinner for 8 to 10 influencers who can post about their experience at the corresponding Spanish restaurant. Also, local foodie media who report on restaurants can also be included.
- Develop all needed assets and promotional materials following ICEX design guidelines. ICEX will provide these assets and guidelines.

1.4.1. Press and Influencer Dinners

The Agency will, to this end, be required to perform the following tasks:

- **Identify Target Audience:** Determine the specific audience to be reached through the influencer dinners and restaurant promotions. This should include media influencers, local journalists, food bloggers or industry professionals.
- **Define Goals:** Clearly outline the objectives to be achieved through these events. It could be increasing brand awareness, generating positive reviews and coverage, driving foot traffic, or boosting social media engagement.
- **Create Compelling Content:** Develop engaging content and storytelling elements that showcase the unique aspects of the Spanish gastronomy and the restaurant, such as its ambiance, cuisine, or chef's specialties. This could include personalized invitations, behind-the-scenes footage, or exclusive menu previews.
- **Establish Partnerships:** Collaborate with relevant influencers, food bloggers, or local media outlets to leverage their reach and influence.
- **Event Planning:** Carefully plan and organize the influencer dinners, paying attention to menu curation, seating arrangements, and event flow. The aim is to highlight authenticity with ingredients of Spain origin as the key.
- **Media Outreach:** Craft a targeted media list and reach out to journalists, bloggers, and other influencers in the food and dining industry. Share press releases, event details, and exclusive invitations to generate pre-event coverage and post-event reviews.

- **Social Media Strategy:** Develop a robust social media strategy to amplify the reach and impact of the influencer dinners and restaurant promotions. Create engaging content, use event-specific hashtags, encourage user-generated content, and leverage influencer partnerships for wider exposure.
- **Monitor and Measure:** Continuously monitor the impact of the influencer dinners and restaurant promotions. Track metrics such as media coverage, social media engagement, website traffic, and reservation bookings to evaluate the success of your efforts.
- **Follow-up and Engagement:** Engage with attendees, influencers, and media after the event. Express gratitude, share event highlights, respond to reviews or feedback, and continue fostering relationships for potential future collaborations. Lastly, the Agency will need to be available to present on an ongoing basis status of work and at the end of the promotional period prepare wrap up report and present this to ICEX and TCSNY.

1.4.2. Spanish restaurants promotions during the ESDS October promotion

Under the October theme of ESDS, the Agency will organize the presence of Spanish restaurants in the promotion. This translates into restaurants offering some type of October special, calling out on newsletters, restaurant posts ESDS, etc. In the proposed plan the Agency will provide a minimum number of participating restaurants.

A budget must be set aside for offering appropriate incentives and any needed assets to participating restaurants.

All artworks must conform to *Foods and Wines from Spain's* brand identity and requires approval by the TCSNY. Event graphics and design elements to be utilised in all materials will be provided by ICEX. The Agency will be responsible for hiring and making direct payment to the selected service providers.

Communication and Public Relations

- Design a communication strategy for the Eat Spain Drink Spain campaign, to be run from September to October, to maximize media coverage and social media presence before, during and after the events. The strategy must translate into a specific action plan with clear deliverables.
- Provide a realistic PR plan, indicating tactics, targets, timeline and deliverables.
- Generate press and social media coverage on Spanish food, wines, and trends as they relate to the Eat Spain Drink Spain campaign and participants, to include pre-event calendar listings in major wine and food industry websites and publications, profile articles highlighting the growth, quality and opportunity of Spanish food and wines for the US trade, as well as pre-event media coverage encouraging attendance.
- Write and create all materials, including invitations, press releases, media alerts and pitch letters.
- Proactively seek media interviews and photo opportunities prior to and during the events.

