



Prot. 0091098/22
August 2nd, 2022
RUP: Alessandra Rainaldi
COAN: U204C054H1
CO.GE 651102007
CIG:935453025D

INVITATION FOR BID (IFB)

<p>RE: ADAPTATION WORKS FOR THE ITALIAN INNOVATION AND CULTURE HUB - INNOVIT 710 SANSOME ST SAN FRANCISCO (CA), 94111</p>
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The Italian Trade Agency - Los Angeles Office (ITA) is planning adaptation works for the ITALIAN INNOVATION AND CULTURE HUB - INNOV.IT, located at 710 Sansome St. 94111, San Francisco (CA).

The scope of work will include the following: demolition and repairs of selected existing walls, provision and installations of partitions and new built-in furniture, MEP (mechanical, electrical and fire sprinkler systems) and permits, if required.

ITA is therefore selecting a contractor to carry out the required work specified above.

The bid is open to all companies that meet the qualifying criteria as specified in point 4 below. Your proposal should conform with the terms, conditions and specifications set hereafter and in the documentation attached to this IFB, which is an integral part of the bid.

A pre-bid site inspection can be scheduled for the week before the Bid conclusion, by request to losangeles@ice.it.

At all times that work is in progress on site, the work shall be conducted in such a manner that minimizes disruption to the surrounding community and maximizes safety and security at the premises.

The proposed project schedule will be as follows:

Bid terms	22nd August
Award of Contract:	within 26th August 2022
Begin Construction:	6th September 2022
Complete Construction:	31st October 2022

The budget for the bid is 165,000.00 USD: to be considered valid, quotations must be equal or inferior to the total available budget.

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>
E-mail: losangeles@ice.it, Tel (323) 879.0950- Fax (310) 203.8335
Ms. Alessandra Rainaldi, Trade Commissioner of ITA Los Angeles Office and Chief Procurement Officer (CPO)/ Responsabile Unico del Procedimento (the acronym is RUP in Italian)

The Italian Trade Agency (ITA) is the Governmental agency that supports the business development of Italian companies abroad and promotes the attraction of foreign investment in Italy. ITA is headquartered in Rome and operates with a network of offices worldwide linked to Italian Embassies and Consulates and works closely with local authorities and businesses. In the US, ITA is present in the following cities: New York, Chicago, Los Angeles, Houston and Miami. For more information on the Italian Trade Agency and its presence in Italy and the world, please visit our website [https://www.ice.it/en/\(Italian/English\)](https://www.ice.it/en/(Italian/English)).

2. **GENERAL INFORMATION**

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.

At the Innovation Center is located the Italian Cultural Institute and the ITA's Innovation and Foreign Direct Investment Desks and an external provider for innovation and acceleration services. The Italian Innovation and Culture Center - INNOV.IT is located on the ground and lower level of the building at 710 Sansome Street, on a total of 11,900 square feet. The building has two entrances: the main entrance is located at street level on Sansome Street, while the secondary entrance is located on Jackson Place.

The overall space is approximately allocated as follows:

- **The ground level** accommodates the social and event spaces (reception, lounge, event, and exhibition area). The mezzanine level, accessible from the ground level, includes offices and a meeting room.
- **The lower level** is mostly dedicated to start-up co-working areas, meeting rooms/classrooms, and corporate offices.

The scope of work is to adapt the internal building to the needs of the new Italian Innovation and Culture Center - INNOV.IT.

3. **DESCRIPTION OF SERVICES REQUESTED**

The works requested include adaptation interventions of the ground floor, mezzanine level and of the lower level: demolition and repairs of selected existing walls, provision and installation of new

partitions and of new built-in furniture. The work also includes MEP (mechanical, electrical and fire sprinklers) for the new spaces and permits, if necessary.

4. REQUIREMENTS FOR PARTICIPATION

In order to participate in this IFB, the Contractor shall meet the following requirements (referred to in art. 9 of Ministerial Decree 192/2017):

- a) It shall be eligible and possess the necessary qualifications to provide the services requested in this bid, in full compliance with local laws (California and City of San Francisco).
- b) It shall be based in the USA, and it shall be authorized and licensed to do business in the USA
- c) Be of sound economic and financial status.
- d) It shall meet the “**General requirements**” pursuant to art. 9 paragraphs 1 and 3 of Ministerial Decree 192/2017 to be rendered through the compilation of Part III, Sections A, B, C and D, of the *Requirements for procurement procedures under the European Union threshold (Annex 5)*

Note: *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. If the Contractor should fail to keep these requirements for the duration of the contract, ITA reserves the right to unilaterally cancel the contract.*

IMPORTANT: in case your company is chosen to provide the service, it will be required to register in the ITA’s Vendor list (see more details at the following link: [Business Vendor Registration](#)).

