



Los Angeles Office, January 26th, 2024

P. n. 0009780/24

RUP: Alessandra Rainaldi

CO.GE:

651502019 (Fee)

652502004 (Rate)

6515020013 (back. check)

COAN: Various CdC: 3CB2

**RE: INVITATION FOR BID (IFB) for
FRAMEWORK CONTRACT (1 year)**

“SERVICE OF TEMPORARY EMPLOYMENT AGENCY” (FULL OR PAYROLLING SERVICES)

FOR THE ITALIAN TRADE AGENCY (ITA) - LOS ANGELES OFFICE

ITA - Los Angeles Office (hereinafter “ITA”) pursuant to art. 7 co. 2, lett. b) of DM 192/2017, within a “Framework Contract” (“FC”) of one (1) year term, invites **Temporary Employment Agencies** (hereinafter “The Agency”) - located in the United States - to submit a bid for the **SERVICE OF TEMPORARY EMPLOYMENT AGENCY** as specified at paragraph 3.

1. BACKGROUND

ITA - Italian Trade Agency 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.

For more information on the Italian Trade Agency and its presence in Italy and the world, please visit our website <https://www.ice.it/en/> (Italian/English).

2. AWARDING ENTITY

The Italian Trade Agency (“ITA”) – Los Angeles Office,
12424 Wilshire Blvd, Suite 1400, Los Angeles, 90025 CA
Website: <https://www.ice.it/en/markets/usa/los-angeles>

Ms. Alessandra Rainaldi, Trade Commissioner

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

The ITA Los Angeles Chief Procurement Officer (CPO)/ *Responsabile Unico del Procedimento* (the acronym is RUP in Italian) is Mrs. Alessandra Rainaldi, the ITA Los Angeles Trade Commissioner.

If you have any questions regarding this tender, please send a message to the following email: losangeles@ice.it.

3. **DESCRIPTION OF SERVICES REQUESTED**

The services requested, as part of the "FC", are:

- a) **"Full Temporary Employment Agency Service"** including selection and recruitment of a short list of possible candidates (approx. 3 or 4 people) within a week from the ITA Los Angeles's request, replacement and payrolling Services;
- b) **"Employee Payrolling Service"** for temporary employees recruited by ITA Los Angeles through its own selection procedures, including preliminary Background Check;
- c) **Insurance** for workers in case of missions in Italy (at request).

The Temporary positions which might be requested during the life of the contract, are as follows:

	POSITIONS ON SITE	ITA LOS ANGELES	INNOVIT S.	OVERALL, HOURS WORKED
		12424 Wilshire Blvd, Suite 1400, Los Angeles 90025, CA	FRANCISCO 710 Sansome St. San Francisco CA 94111	
		GROSS HOURLY SALARY RATE (estimate)	GROSS HOURLY SALARY RATE (estimate)	
1	Senior Market Analyst	37.00 - 42.00 USD/hour	47.00 - 52.00 USD/hour	7h/day (*) (5 days/week)
2	Market Analyst	35.00 - 36.00 USD/hour	45.00 - 46.00 USD/hour	7h/day (*) (5 days/week)
3	Junior Market Analyst	26.00 -32.00 USD/hour	36.00 -42.00 USD/hour	7h/day (*) (5 days/week)
4	Administrative Assistant	23.00-30.00 USD/hour	33.00-38.00USD/hour	7h/day (*) (5 days/week)

(*) Actual working hours excluding lunch break (1 hour).

	POSITIONS OFF SITE	Site and Salary rate
1	Hostess (preferably bilingual Italian - English)	to be determined as needed
2	Interpreter (bilingual or trilingual)	to be determined as needed

Please note that the Gross Salary shall include:

- Federal Income Tax Withhold
- California State Income Tax
- Medicare
- Social Security and Retirement (OASDI)
- CASDI CA State Disability Insurance

Job Description

- **Senior Expert Market Analyst** - High specialization in selected industries of interest for ITA Los Angeles office, project manager of promotional program and services, identification of key sector stakeholders and networking, market research, team management.
- **Market Analyst** - Knowledge of specific economic sectors to execute ITA promotional events (trade shows, b2b meetings, seminars, etc.), market research, services and identification of key sector stakeholders and networking, administrative related tasks.
- **Junior Market Analyst** - Support in the organization of ITA events (trade shows, b2b meetings, seminars, etc.), data entry and administrative related tasks.
- **Administrative Assistant** - support in administrative and accounting tasks, data entry, office secretariat.

4. ESTIMATED BUDGET

The **total estimated budget for services rendered during the life of the** framework contract (1 year from the effective date) will not exceed **USD 200,000.00 (two hundred thousand dollars)**.

This amount (USD 200,000.00) includes the gross salary or all-inclusive cost of labor of all temporary employees managed by the awarded bidder, the sum of pay rates and mark-up rate (agency feeds).