Website and social media

Develop a communication plan for the campaign to include all the following elements:

- Website:
 - Develop and provide content to dedicated event web pages on the www.foodswinesfromspain.com website which will serve as the home /hub for all event communication. Examples of similar Eat Spain Drink Spain event pages can be found in the following link:
 - <https://www.foodswinesfromspain.com/en/upcoming-events/trade-shows-detail-three/eat-spain--drink-spain-2022>
 - Well written content about the event as well as relevant news and alerts should be published in the relevant sections of the website throughout the month leading up to the event, to maximize interest and quality of attendees.
 - Note: All paid content will become the property of ICEX.
- Social Media: The Agency should deliver a detailed social media (SM) communication calendar (content grid) indicating the target date for each of the following:
 - Create and develop a content grid with corresponding assets in which it shows what will be published and when. All posting will be handled by Firma BCN, another agency based in Spain who manages these channels.
 - Generate excitement and interest in the Eat Spain Drink Spain events before, during and immediately following the events.
 - On the day of appropriate event, the agency should arrange for interviews for stories on FWS main Instagram/Facebook accounts:
 - <https://www.instagram.com/spainfoodwine>
 - <https://www.facebook.com/SpainFoodWineUS>

Photography and Video:

- The Agency will be responsible for producing / contracting all event photography and for the filming and production of a 3–5-minute Full HD 1920x1080 video recap of the campaign, to be uploaded to the Foods and Wines from Spain YouTube channel and website.
- The video should be edited utilizing the specific FWS graphic design materials created by ICEX for all video content. All texts, names and titles of persons interviewed should follow the corporate colours of FWS.
- The Agency should deliver a dossier of professional photographs for corresponding activations.

Note: All rights for the above materials will belong to ICEX.

Reporting – Periodic and Final Event Reports

- During the months leading up to, and immediately following the events, ICEX represented by TCSNY may require the Agency to meet on a more regular basis for the preparation of the events.
- By the end of November, the agency will be required to deliver a complete final wrap up report describing both the different tasks undertaken as well as the results and include complete contact info for all attendees.
- These reports will include a detailed description of promotion strategy, all promotion efforts, results, analysis of social media activity, and results from both the participating companies and attendee surveys.
- All communications must be channelled through the TCSNY.

Spanish restaurants promotion event - Management and Logistics

- Develop a detailed and executable logistics and management plan with non-binding, but viable budget recommendations for this activation. This should include storage and delivery of campaign campaign materials.
- Contact restaurants for the set-up and execution of activations.
- Identify and contact persons responsible for decision making and planning of restaurant specials and promotions.
- Identify and secure assets, materials needed.
- Coordinate with all involved.
- Prepare budget for this activation.
- Promote ESDS and participants.
- Contact and follow up with all target guests.
- Compile final attendee list with all contact information before and after the event.
- Identify, contact and follow up with appropriate media and influencers.
- Ensure restaurant has graphic assets, email to send to its database.
- Fulfil post-event tasks and provide reporting no later than one month following the event:
- Prepare post event report to show what was done.

Note: Event graphic assets and design guidelines to be utilised in all materials will be provided by ICEX.

NOTE: Agency will be responsible for the hiring and payment of any third-party expenses related to the restaurants

1. PURPOSE OF THE CONTRACT

To select a communications agency with extensive experience with restaurant promotion in the United States to manage and execute the ESDS promotion program.

2. CONTRACT

Once the winning company has been selected, a contract will be signed between ICEX and the Agency, which will include copyright and intellectual property clauses, activities to be carried out, payment terms and conditions, and other details.

3. CONTRACT TERM

The services described are scheduled to run for a **maximum period of four (4) months ending, no later than November 30, 2023.** If both parties agree, the contract may be eligible for up to the following 2 (two) ESDS promotion program renewals.

4. CONTRACT BUDGET

Base tender budget.

The total **maximum budget for this ESDS promotion** for the contract is **200,000 USD** (excluding taxes), inclusive of fees, and any third-party expenses, which may be renewable for the two (2) more years.

Estimated Contract Budget Value

The **maximum value of the contract**, including its two (2) possible extensions, will be **600,000 USD** (excluding taxes)

Under no circumstances can the annual budget be exceeded.

5. PAYMENT AND INVOICING

- a. **Contract amount.** The parties will only be bound by the content and amount stated in the Contract. The Agency should not incur any expenditure on behalf of ICEX prior to the date of signature of the corresponding contract and without prior approval from ICEX, represented by the TCSNY.

Should any of the planned activities/services not be carried out, the budget allocated to the respective activity/service will be deducted from the overall budget. Replacement activity/service, of a similar nature to and up to a maximum cost of the activity that has been cancelled will need to be agreed upon prior to implementation and it may be necessary for the contract to be amended accordingly in Appendix III of this document.

