

INVITATION FOR BID (IFB)

Custom Booth Rental for BAR CONVENT BROOKLYN 2024 (6/11-6/12)

CO.AN. U231C02701

Maximum budget for this tender is \$ 70,000.00

Deadline to submit bid is May 10th, 2024

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 network of offices worldwide linked to Italian Embassies and Consulates and works closely with local authorities and businesses. In the United States, 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 around the world, please visit our website at [https://www.ice.it/en/\(Italian/English\)](https://www.ice.it/en/(Italian/English)).

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>

Ms. Erica Di Giovancarlo, Trade Commissioner of the Italian Trade Agency in New York

Office email: Newyork@ice.it, Tel. (212) 980-1500, Fax (212) 758-1050

The ITA New York Chief Project Officer (CPO)/ Responsabile Unico del Progetto (the acronym is RUP in Italian) is Raimondo Lucariello, Head of Food and Wine at the ITA New York.

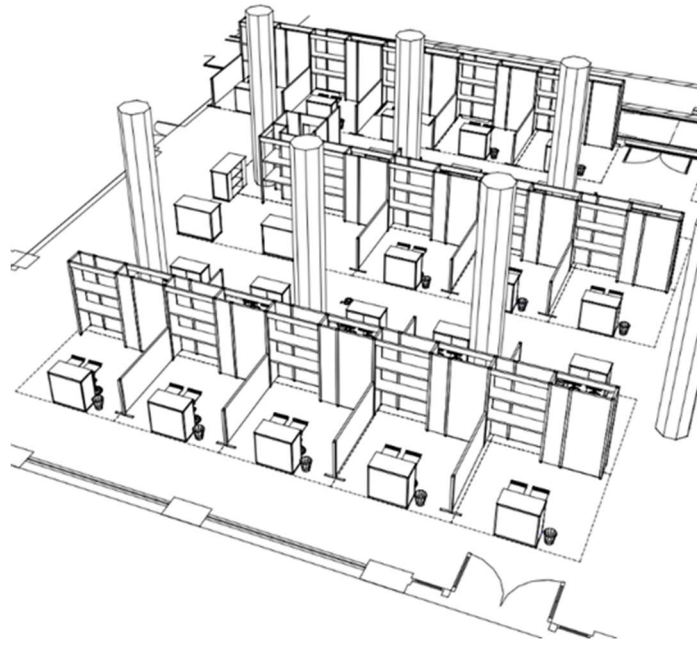
DESCRIPTION OF SERVICES REQUESTED

ITA – New York Office (hereinafter “ITA”) pursuant to art. 7 co. 2, lett. a) of DM 192/2017 and as modified by DM 32/2024 of 17 January 2024, is currently conducting a call for proposals regarding its participation at the upcoming trade show **Bar Convent Brooklyn**, organized by RX Global and scheduled to take place from **June 11-12, 2024**, at **Industry City** in **Brooklyn, New York**.

We request your best proposal for the following services:

1. BOOTH CONSTRUCTION AND DECORATION

The winning vendor will provide the construction, decoration, and dismantling of a total of 19 booths comprising a total area of 2,000 square feet. Each booth must be fitted with hard wall construction, using white panels and silver metal, and featuring both custom shelving units of at least 3 shelves and back wall graphic panels as envisioned in the following mockup example:



Note: This mockup is not to scale and is intended solely as an example. Bids omitting a scale mockup of your proposal will be deemed incomplete and will not be considered.

The total of 19 booths are segmented as follows:

- **Eighteen (18) 10'x10' booths**, reserved for the participating Italian companies, each with these furnishings:
 - **1** exhibition counter/cabinet with bar top with a lockable storage cabinet, made of materials and decorated commensurate with the overall pavilion design, of a scale suitable to pour, demonstrate and display products upon.
 - **2** stools made of materials and decorated commensurate with the overall pavilion design.
 - **1** wastebasket made of materials and decorated commensurate with the overall pavilion design.
 - **No less than 1** in-floor duplex electrical outlet adjacent to the counter/cabinet (see *mockup*) suitable for the use of general appliances.
 - **No less than 3** LED spotlights (300w equivalent) arranged to illuminate the bar top, signage, and back wall graphic panel of each booth.
 - Additional outlets and power supply **as needed** to accommodate the LED spotlights and arranged in a way to minimize the view of power cords and eliminate safety hazards.
 - Half-wall dividers made of materials and decorated commensurate with the overall pavilion design, **as needed** along every interior booth border (see *mockup*).
- **One (1) 10'x20' booth**, reserved for the Italian Trade Agency, with these furnishings:
 - **2** exhibition counters/cabinets with bar top with a lockable storage cabinet, made of materials and decorated commensurate with the overall pavilion design, of a scale suitable to pour, demonstrate and display products upon.

