



Los Angeles Office

April 8th, 2024

P. 0041267/24

RUP: Alessandra Rainaldi (CdC:3CB2)

CIG: B127BCBE33

COAN: U23EC007H1

INVITATION FOR BID (IFB)

INNOVATION - HI-TECH DESK SERVICE – ITA LOS ANGELES OFFICE

MAY 1ST, 2024 – APRIL 30, 2025

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>

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. INTRODUCTION

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 designed for any market access and validation.

Since September 2021, the ITA - Los Angeles office is also involved in the management of **INNOVIT - the Italian Culture and Innovation Center in San Francisco** - the new Italian hub in Silicon Valley promoted on the initiative of the Ministry of Foreign Affairs and International Cooperation and under the supervision of the Italian Consulate in S. Francisco.

INNOVIT hosts the ITA's promotional Desk and the ITA's FDI Desk, along with the Italian Cultural Institute and



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the Italian Innovation center managed by an external provider.

3. SCOPE OF WORK

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

The **Selected Service Provider** should appoint a well-qualified full-service **project manager** acting as the **Innovation - Hi-tech Desk at ITA - Los Angeles Office and, when required, at INNOVIT San Francisco**, to develop a promotional and assistance program for Italian SMEs and start up accessing the US market.

The **Hi-Tech Desk** can also be required:

- to closely collaborate with the ITA's network in the US and with the ITA's Technology office in Rome, under the coordination and supervision of the ITA Trade Commissioner in Los Angeles.
- for business missions in the US or in Italy, previous authorization by the ITA Trade Commissioner in Los Angeles, at its sole discretion, according to the current ITA employees' travel policy and regulations.

4. DESCRIPTION OF REQUESTED SERVICES AND DELIVERABLES

	Services requested	Deliverables	Target (yearly)	Target (quarterly)
1	Market analysis	Preparation of U.S. <u>market reports</u> focused on hi-tech topics and main vertical industries (for example AI, cybersecurity, robotics, etc.) to be updated on a semestral basis. Relevant topics to be proposed by the selected service provider.	n. 4 market reports	1 report
2	Information	Provide relevant news focused on market trends of interest for the Italian ecosystem, to be published, on a weekly basis, on ITA's website or ITA's social accounts.	n. 160 news	40 news
3	U.S. network development	Update the sectoral database with the 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 should comply with the ITA's BDOE content and regulations.	120 new contacts	30 new contacts

4	Organization of promotional activities	<p>a) Supporting the preparation of the promotional plan 2024 for the innovation sector, by identifying the main events (Fairs, Seminars, Webinars, Incoming in Italy, etc of relevance for the italian ecosystem) with at least n. 2 new activities;</p> <p>b) Organizing the activities of the promotional plan 2024 (SMAU San Francisco, Global Startup Program 5th edition, CES 2025, SXSW 2025, Incoming Delegation to BIAT, SMAU, Maker Faire, etc.</p>	8	according with the event schedule
5	Assistance to the Italian ecosystem	Provide individual assistance services to Italian SMEs, startups, corporates and intermediary organizations (Research Centers, Universities, etc...), interested in approaching the US market.	n. 150 free services n. 6 paid services	according with the service request
6	Assistance to American Companies	Provide individual assistance (free and/or paid) to American counterparts interested in partnership with the Italian market.	10	according with the service request
7	Administrative tasks	<p>a) Management the <u>administrative process</u> for the above activities including contracts and all the public procurement activities.</p> <p>b) <u>Quarterly reports</u> on the activities completed and goals achieved. The annual / final report (4th) including a recap of the entire year.</p> <p>c) Enlarge the list of potential vendors, contractor, experts etc. to support program activities</p>	4	1

5. REQUIREMENTS FOR PARTICIPATION

To participate in this IFB, the Company shall meet the following eligibility requirements:

- a) It shall be eligible and possess all the necessary qualifications, in full compliance with local laws.



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- b) It shall be located, authorized, and licensed to do business in the United States.
- c) it shall hold an extensive experience and understanding of the High-Tech industry in the US and in Italy (**minimum 5 years**) .

In addition, 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**)
- 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).

