

CALL FOR A DRESSING TENDER AT THE FOLLOWING TRADE FAIR:
NATURAL PRODUCTS EXPO WEST 2025

The Economic and Commercial Office of the Embassy of Spain in Los Angeles 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 Official Pavilion of Spain at the following International Trade Fair:

Trade Fair	Date	Venue	Estimated surface
NATURAL PRODUCTS EXPO WEST 2025	05-07 March 2025	Anaheim Convention Center, CA, USA	1,000.00 sqft /92.90 sqm

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 VAT must be clearly described and separated.

ICEX will value the tenders based on the offered prices, excluding VAT.

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

Estimated surface: 1,000.00 sqft /92.90 sqm

The price offered shall be of maximum 119 USD/sqft-1,281.00 USD/sqm, VAT excluded.

The price tendered by the bidding company for net surface may not exceed **one hundred and nineteen thousand US Dollars (119,000.00 USD), 119 USD/sqft x 1,000.00 sqft**, VAT excluded. Any quotation exceeding this amount will be dismissed.

All tenders and dressing projects must be sent in electronic format **ONLY** to tenders@icex.es no later than **December 12th, 2024**, 14:00 hrs Los Angeles local time.

Los Angeles, on the date of the electronic signature

ICEX Board of Directors

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

Albert Cerdán Borja
Economic and Commercial Counsellor
Economic and Commercial Office of Spain in Los Angeles

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 Official Pavilion of Spain at the following 2025 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
NATURAL PRODUCTS EXPO WEST 2025	05-07 March 2025	Anaheim Convention Center, CA, USA	1,000.00 sqft /92.90 sqm

If the trade fair organization decides to move the date of the show to a new date in 2025, postpone its celebration to 2026, or even cancel 2025 edition so that the show would be held in 2026, 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 EXPO WEST Show on those new dates. The new date of the fair will not affect contract extensions.

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

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
<i>DOCUMENT 3: ECONOMIC OFFER AND AUTOMATIC CRITERIA</i>		<i>34</i>
C.1. Economic Offer /Budget (Economic Offer /Budget <u>must be in Document 3</u>).		30
Most economic offer: maximum score. Rest of the offers: formula to be applied: "points per offer = (most economical offer price / each offer price) X maximum score per criteria"	MAX: 30	
C.2. Environmental Criteria. (Criterion to be evaluated by automatic criteria <u>must be in Document 3</u>)		2
The proposal includes materials whose composition is recyclable and environmentally friendly, as well as proposals associated with the elimination of single-use materials. Certification of timber and/or forestry products derived from sustainably managed forests - Use of eco-labelled products or other equivalent quality marks - Use of materials from recycling processes. (Max. 2 points)	YES: 2 NO: 0	

C.3. IMPROVEMENT (Criterion to be evaluated by automatic criteria must be in Document 3) Any improvement that does not involve an additional cost for ICEX nor exhibitors and that is not included above:		2
Backlite wall for ICEX booth. (Max. 2 points)	YES:2 NO: 0	
DOCUMENT 2 CRITERIA TO BE EVALUATED BY MEANS OF A VALUE JUDGMENT The proposals that do not reach the maximum score (33 points) in that criterion will be automatically excluded.		66
C.4. COVERINGS (FLOORS, WALLS AND FRONTDESKS) COVERINGS proposals must be in Document 2.		14
FRONTDESKS AND WALLS It will be valued: <ul style="list-style-type: none"> Simple installation quick and easy to install. (MAX. 3 points) Easy maintenance - Smooth surface, particularly easy to clean, maintain and repair. (MAX. 3 points) 	MAX: 6	
FLOORS It will be valued: <ul style="list-style-type: none"> Simple installation quick and easy to install. (MAX. 3 points) Durability-High resilience to abrasion and impact damage, great resistance to scratches. (MAX. 2 points) Easy maintenance - Smooth surface, particularly easy to clean, maintain and repair. (MAX. 3 points) 	MAX: 8	
C.5. BOOTH'S FURNITURE PROPOSALS Furniture design proposal must be in Document 2.		25
BEAN BAG CHAIRS It will be valued: <ul style="list-style-type: none"> Design and originality (simple and design furniture) (MAX. 5 points) Good quality of materials (MAX. 5 points) 	MAX: 10	
CLEAR ACRYLIC 3 TIER DISPLAY STAND/ MOBILE STAND DISPLAY It will be valued: <ul style="list-style-type: none"> Design and originality (simple and design furniture) (MAX. 5 points) Storage Capacity (MAX. 5 points) Good quality of materials (MAX. 5 points) 	MAX: 15	
C.6. GENERAL LIGHTINGS General lighting proposal must be in Document 2.		27
Proposal for the enlightenment of walls, with led system lamps with neutral temperature. It will be valued:		
The light quantity is as high as possible. (Max. 11 points)	MAX: 11	
Possibility to orient the spotlights, type of luminaire. Max. 6 points)	MAX: 6	
The proposed position of the luminaires, the homogeneity of the lighting. Lighting projects that do not generate shadow areas will be valued (Max. 10 points)	MAX: 10	

