



ITALIAN TRADE AGENCY

Los Angeles Office

August 18th, 2023

P. 0092364/23

RUP: Alessandra Rainaldi (CdC:3CB2)

CIG: A005D620AE

COAN: U22EC041T1

INVITATION FOR BID (IFB)

CLEANTECH DESK AT ITA LOS ANGELES OFFICE

1 YEAR (SEPTEMBER 2023-2024)

1. 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 office (CPO) is Ms. Alessandra Rainaldi, Trade Commissioner. E-mail: losangeles@ice.it, Tel (323) 879.0950- Fax (310) 203.8335

2. 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 US 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 www.ice.it (Italian/English).

The Italian Trade Agency - Los Angeles office (hereinafter ITA - Los Angeles office) is focused in the promotion of the following industries to the US Market: Innovation and Hi-tech, Entertainment, Life sciences, Mobility, Green (Renewables energy, Clean tech, etc.), through a soft landing platform of services, connections and promotional programs.

3. SCOPE OF WORK

ITA - Trade Promotion Section of the Consulate General of Italy
1900 Avenue of the Stars, Suite 350
Los Angeles, CA, 90067
T (323) 879 0950 F (310) 2038335
E-mail: losangeles@ice.it
www.ice.it/en

Certificate N. 38152/19/S
ISO 9001 / UNI EN ISO 9001:2015





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Green technology represents a global opportunity in the US market, where Italy can address its contribution in terms of SMEs specialization and EU leadership, to the US's energetic transition toward a sustainable, low-carbon economy.

In this field, the ITA - Los Angeles office has been directed to develop a specific promotional "Cleantech project" in favor of Italian SMEs and intermediary organizations to be implemented during one year (2023-2024).

The main goal of the project is to position Italy as a leader in clean technology innovation, by supporting Italian SMEs in expanding their presence and market access in the US, as well to promote the adoption of Italian cleantech solutions.

The specific objectives of the program are, as follows:

- 1) create a platform of knowledge and informative tools focused on the business opportunities in the US green market.
- 2) develop a network of specialized contacts with key local players and professionals in the public and private sector.
- 3) promote business opportunities and foster business partnership for Italian SMEs in the US market.

ITA - Los Angeles office is currently looking for an expert company (**hereinafter Selected Service Provider**) with relevant experience and connections in the US green technologies industries (environment, renewables, circular economy, low carbon technologies, energy efficiency, etc.), with the aim to be supported in the implementation of the above mentioned "Cleantech project" in favor of Italian SMEs.

For this purpose, the **Selected Service Provider** should appoint a well-qualified expert (a team of experts), with relevant experience in the field, acting as the **Cleantech Desk** at the Los Angeles office premise.

4. SERVICES REQUESTED AND DELIVERABLES

The **Cleantech Desk** will actively and closely collaborate with the ITA - Los Angeles office, in the implementation of the project, delivering the following services, according to the specified deliverables and minimum target (per year e per quarter):

	Services	Deliverables	Target per year	Target per quarter
1	Strategic Planning and Vision	Define the long-term vision for the implementation of the ITA cleantech project and the desk contribution, including: <ul style="list-style-type: none"> - <u>evaluation of the US scenario</u>, market trends, industry dynamics, and competitor activities to inform strategic decision-making. - developing a comprehensive <u>strategic action plan</u>, identifying key focus areas and target 	1	

		industries within the US clean tech sector and concrete activities to position Italian SMEs.		
2	Market Reports	<p>Prepare <u>market reports</u> focused on cleantech topics to be submitted and agreed with ITA. Each report should include market analysis, regulatory frameworks, policy trends and incentives, main US States with green vocation (California, Texas, etc.), emerging technologies, trade and investment trends, main federal and national stakeholders, manufacturers and distributors, promotional events, specialized media, opportunities for Italian companies, etc..</p> <ol style="list-style-type: none"> n. 1 report on Cleantech ecosystem in US, to be updated on a semestral base n. 3 reports on specific vertical industries of relevance (for example Renewables and Energy efficiency, Resources and Environment, Transportation and Logistics, Enabling Technologies, etc.) 	4	1
3	Mapping the US clean tech ecosystem	<ol style="list-style-type: none"> <u>Develop a network of key U.S. stakeholders</u> for the cleantech ecosystem industry (institutions, associations, corporates, SME's, venture capitalist, business angels, banks, incubators, accelerators, University, Research Center, and any other counterpart interested in collaborating and investing in Italian startups), through desk research, networking and participation in event and exhibitions. Create and update, on a monthly basis, a <u>database</u> of professionals in the cleantech ecosystem. Contacts will include: company name and address, industry, homepage, contact person, email, phone number, brief description of business 	100	25
4	Promotional activities	Identification and selection of key promotional events (Fairs, Seminars, Webinars, Incoming in Italy, etc.) in the Cleantech sector to promote Italian SME's participation and business opportunities.	4	1

