

ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E.P.E.

TRADE COMMISSION OF SPAIN IN MIAMI

Dirección: 2655 Le Jeune Rd. Suite 1114

Coral Gables, FL 33134

E-mail: tenders@icex.es

Date: March 12th, 2025

REQUEST FOR PROPOSALS

Submission: tenders@icex.es

Closing: March 25th, 2025, 04:00 pm EST

Who is contracting	ICEX España Exportación e Inversiones, E.P.E (ICEX), represented by the Trade Commission of Spain in Miami
Contract number	X048-07-2025
Proposal's request	Catering services for the Spanish Pavilion at Coverings 2025 Show in Orlando FL
Timing, dates and number possible of renewals	Signed date until May 2 nd , 2025, with no extensions
Max. budget for contract excluding renewals	USD 64,000.00 (Sixty-four thousand US Dollars), tax excluded
Contract value including possible modification	USD 76,000.00 (Seventy-six thousand US Dollars), Total term + extensions + modifications, tax excluded
Qualifying prerequisites	- Technical solvency: proven track record in the catering and restaurant services during the past three years. - Team requirements: a minimum of 6 staff members and a designate primary contact person.
Points to be assigned based on evaluation of your proposal	Price (max 40 points), Technical (max 60 points)
Documents to be submitted separately, which together are the proposal	- The proposal: Consists of three separate submissions that all together represent the proposal. Each individual submission needs to be emailed to this address only: tenders@icex.es by March 25th at 4.00 pm EST All files should not exceed 4MB in size if sent as attachment. For larger files please use a file transfer service. - The three submissions: 1. Documentation demonstrating qualifying prerequisites, and administrative requisites. 2. Technical offer (the work proposal / scope of work) 3. Financial offer (price)
Contact for questions	Only written questions by email before March 20th of 2025 at 3.00 pm EST to tenders@icex.es

ICEX España Exportación e Inversiones, E.P.E. (hereinafter, ICEX), represented by the Economic & Commercial Office of Spain in Miami, invites companies to submit their proposals for the catering services for the Spanish Pavilion at Coverings 2025 Show in Orlando FL.

ICEX (www.icex.es) is a Spanish public organization, established in 1982, whose main purpose it to promote the internationalization of the Spanish economy. ICEX depends on the Ministry of Economy, Commerce and Business of the Government of Spain (www.mineco.gob.es), whose international economic policy it implements. However, ICEX does not make part of the State administration and has some extent of budgetary and operational autonomy. For the fulfillment of its mission, ICEX counts on a network of professionals specialized in business internationalization. These professionals work at ICEX headquarters in Madrid, at the 30 Territorial and Provincial Trade Offices established at different Spanish cities, and at nearly 100 **Economic & Commercial Offices** located in Spanish embassies and consulates all over the world.

1. PROJECT DESCRIPTION

1.1. Catering services for the Spanish Pavilion at Coverings 2025 Show in Orlando FL.

Select a Catering company or Restaurant to provide *paella* and a selection of *tapas* at the Spanish Pavilion (booth #5125) for the Spanish exhibiting companies, their clients and guest, during the trade show Coverings (<http://www.coverings.com/>) on April 29th to May 2nd, 2025.

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

Service schedule	Tuesday, April 29 th	Wednesday, April 30 th	Thursday, May 1 st
	1:00 pm – 2:30 pm	1:00 pm – 2:30 pm	1:00 pm – 2:30 pm
Paella & Tapas	+/- 500 guests	+/- 500 guests	+/- 500 guests

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

2. WHAT WE DEMAND – PROPOSALS SHALL INCLUDE

2.1. Catering company or restaurant requirements and responsibilities

The catering company or restaurant must provide the following food service:

- **PAELLA:**
 - 2 types of *paella* to be served. Indicating types of *paella* and main ingredients.
 - A display of *Paella* will be presented to guests on traditional *paella* pan.
 - Indicate the number of *paellas* or *paella* pans to be served each day.
 - *Paellas* will be served to guests in individual 7" plates.
- **TAPAS:**
 - Indicate the selection of 3 Spanish *tapas*.
 - Indicate number of Spanish *tapas* for person.
- All required napkins, plates, cutlery, tablecloths will be provided for the service.