Total	100
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Responses for C.4, C.5 and C.6 (Document 2) will be scored as follows:

0% of allocated points	Not enough information
25% of allocated points	Almost adequate
50% of allocated points	Adequate
75% of allocated points	Very good
100% of allocated points	Excellent

The proposals that do not reach at least 50% of points from sections C4 to C6. will be automatically excluded.

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.

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 Contract 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 General 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 extensions, unless express Contract thereon by the Parties.

The price tendered by the bidding company for net surface may not exceed **one hundred and nineteen thousand US dollars (119,000.00 USD), 119 USD/sqft x 1,000.00 sqft**, VAT excluded.

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 extensions, 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.
- **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. This cost will be included in the tender price.
- **Water Supply and Drainage Facilities**. All piping works 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**.
- **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). Additional connections and secondary wiring works shall be borne by the Awardee.
- **Wi-fi**.

FOURTH – Estimated Contract Value

The **estimated value of the contract** considers the value of the first contract, the value of two (2) possible extensions, and the possible modifications.

According to the latter, the **estimated total contract value** of these contracts is **three hyndred eighty thousand and eight hundred US dollars (USD 380,800.00 VAT excluded)**, which includes the following amounts:

- Main contract maximum budget: USD 119,000.00
- First extension maximum budget: USD 119,000.00
- Second extension maximum budget: USD 119,000.00
- Modifications (máx. 20%): USD 23,800.00

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 in instalments. The first instalment of 50% will be paid upon contract signing and Contractor's presentation of the corresponding invoice.

The second instalment corresponding to the remaining 50% of the total price agreed will be paid within thirty (30) days after the conclusion of the fair upon presentation of the corresponding invoice, issued in US dollars (USD), once the penalties, if any, have been deducted.

In the event that the Tradeshow is not held, or the Pavilion is cancelled, ICEX 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 ICEX. 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 ICEX the amount advanced of the expenses not incurred.

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
28046 Madrid (Spain)

- And dispatched to:

Trade commission of Spain - ICEX España Exportación e Inversiones, E.P.E.
Economic and Commercial Office
1900 Avenue of the Stars, Ste. 2430
Los Angeles, CA 90067

VAT number: ESQ - 2891001F (ICEX is VAT registered in Spain)

As long as the successful bidder is a Spanish entity, it is possible that payment be made from the ICEX Spain and not from Economic and Commercial Office of Spain in Los Angeles.

SIXTH. - Procedure

This briefing will be circulated to multiple Companies and published on The Economic and Commercial Office of Spain in Los Angeles website [link](#):

The Companies interested in bidding may contact ICEX (tenders@icex.es) with any questions about the brief up to (December 10th), 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 (December 12th) at 14:00 Los Angeles Time. Otherwise, rulings of the bidding process oblige to exclude your entity from continuing in the procedure.

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 ICEX Legal Services will review the documentation submitted to ensure that they comply with the requirements of this tender.

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 and automatic criteria (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 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 proof that the annual volume of business, referred to the best exercise within the last three available depending on the dates of constitution or start of activities of the bidder and submission of offers, is equal to or greater than **USD 119,00.00**, VAT excluded.
- Mention of other dressing projects in which they have been involved in the last three (3) years, with special skills 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

The bidder must include the information that will enable the bids to be evaluated through the value judgment criteria.

- 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:
 - Furniture (exhibits displays, Bean Bag Chairs).
 - Coverings for floor and walls

- Enlightenment of the booth. Specifications and technical details, including luxes and temperature of light data, design, and type of the luminaires, color and adjustability of the spotlights. Layout with the proposed position of the luminaires in walls.
- Perspectives and/or 3D computer graphics to show a proper comprehension of the project.

The information provide 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 or automatic criteria.

- 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. ENVIROMENTAL/CRITERIA C.3. IMPROVEMENTS (AUTOMATIC CRITERIAS)**

Documentation to be submitted by the bidders:

3.1.-ECONOMICAL PROPOSAL

The economic proposal must be in (USD).

