







**ICEX SPAIN TRADE AND INVESTMENT**, E.P.E. ("ICEX"), in collaboration with the Economic and Commercial Office of the Embassy of Spain in Los Ángeles ("OFECOMES Los Angeles"), is issuing this Request for Proposal to seek proposals from operators with proven previous track records managing landing pad programs.

## DESAFÍA SAN FRANCSICO

Spain's DESAFIA soft-landing program is a public initiative to support Spanish technological and innovative startups scale faster and succeed in global markets. It is sponsored by ICEX (the Government of Spain's agency for the internationalization of businesses) and Red.es (the Government of Spain's agency responsible for executing and deploying Spain's Digital Agenda). This invitation to tender is published pursuant to the Agreement for the Management of Desafia San Francisco 2025-2026 Initiative, signed between ICEX and Red.es on May 21<sup>st</sup>, 2025.

Companies that apply to Desafía San Francisco program must have a product or service of high technological value, a scalable business model and have traction in terms of revenue and funding and, ideally, previous international experience; the program is not for early-stage entrepreneurs.

The DESAFIA SAN FRANCISCO program focuses on the challenges faced by Spanish startups as they seek to grow and become global. The program has already been deployed successfully in other major ecosystems, helping Spanish startups navigate international markets and achieve growth. In summary, DESAFIA SAN FRANCISCO is a soft-landing program that aims to enrich the strategic decision-making of Spanish startups with first-hand information and experiences tailored to their needs.

DESAFIA SAN FRANCISCO aims to introduce participants to the Silicon Valley (S.V) technological and innovative ecosystem, so that they can benefit from lessons and networks that allow them to grow as successful entrepreneurs.

OFECOMES Los Angeles, on behalf of ICEX, is requesting proposals for the provision of services to manage the DESAFIA SAN FRANCSICO program. Under this contract, ICEX will launch in 2025 a public call to select and invite 1 cohort of up to 10 Spanish startups to participate in the immersion program (virtual and in San Francsico). C-Level officers and founders will participate in workshops, meetings and activities designed to inspire them and assist them in assessing their company's strategic position. The program will also help them plot improvements to accelerate growth, define a roadmap based on strategic and tactical considerations and begin implementing these plans. It will be the responsibility of the bidder to design and implement these activities.

## SCOPE OF WORKS

The scope of the contract will be as follows:

## 1. Information and advisory services.

The awardee is expected to collaborate with ICEX in attracting suitable candidates to DESAFIA SAN FRANCISCO; therefore, knowledge and a professional network within the Spanish/US startup









ecosystem would be appreciated.

The awardee will manage enquiries from stakeholders about DESAFIA SAN FRANCISCO coming from public entities, media, potential applicants, etc.

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Project Manager will be required to travel to Spain at least once prior to the cohort departure in order to detail the scope of the program to participants and run the kick-off meeting. Travel to Spain prior to the starting of the cohort will be compulsory and can be matched with a relevant ecosystem event or networking sessions with potential stakeholders.

No extra funds will be provided for this trip.

## 2. DESAFÍA Immersion Program:

The program is aimed to founders and C-level executives of Spanish companies with the greatest potential to successfully tackle the global market and transform their companies after the experience. Participants will be selected by ICEX; support from the awardee is requested during the selection process, including proposal of evaluation criteria, prioritising of applications and detailing scores, conducting calls and interviews to assist candidates and lead them to complete their submissions and coordinating interviews with the shortlisted companies, among other related tasks. An example of an Excel template for the evaluation of the application is attached (<u>Annex 6</u>). The assessment will be delivered one week after the closing date of the call for participants.

The awardee must organize 1 (one) immersion program-cohort. The cohort should have a minimum of 8 participants (Spanish companies).

The immersion program (cohort) will comprise 3 phases:

- 1. **Pre-immersion virtual phase (2 weeks):** this phase will facilitate the training of both C-level officers/founders and other personnel within the participating companies, such as sales staff, R&D personnel, etc. whenever it is deemed appropriate.
- 2. In-person phase (2 weeks): This part will provide an opportunity for the selected C-level officer and/or founder from each participating Spanish company to put into practice what has been learned during the virtual phase. For the in-person part, ICEX retains the right to designate up to 2 ICEX representatives to join as observers and participate in the program, without extra cost or compensation for the contract awardee.
- 3. Virtual follow-up phase: this phase is designed to follow up on the contacts made during the immersion and to finalise and conclude the programme.

The 2 first phases of the immersion program will consist of group and individual sessions for the participating Spanish companies, as well as meetings with influential stakeholders within the San Francisco/USA ecosystem, such as mentors, investors, entrepreneurs, advisors, potential clients, and more.

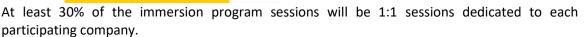
Prior to the virtual part of the program, a **kick-off meeting will take place in Madrid (Spain)** between the awardee and the participating Spanish companies to explain the scope of the program and in particular the in-person part to be developed in San Francisco (California, US). The presence of the Project Manager for the kick-off meeting in Madrid (Spain) will be required.











Previous immersion programs in other cities have received especially good remarks by alumni and we consider, for the in-person phase, that two weeks with mid-day workshops (so that founders can still manage their companies and have time for business meetings) is reasonable. In any case, bidders can suggest otherwise within the two-week time frame.

