

**CALL FOR A DRESSING TENDER AT THE FOLLOWING TRADE FAIR:
RSA CONFERENCE 2024**

The Economic and Commercial Office of the Embassy of Spain in Los Ángeles in the name of ICEX SPAIN TRADE AND INVESTMENT, E.P.E., (from now ICEX), hereby convenes a tender for the construction, assembly, maintenance, and dismantling works of the Pavilion Spain at the following International Trade Fair:

Trade Fair	Date	Venue	Estimated surface
<u>RSA CONFERENCE 2024</u>	May 6 th -9 th 2024	Moscone Center, San Francisco, CA	1,500 sqft

Tender bidding specifications (Taxes excluded).

If due to the nationality of the company, taxes associated with the execution of this contract are not applicable, please indicate expressly in the tender (Document 3).

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

The tenders should include a breaking down in which the price offered and taxes must be clearly described and separated.

ICEX will evaluate the tenders based on the offered prices, excluding taxes.

All tenders must be submitted in USD excluding VAT (taxes must be clearly described and separated).

Estimated surface: 1,500 sqft.

The price offered shall be of maximum 79 USD/sqft expenses and any applicable taxes excluded.

The price tendered by the bidding company for the estimated net surface may not exceed USD 118,500.00 (One hundred eighteen thousand five hundred US dollars) – 79 USD/sqft x 1,500 sqft VAT and taxes excluded.

Any quotation exceeding this amount will be dismissed.

See Annex A *RSA 2024 Spain's design guidelines*

All tenders and dressing projects must be sent in electronic format ONLY to tenders@icex.es no later than **February 26th 2024** 14:00 hrs Los Ángeles local time.

Los Ángeles, on the date shown by signature.

ICEX Board of Directors

By Delegation (Resolution of September 30th, 2021 - BOE [Official State Gazette] num 243 of October 11st, 2021),

Juan Luis Gimeno Chocarro
Economic and Commercial Counsellor
Economic and Commercial Office of Spain in Los Ángeles
GIMENO CHOCARRO
JUAN LUIS - [REDACTED]

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GIMENO CHOCARRO JUAN LUIS -
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BIDDING SPECIFICATIONS GOVERNING THIS TENDER

SECTION A - GENERAL TERMS AND CONDITIONS

FIRST- Object

The object of this Tender is the selection of a Dressing Contractor who shall be awarded the execution of the construction, assembly, maintenance and dismantling works concerning the Pavilion of Spain at the following 2024 trade fair and the purpose of the same is to achieve the best ratio between price and quality, wherefore ICEX is entitled to award the Tender to that Dressing Company which, at its sole judgement and pursuant to the offer submitted, provides the best terms:

Trade Fair	Date	Venue	Estimated surface
<u>RSA CONFERENCE</u> 2024	May 6 th -9 th 2024	Moscone Center, San Francisco, CA	1,500 sqft

If the trade fair organization decides to move the date of the show to a new date in 2024, postpone its celebration to 2025, or even cancel 2024 edition so that the show would be held in 2025, it will be understood that the established agreement between the successful Awardee of the tender and ICEX will be valid for the decoration of the Pavilion of Spain at the RSA CONFERENCE 2024 Show on those new dates.

Consequently, after signing the agreement, the contractor will not start any production work until ICEX gives the appropriate instructions once the definitive fair dates have been set. These instructions will be given sufficiently in advance so that all the works can be accomplished.

SECOND - Award Procedure

The selection of the awardee company of this Tender shall be conducted, pursuant to the internal regulations of ICEX, and following the application of objective criteria which are listed here below, based on the weighted values assigned to each of them.

CRITERIA	MAXIMUM POINTS
C.1. Economic Offer /Budget <u>Economic Offer /Budget must be in Document 3.</u>	30
Lowest price: maximum score. Rest of the offers: formula to be applied: "points per offer = (lowest price / each offer price) X maximum score per criteria"	
C.2. Improvements <u>Improvement must be in Document 3</u>	2
Any improvement that does not involve an additional cost for ICEX nor exhibitors and that is not included above. In particular, the following:	
Daily cleaning during show days	YES:2 NO: 0
C.3. Degree of adjustment to the design and functional requirement specifications provided in the tender and if possible, improvements to reinforce the image of the Pavilion. Including Hanging sign and its dimensions.	14