- Breakdown of the total cost in estimated percentage:
 - Previous works-Production (booths, electricals, water, etc): %
 - Site works (set up and dismantling): %
 - Transportation, load and unload service: %
 - Management and operation services fees: %
- Detailed budget by chapter and by item, stating the unit prices.

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

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

Proposals exceeding the maximum available budget USD 119,00.00 (USD 119/sqft x 1,000 sqft), VAT excluded, will not be considered.

AUTOMATIC CRITERIA: C.2-C3. Environmental and Improvement Criteria

Annex 3 Economical Offer, Environmental & Improvement criteria duly fulfilled.

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

SEVENTH. -Entering into an Agreement

The legal relationship between the successful Awardee of the tender and ICEX shall be recorded following the execution of a Contract. Prior the signing of this Contract, 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).

EIGHTH. – Procurement Board

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

President	Pablo Conde Díez del Corral	General Director of Internationalization.
Substitute	Blanca Fernández-Barjau	Director of Promotion Tools in Foreign Markets.
Member	Carmen García-Cervigón	Deputy Director of Promotion Tools in Foreign Markets.
Substitute	Diana Vázquez Caneda	Department Head, Promotion Tools in Foreign Markets
Member	Senín Carbia Coucheiro	Department Head, Trade Commission of Spain in Los Angeles
Substitute	Alberto Blanco Vicente	Area Manager, Fairs Architecture Area
Member	Victoria Azcárate Cormenzana	Area Manager, Promotion Tools in Foreign Markets
Substitute	CarlosAlberto Villar García	Area Manager, Promotion Tools in Foreign Markets
Secretary	Pedro Patiño Segura	Deputy Director of Procurement Department.
Substitute	M ^a Elena Menéndez Fombona	Area Manager, Procurement Department.

NINETH - 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 the contract signed with the Awardee for a maximum of the **following two (2) editions** of the Trade Fair 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.

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, the inclusion of elements that reinforce the signage at height, which it may be necessary to introduce in this or the next two (2) editions of this fair if the contract is extended.

In this case, the successful tenderer will provide in writing, at the request of ICEX, the technical, economic and other conditions, before carrying out any modification to the contract. The modification must be previously approved by ICEX 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 2026 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 2025 or 2026, or the Pavilion is cancelled in 2025 and 2026, ICEX 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 ICEX. 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 ICEX the amount advanced of the expenses not incurred.

THIRTEENTH. -Execution of the Contract

ICEX Project Manager is ultimately responsible for setting up the Pavilion. In the absence thereof, the Coordinator or Manager of the Official 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 twelve (12) 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. The Pavilion must be completely clean one (1) hour before the Trade Fair opening.

All works must be conducted pursuant to the technical specifications set out in these bidding specifications (Section B) 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 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 (12 hours before each one of the Trade fair Openings) shall entail a 4% penalty on the total amount of the Contract for each of the first three (3) hours or fraction of an hour, with an additional 10% surcharge from the fourth to the sixth hour. Should the delay exceed six (6) 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 Pavilion maintenance and deficiencies during the fair

ICEX may impose penalties if the execution of the Pavilion maintenance work during the duration of the fair is not carried out properly and within a reasonable period of time to guarantee the normal functioning of the Pavilion; The amount will be set in proportion to the damages caused by the

delay and/or poor execution of the work, after hearing the contractor and by agreement of the contracting authority.

Likewise, ICEX may establish penalties for damages caused during the days of the fair resulting from the use of inappropriate materials, materials not approved by the fair regulations, due to defects in the installation of constituent parts of the stand, which will also be assessed the implications for ICEX or third parties may arise from omissions, errors, inadequate methods or incorrect conclusions in the execution of the contract. The successful bidder must carry out the correction of defective or incorrect work at his own expense. Penalties will be calculated in proportion to the damages caused, after hearing the contractor and by agreement of the contracting body.

The higher penalties for these concepts will be the following:

- Due to deficiencies in maintenance work during the days of the fair, it may be up to 10% of the contract price.
- Deficiencies in the pavilion, as set out above, that appear during the days of the fair, up to 10% of the contract price.

18.3 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.

Any dismantling delay on the agreed schedule by the Fair Ground Regulations shall entail a 4% penalty on the total amount of the Agreement for each of the first sixth hour. Should the delay exceed six (6) hours, ICEX shall study the appropriate penalty thereon, which in no event shall be less than 10% of the aggregate consideration for the Contract.

18.4 Non-celebration of the fair

In the event of the Fair is not held, or the Pavilion is cancelled, ICEX will only cover the expenses incurred by the Contractor from the date of communication of the start of the work (and in relation to it) until the date of formal notification of this circumstance by ICEX. To be reimbursed, the Contractor must previously present all invoices or other documentation of expenses incurred up to that date.