Bidders must inform in detail of the venues of reference for their proposed activities. Internal transfers, during the immersion programme in San Francisco, will be at the bidder's expense.

In case of any unforeseen event that prevents the execution of the immersion program, ICEX will decide whether to carry out the immersion program physically later, or to carry it out virtually on the scheduled dates.

#### **DESAFIA SAN FRANCISCO community and strategic alliances.**

In collaboration with ICEX, the awardee will build and maintain a network of strategic alliances, consisting of:

- 2.1. External mentors in the US and Spain that give support to DESAFIA participants for the duration of the program, with the possibility of extending their involvement further if they wish to.
- 2.2. Alumni "Comunidad Desafía": we are seeking ways to strengthen the ties between alumni and expect the awardee to provide proposals in this area.
- 2.3. ICEX can propose and organise up to three community engagement events per year, either in person or online, in which the awardee will be invited to participate.

#### 3. Assessment reports.

Execution and delivery of, at least, the following report (in English or Spanish):

- One technical report. The report must include feedback from participants via specific surveys.

The immersion program technical report will be delivered within a maximum of three weeks following the conclusion of the program and before December 31<sup>st</sup> 2025.

#### 4. Marketing and communication plan.

The awardee will develop marketing and communication activities in Spain and the US to:

- 4.1. Raising awareness of DESAFIA SAN FRANCSICO among relevant US stakeholders on the potential of participants in DESAFIA SAN FRANCSICO
- 4.2. Attracting Spanish candidates to DESAFIA SAN FRANCISCO: The awardee will collaborate with ICEX in the attraction of potential Spanish candidates to DESAFIA SAN FRANCISCO. This may include activities such as scouting, presenting the proposed program to potential participants, creating posts on social media and other promotional efforts.
- 4.3. Building a professional community and forge strategic alliances.









Besides, the awardee is expected to use personal and social networks, as well as Programa Desafía accounts. It will create and update a specific DESAFIA SAN FRANCISCO webpage and social media accounts, following technical instructions provided by ICEX team.

Bidders are encouraged to submit detailed proposals on the services described above. Innovative suggestions tailored to the local environment will be positively assessed by ICEX in the evaluation process. For more information on current DESAFIA programs in other locations, visit the following websites.

https://www.sanfrancisco.desafia.gob.es/ https://www.canada.desafia.gob.es/ https://www.switzerland.desafia.gob.es/

## PLACE OF SUPPLY OF SERVICES

Activities will be developed in person in the US, unless borders are closed for any reason, in which case ICEX will determine the appropriate course of action.

As stated above, the Project Manager must travel to Spain at least once before the cohort departure in order to attend to the kick-off meeting of the program.

The awardee and the participating companies will take part in a kick-off meeting in Madrid (Spain) prior to the start of the immersion programs. The aim is to prepare and explain to participating companies the scope of the activities to be developed in Silicon Valley's ecosystem.

## FINANCIAL PROPOSAL

This service/activity can be subject to European Union's partially or completely financing through the Recovery and Resilience Facility (RRF) at least until December31<sup>st</sup>, 2025 but, in the event that it proves to be ineligible by the European authorities, this contract and its possible extension are guaranteed by ICEX's general budget.

The financial proposal must be in US Dollars (USD), taxes excluded.

Maximum budget **per program/cohort:** two hundred twelve thousand five hundred eleven US Dollars and forty-five cents (212.511,45 USD). taxes excluded.

The contract is expected to enter into force in July 2025 and will terminate before December 31<sup>st</sup> 2025, or upon completion of the planned program, whichever comes first.

This tender includes the possibility of extending the contract for two (2) additional programs to accommodate two (2) cohorts in 2026, guaranteed by ICEX's general budget (Not Recovery and Resilience Facility) in the event that it proves to be ineligible by the European authorities. The signing date for the extension will always be at the time the previous cohort has been positively assessed. The corresponding amount for two additional cohorts will be **425.022,90** USD as a maximum.

The **estimated value** (value of the main contract and two possible extensions) **of the contract** will be **\$637.534,35** <u>USD</u> taxes excluded, according to the following:









- Main contract maximum budget: <u>212.511,45 USD</u> (1 cohort, to be carried out no later than December 31<sup>st</sup>, 2025,)
- Extension 1 maximum budget: 212.511,45 USD.
- Extension 2 maximum budget: 212.511,45 USD.

Proposals exceeding the maximum available budget of <u>212.511,45</u> USD per 1 cohort (main contract) excluding taxes, will not be considered.

## ICEX is a Spanish institution based in Spain for all purposes.

The proposals should include a breakdown in which the price offered, and taxes must be clearly described and separated.

<u>Travel expenses of the participating startups should not be included in the financial bid. Travel and accommodation expenses are assumed by the participating startups.</u>

ICEX will evaluate the proposals on the basis of the offered prices, excluding taxes.

