



ITALIAN TRADE AGENCY

New York, 2/14/2023

Prot. 0018628/23

RUP: Antonino Laspina

CIG: 96531932DE

CO.GE: 651502019 (Fee)
652502004 (Rate)

COAN: Various

CdC: 3CB1

BID FOR THE "SERVICE OF TEMPORARY EMPLOYMENT AGENCY" (FULL SERVICES OR PAYROLLING SERVICES) FOR FRAMEWORK CONTRACT (2 years)

FOR THE ITALIAN TRADE AGENCY (ITA) - NEW YORK OFFICE

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") –New York Office,
33 East 67th Street, New York, NY 10065

Website: <https://www.ice.it/en/markets/usa/new-york>

Mr. Antonino Laspina , Trade Commissioner of The Italian Trade Agency New York Office

E-mail: newyork@ice.it_Tel (212) 980.1500- Fax (212) 758.1050

The ITA New York Chief Procurement Officer (CPO)/ *Responsabile Unico del Procedimento* (the acronym is RUP in Italian) is Antonino Laspina , the ITA New York Trade Commissioner.

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

3. DESCRIPTION OF SERVICES REQUESTED



ITALIAN TRADE AGENCY

ITA – New York Office (hereinafter “ITA”) pursuant to art. 7 co. 2, lett. b) of DM 192/2017, within a 2 years “Framework Agreement”, invites **Temporary Employment Agency** (hereinafter “The Agency”) - located in the United States - to submit a bid for the hourly fee (Mark up in % per hour on top of the gross hourly salary) for the following services:

- a) **the “Full Temporary Employment Agency Service”,** Replacement and Payrolling Services
- b) the **“Employee Payrolling Service”.**

Job positions that may be required by ITA during the term of the contract (2 years)

POSITION	GROSS HOURLY SALARY RATE (*) offered by ITA (estimate)	OVERALL HOURS WORKED
Temporary Market Analyst	24.00 - 32.00 USD/hour	8h/day (**) (5 days/week)
Temporary Junior Market Analyst	22.00 -28.00 USD/hour	8h/day (**) (5 days/week)

(*) *The Gross Salary shall include:*

- *Federal Income Tax Withhold*
- *New York State Income Tax*
- *Social Security and Retirement (OASDI)*

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

Job Description

- *Market Analyst: knowledge of specific economic sectors, market research and drafting trade-related documents organizing ITA events: collective participation in trade shows, b2b meetings, seminars, etc., identification of key sector stakeholders and networking.*
- *Junior Market Analyst: support in the organization of ITA events: collective participation in trade shows, b2b meetings, seminars, etc., creating mailing lists, and drafting administrative-related documents.*

4. ESTIMATED BUDGET

ITA is a tax-exempt organization and as a governmental Agency must follow strict public procurement requirements in terms of assembling this IFB and awarding contract.

With reference to the Services of the IFB, the **overall estimated budget** available during the life of the contract (2 years from the effective date) is **USD 150,000.00 (One hundred fifty thousand dollars).**

The above indicated amount (USD 150,000.00) includes pay rate and mark-up rate.

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

ITA – New York 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 2 years.

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) 2 years (two) or
- b) until the date the estimated amount of USD 150,000.00 is reached (or such amount increased or decreased by 20% at ITA's discretion)

whichever comes first and will be effective on the date of signing.

The contract will automatically terminate on its expiration date or upon reaching the amount specified above (USD 150,000.00) without any notification between the parties.

There will be no tacit renewal of this contract.

The Contracting Authority (ITA) reserves the right to request an extension of the effectiveness of the contract limited to the time strictly necessary for the conclusion of the procedures for the identification of a new contractor (see art. 106, paragraph 11, Legislative Decree 50/2016 and subsequent amendments and additions) at the same prices and conditions or more favorable for the Contracting Authority.