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.

TWENTYTH - Applicable legislation

Dressing works shall be governed by the terms of the Dressing 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 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.

SECTION B- TECHNICAL SPECIFICATIONS

SPECIFICATIONS OF WORKS

Trade Fair	Date	Venue	Estimated surface
NATURAL PRODUCTS EXPO WEST 2025	05-07 March 2025	Anaheim Convention Center, CA, USA	1,000.00 sqft /92.90 sqm

The bidder must submit a proposal fitted to the design provided and, if necessary, include slight changes in order to improve the image of Spain as a country that produces high quality and design.

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 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.

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 made by the contractor at no extra cost.

The tender must include in the technical documentation:

- Plans of the proposal and design of the furniture and stands, 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".
- Construction details of all the main elements of the project, with sections, front views and perspectives that allow a clearly understanding of the proposed solutions: lighting systems, showcases, construction system in shelves (fitting wall system and cables), platform and walls.
- Photographs of the furniture.
- Perspectives and/or 3D computer graphics to show a proper comprehension of the project.

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.

The bidder must consider in its quotation the following works:

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

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1. DESIGN AND CONSTRUCTION

The Pavilion of Spain project has the intention to enhance the presence and image of Spain and the Spanish firms, and to serve as a platform for every exhibiting company to freely customize its image inside its own space.

2. FLOOR COVERING

Material: Self Adhesive Vinyl Floor Roll printed out to be applied to the fairground floor.

- Matte colors for Exhibitor's areas, printed on, ink jet or laser with exhibitors' images.
- Gloss colors for institutional areas.

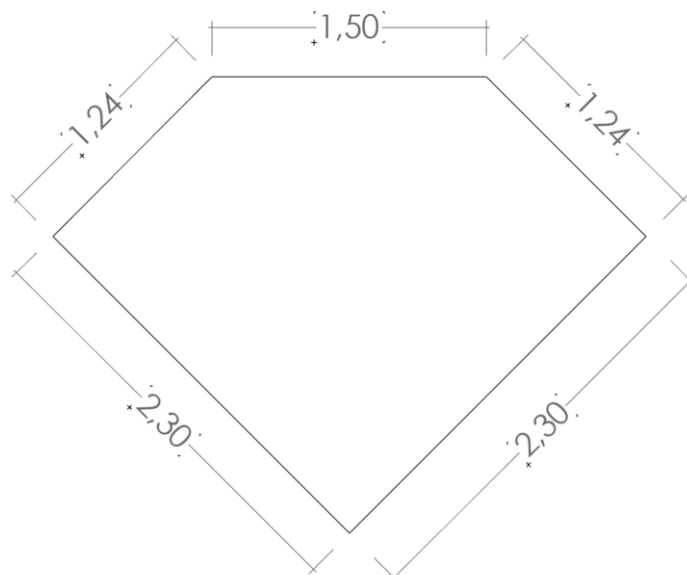
Main Vinyl Floor features:

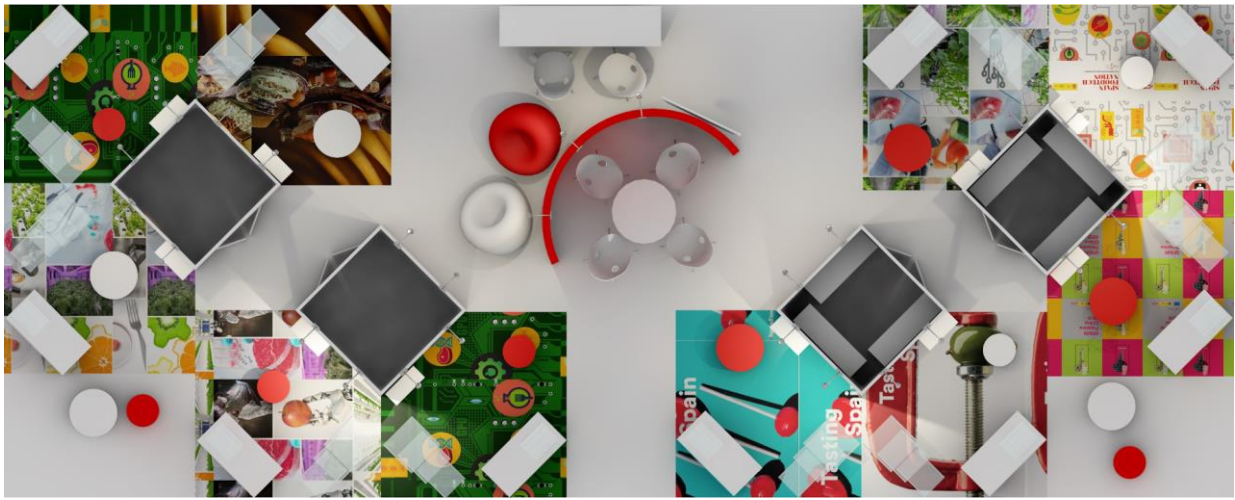
- It should be flexible enough to conform to moderate contours.
- It can be easily removed and discarded, leaving no residue.
- Thick enough to have dense opacity covers.
- No messy clean-ups
- It can be applied to most smooth vertical and horizontal surfaces.