The above amount is purely indicative, as ITA reserves the right to avail itself of essential services only.

ITA – Los Angeles Office is not bound to guarantee the level of expenditure indicated herein, which is a mere estimate, based on the provisional projects to be implemented during the life of the contract. The effective budget will be determined on single financed projects base during the above-mentioned contractual period of 1 year.

Given that 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.

5. LIFE OF THE CONTRACT

The contract will last:

- a) one (1) year** starting on the date of signature from both parties.
- b)** until the date the estimated amount of USD 200,000.00 is reached (or such amount increased or decreased by 20% at ITA's discretion) whichever comes first.

The contract will automatically terminate on its expiration date or upon reaching the amount specified above (USD 200,000.00), without any notification between the parties.

There will be no tacit renewal of this contract.

Whether the contract expires on its original date or earlier, the Agency, at the request of ITA, agrees to guarantee the continuation of the services for up to 90 days, at the same prices and conditions, to allow for the gradual transfer of services to a new Agency.

6. MINIMUM REQUIREMENTS FOR PARTICIPATION

To participate in this IFB, the Agency 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 laws (in effect in California and Los Angeles County).
- 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.
- d)** It shall meet the "**General requirements**" pursuant to art. 9 paragraphs 1 and 3 of Ministerial Decree 192/2017 to be rendered through the compilation of Part III, Sections A, B, C and D, of the *Requirements for procurement procedures under the European Union threshold*, (**Annex 2**)

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

7. TENDER DOCUMENTS

The tender documentation includes:

1. Invitation Letter (IFB)
2. Annex 1 - Acceptance of tender requirements
3. Annex 2 - Requirements for procurement procedures under the European Union threshold
4. Annex 3 - Economic Offer

8. REQUIREMENTS FOR THE SUBMISSION OF OFFERS AND DEADLINE

According to Italian law and **under penalty of exclusion**, the offer shall be submitted as follows:

- 1) Submit all the part of the offer, **in one single closed and sealed MAIN ENVELOPE**
- 2) **The MAIN ENVELOPE** must indicate on the outer surface:
**"CONFIDENTIAL - Do not Open - Bid Documents: FRAMEWORK CONTRACT (1 year) FOR THE
"SERVICE OF TEMPORARY EMPLOYMENT AGENCY" - ITA - LOS ANGELES OFFICE**
The MAIN ENVELOPE shall clearly indicate outside the complete information of the sender
(Company name and complete address, including telephone and email).
- 3) The **MAIN ENVELOPE** must be sent **only by express courier (not hand delivery)**,
exclusively at the following address and must be received by ITA Los Angeles Office, **within
12:00 PM (PST) of February 12nd, 2024,**

<p>ITALIAN TRADE AGENCY – LOS ANGELES OFFICE 12424 Wilshire Blvd, Suite 1400 Los Angeles, CA 90025- USA Att. Ms. Alessandra Rainaldi — Trade Commissioner</p>
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The timely delivery of the envelope is at the sole risk of the senders, and ITA assumes no responsibility if they are not received by the deadline or are not intact. No compensation or reimbursement of expenses is due to the economic operators for the presentation of the offer.

It should be noted that "sealing" is to be understood as an airtight seal bearing any sign or imprint, affixed to plastic material such as a glued strip or sealing wax, such as to seal the envelope and envelopes, attest to the authenticity of the original seal coming from the sender, and guarantee the integrity and non-tampering of the envelope and envelopes.

- 4) Furthermore, the envelope shall contain two (2) separate envelopes, both closed and sealed, indicating on the outer surface what follows:

<p>A) ENVELOPE "A" marked ADMINISTRATIVE DOCUMENTATION + NAME of the COMPANY and OBJECT OF THE TENDER</p>

This Envelope must contain, under penalty of exclusion, **the following documents:**

- **Annex 1 - Acceptance of tender requirements**, duly signed for acceptance by the legal or authorized representative of the bidding Agency.
- **Annex 2 - Requirements for procurement procedures under the European Union threshold**, 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).

<p>B) ENVELOPE "B" marked ECONOMIC OFFER + NAME of the COMPANY and OBJECT OF THE TENDER</p>

This Envelope **must contain only the "Economic Offer"** which shall be made in accordance with the terms indicated in this IFB and using the form included in **Annex 3**. **It shall be expressed clearly in numbers and letters and, under penalty of exclusion, must be dated and signed by a legal or authorized representative of the bidding**

Agency.

The offer for the 2 options a) and b) shall be expressed in **Mark-up % / Hour** and must be indicated **ONLY in the Economic Offer Form (Annex 3)**.

The offer must be valid for 180 days from its submission.

Failure to seal envelopes "A" and "B" inserted in the envelope, as well as their lack of integrity such as to compromise confidentiality, are causes of **exclusion from the tender**.