MINIMUM REQUIREMENTS FOR PARTICIPATION

In order 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 New York).
- b) It shall be authorized and licensed to do business in the company's State of residence and in the State of New York.
- 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 3)*

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

6. TENDER DOCUMENTS

The tender documentation includes:

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

7. ECONOMIC OFFER

To present the Economic Offer, please:

- ***read carefully this IFB;***
- quote the **Mark-up Rate % / Hour (on top of the Gross Hourly Salary, see point 3 above) for each of the following services:**
 - 1) Mark-up for the ***"Full Temporary Employment Agency Service"*** (including Employee Recruitment, Replacement and Payrolling services)
 - 2) Mark-up for the ***"Employee Payrolling Service"***.

8. REQUIREMENTS FOR THE SUBMISSION OF PROPOSALS AND DEADLINE

According to Italian law and **under penalty of exclusion:**

- 1) **The Main Envelope** shall clearly contain **TWO internal separate ENVELOPES**, both closed and sealed, respectively:

"A – Administrative Documentation"

"B – Economic Offer"

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**.

- A) **ENVELOPE "A" marked ADMINISTRATIVE DOCUMENTATION + NAME of the COMPANY and OBJECT OF THE TENDER**

In this Envelope the bidder, **under penalty of exclusion**, must submit the following **documents signed** by its director or management member:

1. **Annex 1** – Acceptance of tender requirements, **duly signed for acceptance**.
2. **Annex 3** - *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)**.

ENVELOPE "B" marked ECONOMIC OFFER + NAME of the COMPANY

This envelope **must contain only the “Economic Offer”** for the entire activity requested, to be completed in accordance with the attached **Annex 2**. **It shall be expressed clearly in numbers and letters and, under penalty of exclusion, must be dated and signed by the director or managing member of the bidder.**

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

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

- 2) The **Main Envelope** containing all the part of the offer, must be sealed and send, **only by express courier (not hand delivery)**, to the ITA New York office, at the following address:

ITALIAN TRADE AGENCY – NEW YORK OFFICE
33 East 67th street
New York, NY 10065- USA
Att. Mr. Antonino Laspina — Trade Commissioner

- 3) **The Main Envelope** must be received by the Italian Trade Agency, New York Office, **within 12:00 PM (EST) of February 28th, 2023**, exclusively at the address indicated above.

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) **All parts of the offer** must be submitted in **one single closed and sealed envelope (“MAIN ENVELOPE”)**, **that must bear, outside, the complete information relating to the competing economic operator** (Company name, TAX ID number, and complete address, including telephone and email, where all subsequent notices shall be sent).

- 5) **The Main Envelope** must also indicate on the outer surface:
"CONFIDENTIAL - DO NOT OPEN - Bid Documents: FRAMEWORK CONTRACT (2 years) FOR THE “SERVICE OF TEMPORARY EMPLOYMENT AGENCY” (FULL SERVICES OR PAYROLLING SERVICES) - FOR THE ITALIAN TRADE AGENCY (ITA) NEW YORK OFFICE – CIG: 96531932DE

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 be 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. SECURITY DEPOSIT

Under Italian Law (D.Lgs. 50/2016, commonly referred to as "Codice Appalti), the winner of the bid must submit **a performance surety bond or a non-transferable cashier's check** that amounts to **10% of the estimate amount of the bid (USD 15,000.00) before signing the contract**. 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 New York.

The performance surety bond or a non-transferable cashier's check, whichever you choose, must be issued in favor of: **Italian Trade Agency, New York Office, 33 East 67th Street, New York, NY 10065**

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

10. REMEDY PROCEDURE

Incorrect, incomplete or irregular contents in envelope "A" Administrative Documentation" will be ascertained and notified to the offering company. Pursuant to Art. 83, Par. 9 of Legislative Decree no. 50/2016, 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 art. 83, paragraph 9 of the Legislative Decree no. 50/2016.