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.

All exhibitors will have the following floor piece printed out with their image (dimensions in m):





3. BOOTH'S STRUCTURE

1,000.00 sqft Open Space Booth for 10 exhibitors including ICEx area.

The Pavilion has to be built using continuous structure system, creating a seamless white wall. All wires, pipes or any other installation items have to be concealed.

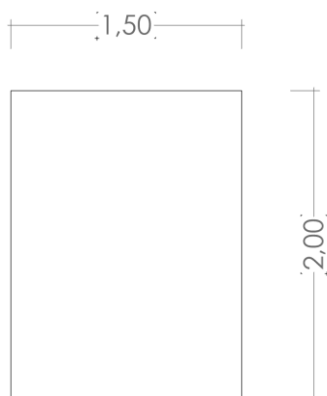
Walls

All the walls will be 2,50 m (8,20 feet) high, prepared to be covered with **Self Adhesive Vinyl Roll printed out** (that is to say, the same material applied to the floor).

The upper part, 0,50 m (1,64 feet) H, will be reserved for **Spain's + Spain Food Tech Nation** logos letterings.

The rest of the wall (2,00 m/6.56 feet) will be the support for the exhibitors' images, with a continuous look with their floor's printed creativities.

The dimension of every exhibitor's wall is (in m):



On top of walls the proposal must **accommodate the enlightenment**. Powerful luminaires system in LED lights with homogeneous enlightenment result. This enlightenment is very important to get a bright and powerful illumination on the walls and first level shelves.

Storage closets (4 towers)

The closets will be a common space shared by more than one exhibitor: 2 towers will be shared by 3 exhibitors; 2 more towers will be occupied by 2 exhibitors + ICEx.

All built-in closet doors will have lock and key (2 per built-in closet plus master key).

It must be necessary the provision of the following facilities:

- At least 5-6 hard Shelves per exhibitor, including ICEX.



- Wall Clothes rack/ exhibitor, including ICEX

4. BOOTH'S GRAPHICS

4.1. FOR EXHIBITORS.

A commercial printed image mounted on floor:	A commercial printed image mounted on wall:	A commercial printed image mounted on the front desk:
		<p>Dimensions: 100% of the front desk of the bidder's proposal.</p>

The tender will include the production and installation of graphic material, which will be carried out on the back walls, floors of the booths and front desk in high-quality Self-Adhesive vinyl roll. Rigid or semi-flexible supports will not be accepted for the graphics, whose installation will be the superposition on the walls.

The tenderer will be responsible for attending, supervising and coordinating the reception of the final arts of the graphics that each exhibitor will send them for their subsequent production and installation.

The image will be previously selected by every firm who will send it to the awardee company. Each exhibitor will be responsible of sending their final artwork, and the awardee company will ensure maximum printing quality of the forementioned artwork.

4.2. NATIONAL IDENTIFICATION (SPAIN) AND SPAIN FOOD TECH NATION LOGOS on the upper part of the walls.

SPAIN IN ENGLISH	SPAIN FOOD TECH NATION LOGOS

The awardee company will be responsible of coordinating and recollected the artworks from the exhibitors in order to work on the final layouts, final prints on the walls, floors and frontdesks, and correct installation of the aforementioned artworks.

Awardee company will be responsible of 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 before printing all the graphics.

The size of the final prints will be conformed and adapted to size of walls, floors and frontdesks.

The aforementioned images will be appropriately enlightened through the powerful luminaires system in LED lights from the upper part of the walls.

5. BOOTH'S FURNITURE

In order to estimate the furniture that should be included in the quotation, the tenderer must take into account the following furniture that all the exhibitors may request without additional charge.

The bidders can submit their own proposals and alternatives:

1. **Counter**, with inner storage space +**Clear acrylic 3 tier display stand** to be located on the counter: The following image shows an example of the clear acrylic display:



2. **Mobile Stand display** for products.

