



ITALIAN TRADE AGENCY

Los Angeles Office

Prot. 0000847/23

Date: January 4, 2023

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## MARKET SURVEY NOTICE

### **“IT SERVICES AND SUPPORT”**

**Accordingly to art. 7 paragraph 2 letter. a) of Ministerial Decree 192/2017**

#### **1. INTRODUCTION**

ITA - Italian Trade Agency (<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.

#### **2. AWARDING ENTITY**

The Italian Trade Agency ("ITA") – Los Angeles Office,  
1900 Avenue of the Stars, Suite 350, 90067, Los Angeles, CA,

Website: <https://www.ice.it/en/markets/usa/los-angeles>

Ms. Alessandra Rainaldi, Trade Commissioner of The Italian Trade Agency in Los Angeles Office

E-mail: [losangeles@ice.it](mailto:losangeles@ice.it), Tel (323) 879.0950- Fax (310) 203.8335

#### **3. SERVICES REQUESTED**

ITA Los Angeles Office is launching a request for **“IT Services and Support”** to be assigned by direct negotiation pursuant to art. 7 paragraph 2 letter. a) of Ministerial Decree 192/2017.

The content of the service is detailed at following point n. 4 **“Service’s Technical Specifications”**.

#### **4. SERVICE’S TECHNICAL SPECIFICATIONS**

The services requested shall refer only to on-demand IT/tech support services to be provided when needed at ITA Office premises or remotely, for the period indicated in the following point no. 9. Services include:

a) LAN support services:

- Troubleshooting and repair;
- Installation, configuration, optimization, and upgrade;

b) Integration of new services with existing networking infrastructure;

c) Wi-Fi connectivity issues;

d) Tech support with computers:

- Troubleshooting hardware and configuration issues, including connectivity to devices on the network (switch, printers, scanners, NAS, etc.);



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- Support with set up and installation.

#### 5. **BUDGET**

The maximum total amount available for the required service will not exceed **\$5,500.00 (five thousand five hundred dollars)** during the life of the contract.

#### 6. **MINIMUM REQUIREMENTS FOR PARTICIPATION**

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

- A. It shall be eligible and have the necessary qualifications, in full compliance with local laws.
- B. It shall be authorized and licensed to do business in the company's state of residence and in the State of California.
- C. It shall be located in the USA

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

#### 7. **SUBMISSION PROCEDURE AND DEADLINE**

To submit your quotation, your company is required to submit the following Annexes and to register as an authorized vendor at our Office:

- **Annex 1 - ECONOMIC OFFER**, on an all-inclusive hourly rate. No additional fees or hidden costs will be accepted. The cost of any materials and equipment that need to be purchased must be authorized in advance by ITA;
- **Annex 2 - "Requirements for Direct Negotiation Under the European Union Threshold of Euro 40,000.00" (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 3 - Complete attached "Declaration Form B - Certificate of Good Standing"**;
- **Annex 4 - Complete attached W9 form.**
- Register in the online ITA's Vendor list at the following link [Business Vendor Registration](#);

Please send the above mentioned Annexes by email to [losangeles@ice.it](mailto:losangeles@ice.it) by **January 18, 2023 at 12.00 PM (PST)**. **No offer shall be accepted after the deadline. Incomplete offers shall be excluded.**

#### 8. **AWARD CRITERIA**

The contract will be awarded based on **the lowest price criteria**, pursuant to art. 11 of DM 192/2017. ITA Los Angeles Office will proceed to award the contract for the IT support services in favor of the company that will have presented the **lowest hourly price**.

The award will take place even in the presence of a single quotation, as long as it is deemed valid.

#### 9. **CONTRACT DURATION AND SIGNATURE**

The contract will run from the date of signing until December 31<sup>st</sup>, 2023 or at reaching amount of **\$5,500.00** whichever is earlier.

The contract will automatically terminate on its expiration date or upon reaching the amount specified above (**\$ 5,500.00**), without any notification between the parties. **There will be no tacit renewal of this contract.**

It is expressly forbidden to resort to subcontracts, in consideration of the specific nature of the services, which need a trustworthy interlocutor.

#### **10. TERMS OF PAYMENT**

Payments will be made by ITA in USD, once the service has been rendered, within 30 days of receipt of an invoice addressed to: ITA - Italian Trade Agency - Los Angeles Office 1900 Avenue of the Stars, Suite 350 Los Angeles, CA 90067 – Attention Trade Commissioner Alessandra Rainaldi.

ITA – Los Angeles Office make payments via ACH. The awarding Agency will be required to provide their ACH Routing number and account number so that our payments can be properly credited.

Please note that our office is part of the official Mission of Italy to the United States and is exempt from paying tax on purchases over \$ 325.00.

#### **11. PARTIES'S OBLIGATIONS**

##### **Company's obligations**

The Company is required to carry out the service with the maximum care and diligence, in accordance with the provisions of these specifications and in accordance with the procedures described below. The contracted Company undertakes to:

- a) meet the requests from ITA as quickly as possible;
- b) the company agrees to carry out the intervention within 24-36 hours of the request for assistance, to be communicated by ITA, by telephone or email.

**IMPORTANT:** the company (except in cases of particular urgency communicated by ITA), before carrying out the intervention, shall send ITA an email specifying the maximum number of hours envisaged for the intervention (and the relative quote on the basis of the contractual hourly rate) and shall wait for authorization from ITA (RUP or other delegated person), by email, to carry out the intervention.

- c) in the event of a failed server, switch, router or other network hardware, the company will arrange for temporary or permanent replacement hardware to be installed as quickly as possible to decrease the impact to the client's normal business operations;
- d) the company shall issue, after each service intervention, a report on the work carried out, signed by the technician concerned;
- e) in case of need, the company shall agree to provide the assistance service also on Saturdays and holidays, to be compensated no more than 1.5 time fee rate;
- f) the company shall provide ITA with a dedicated telephone number and email address for intervention requests.

##### **ITA's obligations**

ITA undertakes to:

- Pay the Company, the agreed compensation, according to the agreed rates, which is therefore understood to be fixed and invariable for the entire duration of the contract.

#### **12. RULES OF CONDUCT FOR SUPPLIER AND/OR SUPPLIER PERSONNEL**

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 of 23 February 2021.



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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.

### **13. 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.

### **14. COMPETENT JURISDICTION**

In case of dispute between the Italian Trade Agency and the Appointed Contractor, the Court of Law of California will be the competent jurisdiction.

### **15. PRIVACY**

The awarded Agency 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.

### **16. WHISTLEBLOWING**

By accessing the website [www.ice.it](http://www.ice.it) - section "Whistleblowing", available at the following link: <https://ice.whistleblowing.it/#/> it is possible to report in complete confidentiality any "unlawful conduct" found within the contractual relationship, pursuant to Article 54-bis, paragraph 2 of Legislative Decree 165/2001 (as amended by Law no. 179/2017).

### **17. CONTACT PERSON**

If you have any questions regarding this market survey notice, please contact: Maurizio Moraccini IT manager or Lucia Peretti, Administrative – ITA Los Angeles Office - Email: [losangeles@ice.it](mailto:losangeles@ice.it)

Cordially.

Alessandra Rainaldi  
Trade Commissioner  
Italian Trade Agency – Los Angeles Office

**Signed in original**