



ITALIAN TRADE AGENCY

Chicago Office

Chicago, July 18, 2023

CIG: 9959667137

CO.AN.: U22EC003A1

CdC: 3CB3

## **MARKET SURVEY NOTICE**

### **MACHINES ITALIA WEBSITE PLATFORM UPGRADE DRUPAL 10**

ITA Chicago Office is launching a market survey for a “**MACHINES ITALIA WEBSITE PLATFORM UPGRADE DRUPAL 10**” to be assigned by direct negotiation pursuant to art. 7 paragraph 2 letter a) of Ministerial Decree 192/2017.

If you are interested, kindly submit a proposal, taking into account the instructions set forth in the below section “Requested deliverables”.

#### **INTRODUCTION**

The Italian Trade Agency (“ITA”) <https://www.ice.it/en/> is the Governmental agency that supports the business development of Italian companies abroad and promotes the attraction of foreign investment in Italy. ITA is headquartered in Rome and operates with a net of offices worldwide linked to Italian Embassies and Consulates and works closely with local authorities and businesses. In the US, ITA is present in the following cities: New York, Chicago, Los Angeles, Houston, and Miami.

#### **AWARDING ENTITY**

The Italian Trade Agency – Chicago Office, 401 N Michigan Avenue, Suite 1720, 60611, Chicago, IL, Website: <https://www.ice.it/en/markets/usa/chicago>.

The ITA Chicago Chief Procurement Officer (CPO)/ Responsabile Unico del Procedimento (the acronym is RUP in Italian) is Marco Verna, the ITA Chicago Trade Commissioner. E-mail: [chicago@ice.it](mailto:chicago@ice.it), Tel 312-670-4360.

#### **OVERVIEW AND MAIN GOALS**

Platform migrating to Drupal 10 with upgraded elements, along with hosting, maintenance and relevant enhancements to its Agency website, [www.machinesitalia.org](http://www.machinesitalia.org)

### **REQUESTED DELIVERABLES**

- Please see Attachment 1- Technical Description

### **TIME FRAME**

90 days upon the signing date of the contract

### **BUDGET**

**The total budget** for this project will **not exceed USD \$50,000.00** (fifty thousand dollars and 00/100 cents), **all included**.

Therefore, the offer must not exceed \$ 50.000.00.

Offers exceeding the mentioned amount will be automatically excluded from the BID.

ITA reserves the right to increase or decrease the contractual amount by a maximum of 20% as needed, without any further obligation toward the awarded Contractor.

Please note that the ITA is a tax-exempt organization.

### **MINIMUM REQUIREMENTS FOR PARTICIPATION**

In order to participate in this Market Survey, the company participating shall meet the following requirements referred to in art. 9 of Ministerial Decree 192/2017:

- A. It shall be eligible and possess the necessary qualifications, in full compliance with local law.
- B. It shall be authorized and licensed to do business in the company's state of residence and in the state of Illinois.
- C. It shall be located in the USA.
- D. Register in the ITA's Vendor list (see more details at the following link [Business Vendor Registration](#)).

**If the company should fail to meet these requirements for the duration of the contract, ITA reserves the right to cancel the contract.**

### **SUBMISSION PROCEDURE AND DEADLINE**

To submit your best quotation, your company is required to fill out the following Annexes:

- **Annex 1 - "Requirements Procurement procedures under the European Union Threshold" (Documento Unico)**, duly filled in, dated, signed and notarized along with a photocopy of the signer's valid ID (State issued driver's license or ID or Passport).
- **Annex 2 - ECONOMIC OFFER**, with your price quotation (both in digits and spelled out).

The Proposal for the Italian Trade Agency (ITA) Machines Italia Website Platform Upgrade Drupal 10) **must arrive by no later than Friday, August 4<sup>th</sup>, 2023 at 12:00pm (central standard time)**.