******Please note that the Convention Center rules do not allow outside restaurants to prepare and cook food on their main kitchen. Therefore, any restaurant submitting a proposal must bring the service already cooked and prepared to be served at Spain's booth**

#5125 or coordinate with the appointed restaurant for the Orange County Convention Center (OCCC), Sodexo Live! Catering Company, to find an alternative location at the OCCC. In any case, the proposal must consider the logistics of accessing the convention center, transporting food to the exhibit floor and planning accordingly.

***This RFP exclusively pertains to the provision of the paella and tapas lunch service. Services such as bartenders for wine service, coffee station, rentals of hot boxes, carts / dollies to transport food will be arranged by the Trade Commission of Spain separately through a distinct contract with Sodexo Live!.

The catering company or restaurant will have the following responsibilities:

- Provide with all the **food, personal, supplies and equipment** (napkins, plates, cutlery among others) required to properly serve during the event.
- In case the catering company or restaurant needs to prepare the food service at the Orange County Convention Center (OCCC), coordinate with the appointed restaurant for the OCCC, Sodexo Live! Catering Company, to meet all requirements for the usage of their kitchen and storage facilities.
- The catering company or restaurant must provide enough staff for the event to meet the level of service required.
- The designated catering company or restaurant primary contact will supervise all aspect of the service before, during and after each day of service.

2.2. Bids that do not include a complete description of all the requirements and responsibilities requested above in the briefing will be automatically excluded.

3. TERM AND EXTENSION OF THE AGREEMENT

3.1. Term. The described services in the contract will run from the date the agreement is signed by both parties until May 2nd, 2025.

3.2. Extension. This Agreement does not foresee the possibility of renewal.

4. BUDGET

4.1. Maximum Budget (all tax excluded): The maximum budget for the execution of the project will be 64,000.00 USD (Sixty-four thousand US Dollars). Bids will be made in US Dollars, **excluding taxes.**

However, the bidders must specify in their bids, as an independent item, the taxes that will be applicable, if any.

4.2. Estimated contract value: The estimated total contract includes the value of the contract, without the possibility of any extensions and excluding any applicable taxes. According to the latter, the total estimated total contract value of this contract is of a maximum of 64,000.00 USD excluding taxes, which includes the following maximum amounts:

- Main contract maximum budget: 64,000.00 USD excluding taxes
- Modifications to the contract due to the need to broaden the scope of the activity: 12,000.00 USD

Foreseeable reasons that could lead to a modification of the contract value include: the need to increase the number of daily services and/or days of service, or the need

to add new services, such as Spanish wines, to the elements listed in this document. Any modification to the contract will only be requested by ICEX.

Should any of the planned activities not be carried out, the budget allocated to the respective activity/ies will be deducted from the overall budget.

5. PAYMENTS AND INVOICES

- 5.1. Contract Amount.** Only the activities, budgets and procedures included in the Contract will be binding for the Parties. No expense on behalf of ICEX can be incurred by the company before the date of signature of the corresponding contract and prior approval of ICEX, as represented by the Trade Commission of Spain in Miami.
- 5.2. Payment currency.** Payments to the company will be made in the currency of the Contract, which is US Dollars. Any currency exchange costs will be borne by the bidder.
- 5.3. Payment schedule.** ICEX will ensure that 50% of the payment is made at the signature of the contract and the balance at the end of the service, upon presentation of the invoices.
- 5.4. Invoice details.** All the invoices should be addressed to:

ICEX España Exportación e Inversiones, E.P.E.
Paseo de la Castellana 278, 28046 Madrid, Spain
VAT Number: ES-Q2891001F

But **dispatched to:**

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

The Catering/Restaurant invoice will contain the following elements:

Company letterhead / logo
Address
Date
Invoice number
VAT number
Description of the item/s
Total amount due

6. REQUIREMENTS

- 6.1 Technical solvency requirements.** The company must have a strong and proven track record in the caterings and restaurant services. The technical solvency of the company shall be demonstrated by submitting similar activities carried out during the past three years in the United States.
- 6.2 Team requirements.** The role of each team member assigned to this project shall be specified in the tender. The company must designate a primary contact person that is informed of all aspects of the contract.

