



# CALL FOR A DRESSING TENDER AT THE FOLLOWING TRADE FAIR:

# ACTFL 2023 (American Council on the Teaching of Foreign Languages)

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 of Spain at the following International Trade Fair:

Trade Fair	Date	Venue	Estimated surface
<b>ACTFL 2023</b> (American Council on the Teaching of Foreign Languages)	17 <sup>th</sup> -19 <sup>th</sup> November 2023	Mc Cormick Place, Chicago (Illinois, USA)	800 sqft. approx. 74.32 sqm)

## Tender bidding specifications (VAT 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 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: 800 sqft / 74.32 sqm.

The price offered shall be of maximum 56.20 USD/sqft – 604.95 USD/sqm, VAT excluded.

The price tendered by the bidding company for net surface may not exceed USD 44,960.00 (fortyfour thousand nine hundred sixty US Dollars) – 56.20 USD/sqft x 800 sqft | 604.95 USD/sqm x 74.32 sqm –, VAT excluded. Any quotation exceeding this amount will be dismissed.

All tenders and dressing projects must be sent in electronic format ONLY to <u>tenders@icex.es</u> no later than October, 9<sup>th</sup>, <u>2023</u>, 02:00 PM Miami local time.

Miami, on the date shown by signature.

ICEX Board of Directors By Delegation (Resolution of 30<sup>th</sup> September 2021 BOE [Official State Gazette] No. 243 of October 11<sup>th</sup>, 2021),

Francisco Garzón Morales Senior Trade Commissioner Spanish Economic and Commercial Office 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 <u>a Dressing Contractor</u> who shall be awarded the execution of the <u>construction</u>, <u>assembly</u>, <u>maintenance and dismantling works</u> concerning the Pavilion of Spain at the following 2023 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
ACTFL 2023	17 <sup>th</sup> -19 <sup>th</sup> November	Mc Cormick Place, Chicago	800 sqft (approx.
	2023	(Illinois, USA)	74.32 sqm)

If the trade fair organization decides to move the date of the show to a new date in 2023, postpone its celebration to 2024, or even cancel 2023 edition so that the show would be held in 2023, 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 ACTFL (American Council on the Teaching of Foreign Languages) 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 the criteria which are listed here below, based on the weighted values assigned to each of them.

CRITERIA	MAXIMUM POINTS
C.1. Economic Offer /Budget Economic Offer /Budget must be in Document 3.	40
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. Understanding of the design Understanding of the design <u>must be in Document 2</u> Correct comprehension of the project based on layouts and views provided by the bidder	5
C.3. Quality of materials proposed. Quality of materials proposed must be in Document 2	15





3.1. Structure:		
Walls: continuous walls with no visible joints (max. 1 point).	Max 1	
Curtain quality: High density (max. 1 points)	Max 1	
<ul> <li>Main structure: Structure as light and concealed as possible (max. 3</li> </ul>		
points)	Max 3	
3.2. Flooring:		
Red carpet properly protected before opening (max. 1 point).	Max 1	
<ul><li>Good quality material for the platform finishing (max. 2 point)</li><li>Perimeter of the platform with same finishing material as the platform</li></ul>	Max 2	
and with a continuous look (max. 2 point)	Max 2	
<ul><li>3.3. Signage:</li><li>INTERIORS sign: visible positioning system (max. 2.5 points).</li></ul>	Max 2.5	
<ul> <li>Booths identification: Clear and high quality finish (max. 2.5 points).</li> </ul>	Max 2.5	
C.4. Graphics		10
<ul> <li>Company graphics: management in receiving and preparing graphic resources (max. 7 points).</li> </ul>	Max 7	
<ul> <li>Good quality of printed images based on descriptions and pictures (max. 2 points).</li> </ul>	Max 2	
• Good quality of the cut-out vinyl based on pictures (max. 1 points).	Max 1	
C.5. Electricity and lighting. Electricity and lighting must be in Document 2		15
<ul> <li>The light quantity is as high as possible, preferably within the ranges of 4000- 6,000lx Max. 5 points)</li> </ul>	Max 5	
• The proposed position of the luminaires, the homogeneity of the lighting. Lighting projects with assymetric luminaries that do not generate shadow areas will be valued (Max. 5 points)	Max 5	
<ul> <li>Use of indirect light, with the possibility of changing intensity and color (Max. 5 points)</li> </ul>	Max 5	
C.6. Furniture. Furniture <u>must be in Document 2</u>		10
• Quality of the proposed furniture evaluated based on the pictures and	Max 10	
descriptions provided by the bidder. (max. 10 points).	Max TO	
C.7. Cleaning. <u>Cleaning must be in Document 2</u>		2
<ul> <li>Adequate planification of the cleaning tasks, assuring a proper cleaning in time. (Max. 2 points)</li> </ul>	Max 2	
C.8. Environmental.		3
Environmental proposal must be in Document 3.		Ŭ
• The proposal includes materials whose composition is recyclable and respectful of the environment as well as proposals associated with the elimination of single-use materials. (Max. 1.5 points)	Yes: 1.5 No: 0	
<ul> <li>The proposal includes description of the waste policy for deteriorated materials that will no longer be used at the fairs subject to this tender as well as proposals for reuse, recycling, destruction, etc. (Max. 1.5 points)</li> </ul>	Yes: 1.5 No: 0	
TOTAL	1	100





