

Los Angeles Office

November 19th, 2024

Prot. n. 0130890/24

RUP: Giosafat Riganò

COAN: U24DC012C1

CIG: B45A758594

EXPRESSION OF INTEREST

<p>AUDIOVISUAL DESK SERVICES ITA LOS ANGELES OFFICE ONE YEAR 2025</p>
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ITA - Los Angeles Office, following your expression of interest submitted through the e-procurement platform *Traspare*, is inviting to submit a proposal for **“AUDIOVISUAL DESK SERVICES” – for one year contract** - to be assigned pursuant to art. 7 paragraph 2, letter. b), and paragraph 4 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 with a network 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 www.ice.it (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 **Giosafat Riganò**, the ITA Los Angeles Trade Commissioner.

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

3. SCOPE OF WORK

ITA - Los Angeles office is focused on the promotion of the Italian Audiovisual Industry (AV) in the US, with both missions to attract American co-production projects to Italy in close cooperation with Italian Film Commissions and to foster the distribution of Italian films and TV to the US, facilitating business connections between Italian and US professionals.

Since 2022, the office has launched a new communication project “**Italy meets Hollywood**” including the website **italymeetshollywood.com** and a **monthly newsletter** entirely devoted to the American audiovisual (AV) market. The tools are conceived as a bridge where the American and Italian professionals meet to stay informed, to share knowledge and to develop business partnership together.

For the implementation of the above-mentioned mission, ITA is currently looking for a specialized company (**hereinafter Selected Service Provider**) with strong understanding of the audiovisual sector in the US and in Italy and good relationship with key players and professionals in both ecosystems.

The **Selected Service Provider** should appoint a well-qualified full-service **project manager** acting as the **Audiovisual Desk** at ITA - Los Angeles Office to support the office in the implementation of the communication project and in the enlargement of the American professionals’ network in the Audiovisual industry.

The appointed **Project manager** shall possess:

- a relevant degree in one or more of the following disciplines: Media Studies, Digital Marketing and any other relevant degree related to this assignment;
- an extensive career background in the entertainment sector (**minimum 10 years**) with audiovisual private corporates and/or with public bodies, both in Italy and in the US market;
- outstanding communication skills and work ethic, with attention to detail;
- proficiency in English and Italian;
- good working knowledge of the Microsoft Office package (excel, Power Point, Word), Mailchimp, WordPress, Canva

4. DESCRIPTION OF REQUESTED SERVICES AND DELIVERABLES

The **Audiovisual Desk’s** required services will include:

	Services requested	Deliverables	Target	Monthly Target
1	Website/Newsletter Italy Meets Hollywood implementation and management	1) <u>Content</u> processing and maintenance services of the project “Italy meets Hollywood” 2) <u>Production of content</u> for the italymeetshollywood.com web site or newsletter, must include: a) <u>interviews</u> to Italian or American players of the industry		

		<p>b) <u>news</u> focused on the AV american market trends of interest for the Italian ecosystem</p> <p>c) <u>other relevant content</u> for the website.</p> <p>4) <u>Uploading</u> the content in WordPress.</p> <p>5) <u>Promotional activities</u> to enlarge the subscribers' network of the project</p>	<p>n. 12 interviews n. 120 news</p>	<p>n. 1 interview n. 10 news</p>
2	Digital marketing	<p><u>Creating social posts</u> (including reposting with comments) for ITA's accounts on Linkedin and other social platforms with relevant content for the audiovisual industry.</p>	<p>n. 120 posts</p>	<p>10 posts</p>
3	Events Organization	<p><u>Organization of Industry Panels/ networking events/b2b session</u> on the occasion of promotional events organized by ITA Los Angeles (AFM, Film Commissions in LA, etc.) including:</p> <ul style="list-style-type: none"> a) concept ideas (selection of topics, identification of speakers, moderator, audience in the industry, etc.); b) events organization; c) social media management. 	<p>2</p>	<p>according to the event schedule</p>
4	Enlarging the US audiovisual network	<p>Enlarge the network of US audiovisual professionals in the film, tv, drama, animation, etc.</p>	<p>60 new contacts</p>	<p>5 new contacts</p>
5	Assistance to the Italian and US companies	<p>Support ITA in management of individual assistance services (free or paid) to Italian and US professionals according with ITA' s Assistance Guidelines</p>	<p>on demand</p>	<p>on demand</p>
6	Administrative tasks	<p>For the above activities, it is required to:</p> <ul style="list-style-type: none"> a) Manage the <u>administrative process</u>, including contracts and public procurement activities; b) Enlarge the list of potential vendors, contractors, experts etc. to support program activities; 		

		c) <u>Monthly report</u> on the activities carried out respect the target; d) <u>Final report</u> includes a recap of the entire period.	12 report 1 report	1 report
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The **Audiovisual Desk** is not required at ITA's premises upon a daily basis and can be required for business missions in the US or in Italy, previous authorization by the ITA Trade Commissioner in Los Angeles, at its sole discretion, according to the current ITA employees' travel policy and regulations.

Upon exceeding all the required targets, ITA can grant a premium up to 5% of the total amount of the contract.

5. REQUIREMENTS FOR PARTICIPATION

To participate in this Expression of interest, the candidate shall meet the following eligibility requirements:

- a) It shall be eligible and possess all the necessary qualifications, in full compliance with local laws;
- b) It shall be located, authorized, and licensed to do business in the United States;
- c) it (or the Project Manager appointed) shall hold an extensive experience and understanding of the Audiovisual industry in the US and in Italy, in TV or Film capacities (**minimum 10 years**).