Degree of adjustment to the design and functional requirement specifications must be in Document 2		
Correct comprehension of the project (design and functionalities) based on layouts and views provided by the bidder.		
Degree of adjustment to the design and booth equipment provided in the tender.	MAX: 6	
Including optional items in storage room: fridge, coffee maker connected to the electricity supply and single coffee serves (coffee, milk, paper cups, sugar, disposable wooden paddle coffee stirrers) to last during the days of the fair and/or water dispenser with sufficient supply for all the days the trade fair is open.	MAX: 2	
Audiovisual equipment. Info area and working units: Quality, design and TV size.	MAX: 5	
Storage room door. Including passcode code door lock.	MAX: 1	
C.4. Quality of materials proposed. Quality of materials proposed must be in Document 2		24
Compliance with tender specifications of all the main elements of the project, based on the samples, pictures, descriptions and construction details provided by the bidder		
<u>Flooring</u> : Quality of the covering material. Including wooden platform will be positively valued.	MAX: 5	
<u>Walls</u> , separating elements: Quality and continuity of material on walls covered with graphics.	MAX: 3	
<u>Working units</u> : Quality of the material and finish, with any visible modular elements concealed.	MAX: 6	
<u>Companies' graphics</u> : Quality of printed images.	MAX: 3	
<u>Info Area graphics</u> : Quality of printed images.	MAX: 2	
<u>Signage</u> . High level overhead structure. Quality of the material and finish, design and size of the element.	MAX: 5	
C.5. Electricity and lighting. Electricity and lighting must be in Document 2		14
<u>General Lighting</u> . Including PARCANs hung from the venue's ceiling. Type, power, brightness and number.	MAX:6	
<u>Companies' graphics</u> : Including backlight graphic. Size of the backlight part.	MAX: 5	
<u>Info Area graphics</u> : Including backlight graphic. Size of the backlight part.	MAX: 2	
<u>Counter graphics</u> : Including backlight graphic. Size of the backlight part.	MAX: 1	
C.6. Furniture. Furniture must be in Document 2		13
Quality of the proposed furniture and plants evaluated based on the pictures and descriptions provided by the bidder.	MAX: 13	
C.7. Environmental. Environmental proposal must be in Document 2.		3
· The proposal includes materials whose composition is recyclable and respectful of the environment as well as proposals associated with the elimination of single-use materials.	MAX:1.5	
· The proposal includes description of the waste policy for deteriorated materials that will no longer be used at the fairs subject to this tender as well as proposals for reuse, recycling, destruction, etc.	MAX:1.5	
Total		100

Responses Responses C3 to C7, both inclusive will be scored as follows:

0% of allocated points	It does not contribute anything relevant or additional to what is required, or proposal simply states that the bidder can meet some or all the requirements but does not provide information or detail on how they will do so
20% of allocated points	Low
50% of allocated points	Compliant
75% of allocated points	Fully Compliant
100% of allocated points	Exceeds Requirements

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 indicated below, in order and referring to the end of the proposal submission period. The supporting documentation of the tiebreaker criteria referred to in this clause will be provided by the bidders at the time the tie occurs, and not beforehand.

- Greater percentage of workers with disabilities or in a situation of social exclusion in the workforce of each of the companies, prioritizing in case of equality, the greater number of permanent workers with disabilities in the workforce, or the greater number of workers included in workforce.
- Lower percentage of temporary contracts in the workforce of each of the companies.
- Greater percentage of women employed in the workforce of each of the companies.
- The tie if the application of the previous criteria had not given rise to a tiebreaker.

The successful bidder must submit together with the legal (financial) and technical specifications, the documentation set out in these Bidding Specifications (Annex 1 and Annex 2).

ICEX reserves the right to collect information on any incomplete aspects or questions that may arise from the bids submitted by the participating companies. Participating companies must correct the defects by the deadline indicated in each case.

Every Company taking part in the tender shall receive appropriate notice on whether ICEX has decided to award them the Agreement or otherwise.

ICEX may consider that no bidders qualify for the award of the tender if following the bids and documents submitted these do not comply with minimum requirements like solvency of the Contractor, the technical project, its suitability, or the prices quoted.

ICEX reserves the right to revoke the award at any time if the winning bidder fails to fulfil any of the requirements in the Call for Bids and the Terms and Conditions governing the tender.

The bidder with the highest score will be informed of the award as soon as possible.

THIRD - Award sum

The price offered by the bidders shall include, among others, all expenses even those regarding fluctuations in exchange rates and cannot be modified during the period of the agreement and, if applicable, its extension, unless express Contract thereon by the Parties.

The price tendered by the bidding company for the estimated net surface may not exceed USD 118,500 (One hundred eighteen thousand five hundred US dollars) – 79 USD/sqm x 1,500 sqft VAT and taxes excluded.

Trade Fair	Estimated surface	Price/sqft (taxes excluded)	Total price
<u>RSA CONFERENCE</u> 2024	1,500 sqft	79 USD/sqft	118,500 USD

Any quotation exceeding this amount will be dismissed.

This is an estimated cost; if the Sqft. or elements of the Pavilion vary, it will imply a variation of the cost, according to the price per Sqft. and element.

The price per Sqft specified in the tender, may not be varied or amended in any way by the Awardee, during the period of the Agreement and following extension, unless express agreement thereon by the Parties.

The price per Sqft tendered must include all works regarding the construction, assembly, provision and connections of additional mechanisms and devices necessary to make all the equipments work, even those rented by the exhibitors such as refrigerated displays, audiovisuals, etc., maintenance and disassembly of the Spanish Pavilion, as well as all expense items arising from transport from and to the site where the Fair is held, and the necessary equipment for assembling and dismantling the Pavilion, warehousing and transport of loads within the Fair and rental of whatever other services are required within the Fair in order to execute the Agreement.