5	Assistance to Italian Companies	Providing <u>individual consultancy assistance services</u> to Italian SME's and intermediary organizations (Research Centers, Universities, etc...) interested in entering the US market and reaching American counterparts.	60	15
6	News	Create and distribute, on a weekly basis, a set of <u>news on cleantech</u> opportunities addressed to the Italian ecosystem (startups, innovative SME's, Research Centers, Universities, etc...) or/and other informative products.	100	25
7	Administrative activities	<ol style="list-style-type: none"> 1. Manage the <u>administrative process</u> of all the above activities including the drafting of contracts and all the public procurement activities. 2. Extend the <u>list of potential vendors</u>, contractors, experts etc. to support program activities. 	20	5
8	Monitoring and reporting	Prepare <u>quarterly/annual reports</u> on the activities completed and goals achieved. The annual / final report (4th) including a recap of the entire year.	4	1

The **Cleantech Desk** will also collaborate with other ITA's offices in the US network, under the coordination and supervision of the ITA Trade Commissioner in Los Angeles and as an interface between ITA - Los Angeles office and the Technology Unit at ITA's Headquarter.

The Desk can be required for business missions in the US or in Italy, previous authorization by the ITA Los Angeles Trade Commissioner, at its sole discretion, according to ITA employees' travel policy and regulations.

5. CONTRACT DURATION

The duration of the contract (the "Contract") is 1 (one) year once the contract has been signed (**estimated date is middle of September 2023**) and all participation requirements have been verified and found to be satisfactory. **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.

6. BUDGET

The total budget for this project will **not exceed USD 190,000.00** (one hundred ninety 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, including taxi, public transportation, internet access, business meals).

Therefore, the offer must not exceed USD 190,000.00

Offer exceeding the mentioned amount will be automatically excluded from the BID.

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

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.

7. MINIMUM REQUIREMENTS FOR PARTICIPATION

In order to participate in this IFB, the **candidate company** shall meet the following eligible 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 law;
- b) It shall be located in the USA;
- c) It shall be authorized and licensed to do business in the US and in the State of California;
- d) It shall hold extensive experience and understanding of the Cleantech US market (minimum 10 years.)

If the company should fail to meet these requirements for the duration of the contract, ITA reserves the right to cancel the contract.

8. SUBMISSION PROCEDURE

According to the applicable Italian law and under penalty of exclusion, the proposal shall be submitted in **one main single closed and sealed envelope**, indicating on the outer surface:

- **CONFIDENTIAL - DO NOT OPEN – BID DOCUMENTS – CLEANTECH DESK ITA LOS ANGELES OFFICE - CIG A005D620AE**
- **BIDDER'S INFORMATION** (Company name, TAX ID number, and complete address), including telephone and email, where all subsequent notices shall be sent.
- **Addressed to: ITALIAN TRADE AGENCY – LOS ANGELES OFFICE, 12424 Wilshire Blvd, Suite 1400, 90025, Los Angeles, CA - Attention: Alessandra Rainaldi - Trade Commissioner**

If the ONE MAIN SINGLE ENVELOPE is mailed through a courier or any other delivery service who provides an additional envelope, this other envelope must follow the labeling requirements as

well and must be marked outside as described above.

