

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

The Economic and Commercial Office of the Embassy of Spain in Miami 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 |
|------------|---------------------------------------------|----------------------------------------------------------------------------------------------------------|------------------------|
| NAFSA 2024 | May 28 th -31 st 2024 | New Orleans Ernest N. Morial Convention Center – 900 Convention Center Blvd. New Orleans, LA 70130 | 1.800 sqf = 167,22 sqm |

Tender bidding specifications (VAT and 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: 1.800 sqft/167,22 sqm.

The price offered shall be of maximum **41,50 USD/sqft** (446,71 USD/Sqm) expenses and any applicable taxes excluded.

The price tendered by the bidding company for the estimated net surface may not exceed **seventy-four thousand seven hundred dollars (74.700 USD) – 41,50 USD/sqft x 1.800 sqft** VAT and taxes 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 March 11th 2024, 10:00 AM Miami local time.

Miami, 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),

Francisco Javier Garzón Morales
Economic and Commercial Counsellor
Economic and Commercial Office of Spain in Miami

This service/activity can be subject to European Union's financing through the European Regional Development Fund (ERDF).

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 |
|------------|---------------------------------------------|-----------------------------------------------------------------------------------------------------|---------------------------------|
| NAFSA 2024 | May 28 th -31 st 2024 | New Orleans Ernest N. Morial Convention Center – 900 Convention Center Blvd. New Orleans , LA 70130 | 1.800 sqf=167,22 m ² |

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 NAFSA 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> Any improvement that does not involve an additional cost for ICEX nor exhibitors and that is not included above. In particular, the following: | 2 |
| 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. 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. | | 16 |
| <ul style="list-style-type: none"> Degree of adjustment to the design and booth equipment provided in the tender. | MAX: 8 | |
| <ul style="list-style-type: none"> 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 | |
| <ul style="list-style-type: none"> Audiovisual equipment. Info area and working units: Quality, design and TV size. | MAX: 5 | |
| <ul style="list-style-type: none"> Storage room door. With coded key | MAX: 1 | |
| C.4. Quality of materials proposed. Quality of materials proposed must be in Document 2 | | 25 |
| 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 | | |
| <ul style="list-style-type: none"> Flooring: White carpet with laser cut SPAIN inlays – 1,5m wide-on every short side of the long island. | MAX: 5 | |
| <ul style="list-style-type: none"> Panels: Quality and continuity of material on walls covered with graphics from top to bottom | MAX: 3 | |
| <ul style="list-style-type: none"> Working units: Quality of the material and finish, and reproduction graphics with any visible modular elements concealed. | MAX: 6 | |
| <ul style="list-style-type: none"> Companies' graphics: Quality of printed images. | MAX: 3 | |
| <ul style="list-style-type: none"> Info Area graphics: Quality of printed images. | MAX: 3 | |
| <ul style="list-style-type: none"> Signage. 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 | | 10 |
| <ul style="list-style-type: none"> All electrical labour hidden | MAX: 2 | |
| <ul style="list-style-type: none"> Quality of general lighting | MAX: 4 | |
| <ul style="list-style-type: none"> Back lighted panels to substitute regular panels | MAX: 4 | |
| C.6. Furniture. Furniture must be in Document 2 | | 13 |
| <ul style="list-style-type: none"> Quality of the proposed furniture evaluated based on the pictures and descriptions provided by the bidder. | MAX: 13 | |
| C.7. Environmental. Environmental proposal must be in Document 2. | | 4 |
| <ul style="list-style-type: none"> 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:2 | |
| <ul style="list-style-type: none"> 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:2 | |
| Total | | 100 |

Responses from 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 **seventy-four thousand seven hundred dollars (74.700 USD) – 41,50 USD/sqm x 1.800 sqft** VAT and taxes excluded.

| Trade Fair | Estimated surface | Price/sqft (taxes excluded) | Total price |
|-------------------|-------------------|-----------------------------|-------------|
| <u>NAFSA</u> 2024 | 1.800 sqft | 41,50 USD/sqft | 74.700 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 equipment 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. 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 consequently, of the assembly, dressing or dismantling of the Pavilion.

This price includes first cleaning and any round-trip charges from any warehouse or workshop to show site, if applicable.

No additional extra costs will be accepted.

The price does not include show-site Drayage. The amount of the Drayage charges should be calculated separately, and the tenderer must submit a Drayage estimate together with the tender.

The price does not include electrical power and labour on Show Site. The tenderer must submit an Electrical power supply and labour for light fixtures estimate together with the tender.

IMPORTANT NOTES RELATED TO DRAYAGE AND ELECTRICAL SUPPLY AND LABOUR ACCOUNT LIQUIDATION

ICEX will pay the amount of the invoices related to Drayage and Electrical costs directly to the awardee.

For this purpose, the awardee will compulsorily hand over the invoices received from the Premises or Show organisers in his name to ICEX regarding these two services.

