



Los Angeles Office

Los Angeles 2/16/2024,

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MARKET SURVEY NOTICE

**Events organization for “Meet Italian Creative Industries”
and “Italian Music Showcase” during ITALY AT SXSW
Austin, 8-16 March 2024**

1. INTRODUCTION

The Italian Trade Agency (hereinafter ITA) 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 worldwide from a large network of Trade Promotion Offices linked to Italian embassies and consulates and working closely with local authorities and businesses. In the U.S., the ITA's network operates in New York, Chicago, Los Angeles, Houston, and Miami. The ITA - Los Angeles office (hereinafter ITA - Los Angeles office) is focused on the promotion of the following industries to the US Market: Innovation and Hi-tech, Entertainment, Life sciences, Mobility, Green (Renewables energy, Cleantech, etc.), through a soft-landing platform of services, connections, and promotional programs.

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

2. AWARDING ENTITY

ITA - Los Angeles Office – Trade Promotion Section of the Consulate General of Italy - is located 12424 Wilshire Blvd, Suite 1400 - 90025 Los Angeles (California), Mrs. Alessandra Rainaldi, ITA Los Angeles Trade Commissioner - Email: losangeles@ice.it, Tel +1 (323) 879-0950; Fax +1 (310) 203-8335 – www.ice.it.

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

ITA - Trade Promotion Section of the Consulate General of Italy
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Certificate N. 38152/19/S
ISO 9001 / UNI EN ISO 9001:2015



3. BACKGROUND

On the occasion of the upcoming SXSW to be held in Austin, Texas from March 8 to March 16, 2024, ITA will lead an official delegation of young innovators and startups and representatives from the audiovisual and music industry, as part of the Italian creativity industry.

The ITA’s participation will include the participation at the Creative Industries Expo, with an Italian pavilion, hosting Italian startup pitches, panels and networking.

In this context, ITA is also organizing n.2 following networking events, focused on providing visibility as well as business opportunities to the Italian delegation of artists and companies participating at this year's event., with the potential U.S. business counterpart, both in the technology and audiovisual industries.

Target audience: (potential business partners, venture capitalists, investors, buyers, music supervisors, music labels representatives, booking agents and managers, media).

- 1) Event “*Meet the Italian Creative Industries*” to be held, in Austin, Texas, on March 12, 2024, outside the Convention Center (location to be defined) .

The event will showcase pitching sessions and Italian music artists performances attending the music program at SXSW according to the following program:

- 6:30pm to 7:30pm - Innovation Pitches
- 8 pm to 10:30pm - Italian Music Showcase

- 2) Event “*Italian Music Showcase*” to be held at Marlow (700 East 6th St, Austin, Texas 78704) on March 14, 2024. The event is organized in partnership with Italian Music Export, featuring 5 / 6 Italian artists, according to the following program:

- 7:15pm to 8:00pm – Networking Event
- 8 pm to 1:00pm - Italian Music Showcase

4. SERVICES REQUESTED

The Technical specifications of the required services are set as follows:

N.	Services Requested:	Technical Specification:	Timeline
		a) Selection and rental of location hosting 150 people; b) Rental of A/V support and technical assistance; microphone, amplification and LCD monitor for the pitch, amplification, lights, instruments for live musical performances;	March 12, 2024



<p>1</p>	<p>Organization event: “Meet Italian Creative Industries”</p>	<p>c) Production of a live musical showcase for a maximum of 4 Italian artists participating at SXSW 2024; d) Logistic, technical and organizational coordination of the artists involved (preproduction and production); e) Organizational services for promotion and marketing to a qualified audience of at least 150 professionals (U.S. industry, labels, booking agencies, press, etc.), through: - an invitation and RSVP , via digital platform for event registration. Minimum attendance required 150 people - follow up with a series of 5 short videos, with professionals in the music field to explore important sector business themes (music sourcing and distribution, music supervising, A&R etc) following the event in order to provide educational material for the Italian companies in the sector. - production and print of 1000 flyers for the promotion of the event; g) Insurance coverage for event venue and participants; h) Light catering for 150 people also including n.2 (two) free drink (Italian spritz) for participating guests (300 drink cards); i) final report about the event and list of attendees</p>	<p>March 12, 2024</p>
<p>2</p>	<p>Organization event: “Italian Music Showcase”</p>	<p>a) Rental of A/V support and technical assistance; microphone, amplification, lights, instruments for live musical performances; b) Production of a live musical showcase for a maximum of 6 Italian artists participating at SXSW 2024; c) Logistic, technical and organizational coordination of the artists involved (preproduction and production); d) Organizational services for promotion and marketing to a qualified audience (U.S. industry, labels, booking agencies, press, etc.), through: - an invitation and RSVP , via digital platform for event registration. Minimum attendance required: 80 people - production and print of 500 flyers for the promotion of the event; f) Insurance coverage for event venue and participants; g) Light Drink service: n.1 (One) free soft drink (spritz) for participating guests (150 drink cards); h) final report of the event and list of attendees</p>	<p>March 14, 2024</p>

5. BUDGET

The maximum total amount for the required services during the life of the contract will not exceed **\$ 60,000.00 (Sixty thousand dollars and 00/100 cents)** excluding taxes if applicable, including all production costs or expenses to achieve the required deliverables.