Invoices and reporting. Corresponding invoices are to be provided to ICEX in US Dollars. The contract will be paid with monthly payments in arrears, these payments will be made for the programs carried out each month at the offered prices.

ICEX will be invoiced once each activity involved has been completed and approved. When possible, billing will include separate and detailed costs for wine and food and gastronomy promotions.

ICEX does not pay any advances.

If any activity is not carried out, it will not be paid and the corresponding fees will be deducted.

- b. **Invoice details.** All invoices, in pdf, submitted to ICEX must be issued to:

ICEX España Exportación e Inversiones, E.P.E.
Tax id: Q 2891001 F
c/o Trade Commission of Spain
405 Lexington Ave, 47th floor
New York, NY 10174

And must be sent electronically to nuevayork@comercio.mineco.es

ICEX's Tax id number, Q2891001F, must be included on all invoices.
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- c. **Assignment of the contract.** Assignment of the contract to a third party is not permitted.

6. AGENCY PROFILE AND REQUIREMENTS

Company profile. ICEX is seeking communications company to manage the ESDS program with experience with the HORECA sector.

- i. **Meetings.** The Agency must be able to hold meetings with ICEX, represented by the TCSNY, on both a regular and an ad hoc basis. These meetings may take place by video conference as needed.
- ii. **Languages.** Communication between ICEX and the Agency will be in English.

a. Administrative requirements: Project resources. The Agency must demonstrate that it possesses both the tangible and intangible resources necessary for the successful implementation of the campaigns described in this briefing. To enable an effective evaluation of the capacity to undertake the campaigns, the Agency must detail all technical resources to be deployed and state the names of the core team that is responsible for the project.

The requirements set out below regarding staffing are **mandatory**. Agency that does not present in their offer a team that meets all the requirements, will be excluded. However, it is possible to comply with the requirements through subcontracting or joint ventures, among others, and providing documentation that legally demonstrates the stated relationship.

The role of each team member assigned to the campaign's different programme areas must be **clearly** specified in the Agency's proposal. In addition, their **detailed** resumes must be included in the proposal (see annex I).

Should any member of staff assigned to our account leave the project during the term of the contract, they must be substituted by a person of a similar profile, seniority, and experience.

The Agency needs to demonstrate:

1. **Expertise in Restaurant Marketing:** The agency should have a proven track record in restaurant marketing. It should be knowledgeable about various promotional strategies and possess insights into effective restaurant branding and positioning.
2. **Multichannel Communication Skills:** Agency must be skilled in managing communication across multiple channels, including traditional media, digital platforms, and social media. They should be adept at crafting compelling messages that resonate with your target audience, regardless of the medium.
3. **Creative Content Creation:** The agency should have a creative team capable of producing high-quality content tailored to each promotion. This includes designing visually appealing graphics, writing engaging copy, and developing multimedia assets such as videos and photos.
4. **Integrated Marketing Approach:** Agency that can provide an integrated marketing approach, combining various communication channels and tactics to create a cohesive and impactful promotional campaign.
5. **Digital Marketing Expertise:** The agency should possess expertise in digital marketing strategies, including social media marketing, email marketing, online advertising, and influencer collaborations.
6. **Public Relations and Media Relations:** Agency with a dedicated team for public relations and media relations. They should have established relationships with journalists, bloggers, and influencers relevant to the restaurant industry, enabling them to secure media coverage and generate buzz.
7. **Event Management Skills:** Given the need for restaurant promotion activations, the agency should have experience in analogous event management.

8. Budget Management. Agency that can work within your budget constraints while delivering impactful results. Agency needs to be transparent about pricing structures, provide cost estimates, and have a clear understanding of financial and administrative expectations.

- **Senior Lead Manager** There needs to be a senior lead manager who remains involved to lead its team, coordinate, and manage all related aspects. This person should have a 5 (five) years plus of relevant restaurant promotion experience.

The day to day (core) team must consist of a minimum of two different members, with each member fulfilling one of the following roles only:

- **Senior Project Manager:** exclusively responsible for the planning, organisation, and overall implementation of the project. This person should have a minimum of 4 (four) years of verifiable experience in restaurant marketing, food and wine and communications, based in the US.
- **Assistant Project Manager:** Designated team member, with a minimum of 2 (two) years of experience in promotional campaigns, exclusively responsible for all reporting to ensure compliance on a timely basis with ICEX's requirements.

