



New York

## Call for Bids - for calendar year 2024 - HVAC Preventative Maintenance

The Italian Trade Agency ("ICE Agency") is soliciting proposals for Annual HVAC Maintenance and support Services. ITA will directly engage the service provider pursuant to art. 7 paragraph 2 letter a) of DM 192/2017 and as modified by DM 32/2024 of 17 January 2024.

### The scope of work is detailed below:

- One (1) Preventive Maintenance Cycle to be performed ASAP. This should be inclusive of any consumables such as filters, belts, etc.

The maximum budget is **\$5,000.00**. **only bids that discount from the \$5,000.00 ceiling will be accepted.**

Should you wish to schedule a walkthrough before bidding please email [p.williams@ice.it](mailto:p.williams@ice.it) to schedule.

### Documents attached to this Call for bid:

- a) Equipment List
- b) Sample ITA Contract letter
- c) Sample Annex 1 (EU Requirements Form)
- d) Sample Integrity addendum

The above documents are for your review. The actual documents will be included with our PO/Contract letter.

As part of Italy's diplomatic mission to the US we are tax exempt for all purchases over \$325.00 we will supply DTF-950 and supporting documentation with our contract letter. For further information and/or clarifications, please write to: [newyork@ice.it](mailto:newyork@ice.it).



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### Requirements for Bid submission:

You are invited to submit your bid to this office in person, by postal mail, by courier services or by email [newyork@ice.it](mailto:newyork@ice.it) no later than **May 15<sup>th</sup> 2024 at 12:00 PM EDT**. . Your bid must contain the following documents listed below:

1. Cost Estimate (quote)

If you are not currently a registered vendor to the Italian Trade Commission in New York you should register as a vendor prior to submitting your bid. Instructions can be found at <https://www.ice.it/en/markets/usa/new-york/vendor-registration-portal>.

ICE Agency reserves the right to request additional documentation at any time should it be deemed essential for the type of goods and services requested.

### WRITTEN AGREEMENT

A written agreement with the following terms and conditions shall be entered between ICE Agency and the service/goods provider. As per Section 11 of DM 192/2017 and as modified by DM 32/2024 of 17 January 2024, ICE Agency shall award a contract to a firm that offers the **lowest price**.

The agreement will be subject to verification of the requirements of compliance with applicable U.S. federal, state, and local regulations.

Once the bid is awarded a Contract letter will be issued by this office.

The following documents will be required to be submitted as part of the contracting process.

1. Annex 1(EU Requirements Form) - the text of the attached form cannot be altered;
2. Integrity addendum;

The agreement shall not be automatically renewed. No assignment, even in part, shall be allowed.

If the awarded bidder breaches the agreement, ICE Agency reserves the right to: (a) forfeit the security deposit and (b) after an unsuccessful request to cure, look for a substitute performance of all or part of the service by a competing supplier at the expense of the defaulting supplier. ICE reserves the right for an action for damages or the application of liquidated damages clause. Finally, ICE Agency may order the termination of the agreement or repayment of any damages.

### SECURITY DEPOSIT

The awarded bidder may be required to provide a guarantee equal to 10% of the amount of the awarded contract, net of sales tax as per state or local law.

The guarantee can be, at the choice of the supplier, from a bank or an insurance (surety/ performance bond), with waiver of the right of priority payment of the principal debtor and 15 days request by ICE Agency.

The guarantee is progressively liberated based on the status of the agreement performance, up to a maximum limit of 80% of the amount guaranteed. The final amount will be released after verification of satisfactory performance at the conclusion of the service.

### TERMS OF PAYMENT

Our standard terms of payments are that payment will be made via ACH after 30 days of invoice issuance.



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Provider invoices must include the following information that can be found in our Purchase Order / Contract letter:

Co.An.: S240W00000

CIG: (To be provided in the contract letter)

### **TERMINATION**

Performance delays expressly authorized by ICE Agency and not due to the service provider fault will not be grounds for the application of liquidated damages.

In case of breach, ICE Agency reserves the right to terminate this agreement and require repayment of any damages caused by the breach.

For additional terms and conditions, refer to the appropriate section of the ITA Contract letter

### **TRACEABILITY OF PAYMENTS**

This Contract letter has # C.I.G. which must be included in the payment memo of the invoice.

### **RULE OF CONDUCT FOR EMPLOYEES OF THE AWARDED FIRM**

The awarded firm must comply with the Code of Conduct as adopted by ICE Agency as per Presidential Decree 62/2013 and approved by the Board of Directors with resolution n. 619/23 dated 01/27/2023. The Code of Conduct of ICE Agency is available on the website [www.ice.it](http://www.ice.it), section "Transparent Administration" - "General Provisions" - "General Activity".

Any breach of the Code of Conduct will result in the termination of the agreement.

### **DISPUTE RESOLUTION – EXCLUSIVE MEDIATION AND ARBITRATION**

This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflict of laws provisions of such State. In the event of any dispute arising out of or in connection with this Agreement, the parties shall first refer the dispute exclusively to a mediation under the American Arbitration Association (AAA) Mediation Rules. If the dispute has not been settled pursuant to the said Rules within forty-five (45) days following the filing of a request for mediation or within such other period as the parties may agree in writing, such dispute shall thereafter be exclusively and finally settled under the Rules of Arbitration of the AAA by one or more arbitrators appointed in accordance with the said Rules. Venue of the Mediation and/or Arbitration shall be New York City. Language of Mediation and/or Arbitration shall be English. In the event that any party hereto institutes any legal suit, action or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs. This entire provision is material to this Agreement.

### **CONFIDENTIALITY**

You are invited to read the Notice on the treatment of personal data pursuant to Regulation (EU) 2016/679 ("RGPD"), available on the ICE Agency website at <https://www.ice.it/it/privacy>

### **WHISTLEBLOWING PROCEDURE**



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Pursuant to Section 54-bis, paragraph 2 of Legislative Decree 165/2001 (amended by Law no. 179/2017) "Provisions for the protection of the informant of a crime in the context of a public or private employment relationship"), providers supplying goods or services to ICE Agency may report any "illegal conduct" of which they have become aware in the context of the contractual relationship. The reports are strictly confidential and managed through an anonymous application at: <https://www.ice.it/en/whistleblowing>

Sincerely,

**SIGNED in ORIGINAL**

Erica Di Giovancarlo  
Trade Commissioner and  
Executive Director for the USA.