#### AWARD PROCEDURE

The bids will be assessed according to the following criteria:

CRITERIA		MAXIMUM POINTS
	ancial proposal (To be included in <u>Document 3</u> of the bid) coring will be assigned according to the following criteria: The bidder with the lowest price will obtain the maximum score; the rest will be allocated points proportionally.	20
	al proposal (To be included in <u>Document 2</u> of the bid) cal proposal provided will be assessed as follows:	
i)	Proposed immersion program (pre-immersion virtual phase and in- person phase), including, for example, workshops, demo day and/or visits. Degree of adequacy will be valued up to a <b>maximum of 25</b> <b>points.</b>	
ii)	Strategic partnerships with international and US stakeholders. Quantity and quality of companies and people that could engage with Spanish companies. <b>Maximum 10 points.</b>	50
iii)	Strategic support to individual companies in order to navigate and get the most of the SV ecosystem through individual meetings. Quantity and quality of the individualized meetings proposed per participant. <b>Maximum 5 points</b>	
iv)	Communication and marketing plan to specify those tasks of the scope of works. Degree of adequacy will be valued up to a <b>maximum of 5 points.</b>	





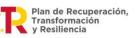


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v)	Support and training for individual participants regarding individualized go to market and sales strategies designed solely for the large US market. Maximum 3 points.	
	The companies will have the opportunity to present innovative solutions that are not covered in this RFP and could contribute to enhancing the success of the proposal. These added value innovative solutions should not involve any additional extra cost to ICEX and must be clearly specified in the proposal. <b>Maximum 2 points</b>	
be autom	atically excluded)	
	o be included in <u>Document 2</u> of the bid) e minimum requirements (see below), the team members will be s follows:	
i) <u>Pro</u>	pject manager (fully engaged with the project): Maximum 21 points.	
(1,	Experience in setting up technology companies, either as an entrepreneur or as a member of the founding team. To be valued: number and relevance of companies established in or around US. Maximum 2 points.	
(2	) Management of incubation and acceleration programs. To be valued: number and relevance of programs related to the key fields identified for this program managed in the US. <i>Maximum 8 points.</i>	
(3	) Networks in Silicon Valley ecosystem related to the bid's main purpose (investors, mentors, corporates, open innovation agents). To be valued: personal role, number and relevance. <i>Maximum 6 points.</i>	
(4	) Investment fund operations for startups in different stages of growth. To be valued: number, value, and relevance. <i>Maximum 2 points.</i>	30
(5	J Links to the Spanish startup ecosystem that can contribute to the attraction of potential DESAFIA SAN FRANCISCO candidates. To be valued: number and relevance of previous projects/alliances/ collaborations. <i>Maximum 3 points.</i>	
	ditional team members (average of all the additional members): aximum 9 points:	
	<ul> <li>(1) Coordination of innovation and incubation programs. To be valued: number and relevance of programs managed in the US. Maximum</li> <li>6 points</li> </ul>	
	(2) Managing of direct or indirect investment fund operations for startups in different stages of growth: number, value and relevance. Maximum 3 points.	
TOTAL		100

Responses, other than price (Technical proposal and Teams), will be scored as follows:



GOBIERNO DE ESPAÑA



MINISTERIO PARA LA TRANSFORMACIÓN DIGITAL Y DE LA FUNCIÓN PÚBLICA



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0% of allocated points	Not compliant	Technical proposal criteria: The response simply states that the bidder can meet some of the requirements set out but have not given information or detail on how they will do this. Team criteria: No significant improvements beyond the minimum requirements
25% of allocated points	Minimum compliant	<ul> <li>Technical proposal criteria:</li> <li>The bidder has provided some information about how they propose to meet most of the requirements. There is serious doubt regarding their ability to consistently meet the full range of requirements.</li> <li>Team criteria:</li> <li>Minimum level of the above indicators (number, quality, diversity, etc.)</li> </ul>
50% of allocated points	Compliant	<ul> <li>Technical proposal criteria:</li> <li>The bidder has provided some information about how they propose to meet most of the requirements. There is some doubt regarding their ability to consistently meet the full range of requirements.</li> <li>Team criteria:</li> <li>Medium level of the above indicators (number, quality, diversity, etc.)</li> </ul>
75% of allocated points	Very good	<ul> <li>Technical proposal criteria:</li> <li>The bidder has provided detailed information covering all elements, detailing how they propose to meet all the requirements. This gives full confidence in their ability to consistently meet the full range of our requirements.</li> <li>Team criteria:</li> <li>Significant level of the above indicators (number, quality, diversity, etc.)</li> </ul>
100% of allocated points	Excellent	<ul> <li>Technical proposal criteria:</li> <li>The bidder meets the required standard in all respects and exceeds some or all the major requirements, which in turn leads to added value within the contract.</li> <li>Team criteria:</li> <li>Outstanding level of the above indicators (number, quality, diversity, etc.)</li> </ul>









Financial proposals will be evaluated to determine whether they can be considered disproportionate or anomalous.

SECRETARÍA DE ESTADO DE DIGITALIZACIÓN E INTELIGENCIA ARTIFICIA

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 20% 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, OFECOMES LOS ÁNGELES and ICEX will decide, upon technical advice, if necessary, on considering the bid disproportionate or anomalous, excluding it accordingly.

The different bids will be compared on equal terms.