The following images show some examples of the required display.

The bidders can submit their own proposals and alternatives:



3. **Shelves**

3 standard shelves in white colour, 50 cm long.

Shelves must support at least 20 kg/shelf.

The net height between shelves will be the same for all the booths: **38 cm** (1.25 feet).

4. **Wastebin.** 20 liters of capacity

6. **ELECTRICAL CONNECTIONS /SOCKETS:**

- Each exhibitor will be provided with:
- 1 Standard double socket/500Watts within the exhibition area.
- 1 x 24hrs/ 500Watts socket within the storeroom if necessary.

All exhibitors who need an electrical equipment to exhibit their products (refrigerated, freezer, coffee machine, etc) will have an additional 24h/1,000W power socket without extracharge.

Electrical installation will be completely made with distribution boxes, cables, lighting and electrical outlets/ powersockets.

7. **LIGHTINGS**

It will be compulsory the enlightenment of every wall of the booth (with led lamps system).

Lightning is very important to have an adequate illumination on the whole pavilion and also an adequate lightning for the wall graphics, as well as for the shelves for exhibits in order to have a good display of the products without shadows.

Walls

On top of Backwalls the proposal will accommodate the general enlightenment. Luminaire's system in LED armspotlights preferentially. Powerful system of lamps required to reach the best brightness of the pieces.

8. **INSTITUTIONAL AREA. ICEX'S SPACES**

8.1. **Wellcome area**

- **One (1) Counter** (2 m long) for 2 attendants furnished with shelves and lateral hanging hook. The lower part will have a space to store (shelves) that won't cause any annoyance with the attendants seating position on the high stools. Enlightenment with leds lamps system (decorative).
- 2 High stools.
- 1 paper bin.
- 1 x double standard socket.
- Led screen 68-70".
- In the storage room: 1 minifridge, Capsule's Coffee machine (provision of capsules, sugar, milk capsules and wood spoons). All the necessary electrical connections, for the aforementioned equipments, will be needed.
- 16 Bean Bag Chairs, alternately in red and white colour, 2 different sizes, distributed over the booth.

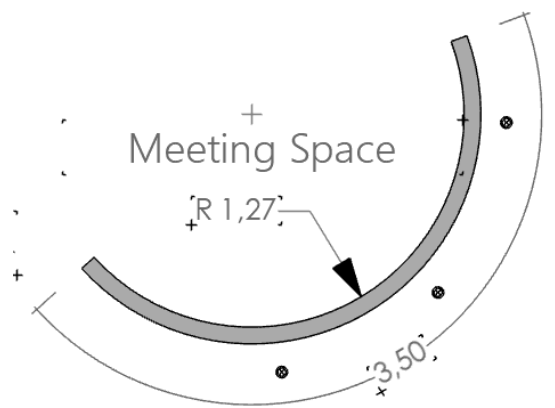


8.2. Internet Area

- The provision of 1 Computer (laptop) completed connected and prepared to work with (power supply, connected with the printer and with ADSL Internet service working).
- Supply of Internet (ADSL) network with two connections: one connection for the aforementioned computer, and the second one available for an additional computer (coming from exhibitors).
- One printer/photocopy machine (multifunction), conveniently connected with the requested Laptop, ready to work with.
- All the necessary electrical connections for the aforementioned equipments.

8.3. Meeting space.

- 1 table + 4 chairs
- 1 paper bin.
- 1 x double standard socket.
- Curved wall: Height: 2 m; Length: 3,50m, radius: 1.27 m.
 - Finishings:
 - Interior side: red colour, pantone
 - Exterior side: Ices's own creativity graphic



9. ENVIRONMENTAL CRITERIA

In order to improve management aimed at sustainability, the environmental impact on the environment becomes a relevant variable in ICEX activities as differentiating factors.

In that way, the proposals will be sensitive to the protection of the environment to contribute to the prevention of pollution. Environmental management will be considered a strategic element as a competitive advantage over competitors so that ICEX becomes a reference for the sector.

10. ELECTRICITY AND LIGHTING

The entire installation must comply with the regulations dictated in this respect by the fair authorities, and the successful bidder shall submit all documentation requested for this purpose.

Prior to each assembly, the company awarded the contract will check the suitability of the electrical installation with the fair's technical supervisors.

The successful bidder shall be responsible for the management of the request for electricity contracts and shall submit to ICEX, prior to the final formal request, a summary of the requests to be generated for its approval. **These expenses are not part of the bid price. Icx will pay directly to the Contractor, the amounts that apply and have been previously approved by ICEX.**

The distribution and connections from the outlets to each of the booths, with their complete electrical installation, will be the responsibility of the successful bidder, and must be included in the price of the decoration.