5. ESTIMATED BUDGET

The overall estimated budget, all included, is **USD 165,000.00** (one hundred sixty-five thousand dollars), equal to Euro 161.385,00 (at the official Bank of Italy exchange rate of \$/Euro 1.0224, published on August 2nd, 2022).

Note that although the project budget is fixed, we are willing to adjust the project scope of works to fit within our budget

ITA is a **tax-exempt organization** and as a governmental Agency must follow strict public procurement requirements in terms of assembling this IFB and awarding contract.

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.

6. SELECTION CRITERIA

According to art. 11 of the above DM 192/2017, the bid will be awarded on the basis of the LOWEST PRICE.

Please note that:

- Offers above the established bid amount will not be accepted.
- The award will take place even with one single offer as long as it is complete.

7. TENDER DOCUMENTS

The tender documentation includes:

1. Invitation for Bid (IFB)
2. Annex 1 - Technical Description
3. Annex 2 – Executive Project, by “TADA - Tobi Adamolekun Design Agency”
4. Annex 3 - References
5. Annex 4 - Letter of Acceptance
6. Annex 5 - Requirements for procurement procedures under the European Union threshold
7. Annex 6 - Economic Offer

8. DURATION OF THE CONTRACT

The contract will run **from the effective date of the contract until October 31st, 2022.**

The Contract will automatically terminate on its expiration date.

9. SUBMISSION REQUIREMENTS

According to Italian law, and under penalty of exclusion, the offer should be submitted in one single closed and sealed MAIN ENVELOPE, marked outside as follows:

- **the complete information of the sender** (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 – INNOVIT 2022, San Francisco, CA - CIG: 935453025D**
- **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

The MAIN ENVELOPE shall contain the following TWO ENVELOPES closed and sealed separately, prepared as follows:

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

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

ENVELOPE A: mark as **ADMINISTRATIVE DOCUMENTATION** + indicate Company's name and BID's object.

In this Envelope the bidder must submit the following documents:

1. **A proof of Economic and Financial Solvency:** - Financial solvency (for example, a letter from your bank); - Turnover for each of the **past 3 years (2019-2020-2021)** for jobs realized in the US. **A minimum annual turnover of 200,000 USD is required.**
2. **A proof of Technical Qualification:** - For example, a description of completed similar projects in the **last 3 years (2019-2020-2021)**, inclusive of prices and customer's names. To be considered as "technically qualifying", the amount of the above-mentioned similar completed projects **must not be lower than 150,000 USD each.**
3. **Annex 4 – Letter of acceptance of the tender**, dated and signed by your company representative.
4. **Annex 5 – 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**)
5. **Technical Proposal** shall detail how the work will be conducted, the specifications of the material and supplies to be provided (dimensions, quality, ecc...). according to the requirements provided in the Technical description (**Annex 1**) and in the Executive project (**Annex 2**).

The Technical proposal - provided in any form deemed effective by the bidder - shall not exceed 20 (twenty) pages in total. Every page shall be initialized by the agent/representative/director/manager of the contractor and bear a full signature on the last page. We are purchasing all displays and materials required for this project. All designs, layout, film, printed copies and electronic images designed for the ITA will remain exclusive property of the ITA. Full transfer of ownership will take place upon completion of contracted designs and final payment issued by ITA.

Incorrect, incomplete or irregular contents in envelope 1 for documentation can be remedied, pursuant to Art. 83, Par. 9 of Legislative Decree No. 57/2017. The results will be put on record.

Do not make any reference to costs in the Envelope "A".
Any reference of costs in the Envelope A is cause of exclusion from the bid.

ENVELOPE B - Mark as **ECONOMIC OFFER** + indicate Company's Name and Bid's tender

- The Economic Offer shall be completed in accordance with the template at **Annex 6** attached.
- The Economic Offer shall be expressed clearly in numbers and letters and signed by the agent/representative/director/manager of the bidder.
- The quotation must be itemized and include all applicable taxes, charges and fees.

Please consider that:

- The quotation must be **equal or inferior to the total available budget (\$165,000.00)**.
- 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. - The quotation must include the bill of quantity.

- The itemized quotation must be included in all points of your proposal.
- Multiple offers will not be considered and will make your proposal invalid.