#### 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.

#### PROCUREMENT BOARD

Appointed members of the Procurement Board:

President	José María Blasco Ruiz	Executive Director of Growth and Competitiveness			
Substitute	Mar Castro de la Montaña	Deputy Director of Programs & Business Transformation			
Member	Javier Muñoz Ortiz	Head of Digital Entrepreneurship			
Substitute	Adela Giménez Delgado	Deputy Director for International Company Growth & Commercial Strategies			
Member	Luis Baratas González	Head of DESAFIA Program			
Substitute	Sonia Domínguez	Head of Entrepreneurship			



Plan de Recuperación,	
Transformación	
v Resiliencia	



	GOBIERNO DE ESPAÑA	MINISTERIO PARA LA TRANSFORMACIÓN DIGITAL Y DE LA FUNCIÓN PÚBLICA	SECRETARÍA DE ESTA DE DIGITALIZACIÓN E INTELIGENCIA ARTI					
Member	Patric	ia Rodriguez	н	ead of Entrepreneurship				
Member	Lucen	а						
Substitute	Alicia	Sanz D'Anglemon	+ He	ead of Sector in the International Company				
Substitute	Allela Sanz B Allgiemont		Gr	Growth Department				
Secretary	Pedro Patiño		De	eputy director of Procurement				
Substitute	Lara V	ázquez Pereiro	М	lember of the Procurement Department				

## **REQUIREMENTS**

## **BIDDERS:**

- **Bidders must have a strong and proven track record in providing similar services**. The technical solvency shall be demonstrated by submitting information about similar projects carried out since 2021 in the US (or from the date of incorporation if it is later).
- **Financial solvency**: All competing bidders will be required to provide a solvency report, including their financial statements for the best of the last three accounting (3) years. The minimum annual total income requirement is an amount equivalent to **212.511,45 US Dollars**, in the best of the past three (3) accounting years (2024, 2023 and 2022; or 2021 if 2024 accounts are not yet available).
- As the program will take place in US, bidders, either profit or non-profit organizations, **must be duly incorporated and operating in the US** with the ability to execute soft-landing programs.
- Bidders must be pro-active with a **track record in Public Relations (PR)**, marketing and promotion activities, and strong connections with different actors within the US entrepreneurship and innovation ecosystem.

## TEAM:

## • Project Manager:

Minimum of 5 years' leading experience in accelerator and incubation programs, fundraising networks and strategic partnerships. Full English competence required; Spanish is desirable. He or she must be fully engaged with ICEX, with OFECOMES Los Angeles and with participant companies (the <u>project manager must not be a mere supervisor</u>). He or she must travel to Spain at least twice prior to each cohort departure in order to detail the scope of the program to participants and run the kick-off meeting, unless borders are closed.

## • Additional team members:

Minimum of 2 years' leading experience in PR, accelerator and incubation programs and fundraising networks. Full English competence required; Spanish is desirable. Proactive and customer oriented. If, due to unforeseen circumstances, the Project Manager is unable to travel to Spain for any of the above-mentioned events, the Program Manager may substitute him/her. However, the absence of the Project Manager must be duly justified in advance.

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

It is expected that the key team members assigned to the project remain as part of the team for the duration of the contract.









In case of substitution of team members, fifteen (15) days in advance, the successful bidder will have to:

- Submit a change request explaining the reason for the change.
- Submit the curriculum vitae of the new team member, who should have at least the same qualifications and experience as the one to be replaced.
- Assume the costs of knowledge transfer and overlapping of both profiles.

The incorporation, substitution or dismissal of the people designated by the contractor shall require coordination with ICEX. Any changes of key personnel could affect the potential renewal.

The role of each team member assigned to the project shall be specified in the bid. In addition, their CV (anonymized) must be included in the proposal. The awardee must designate a primary contact person that is informed of all aspects of the program, including administrative matters, and has direct continuous communication with ICEX, represented by OFECOMES Los Ángeles.

## **PROPOSALS**

Proposals must be detailed and must be divided into <u>3 separate documents</u> as follows:

#### DOCUMENT 1

- Brief introduction of the bidder's experience on previous similar projects.
- Financial statements for the last three tax years (2024, 2023 and 2022; or 2021 if 2024 accounts are not yet available).
- Responsible Declaration assuring the minimum team's requirements assigned to the project along with an indication of each person's role as indicated in ANNEX 3.

## **DOCUMENT 2**

• Technical proposal including improvements and team assigned to the project, along with an indication of each person's role and detailed CVs.

(In order to facilitate the understanding and assessing of the technical proposal, we suggest bidders to organize the proposal document following the structure of technical proposal criteria (B-C), notwithstanding that other issues of value will be included)

## DOCUMENT 3

• Financial proposal (in USD) for the main contract (1 immersion programs in San Francisco). Provide a file following the template in <u>ANNEX 4</u> with a detailed budget, with a breakdown of all costs. <u>The price</u> <u>contained in the economic offer shall not be included in Documents 1 or 2</u>.

#### **IMPORTANT:**

The price contained in the economic offer must ONLY be included in Document 3. Shall it be included in Documents 1 or 2; the offer would be excluded from the tender. Proposals exceeding the maximum available budget of <u>212.511,45 US Dollars (main contract) excluding taxes</u>, will not be considered.

This briefing will be circulated to multiple bidders and will be published in the OFECOMES LOS ANGELES and ICEX's website (https://www.icex.es/es/perfil-contratante). Questions can be submitted up to 3 business days before the deadline for submitting offers. Check exact date and time in ICEX's website.