The main single envelope shall contain three (3) separate closed and sealed envelopes, as follow:

● **ENVELOPE “A” - ADMINISTRATIVE DOCUMENTATION**

[indicate NAME of the COMPANY + BID’s Object + Administrative documents]

This Envelope must contain the following documents signed by its director or manager:

1. Company's overall experience and knowledge in the US Cleantech sector consistent with the services required by this bid;
2. Proof of Economic and financial solvency consistent with the services required by this bid (for example a Bank letter);
3. Annex 1 (attached) - “Requirements for Procurement procedures under the European Union Threshold” (Documento Unico), duly filled, dated and signed for acceptance and notarized along with a photocopy of the signer’s valid ID (State issued driver’s license or ID, or Passport);
4. Annex 2 (attached) - Letter of acceptance of the tender - Awarding of the contract, duly signed on each page for acceptance.

Any incomplete, irregular, or incorrect content in envelope A "Administrative Documentation" will be ascertained and notified to the offering company. Pursuant to Art. 101, C.1 of Legislative Decree n. 36/2023", the bidder with an incomplete application will be given an opportunity to cure.

Do not make any reference to costs in Envelope A.

● **ENVELOPE “B” - TECHNICAL OFFER**

[indicate NAME of the COMPANY + BID’s Object + Technical Offer]

This Envelope must contain, under penalty of exclusion, the following documents:

- a) Technical description of the services offered, according to the requirements under art. 4, explaining the strategy, the methodology and the activities to be implemented under the program and highlighting the qualitative and quantitative elements of the offer assessed according to the requirements under Section 7 of this letter.
- b) Resume of the expert or team of experts to be appointed as the Cleantech Desk, duly dated and signed,

The Technical Offer must be numbered on each page and signed on the last page, with the full, legible name of the legal representative. The Technical offer shall not exceed 10 (ten) pages in total.

Do not make any reference to costs in the Envelope B.

● **ENVELOPE “C” - ECONOMIC OFFER**

[indicate NAME of the COMPANY + BID’s Object + Economic Offer]



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The Economic Offer (Annex 3) must be completed by filling out the Annex 3 (attached). It shall be expressed clearly in numbers and letters and signed by the agent/representative/director/manager of the bidder.

Please consider that:

- Price Information must be indicated ONLY in the Envelope "C" ECONOMIC OFFER"
- 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.

9. DEADLINE

The deadline date to receive the bids, by mail, express courier or hand delivery, is **within September 8th, 2023 at 12 (noon) (PST), exclusively at the address indicated above.**

Attention: follow carefully the instructions provided to avoid a rejection or a disqualification. Failure to include any items shall render an offer incomplete and therefore abandoned.

- 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.

10. 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 IFB.
- Failure to meet even one of the requirements of participation (listed in the art. 5).
- Multiple bids will be cause for exclusion.

Receipt of these bid documents does not imply satisfaction of the bidding requirements.

11. AWARDING CRITERIA

The contract will be awarded on the basis of the “Most economically advantageous offer” criterion (or “lowest evaluated bidder” or “best value”) pursuant to (art. 7 par. 2 letter b and art. 11 of Decree of the Ministry of Foreign Affairs 192 of November 2, 2017).

Each offer shall be assessed according to the following criteria and corresponding points scale, according to the following chart:

ASSESSMENT CRITERIA		MAX POINTS:
A) Technical Offer Evaluation of the following criteria:		70
1) Proven track record of multiple years of experience in the cleantech sector	20	
2) Technical report of the services offered, according to the art. 3 -4	20	
3) Professional background of the expert/experts dedicated to the desk	30	
B) Economic Offer		30
Total maximum score		100

SCORE EVALUATION PROCESS

A) TECHNICAL OFFER – MAX 70 POINTS TOTAL SCORE

The score for the technical offer will be calculated by multiplying the average of the votes expressed on a scale from 0 to 1 (see table below) by the maximum score that can be attributed (maximum 70 points).

CONVERSION TABLE

QUALITATIVE EVALUATION ON THE ABOVE PARAMETERS CORRESPONDING NUMERICAL VOTE

Excellent	1.00
Very good	0.90
Good	0.80
Sufficient	0.65
Modest	0.55
Inadequate	0

The evaluating commission, having completed the attribution of the coefficients to the qualitative elements, will proceed, in relation to each offer, to calculate the score after applying the following formula indicated as the aggregative-compensating method in paragraph VI, no. 1 of the Italian ANAC guidelines n. 2/2016.



