

Los Angeles Office

August 5th, 2025 Prot. n. 0089700/25 RUP: Giosafat Riganò

COAN: U229C048C1 - U239C040H1

CIG: B7E71D3E2D

EXPRESSION OF INTEREST

FOREIGN DIRECT INVESTMENT DESK IN SAN FRANCISCO FOR THE ITALIAN TRADE AGENCY (ITA) – LOS ANGELES OFFICE 1 - year 2025/2026

ITA - Los Angeles Office is inviting to submit an expression of interest for "FOREIGN DIRECT INVESTMENT DESK IN SAN FRANCISCO" – for one year contract - to be assigned by direct negotiation pursuant to art. 7 paragraph 2 letter. b) 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).

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 Progetto (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 invites companies active in Foreign Direct Investment, territorial competitiveness, Investment banking and/or Strategic consultancy (hereinafter "The Company") to submit a bid for the following service:

Management of the Foreign Direct Investment (FDI) Desk in San Francisco, CA, for 1 year total project duration.



The Company must provide day-to-day management of the FDI Desk via a designated expert. The Company's major function will be to promote US direct investment towards Italy, as well as to strengthen awareness of Italian business and regulatory environment in the US.

The Company shall have a background in Foreign Direct Investment, Territorial competitiveness, investment banking and/or strategic consultancy. Experience in one or more of the following sectors will be a plus: Chemical Industry, Circular Economy, Fashion, Design & Furniture, Food Industry & Agrifood Tech, Greentech, ICT, Aerospace, Logistics & infrastructure, Machinery & Mechatronics, Microelectronics & Semiconductors, Real Estate, Life Sciences, Automotive.

Preference will be given to companies with experience gained both in the USA and in Italy. The ideal Company must have a proven understanding of global FDI, as well as of the US economic and industrial framework. The Company will be the sole counterpart for the ITA.

The Company agrees that ITA reserves the autonomous and non-objectionable right to reject any designated expert provided by the company that ITA may consider not satisfactory under its sole judgement.

4. REQUIREMENTS FOR PARTICIPATION

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

- a) be eligible and possess all the necessary qualifications, in full compliance with local laws;
- b) be located, authorized, and licensed to do business in the United States;

In addition, the candidate to be **appointed as FDI Desk** shall possess:

- a relevant degree in one or more of the following disciplines: International Business, Economics, Engineering Finance or International Finance, International Law or Business Law, and any other relevant degree related to this assignment;
- proven experience in Foreign Direct Investment, Territorial competitiveness, investment banking and/or strategic consultancy;
- previous experience with Italian public bodies entitled to internationalization abroad;
- an extensive experience and understanding of the Foreign Direct Investment in the US and in Italy (minimum 5 years).
- outstanding communication skills and work ethic, with attention to detail;
- good working knowledge of the Microsoft Office package (excel, Power Point, Word);
- proficiency in English and Italian.

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 the designated expert will determine the exclusion from the procedure.

5. DESCRIPTION OF REQUESTED SERVICES AND DELIVERABLES

The **FDI Desk in San Francisco** is required:

• To manage the full cycle of the investment attraction: from potential lead identification and screening, through initial qualification and connection to implementation;



- To work closely with the ITA Offices in Los Angeles and New York under the supervision of the Head of FDI and ITA FDI Office in Rome headquarters. The company shall cooperate with local authorities and businesses to identify potential investment opportunities and investors in the following investment sectors: greenfield, brownfield/expansion in Italy of already existing investments, JV, M&A, etc.
- To monthly report to the <u>ITA Offices in Rome and Los Angeles</u> on the lead generation and prospect outreach activity.
- To cultivate constant updates on Italian policies, procedures, and programs addressed to foreign investors.
- To monitor investors' activities in Italy and maintain relationships.