FOURTH – Estimated Contract Value

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

According to the latter, **the estimated total contract value** of these contracts is **239.040 USD taxes excluded**, which includes the following amounts:

- Main contract maximum budget: 74.700 USD
- First extension maximum budget: 74.700 USD
- Second extension maximum budget: 74.700 USD
- Amendments (20%) 14.940 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 Miami

2655 Le Jeune Road, Suite 1114, Coral Gables

Miami 33134

United States of America

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 Miami.

SIXTH. – Procedure

This briefing will be circulated to multiple Companies and will be published on the Trade Commission of Spain in Miami 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 (March 7th), at 12:00 AM Miami local 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 (11th March, 2024) at 10:00 AM Miami local 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 ICEx 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 proof 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 74.700 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:

- Enough layouts and views to show a proper comprehension of the project, taking into consideration the aspects indicated in the “Specifications of works” and to show total understanding of the project.
- A detailed written description of all the elements of the project with itemized prices.
- 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, photographs and/or technical manufacturer details, including temperature of light data, design, and type of the luminaires.
- Construction details or pictures of all the main elements of the project and/or manufacturer details, with sections, front views and perspectives that allow a clearly understanding of the proposed solutions.
- Specifications of the Environmental proposed project.
- Layout or 3D image 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 74.700 USD, VAT/taxes excluded, (1.800 sqft x 41,50 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 74.700 USD, taxes excluded, will not be considered.

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 two (2) 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 | Pablo Conde | Director of Industrial Technology and Professional Services |
| Substitute | Sonsoles Huidobro | Deputy Director of Industrial Technology and P. Services |
| Member | Enrique López | Trade Commission of Spain in Miami Manager |
| Substitute | Alina Sanjuan | Trade Commission of Spain in Miami |
| Secretary | Pedro Patiño | Deputy Director of Procurement |
| Substitute | Mª 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 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 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

If the Tradeshow is not held in 2024 or 2025 the Pavilion is cancelled in 2024 or 2025, 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. 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 Agreement

ICEX 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: miami@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.

If 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 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.

This service/activity can be subject to European Union's financing through the European Regional Development Fund (ERDF).

BIDDING SPECIFICATIONS GOVERNING THIS TENDER

SECTION B – TECHNICAL SPECIFICATIONS

SPECIFICATIONS OF WORKS:

| Trade Fair | Date | Venue | Estimated surface |
|------------|---------------------------------------------|--------------------------------------------------------------------------------------------------------|-------------------|
| NAFSA 2024 | May 28 th –31 st 2024 | New Orleans Ernest N. Morial Convention Center - 900 Convention Center Blvd. New Orleans , LA 70130 | 1.800 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 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 1.800 sqft. There are (2) two island type booth (dimensions are 70 ft. x 20 ft. and 20 ft. x 20 ft.) The booth contains an exhibition area with twenty-for working units (24 exhibitors), an institutional information area and a hospitality and networking area.

1. FUNCTIONAL REQUIREMENTS:

- 1.1. Working units for exhibitors (24 units)
- 1.2. Information Area
- 1.3. Storage room
- 1.4. Hospitality & Networking area

2. DESCRIPTION OF THE MATERIALS

- 2.1. Flooring

- 2.2. Walls/panels
- 2.3. Overhead structures
3. ELECTRICITY AND LIGHTING
 - 3.1. General lighting
 - 3.2. High-level Signage
 - 3.3. Information area
 - 3.4. Networking & Hospitality area
 - 3.5. Working units
4. CLEANING
5. MISCELLANEOUS

1. FUNCTIONAL REQUIREMENTS:

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

1.1. Working Units for exhibitors (24 units)

The working unit aims to showcase the companies' names and products as well as to serve as a meeting point for the exhibiting companies. Each exhibitor will be equipped with a working unit, which will be installed back-to-back in pairs forming groups of 4 exhibitors facing two opposite sides of the aisle.

Working unit

The working unit will be equipped with the following elements:

- 1 exhibition panel:
 - 1 Graphic panel: 98 cm W x 165 cm H will have a full colour image applied, preferably backlit with LED light.
- 1 lockable cabinet: 100 cm W x 75 cm H x 48 cm D.
- 1 set of furniture including: 1 meeting table + 4 chairs + 1 paper basket. All furniture must be white or include identical pieces if available in red.
- 1 electrical socket with two 120V/ 500 W for general purposes

*All graphic production work to be provided by the contractor, all artworks to be provided by ICEX

In the middle of paired cabinets there will be a separation perpendicular panel [40 cm x 240 cm(h)] to identify each side company, see attached plan for details.

Exhibitors' identification

On the top part of the panel attached to the storage cabinet of every exhibitor there will appear a label 12 to 20 cm high including company name and number. Each label consists of a full colour graphic. All art works to be provided by ICEX. Font will be Helvetica Neue Bold 8 in the case of the tenderer proposes a backlight solution for this element, this identification will be stucked to a white melamine horizontal panel of 15 cm (h).