Please do not submit your ECONOMIC OFFER together with your ADMINISTRATIVE DOCUMENTS as that will invalidate your proposal.

No offers shall be accepted and therefore will be excluded from the tender process if:

- they are received after the deadline or have been presented in a form other than that indicated above;
- they are conditional or do not clearly accept the conditions required, create misunderstandings as to the contractor's willingness to adhere fully to the said conditions or the indication of the cost;
- they are incomplete, even if mailed within the stated deadline. An offer is deemed to be incomplete if a bidder does not accept all the terms of this IFB.
- there are multiple offers. Each bidder must participate by submitting a single bid.

Receipt of these bid documents does not imply satisfaction of the bidding requirements.

ITA has the authority to award the contract even if only one bid has been submitted, provided it is deemed valid and worth accepting. Moreover, ITA has the authority not to award the contract, if it deems it appropriate to exercise the right of self-protection and if it finds that the bids received do not comply with the technical and financial contents set forth herein.

In the event of a tie, the companies with identical scores will be called for a draw in public session.

No compensation or reimbursement of expenses will accrue to the invited bidder because of the submission of the bid.

9. EVALUATION PROCESS AND AWARD CRITERIA

The contract will be awarded based on the lowest Mark-up Rate % / Hour as resulting from the average of the two quotations offered (*Full Temporary Employment Agency Service and Employee Payrolling Service*), pursuant to art. 11 of the DM 192/2017.

Non-compliant bids will not be evaluated.

The contracting Authority, before preparing the award, will assess the fairness of the offers pursuant to the provisions of art. 13 c. 1 lett. b) of DM 192/2017. This is without prejudice to the right of the contracting station to verify the fairness of any other offer that, based on specific elements, appears abnormally low pursuant to art. 13 c. 2 of DM 192/17.

Bids opening will take place during an OPEN **Public Session on February 14th, 2024, at 12:00 PM (PST) at ITA Los Angeles office: 12424 Wilshire Blvd, Suite 1400, Los Angeles (CA) 90025.**

Only one (1) legal representative or delegate, for each participating bidder, can participate in the public session.

Should the awarded Agency fail to stipulate the contract or launch the contract within the established terms, the award will be revoked, and the contract awarded to the next economic operator in the ranking list.

10. REMEDY PROCEDURE

Incorrect, incomplete, or irregular contents in envelope "A" Administrative Documentation" will be ascertained and notified to the offering company. Pursuant to the applicable regulations, the offering company with an incomplete application, will be given an opportunity to cure.

Only the shortcomings of any formal element of the "Administrative Documentation" containing in the envelope "A", in particular, the lack, incompleteness, and any other essential irregularity of the elements and of the DGUE, with the exclusion of those relating to the economic offer, can be remedied by preliminary investigation procedure pursuant to the applicable regulations.

For the purposes of the amnesty, the Contracting Authority assigns to the tenderer a reasonable period - not exceeding ten days - for the necessary declarations to be made, integrated, or regularized, indicating the content and the subjects who must make them.

If the tenderer produces declarations or documents that are not perfectly consistent with the request, the contracting authority can request further clarifications or clarifications, setting a peremptory term under penalty of exclusion.

In case of unnecessary elapsing of the deadline, the contracting authority proceeds to exclude the tenderer from the procedure.

The essential irregularities that cannot be remedied are those inadequacies in the documentation that do not permit identification of the content or the person responsible for it.

11. SECURITY DEPOSIT

Before signing the contract, applicable regulations prescribe the submission of a **performance surety bond or a non-transferable cashier's check by the awarded bidder**, that amounts to **10% of the estimated amount of the bid (USD 20,000.00)**.

The deposit must be issued in favor of: **Italian Trade Agency, Los Angeles Office, 12424 Wilshire Blvd, Suite 1400, Los Angeles (CA) 90025.**

The expenses to obtain the performance surety bond shall be the responsibility of the bidder.

The performance surety bond or the non-transferable cashier's check will be returned to the Agency at the conclusion of the contract, after ITA has determined that all obligations and performance of the awarded Agency have been properly performed in accordance with the Framework Contract, the individual service awards, and applicable laws of the State of California.

The final guarantee may be enforced by ITA in the event of fraud or default attributable to the performer.

12. FRAMEWORK CONTRACT SIGNATURE

The awarded Agency shall have the task of providing the Services described in this "IFB".

ITA and the Awarded Agency shall enter a Framework Contract based on the Mark-up % / Hour offered by the bid awarded Agency, for the two types of services requested (Full Temporary Employment Agency Service or Employee Payrolling Service), as resulting from the "Economic Offer".