The price must also include:

- Set up, maintenance and dismantling labours, supervisor labours, Truckage charges, disposal costs, management fees, or the production and hanging labour (installation and dismantling) of all the hanging elements if required.
- Electricity and Power supply. All electrical and pipe installations work from source of supply at the exhibition (even if these works must be carried out solely by the Organiser's official contractor of the Fair).
- Disposal of Waste. The wastes from the exhibition, used materials, and all other wastes in and around the booth shall be removed by the awardee (Construction and exhibitors wastes). The expenses for the disposal work shall be borne by the awardee. Cleaning of the Pavilion during assembly, celebration and dismantling periods.
- Civil liability insurance that covers any claims filed following personal or property damages or losses suffered by workers, exhibitors, visitors, or any other person during, or as a consequence, of the assembly, dressing or dismantling of the Pavilion.

No additional extra costs will be accepted.

The price does not include Handling Charges/Drayage. The amount of the Drayage charges should be calculated separately, and the tenderer must submit a Drayage an estimate together with the tender.

FOURTH – Estimated Contract Value

The **estimated value of the contract** considers the value of the first contract and the value of three (3) possible extension.

According to the latter, **the estimated total contract value** of these contracts is 497,700.00 USD taxes excluded, which includes the following amounts:

- Main contract maximum budget: 118,500 USD
- First extension maximum budget: 118,500 USD
- Second extension maximum budget: 118,500 USD
- Third extension maximum budget: 118,500 USD

- Amendments (20%) 23,700 USD

FIFTH. - Price and payment arrangement

The total price will be paid, following submission of the appropriate invoice, in the terms that ICEX and the Awardee Company agree.

ICEX will satisfy the amount specified in the tender for the main contract in instalments.

- The first instalment of 50% will be paid upon contract signing and Contractor's presentation of the corresponding invoice. Invoice will be paid within thirty (30) days after the conclusion of the fair upon presentation of the corresponding invoice, issued USD.
- The second instalment corresponding to the remaining 50% of the total price agreed- Invoices will be paid within thirty (30) days after the conclusion of the fair upon presentation of the corresponding invoice, issued USD, once the penalties, if any, have been deducted and it has been verified that the Contractor has fully complied with each and every obligation set forth herein, in particular, those concerning the dismantling of the Pavilion and ICEX's officer at the Tradeshow has given his prior approval to the works done.

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:

ICEX España Exportación e Inversiones, E.P.E.
Economic and Commercial Office in Los Angeles
11.500 Avenue of the Stars, Ste. 2430
Los Angeles, CA 1.50067
VAT number: ESQ - 2891001F (ICEX is VAT registered in Spain)

SIXTH. - Procedure

This briefing will be circulated to multiple Companies. And will be published on the Trade Commission of Spain in Los Angeles website: <https://www.icex.es/es/quienes-somos/donde-estamos/red-exterior-de-comercio/US/convocatorias>

The Companies interested in bidding may contact ICEX (tenders@icex.es) with any questions about the brief up (February, 24th), at 10:00 AM Los Angeles Time.

Please note that any expenditure incurred by candidate Companies in the preparation of the proposals presentation and quotes will be at the expense of those companies involved. Submission of the offer will not generate any fees or reimbursement of any type of expenses.

Submission of an offer and participation in this tender implies the Company express acceptance of all the points contained in this briefing.

The proposal needs to be sent via email to tenders@icex.es no later than (26th February) at 02:00 PM Los Angeles Time.

Offers received after the deadline will be automatically inadmissible and will not be valued.

All files should not exceed 4mb in size if sent as attachment; should files be larger, use a file transfer service, which you have verified works.

The proposal will need to be presented in English, electronically as a pdf and where appropriate, use Excel for numbers.

All competing Companies submitting a proposal should be aware that IDEX Legal Services will review the documentation submitted to ensure that they comply with the requirements of this brief.

After verifying compliance with the Company requirements (see Document 1), the technical offer (work proposal see Document 2) will be reviewed and evaluated. Once the evaluation scores have been assigned to the technical proposal, the economic offer (see Document 3) will be opened and evaluated. **The price contained in the economic offer will not be known until that moment.**

A decision will be made within an estimated period of four (4) weeks from the published proposal due date.

The decision will be officially notified via email, to enable the selected agency to begin work promptly.

Proposals not submitted within the deadline will be excluded.

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

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

All the documentation shall be submitted only in ELECTRONIC FORMAT.

- Document 1: LEGAL DOCUMENTATION TO BE SUBMITTED

The Tenders shall provide detailed information about their companies with reference to the following items:

- Legal status, structure, size (turnover, number of employees).
- All competing bidders will be required to provide a solvency report in order to prove that the annual volume of business, referred to the best exercise within the last three (3) available depending on the dates of constitution or start of activities of the bidder and submission of offers, is equal to or greater than 118,500 USD.
- Mention of other dressing projects in which they have been involved in the last three years, with special stress on dressing projects for National Pavilion at Trade Fairs.
- As well as a Letter of acceptance signed by a legal representative of the company whereby, they accept each and every term and condition set out in this Call for a Dressing Tender and its Bidding Specifications.

- Document 2: TECHNICAL DOCUMENTATION TO BE SUBMITTED

Documentation to be submitted by the bidders:

The offer must necessarily include:

- A sufficient number of layouts and views to show a proper comprehension of the project, taking into consideration the aspects indicated in the "Specifications of works".
- A detailed written description of all the elements of the project.
- Construction details of all the main elements of the project.