A minimum of 6 staff members assigned to this project is expected.

6.4 Assignment. The assignment of the contract is not allowed.

7. EVALUATION CRITERIA

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

EVALUATION CRITERIA		Scores (Max.)
I. Price competitiveness of the tender		40
The offer with the lowest budget will receive the highest score of the item, and the rest will obtain the proportional score. Most economical offer = maximum score. Rest of the offers will have the following formula applied: points per offer = (price of the most economical offer / price of offer) X maximum score per criteria. Financial Proposals that exceed the maximum available contract budget will not be considered.		
II. Technical Proposal		60
- ICEX will assess the quality of the proposed plan and the extent to which it satisfies most efficiently the objectives of the events, assigning points to each of the components of the Technical Proposal, as described below. Technical Proposals that do not receive at least 25 points in sections II.a, II.b, and II. c, will be automatically excluded.		
II.a. Accuracy of proposal to Spanish paella & tapas menu (25 points). This includes the selection of fresh, high-quality ingredients, as well as the proper preparation of paellas and tapas. II.b. Variety of options and flexibility for the event (20 points). It is essential that the catering company offers customizable options and can adapt to the needs of the event. This includes the ability to adjust to logistical requirements, such as the number of people or the available space for the service presentation. II. c Positive perception of quality and authenticity of the Spanish Cuisine. (10 points). The proposal must ensure that the dishes offered are authentic to the Spanish cuisine, with appropriate and careful presentation.		55
Other additional services (without additional cost) which are not specified in the Request for Proposal that may positively improve the service: Additional staff, detailed information on how the service will be display to guests.		5
TOTAL		100

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

0% of allocated points	Not enough information
1% up to 25% of allocated points	Almost adequate
26% up to 50% of allocated points	Adequate
51% up to 75% of allocated points	Very good
76% up to 100% of allocated points	Excellent

8. CONTENTS OF PROPOSALS

8.1. Proposal content. Bidders are expected to present a proposal that includes three (3) separate documents (Administrative Requirements; Technical Proposal, and Financial Proposal), as detailed below. Proposals that miss any of the said documents will be considered incomplete and excluded.

8.2. Document 1: Administrative Requirements (PDF file). All competing companies must present an electronic file in PDF format, comprising the following documents:

- **Acceptance letter.** All bidders are required to provide an acceptance letter, signed by a legal representative of the company, accepting each and every term and condition stipulated in the present briefing.
- **Project References.** The dossier should detail events of similar scale undertaken in the last 3 years, including **total budgets, dates and clients, public or private sector**, for whom the services and/or work was undertaken. A minimum **experience of three years** in similar projects is required.
- **Team requirements.** A minimum of 6 staff members, their roles and a primary contact person should be indicated in the proposal.
- Bidders must clearly state in their offer if they use any of these options (joint ventures, subcontracting) to meet the requirements providing documentation that legally demonstrates the extent and seriousness of the relationship.

8.3. Document 2: Technical Proposal (PDF file). The technical proposal should not make any reference to price. All competing companies must present a detailed work proposal, that includes all aspects specified **on section 2.1 of this briefing**.

8.4. Document 3: Financial proposal (MS Excel file). All competing companies must present a financial proposal, including a detailed budget for the project and its breakdown for each area of activity.

8.4.1. Taxes. ICEX will evaluate the Financial Proposal based on the offered prices, excluding taxes. Therefore, the proposals should include the maximum detail of the items' price included in the proposal, where taxes are clearly separated.

8.4.2. Currency. The proposal will be drafted in US Dollars.

9. SUBMISSION OF PROPOSALS

9.1. Invitation to tender. ICEX, represented by the Trade Commission of Spain in Miami, will send this briefing to different companies. The briefing will also be published on the website of the Trade Commission of Spain in Miami.

