



ITALIAN TRADE AGENCY
ICE - Italian Trade Commission

Toronto, November 16, 2021
CIG: 898356505D
CIG: 8983567203

Prot.0129188/21

RE: INVITATION FOR BID (IFB) FOR THE “2021/2023 SERVICE OF TEMPORARY EMPLOYMENT AGENCY – TEMPORARY EMPLOYEE PAYROLLING SERVICES RELATED TO THE ITALIAN TRADE COMMISSION (ITC) OFFICES IN TORONTO AND MONTREAL”

Notice to bidders: please read this IFB carefully and verify the requirements in advance. Incomplete submissions will not be accepted. Once a complete submission is received, you are deemed to have understood and agreed to the terms and conditions of this IFB.

Should you have any questions before submission, feel free to contact the Italian Trade Commission in Toronto at the email toronto@ice.it no later than November 22nd, 2021.

The Italian Trade Commission Canada is searching for a provider for the above services. If you are interested, you are invited to submit an offer taking the following into account.

1. AWARDING ENTITY

The Italian Trade Commission (ITC) - Toronto Office
480 University Avenue, Suite 800
Toronto, ON M5G 1V2

Mr. Marco Saladini
Trade Commissioner - ITC Canada
Official Representative of the Contracting Authority (Responsabile Unico del Procedimento)
Tel. 416/598-1566 Fax. 416/598-1610
toronto@ice.it

The Italian Trade Commission is the government entity which promotes the internationalization of Italian companies along with the policies of the Italian Department for Economic Development. ITC provides support to Italian and foreign companies. ITC 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.

TORONTO office
480 University Avenue, Suite 800
Toronto, Ontario, Canada M5G 1V2
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598-1610
E-mail: toronto@ice.it
www.ice.it

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



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ITC provides a wide range of services such as the following:

- The selection of business partners
- Bilateral trade meetings with Italian companies
- Trade visits to Italy
- Participation to local fairs
- Seminars conducted by Italian advisers

In Canada, ITC is present in Toronto (head office) and in Montreal.

For more information on the ITC and its presence in Italy and the world, please visit our website www.ice.it (Italian/English).

2. DESCRIPTION OF SERVICES REQUESTED

The Italian Trade Commission (ITC) invites Temporary Employment Agencies located in Canada (the "Agency") to submit a bid for the hourly fee ("Mark-up in % per hour" on top of the gross hourly salary or all inclusive cost of labour) for the **"2021/2023 SERVICE OF TEMPORARY EMPLOYMENT AGENCY"**. This is an open procurement process and all Canadian companies possessing the required expertise, licences and qualifications can bid.

This invitation for bids ("IFB") is divided into two lots. The awarded entity must be able to provide one or both of the following services.

- a) **Full Temporary Employment Agency Service:** temporary employee selection, recruitment and payrolling services **Canada-wide** for the positions indicated below - Lot 1 (CIG: 898356505D)
- b) **Employee Payrolling Services Canada-wide** for temporary employees recruited by ITC - Lot 2 (CIG: 8983567203)

Types of temporary positions which might be requested during the life of the contract

Positions ON SITE (480 University Ave. Suite 800 Toronto or 1000 rue Sherbrooke ouest, bur. 1720 Montréal)
1. Entry level (data entry, receptionist, photocopying)
2. Intermediate level (Administrative assistant, including accounting)
3. Experienced level (Junior Trade Analyst)
4. Advanced level (Trade Analyst)
5. Expert level (Data Analyst)

Positions OFF SITE (to be determined as needed)
6. Porter Off-site (moving boxes and promotional material during events), on an hourly basis
7. Hostess off-site (preferably trilingual: French, English, Italian)
8. Interpreter off-site (bilingual or trilingual)

The above services will be requested with a "Purchase Order (PO)" by the Trade Commissioner referring to either ITC's Toronto or Montreal office. A service will be deemed to have been activated upon request dispatched by email or fax containing all the relevant data necessary to identify the essential conditions of each service.