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Enquiries regarding this tender must only be addressed in writing, by emailing <u>tenders@icex.es</u>. In the interest of fairness, questions posed by participating companies, as well as the answers provided by ICEX, may be shared with all other participating companies. ICEX will not be able to answer questions formulated after the above deadline.

SECRETARÍA DE ESTADO DE DIGITALIZACIÓN E INTELIGENCIA ARTIFICIAL

All documents must be submitted either in English or in Spanish. Interested companies or individuals should send their bids in electronic format to <u>tenders@icex.es</u>. Term for submission of offers: 10 calendar days from the day after publication. Check exact date and time in OFECOMES web.

In case the bid is bigger than 4 Mb, please send it via WeTransfer or similar.

ICEX and OFECOMES Los Angeles may declare no winning bidder if the proposals do not meet the requirements.

All competing companies submitting a proposal should be aware that ICEX Legal Services will review the documentation submitted by each company to ensure that they comply with the requirements of this briefing. After verifying compliance with the prerequisites, the technical offer will be reviewed and evaluated. Once the scores have been assigned, the economic offer will be evaluated. The price will not be known until that moment.

## Documentation evidencing beneficial ownership (projects financed by the Recovery, Transformation and Resilience Plan).

In addition to the documentation to be included in the bid, the contracting body will request documentation evidencing the beneficial ownership of the tendering companies in the event that a black flag is detected by the 'MINERVA' tool, as regulated for this purpose in ORDER HFP/55/2023, of 24 January, on systematic analysis of the risk associated with conflicts of interest in the procedures implementing the Recovery, Transformation and Resilience Plan (PRTR).

All competing companies must provide this information in the form of a document providing proof of beneficial ownership, issued by the competent body in the relevant foreign country. The information will be stored in accordance with the regulations on the protection of personal data.

In addition to this document, bidders must complete all requested data in <u>ANNEX 5</u>. "Legal Entity and Real Ownership. xlsx".

Failure on the part of the tendering companies to submit the documentation evidencing their beneficial ownership, in the manner and by the deadline indicated in the request made by the contracting body before the tenders are evaluated will be grounds for exclusion from this procedure.

## AWARD NOTIFICATION DEADLINE

ICEX and OFECOMES Los Angeles will assess the proposals submitted within the deadline. Final decision about the award will be notified properly and on time to the bidder that best fits the purposes of this Request for Proposal. The awarded company, upon notification, should submit the <u>ANNEX 1</u> (*Multiple Declaration of the Awardee of the Contract Financed by the RTRP*) and <u>ANNEX 2</u> (*Request for Information on Beneficial Ownership*) signed.





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If the first selected bidder does not submit the corresponding documentation within the established term or resigns, the contract may be awarded to the next bidder according to the order established by the Procurement Board. (a valorar)

## SIGNING OF THE CONTRACT

A contract between the awardee and OFECOMES Las Angeles will be signed as soon as possible after the bidding process is over and a decision is made.

The main contract must be signed, and the immersion program (cohort) must be always before December 31st 2025. By the end of the immersion program (cohort) ICEX will draw up a program status report, which will also be signed by the company, always before December 31<sup>st</sup> 2025.

This tender includes the possibility of extending the contract for two (2) additional programs to accommodate two cohorts in 2026.

The contract will expire after the execution of the first immersion or before December 31<sup>st</sup> 2025, whichever occurs first, once the assessment report delivered will be validated by ICEX.

## **EXTENSION OF THE CONTRACT**

The parties may agree to extend the contract for two (2) additional cohorts in 2026. These extensions will be for two additional soft-landing programs. The extensions of the contract will be settled in two additional agreements, signed by both parties. The signing date for the extensions will always be at the time the previous cohort has been positively assessed.

Each extension price will be the price of one program from the main contract.

The general terms and conditions of the contract shall apply to its extension.

## **PAYMENTS**

The awardee will be entitled to payment for the services provided as set out in the contract.

Payment will be made after the cohort/immersion program, upon submission of invoice and the acceptance by ICEX of both the services provided on that period and the compulsory report due to the cohort (including the assessment report validated by ICEX). Invoices will be paid within 30 days of being submitted.

The price for the cohort/immersion program will not change whether the number of companies is slightly greater than the established range: ten participants as a maximum. The minimum participants required will be eight, depending on the number and quality of applicant.

Administrative requirements for billing:

- Invoicing details:











All invoices must be billed to:

ICEX España Exportación e Inversiones, E.P.E. Paseo de la Castellana 278 E-28046 Madrid (Spain) VAT number: ESQ - 2891001F (ICEX is VAT registered in Spain)

## And dispatched to:

Trade Commission of Spain in Los Angeles 1801 Century Park East, Suite 1801 Los Angeles California 90067e-mail: <u>losangeles@comercio.mineco.es</u>

Please note that ICEX does not pay any advances.

No expense on behalf of ICEX can be incurred before the date of signature of the corresponding contract and prior written approval. Possibility of additional cohorts in 2026, <u>guaranteed by ICEX's general budget</u> (Not Recovery and Resilience Facility) in the event that it proves to be ineligible by the European <u>authorities.</u>

In the case Spanish companies are awarded the contract, an addendum will be made to the contract converting the USD into Euros at the official exchange rate in effect on the date of the resolution of award.