Responses C2 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.

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 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 USD 44,960.00 (forty-four thousand nine hundred sixty USD Dollars) –, 56.20 USD/sqft x800 sqft – (VAT excluded).

#### Any quotation exceeding this amount will be dismissed.

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

The price per square meter specified in the tender, may not be varied or amended in any way by the Awardee, <u>during the period of the Contract and following extensions</u>, unless express agreement thereon by the Parties.





The price per square meter 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.
- Electricity and Power supply. All electrical installations work from source of supply at the exhibition (even if these works must be carried out solely by the Organiser's official contractor of the Fair).
- Wi-Fi service for the entire Pavilion.

No additional extra costs will be accepted.

## 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 value of the amendments.

According to the latter, **the estimated total contract value** of these contract is **USD 143,872.00** (VAT excluded), which includes the following amounts:

- Main contract maximum budget: (USD 44,960.00).
- First extension maximum budget: (USD 44,960.00).
- Second extension maximum budget: (USD 44,960.00)
- Amendments (max. 20%): (USD 8,992.00).

#### 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 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.

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 USD, once the penalties, if any, have been deducted.

Administrative requirements for billing (Invoicing details):

- All invoices must be billed to: ICEX España Exportación e Inversiones, E.P.E. (ICEX Spain Trade and Investment) VAT number ESQ2891001F Paseo de la Castellana 278 E-28046 Madrid (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\_ USA





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

## <u>SIXTH</u>. - Procedure

This briefing will be circulated to multiple Companies, and will be published on the Trade Commission of Spain's portal link <u>https://www.icex.es/es/quienes-somos/donde-estamos/red-exterior-de-comercio/US/convocatorias</u>

The Companies interested in bidding may contact ICEX (tenders@icex.es) with any questions about the brief up to October 6<sup>th</sup>, 2023, at 10:00 AM Miami 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 October 9th, 2023, at 02:00 PM Miami Time.

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 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.

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 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 44,960.00.
- Mention of other dressing projects in which they have been involved in the last three (3) 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:

- 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 enlightenment. <u>Specifications and technical details, including luxes and temperature of light</u> data, design, and type of the luminaires, colour and adjustability of the spotlights.
- <u>General Lightings in booths. Specifications and technical details, including luxes and temperature of light</u> data, design, and type of the luminaires, colour and adjustability of the spotlights.
- Construction details or pictures of all the main elements of the project, with sections, front views and perspectives that allow a clearly understanding of the proposed solutions.
- Photographs of the furniture.
- Details and information concerning the Improvement related to the Led screen in Gastro Area.
- Specifications of the Environmental proposed project.
- Perspectives and/or 3D computer graphics to show a proper comprehension of the project.
- Layout with the proposed position of the luminaires in walls.

# 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.

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

# - Document 3: ECONOMICAL PROPOSAL AND, C.8. ENVIRONMENTAL

Documentation to be submitted by the bidders:

#### ECONOMICAL PROPOSAL

Economic proposal must be in (USD). ICEX will evaluate tenders based on the offered prices, VAT excluded.

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

Proposals exceeding the maximum available budget USD 44,960.00, excluding VAT, will not be considered.

- 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.
- <u>Electricity and Power supply</u>. 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).
- <u>Handling Charges/Drayage</u>. The amount of the Drayage charges should be calculated separately, and the tenderer must submit a Drayage an estimate together with the tender.





• <u>Wi-Fi service</u> for the entire Pavilion.

Annex B, Economical Offer duly fulfilled.

# AUTOMATIC CRITERIA: C.8. Environmental Criteria

Annex C duly fulfilled.

# 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) within the terms established for the same.

# EIGHTTH. - Extension of the contract

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.

# NINETH. - 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.

# TENNTH. - Force Majeure or restrictions imposed by the Fair Ground Authorities

The successful Awardee of the tender and ICEX will not be responsible for the damages and losses caused to the other party for delays or breaches of the 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.