ITC's choice of whether to avail itself of the services of the awarded bidder under Lot 1 or Lot 2, if different, will be based on the requesting Office's capability and convenience to select a temporary staff member autonomously. Existing temporary employees will be transferred from the current provider to the awarded bidder of Lot 2, if different, as selection and recruitment services will not be needed in their case.

SERVICE TIME FRAME

Start Date: November 30, 2021

End Date: November 29, 2023 or earlier (see paragraph 4 below)

3. BUDGET AND TERMS OF EXECUTION

The total estimated amount for services rendered during the duration of the contract by the awarded bidder will not exceed **CAD 300,000.00**. This amount includes the gross salary or all inclusive cost of labour of all temporary employees managed by the awarded bidder(s), i.e. the sum of pay rates, WSIB, CPP, EI, vacation pay, all other contributions as per Provincial Employment Standards and agency fees for services described under both a) and b) sections of paragraph 2 above.

For the **Full Temporary Employment Agency Services (Lot 1)** the maximum budget is **CAD 50,000.00**, for the **Employee Payrolling Services (Lot 2)** the maximum budget is **CAD 250,000.00**

The ITC is not bound to guarantee the level of expenditure indicated herein, which is a mere estimate, because the services needed by our personnel are subject to various factors that make it impossible to set a specific amount. Therefore, the actual level of expenditure at the end of the contract will be based on needs and available budget but will not exceed the above indicated amount. Thus, there will be no monetary adjustments if the expenditure for

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services is below the amount set forth herein.

4. LIFE OF THE CONTRACT

The contract will last :

- a) 2 (two) years, or
- b) until the date when the estimated amount for each service category is reached whichever comes first and will be effective starting November 30, 2021 after signature from both parties.

The contract will automatically end on its expiration date - November 29, 2023 - or upon reaching the amounts specified above without any notification between the parties.

There will be no tacit renewal of this contract.

Whether the contract expires on its original date or earlier, the Agency, at the request of ITC, agrees to guarantee the continuation of services for up to 90 days, at the same prices and conditions, in order to allow for the gradual transfer of services to a new Agency.

5. REQUIREMENTS FOR THE SUBMISSION OF OFFERS

According to Italian law and under penalty of exclusion, all parts of an offer by a bidder shall be submitted in one single closed and sealed envelope indicating on the outer surface **"CONFIDENTIAL - Do Not Open. Bid Documents: "2021/2023 SERVICE OF TEMPORARY EMPLOYMENT AGENCY" CIG 898356505D/8983567203**

The envelope shall clearly indicate the complete name of the sender and the complete address (telephone and email) where all subsequent notices shall be sent.

Furthermore, the envelope shall contain **two (2) separate envelopes**, closed and sealed, indicating on the outer surface what follows.

ENVELOPE "A" + [NAME of the COMPANY] + "Administrative Documentation"

This envelope **must** contain:

1. this IFB initialed on each page, duly signed as acceptance of the tender requirements
2. annex 1 - Acknowledgement of the IFB which states that you are eligible and possess the necessary qualifications, completed and duly signed

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3. annex 3 - Supplier registration package duly completed, dated and signed in at least all mandatory fields; by filling out this form you will be entered in ITC's suppliers database and may be considered for certain restricted procurement procedures
4. annex 4 - Declaration Statement duly completed, dated and signed by the legal representative or its delegate with power of attorney accompanied by a **photocopy of a valid ID**, stating that the bidder is in compliance with
 - General requirements.
 - Requirements for professional competence in the sector of reference for the service to be rendered and
 - Technical and professional skills (pursuant to Article 83, paragraph 1, letter c) of Legislative Decree 50/2016).

The failure to include all of the above items may disqualify your bid.

ENVELOPE "B" + [NAME of the COMPANY] + "Financial/Economic Offer".

The envelope will include the Financial/Economic offer which shall be made in accordance with the terms indicated in this IFB and using the form included in Annex 2. It shall be expressed clearly in numbers and letters and signed by a legal or authorized representative of the bidding Agency. Multiple offers will not be considered.