In **one sealed envelope** on which should be indicated "**CONFIDENTIAL - Do Not Open. Bid Documents: "BID - MACHINES ITALIA WEBSITE PLATFORM UPGRADE DRUPAL 10"**". This proposal must be delivered to the address of the Italian Trade Agency Chicago Office, 401 N. Michigan Avenue, Suite 1720, Chicago, Illinois, 60611, containing the following three (3) separate sealed envelopes within:

1. **ENVELOPE "A" [indicate NAME of the ORGANIZATION] "Technical Offer"**: (one sealed envelope) containing the graphic & design and the description of work for the Machines Italia Website Platform Upgrade Drupal 10 any other related items to be reviewed by the ITA.
2. **ENVELOPE "B" [indicate NAME of the ORGANIZATION] "Economic and Financial Solvency"** (one sealed envelope) containing the following documentation:
  - A. Economic and Financial Solvency – Proof of financial solvency;
  - B. The turnover for each of the past 3 years (2020-2021-2022) for the provided services realized in the USA;
  - C. Major projects implemented in the past 3 years (2020-2021-2022), including amounts and name of the customers.

-D. Annex 1 - "Requirements Procurement procedures under the European Union Threshold" (Documento Unico), duly filled in, dated, signed and notarized along with a photocopy of the signer's valid ID (State issued driver's license or ID or Passport).3. **ENVELOPE "C" [indicate NAME of the Organization} "Economic Offer"** (one sealed envelope) containing the following signed form (Annex 2).

#### **AWARDING CRITERIA**

The contract will be awarded based on the lowest price, pursuant to art. 11 of DM 192/2017. The award will take place even in the presence of a single quotation, as long as it is deemed valid. The winning bid is expected to be awarded by Friday, August 11<sup>th</sup>, 2023 at the Italian Trade Agency-Chicago office.

#### **CONTRACT DURATION AND SIGNATURE**

The duration of the site maintenance and hosting is one (1) year upon the date that the site goes live and the contract has been signed and all participation requirements have been verified and found to be satisfactory, or until the contractual amount is reached. **There will be no tacit renewal of this contract.** ITA and the awarded Company shall enter a Contract based on the price offered by the bid awarded company. It is expressly forbidden to resort to subcontracts, in consideration of the specific nature of the services, which need a trustworthy interlocutor.

#### **PROJECT COMPLETION DATE**

The estimated completion date for the site platform migration will be 90 days upon the signing date of the contract with the awarded company, unless otherwise a suggested alternate date is provided to and approved by the ITA.

#### **TERMS OF PAYMENT**

The service will be paid via ACH according to the following payment schedule:

The ITA will issue payment per the following installments for the documented work to be conducted per this agreement:

- 50% due upon signing of this agreement and ITA receipt of an original invoice (NET 30).
- 25% due on approval of site to go live and ITA receipt of an original invoice (NET 30).
- 25% due 90 days after site goes live and ITA receipt of an original invoice (NET 30)

#### **PENALTY**

For any delays in delivering the completed project exceeding seven (7) days of the agreed to completion date, the appointed company will be deducted 10% of the total amount together with the compensation for further damages, material and moral, which the delay will cause to the Italian Trade Agency.

#### **THIRD PARTY AUTHORIZATION**

The Italian Trade Agency will not be held accountable by the appointed company and/or any other third party subcontractor for any unpaid payment of charges incurred by the appointed company in the process of fulfilling its related services and obligations in the site platform migration.

#### **PANTOUFLAGE**

The appointed company will confirm and declare it has not retained or engaged professionally any ex-public sector employee who has ceased his or her employment with the Italian Trade Agency within the last three years and who has occupied a management role in the said organization or has

been delegated management powers to execute contracts or other commercial transactions on behalf of ITA.

#### **RULES OF CONDUCT OF THE AGENCY AND/OR STAFF OF THE AGENCY**

In the execution of the contract, the awarded Company undertakes to fully respect the Code of Conduct adopted by ITA with respect to the provisions of Presidential Decree 62/2013 approved by the Board of Director by resolution no. 547/21 on 02/23/2021.

The Code of Conduct is available on the website <https://www.ice.it/it> at the section "Amministrazione Trasparente" (Transparent Administration) — "Disposizioni generali" (General provisions) — "Atti generali" (Acts of general application) "Code of Conduct".

For any breach of obligations under the code, if the same is considered serious, ITA will have the option to terminate the contract.