Table 1 - Indicative minimum targets for 1 year

Parameter	Description	Target for 1 year	Weight
1. Database	Creation/nurturing of a contact database based on screening of potential investors, focused on strategic investors (including pension funds, equity funds, investment funds, etc.). The database will include: company name and address, industry, homepage, contact person, e-mail (phone number), company size, brief description on how the contact was generated and what was discussed. NB: ITA considers "Contact":organizations/businesses. Each organization must be linked with at least one contact person. Should there be more than one contact person linked to the same organization, they will always be counted as one contact."	200 Of which at least 85 in the PNRR sectors (Infrastructures, digital markets, sustainable mobility, healthcare, energy/sustainability, research & education)	20%
2. Meetings	Organization of one-on-one meetings (including video calls or phone calls) with potential investors of proven reputation and reliability. Priority targets of the meetings will be: large industrial and business services groups interested in considering investments abroad; secondary targets will be: small and medium- sized companies in the target sectors defined by ICE, companies operating in financial services (investment funds, private equity, pension funds, merchant banks).	200	10%
3. Organization of events aimed at attracting FDI.	Events organized independently by the FDI Desk or participation in events dedicated to attracting Foreign Direct Investment	The minimum target will be decided by ITA Los Angeles up to a maximum of 8 events and will be recognized Desk Manager as the minimum standard of activity required	20%



4. Support service "Foreign investor search"			
Support in Lead Generation Projects/Services with Regions and other relevant agencies.	Support ITA HQ/Los Angeles in providing tItalian investment bids to foreign entities. "Foreign investor search" and "Advanced consulting" services are the responsibility of the ITA office. The FDI Desk provides only	The minimum target will be decided by ITA Los Angeles up to a maximum of 10 and will	
Support "Advanced consulting" service for	specialized support in these areas.	be considered for the Desk Manager as the minimum standard of activity required	
U.S.investment in the US			20%
	Identification of companies with a specific and proven interest (so-called engagement) in investment projects in Italy, profiled with a special detailed form (according to format indicated by the ITA), for which operational interlocutions have been initiated with Invitalia or with the territorial entities in charge and/or assistance		
5. Engagement	has been given for an evaluation or the start-up of the investment.	10	30%

A bonus fee of up to 30% of the awarded offer, capped at a maximum of **Euro 40.500,00** (forty thousand five hundred Euro), may be granted at the sole discretion of the Italian Trade Agency New York Office and depending on specific key performance goals set in the agreement.

The bonus may be paid provided that the Company has achieved the minimum targets **Nos. 1, 2 and 5** in the above table and will be parameterized to the value of engagements and investments brought to a successful conclusion, as indicatively shown in the table below.

Table 2 - Bonus Targets (100%)

Parameter	Description	Goals	Weight %
Engagement > €5 million	Identification of companies with specific and proven interest (so-called engagement) in investment projects in Italy, profiled with a special detailed form (according to format indicated by the ITA) and for which operational interlocutions have been initiated with Invitalia or with the territorial entities in charge and/or assistance has been given for an evaluation or the start-up of the investment.	Max 5	(each engagement 6%)



Medium-sized projects	Initiation* of an investment with an estimated value of not less than to €5 Mil	-	Each contract 12.5 percent
	Initiation* of an investment with an estimated value of not less than € 10 Mil.	-	Each contract 20%
Major projects	Initiation* of an investment with an estimated value of not less than € 50 Mil.	-	Each contract 25%

^{*} The Investment is considered to be initiated by final act (corporate incorporation, laying of foundation stone, acquisition) or by declaration of the person concerned.

The Company will ensure the presence of the designated Expert/Manager at the ITA Los Angeles Office and at the Italian Innovation and Culture Center in San Francisco, when requested by ITA Los Angeles.

The Company's designated Expert/Manager may be required to do domestic and international travel.

Business missions in the US or in Italy must be authorized in advance by the ITA Trade Commissioner in Los Angeles, at His sole discretion, according to the current ITA employees' travel policy and regulations.