- **4** stools made of materials and decorated commensurate with the overall pavilion design.
- **2** wastebaskets made of materials and decorated commensurate with the overall pavilion design.
- **No less than 2** in-floor duplex electrical outlets adjacent to the counter/cabinet (see *mockup*) suitable for the use of general appliances.
- **No less than 4** LED spotlights (300w equivalent) arranged to illuminate the bar tops, signage, and back wall graphic panels of the booth.
- Additional outlets and power supply **as needed** to accommodate the LED spotlights and arranged in a way to minimize the view of power cords and eliminate safety hazards.
- Half-wall dividers made of materials and decorated commensurate with the overall pavilion design, **as needed** along every interior booth border (see *mockup*).
- **1** Storage Closet constructed behind or adjacent to the custom shelving unit with a lockable door.

The winning vendor must provide the Italian Trade Agency with any and all leased structures and furnishings in a good state of maintenance, suitable for the uses indicated in this project, and in conformity with the laws of the State of New York. The winning vendor will also be fully responsible for the drayage charges related to exhibit rental.

All materials must be per what is required and of good quality, and all inflammable materials must conform to the anti-fire regulations in force in the State of New York.

The Italian Trade Agency reserves to itself the right to ask for the removal, at the expense of the winning vendor, of all those materials which are not per requirements. Under the requirements of the Italian Trade Agency, the constructions must be completed with the necessary electrical installations, in conformity with applicable State and local regulations.

The winning vendor must prepare, at its care and expense, every document requested by the Organizer for the execution of setup, the certificates of fire safety, electrical system for lighting and motive power, etc.

2. PRINTING

The winning vendor will furnish and affix printed signage throughout the pavilion, including the following:

- **Ca. 20** Panel Graphics designed to the specifications of, and affixed to, each exhibition counter/cabinet with bar top provided in the booth construction and decoration.
- **Ca. 20** Panel Graphics designed to the specifications of, and affixed to, each back wall graphic panel provided in the booth construction and decoration.
- **One (1)** four-sided or circular hanging or tower-mounted banner with the “ITALIA” pavilion logo. (*Logo to be provided by the Italian Trade Agency*).

All printed signage will be to the specifications necessitated by the exact dimensions of the booth construction and decoration and must be provided by the winning vendor to the Italian Trade Agency. Graphic files will be provided to the appointed contractor.

3. SHOW SERVICES

The winning vendor will provide services to the Italian Trade Agency on-site for the duration of the exhibition. Representatives, workers and/or subcontractors of the winning vendor must:

- Assist the staff of the Italian Trade Agency during the booth construction, decoration, and setup,
- Ensure the cleanliness of the entire 2,000 square feet of exhibition area throughout the duration of the exhibition,
- Maintain all leased equipment in a good and usable state throughout the duration of the exhibition,
- Remove and return all leased equipment and furnishings, and render the entire 2,000 square feet of exhibition area to its original state in accordance with the instructions set forth by the show organizers and/or exhibition venue, at the conclusion of the exhibition.

The winning vendor will also be fully responsible for the drayage charges incurred by the Italian Trade Agency and all 18 participating Italian companies.

Furthermore, the winning vendor must ensure that at least one project manager is available on-site throughout the duration of the exhibition to supervise the execution of this project autonomously and provide support and assistance to the Italian Trade Agency and its affiliates as needed and as requested.

The website for the exhibitor manual and where to find other show information is available here:

<https://www.barconventbrooklyn.com/en-us/exhibitors/exhibitor-resources.html>

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.