Please note that ITA is a tax-exempt organization.

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.

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 possess the necessary qualifications, in full compliance with local law.
- b) It shall be located in the U.S.
- c) It shall be authorized and licensed to do business in the company's State of residence and in the State of Texas.
- d) It shall hold extreme expertise and understanding in the organization of similar events.

The awarding of the contract will be subject to the verification of these general requirements.

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

IMPORTANT: In case your company is chosen to provide the service, it will be required to register in the ITA's Vendor list (see more details at the following link [Business Vendor Registration](#)).

7. SUBMISSION PROCEDURE AND DEADLINE

Under penalty of exclusion, your company is required to send to the ITA Los Angeles office by email to losangeles@ice.it by **February 23, 2024, at 12:00 pm, (PST)**, indicating in the subject **"NAME OF THE SERVICE - INITIATIVE LOCATION AND TIME"** for ITA Office - Los Angeles", the following documentation:

- **ANNEX 1 - ECONOMIC OFFER**, filled out in each line, including a total quotation at the bottom of the sheet, signed by the legal representative of the company or his delegate.



- **ANNEX 2 - “Requirements for Direct Negotiation Under the European Union Threshold of Euro 40,000.00”** 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).
- **A brief presentation of your company** - Your company's portfolio and information about similar projects executed in the past.

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**, pursuant to art. 11 of DM 192/2017. After identifying the best quotation, the Italian Trade Agency Los Angeles will award and execute the contract. The award will take place even in the presence of a single quotation, as long as it is deemed valid.

9. CONTRACT DURATION

The contract will last from the date of signing until March 16th, 2024.

There will be no tacit renewal of this contract.

10. COMPANY'S OBLIGATIONS

In the execution of the contractual obligations, the awarded company is required to:

- carry out the service with the maximum care and diligence, in accordance with the provisions of this market survey.
- transfer all the produced material and its copyrights to ITA. The Company agrees to transfer to ITA the right to use and reproduce the provided materials (images, videos, contents, etc..) for any purposes and without limitations, in addition to holding ITA harmless from 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.
- designate at least one of their employees as the contact person in charge of providing the services attached herein. The contact person shall ensure the proper execution of services, acting promptly to solve any problem that may arise and answering in a timely manner to any request made by the ITA. The contact person shall not change during the life of the contract, unless rightfully justified by the supplier.
- 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.

- provide all the services set forth herein, using its own technical equipment and without charging ITA for additional costs in connection with the purchase, rental and maintenance of the devices used for design and printing of the materials.

ITA reserves the right to:

- request all the changes that they will deem appropriate before final delivery of the product. Therefore, if the proposed submission does not get first approval, the awarded company shall revise the same based on the instructions provided by ITA until the submission is approved. Please note that approval of the submission by ITA is a prerequisite for the execution of activities and pertaining expenses. The awarded company, in the execution of the above services, shall adhere strictly to the specifications and instructions provided by ITA and shall not make any changes of their own volition. The awarded company shall guarantee that all services are rendered accurately and in full cooperation with the contact persons at the ITA.
- to request changes to the proposal after it has been accepted, without a rise in costs; it also reserves the right, at its sole discretion, to reject the proposals submitted and therefore the winning company agrees to waive all rights to compensation or indemnification of any type.

11. TERMS OF PAYMENT

Payments will be made by ITA in USD as follow:

- 20% at the contract signature and upon receipt of the original invoice.
- 80% at the end of ITA participation at SXSW (March 16, 2024) and upon receipt of the original invoice and the final report and attendees list. **Please note:** prior to the payment of the final invoice, a “Certificate of Regular Execution” will be issued by ITA, to certify that the service was fully completed in accordance with the terms agreed.

Payment will be made within thirty (30) days upon receipt of the original invoice, addressed to the attention of Director Alessandra Rainaldi - Italian Trade Commission - 12424 Wilshire Blvd, Suite 1400, 90025, Los Angeles, CA.

The ITA Los Angeles Office makes 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.

12. PENALTIES

For each day of delay in delivery or non-compliance with the technical specifications of the contract contained herein, a penalty up to ten percent (10%), calculated on the value of the individual service rendered, net of any claim for greater damages, shall be applied.



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

In the execution of the contract, the 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 Directors by resolution no. 619/23 on 01/27/2023.

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

14. 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 (<https://www.ice.it/it/whistleblowing>).

15. 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.

16. PRIVACY AND DATA TREATMENT

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>.

Contractor agrees, where required by law, that its corporate data and information will be stored and published on ITA website among which, Contractor name; address; amount of consideration.

17. 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.

18. CONTACT PERSON

If you have any questions regarding this market survey notice, please contact: Raffaele Rinaldi - Email: r.rinaldi@ice.it.

Cordially,

Alessandra Rainaldi
Trade Commissioner
Italian Trade Agency – Los Angeles Office