The offer for the 2 options a) and b) indicated in paragraph 2 above shall be expressed in **Mark-up % / Hour over the all inclusive cost of labour. Your Agency may bid on either a) or b) or both.**

The offer must be valid for 60 days from its submission.

Please do not submit your **FINANCIAL/ECONOMIC OFFER** together with your **ADMINISTRATIVE DOCUMENTS** as that will invalidate your proposal.

6. THE EVALUATION PROCESS

Each bid will be evaluated based on the lowest Mark-up % / hour.

The award will take place even in the presence of a single quote, as long as it is deemed valid. Offers will be evaluated separately for Lot 1 and Lot 2 which might result in two bidders winning each one of the two lots.

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7. TENDER PROCEDURES

Bids' opening will take place during an open public session. Only one (1) legal representative, or his/her delegate, for each participating bidder, can participate in the public session. The session will take place on November 29, 2021 at 2:30 p.m. at the ITC office in Toronto.

The ITC reserves the right not to award one or both Lots should offers exceed reasonable limits.

Should the awarded entity fail to stipulate the contract or launch the contract, the award will be revoked and the contract awarded to the next economic operator in the ranking list.

8. DEADLINE

The envelope containing the offers must be received by ITC, under penalty of exclusion from the tender, **no later than Thursday, November 29, 2021 12:00 pm (EST)**.

The offers must be sent by courier to: **ITALIAN TRADE COMMISSION Toronto, 480 University Avenue, Suite 800 Toronto ON M5G 1V2.**

No offer shall be accepted after the deadline. Incomplete offers, even if mailed within the stated deadline, shall be excluded. An offer is deemed to be incomplete if a bidder does not comply with all the terms of this IFB.

Receipt of a set of bidding documents does not imply satisfaction of the bidding requirements.

9. PAYMENT TERMS

Italian law does not allow advance payments for public contracts.

Invoices must be issued on a **bimonthly or monthly basis** and amounts relating to each purchase order must be clearly identifiable. Payment will be issued by EFT-Direct Deposit in CAD within 30 days of receipt of original invoice addressed to the ITC office indicated in the Purchase Order (PO).

10. PENALTIES AND TERMINATION CLAUSE

In the event that the Agency's self-declaration and certified requirements, including the documents submitted for enrollment in the ITC Suppliers' Registry, are found to be in defect following a subsequent verification, the ITC will proceed with the termination of the contract. In this case, in addition to termination, the ITC will pay the agreed outstanding payment exclusively for services already rendered and will apply a penalty of not less than 10% of the

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contract value. Penalties for untimely provision of contractual services will be specified in the service contract.

12. SECURITY DEPOSIT

Applicable regulations prescribe the submission of a performance surety bond by the awarded bidder. Given the framework contract nature of the agreement to be established, the ITC will withhold 10% of each purchasing order's value to be released with the last payment made for the services indicated in the specific purchasing order. The funds will be released provided that all obligations and performance of the awarded Agency have been properly performed in accordance with the terms of the contract and of the individual purchasing order.

13. NO EXCLUSIVITY

While the ITC wants to find one or two reliable and cost effective providers with which it can work on a regular basis, it does not grant the awarded bidder(s) any exclusivity in providing the services described herein.

14. NO SUBCONTRACTS

It is expressly forbidden to resort to subcontracts, in consideration of the particular nature of the services, which need a trustworthy interlocutor capable of ensuring a fast execution of services.

15. CONTACT PERSON

The service supplier, when submitting a bid, agrees to designate at least one of their employees as our contact person in charge of providing the services that are the objective of the specifications attached hereto. The contact person shall ensure the proper execution of services, acting promptly to solve any problem that may arise and answering in a timely manner to any request made by the ITC.

16. OBLIGATION OF CONFIDENTIALITY AND PROTECTION OF PRIVACY – ARTICLES 13 ET SEQ. OF THE EU REGULATION 679/2016

In compliance with the provisions of art.13 and under the EU Regulation 679/2016 on the protection of personal data of physical persons, as referred in art. 4 of the aforementioned Regulation, we inform you that your personal data is collected, processed, used and disseminated solely for the institutional purposes of ITA-Agency (ITC), as required by art. 14, paragraph 20, D.L.98/11 converted into L.11/11 as replaced by art. 22 c. 6 D.L. 201/11

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converted into L. 214/11 and for this purpose will be included in the Central Data Bank of ITC.