The Agency must designate a primary contact person who is informed of all aspects of the contract, including administrative matters, and has direct continuous communication with ICEX, as represented by the TCSNY.

b. Administrative requirements: Financial solvency. All participating companies must submit a solvency report that includes the financial accounts for the last three financial years (2019-20, 2020-21, 2021-22). Financial solvency will be deemed established when the annual turnover, based on the best year of the last 3 (three) financial years available, and depending also on the date on which the tenderer was incorporated or commenced trading and the date on which the tender was submitted, equals, or exceeds 200,000 US Dollars.

If it is not possible to prove economic and financial solvency by means of annual turnover, the tenderer may accredit such solvency by providing civil liability insurance for an amount equal to or greater than 200,000 US Dollars.

Where the Agency tendering will be sub-contracting or engaging in a joint venture with another Agency or other Agencies for the purposes of this contract, the financial requirements specified above will apply to the consultancies jointly, not singly.

c. Non-compliance. Failure to comply with any of the requirements set out in this section will result in the disqualification of the Agency in question. However, ICEX allows participating Agency to demonstrate compliance with the requirements set out in this briefing by subcontracting companies that do fulfil those requirements, by setting up joint ventures or by entering into other business cooperation agreements that make it possible to show compliance with the solvency conditions specified.

In this case, Agency must clearly indicate in their bid whether or not they are using any of these options to fulfil the requirements set out in these specifications and must also provide documentation that legally demonstrates the scope and commitment of the relationship between the companies involved.

d. Conflict of interests. The selected Agency must guarantee that during the contract period it will not work either in whole or in part for other clients, whatever their nationality, who have interests that may conflict with those of ICEX in this contract.

7. CONTENT OF PROPOSALS

Content of proposal. Participating Agency must submit a proposal including **3 (three) separate documents** (1.-Administrative Requirements; 2.-Technical Proposal and 3.-Financial Proposal), as detailed below. Proposals that do not include all these documents will be considered incomplete and will therefore be excluded.

a. Document 1: Administrative requirements for the Agency (in PDF format). All agencies submitting bids must provide an electronic file in PDF format (See Sec. 7 Agency Profile and Staffing requirements and Appendix I - Financial and Technical Solvency), containing the following documents:

- **Letter of acceptance.** All participating agencies must submit a letter of acceptance, signed by a legal representative of the company, accepting every term and condition stipulated in these specifications.
- **Project human resources.** The dossier must detail the human resources available for the project, as indicated in **clause 7.a**. In its proposal, the Agency must provide details of the team of employees to be assigned to this contract (hereinafter referred to as the Team), specifying the professional qualifications and previous projects undertaken by Team members, as well as a description of the functions and tasks to be performed, so as to ensure that the Team has sufficient resources and is capable of carrying out the tasks required by the campaign.

The requirements set out in this section are mandatory, and companies that do not propose a team that meets all these requirements will be excluded. While the Agency may meet the requirements set out in this briefing through subcontracting, joint ventures or other business cooperation arrangements, the proposal must give clear details of which functions are to be provided via subcontracting. ICEX expects all key Team members assigned to the contract by the Agency to be committed to the project for the duration of the contract.

In the proposal, the Agency must detail the role of each Team member assigned to this project. In addition, a detailed resume for each should be included, in line with the model included in [Appendix I](#) (MS Excel file).

As any change in the key Team members assigned at the beginning of this project could affect the way it is run, express prior authorisation must be obtained from ICEX for any such amendments.

- **Financial solvency.** Specified in clause 7.b.
- **Agencies capabilities** (in PDF format) Submit samples of work done that shows agencies' relevant capabilities and skills for this project

b. Document 2: Technical proposal of the Agency (in PDF format). All applicants must submit a detailed proposal for the project, excluding any reference to price, and a work plan in line with the above strategy and objectives. **Proposals that include budget /**

financial details of project fees and expenses in this Document 2 will not be considered and will automatically be excluded from the tender process.

