



Los Angeles Office

March 30th, 2023

P. 0039583/23

RUP: Alessandra Rainaldi (CdC:3CB2)

CIG: 9747479223

COAN: U22EC042K1

INVITATION FOR BID (IFB)

HI-TECH DESK SERVICE – ITA LOS ANGELES OFFICE

MAY 1ST, 2023 – APRIL 30, 2024

1. AWARDING ENTITY

The Italian Trade Agency ("ITA") – Los Angeles Office,
1900 Avenue of the Stars, Suite 350, 90067, Los Angeles, CA,
Website: <https://www.ice.it/en/markets/usa/los-angeles>

Ms. Alessandra Rainaldi, Trade Commissioner of The Italian Trade Agency in Los Angeles Office
E-mail: losangeles@ice.it, Tel (323) 879.0950- Fax (310) 203.8335

2. BACKGROUND

The Italian Trade Agency (hereinafter ITA) is the government organization which promotes the internationalization of Italian companies, in line with the strategies of the Ministry for Foreign Affairs and International Cooperation.

ITA provides information, support, and advice to Italian and foreign companies.

In addition to its Rome headquarters, ITA operates worldwide from a large network of Trade Promotion Offices linked to Italian embassies and consulates and working closely with local authorities and businesses, even under the name of ITA – Italian Trade Commission.

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 on the promotion of high-tech sectors (ICT, Life Sciences, Electronic, Clean tech, AI, etc.), supporting Italian SMEs and startups in their access to the US Market, through a soft landing platform of services, connections and promotional programs.

ITA - Trade Promotion Section of the Consulate General of Italy
1900 Avenue of the Stars, Suite 350
Los Angeles, CA, 90067
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E-mail: losangeles@ice.it
www.ice.it/en

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

Member of CISQ Federation





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Since September 2021, ITA, on the initiative of the Ministry of Foreign Affairs and International Cooperation - MAECI, has opened an **Innovation Center in San Francisco, called INNOVIT**, with the aim of constituting a strategic presidium for Italian innovation in the US market, to promote the national innovation ecosystems.

3. **SCOPE OF WORK**

ITA is currently looking for an expert firm (**hereinafter Selected Service Provider**) with strong experience in the hi-tech sector and in relationship with key players and professionals in the Italian and US ecosystems, to develop a promotional and assistance program for Italian SMEs and start up approaching the US market.

The **Selected Service Provider** should appoint a well-qualified full service **project manager** acting as the **Hi-tech Desk** at ITA - Los Angeles Office and, when required, at INNOVIT San Francisco, on the occasion of specific initiatives and/or events taking place at the Center.

The **Hi-Tech Desk** will closely collaborate with the ITA - Los Angeles office, and the 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/startup Unit at ITA's Headquarter.

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

4. **DESCRIPTION OF REQUESTED SERVICES AND DELIVERABLES**

	Services requested	Deliverables	Target (yearly)	Target (quarterly)
1	Market analysis	Prepare U.S. <u>market reports</u> focused on hi-tech topics and main vertical industries (for example biotech, cleantech, cybersecurity, AI, innovation, etc.). Each report will be update on semestral base.	n. 4 reports	1 report
2	Information and Communication US	Identify <u>relevant news</u> focused on market trends of interest for the Italian ecosystem, to be published, on a weekly basis, on ITA's website or social accounts.	n. 100 news	25 news



3	Develop the U.S. network	Create and update <u>sectoral database</u> including main US key players and professionals in the hi-tech industries (corporates, SME's, venture capitalist, business angels, banks, incubators, accelerators, University, Research Centers, Media, etc.). The Database will include: company name and address, industry, homepage, contact person, email, phone number, brief description of business.	100 new contacts	25 new contacts
4	Organization of promotional activities	a) Define the promotional plan for the innovation and hi-tech sectors (Fairs, Seminars, Webinars, Incoming in Italy, etc...) in agreement ITA Los Angeles office b) organize the promotional activities planned for the sector in 2023/2024, for example: SMAU San Francisco, Global Startup Program 4th edition, CES 2024, SXSW 2024 and also US incoming in Italy (BIAT, SMAU, Maker Faire, etc...).	8	promotional activities in the period
5	Assistance to the Italian ecosystem	Provide <u>individual assistance services</u> to Italian SMEs, startups, corporates and intermediary organizations (Research Centers, Universities, etc...), interested in approaching the US market.	- n. 50 free services - n. 3 paid services	services in the period
6	Assistance to American Companies	Provide <u>individual assistance</u> services (free and/or paid) to American counterparts interested in partnership with Italian market.	10	services in the period
7	Administrative tasks	a) Manage the <u>administrative process</u> for the above activities including contracts and all the public procurement activities. b) Prepare <u>Quarterly reports</u> on the activities completed and goals achieved. The annual / final report (4th) including a recap of the entire year. c) Enlarge the list of potential vendors, contractor, experts etc. to support program activities	4	1

5. REQUIREMENTS FOR PARTECIPATION

The **candidate company** shall meet the following eligible requirements:

- a) be based and registered in the United States of America
- b) hold extensive experience (**minimum 5 years**) in the High-Tech Sector
- c) have an in-depth understanding of the US and Italy High-Tech innovation market.

The candidate to be **appointed as Hi-Tech Desk** shall possess:

- a relevant degree in one or more of the following disciplines: Economics, Engineering, Computer Science, and any other relevant degree related to this assignment;
- an extensive career background in the hi-tech and innovation sectors (**minimum 10 years**) and in-depth understanding of the US and Italian markets in this field;
- previous experience with Italian public bodies entitled to internationalization abroad;
- 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).

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

6. 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 **Hi- Tech 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.