The Company must comply with all rules, regulations, policies, and work practices followed by ITA Los Angeles and the FDI cell at ITA Head Office in Rome, Italy.

The Company will also use all software packages mandated by the FDI Office at ITA Head Office in Rome, Italy.

ITA will provide the Company with access to certain premises, materials, information, and systems to the extent necessary for the performance of the Services when the Company's designated Expert/Manager is present at the Italian Innovation and Culture Hub in San Francisco or at the ITA Los Angeles. Unless otherwise specified in this document, the Company shall provide, at their own expense, the materials, equipment, and other resources necessary to perform the Services as explained hereinafter.

The Company shall comply with all third-party access rules and procedures communicated in writing by ITA, including those related to safety, security, and confidentiality. The Company shall comply with all ITA NDA and confidential information rules and regulations.

All work products, including but not limited to investors' names and contact info deriving from the company's Expert/Manager's activities shall remain exclusive property of ITA Los Angeles.



6. BUDGET OF THE CONTRACT

The maximum budget allocated for this project is **Euro 135.000,00** (one hundred thirty-five thousand Euro), **for** a **12-month contract.**

This budget is inclusive <u>of all taxes and duties</u>, 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).

A bonus fee of up to 30% of the awarded offer, capped at a maximum of **Euro 40.500,00** may be granted at the sole discretion of the Italian Trade Agency New York Office and depending on specific key performance goals set in the agreement.

Therefore, the offer must not exceed Euro 175.500,00 (one hundred seventy-five thousand five hundred Euro).

Offer exceeding the mentioned amount will be automatically excluded from this bid.

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.

<u>Expenses</u> 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 His 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 12 months, starting from the effective date of signature (estimated date is 15 September 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 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).



- Upload and sign the expression of interest on TRASPARE. No expression of interest shall be accepted after the deadline.
- Send by TRASPARE the expression of interest/selection of economic operators by 25 August 2025, at 12:00 pm, (PST).

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 Agency that has presented the **lowest price** in terms of Agency fee for the services, as resulting from the average of the four quotations offered, pursuant to art. 11 of the *Ministerial Decree* 32/2024.

Non-compliant bids will not be evaluated.

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 *Ministerial Decree 32/2024*. 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 *Ministerial Decree 32/2024*.

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.

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

The total price of the service will be paid to the **Selected Service Provider** in the following ways:

- a) 20% of the total will be paid as a down payment after signing the contract;
- b) 80% of the total will be paid divided into 4 quarterly;

Each installment will be paid upon receipt of:

- a report on the activities carried out in the period;
- an original invoice made payable to the attention of the Trade Commissioner Giosafat Rigano': ITA Italian Trade Commission Los Angeles Office, 12424 Wilshire Blvd, Suite 1400 Street, 90025 Los
 Angeles (CA) All information required to execute ACH transfers must be included with each invoice
 and/or communicated to ITA.

Please note that our office is part of the official Mission of Italy to the United States and is exempt from paying taxes on purchases over \$325.00.



Further instructions regarding billing will be included in our contract letter to the awarded firm. It is understood that payment terms will not apply in the event of default (and subsequent penalties) during the performance of services by the awarded firm. In such a case, payment terms will be applied from the date the problem is resolved and after ascertaining the absence of penalties.

12. CONTRACT TERMINATION CLAUSES

Failure by the **Selected Service Provider** to reach, within six months of the commencement date of the Contract, at least 30% of each of the Minimum Targets relating to the target above mentioned 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.

In the event the designated Expert/Manager 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, with the name and resume of a replacement. ITA at its sole discretion, may or may not accept the replacement. Should the **Selected Service Provider** 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.

Through a negotiated procedure 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.

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.INTERPRETATION AND RIGHT TO WITHDRAWAL

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

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.

20. CONTACT PERSON

For further information concerning this Expression of interest, 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 expression of interest. Sincerely,

Giosafat Riganò Trade Commissioner Italian Trade Agency Los Angeles Office