- Photographs of samples of the proposed materials and systems.
- Pictures and descriptions of the proposed furniture and lighting fixtures.
- Plans of the proposal, including ground plans elevations with dimensions, and overall perspectives to show a proper comprehension of the project.
- Project specifications, including finishes, materials and building processes. These specifications must take into consideration the aspects indicated in the “Specifications of Works”.
- Specifications and details of the overhead’s structure. Specifications and technical details and design.
- General Lightings. Specifications and technical details, including luxes and temperature of light data, design, and type of the luminaires.
- Construction details or pictures of all the main elements of the project, with sections, front views and perspectives that allow a clearly understanding of the proposed solutions.
- Photographs of the furniture.
- Specifications of the Environmental proposed project.
- Perspectives and/or 3D computer graphics to show a proper comprehension of the project.
- Layout with the proposed position of the luminaires.

The offer should include information to enable tenders to be evaluated in accordance with the criteria set out above.

The information provided in Document 2 does not clash with the information required in Document 3. The tenderer must avoid introducing in Document 2 any reference with the prices.

- Only this information prepared by the bidders included in Document 2 will be used to evaluate the criteria set forth in this tender.

- Document 3: ECONOMICAL PROPOSAL & CRITERIA C.2. IMPROVEMENT

Documentation to be submitted by the bidders:

ECONOMICAL PROPOSAL

Economic proposal must be in (USD).

ICEX will evaluate tenders based on the offered prices, excluding taxes.

The tenders should include a breakdown in which the price offered, and taxes are clearly separated.

Proposals exceeding the maximum available budget 118,500 USD, VAT/taxes excluded, (1,500 sqft x 79 USD/sqft) will not be considered.

AUTOMATIC CRITERIA: C.2. Improvement Criteria

Annex B Economical Offer & Improvement criteria duly fulfilled.

The tenders should include a breakdown in which the price offered, and taxes are clearly separated.

Proposals exceeding the maximum available budget USD 118,500 USD, taxes excluded, will not be considered.

- 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 requests 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 Annex C. "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.

SEVENTH. -Entering into an Agreement

The legal relationship between the successful Awardee of the tender and ICEX shall be recorded following the execution of an Agreement. Prior the signing of this Agreement, the Awardee must submit within the terms established for the same, the documentation foreseen in the Schedule of these Bidding Specifications (Annex 1 and Annex 2 only for the Awardee) within the terms established for the same.

EIGHTH - Extension of the Agreement

In order to uphold the institutional image of Spain at International Trade Shows or Fairs, ICEX hereby reserves the right to extend this Agreement with the Awardee for the following three (3) editions regardless the date of execution without convening a new tender.

The general terms and conditions of the Bidding Specifications governing this Tender shall apply to the extension.

NINETH– Procurement Board

Appointed members of the Procurement Board for purposes of this tender will be:

President	José Maria Blasco Ruiz	Infrastructures, Health and ICT Director
Substitute	Carmen Garcia-Cervigón	Deputy Director for Infrastructures, Health and ICT
Member	Francisco Javier Muñoz Ortiz	TIC Manager
Substitute	Sonia Lopez Barcena	Built and Architecture Manager
Member	Pablo Manuel Barea Guerrero	Manager. Trade Commission of Spain in Los Angeles
Substitute	Senín Carbia Coucheiro	Manager. Trade Commission of Spain in Los Angeles
Member	Senín Carbia Coucheiro	Manager. Trade Commission of Spain in Los Angeles
Substitute	Pablo Manuel Barea Guerrero	Manager. Trade Commission of Spain in Los Angeles
Secretary	Pedro Patiño	Deputy Director for Procurement
Substitute	M ^º Elena Menéndez	Member of the Procurement Department.

TENTH. – Modification of the contract

Once the contract has been formalized, 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. For these purposes, those whose cost implies a variation in the contract price of more than 20% will be considered a substantial modification.

Possible changes in the contract price may be due to a change in the fair location or to new functionalities in the program of needs and / or equipment of the institutional stand or company stands, increasing the number of companies working stations in the same area, the inclusion of elements that reinforce the signage at height, which it may be necessary to introduce in this or the next three (3) editions of this fair if the contract is extended.

In this case, the successful tenderer will provide in writing, at the request of IDEX, the technical, economic and other conditions, before carrying out any modification to the contract. The modification must be previously approved by IDEX and formalized in the corresponding contract.

ELEVENTH– Force Majeure or restrictions imposed by the Fair Ground Authorities

The parties will not be responsible for the damages and losses caused to the other party for delays or breaches of this contract that bring their cause in cases of *force Majeure* or restrictions imposed by the Fair Ground Authorities. The duties of this contract will be considered suspended while the situation of *force Majeure* or trade fair 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 trade fair restriction extends in time until 2024, either party will be entitled to request the termination of the contract without having to indemnify the other party for it.

TWELFTH – Cancellation or postponement of the fair

In the event that the Tradeshow is not held in 2024 or 2025 the Pavilion is cancelled in 2024 or 2025, IDEX shall solely satisfy the expenses incurred by the Contractor as from the date of award of this contract (and in connection with the same) until the date of formal notice of this circumstance by IDEX. In order to be reimbursed, the Contractor shall previously submit all documentary invoices of the expenses incurred up to that date. In the same way, the Contractor shall reimburse IDEX the amount advanced of the expenses not incurred.