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

- c. Document 3: Financial proposal for the tender (MS Excel file).** All participating consulting firms must submit a financial proposal (the budget in US Dollars), including a detailed project budget and a breakdown of all related expenses / costs, as per the table in Appendix III (Excel file) of this brief. Taxes, if applicable, must be indicated in a separate section of the proposal. Proposals that exceed the base tender budget excluding taxes, as indicated in clause 5, will not be considered.

8. PRESENTATION OF PROPOSALS

a. Invitation to tender. ICEX, represented by the TCSNY, will send this briefing to at least to three specialised consulting companies.

b. Submission of proposals. Companies wishing to take part in the tender process must send the following documentation, in digital format, to the following e-mail address **ONLY**: tenders@icex.es, by **August 17th,, 2023**, by **5:59 pm Eastern Time / 23.59 Central European Time**. Proposals not submitted by the deadline will automatically be excluded.

- i. **Electronic files.** The bid must be presented in three separate electronic files, and the contents of these files must be as detailed in these general conditions. All files must be in digital format (PDF and MS Excel) only. Neither the e-mails nor the individual files sent as attachments may exceed 4MB in size. In the case of larger files, participating Agency must use a previously verified file transfer service (e.g., WeTransfer, Dropbox or similar). They will be opened sequentially.
- ii. **Costs.** All costs / expenses incurred by the participating companies in the preparation of proposals, submissions and quotations will be borne by the companies themselves. Bid submission will not entail the payment of any fee or the reimbursement of any expenses by ICEX.
- iii. **Language.** Proposals must be written and submitted in English.
- iv. **Acceptance of terms and conditions.** Submission of a proposal and participation in this tender implies the express acceptance of all clauses contained in these terms and conditions by the participating company.

c. Modification of proposals. Once a proposal has been submitted, ICEX will not accept the submission of any modifications, additions, or corrections, unless such modifications, additions or corrections are in response to a clarification requested by ICEX.

d. Clarification of proposals. ICEX may invite participating Agency that comply with the administrative requirements of this tender document to clarify specific aspects of their technical or financial proposals. This must be done in writing.

e. Conformity of proposals. All companies submitting a proposal should be aware that ICEX will review the documentation submitted by each company to ensure compliance with all the

requirements set out in this tender document (document 1). Failure to comply with any of the requirements set out in this tender document will result in the disqualification of the Agency in question.

f. Evaluation of proposals. Document 1 (Administrative Requirements) will be opened and evaluated first. Once it has been verified that the participating company complies with all the requirements set out in these specifications, Document 2 (Technical Proposal) will be opened, evaluated and assigned a score. Finally, document 3 (Financial Proposal) will be opened, evaluated and assigned a score. Therefore, the financial proposal will not be known until this final stage.

g. Selection of the company to be awarded the contract. A decision will be taken as soon as possible after the published deadline for the submission of proposals. All participating companies will be notified of the decision by e-mail, to enable the successful Agency to commence work as soon as possible.

h. Contact persons. Queries regarding this tender must only be addressed in writing, by emailing tenders@icex.es by **August 11, 2023**. In the interest of fairness, questions posed by participating companies, as well as the answers provided, may be shared with all other participating companies.

9. EVALUATION CRITERIA

The bids will be evaluated, and the contract awarded, in accordance with the following criteria:

TABLE 1. Evaluation criteria	
Evaluation Criteria	Scores (maximum)
I. Financial proposal	30
<p>The Agency with the lowest total budget (excluding taxes) will receive the highest score, and the rest will obtain the proportional score:</p> <ul style="list-style-type: none"> - Most economical offer receives maximum score. - Rest of the offers will have the following formula applied: $points\ per\ offer = (price\ of\ the\ most\ economical\ offer / price\ of\ each\ offer) \times maximum\ score (30)$. <p>The Agency must present the budget clearly according to the table in Appendix III.</p>	
II. Professional team assigned to the project	20
<p>Years/months of experience over and above the stipulated minimum will be considered. Specifically:</p> <ul style="list-style-type: none"> - Senior Agency leadership: having more than the minimum 5 years of verifiable experience in restaurant promotion, food and wine marketing and communications, based in the US. 2 points per additional year, up to a maximum of 10 points. 10 - Senior Project manager: having more than the minimum 4 years of verifiable experience in restaurant promotion, food and wine marketing and communications, based in the US. 2 points per additional year, up to a maximum of 6 points. 6 - Assistant manager: minimum of 2 years of verifiable experience in promotional campaigns, responsible for all reporting and accounting to ensure compliance on a timely basis with ICEX. 1 point per additional year, up to a maximum of 4 points. 4 <p>See section 7.b for the full description of the requirements for these roles.</p>	
III. Technical Proposal	50
<ul style="list-style-type: none"> - ICEX will assess the quality of the plan being proposed and the degree to which it effectively meets the aims of the project, awarding points to each of the components within the Technical Proposal, as described below. - Technical Proposals that do not receive at least 25 points for component III.1 will automatically be excluded. - ICEX will assess Technical Proposal responses as follows: <p>Non-compliant. The proposal does not meet the basic requirements and/or lacks the basic information or details that would allow it to be appropriately evaluated. 0% of the maximum score</p>	