## SUPERVISION OF THE WORKS

ICEX and OFECOMES Los Angeles will directly monitor the development of the project; for this purpose, the awardee must facilitate examination of any process or phases of the work to ICEX representatives assigned in each case.

#### LIABILITIES OF THE AWARDEE

The awardee will be responsible for the technical quality of the work, performance and services performed under the contract, and for any consequences for ICEX and third parties derived from omissions, errors, inadequate methods, or incorrect conclusions in the execution of the contract.

The awardee will be liable upon ICEX and OFECOMES Los Angeles for any possible claims brought by third parties based on the awardee's activity.

#### **APPLICABLE LEGISLATION**

The services shall be governed by the terms of the Agreement entered between the awardee and by this Request for proposal, which shall be incorporated to the same, and in default of the above, the Spanish legislation shall be applicable.

#### **JURISDICTION**

In order to solve any dispute, disagreement, issue or claim which may arise from the performance of the Agreement executed with the successful Awardee of this Request for proposal, the matter will be referred









to the ordinary Courts. The parties, renouncing the jurisdiction that may correspond, expressly submit to the Courts of the city of Madrid.

## **RECOVERY AND RESILIENCE FACILITY (RRF)**

This contract promoted by ICEX España Exportación e Inversiones E.P.E., responds to the priorities of Spanish and European economic policies aimed at promoting and internationalizing SMEs and strengthening the ecosystem of fast-growing companies, and contributes to the achievement of CID's objective 213, which is to reach at least 3,000 companies, 2,500 of which must be SMEs participating in internationalization support projects.

The contract is part of the investment project to strengthen the Spanish ecosystem of fast-growing companies (**C13.I5**). It is a support and assistance program for fast-growing and high-potential companies, whose main challenges and objectives are the following:

-<u>Main challenges</u>: the Spanish entrepreneurial ecosystem is maturing, but it is still difficult to find companies that grow rapidly, and, above all, that reach a large size. Part of the problem lies in the capabilities of entrepreneurs, who must become true entrepreneurs, which requires different management skills and networks of contacts, many of which also transcend our borders (funders, clients, technology partners, etc.).

-<u>Objectives</u>: the objective is to build bridges globally and thus facilitate the growth of companies and entrepreneurs to contribute to the maturity of the Spanish entrepreneurial ecosystem, which is addressed through three lines of action:

-Specialized training and master classes to acquire the skills and contacts necessary for the growth of the company.

-Approach to world hubs of entrepreneurship and technology through the creation of a network of programs that facilitate the access of entrepreneurs to reference ecosystems in the world. Activities will be carried out in ecosystems of interest to Spanish companies through the establishment of a local service network and structure that will be made available to Spanish companies at each of the "**DESAFIA**" locations. "DESAFIA'S" are foreseen in San Francisco, Tel Aviv, London, The Hague, Singapore, Berlin, New York, etc... This is an estimate of possible locations and may vary as the program evolves.

-Community DESAFIA. A cornerstone of DESAFIA is to create and manage the alumni community so they benefit from business contacts and shared networks.

This contract is framed in the second of the lines of action: approach of Spanish companies to entrepreneurship hubs.

This contract is funded by the European Union Recovery and Resilience Facility, established by Council Regulation (EU) 2020/2094, of December 14, 2020, which establishes a European Union Recovery Instrument for support the recovery after the COVID-19 crisis, and regulated according to Regulation (EU) 2021/241 of the European Parliament and of the Council of February 12, 2021, which establishes the Recovery and Resilience Facility.











Its financing is foreseen entirely from the credits of the service 50 "Recovery and Resilience Facility", from the budget of the Ministry of Economy, Trade and Enterprise through the corresponding capital transfers from the Secretary of State for Commerce to ICEX during the years 2022, 2023 and 2024.

In Los Angeles, on the date included in the signature

ICEX Board of Directors By Delegation (Resolution of March 5<sup>th</sup>, 2025. BOE nº67 [Official State Gazette] March 19<sup>th</sup>, 2025),

Alberto Cerdán Borja Head of the Economic and Commercial Office Trade Commissioner of Spain in Los Angeles

This service/activity can be subject to European Union's financing through the Recovery and Resilience Facility (RRF)





Plan de Recuperación.





## MUTLIPLE DECLARATION OF THE AWARDEE OF THE CONTRACT FINANCED BY THE RECOVERY, TRANSFORMATION AND RESILIENCE PLAN,

Contract number X044-04-2025, the object of which is "DESAFÍA San Francisco."