THIRTEENTH. -Execution of the Agreement

IDEX Project Manager is ultimately responsible for setting up the Pavilion. In the absence thereof, the Coordinator or Manager of the Pavilion will have ultimate responsibility. Any specific requests made by the exhibiting companies shall be responded to after consulting Project Management. The successful bidder shall not, under any circumstances, respond directly to oral requests, which must be addressed to: losangeles@comercio.mineco.es.

All construction, assembly and dressing work, in connection with the Pavilion, must be completed twenty-four (24) hours before the Trade Fair Opening at latest except in the event of *force Majeure* or restrictions imposed by the Fairground Authorities. The last day of such works shall be devoted to cleaning tasks in general and attention to stands.

Every stand must be completely cleaned before the arrival of the exhibitors, once again, the stands must be completely cleaned one (1) hour before the Trade fair opening, being this the sole responsibility of the Contractor. The successful bidder shall also be responsible for compliance of all regulations established by the venue's Regulations regarding any dumpsters needed for the removal of any materials, as well as for the removal of the materials itself after the closing of the show. This must be included in the overall price.

All works must be conducted pursuant to the technical specifications set out in these bidding specifications (Section B - **TECHNICAL SPECIFICATIONS**) and with adequate materials/furniture and finish, whereby faulty or low-quality materials shall not be acceptable.

The Awardee is likewise obliged to dismantle the stands within the term and provisions contemplated in the Regulations of the Enclosure, as well to the instructions given by ICEX or its representatives at the Trade Fair.

FOURTEENTH - Obligations of the Contractor

The Contractor shall be responsible for compliance of all technical regulations established by the Trade Fair Regulations, and to submit them layouts needed for approval as well as for the payment of the deposits asked by Organisers to allow the works at Exhibition Hall that have to be included in the Tender price.

The Contractor shall avail itself of the necessary human and technical resources in order to meet its obligations. In the event that the Contractor subcontracts any of the works herein assigned to the latter, only the Contractor shall be held liable to ICEX, without recourse to the subcontracting company.

Likewise, the provisioning of services and obtaining the necessary permits and authorisations and insurance required to undertake the assembly, dressing and dismantling works concerning the Pavilion shall be fully met by the Contractor. In any event, the Awardee must take out a civil liability insurance which covers any claims filed following personal or property damages or losses suffered by workers, exhibitors, visitors or any other person during, or as a consequence, of the assembly, dressing or dismantling of the Pavilion. All costs arising from these items must be set out in the in the financial tender submitted.

The Contractor hereby undertakes that throughout the assembly process of the Pavilion, it shall appoint a person vested with sufficient capacity to order the changes which may be required following unforeseen or uncomfortable circumstances during the assembly process.

The Contractor shall likewise provide ICEX with the number of workers required in order to help the exhibitors during the afternoon previous to the Trade Fair inauguration and the morning in which the Trade Fair has been inaugurated and at least two (2) members of its "in-house" personnel to ensure "on-site" proper maintenance of the Pavilion throughout the Tradeshow.

ICEX is entitled to amend or cancel specific items and in that event the Contractor shall be notified of the foregoing sufficiently in advance.

FIFTEENTH – Subcontracting

The Contractor will not be allowed to subcontract any of the works assigned hereof, unless ICEX previous authorization. In that event, exclusively the contractor will be held liable before ICEX for the works or omissions of the subcontracted company.

SIXTEENTH - Ownership of the designs

All designs used in the Spanish Pavilion are the proprietary ownership of the ICEX, and may not be

reproduced, copied or used by the Contractor for any other clients or projects.

SEVENTEENTH - Health and Safety at Work

The Awardee shall be responsible for compliance of all industrial, health and safety regulations established by the legislation of the country in which the Trade Fair is held and by the Regulations of the Enclosure.

EIGHTEENTH – Penalties

18.1 Assembly

ICEX may impose penalties following an inadequate or poor finish, the use of faulty or badly preserved materials, and in general, for any assembly deficiencies. Such penalties shall be reckoned pro rata to the damages caused.

Any delivery delay on the agreed schedule (24 hours before each one of the Trade fair Openings) shall entail a 4% penalty on the total amount of the Agreement for each of the first six (6) hours or fraction of an hour, with an additional 10% surcharge from the seventh to the twelfth hour. Should the delay exceed twelve (12) hours, ICEX shall study the appropriate penalty thereon, which in no event shall be more than the result of applying 50% to the total consideration of the Agreement.

In the event that the works are not completed when the opening of the Fair takes place, ICEX may, notwithstanding the penalties foreseen in the foregoing paragraph, claim damages from the Contractor (likewise referred to as the Awardee).

When delay in completion of works is due to any breach of the Trade Fair Regulations, the penalty system abovementioned shall be enforced.

If all the required elements of the stands are not made available to the participants in due time and manner, ICEX is entitled to apply the penalties it deems appropriate, and ICEX reserves the right to lease such elements to third parties.

18.2 Dismantling

ICEX may establish penalties in the event of an inadequate dismantling and withdrawal of the elements used in connection with the decoration of the Pavilion, pursuant to the Fair Grounds Regulations thereon pro rata to the damages caused.