Likewise, when required, there will be specific accessible compartments for the electrical panels and cabinets. These cabinets must be fully integrated into the design and aesthetics of the pavilion and must be freely accessible to the fair organization, avoiding their placement within the storage spaces of the booths.

Lighting equipment must be sufficiently protected for use in the country of assembly and must comply at all times with the technical regulations of the trade fair organization.

11. PLUMBING

The contractor will be in charge of supplying the sinks for the water areas requested for each fair, and according to the situation indicated in the distribution plan to be validated with the successful bidder.

The successful bidder shall be responsible for managing the request for water/drainage connections and shall submit to ICEX, prior to the final formal request, a summary of the requests to be generated for approval. **These expenses are part of the bid price.**

12. CLEANING OF THE PAVILION AND COLLECTION OF DISPOSABLE MATERIALS (during assembly, celebration and dismantling periods).

The awarded company shall deliver the Pavilion completely clean at least 12 hours before the official inauguration.

The awarded company will be responsible for the daily cleaning of the Pavilion during the days of the fair and for the supply of garbage bags and any necessary bins.

In addition to the standard cleaning service indicated above during the days of the fair, the successful bidder will establish a permanent cleaning service to attend both the booths that cook or do tastings, as well as the washing areas that need an instant and continuous waste and garbage removal service.

The cleaning of the booths will include the storage areas, exhibition furniture (interior and exterior), showcases, shelves, waste garbage cans, chairs, tables, floors and walls.

The cleaning service of the pavilion will be included in the company's offer.

In the event that the regulations of the fairs require the hiring of garbage containers for the removal of disposable materials, the costs of such rental, garbage removal and cleaning of aisles shall be borne by the assembler with regard to waste attributable not only to the exhibitors' material but also to that coming from the construction components of the booths of the Spanish pavilion.

The contractor shall be responsible for organizing and requesting containers for the collection of waste from all the material (constructive and exhibitors of the Spanish pavilion) and **shall be responsible for any payment required by the fair organization for these services.**

The awarded company must comply with the dismantling stands schedule as by the term and provisions contemplated in the Fair Ground Regulations.

13. FEES FOR ADVANCE SET-UP OR RENTAL OF SPACE FOR OUT-OF-HOURS WORK INSIDE THE FAIRGROUNDS

The awardee undertakes to pay any fee corresponding to the rental of space for out-of-hours work within the Fair Precinct, as well as any other fee that may be required by the Fair Organization, both at the beginning and at the end of the Show and which are not contemplated in these specifications.

In this regard, the successful bidder must respect the assembly schedule established by the Fair. Any additional assembly days that must be contracted for the perfect execution of the construction work shall be at the expense of the decorating company.

14. WIFI SERVICE FOR THE PAVILION

The Contractor will be in charge of taking the provision and installation of WI FI service for the entire Pavilion.

The wi-fi service is not part of the economic offer.

These expenses are not part of the bid price. Icx will pay directly to the Contractor, the amounts that apply and have been previously approved by ICEX.

15. HANDLING CHARGES/DRA YAGE

The Handling Charges/Drayage service is not part of the economic offer.

These expenses are not part of the bid price. Icx will pay directly to the Contractor, the amounts that apply and have been previously approved by ICEX.

16. FIRE REGULATIONS

When required by the Fair Organization, the awarded company shall supply, within the bid price, the necessary fire extinguishers to ensure the neutralization of any possible fire incident, with a minimum of one 5 kg. extinguisher for each 100 m² of gross exhibition area.

These will bear the certificate of filling and expiration date. In the event that trade fair regulations require a greater number of extinguishers per m², it shall be the responsibility of the successful bidder to supply them at no extra charge.

All materials used in the construction of the booths must be fireproof and have the certificates of approval required by the organization of the event.

17. SANITARY REGULATIONS

The awarded company shall have a first aid kit in the Pavilion.

The awarded company will supply hydroalcoholic gel to all exhibitors and will mount methacrylate screens on the counters if required by the Fair Organization. The successful bidder undertakes to respect and assume all the required sanitary regulations.

18. OTHERS

The use of the Pavilion shall be on a rental basis.

The facilities will remain at the disposal of ICEX and exhibitors for the duration of the Fair.

The transport and storage of materials or decorative elements of the Pavilion shall be at the expense of the company awarded the service, which may use any means of transport.