A description of each item of furniture including pictures, dimensions and materials should

be included in the bid.

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 Icx 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:

- 1 custom made information counter [200 cm x 40 cm x 100cm (H)] with a backlit rigid front [plexi or similar] on which we will print artworks to be provided by ICEX with 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.
- 3 stools.
- 1 hook to hang merchandising bags.
- Tv screen on graphic wall panel. Preferably 50" or bigger.
- 1 double standard socket. 120v/ 500 W
- 1 wastepaper bin.

There will be a maximum of 5 lattice woodwork panels each to partially closed the access to this area. There is a tentative design on the enclosed elevation plans, but this can be slightly changed.

Design for this lattice walls to be provided by ICEX.

In addition to the labels, the ICEX booth will be identified by a strip of logos (Gobierno de España-ICEX-FEDER-ISO) stuck at some visible area of the booth or on the front side of the counter.

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.

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

- 1 coffee maker connected to the electricity supply.
- Single coffee serves (coffee, milk, paper cups, sugar, disposable wooden paddle coffee stirrers)

1.4. Hospitality & Networking area

It will have:

- 1 Round meeting table + 4 chairs
- 3 sets of x1 high table + 3 stools
- 3 sockets 120v/ 500 W for general purposes
- 1 coffee machine with all the stuff (coffee capsules, cups, spoons, sugar and milk) to provide coffee service during the show days including its socket.

A description of each item of furniture including pictures, dimensions and materials should be included in the bid.

Extra furniture

The exhibitors will have the option to order items in addition to those included in the above set. To this end, a list of pictures, dimensions, materials and prices of the following optional items should be submitted:

- Table.
- Chair.
- Waste bin.
- Socket 120 V/500 Watts.
- 42" screen, completely installed with no wires on sight.
- DVD player, (socket included if necessary).
- Price per sqft of colour printed graphics.
- Price per sqft for carpet colours different from black or white.
- Price per unit of beam. See LIGHTING AND ELECTRICITY

A list of final exhibitor's requirements, both basic and extra, will be sent to the contractor well before the dates of the Show.

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 with white carpet or other colour to be selected in future, without padding.

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.

Two inlays 1,5m width with the word Spain in red--or other colour to be selected in future to be

provided.

To minimize wrinkles and allow the pass of flat wires under the carpet in order to give electrical service to floor sockets, thick carpet will be highly appreciated.

A sample of the proposed white and black carpet should be included in the bid.

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. Overhead structures

The pavilion has two overhead structures situated at both island heads.

These structures have to be built with a quality system (OCTANORM MAXIMA or similar) which provides wide spans with no intermediate pillars. The four sides of each one of them (which dimensions are 6,10m x 2,00 m H) to be completely occupied by graphics; artworks to be provided by ICEX.

Custom made hollow steel system will be highly appreciated in order to allow the pass of wires.

The fabric must be tautened so that it appears totally flat, with no creasing, folds or rucks and must comply with the fire requirements. The other, will be placed in the opposite side of the other aisle, with same parameters.

The communication campaign will be placed on every side of the two overhead structures as well as on the id panels between the working units and the sides if the brochure display units. All artworks will be provided by ICEX. All production work to be provided by the contractor.

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 correctly illuminate the graphics, avoiding shadows casted by the structure, visible seams or wrinkles. Both overhead structures have to be lighted from the interior with lighting equipment so as to guarantee sufficient lighting to illuminate the surface of each face as well as the working spaces underneath. Adjustable equipment will be highly appreciated.

3.3. Information area

A lighting solution must be provided to correctly illuminate 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 & Hospitality area

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

3.5. Working units

A lighting solution must be provided to correctly illuminate this area and its graphics. Every working unit should have a spotlight to light the back panel. It will be highly appreciated if the whole surface is covered with a backlit PVC, artworks to be provided by ICEX.

Each electric service connection will be equipped with a plug strip with 2 outlets. All exhibitors will equip their products with American plugs. All wires have to be hidden. All power provided based on 120V.

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 if this is the case 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.

One general daily cleaning will be highly valued.

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

5.1. 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, being this the sole responsibility of the Contractor.

The successful bidder shall also be responsible for compliance with 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 said materials upon the closing of the Trade Fair. This must be included in the overall price.

It is recommended that one (1) person of the awardee's personnel is dedicated exclusively to cleaning tasks.

5.2. 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.

5.3. Other information

During the assembly and holding of the event, the contractor will make assign a person to take care of the complete process and follow ICEX instructions. After the opening there will also be one person to take care of any general repair and/or adjustments to the audiovisual material that may be necessary for the event duration.

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 -extra time-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.

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.

This service/activity can be subject to European Union's financing through the European Regional Development Fund (ERDF).

See Annex A. NAFSA 2024 Spain's design guidelines.

See Annex B. Economical Offer & Improvement criteria.

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.

ANNEX A – LAYOUTS

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.