Breach of the dismantling schedule as set out in the Fair Grounds Regulations shall entail the application of a penalty to be determined by ICEX which in no event shall be less than 10% of the aggregate consideration for the Agreement.

NINETEENTH – Termination

ICEX is entitled to terminate this Agreement following a breach of the Contractor of any of its contractual obligations, in addition to any claim for damages and legal remedies which may be available.

TWENTIETH - Applicable legislation

Dressing works shall be governed by the terms of the Agreement entered into between the awardee Contractor Company and by the tender specifications, which shall be incorporated to the same, and in default of the above, the Spanish legislation shall be applicable.

TWENTY FIRST. - Jurisdiction

In order to solve any dispute, disagreement, issue or claim which may arise from the performance or construction of the Dressing Agreement executed with the successful Awardee of this tender, 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.

TWENTY SECOND. – Recovery and Resilience Mechanism (RRM)

The purpose of this Contract is based on the dossier promoted by ICEX, which responds to the priorities of component 15 of the Recovery, Transformation and Resilience Plan (PRTR), aligned with the Digital Spain 2025 Plan, which includes actions aimed at promoting digitalisation and cybersecurity in Public Administrations, in companies (including SMEs and start-ups) and in the production model, and specifically Component 15, whose purpose is “digital connectivity, boosting cybersecurity and deployment of 5G”. Within Component 15, Investment 7 is aimed at strengthening the capacities of citizens, SMEs and professionals and boosting the industry’s ecosystem, and its Axis 2 takes the form of “boosting the industry ecosystem of the Cybersecurity industry”. In turn, Axis 2 includes Lever 1, aimed at promoting the national Cybersecurity industry, for the emergence, growth and development of companies in the industry, with Line of Action 6 for Lever 1 dedicated to promoting their internationalisation.

This procurement dossier is financed by the European Union Recovery and Resilience Fund, established by Council Regulation (EU) 2020/2094 of 14 December and Regulation (EU)2021/241 of 12 February 2021 of the European Parliament and of the Council, which regulates and approves the European Union Recovery Facility to support the recovery from the COVID-19 crisis and the Recovery and Resilience Mechanism (RRM).

Los Ángeles, on the date shown by signature.

ICEX Board of Directors

By Delegation (Resolution of September 30th, 2021 BOE [Official State Gazette] num 243 of October 11st, 2021),

Juan Luis Gimeno Chocarro
Economic and Commercial Counsellor
Spanish Economic and Commercial Office in Los Ángeles

See Annex A. *RSA 2024 Spain’s design guidelines* - Layout plans are only indicative. A final layout will be sent, if necessary, to the successful bidder in good time before the dates of the Show. The modifications will be built by the contractor at no extra cost.

See Annex B. *Economical Offer & Improvement criteria*

See Annex C. “*Legal Entity and Real Ownership.xlsx*”.

BIDDING SPECIFICATIONS GOVERNING THIS TENDER

SECTION B – TECHNICAL SPECIFICATIONS

SPECIFICATIONS OF WORKS:

Trade Fair	Date	Venue	Estimated surface
RSA CONFERENCE 2024	May 6 th -9 th 2024	Moscone Center, San Francisco, CA	1,500 sqft

The bidder must submit a proposal fitted to the design provided and, however ICEX will be open to assess light changes in the project in order to improve the image of Spain.

Therefore, it must contain items and materials that the bidder deems appropriate for this purpose.

The Awardee shall be responsible for compliance of all technical and fire regulations established by the Trade Fair Regulations and to submit the layouts needed for approval; as well as responsible for the payment of the deposits asked by Organisers to allow the works at Exhibition Hall, that have to be included in the Tender price.

All materials used in the stand construction must be properly fireproofed in accordance with local regulations.

The plans attached are only indicative. A final layout will be sent, if necessary, to the awardee in good time before the dates of the Show. The modifications will be built by the contractor at no extra cost.

Furthermore, the decorator undertakes to pay any fee arising from performance of work outside hours at the venue, and any other fee that the venue organization might request, both at the beginning and at the end of the show, which are not included in these specifications.

A sufficient number of layouts and views to show a proper comprehension of the project, prepared by the tenders, must be enclosed with the offer.

The bidder must consider in its quotation the following works:

The tender should include construction details of all the main elements of the project.

The net area occupied by the Pavilion is 1,500 sqft. It is an island type booth (dimensions are 30 ft. x 50 ft.) The booth contains an exhibition area with twenty-six working units (26 exhibitors), an institutional information area and a meeting area.

1. FUNCTIONAL REQUIREMENTS:

- 1.1. Working units for exhibitors (26 units)
- 1.2. Information Area
- 1.3. Storage room
- 1.4. Networking area
- 1.5. Private Meeting area

2. DESCRIPTION OF THE MATERIALS

- 2.1. Flooring

2.2. Walls/panels

2.3. Hanging sign

1. FUNCTIONAL REQUIREMENTS:

The structure of the booth should undertake an open space scheme with the following requirements:

1.1. Working Units for exhibitors (18 units)

The working unit aims to showcase the companies' projects and products as well as to serve as a meeting point for the exhibiting companies. 18 working units have been considered into the project.