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The score is given by the following formula:

$$P_i = \sum_n [W_i * V_{ai}]$$

Where:

P_i = score of the i -th offer;

n = total number of requirements

W_i = weight or score attributed to requirement (i);

V_{ai} = coefficient of performance of the offer (a) with respect to the requirement (i) variable between zero and one.

B) ECONOMIC OFFER – MAX 30 POINTS TOTAL SCORE

Only bids that discount off the maximum price of USD 190,000.00 (one hundred ninety thousand dollars and 00/100 cents) yearly will be considered.

As for the economic offer, a coefficient, variable from zero to one, is attributed to the economic element, calculated using the formula of the linear interpolation.

The maximum score will be awarded to the lowest bid. The other bids will be given a lower score determined as follows.

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

$$C_i = R_a / R_{max}$$

Where:

C_i = coefficient attributed to the i -th competitor;

R_a = percentage reduction in the offer of the i -th competitor;

R_{max} = percentage reduction of the lowest bid

In practical terms:

The score of the economic offer will then be calculated by multiplying the maximum attributable score (30 points) by the coefficient “ C_i ” obtained by the individual candidate.

Excessive low bid

There is no assurance that the lowest bid will prevail. ITA reserves the right to ask for additional information if one or more offers are substantially lower than the others (Excessive low bid).

Excessive low offers are considered “anomalous” if the scores relating to the price and to the other elements being assessed are both at least equal to or higher than the four fifth (4/5) of the maximum score that ITA can attribute.

12. EVALUATION PROCESS AND AWARDING PROCEDURE

The ITA Trade Commissioner - Los Angeles Office - who is the sole person in-charge of the administrative procedures related to the ITA Los Angeles office - will appoint a Selection Committee

for the evaluation process of the bid. The Selection Committee will decide at its discretion and without right of appeal.

The evaluation process will start according with the following calendar:

1) Public Session, September 13th, 2023, at 11:00 am

The public session attendance of the bidding companies will be in presence at the premises of ITA Los Angeles Office: 12424 Wilshire Blvd, Suite 1400, 90025, Los Angeles, CA.

Only one (1) legal representative or delegate, for each participating bidder, can participate in the public session.

It will be ascertained whether the Main envelope contains Envelope A “**Administrative Documentation**”, Envelope B “**Technical Offer**” and Envelope C “**Economic Offer**”.

During the same session, the content of envelope A “Administrative Documentation” will be checked and reviewed. Any incomplete, irregular or incorrect contents in envelope A “Administrative Documentation” will be ascertained and notified to the applicable bidder.

The applicable bidder will be given a reasonable period of time - not exceeding 10 days – for making, integrating or regularizing the required declarations, indicating the content and the person who are called to provide them. In the event that the documents or declarations submitted by the bidder are not fully compliant with the request, ITA may ask for further explanation or clarification, by establishing a mandatory deadline under penalty of exclusion.

In the event that the deadline lapses without full compliance by the bidder, ICE shall proceed to exclude the bidder from the procedure.

The bidder, if necessary, may be required to provide clarifications on the contents of certificates, documents and declarations submitted.

In case the administrative documentation complies with the requirements of the tender, **the Selected Committee will proceed with the opening of envelope B "Technical Offer"**, to verify its compliance with the requirements of the tender.

2) Restricted Session

After opening the administrative envelopes, **the Selection Committee, in a restricted session, will review and evaluate the content of Envelope B “Technical Offer”.**

Participating economic operators will not be allowed to attend this session.

Any Technical Offer not in line with the requirements set forth by Articles 3 and 4 shall disqualify the bidder from the tender.

The Selection Committee will meet in one or more closed sessions to review and evaluate the content of envelope “B – Technical Offer”, assigning a score to each item up to a total of 70.

Bidders that fail to reach at least a total of 35 will not be admitted to the third phase concerning the evaluation of the Economic Offer.

3) Public Session

The Selection Committee will meet again in the next public session for the opening and checking of envelope C “Economic Offer”.

Date to be defined and communicated by email to the participating economic providers.

A score will be assigned to each bid and results will be put on record.

The bidder with the highest overall score (which is the sum of all partial scores based on each criterion) will be the successful bidder.

At the end of the session, after opening all the “Economic Offer” bids, a final list will be compiled and the provisional winning company declared, subject to the submission of all requested documentation.