Please indicate Price Information ONLY in your ECONOMIC OFFER (Envelope "B") and NOT in the ADMINISTRATIVE DOCUMENTS (Envelope "A") as THAT WILL INVALIDATE YOUR PROPOSAL.

10. DEADLINE

The MAIN ENVELOPE **must be received by ITA - Los Angeles Office, within August 22nd, 2022 at 11am (PST)**, exclusively at the address indicated above, **only by mail or express courier (not hand delivery)**.

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.

11. EXCLUSIONS CLAUSES

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

- They are received after the deadline or have been presented in a form other than that indicated above;
- They are conditional or 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;
- They are 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.
- 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.

12. EVALUATION PROCESS

The bid documents will be opened and examined **on August 22nd, 2022** at the premises of the ITA Los Angeles Office:

- **12:00pm (noon)** open session for the opening of the envelope "A" - ADMINISTRATIVE DOCUMENTATION
- **3:00 p.m.** open session for the opening of the envelope "B" - ECONOMIC OFFER

For precautionary measures related to the COVID19 pandemic, the public session attendance of the bidding companies will be granted through a video meeting Google Meet link. The link and more details will be communicated via email to the email address provided for communications.

13. AWARDING PROCEDURE

The Contract shall be awarded on the basis of the **LOWEST PRICE** according to art. 11 of the above DM 192/2017.

The Contracting 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.

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 the open session. No compensation or reimbursement of expenses will accrue to the invited bidder because of the submission of the bid.

Please make sure to follow all instructions carefully to avoid a rejection or a disqualification. Failure to include all requested items will render your tender incomplete and will not be considered.

14. SUBCONTRACTS OR TRANSFER OF SERVICES

- The Contractor must indicate at the time of bidding in the Technical Proposal, the parts of the service it intends to subcontract in accordance with the provisions of Article 14 of DM 192/2017, in the absence of such indications subcontracting is prohibited.
- It should be noted that the percentage share that can be subcontracted must be contained within the maximum limit of 30% of the contract amount.
- The subcontractor must meet the requirements stipulated in the bid in relation to the service being subcontracted;
- The ITA office will not make direct payment to the subcontractor(s) and payments will be made to the contractor who shall transmit to the contracting station, within twenty days of the relevant payment, copies of received invoices, issued by the subcontractor. This is without prejudice to the cases provided for in Article 14 of DM 192/2017.

15. SECURITY DEPOSIT

The winner of the bid must submit in favor of **Italian Trade Agency, Los Angeles Office, 1900 Avenue if the Stars, Suite 350, Los Angeles, CA, 90067** - 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 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.

16. ITA's OBLIGATIONS - TERMS OF PAYMENT

- **Draw up the "Statement of start of contract"** upon commencement of activities by the contractor;
- **Pay the 20% of the total amount after the signing** of the contract from both Parties and upon presentation of a regular invoice addressed to the attention of Director Alessandra Rainaldi, ITA – Italian Trade Agency – Los Angeles Office, 1900 Avenue of the Stars, Suite 350 Los Angeles, CA 90067.
- **Pay 30% of the total amount after 30 days from the beginning** of the work and after verification of the progress of work, by drawing up a statement prepared by the Construction Manager of work, and upon presentation of a regular invoice.
- **Pay 50% balance within 30 days after the conclusion** of the contract, upon presentation of a regular invoice and issuance by ITA of the "Certificate of Regular Execution", certifying that the service has been completed according to the agreed terms

17. APPOINTED CONTRACTOR'S MAIN OBLIGATIONS

The Contractor provides to the Awarding Authority certificates of General Liability Insurance in the amount of \$5 million, and California Workers Compensation and Disability Insurance. Contractor furnishes General Liability Insurance certificates naming ITA, the Construction Manager of work, as additional insureds before starting the Work.

- The contractor is also responsible for the behavior of its employees and for any damage caused by them to third party persons and/or property. ITA can request the removal of any worker whose conduct reflects negatively on the image of ITA.
- Contractors shall secure all required approvals, inspections, and certifications of the Work from all jurisdictional authorities during and upon completion of the Work.
- Contractors shall file for and secure, at contractors' expense, all required Permits from the City of San Francisco to conduct the Work of this Contract. All permits are to remain in effect until receipt of a permanent Certificate of Occupancy for the Work of this Contract.
- The contractor shall examine the site and must draw his own conclusions as to the conditions that will be encountered at the start and during the progress of the work.
- All work must be performed in the best manner and all materials of which the work is composed shall be of the best kind. A sufficient number of persons shall at all times be employed to execute the work with due dispatch, the whole to be done to the satisfaction of the Construction Manager of work, and any materials furnished or work done not satisfactory to the Construction Manager of work, shall be immediately removed and satisfactorily replaced by the contractor at his own expense.
- All construction materials are to be new, except where specifically noted otherwise.
- All construction materials are to match existing unless specifically noted otherwise.
- Construction materials have been selected for compatibility with a conservation environment.