The awarding of the contract will be subject to the verification of these general requirements. The possession of general requirements must be maintained for the duration of the contract.

IMPORTANT: Failure to meet even one of the above participation requirements related to the candidate company and to the appointed Audiovisual Desk will determine the exclusion from the tender.

6. BUDGET OF THE CONTRACT

The maximum budget allocated for this project is \$ **105,780.00** (one hundred five thousand seven hundred eighty dollars), equal to Euro **100.000,00** at the official Bank of Italy exchange rate of November 19th, 2024 of USD/Euro 1.0578), **for a 1 year contract.**

This budget is inclusive of all taxes and duties, fees and expenses and as well as any associated costs or expenses to achieve the required deliverables (including expenses for: taxi, public transportation, internet access, business meals).

Therefore, the offer must not exceed \$ 105,780.00 (Euro 100.000,00)

Offer exceeding the mentioned amount will be automatically excluded from the market survey.

Should any other out-of-pocket expenses be required to perform the activities required, both ITA and the **Selected Service Provider**, prior to such expenses being incurred, shall mutually agree upon them, according to any applicable then-current ITA administrative regulations.

Expenses related to **business missions in the US or Italy** will be covered by ITA, only if pre-authorized by the ITA Trade Commissioner of Los Angeles Office, at its sole discretion, and according to current ITA employees' travel policy and regulations.

7. DURATION OF THE CONTRACT

The duration of the contract (the "Contract") is **1 year, starting from the effective date of signature (estimated date is January 2nd, 2025).**

The Contract will automatically terminate on its expiration date, without any notification between the parties.
There will be no tacit renewal of the Contract.

Any extension will be limited to those instances in which additional time is required to identify a new service provider for future contracts, and ITA, in its sole and absolute discretion, requests the Selected Service Provider to extend the Contract. In such a case, the Selected Service Provider will be obliged to perform the Services provided for in the Contract, for any such extension period, on terms and conditions no less favorable to ITA than are contained in the Contract. In the event ITA requests such an extension, the Selected Service Provider may elect to extend it or not, in its discretion.

8. PROCEDURE APPLICATION AND DEADLINE

Under penalty of exclusion, your company is required to:

- Register with our new supplier registry on **TRASPARE platform**: <https://ice.traspare.com/suppliers> (see more details at the following link Business Vendor Registration: <https://www.ice.it/en/markets/usa/los-angeles/vendors-registration-procedure-vrp>).
- Send by TRASPARE the expression of interest/selection of economic operators **by December 4th, 2024, at 12:00 pm, (PST).**
- Upload and sign the expression of interest on TRASPARE. No expression of interest shall be accepted after the deadline

9. AWARD CRITERIA AND EVALUATION PROCESS

Only after the expression of interest, the applicants will be asked to submit their offer.

The contract will be awarded to the Company that has presented the offer at the **lowest price**, pursuant to art. 11 of DM 32/2024.

After identifying the best quotation, ITA will award and execute the contract. The award will take place even in the presence of a single quotation, if it is deemed valid.

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.

10. NO SUBCONTRACT OF SERVICES

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

11. TERMS OF PAYMENT

Payments will be made by ITA in USD as follow:

- 30% of the total amount upon signing the contract and presentation of an original invoice;
- 30% at the midterm of the contract (June 2025)
- 40% by the end of the contract (December 2025).

Each installment will be paid upon receipt of:

- a report on the activities carried out in the period;
- an original invoice addressed to the attention of the Trade Commissioner Giosafat Riganò - ITA - 12424 Wilshire Blvd, Suite 1400, 90025, Los Angeles, CA.

The ITA 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. CONTRACT TERMINATION CLAUSES

a) Failure by the **Selected Service Provider** to reach, within three months of the commencement date of the Contract, at least 30% of each of the Minimum Targets relating to the target mentioned above will entitle ITA to automatically terminate the Contract.

In this case, ITA will not be liable for any further payments that otherwise may be due and owing under the Contract.

b) In the event the designated **Audiovisual Desk** is temporarily unable to serve for any reason whatsoever (illness, family leave, vacations or other reason), or is no longer available to cover the above position, the **Selected Service Provider** must promptly notify ITA, in advance, of the name and curriculum vitae of a replacement.

ITA at its sole discretion, may or may not accept the replacement. Should the company awarded the service not be able to indicate another acceptable substitute, ITA shall be entitled to terminate the contract, without any obligation to pay the supplier any further compensation.

13. PENALTIES

If, at the end of the contract, 100% of the total assigned target has not been achieved, the Selected Service provider will be charged a penalty up to 10% of the total Service Price.

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

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 Directors 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.

15. REFERRAL RULES

For all other terms and conditions not regulated herein, please refer to the provision 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. 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>).

17. COMPETENT JURISDICTION

In case of a dispute between the Italian Trade Agency and the awarded company, the Court of Law of California, U.S.A., will be competent jurisdiction. In the event of a disagreement between the ITA and awarded company, the prevailing party shall be entitled to recover attorney's fees and costs from the non-prevailing party.

18. 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 ITA-Agency at <https://www.ice.it/it/privacy>.

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

19. CONTACT PERSON

For further information concerning this Market Survey, kindly contact the Italian Trade Agency – Los Angeles Office - Email: losangeles@ice.it, Tel +1 (323) 879-0950; Fax +1 (310) 203-8335 – www.ice.it.

We look forward to receiving your proposal.

Sincerely,

Giosafat Riganò
Trade Commissioner
Italian Trade Agency – Los Angeles Office