13. NO SUBCONTRACTS OR TRANSFER OF SERVICES

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

14. SERVICE ORDERS

The above services will be requested with single "Service Orders" (Full Temporary Employment Agency Service or Employee Payrolling Service) signed by the Trade Commissioner, for the staff position requested, that will be charged according to the awarded Mark-up % / Hour Rate.

A service is deemed to have been activated upon request dispatched by e-mail containing all the relevant data specification, including type of service (Full Temporary Employment Agency Service or Employee Payrolling Service), positions requested, length of the contract, required total amount of hours, gross hourly pay rate and any other elements.

The Agency will reply by the same means, acknowledging the request and sending its quotation, according to the framework contract.

ITA does not bind or commit itself in any way to stipulate Service Orders for the above indicated budget, not even for a minimum amount of it. Each Service Order will be issued based on ITA's specific needs of the services regulated in the Framework Contract.

15. AGENCY'S OBLIGATIONS

The Agency 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 Agency undertakes to:

- a) designate at least one agent working to meet ITA's needs and perform the services requested by ITA, whose name shall be communicated to ITA in writing;
- b) make the workers available to ITA within the terms indicated and in any case in good time for the performance of the service requested by ITA;
- c) replace the worker absent for any reason whatsoever, where such replacement is requested by ITA and within the peremptory terms indicated by ITA itself, without further expense to ITA;
- d) to pay in a punctual and integral manner the remuneration due to workers on the basis of these specifications, including all the items specified therein;

e) to deliver to the worker, at the time of stipulation of the employment contract, a copy of the Code of Conduct adopted by ITA, which the worker shall sign for acceptance; a copy of the signed document shall be forwarded to ITA for inspection;

f) sending ITA a copy of the workers' pay slips and any other suitable documentation for the purpose of ascertaining the regularity of the remuneration;

g) the Agency will provide payrolling services, using its own technical equipment and software and without charging ITA for additional costs in connection with the purchase, rental and maintenance of the devices used for the payrolling service. The Agency will ensure accurate on time payroll.

16. ITA'S OBLIGATIONS

ITA undertakes to:

- Pay the Agency the agreed compensation, according to the agreed rates, which is therefore understood to be fixed and invariable for the entire duration of the contract.
- Assign the workers to the tasks indicated in the request for supply, ensuring the same, as far as it is not the responsibility of the Agency, information and training on safety at work.

17. PAYMENTS TERMS

Italian law does not allow advance payments for public contracts.

Therefore, invoices will be settled based on the services rendered, on a monthly basis and addressed to: ITA - Italian Trade Agency — Los Angeles Office, 12424 Wilshire Blvd, Suite 1400, Los Angeles (CA) 90025, to the attention of the Trade Commissioner Alessandra Rainaldi.

The invoice must clearly show separately the paid gross salary and the all-inclusive mark-up fee.

All the necessary information to execute ACH transfers must be included in each invoice and/or communicated to ITA.

Payments will be issued by ITA in USD by direct deposit within 30 days of receipt of an invoice issued by the awarded service provider.

18. RULES OF CONDUCT OF THE AGENCY AND/OR STAFF OF THE AGENCY

In the execution of the contract, the awarded Agency 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. 619/23 on 01/27/2023.

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.

19. 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.

20. 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.

21. 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 ICE-Agenzia at <https://www.ice.it/it/privacy>.

Access to tender documents is governed by Law no. 241 of August 7, 1990.

The only subject in charge of the proceeding [Chief Procurement Officer (CPO)/Responsabile Unico del Procedimento (RUP)] is **Ms Alessandra Rainaldi — The Italian Trade Agency – Los Angeles, Italian Trade Commissioner.**

ITA is an instrumentality of the Government of the Republic of Italy. The interpretation of all the foregoing terms and conditions shall be made by ITA in its sole discretion. Such interpretation shall be final and binding upon all bidders.

Notwithstanding the above, please note that ITA, as a foreign governmental entity with full diplomatic and immunity status, maintains power to irrevocably withdraw the present invitation to bid and/or therefore annul the awarding procedure for any reason and at any point in time without incurring in any liability under any circumstances.

In submitting an offer to the current bid, you understand and expressly agree to waive any claim, legal action, and/or remedy based in law or equity that you may have at the time ITA decides or is forced to withdraw and therefore annul the awarding procedure.

22. WHISTLEBLOWING

The Italian Trade Agency, in compliance with applicable legislation, is committed to taking all reasonable steps to protect whistleblowers who report or disclose information on breaches of the law observed in the context of their work-related activities. The reports, which are kept fully

confidential, are managed through an IT application available on the Homepage of the Italian Trade Agency – ICE website - Whistleblowing section.

If you have any questions regarding **this tender**, please send an email to: losangeles@ice.it. Replies to your questions will be published on the ITA Los Angeles' s website, where this notice was initially posted.

Cordially

Alessandra Rainaldi
Trade Commissioner
Italian Trade Agency – Los Angeles Office