<p>Partially compliant. The proposal shows that the Agency meets some, but not all, of the requirements and/or does not provide sufficient information or detail on how it will do so.</p> <p>Fully compliant. The proposal states that the Agency can fulfil all the stipulated requirements and provides the necessary information and details on how it will do so.</p> <p>Exceeds the requirements. The proposal proves that the Agency is able to fulfil all the stipulated requirements, provides detailed information on how it will do so and excels in presenting actions or approaches that add value.</p>	<p>50% of the maximum score</p> <p>75% of the maximum score</p> <p>100% of the maximum score</p>
<p>III.1. Technical Proposal: Strategy and content of the proposal designed to deliver the project to ICEX’s specifications.</p> <p>ICEX will award a maximum of 50 (fifty) points to the quality of the proposed Content Plan. ICEX will assess the quality of the plan being proposed and the degree to which it effectively meets the aims of the project; the quality, viability and reach of the specific initiatives proposed and the means by which it is proposed the objectives set be met. ICEX will award points to each of these elements as follows:</p> <p>Overall assessment (alignment with the campaign objectives, etc.) of the activities in the project within the maximum budget assigned.</p> <p>III.1.a. Presentation of a detailed plan, realistic and a logical timeline of events for both the ESDS in market dinners and process of on boarding and insuring participation of restaurants in promotion. Up to a maximum of 20 points.</p> <p>The plan should detail how tasks will be organized and how the Agency staff and resources will be employed to achieve the project’s objectives. Agency must indicate which tasks will be fulfilled by third party providers.</p> <p>III.1.b. ESDS Spanish dinners with press and influencers proposal will be judged on how realistic proposal is and the guarantees agency provides in fulfilling what it proposes. Up to a maximum of 10 points.</p> <p>III.1.c. ESDS Spanish Restaurant. Will judge how realistic the proposed plan by agency, the proposed process it will follow and the guarantees it provides in fulfilling its stated deliverables. Up to a maximum of 20 points.</p>	<p>50</p> <p>20</p> <p>10</p> <p>20</p>
TOTAL	100

- **Abnormally low bids.** Financial proposals will be evaluated to determine whether they may be considered disproportionate or abnormal. Bids will be considered abnormally low if (a) they are 20% lower than the maximum budget permitted, when fewer than three tenders are presented; or if (b) they are 10% lower than the average of all the bids submitted in the case that there are three or more tenderers, the highest price being excluded for the calculation of said average. When a bid is considered abnormally low, the participating company will be asked to justify its bid and its terms and conditions within

seventy-two (72) hours of receiving ICEX's notification. Once the claim has been received or this period of time has lapsed, ICEX will decide, if necessary and having obtained technical advice, whether or not the bid is to be considered abnormal and may exclude it accordingly.

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.

- **Tie-breaking criteria.** In the event of a tie in the points obtained by two or more tenders, this will be resolved by applying the social criteria indicated below, and in the order specified. These will apply to staff working for the Agency at the time of the deadline for the submission of proposals. The documentation supporting the tie-breaking criteria referred to in this clause must only be provided if a tie occurs, and not beforehand.
 - o Highest percentage of workers with disabilities or who are in a situation of social exclusion in the workforce of each of the tied companies, with priority given, if the percentages are equal, to the company with the highest number of permanent workers with disabilities, or the highest number of socially excluded workers.
 - o Lowest percentage of temporary contracts within the workforce of each of the tied companies.
 - o Highest percentage of women employed by each of the tied companies.
 - o If it is not possible to break the tie using the above criteria, lots will be drawn.