ITA will formally communicate the result of the tender to the winning bidder, asking them to provide:

- the documentation proving compliance with the established requirements to participate in the bid;
- the documentation that is necessary to sign the Contract.

Notice: The Contracting Authority 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 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 open session. No compensation or reimbursement of expenses will accrue to the invited bidder because of the submission of the bid.

13. SECURITY DEPOSIT

The **Selected Service Provider** of the bid **must submit a performance surety bond or a non-transferable cashier's check** that amounts to 10% of the contract value before signing the agreement. The expenses to obtain the performance surety bond shall be the responsibility of the bidder.

The performance surety bond or a non-transferable cashier's check, whichever you choose, must be issued in favor of: **Italian Trade Agency, Los Angeles Office, 12424 Wilshire Blvd, Suite 1400, 90025, Los Angeles, CA.**

Submitting a security deposit is mandatory.

The down payment Contractor already disbursed (according to the IFB) even if in the form of a security bond shall be returned after conclusion of the contractual obligations and after ITA Office confirmation that the company has duly provided the services in accordance with the contract.

14. 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.

15. SIGNATURE OF THE CONTRACT



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The signing of the contract will take place after the official notification and after receiving the requested security deposit (see Art.12) within the maximum time limit of 10 days.

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](#))

16. TERMS OF PAYMENT

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

- 20% of the total will be paid as a down payment after the sign of the contract.
- 80% of the total will be paid divided into 4 quarterly installments by the end of December 2023, of March 2024, of June 2024, of September 2024.

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 ITA Trade Commissioner Alessandra Rainaldi: ITA - Italian Trade Commission - Los Angeles Office, 12424 Wilshire Blvd, Suite 1400, 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 **Selected Service Provider**. In such a case, payment terms will be applied from the date the problem is resolved and after ascertaining the absence of penalties.

17. CONTRACT TERMINATION CLAUSES

a) 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.

b) In the event the designated **Cleantech 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, 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.

18. PENALTY

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 equal to 10% of the total Service Price.

19. PAYMENT OF THE CONTRIBUTION TO ANAC

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

20. COMPETENT JURISDICTION

In case of dispute between the ITA - Los Angeles office and the **Selected Service Provider**, the Court of Law of California will be the competent jurisdiction.

21. 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.

22. PRIVACY

Based on article 13, paragraph 1, of Legislative Decree 196/2003, in relation to the proceedings started for purpose of the tender, please be informed that:

- The Purpose for which the data is being collected and the modalities for their processing are limited expressly to the tender selection procedures being conducted by the principal (ITA)
- The submission of such data is deemed as due by the bidder, to the extent that, if the bidder intends to participate in the public tender, it is necessary to submit the required documentation pursuant to the laws currently in force; the consequence of a refusal will determine exclusion of the relevant bidder from the tender or forfeiture to obtain a possible award;
- The following are the individuals entitled to receive the submitted data: 1) personnel of the principal and all subjects involved in the tender proceeding, 2) those participating in the Bid if such tender takes place in public session, 3) any other subject having interest or submitting a formal request pursuant to Law 241/1990;
- The rights of the interested subject are indicated in articles from 7 to 10 of Lgs. Decree 196/2003;
- The subject collecting the data is ITA.



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The only subject in charge of the proceeding is the RUP (Responsabile Unico del Procedimento) Mrs. Alessandra Rainaldi - Trade Commissioner – Italian Trade Agency Los Angeles Office.

The bidding process is governed under Art. 7, Par. 2, Lett. b of Decree of the Ministry of Foreign Affairs 192 of November 2, 2017.

ITA is an agency 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 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. 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. 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 for ITA approved by resolution of the Board of Directors no. 619/23 of 27 January 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.

24. WHISTLEBLOWING

By accessing the website www.ice.it - section "Whistleblowing", available at the following link: <https://ice.whistleblowing.it/#/it> it is possible to report in complete confidentiality any "unlawful conduct" found within the contractual relationship, pursuant to Article 2 and 3 of the Legislative Decree 24/2023.



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25. CONTACT REFERENCE

If you have any questions regarding this tender, please send a message to the following email: losangeles@ice.it - Contact: Francesca Mauri - Deputy Trade Commissioner.

Regards,

Alessandra Rainaldi
Italian Trade Agency Los Angeles
Trade Commissioner