By signing you agree to the terms outlined in this document and, to the best of your knowledge, affirm that you have not retained or engaged professionally anyone who has ceased his or her employment with the Italian Trade Agency within the last three years and whom had occupied a management role in said organization or had been delegated management powers to execute contracts or other commercial transactions on behalf of the said organization.

#### **REFERRAL RULES**

For all other terms and conditions not regulated herein, please refer to the provisions of Ministerial Decree 192/2017; the civil law governing the conclusion of the contract and the execution phase shall be determined in accordance with the applicable rules of private international law.

#### **COPYRIGHT PROVISIONS**

All the material produced, collected, and acquired within the scope of this project, will become the exclusive property of the awarding entity and its copyright shall be transferred to the Italian Trade Agency. The winning company agrees to transfer to the Italian Trade Agency the right to use and reproduce said images, for any purposes and in any format such as for instance print, digital and without limitations, holding the Italian Trade Agency harmless from any and all legal actions and/or claims by third parties alleging violation of rights, including, but not limited to, intellectual property rights, patents, copyrights, trademarks and similar industrial property rights, violation of privacy and damage to public image. The ITA shall not be held responsible or accountable for verifying any information included in the research, as these items will be under the full responsibility of the awarded company.

The Italian Trade Agency reserves the right to request changes to the work proposed after it has been accepted, without an increase in costs; it also reserves the right, at its sole discretion, to reject the proposals submitted and therefore the winning company agrees to waive any and all rights to compensation or indemnification of any type. Services, products, and related services and in general all contractual performances shall adhere to the specifications and technical features set forth in the Specifications. In any event, while executing the contractual obligations, the winning company agrees to comply with all applicable rules, regulations, and laws, be they general or specific provisions for the sector of the products at issue, in particular existing technical and safety provisions as well as the ones that may be issued after the execution of the contract.

#### **DATA TREATMENT**

The awarded company agrees, where required by law, that its corporate data and information will be stored and published on the ITA's website, and especially contractor's name, address, amount of consideration. For avoidance of doubt, published information shall not include information that is commercially provided by Contractor under the order.

#### **INDEMNITY**



ITALIAN TRADE AGENCY

The appointed company will be asked to defend, indemnify, and hold ITA harmless against any matters - including conduct sustained or incurred as the result of any claim, suit or proceeding made, brought, or threatened against ITA arising out of this project.

**DISPUTES BETWEEN THE PARTIES**

In the event of a disagreement between ITA and the appointed company, the prevailing party shall be entitled to recover attorney's fees and costs from the non-prevailing party.

**COMPETENT JURISDICTION**

In case of a dispute between the Italian Trade Agency and the awarded company, the Court of Law of Illinois, U.S.A., will be competent jurisdiction. In the event of a disagreement between the ITA and awarded company, the prevailing party shall be entitled to recover attorney's fees and costs from the non-prevailing party.

**PRIVACY**

The awarded Company is invited to read the Information on the processing of personal data pursuant to Regulation (EU) 2016/679 ("RGPD"), available on the institutional website of ITA-Agency at <https://www.ice.it/it/privacy>. Access to tender documents is governed by Law no. 241 of August 7, 1990.

**WHISTLEBLOWING**

Pursuant to art. 54-bis, paragraph 2 of Legislative Decree no. 165/2001, as amended by Law no. 179/2017 concerning "Provisions for the protection of persons who report unlawful activities or wrongdoing based on information acquired in a public or private work-related context", the suppliers of goods or services to the Italian Trade Agency - ICE are also entitled to report any unlawful conduct or wrongdoing of which they have learnt within the context of the contractual relationship. The reports, which are kept fully confidential, are managed through an IT application available on the Italian Trade Agency - ICE website - "Whistleblowing" section, at <https://www.ice.it/it/en/whistleblowing>

**CONTACT PERSON**

If you have any questions regarding this project, please contact: Bart Pascoli at ITA CHICAGO Email: [chicago@ice.it](mailto:chicago@ice.it)

Cordially,

Marco Verna  
Trade Commissioner  
Italian Trade Agency - Chicago Office