10. HIRING AWARD COMMITTEE

Members of the Hiring Award Committee

Chair	Jeffrey Shaw	Director, Foods from Spain, New York
Substitute	Mercedes Lamamie	Deputy Directo, Foods from Spain, New York
Committee Member	Maria Naranjo	Director Food Industry Division, ICEX
Substitute	Salome Martinez	Deputy Director Food Industry Division, ICEX
Committee member	Laura Velasco	Director Gastronomy and Digital Strategy Dept, ICEX
Substitute	Ana Rodriguez	Manager Gastronomy and Digital Strategy Dept, ICEX
Committee Member	Katrin Naelapaa	Director, Wines from Spain, New York
Substitute	Jean Bracamonte	Deputy Director, Wines from Spain, New York
Secretary	Pedro Patiño	Deputy Director Contracting, ICEX
Substitute	Isabel Arias	Member of the Contracting Department, ICEX

11. OBLIGATIONS

In terms of project management, the point of contact for the Agency will be the TCSNY. In terms of invoicing, special care must be taken regarding the aspects established in clause 6, following the guidelines set by ICEX and adhering to the conditions established in the contract.

- a. **Technical quality.** The Agency will be responsible for the technical quality of the work and services performed over the course of this contract. The Agency will also be liable for the consequences of any errors, omissions, inadequate methodology or incorrect conclusions in the execution of the contract that may affect ICEX or third parties. Specifically, the Agency will be responsible for:

- Ensuring that both the implementation and the results of the work contracted comply with ICEX's quality specifications.
- Compliance with the deadlines agreed with ICEX in each case.
- Any omissions, errors, incorrect conclusions, or inadequate methodologies during the term of this contract.
- The staff forming part of the project team appointed to carry out the work stipulated in the contract. The Agency will bear sole responsibility for the conduct and work undertaken by the team working on the contract.
- The processing of the information and data made available to it.

- b. **Copyright and information rights.** All intellectual or industrial property rights appertaining to the work created by the Agency and all the information gathered by it in connection with the contract shall belong to ICEX.

The Agency 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 Agency 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 Agency is obliged to maintain professional confidentiality regarding the information and documentation provided by ICEX for the performance of the services.

The Agency 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 Agency 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 Agency or subcontracted by it.

The Agency 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 Agency for any liability that might be applicable.

- c. **Confidentiality.** The Agency accepts the obligation to maintain professional secrecy about the information and documentation provided by ICEX for the performance of the services. This obligation will remain in force both during and after completion of the activities covered

by the contract, until such time as said information enters the public domain or for any other legitimate reason ceases to be confidential.

This clause does not apply to information which (i) is in the public domain, (ii) is already known to the party receiving it, (iii) is disclosed pursuant to a court order or legal obligation.

- i. The Agency will only grant access to confidential information to those persons who require access to it in order to carry out the activities and services foreseen in the contract. The Agency will be responsible for ensuring compliance with the confidentiality obligations by its staff and by persons or entities working in collaboration with the Agency or subcontracted by the Agency.
- ii. The Agency also undertakes not to use confidential information belonging to ICEX and to which it has access for its own private purposes or for any other purposes.
- iii. Failure to comply with the above obligations will entitle ICEX to institute civil or even criminal proceedings against the Agency for any liability it may incur.

12. CANCELLATIONS AND TERMINATION

Force Majeure or restrictions imposed by the Authorities. The parties will not be responsible for the damages and losses caused to the other party because of delays or breaches of the contract due to force majeure or restrictions imposed by the Authorities. The duties of the contract will be considered suspended for as long as 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 events. In the event an activity is not held, ICEX shall solely satisfy the expenses incurred by the Agency from the date of signature of the contract (and in connection with the same) until the date of a formal notice of the cancellation by ICEX. To be reimbursed, the Agency must submit all documentary invoices for the expenses incurred up to that date.

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

Termination. ICEX reserves the right to unilaterally terminate the contract if the services are not performed by the Agency in accordance with the instructions received from ICEX, if any of the deadlines applicable to the Agency are not met, or in the case of any breach of the obligations set out in the contract. This will be without prejudice to any additional claims for damages.