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. NO SUBCONTRACTS OR TRANSFER OF SERVICES

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

CRITERIA FOR THE AWARD OF THE TENDER AND ANOMALY OF THE OFFER

According to art. 11 of the above DM 192/2017, **the service will be awarded to the Agency presenting 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*)

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.

12. EVALUATION PROCESS

The bid documents will be opened and examined in a **Public Session on March 2nd, 2023 at 12:00 PM via a Google Meet video meeting** at which time we will determine the acceptability of the bidding packages received as well as of the administrative documents enclosed in the Envelope A. The link and more details will be communicated, via email to the email address provided for communications. If everything will be in order ITA's authorized officer will proceed to open, in **Public Session**, the Economic Offer enclosed in the Envelope B.

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.

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

13. 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”.

14. SERVICE ORDERS

Based on budget authorizations on single projects, ITA will issue single “Service Orders”, requesting to the bid awarded Agency single services (Full Temporary Employment Agency Service or Employee Payrolling Service) for the staff position requested, that will be charged according to the awarded Mark-up % / Hour Rate.

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.

The time frame of the Framework Contract will be approximately 2 years, starting from the effective date of the contract.

15. HOW THE SERVICE IS ACTIVATED

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 will confirm the service with a “Service Order”, signed by the Trade Commissioner, as stated at point 16.

16. 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) meet the requests from ITA as quickly as possible;

- c) make the workers available to ITA within the terms indicated by ITA and in any case in good time for the performance of the service requested by ITA;
- d) replace the worker absent for any reason whatsoever, where such replacement is requested by ITA and within the preemptory terms indicated by ITA itself, without further expense to ITA;
- e) 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;
- f) 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 ITA shall deliver to the Agency), which the worker shall sign for acceptance; a copy of the signed document shall be forwarded to ITA for inspection;
- g) sending ITA a copy of the workers' pay slips and any other suitable documentation for the purpose of ascertaining the regularity of the remuneration;

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.

17. 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.
- Only for the service "Employee Payrolling Service", ITA will inform the Agency of the name of the personnel to be employed, previously identified through its own selection procedures. In this case, the Agency will provide the Payrolling Service only in relation to the person indicated by ITA.

18. PAYMENT TERMS

Italian law does not allow advance payments for public contracts. Therefore, the payment will be made after signing each single "Service Order" and once service has been rendered.

Payments will be made by ITA in USD within 30 days of receipt of an invoice made out to: ITA - Italian Trade Agency — New York Office 33 East 67th Street, New York NY , issued by the awarded service provider.

Invoices will be settled by direct deposit based on the services rendered. All the necessary information to execute ACH transfers must be included in each invoice and/or communicated to ITA.

In this regard, we inform you that this tender is identified by the C.I.G. code indicated in the object that must be reported in the reason for payment.

Prior to the stipulation of the contract, the successful bidder is required to provide a specific definitive guarantee, pursuant to art. 15 c. 1 of Ministerial Decree 192/2017 in accordance with what is regulated in point no. 10 "Security Deposit.

19. PAYMENT OF THE CONTRIBUTION TO ANAC

Pursuant to art. 1 of the ANAC Resolution no. 1174 of 19 December 2018, when contracting Authority is operating abroad; the contracting Authority and the economic operators are exempt from paying the contribution.

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. 547/21 on 02/23/2021.

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.

20. 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.

21. COMPETENT JURISDICTION

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

22. 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 **Mr. Antonino Laspina — The Italian Trade Agency – New York , Italian Trade Commissioner.**

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

The bidding process is governed under art. 36, Par. 2, Lett. b of Legislative Decree 50 of April 18, 2016 ("Codice degli Appalti") which governs public procurements in Italy.

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.

23. WHISTLEBLOWING

By accessing the website 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).

If you have any questions regarding this tender, please contact: Paola Guida - Deputy Director, Fashion & Beauty Italian Trade Agency – New York Office - Email: newyork@ice.it

Cordially.

Antonino Laspina
Trade Commissioner
Executive Director for the USA
(Firma in originale)

