



Chicago Office

CdC: 3CB3

COAN: Various

COGE: 65.15; 65.38; 67.13; 67.24

MARKET SURVEY NOTICE

FRAMEWORK CONTRACT “TRAVEL ORGANIZATION SERVICES” FOR THE ITALIAN TRADE AGENCY (ITA) – CHICAGO OFFICE 1 year (12 months)

*The Italian Trade Agency (ITA)- Chicago 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).

2. AWARDING ENTITY

The Italian Trade Agency ("ITA") – Chicago Office 401 N. Michigan Ave., Suite 1720, Chicago, IL 60611

Website: <https://www.ice.it/en/markets/usa/chicago>

The **ITA Chicago Chief Procurement Officer** (CPO) / *Responsabile Unico del Progetto* (the acronym is RUP in Italian) is **Marco Verna**, the ITA Chicago Trade Commissioner.

E-mail: chicago@ice.it, Tel: (312) 670-4360

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	Flight booking and ticketing	<ul style="list-style-type: none"> • Booking • Ticketing issuing • Delivery of travel documents; • Changes of reservations; • Cancellation and refunding; • Invoicing and reporting; 	100
2	Railways booking and ticketing	<ul style="list-style-type: none"> • Booking • Ticketing issuing • Delivery of travel documents; • Changes of reservations; • Cancellation and refunding; • Invoicing and reporting; 	20
3	Hotel accomodations	<ul style="list-style-type: none"> • Booking • Ticketing issuing • Delivery of travel documents; • Changes of reservations; • Cancellation and refunding; • Invoicing and reporting; 	100
4	Vehicles rental, with or without driver	<ul style="list-style-type: none"> • Booking • Ticketing issuing • Delivery of travel documents; • Changes of reservations; • Cancellation and refunding; • Invoicing and reporting; 	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 – Chicago 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 and in the state of Illinois;
- C. It shall be located in the United States of America;

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. SUBMISSION PROCEDURE AND DEADLINE

According to the applicable Italian Law, and under penalty of exclusion, the offer should include the following two parts in two different envelopes:

- Envelope A- "Administrative Documentation"
- Envelope B- "Economic Offer"

Please note that failure to seal envelopes "A", "B" and insert them in the Main envelope, as well as their lack of integrity such as compromising confidentiality, **are causes of exclusion from the tender.**

7.1 ENVELOPE "A" marked as 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:

- ANNEX 2 - "Requirements for Direct Negotiation 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).
- ANNEX 3- "ACCEPTANCE OF THE TENDER REQUIREMENTS FORM"

Any incomplete, irregular, or incorrect content in envelope A "Administrative Documentation" will be ascertained and notified to the offering company. Pursuant to Art. 101, co. 1 of Legislative Decree no. 36/2023, the offering company with an incomplete application, will be given an opportunity to correct.

Do not make any reference to costs in Envelope A.

7.2 ENVELOPE "B" marked as ECONOMIC OFFER + NAME OF THE COMPANY AND OBJECT OF THE TENDER

In this envelope the bidder, **under penalty of exclusion** must submit the following documents:

- 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.
- The quotation must be expressed clearly and must be dated and signed by the director or management member. The offer must be valid for 60 days from its submission date;
- Price information must be indicated ONLY in the envelope "B";

- If a discrepancy is found between the proposal indicated in numbers and the one indicated in letters, the lower amount will be taken into consideration;
- Multiple option proposals cannot be taken into consideration

7.3 MAIN ENVELOPE

Place the above envelopes A and B in the Main Envelope- closed and sealed separately- in a single main envelope, marked outside as follows:

- CONFIDENTIAL - DO NOT OPEN – BID DOCUMENTS – - TRAVEL ORGANIZATION SERVICES” FOR THE ITALIAN TRADE AGENCY (ITA) – CHICAGO OFFICE
- ITALIAN TRADE AGENCY- CHICAGO OFFICE- Attention: Marco Verna- Italian Trade Commissioner- 401 N. Michigan Ave, Suite 1720, Chicago, IL 60611- USA
- THE ECONOMIC OPERATOR INFORMATION (Company name, TAX ID number, and complete address, including telephone and email, where all subsequent notices shall be sent).

7.4 DEADLINE

The Main Envelope must be sealed and sent, only by Mail or express courier (not hand delivery) received by ITA - Chicago Office, by **June 25th, 2024 12:00pm (CST)**, 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.

8. **EXCLUSIONS CLAUSES**

No offers shall be accepted and therefore will be excluded from the tender process if:

- Received after the deadline or have been presented in a form other than that indicated above;
- Conditional or if they 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;
- 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 Market Survey Notice;
- Failure to meet even one of the requirements of participation (listed in the art. 7) related to the candidate company;
- There are multiple offers. Each bidder must participate by submitting a single bid.

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

9. **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- Chicago office reserves the right to ask for additional information, in the event that one or more of the offers is substantially lower than the others.

ITA – Chicago 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. AWARD NOTIFICATION AND EXECUTION OF THE CONTRACT

After identifying the best offer, ITA – Chicago 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.

11. PURCHASE ORDERS

The above services will be requested with single “Purchase Orders” signed by the ITA Trade Commissioner or Deputy 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.

12. 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.

13. TERMS OF PAYMENT

Payments will be made by ITA in USD, after **signing each single “Purchase Order”**, once the service has been rendered, within 30 days of receipt of a regular invoice issued by the contracted company and addressed to: Italian Trade Agency- Chicago office - 401 N. Michigan Ave., Suite 1720, Chicago, IL 60611.

ITA Chicago Office issues payments via ACH transfer. 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.

14. 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.

15. 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".

16. 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.

17. 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.

18. 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.

19. 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>).

20. CONTACT PERSON

If you have any questions regarding this market survey notice, please contact Serena Linguanti of this office at the email address chicago@ice.it.

Cordially,

Marco Verna
Trade Commissioner
Italian Trade Agency – Chicago Office