

**Machines Italia Magazine Vol XVI (Fall / Winter 2023)****2 - SPECIAL CONDITIONS**

The contract will be awarded on the basis of criteria outlined in this and the attached documentation. The maximum budget available is: \$ 70,000.00.

**1 - Award Criteria**

Each proposal will be evaluated in accordance with the following itemized criteria and corresponding points scale.

<i>CRITERIA</i>	VALUE SCALE EXPRESSED IN % TERMS
Price of publication within the budget available	30%
Quality of Editorial Content (candidates such as editors, journalists, experts and Industry Thought Leaders who would be involved in the editorial content elements; coverage and depth of the outline)	25%
Distribution outlets and potential impact opportunities (Trade show distribution, e-newsletters, promotions, social media, postings and placement on company publication web sites, etc.), in the promotion of the magazine within the US and relevant USMCA marketplace.	20%
Quality of Graphics used in the content tone	15%
Project appeal such as substance, content layout, workflow, timeframe deliverables	10%

There is no assurance that the lowest bid will prevail. ITA reserves the right of asking for additional information in case one of the offers is substantially lower than the others.

The contract will be awarded based on a weighted analysis of price and overall quantity of services offered, pursuant to art. 11 of DM 192/2017.



The proposed bid must include all the materials and services required in accordance with the attached specifications. The bid must articulate the unit item price of materials and services whenever possible.

## **2 – Terms of payment**

Payments will be made as follows:

- 25% of the total amount after signing the contract and upon presentation of an original invoice;
- 50% of the total amount will be paid upon the completion of the work, upon publication of the magazine (estimated date for publication is November 15th, 2023) and upon presentation of an original invoice.
- 25% balance will be paid upon completion and successful distribution of the magazine and upon presentation of an original invoice.

## **3 – Penalty**

For any delays in delivering the design and content exceeding 24 hours, the appointed publishing house 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.

## **4 - Third party authorization**

The Italian Trade Agency will not be held accountable by the appointed publishing house and/or any other third party subcontractor for any unpaid payment of charges incurred by the appointed publishing house in the process of designing, writing and printing all related materials for the magazine.

## **5 - Pantouflage**

The appointed publishing house 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.

## **6 - Place of delivery, delivery and return terms, and publishing**

The estimated completion date for the magazine will be November 15th, 2023 unless otherwise a suggested alternate date is provided to and approved by the ITA.

## **7 - 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.

### **8 - 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.

### **9 - Indemnity**

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.

### **10 - Competent Jurisdiction**

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

### **11 - 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.

### 12 - 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.

### 13 - 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.

### 14 - 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>

The undersigned publishing house declares:

- a) To have given proper consideration to all aspects that are part of bidding for this job and to the implicit and explicit requirements that are necessary to properly fulfill its commitment to the Italian Trade Agency.
- b) To have properly evaluated all costs associated with preparing the bid and are included in the proposal for the publishing of the magazine to be delivered to the Italian Trade Agency.
- c) To hold the Italian Trade Agency harmless from any claims that could arise from contractual disputes between the appointed publishing house and third parties.

\_\_\_\_\_ of \_\_\_\_\_  
(Print Name of Representative) (Publishing House)

\_\_\_\_\_ (Date)  
(Signature of Representative)