9.2. Submission of proposals. The companies wishing to participate in the tender must send the documentation exclusively in digital format (PDF), **ONLY** to the e-mail tenders@icex.es before March 25th 2025, 04.00 pm EST. Proposals not submitted within the deadline will be automatically excluded.

9.2.1. Electronic files. All files should be in digital (PDF and MS Excel) format only. Neither e-mails nor individual files sent as attachment should exceed 4MB in size.

Should files be larger, the competing companies should use a file transfer service, which they have previously verified (e.g. WeTransfer, Dropbox, or other).

- 9.2.2. Expenditures.** Please note that any expenditure incurred by competing companies in the preparation of the proposals, presentations and quotes will be at the expense of the said companies. Submission of the offer will not generate any fees or reimbursement of any type of expenses from ICEX.
- 9.2.3. Language.** The proposal will be drafted and presented in English.
- 9.2.4. Acceptance of terms.** Submission of a proposal and participation in this tender implies the express acceptance by the competing companies of all the clauses contained in this brief.
- 9.3. Amendment of proposals.** Once competing companies have submitted their proposals, ICEX will not accept the submission of any amendments, additions or corrections, unless the latter result from a clarification requested by ICEX.
- 9.4. Clarification of proposals.** Competing companies meeting the administrative requirements of the present brief may be invited by ICEX to clarify specific aspects of their technical or financial proposals, which will be done in written.
- 9.5. Compliance of proposals.** All competing companies submitting a proposal should be aware that the Legal Services of ICEX will review the documentation submitted by each company, to ensure compliance with every requirement set in this brief. Non-compliance with any of the requirements established in the present brief will result in the automatic disqualification of the company concerned.
- 9.6. Assessment of proposals.** The document 1 (Administrative Requirements) will be the first to be opened and assessed. Once and only if the competing company has been verified to comply with every requirement set in this brief, will the document 2 (Technical Proposal) be opened, assessed and assigned evaluation scores. Finally, the document 3 (Financial Proposal) will be opened, assessed and evaluated. Thus, the price contained in the financial proposal offer will not be known until that moment.
- 9.7. Selection of company.** A decision will be made as soon as possible from the published proposal due date. The decision will be notified via e-mail to all competing companies, in order to enable the selected company to begin work promptly.
- 9.8. Contact persons.** Questions related to this briefing might be addressed in written form until March 20th of 2025 at 3.00 pm EST only through the e-mail tenders@icex.es. In the interest of fairness, any questions by competing companies, as well as the corresponding answers by ICEX, might be shared with all other companies.

ICEX's Board of Directors
By Delegation (Resolution of 30 September 2021 BOE
[Official State Gazette] nº. 243 of 11 October 2021

Javier Maria Yraola Burgos
Trade Commissioner of Spain
Trade Commission of Spain in Miami

ADMINISTRATIVE CLAUSES

1. FINANCIAL PROPOSAL CALIFICATIONS

Disproportionate or anomalous bid. Financial proposals will be evaluated to determine whether they can be considered disproportionate or anomalous. Bids will be considered disproportionate or anomalous when:

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

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

Tiebreaker Criteria. In the event of a tie in the score obtained by two or more bidders, it will be resolved by applying the social criteria stated below, in order and referred to at the end of the deadline for submission of proposals. The supporting documentation for the tiebreaker criteria referred to in this clause will be provided by the bidders at the time the tie occurs, and not previously.

- 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, to the largest number of permanent workers with disabilities in the workforce, or the largest number of workers in inclusion in the workforce.
- Lower percentage of temporary contracts in the workforce of each of the companies.
- Higher percentage of women employed in the workforce of each of the companies.
- The draw, if the application of the above criteria had not resulted in a tiebreaker.

2. OBLIGATIONS

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

- Ensuring that both the development and the result of the services and work which has been contracted to carry out comply with the quality specifications required by ICEX.
- Compliance with the time-limits agreed with ICEX in each case.
- Omissions, errors, incorrect conclusions, or inappropriate methods that it may recommend and implement during the term of this contract.