There is a maximum budget of **\$ 70,000.00** available for this project. This budget is final, and the awarded entity is responsible for all costs incurred to provide the requested services, including labor, materials, and utilities including electricity consumed at each booth.

MINIMUM REQUIREMENTS FOR PARTICIPATION

In order to participate in this IFB, the Company shall meet the following requirements (referred to in art. 9 of Ministerial Decree 192/2017 and as modified by DM 32/2024 of 17 January 2024):

- 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 and as modified by DM 32/2024 of 17 January 2024 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 4)**

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

TENDER DOCUMENTS

The tender documentation includes:

- Invitation Letter
- Annex 1 - Acceptance of tender requirements
- Annex 2 – Affidavit under New York and Italian Law (D.Lgs. 36/2023) with notarized signature
- Annex 3 - Economic Offer
- Annex 4 - Requirements for procurement procedures under the European Union threshold
- Annex 5 - Integrity Addendum.

ECONOMIC OFFER

To present the Economic Offer, please:

- ***read carefully this IFB;***
- The service will be awarded to the Company presenting the most advantageous offer

REQUIREMENTS FOR THE SUBMISSION OF PROPOSALS AND DEADLINE

According to Italian law and under penalty of exclusion:

1. **The Main Envelope shall clearly contain THREE internal separate ENVELOPES, both closed and sealed, respectively:**

“A – Administrative Documentation”

“B – TECHNICAL BID

“C - ECONOMIC OFFER

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

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 2 – Affidavit under New York and Italian Law (D.Lgs. 36/2023) with notarized signature**
3. **Annex 4 - 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).**
4. **Annex 5 - Integrity Addendum.**

The bidder needs to indicate the company name on the outside of the envelope and to sign their name across the flap.

Incorrect, incomplete or irregular contents in envelope **A** for documentation can be remedied, pursuant to Art. 101, c. 1, Par. 9 of Legislative Decree No. 36/2023. The results will be put on record.

ENVELOPE "B" should be labeled **TECHNICAL BID** and contain the technical description, featuring photos and/or a high-quality 3d rendering with technical specifications and samples of all elements of the pavilion, if appropriate but **NO PRICING INFORMATION**. **The bidder needs to indicate the company name on the outside of the envelope and to sign their name across the flap.**

ENVELOPE "C" 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 3**. **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 bidder needs to indicate the company name on the outside of the envelope and to sign their name across the flap

1. The prices offer must be indicated **ONLY in the Economic Offer Form (Annex 3)**

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

ENVELOPE "D" should be labeled **"DO NOT OPEN"** - **Contains an offer in response to the request for bid for Custom Booth Rental for BAR CONVENT BROOKLYN 2024 (6/11-6/12) and also indicate your company name and an email address** and contain within it the three above listed envelopes which "in toto" constitute your bid. **Bidder needs to sign their name across the flap.**

Do not make any reference to costs for this bid in Envelopes A or B as this will disqualify your bid.

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**

The Main Envelope must be received by the Italian Trade Agency, New York Office, **within 12:00 PM (EST) of May,10 2024**, 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.

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).

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 case of **equal economic offers** among two or more bidders, during the public session the ITA’s officer in charge of the bid procedure will be requesting to the representatives of bidding companies attending the session whether they would like to submit a down offer.

In that case the bid will be awarded to the company that will offer the **lowest**. If none of the bidding companies will be represented during the public session, ITA will follow the procedure according to art. 77 of R.D. 827/1924, including, if necessary, a **formal draw procedure** in a new public session, in order to select the awarded bidding company among those with equal best offer.

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

REMEDY PROCEDURE

Incorrect, incomplete or irregular contents in envelope "A" Administrative Documentation” will be ascertained and notified to the offering company. Pursuant to Art. 101 of Legislative Decree no. 36/2023, 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. 101 of the Legislative Decree no. 36/2023.**

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.