## a) Declaration Form for the transfer and processing of data in relation to the implementation of actions for the Recovery, Transformation and Resilience Plan (PRTR)

Managing Director/Manager/ of the entity ....., with tax ID ....., and fiscal no. address at participating ..... as а contractor in the execution of actions necessary to achieve the objectives defined in Component 13 "Impulso a la PYME" declares they are aware of the applicable regulations, in particular the following paragraphs of Article 22 of Regulation (EU) 2021/241 of the European Parliament and of the Council of 12 February 2021 establishing the Recovery and Resilience Mechanism:

1. Paragraph 2(d): "to collect, for the purpose of auditing and monitoring the use of funds in relation to measures for implementing reforms and investment projects under the Recovery and Resilience Plan, in a searchable electronic format and in a single database, the following standardized categories of data:

i. The name of the end recipient of the funds.

ii. the name of the contractor and of the subcontractor, where the end recipient of the funds is a contracting authority in accordance with Union or national public procurement law.

iii. the names and dates of birth of the beneficial owners of the recipient of the funds or of the contractor, as defined in Article 3(6) of Directive (EU) 2015/849 of the European Parliament and of the Council (26).

iv. a list of measures for implementing reforms and investment projects under the Recovery and Resilience Plan, together with the total amount of public funding for these measures and indicating the amount of funds disbursed under the Facility and other Union funds".

2. Paragraph 3: "The personal data referred to in Paragraph 2(d) of this Article shall be processed by the Member States and by the Commission only for the purposes and for the duration of the relevant discharge audit and control procedures relating to the use of funds in connection with the implementation of the agreements referred to in Articles 15(2) and 23(1). As part of the Commission's discharge procedure, in accordance with Article 319 of the TFEU, the Facility shall be subject to reporting within the framework of the integrated financial and accountability reporting referred to in Article 247 of the Financial Regulation and, in particular, separately in the annual management and performance report". In accordance with the aforementioned legal framework, the above party agrees to the transfer and processing of the data for the purposes expressly stated in the aforementioned articles.

## b) Declaration of Commitment in relation to the implementation of actions under the Recovery, Transformation and Resilience Plan (PRTR)

The undersigned, as contractor, **declares the commitment** of the person/entity it represents to the highest standards in relation to compliance with legal, ethical and moral rules, adopting the necessary measures to prevent and detect fraud, corruption and conflicts of interest, reporting any non-compliance observed to the appropriate authorities.







v Resiliencia

Plan de Recuperación, Transformación

In addition, in accordance with the content of the PRTR, it undertakes to respect the principles of the circular economy and to avoid significant negative impacts on the environment ("do no significant harm") in executing the actions carried out within the framework of this Plan, as well as the cross-cutting principles established in the PRTR that may affect the subject matter of the contract.

#### c) Declaration of Commitment in relation to proof of inscription fiscal registry or similar.

The undersigned declares his commitment, when required by the contracting administration, to proof the inscription in the Registry of Companies, Professionals and Withholders of the Tax Administration Service which applies to him.

If there are subcontractors, he or she must also provide the multiple declarations of those subcontractors affected by the contract.

**d)** Declaration of Commitment in the obligation of the use of EU logos by contractor, according to art.9.3.b) of HFP 1030/2021

#### e) Declaration of acceptance of the transfer of data between the Public Administrations involved.

The undersigned undertakes to accept the transfer of data between the Public Administrations involved in order to comply with the provisions of the European regulations that apply and in accordance with the Organic Law 3/2018 of December 5, 2018, on the Protection of Personal Data and guarantee of digital rights.

## (Provide name of subcontractors, if applicable)

	<i>,</i> XX	202X
Signature:		
Role:		







## ANNEX 2

## **REQUEST FOR INFORMATION ON BENEFICIAL OWNERSHIP**

Contract number X044-04-2025, the object of which is "DESAFÍA San Francisco".

## ANNEX. REQUEST FOR INFORMATION ON BENEFICIAL OWNERSHIP

For the attention of the manager of the entity XXX:

Within the framework of protecting the European Union's financial interests, and in particular Article 22 of Regulation (EU) 2021/241 of the European Parliament and of the Council of 12 February 2021 establishing the Recovery and Resilience Mechanism, the European Commission requires that the beneficial owners of the contracting or beneficiary companies under the Recovery, Transformation and Resilience Plan are identified, as defined in Article 3(6) of Directive (EU) 2015/849 of the European Parliament and of the Council.

As the information on beneficial ownership is not available in the databases held by the Spanish authorities that are being used for this purpose, it is necessary to request it directly from the relevant contractor or beneficiary.

As a **minimum**, the information to be collected on **beneficial ownership** shall include the following **details** of the natural person who is the beneficial owner of the entity awarded the contract:

- a) Identification number (Tax ID (SSN) or Passport).
- b) Country that has issued the identification number.
- c) Forename/First Name.
- d) Surname/Last Name.
- e) Date of birth (**DD/MM/YY**).

For this reason, we kindly ask you to send the information to the following address XXXXXXXXXX as soon as possible. In order to ensure the reliability of the data submitted and as required by the European Commission, we would be grateful if you could provide this information in the form of a document providing proof of beneficial ownership, issued by the competent body in the relevant foreign country. The information will be stored in accordance with the regulations on the protection of personal data.





## TEMPLATE TO BE FOLLOWED FOR PRESENTING THE TEAM MINIMUM EXPERIENCE REQUIRED

ANNEX 3

#### IDENTIFICATION DATA OF THE SIGNER OF THE DECLARATION AND OF THE BIDDER

Mr./Mrs. ....., with DNI/Passport number ...... and address at ...... as representative of the company ...... with NIF/TIN or document to replace it ...... (complete in case of acting on behalf of a company), and address .....