# ELEVENTH. - Cancellation or postponement of the fair

In the event that the Tradeshow is not held in 2023 or 2024, or the Pavilion is cancelled in 2023 and 2024, 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.

## TWELVETH. - 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 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: <u>miami@comercio.mineco.es</u>

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.

• 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 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.

# THIRTEENTH. - 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 <u>must take out a civil liability</u> <u>insurance</u> 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 <u>during the afternoon previous to the Trade Fair inauguration and the morning in which</u> 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.

# FOURTEENTH. - 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.

#### <u>FIFTEENTH</u>. – 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. - 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.

#### SEVENTEENTH. - Penalties

#### 17.1 Assembly

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

Any <u>delivery delay</u> on the agreed schedule (12 hrs 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 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 Contract.

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.





## 17.2 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 Contract.

#### EIGHTEENTH. – Termination

ICEX is entitled to terminate the Contract 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.

#### NINETEENTH. - Applicable legislation

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

#### <u>TWENTIETH</u>. – Jurisdiction

In order to solve any dispute, disagreement, issue or claim which may arise from the performance or construction of the Contract 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.

Miami, on the date shown by signature.

ICEX Board of Directors By Delegation (Resolution of 30<sup>th</sup> September 2021 BOE [Official State Gazette] No. 243 of October 11<sup>th</sup>, 2021),

Francisco Garzón Morales Senior Trade Commissioner Spanish Economic and Commercial Office 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

# <u>SECTION B – TECHNICAL SPECIFICATIONS</u>

## SPECIFICATIONS OF WORKS

Trade Fair	Date	Venue	Estimated surface
ACTFL 2023	17 <sup>th</sup> -19 <sup>th</sup> November 2023	Mc Cormick Place. Chicago (Illinois, USA)	800 sqft/ 74.32 sqm

## 1. INTRODUCTION

The bidder must submit a proposal fitted to the design provided however ICEX will be open to assess light changes in the project.

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.

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.

# 2. BOOTHS

#### The bidder must consider in its quotation the following works:

> Pictures of the materials should be included in the bid in order to value its quality.

The bid should include:

- Enough layouts and/or views prepared by the bidders to show a proper comprehension of the project.
- Construction explanations and/or detail plans of the proposed solutions for the main elements of the project.
- Samples and/or pictures of the proposed materials and construction systems.
- Pictures and descriptions of every item of the proposed furniture, audiovisual equipments and lighting fixtures.





# 3. QUALITY OF MATERIALS

# Booths' walls

All the perimeter walls of the pavilion and the wall separating booths will reach at least 2,40 m - 8 feet-high.

These walls can be built using octanorm systems which have to be in perfect use and aspect conditions. White panels can be used for every back wall.

ICEX will consider the tenderer to offer 1,20 m- 4 feet high walls or screens, or not; to separate smaller booths. These short walls will be solid red. They can be system built or custom made in which case they can be built using wood frames upholstered with solid red tissue or PVC. These short walls can be eliminated if their installation leads to a price increase.

The complete 800 sqft / 74.32 sqm of the Pavilion of Spain will be covered with carpet without padding.

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

A sample/picture and colour options of the proposed carpet should be included in the bid.

There are three (3) different exhibition areas:

 Booths: 5 booths (10' x 10' each) will be considered PREMIUM (including ICEX and INSTITUTO CERVANTES)

These are classical scheme booths. All their walls will reach a minimum of 2.40 m high.

The furniture items to be provided for each one of them are:

- 1 lockable counter 1mx 0.5m x 1m high. with graphics on the whole front surface (artworks to be provided by ICEX)
- 2 bar stools
- 1 paper basket
- 1 80 cm round table
- 4 chairs
- 6 sqm (54 sqft approx.) graphics to be applied on the walls.
- 1 socket 120v/5002 multistrip -for general purposes

The back panel which separates this area from the contiguous booth will be completely covered by graphics (approx. 5 sqm - 54 sqft)

• Rest of the booths (10' x 10') each

There will be maximum 3 exhibitors which will occupy the rest of the Pavilion area. They will be configured by the rear 2.4m (H) (8 ft approx.) white curtain wall at the back and a perpendicular 1.4m (4 ft approx.) (H) x 2m (6.5 ft approx. (L) separation red short wall between each one of them and the neighbour companies- exhibitors out of the pavilion of Spain.