13. MODIFICATIONS OF THE CONTRACT

Once the contract has been formalised, the modifications considered necessary for its correct execution may be agreed, as long as they do not alter the global nature of the initial contract or imply a substantial modification.

In all cases, the successful tenderer shall provide in writing, at ICEX's request, proof of the pertinent technical, financial, or other requirements prior to any modification of the contract. The modification must be previously approved by ICEX, and the corresponding contract drawn up and signed.

14. APPLICABLE LEGISLATION

The services shall be governed by the terms of the contract entered into by the successful tenderer and by this briefing document, which will be incorporated herein. Failing this, Spanish legislation will prevail.

15. JURISDICTION

To resolve any dispute, disagreement, question or claim that may arise from the execution of the Contract signed with the awardee of this tender, the matter will be subject to ordinary jurisdiction.

The parties, waiving any other jurisdiction that may otherwise be applicable, expressly submit to the Courts of the city of Madrid.

16. 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 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 must appear in an obvious and noticeable way, in making explicit reference to the European Union.
- 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: the emblem of the Union European in accordance with established graphic standards, as well as the reference to the European Union funding: "Eligible for co-financing with European Union Funds".

17. ORGANIZATIONS

- a. **ICEX España Exportación e Inversiones, E.P.E.** is a public business entity attached to the Spanish Ministry of Industry, Trade and Tourism It is represented in the US by the Trade Commission of Spain in New York. ICEX's mission is to promote Spanish exports, support the international expansion of Spanish companies and promote foreign investment in Spain.
- b. **The Trade Commission of Spain in New York** is responsible for promoting trade and investment between Spain and the US within its sphere of competence.
New York, on the date of signature.

ICEX Board of Directors

**By Delegation (Resolution dated 30 September 2021) Official State Bulletin (BOE)
of 11 October 2021**

**Bruno Fernández Scrimieri
Senior Trade Commissioner
TRADE COMMISSION OF SPAIN IN NEW YORK**

APPENDIX I. Financial and Technical Solvency

PDF file + Excel file for Team Experience (See Sec. 7 Agency Profile and Staffing requirements)

- **Financial accounts** for the last three tax years (example 2019-20, 2020-21, 2021-22).
- **Professional profile and background of the designated staff.** Include a detailed description of the roles of the proposed team and their respective detailed resume's and fill out an Excel file as per the template below.
 - Senior Lead Manager
 - Senior Project Manager
 - Assistant Manager

Managers not satisfying any of the stipulated solvency criteria will be excluded from the tender.

TEAM EXPERIENCE			
SENIOR LEAD MANAGER			
	start date	ending date	description
Experience 1			
Experience 2			
Experience 3...			
SENIOR MANAGER			
	start date	ending date	description
Experience 1			
Experience 2			
Experience 3...			
Assistant project Manager			
	start date	ending date	description
Experience 1			
Experience 2			
Experience 3...			

APPENDIX II. Technical Proposal (Programme proposal)

PDF file (See Sec. 1.4 Scope of the Contract and Sec. 10 Evaluation Criteria)

It is ONLY in the financial offer in Appendix III that the Agency will need to indicate the costs of each service. No reference to costs may be included in Appendix II. Proposals with costs in Appendix II will not be considered.

Technical proposal: This should detail the proposal, the work plan, appropriate time lines for all project categories specifying the deliverables.

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

APPENDIX III. Financial Proposal

Excel File

- **Financial proposal in USD.** Provide an Excel file with a detailed budget, with a breakdown of all costs as per the template below.
- ICEX will evaluate tenders based on the prices quoted, excluding taxes. The tenders should include a breakdown in which the price quoted and taxes, if applicable, **must be clearly separated.**
- Proposals exceeding the **maximum available budget of 200,000 USD, excluding any taxes, will not be considered.**

ESDS RFS Press and Influencer Dinners	Fee	Cost	TAXES	TOTAL
SUBTOTAL				
RFS restaurants promotions during ESDS October promotion	Fee	Cost	TAXES	TOTAL
SUBTOTAL				
Grand Total				
NB Cannot exceed \$200,000 dollars				