- The personnel forming part of the project team assigned to the development and performance of the Contract, with the company bearing sole liability in employment matters for the conduct and operation of the above-mentioned team.
 - The processing of any information and data made available to it.
- b. **Copyright and information rights.** The intellectual or industrial property rights for all works created by the company, as well as all the information gathered by the latter on behalf of ICEX in connection with this contract shall belong to ICEX, at no extra cost, upon payment of all relevant consultancy fees and expenditure herein agreed. This includes the right to use, reproduce, modify, distribute publicly and via online media. Said rights will be on a global basis and throughout the maximum period of copyright protection, for all the file types, in any format or language, and with all the effects determined by the law.
- i. All materials produced are the property of ICEX, including any intellectual property, printed materials, photography, website, videos and other offline and online publications.
 - ii. The company awardee will ensure that all vector files of materials produced, in any medium or format, are delivered to ICEX. This includes all original and edited photography, video, and social media files, which the company guarantees have been produced for ICEX and are not owned by third parties.
 - iii. The company shall, at its own expense, defend any claim or threatened claim brought by third parties against ICEX, insofar as the said claim is based on the allegation that the work carried out by the company 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.
- c. **Confidentiality.** The company awardee is obliged to maintain professional confidentiality with regard to the information and documentation provided by ICEX for the performance of the services. This obligation shall remain in force both during and after the end of the activities to which the contract related, until the said information comes into the public domain or, for any other legitimate reasons, loses its confidential status. 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.
- i. The company 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 company 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 company or subcontracted by it.
 - ii. The company 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.
 - iii. Failure to comply with the obligations indicated above shall entitle ICEX to bring civil or even criminal actions against the company for any liability that might be applicable.

3. CANCELLATIONS

- a. **Termination.** ICEX reserves the right to unilaterally terminate the contract if the services are not performed by the company in accordance with the instructions received from ICEX,

if any of the deadlines applicable to the company are not met, or if there is any failure to fulfil the obligations established in the contract. All of the above is without prejudice to any claims for damages that might arise.

b. **Cancellation, postponement or modifications of actions.**

- i. **Cancellation.** In the event of cancellation of an event, ICEX shall solely satisfy the expenses incurred by the company from the date 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 company must submit all documentary invoices of the expenses incurred up to that date.
- ii. **Postponement.** In the event that the said action is postponed due to sanitary conditions and the subsequent National, Provincial or Local restrictions in place, the parties will try to reach an agreement in good faith that benefits their respective interests as much as possible, in order to postpone the events to the nearest possible date. More precisely, a formal or informal governmental provision applicable to the city of celebration of the event that limits the number of expected visitors to half of the required, constitute grounds for postponement of the events. Additionally, the placement of cumbersome sanitary requirements to visitors and exhibitors (quarantines, sanitary tests, etc.), that could limit the attendance to the events, constitute grounds for their postponement.
- iii. **Modifications.** In the event that the sanitary or travel restrictions in place limit or impede the celebration of one of the events at a suitable date the parties will try to reach an agreement in good faith to modify the scope or place of the activity.

4. CONTRACT AND JURISDICTION

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

5. DATA PROTECTION

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

The parties hereby undertake to respect the current regulations on data protection (General Data Protection Regulation 679/2016 and Organic Law 3/2018 on Data Protection and guarantee of digital rights). The personal data of the contacts of both parties, including data related to the signatories of the agreement and related to the personnel of the Parties that must necessarily be contacted, will be processed by each of the Parties for the purpose to manage the relationship based on the execution of the contract that legitimizes the processing. The retention period for this data will be the duration of the contractual relationship and as long as they are necessary, or responsibilities may arise in accordance with the applicable regulations or as required by the authorities.

The affected interested parties may exercise their rights of access, rectification, deletion, opposition, limitation of processing, portability by contacting Parties. In case you consider that your data protection rights have been violated, you can contact the Authority on Data Protection.

6. EUROPEAN FUNDING

European Regional Development Fund (ERDF). This project can be subject to financing of the European Union through the European Regional Development Fund.