The following will be valued in the Quality of materials (Structure, Flooring and signage) section (max. 15 points):

Structure: Max 5 points

- Walls: continuous walls with no visible joints (max. 1 point).
- Curtain quality: High density (max. 1 points)
- Structure as light and concealed as possible. Continuous spray paint finish (max. 3 points) Flooring: Max 5 points

- Red carpet properly protected before opening (max. 1 point).
- Good quality material for the platform finishing (max. 2 point)
- Perimeter of the platform with same finishing material as the platform and with a continuous look (max. 2 point)

Signage: Max 5 points

- Interiors sign (max: 2.5 points)
- Booths identification (max: 2.5 points)

# 4. LIGHTING AND ELECTRICITY

All the Pavilion area requires enough lighting to allow the normal development of exhibition activities. The tenderer can porpose a track lighting system or long arm spots. (sending photographs and details on equipments situation is mandatory).

The Contractor will be in charge of and will be held responsible for the electrical fittings, and ordering of the general supply power previously described. All power and electricity costs have to be included in the bid.

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

All electrical connections and cables needed must be hidden.

#### A description including pictures, technical details, number, and location of downlights should be included in the bid.

The following will be valued in the ELECTRICITY AND LIGHTING section (max. 15 points):

- The light quantity is as high as possible, preferably within the ranges of 4000- 6,000lx (Max. 5) points)
- The proposed position of the luminaires, the homogeneity of the lighting. Lighting projects with • assymptric luminaries that do not generate shadow areas will be valued (Max. 5 points)
- Use of indirect light, with the possibility of changing intensity and colour (Max. 5 points)

# 5. GRAPHICS

Exhibitors' identification

Every exhibitor will have 1 x 1sqm (10 sqft approx.) graphic area or (for those considered PREMIUM) 2 x 1 sqm (20 sqft approx.) graphic area.

The following will be valued in the GRAPHICS section (max. 10 points):

- Company graphics: management in receiving and preparing graphic resources (max: 7 points) •
- Good quality of printed images based on descriptions and pictures (max. 2 points) •
- Good quality of the cut-out vinyl based on pictures (max. 1 points)





# 6. FURNITURE

The furniture items to be provided for each one of them are:

- 1 lockable cabinet (maximum size 36 x 20 x 30 h inch)
- 1 paper basket
- 1 80 cm (2.5 ft approx.) round table
- 4 chairs
- 3 sqm graphics to be installed on the back wall.
- 1 socket 120v/5002 for general purposes

It includes a warehouse with the following items:

- Large shelf
- Large coat rack for all displays
- Sockets (2)
- 1 Locking key for all the exhibitors
- Any other element that may be necessary for the development of the fair.

All furniture and walls or curtains in white colour.

Should an exhibitor not participate, the awardee will detract the furniture items not used from the invoice, as well as the rest of the elements.

Artworks will be sent to awardee well before the dates of the Show. The awardee will be responsible for the management and proper supervision of the artworks with exhibitors.

# A description of each item of furniture including pictures, available colours, 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.
- Lockable catalogue cabinet.
- TV screen equipped with USB port (socket included if necessary).

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

The following will be valued in the FURNITURE section (max. 10 points):

• Quality of the proposed furniture evaluated based on the pictures and descriptions provided by the bidder. (max. 10 points).

#### 7. MISCELLANEOUS

#### a. 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 person of the awardee's personnel is dedicated exclusively to cleaning tasks in each hall.

The following aspects will be valued in CLEANING section (max. 2 points):

• Adequate planification of the cleaning tasks, assuring a proper cleaning on time (max. 2 points)

# b. Other information

Graphics produced by the contractor shall be included in the Tender. Final artworks will be provided by ICEX, except for the ICEX booth, where ICEX will provide the successful bidder with the necessary information for the design and final artwork of the graphics.

The successful bidder will provide a first aid kit for the Pavilion. If the trade show organization requires sanitary measures for COVID prevention, those will also be included.

The successful bidder will supply all fire extinguishers required to comply with the relevant trade fair regulations. They will all be certified as full and carry the expiry date.

Furthermore, the decorator undertakes to pay any overtime fees, 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 the 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. Tenderers should work on a fictional space to develop the proposals. Layouts of the Fair are not still available.

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.

Miami, on the date shown by signature.

ICEX Board of Directors By Delegation (Resolution of 30<sup>th</sup> September 2021 BOE [Official State Gazette] No. 243 of October 11<sup>th</sup>, 2021),

Francisco Garzón Morales Senior Trade Commissioner Spanish Economic and Commercial Office in Miami

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

See Annex A. *Layouts* See Annex B. *Economical Offer* See Annex C. *Automatic Criteria - C8 Environmental criteria* 

EUROPEAN REGIONAL DEVELOPMENT FUND (FEDER)





# 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.

#### <u>ANNEX A – LAYOUTS</u>

• 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.