The contractor shall be responsible for the management and contracting with the fair of all the permits necessary for the execution of the Spain Pavilion and for compliance with the fair regulations both in technical aspects and in safety and fire protection. Specifically, the company awarded the contract must ensure that the materials and solutions proposed comply with trade fair regulations.

The awarded company will submit, if requested, the complete project for the Spain Pavilion to the fair organization for approval and authorization within the deadline established by the fair. For this purpose, the Department of Trade Fair Architecture of ICEX will provide, sufficiently in advance, the final plan of the Spain Pavilion, the list of companies participating in the fair and the regulations of the Trade Fair Organization.

The awarded company shall be obliged to comply with any instructions, corrections and modifications that ICEX may send it, both during the design phase and during the assembly of the Spain Pavilion. Likewise, the awarded company shall accept to work jointly and in coordination with the ICEX team.

ICEX reserves the right to inspect and control the quality of the finishes and the manufacturing process of all the materials to be used in the assembly of the Spain Pavilion as many times as it deems necessary. The awarded company shall comply with all guidelines established by ICEX as a result of these inspections.

All materials used in the construction of the booths must have the homologation and fireproofing certificates required by the organizers of the event.

The awarded company will provide the necessary maintenance personnel, including an interlocutor with an executive capacity to approve of the necessary interventions. These personnel must be physically present at the fair for the duration of the event and be able to communicate in Spanish.

The constructor must expressly undertake to supply the number of units and construction elements of the Spain Pavilion requested by ICEX to meet the needs of exhibitors.

The company will bring to the fair a complete cleaning kit for each institutional retail stand, which will include at least a 6-pack of paper rolls, 2 containers of cleaning fluid, 5 cutters.

Environmental and sustainability considerations: In order to improve management aimed at sustainability, the environmental impact on the surroundings becomes a relevant variable in ICEX activities as differentiating factors that will be mandatory in this project.

To this end, proposals will be sensitive to environmental protection in order to contribute to the prevention of pollution. Environmental management will be considered a strategic element as a competitive advantage over competitors in order for ICEX to become a reference for the sector.

Technical dossier must include:

- a) Location plan.
- b) Architectural plan with dimensions.
- c) Dimensioned general elevations.
- d) Standard booth: elements including the booths (plan, elevations and 3D).
- e) Infographics of the project.
- f) Details of the shelves, show cases and furniture.
- g) Dimensions of each exhibitor graphic wall.

- h) Catalogue of the basic furniture set included in the booths, dimensioned and accompanied by photos.

Catalogue of services and additional elements: must include photographs, dimensions, description and price of the following elements:

- a) White chair
- b) White round table 30" Ø
- c) White stool 30" H
- d) White round bar table 24" Ø; 42"H
- e) Showcase counter (Installation included)
- f) 42" TV (Installation included)
- g) 32" TV (Installation included)
- h) Mini fridge
- i) Refrigerator with freezer
- j) Induction cook top
- k) Storage shelves
- l) Capsule coffee maker
- m) Waste Basket
- n) Extra graphic (USD/sqft)
- o) Electrical connection 1kW, 10 amp, 24 hrs.
- p) Electrical connection 1kW, 10 amp
- q) Electrical connection 1,5kW, 15 amp, 24 hrs.
- r) Electrical connection 1,5kW, 15 amp
- s) Electrical connection 2kW, 20 amp, 24 hrs.
- t) Electrical connection 2kW, 20 amp

Graphic portfolio: Plan and elevation of each individual stand, outlining all the graphic elements of each of the exhibitors, indicating their position in the general plan.

The awarded company must also provide the following information:

- a) Contact of the person responsible for the awardee company (e-mail and contact telephone number) so that exhibitors participating in the Spanish Pavilion can send the final graphic artwork and make the pertinent queries and requests. The awarded company must manage the receipt of exhibitor's graphics and send them a proof at least 15 days before to approve its printing.
- b) Calendar of dates and work procedures.
- c) 15 days before the fair, the company awarded the contract will send all the updated dossiers, with the changes made, as well as a list of the extra furniture requested by exhibitors to the Department of Architecture of ICEX.
- d) The awardee must build a section of the project in its facilities one month after signing the contract. The costs of assembly and disassembly of this installation shall be borne by the bidder.

See **Annex 4.- EXPOWEST 2025_SPAIN'S DESIGN GUIDELINES**

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 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.

ANNEX 3 – ECONOMICAL OFFER AND AUTOMATIC CRITERIA

Duly fulfilled.

ANNEX 4 – EXPO WEST 2025 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.

ANNEX 5 – LOGOS AND CLAIMS

Logos and vector text for flag identification

ANNEX 6 – TYPOGRAPHY

Font file of the fonts described in the tender.