



Los Angeles Office, May 23th, 2024

P. n. **0060144/24**

RUP: **Alessandra Rainaldi CO.GE:**

**65382/671302/672402003/651902**

COAN: **Various CdC: 3CB2**

## **MARKET SURVEY NOTICE**

### **FRAMEWORK CONTRACT**

### **“TRAVEL ORGANIZATION SERVICES” FOR THE ITALIAN TRADE AGENCY (ITA) – LOS ANGELES OFFICE 1 year (12 months)**

*The Italian Trade Agency (ITA)- Los Angeles Office is launching a request for quotation for “**TRAVEL ORGANIZATION SERVICES**” – for one year contract - to be assigned by direct negotiation pursuant to art. 7 paragraph 2 letter. a) of Ministerial Decree 32/2024.*

#### **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.

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).

The Italian Trade Agency - 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.

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

The Italian Trade Agency ("ITA") – Los Angeles Office 12424 Wilshire Blvd, Suite 1400, 90025, Los Angeles, CA

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

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.

E-mail: [losangeles@ice.it](mailto:losangeles@ice.it), Tel: (323) 879 0950 - Fax: (310) 203 8335.

#### **3. CONTENT OF THE REQUESTED SERVICES**

The Travel organization services will be provided for ITA's personnel as well as other individuals such as buyers, importers, distributors, journalists, etc.) invited by ITA to attend its promotions events, namely business missions, whose costs are borne by ITA.

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

	ITEM	TECHNICAL SPECIFICATIONS	Estimated services per year
1	<b>Flight booking and ticketing</b>	<ul style="list-style-type: none"> <li>● Booking</li> <li>● Ticketing issuing</li> <li>● Delivery of travel documents;</li> <li>● Changes of reservations;</li> <li>● Cancellation and refunding;</li> <li>● Invoicing and reporting;</li> </ul>	100
2	<b>Railways booking and ticketing</b>	<ul style="list-style-type: none"> <li>● Booking</li> <li>● Ticketing issuing</li> <li>● Delivery of travel documents;</li> <li>● Changes of reservations;</li> <li>● Cancellation and refunding;</li> <li>● Invoicing and reporting;</li> </ul>	20
3	<b>Hotel accomodation</b>	<ul style="list-style-type: none"> <li>● Booking</li> <li>● Ticketing issuing</li> <li>● Delivery of travel documents;</li> <li>● Changes of reservations;</li> <li>● Cancellation and refunding;</li> <li>● Invoicing and reporting;</li> </ul>	100
4	<b>Vehicles rental, with or without driver</b>	<ul style="list-style-type: none"> <li>● Booking</li> <li>● Ticketing issuing</li> <li>● Delivery of travel documents;</li> <li>● Changes of reservations;</li> <li>● Cancellation and refunding;</li> <li>● Invoicing and reporting;</li> </ul>	30

Delivery of requested services shall meet these further specifications:

1. Offering the most convenient travel itineraries, both economically and timely, with reference to destinations required;
2. Assistance in planning, organizing and providing domestic and foreign travel, with international air carriers authorized by ITA, without stopovers or with a maximum of one stopover, for FITs or groups, fulfilling specific needs as indicated each time by ITA;
3. Providing always options for changing bookings or for new bookings and/or issuance of new tickets when necessary, without any penalty charged to ITA;
4. Providing always three flight options for selecting;
5. Providing always 100% refund to ITA of air ticket costs in case of cancellation or no-show on the part of the operator(s); in this regard, the agency will be allowed to ask the operators to provide their credit cards to guarantee the ticket(s) issued, informing them that they will be directly responsible for any unjustified flight cancellations;
6. Providing solutions to unexpected problems without any penalty (for instance, strikes, flight delays or cancellations due to documented and compelling family reasons, bad weather conditions, etc.);
7. Providing information relating to passports, visas, papers, flight delays or cancellations etc.;
8. Assistance on travel arrangements for delegations representing the Administration abroad and mutual exchanges.

The agency shall meet the following mandatory conditions:

1. Guarantee the satisfaction of each service request by ITA within a regular 48 hours-time limit (working days), with a tolerance until 72 hours for sound proven technical or operational reasons;
2. Designating a Dedicated Travel Agent (meeting all requirements mentioned below under point 5.) available full-time for meeting the needs and coordinating all services requested by ITA;
3. Delivery or making available all official travel documents also in Italy or other countries, when requested, in digital or paper version;
4. Guarantee an operational effective service every day from Monday to Friday, from 9:00AM to 7:00PM, covering all time zones valid in the whole national territory of the USA;
5. Operating with staff of proven reliability, with a minimum experience of 3 years in the position, to be always available for meeting requests by ITA at indicated time (see above point n. 4), holding all mandatory professional qualifications as required by all relevant US federal, state or local laws and regulations;
6. Providing always in each communication names and contact details of all its employees, Italian or English speaking, in charge of delivering services requested by ITA;
7. Apply always the best fares available on the market by airline carriers as well as those related to special agreements with carriers;
8. Activate a dedicated phone line for assistance to all ITA US Offices active 24/7 (24 hours a day, 7 days a week) - as well as a "toll-free phone number" accessible from Italy - in order to satisfy all emergency requests also during weekends and holidays;
9. Providing ITA with all data analytics and statistical figures that will supporting ITA's control and monitoring of the services delivered, including the maximizing of all expenses;
10. Issuing and delivery of all kinds of airway and railways tickets or any other kind of transportation requested;
11. Providing 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 bookings and ticketing;
12. Take entirely on its own charge all payments due to third providers (air carriers, railways companies, hotels, bus or car rental companies, etc.) in order to acquire travel services on behalf of ITA, releasing ITA from any liability on the matter.

#### **4. BUDGET**

The total estimated amount for the required services during the life of the contract (1 year) will not exceed **\$140,000.00 (one hundred forty thousand dollars and 00/100 cents)** all inclusive (all taxes and duties, fees, and expenses as well as any associated costs or expenses to achieve the required deliverables).

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

ITA Italian Trade Agency – 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 in the 1 year of life of the contract. The effective budget will be determined on single financed projects based during the period above mentioned.

Besides, 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 AND SIGNATURE**

The contract will last 12 months, from the date of its entry into force, and will automatically end on its expiration date or upon reaching the amount specified above (**\$ 140,000.00**), without any notification between the parties.

**There will be no tacit renewal of this contract.**

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

To participate in this Market Survey, the company participating shall meet the following requirements referred to in Art. 9 of Ministerial Decree 32/2024:

- A. It shall be eligible and possess the necessary qualifications, in full compliance with local law.
- B. It shall be authorized and licensed to do business in the company's State of residence.
- C. It shall be located in the U.S.

If the company should fail to keep these 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. PROCEDURE APPLICATION AND DEADLINE**

**Under penalty of exclusion**, your company is required to send by email to [losangeles@ice.it](mailto:losangeles@ice.it) by **June 6<sup>th</sup>, 2024, at 12:00 pm**, (PST), indicating in the subject line "Travel Organization Services for ITA Office - Los Angeles", the following documentation:

- **ANNEX 1 - "Travel Organization Services Quotation" filled out in each line, including a total quotation at the bottom of the sheet. It must be 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).**

No offer shall be accepted after the deadline. Incomplete offers shall be excluded.

#### **8. AWARDING CRITERIA**

The contract will be awarded to the Agency that has presented the **lowest price** in terms of Agency fee for the Mark-up %, as resulting from the average of the four quotations offered.

**ITA – Los Angeles Office 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 ITA finds that the bids received do not comply with the technical and financial contents set forth herein.

#### **9. AWARD NOTIFICATION AND EXECUTION OF THE CONTRACT**

After identifying the best offer, ITA – Los Angeles Office will award and execute the framework contract.

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

#### **10. SERVICE ORDERS**

The above services will be requested with single "Service Orders" signed by the ITA Trade Commissioner. A service is deemed to have been activated upon request and dispatched by e-mail containing all the relevant data specifications of the service. The Company will reply by the same means, acknowledging the request, and sending its quotation, according to the framework contract.

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

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

The contracted Company undertakes to:

- a) **Execute** all services under the conditions set forth in this notice.
- b) **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.

**c) 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.

**e) 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.

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

Payments will be made by ITA in USD, after **signing each single "Service Order"**, once the service has been rendered, within 30 days of receipt of a regular invoice issued by the contracted company and addressed to: Attn. Alessandra Rainaldi - Italian Trade Commission - 12424 Wilshire Blvd, Suite 1400, 90025, Los Angeles, CA.

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.

#### **13. PENALTIES**

For each day of delay in delivery or non-compliance with the technical specifications of the contract contained herein and the additional specifications provided by the contracting entity, a penalty of two percent (2%), calculated on the value of the individual service rendered, net of any claim for greater damages, shall be applied.

#### **14. 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".

#### **15. REFERRAL RULES**

For all other terms and conditions not regulated herein, please refer to the provisions of Ministerial Decree 32/2024; 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.

#### **16. 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.

#### **17. 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.

**18. 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>).

**19. CONTACT PERSON**

If you have any questions regarding this market survey notice, please contact: Lucia Natale - Email: [losangeles@ice.it](mailto:losangeles@ice.it).

Cordially,

Alessandra Rainaldi  
Trade Commissioner  
Italian Trade Agency – Los Angeles Office