#### **DECLARES:**

- Team assigned to the project comply with the following minimum requirements:

#### • Project Manager:

- Has minimum of 5 years' leading experience in accelerator and incubation programs, fundraising networks, and strategic partnerships in US.
- Has full English competence
- Has full Spanish competence for working environments (only include if meet the requirement)
- Will attend travel to Spain for the kick-off meeting of the 2 immersion programs.

#### • Additional team members: (Complete by the bidder)

- Has minimum 2 years' proven track record in PR, accelerator and incubation programs and fundraising networks.
- Has full English competence for working environments.
- Has full Spanish competence for working environments (only include if meet the requirement)



# TEMPLATE TO BE FOLLOWED FOR PRESENTING THE DETAILED BUDGET OF THE FINANCIAL PROPOSAL IN USD, WITH A BREAKDOWN OF ALL COSTS

ECONOMIC PROPOSAL Cost concepts or costs per activities	USD* (excluding Taxes)	USD* (with Taxes included)
	(Excluding Taxes)	
Total per 1 immersion program (excluding taxes)	ХХХ	XXX













## Legal Entity and Real Ownership. xlsx

ANNEX 5-I	<u>ANNEX 5-Minerva (Benefial ownership information</u> )	fial ownership	information )									
COMPANY -	COMPANY - Legal Entity (P.J.)											
Company Name	me	Headquarters (EU/non-EU)	Tax Identification Number ( <b>TIN=CA BN/TAN</b> )	Country of Location	Incorporation Date	Address	0	City	Zip Code			
<b>REAL OWNE</b>	REAL OWNERSHIP - Individual (P.F.)	l (P.F.)										
First Name	Last Name	Second Last Name (if any)	Tax Identification Number (TIN=SIN) or Passport Number	<b>Country issued</b> TaxlD or Passport	Birth Date (DD/MM/YYYY)	Gender (male/female (n	Place of Birth A (Non EU)	Address		City-Country Zip Code	o Code	
		-	-									Ē
According to Commission i	Urder HFP/2023 requires that the bu	s, of January 24, re. eneficial ownersh	According to Order THP/35/2023, or January 24, regarding the systematic analysis of the insk of conflict of interest in the procedures implementing the Recovery. Transformation and Resilience Plan PKTR (January 26, 2023). The Commission requires that the beneficial ownership must be requested from contractors or grant beneficiaries without Spanish NIF, for which the contract award procedure.	of the risk of conflict ( ractors or grant benef	of interest in the p ficiaries without S <sub>k</sub>	orocedures imple panish NIF, for wh	menting the Ke ich the contrat	covery, Iransfori t award procedu	nation and Kesilié re.	ence Plan PKIK (Jai	anuary 26, 2023	s). The
A beneficial ( holds control	A beneficial owner is the natural person who ultimately own olds control over an entity or has an economic interest in it.	il person who ultir as an economic in	A Deneficial owner is the natural person who ultimately owns or controls a company or legal entity, or in whose interest a transaction or economic activity is carried out. In other words, it is the person who, directly or indirectly, holds control over an entity or has an economic interest in it.	any or legal entity, or	in whose interest	a transaction or e	conomic activit	:y is carried out. I	n other words, it i	s the person who,	, directly or inc	directly,
According to -Directly or ir -To exercise e	According to the regulations for the prevention of money Directly or indirectly owning more than 25% of the share To evertice effective control of the entity by other mean	the prevention of ore than 25% of th the entity by othe	According to the regulations for the prevention of money laundering, law 10/2010, all natural persons who meet any of the following criteria are considered to be beneficial owners of an entity: -Directly or indirectly owning more than 25% of the share capital or voting rights of the entity. -To service affecture control of the antiv brother means such as direct or indirect control of management or checkion-making	0, all natural persons of the entity. act control of manage	who meet any of t ment or decision-r	:he following crit <del>(</del> makinø	eria are conside	red to be benefi:	cial owners of an (	entity:		
-Being the be	eneficial owner of t	he entity or of the	Being the beneficial owner of the entity or of the economic transaction carried out.	ut.		D						









ANNEX 6

## Example of evaluation template. xlsx

2 2	r	Г			П
f Selecte d Finalists					
d Outcome of Interview					
Outcome of Application Evaluation					
Sum of Weighted Scoring					
Original Rank (Qualifying Oriy)					
Original Rank					
Original Scoring					
Explanation					
GadationScore: WeightedScore: Extlanation:					
GardationScore					
5)SELECTION CRITERIA 5: X points					
Explanation					
e Weighted Score					
4)SELECTION CRITERU 4: Gradaton Score Weighted Score: X points					
4)SELECTION CRITERM 4: X points					
e Baptemation:					
er Weighte d'Scon					
3)SELECTION CRITERIA 3: GraduionScore WeightedScore X points					
3)SELECTIO CRITERIA 3 X points					
e Espination					
e Weighted Scon					
2)SELECTION CRITERIA 2: Gradation Score Weighted Score X points					
2)SELECTION CRITERIA 2 X points					
K Explanation					
55ELECTION 55ELECTION 5cplanator: CRITERIA 1: CradationScore: Weighted Score: X points					
Cadada Scor					
011 CRITERIA 1: X points					
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General Requirement 3:					
Exploration: Exploration: 2: Exploration: 3:	$\left  \right $		-	_	$\left  \right $
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General Requirement t: Expi					$\mid$
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