7. BUDGET OF THE CONTRACT

The maximum budget allocated for this project is USD **155,000.00** (one hundred and fifty-five thousand dollars), **for a 12-month contract**, equal to Euro **142.896,65** at the official Bank of Italy exchange rate of March 29, 2023 of USD/Euro 1.0847



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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).

Should any other out-of-pocket expenses be required to perform the activities required, both ITA and the **Selected Service Provider**, prior to such expense 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 authorized only by the ITA Trade Commissioner of Los Angeles Office, at its sole discretion, and according to current ITA employees' travel policy and regulations. These expenses will be covered by ITA.

8. DURATION OF THE CONTRACT

The duration of the contract (the "Contract") is **12 months: May 1st, 2023 – April 30th 2024**

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.

9. SUBMISSION REQUIREMENTS AND DEADLINE

According to Italian law, and under penalty of exclusion, the offer should include the following two parts:

- **Envelope A – Administrative documentation**
- **Envelope B – Economic Offer**

Please note that failure to seal envelopes "A" and "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.

9.1 - ENVELOPE "A"

Prepare and mark as **ADMINISTRATIVE DOCUMENTATION + Company's name and BID's object - including:**

1. **Report** on the company's overall experience and knowledge in the High-Tech sector (US and Italy)
2. **Resume** duly dated and signed, of the person to be appointed as the Hi-Tech Desk.



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3. Any **evidence of financial and organizational capacity** consistent with the services required by this bid (for example a bank letter).
4. This **IFB signed** on each page and duly signed for acceptance.
5. **Annex 1" 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).

Any incomplete, irregular, or incorrect content in envelope A "Administrative Documentation" will be ascertained and notified to the offering company. Pursuant to Art. 83, Par. 9 of Legislative Decree no. 50/2016, the offering company with an incomplete application, will be given an opportunity to cure.

Do not make any reference to costs in Envelope A.

9.3 - ENVELOPE "B"

Prepare and mark as "ECONOMIC OFFER" + Company's name and Bid's tender, including:

- The Economic Offer shall be completed in accordance with the template at **Annex 2** attached.
- The Economic Offer 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 "B" 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.

9.4 Prepare all the above TWO ENVELOPES closed and sealed separately and place them in a SINGLE MAIN ENVELOPE marked outside as follows:

- **Complete information of the bidder** (Company name, TAX ID number, and complete address), including telephone and email, where all subsequent notices shall be sent.
- **CONFIDENTIAL - DO NOT OPEN – BID DOCUMENTS – HI-TECH DESK ITA LOS ANGELES OFFICE - CIG 9747479223**
- **Attention: Alessandra Rainaldi - Trade Commissioner**
- **Addressed to: ITALIAN TRADE AGENCY – LOS ANGELES OFFICE, 1900 Avenue of the Stars, Suite 350, Los Angeles, CA 90067- USA**

9.5 DEADLINE

The MAIN ENVELOPE must be sealed and sent, by mail, express courier or hand delivery and **must be received by ITA - Los Angeles Office, within April 19th, 2023 at 12 (noon) (PST), 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.

9.6 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) related to the candidate company and to the appointed High-Tech Desk.
- 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.

10. SELECTION CRITERIA

The contract will be awarded through a negotiated procedure pursuant to art. 7 par. 2 letter b and art. 11 of Decree of the Ministry of Foreign Affairs 192 of November 2, 2017.

Bidding firms will be selected **based on the lowest bid price offered.**

Only bids that discount off the maximum price ceiling of US\$ 155,000.00 will be considered.

Multiple bids will be cause for exclusion.

The Awarding Authority will evaluate all valid proposals and will assess the fairness of the offers pursuant to the provisions of art. 13 c. 1 lett. a) of DM 192/2017. 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 DM 192/17.



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11. EVALUATION PROCESS AND AWARDING PROCEDURE

The calendar for the opening of the envelopes will be the following:

- **Public Session, April 20th, 2023, at 11:00 am:** opening of the offers.

The public session attendance of the bidding companies will be in presence at the premises of ITA Los Angeles Office: 1900 Avenue of the Stars, Suite 350, Los Angeles (CA) 90067.

It will be ascertained whether the Main envelope contains envelope A “Administrative Documentation” and envelope B “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 persons 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 exclusion 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 ITA’s authorized officer will proceed with the opening of envelope B "Economic Offer"**.

The bidding company with the lowest overall bid will be declared the successful company.

ITA will formally communicate the result of the tender to the successful bidder 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.

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 equal financial offers 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.





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12. 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, 1900 Avenue of the Stars, Suite 350, Los Angeles, CA, 90067.**

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.

13. 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.

14. SIGNING OF THE CONTRACT

The signing of the contract will take place after the official notification and after receiving the requested security deposit (see Art.14) 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](#))

15. 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 the sign of the contract.
- b) 80% of the total will be paid divided into 4 quarterly installments by the end of July 2023, October 2023, January 2024 and April 2024.

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 Alessandra Rainaldi: ITA - Italian Trade Commission - Los Angeles Office, 1900 Avenue of the Stars, Suite 350 Street, 90067 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.



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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.

16. 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.

17. 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.

18. COMPETENT JURISDICTION

In case of dispute between the Italian Trade Commission and the Service Provider, the Court of Law of California will be the competent jurisdiction.

19. 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.

20. 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;





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- 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.

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.

21. 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 Director by resolution 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.

22. 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





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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).

23. CONTACT REFERENCE

If you have any questions regarding this tender, please send a message to the following email: losangeles@ice.it.

Regards,

Alessandra Rainaldi
Italian Trade Agency Los Angeles
Trade Commissioner