- Working unit

The working unit will be equipped with the following elements:

- 1 exhibition panel:

This panel is a 2mW x 2mH x 0,10mD matt white element and will have exhibiting companies on both sides, front and rear.

Each side has:

- 1 Graphic panel: 100cmW x 100cmH x 10cmD, will have a full colour image applied, preferably backlit with LED light.
- TV Screen. preferably 42".
- Company logo (100cm W x 35cm H)

The lightbox should have no frame and should ensure uniform non-glare illumination.

Company's logo and images will be provided by each exhibitor.

The TV screen should have USB and HDMI connection and if possible, should be embedded into the panel, showing only the screen and hiding the frame. Otherwise, hanging the TV will be accepted.

Cables to connect the screen with the computer will be hidden inside the wall panel and all connections (cables and sockets) must be placed on the table though a desk cable and socket grommet box.

- 1 Brochure display, transparent Plexiglas attached to the cabinet facing the aisle.
- 1 table 200cmW x 45cmD x 5cmH. Preferably wood finish. Otherwise, wood effect laminated board is accepted.
- 1 lower lockable cabinet 40cmW x 40cmD x 95cmH, preferably wood finish. Otherwise, wood effect laminated board is accepted.
- 2 high stools.
- 1 multiple socket unit to be used for the TV screen, computer, table, cell phone and other electronic devices. No visible cables allowed. Inside the grommet box on the table.
- One waste bin



Each exhibitor will have a commercial printed image mounted preferably on a lightbox as well as their commercial logo mounted on a vinyl transfer sheet. The images will be previously selected by every company who will send them to the awardee company. Each exhibitor will be responsible for sending their final artworks, and the awardee company will ensure maximum printing quality of the artworks.

The awardee company will be responsible for coordinating and collecting the artworks from the exhibitors, in order to work on the final layouts, final prints, and correct installation of the artworks.

The Awardee will be responsible for the production of all graphic material as well as the necessary workforce for their correct positioning. The awardee company will submit for approval a sample to Icxex before printing all the graphics.

The size of the final prints and lightboxes will be the same for all the exhibitors.

1.2. Information Area

It should have:

- An information and visitor assistance counter.

Preferably a custom-made information counter with corporate logos on the front, inner shelves and a lockable area for brochure storage. ICEX and FEDER logos will be placed on the counter front. Sockets inside the counter. Backlit front will be positively appreciated.

- 2 stools.
- 2 m long white lockable low cabinet.
- Tv screen on graphic wall panel. Preferably 50" or bigger.
- 1 brochure rack
- One wastepaper bin.
- 1 double standard socket.

1.3. Storage room

The basic structure of the storage room will consist preferably white walls made of built-in modules showing no joints with graphic panel covering all the surface.

Walls must have a continuous look, with all frames, poles or other elements of the wall structure totally concealed.

Backlit graphic will be positively appreciated.

On the front wall hangs the TV and on top of it Institutional logos will be placed.

Back wall will be covered completely with graphics.

It will have:

- Lockable door. The door will open out from the storeroom and will have a lock and key.
- Shelves inside the storeroom: 3 linear m.
- 1 socket inside the storeroom.
- 1 wall hanger for clothes.

Optional:

- 1 fridge inside.
- 1 coffee maker connected to the electricity supply and single coffee serves to last during the days of the fair.

- 1 water dispenser with sufficient supply for all the days the trade fair is open.

1.4. Networking area

It will have:

- Round meeting tables + chairs
- 2 Wooden planter boxes with plants along the perimeter.
- 2 rectangular table 2m long x 40 cm wide x 1 m high along the perimeter. Preferably wood finish. Otherwise, wood effect laminated board is accepted.
- 6 high stools.
- 2m long Wall covered completely with graphics, both sides.

1.5. Meeting area

It will have:

- Sofa and coffee table set behind the storeroom wall panel.
- Puffs
- Wooden planter boxes with plants.
- 1 rectangular table 1,5m long x 40 cm wide x 1 m high. Preferably wood finish. Otherwise, wood effect laminated board is accepted.
- 2 high stools.
- 2m long Wall covered completely with graphics.

2. DESCRIPTION OF THE MATERIALS

The Contractor will ensure that all the proposed materials comply with all relevant rules and regulations and that their installation will be permitted by any authority involved, obtaining all necessary permits and certificates.

2.1. Flooring

The entire flooring of the Pavilion of Spain will be covered in white wood flooring (Maximum recommended height: 5 cm.), if possible.

Otherwise, vinyl flooring or carpet will be accepted.

The floor material should cover the entire area occupied by the pavilion.

Other kind of flooring that may improve carpet flooring, will be positively appreciated.

In order to protect the flooring materials, visqueen or similar cover will have to be installed over them prior to installation of the exhibits. Labour to remove the cover before the opening ceremony must be included in the overall price, as well as labour to remove all floorings after show closes and all relevant labour costs related to the floorings.

2.2. Walls/panels

Walls should have a continuous look, with all frames, poles or other elements of the wall structure totally concealed.

It will consist of panelling with a hidden structure so that graphics can be placed all along it continuously.