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

The service will be awarded to the Company presenting the most advantageous offer, and each proposal will be evaluated in accordance with the following itemized criteria and corresponding points scale:

CRITERA	VALUE <i>Expressed in points</i>	RANGES <i>Expressed in points</i>
Price	Max 30	<i>Value Defined Below</i>
Overall aesthetics of the design	Max 40	Defined by the average votes of the awarding commission: Excellent – up to 40 Good – up to 30 Adequate – up to 20 Poor – up to 10 Not Submitted - 0
Quality of materials used	Max 20	Metal, Glass, and Wood: Excellent – up to 20 Metal only: Good – up to 15 Glass only: Adequate – up to 10 Wood only: Poor – up to 5 Not Submitted – 0
Prior Experience with National Pavilions	Max 10	4+ Prior Pavilions: Excellent – up to 10 3 Prior Pavilions: Good – up to 8 2 Prior Pavilions: Adequate – up to 5 1 Prior Pavilion: Poor – up to 2 No Prior Pavilions – 0

The price scoring shall be calculated according to the following formula:

Points= 30x (Pmin divided by Poff), where:

Pmin: is the lowest price offered by any of the bidders

Poff: is the price offered by your company

The other points will be awarded on a subjective scale by the awarding committee.

Complete proposals must include a technical bid featuring photos and/or a high-quality 3d rendering with technical specifications and samples of all elements of the pavilion, if appropriate.

Please note that quotations omitting any of the above-requested services will be deemed incomplete and will not be considered.

EVALUATION PROCESS

The opening of envelope “**ADMINISTRATIVE DOCUMENTATION**” will be opened and examined in a **Public Session on May 13, 2024 at 3:00 PM in presence at ITA OFFICE** which may be attended only by one authorized representative from each bidding company.

The President of the Selection Committee will open only the bids received by the deadline, per the order they were listed in the Register and will ascertain that the envelopes contain envelope “ADMINISTRATIVE - Documentation”, “B - Technical Bid”, “C - Financial Bid”. The President will then review the documentation contained in envelope "A - Documentation"; only those bidders who are in compliance with the rules of the Call for Bids and the rules contained herein will continue to the next phase. The President will put the results on record and at the end of the public session the minutes will be taken.

Ascertainment of failure to show compliance with the requirements will disqualify companies from bidding, however under certain conditions corrections/compliance are allowed.

The Selection Committee consists of members appointed by the Commissioner of ITA of New York; the Committee, in one or more closed sessions, will review and evaluate the content of envelopes "B - Technical Bid", assigning a score to each bid and putting the results on record.

The Selection Committee, in an open session (**May 13, 2024 at 3:15 PM EST**), will then review and evaluate the contents of envelopes “C - Financial Bid”, assigning a score to each bid and putting the results on record.

The bidding service provider with the highest overall score (which is the sum of all partial scores based on each criterion for awarding the contract) will be the "temporary winner". In case of bids with the same total score in the final list, the ITA will request a better proposal and subsequently, if necessary, the contract will be awarded by drawing lots.

At the end of the open session, after opening all the Financial Bids, a final list will be compiled, and the temporary winning company will be declared.

Following the evaluation of the bids and the score assignment, if there is only one valid bid, the ITC Agency reserves the right to award the contract anyway.

Pursuant to the provisions of the ITC Agency's bylaws and internal organizational rules, the Commissioner of ITC office in New York will formally choose the final winner.

ITC AGENCY ITA will email the winning Agency, asking them to provide:

- the documentation proving compliance with the requirements established to participate in the bid, if any;
- the documentation that is necessary to enter into the contract.

PAYMENT TERMS

Payments will be made by ITA in USD within 30 days after the correct and complete execution of the service stated by the RUP with the release of Certificate of Regular Execution that allows the provider to send the 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.

RULES OF CONDUCT OF THE COMPANY AND/OR STAFF OF THE COMPANY

In the execution of the contract, the awarded Company 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.

REFERRAL RULES

For all other terms and conditions not regulated herein, please refer to the provisions of Ministerial Decree 192/2017 and as modified by DM 32/2024 of 17 January 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.

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.

PRIVACY

The awarded Company 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.

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.7 co. 2, lett. a) of DM 192/2017 and as modified by DM 32/2024 of 17 January 2024 of Legislative Decree 36/2023 ("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.

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: Raimondo Lucariello – Head of Division - Food and Wine - foodwine@ice.it.

Cordially.

Erica Di Giovancarlo
Trade Commissioner
Italian Trade Agency