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

IMPORTANT: Failure to meet even one of the above participation requirements related to the candidate company and to the appointed 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 **170.000,00** (one hundred and seventy thousand dollars), **for a 12-month contract**, equal to Euro **157.072,90** at the official Bank of Italy exchange rate of April 8th, 2024, of USD/Euro 1.0823.



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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).

Therefore, the offer must not exceed USD 170.000,00

Offer exceeding the mentioned amount will be automatically excluded from the 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 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 covered by ITA, only if pre-authorized by the ITA Trade Commissioner of Los Angeles Office, at its sole discretion, and according to current ITA employees' travel policy and regulations.

8. DURATION OF THE CONTRACT

The duration of the contract (the "Contract") is **12 months, starting from the effective date of signature (estimated date is 1st May 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 PROCEDURE

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

- Envelope A – Administrative documentation
- Envelope B – Technical Offer
- Envelope C – Economic Offer

Please note that failure to seal envelopes "A", "B" and "C" 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"

Mark it as ADMINISTRATIVE DOCUMENTATION + Company's name and BID's object and includes:

1. **Proven track record of** the company's overall experience and knowledge in the High-Tech sector (US and Italy)



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2. Any **evidence of financial and organizational capacity** consistent with the services required by this bid (for example a bank letter).
3. **The letter of acceptance of the tender (Annex 2)**, dated and signed by your company representative.
4. **Requirements for Procurement Procedures under the European Union Threshold (Annex 1)** to be 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. 101, co. 1 of Legislative Decree no. 36/2023, the offering company with an incomplete application, will be given an opportunity to cure.

Do not make any reference to costs in Envelope A.

9.2 - ENVELOPE "B"

Mark it as "TECHNICAL OFFER" + Company's name and Bid's tender and includes:

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 detailed proposed activities to be implemented under the program, highlighting qualitative and quantitative elements of the offer.
- b) Resume of the expert to be appointed as the Hi-Tech 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 Envelope B.

9.3 - ENVELOPE "C"

Mark it as "ECONOMIC OFFER" + Company's name and Bid's tender and includes:

- The Economic Offer shall be completed in accordance with the template at **Annex 3** 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:

- The quotation must be **equal to or inferior to the total available budget 170.000,00.**
- 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.

9.4 MAIN ENVELOPE



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

- **CONFIDENTIAL - DO NOT OPEN – BID DOCUMENTS – HI-TECH DESK ITA LOS ANGELES OFFICE - CIG B127BCBE33**
- **ITALIAN TRADE AGENCY – LOS ANGELES OFFICE, Attention: Alessandra Rainaldi, Italian Trade Commissioner, 12424 Wilshire Blvd., Suite 1400, Los Angeles, CA 90025 - USA**
- **THE ECONOMIC OPERATOR INFORMATION (Company name, TAX ID number, and complete address, including telephone and email, where all subsequent notices shall be sent).**

9.5 DEADLINE

The MAIN ENVELOPE must be sealed and sent, **only by Mail or express courier (not hand delivery)** and **must be received by ITA - Los Angeles Office, within April 23rd, 2024 at 12 (noon) (PST), exclusively at the address indicated above.** The exception of the 30-days deadline is provided for by art. 71, paragraph 3, of Decree of the Ministry of Foreign Affairs 32 of January 17th, 2024, to guarantee continuity of the service in question.

- 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) 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.

11. AWARDING CRITERIA

The contract will be awarded based on 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 32 of January 17th, 2024.

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 the company experience in the Hi-Tech sector	20	
2) Technical description of the services offered, according to the art. 4	20	
3) Professional background of the expert proposed for the Hi-tech 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.

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);

Vai = 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 **170.000,00** (one hundred seventy 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:

- **Public Session, April 24th, 2024, at 12:00 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, Los Angeles (CA) 90025.



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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 people 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.

1) 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.

2) 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:



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- 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, Los Angeles, CA, 90025.**

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. 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.13) 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:

- 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 2024, October 2024, January 2025 and April 2025.



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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, 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.

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 **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, 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 Italian Trade Commission and the 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.

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 32 of January 17, 2024.

ITA is an agency 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. 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.



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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 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.

24. WHISTLEBLOWING

By accessing the website www.ice.it - section "Whistleblowing", available at the following link: <https://ice.whistleblowing.it/#/> it is possible to report in complete confidentiality any "unlawful 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).

25. 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