2.3. Hanging sign

All projects submitted must include high-level square hanging sign (approximately 15 feet long x 60 inches high). This sign will be placed overhead the info area and will consist of a one-sided printed fabric tightened to a structure. The fabric must be tautened so that it appears totally flat, with no creasing, folds or rucks and must comply with the fire requirements.

In any event, the successful bidder will bear all the cost of hanging up and placing these structures and signs and will be responsible for managing the permits with the fair and for complying with the trade fair rules.

ICEX will provide to the awardee company the artworks for the hanging sign in order to work on the final layouts, final prints, and correct installation of the artworks.

3. ELECTRICITY AND LIGHTING:

The awardee company will be responsible for the installation of both general and more specific lighting, ensuring adequate lighting, avoiding shades.

3.1. General lighting

The number and distribution of lamps must be proposed by the bidder in order to achieve at least 15 watts per square foot of lighting in the whole area and have to guarantee a homogeneous lighting.

PARCANs hung from the venue's ceiling will be positively appreciated.

3.2. High-level Signage

A lighting solution must be provided to illuminate correctly the graphics, avoiding shadows casted by the structure, visible seams or wrinkles.

3.3. Information area

A lighting solution must be provided to illuminate correctly this area and its graphics. Adjustable spotlights or downlights to light up the graphic wall panel on both sides can be used.

3.4. Networking area

A lighting solution must be provided to illuminate correctly this area and its graphics.

3.5. Private meeting area

A lighting solution must be provided to illuminate correctly this area and its graphics.

3.6. Working units

A lighting solution must be provided to illuminate correctly this area and its graphics.

All the lights will have the same colour temperature.

Including LED lamps and LED stripes for backlit elements will be positively appreciated.

Please send specifications of the lamps and drawings showing the location of the lights.

Please refer Technical services Manual for details regarding Organiser's appointed official contractors for various services, so as to ensure a more efficient and regulated build-up and dismantling.

The tender price must consider all electrical installation works from source of supply at the exhibition (even if it is carried out solely by the Organiser's official contractor). No additional extra costs will be accepted.

The contractor will be in charge of and will be held responsible for the electrical fittings and general supply power orders. All power and electricity costs must be included in the Tender.

ICEX will provide the Contractor with the electrical requirements.

The Contractor will carry out all works related with power installations starting from the general supply points, all the necessary spotlights, display lighting, general lighting, power points and labour, included in the tendering price.

The Contractor will also carry out all subsequent procedures with the official contractors and coordinate with them.

Labor to install, assemble, connect and hang all the lights must be included in the tender.

The successful bidder will bear all the costs of hanging up and placing the PARCANs and will also be responsible for managing the permits with the trade fair.

A solution must be given by the bidder to hide all the electric wires and the light lanes for the general lighting.

4. CLEANING

Every stand must be completely cleaned before the arrival of the exhibitors. Once again, the stands must be completely cleaned one (1) hour before the opening of the Trade Fair, being this the sole responsibility of the Contractor.

The successful bidder shall also be responsible for compliance of all regulations established by the Trade Fair Regulations regarding any dumpsters needed for the removal of any materials, as well as for the removal of the materials itself after the closing of the Trade Fair. This must be included in the overall price.

5. MISCELLANEOUS

It is recommended that one person of the awardee's personnel is dedicated exclusively to cleaning tasks.

Communication language regarding this tender, as well as the execution of the successful project, will only be English or Spanish.

Graphics produced by the Contractor shall be included in the tender. Final artworks will be provided by ICEX and the exhibitors.

Furthermore, the decorator undertakes to pay any fee arising from performance of work outside hours at the Trade fair, and any other fee that the trade fair organization might request, both at the beginning and at the end of the Trade Fair, which are not included in these specifications.

All items relating to electricity and water supply, drains and compressed air must be hidden and, in passageways, have indicating signs and be protected.

Project approval

The awardee company will be responsible of obtaining the necessary trade Fair Organizer approval.

The bidder must try to provide us with most and if possible, all (or even better some improvements) of the requested non-compulsory requirements.

Therefore, all the bids will be assessed according to the fulfillment (partial or complete) of the non-compulsory requirements.

Los Ángeles, on the date shown by signature.

ICEX Board of Directors

By Delegation (Resolution of September 30th, 2021 BOE [Official State Gazette] num 243 of October 11st, 2021),

Juan Luis Gimeno Chocarro
Economic and Commercial Counsellor
Spanish Economic and Commercial Office in Los Ángeles

BIDDING SPECIFICATIONS GOVERNING THIS TENDER

ANNEX 1 – LEGAL DOCUMENTATION TO BE SUBMITTED

Documentation to be submitted by the successful bidder:

Certificate of Public Liability insurance or a third part risk coverage as per Clause Fourteenth of these Bidding Specifications (SECTION A- GENERAL TERMS AND CONDITIONS) and in accordance with the requirements settle in the Trade Fair Regulations.

ANNEX 2 – TECHNICAL DOCUMENTATION TO BE SUBMITTED

Documentation to be submitted by the successful bidder:

The successful bidder shall submit, 15 days before formalizing the contract, a complete project plan for setting up the trade fair. For this purpose, ICEX shall provide in good time the final layout of the Spanish Pavilion, the list of companies taking part in the trade fair and the regulations of the Trade Fair Organization.