- Contractors' personnel and material routes into and out of the building are to be protected to avoid damage to historic building construction and finishes.
- Contractors' normal work hours are to be 8AM - 5PM Monday through Friday, except holidays. Longer workday, weekend, or holiday work hours may be arranged within legal restrictions and at the discretion of the Owner and the Construction Manager of work.
- The building where INNOVIT is located is a significant Local Historic Structure that retains considerable historic integrity. Existing construction and materials must be treated by the Contractors with special care and attention so as to retain as much historic material intact and in-place as possible while performing the Work of this Contract. Contractors are to use extreme caution in executing the Work so as to avoid damage to historic building materials.
- Unaffected building interior areas and finishes are to be protected as required from weather, dirt, and dust resulting from the work, during all construction operations.
- The building interiors and surrounding site are to be kept broom cleaned at the end of each work day and completely cleaned as a condition of project close-out.
- All construction related materials, equipment, and debris are to be removed from project premises on a daily basis to prevent potentially hazardous stockpiling of materials and disposed of by legally accepted means. All construction materials and debris are to be completely removed from project premises as a condition of project close-out.

18. PENALTY

- Failure to meet the deadlines specified for completion of the work provided for in the Article of this IFB, will determine the application of a daily penalty up to 5% of the entire contract amount, up to 10 days of delay, from the 11 day, ITA may request termination of the contract and compensation of any greater damages.
- A penalty up to 5% of the total of the single category items will be applied for the new glass partitions and the custom-made furniture elements requested, which will be evaluated, according to the Construction Manager's report, partially or completely inadequate or such as to show defects in manufacture and/or in characteristics other than those presented in the bidding phase and/or bearing damage derived from careless conservation to such an extent as to be structurally and/or aesthetically unusable.
- A penalty up to 5% of the total contract amount will be applied if the work will be considered not in accordance with the Technical description (Annex 1) and the Executive project (Annex 2), by the Construction Manager of work appointed by the RUP (through specific written report, accompanied by photographic surveys).

Notice: If the Contractor is found to be in default in whole or in part of what is stipulated in the design drawings and/or in the contractual facts, ITA Agency, at any time, may request termination of the contract and compensation of any greater damages.

For the purposes of this article, “partial defaults” shall mean deficiencies and/or non-compliance and/or deviations from the final project.

19 . SIGNING OF THE CONTRACT

The signing of the contract will take place after the official notification and after receiving the requested security deposit (see point 15) within the maximum time limit of 20 days.

20. COMPETENT JURISDICTION

In case of a dispute between the Italian Trade Commission and the Appointed Contractor, the Court of Law of California will be the competent jurisdiction.

21. RULES OF CONDUCT OF THE AGENCY AND/OR STAFF OF THE AGENCY

In the execution of the contract, the awarded Agency undertakes to fully respect the Code of Conduct adopted by ITA with respect to the provisions of Presidential Decree 62/2013 approved by the Board of Director by resolution no. 547/21 on 02/23/2021.

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. 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.

23. PRIVACY

The awarded Company is invited to read the Information on the processing of personal data pursuant to Regulation (EU) 2016/679 ("RGPD"), available on the institutional website of ICE-Agenzia at <https://www.ice.it/it/privacy>. Access to tender documents is governed by Law no. 241 of August 7, 1990.

The only subject in charge of the proceeding [Chief Procurement Officer (CPO)/Responsabile Unico del Procedimento (RUP)] is **Ms Alessandra Rainaldi — The Italian Trade Agency – Los Angeles, Italian Trade Commissioner.**

ITA is an instrumentality 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 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.

24. WHISTLEBLOWING

By accessing the website www.ice.it - section "Whistleblowing", available at the following link: <https://ice.whistleblowing.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 the by **August 15th 2022**.

Questions will be answered by written communication.

Technical clarifications will be provided with the assistance of the Project Architect:

TADA - Tobi Adamolekun Design Agency

Mr. [Tobi Adamolekun](mailto:tobi@tobiadamolekun.com), email: tobi@tobiadamolekun.com

All queries (FAQ) will be published on ITA Website

We look forward to receiving your proposal.

Sincerely,
Alessandra Rainaldi
Trade Commissioner

(signed in original)