This process will take place by means of paper and/or computerized methods. The data will be communicated and disseminated to other public entities to fulfill specific legal obligations. We also remind you that you may exercise, at any point of time, the rights referred to in articles 17 and the ones EU Regulation 679/2016.

Same rules of data protection apply to the Supplier Registry

The winning Agency agrees to consider all information, concepts, ideas, procedures, methods and/or technical data that the employees will learn during the execution of the services herein as confidential and covered by the obligation of professional secrecy. In this regard, the winning Agency, together with its employees and consultants, agrees to adopt the necessary caution to protect the confidentiality of said information and/or documentation.

The winning Agency must adopt all measures that ensure the safe processing of personal data, as well as the protection of the rights of natural and legal persons.

The winning Agency will not disclose, communicate or disseminate the data acquired on account of its contractual work nor will it use said data to promote or market its own services.

The only permissible use is the one provided and governed by the Call for Bids and the contractual documents.

At the same time, ITC, too, guarantees the confidentiality and secrecy of the data, information and commercial know-how contained in the documentation furnished by all bidding agencies.

18. ADDITIONAL CLAUSES

As required by the applicable Italian Law, by submitting its offer the bidder agrees to sign, if awarded, a formal contract containing the following clauses, which are as further specified below).

- Anti-pantouflage
- Code of Conduct
- Integrity Pact clause
- Whistleblowing

The failure to include all the items requested by this IFB may disqualify your bid. Please be sure to follow all instructions carefully to avoid disqualification.

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If you have any questions regarding this tender, please send an email to: toronto@ice.it – Ref. **CIG: 898356505D/8983567203** no later than November 22, 2021. Replies to your questions will be published on the [ITC's website](#).

Cordially,

For acceptance



Marco Saladini
Italian Trade Commissioner - ITC Canada

Signature of the legal representative

By signing above you agree, on behalf of the addressed company, to the terms outlined in the above contract and confirm and declare to the best of your knowledge that:

1. Supplier has not retained or engaged professionally any ex-public sector employee who has ceased his or her employment with "ICE-Agency" (i.e., the Italian Trade Commission, ITC) within the last three years and who has occupied a management role in the said organization or has been delegated management powers to execute contracts or other commercial transactions on behalf of the organization;
2. Supplier accepts in full, is compliant with and is not in breach of its obligations under the Corruption of Foreign Public Officials Act, Statutes of Canada 1998, Chapter 34 (the "CFPOA"); for the avoidance of doubt, ITC regards compliance with the CFPOA as identical to compliance with the ITC's Code of Conduct issued in compliance with Italian Presidential Decree No. 190/2012 (the code can be downloaded from http://ww2.gazzettaamministrativa.it/opencms/export/sites/default/gazzetta_amministrativa/amministrazione_trasparente/agenzie_enti_stato/agenzia_ICE/010_dis_gen/020_att_gen/2014/Documenti_1389874_530679/1620809957804_code_of_conduct_2021.pdf);
3. Neither the signatories to this agreement nor anyone connected with or having a direct or indirect interest in Supplier's operations related to this agreement is a "foreign public official" within the meaning of the CFPOA;
4. Neither you nor any person on Supplier's behalf, has given or agreed to give, or offered, directly or indirectly, any loan, reward, advantage or benefit of any kind to any person connected to ITC or to any person for the benefit of a person connected to ITC, in order to obtain or retain an advantage in the course of ITC's business; and

Note: The Code of Conduct and Disciplinary Procedures adopted by ITC are available on the website www.ice.gov.it – at the section "Transparent Administration" - "General Provisions" - "Acts of general application". For any serious breach of rules set by the Code, the Decree or the CFPOA, ITC will have the option to terminate Supplier's contract.

5. Pursuant to art. 54-bis, paragraph 2 of Legislative Decree no. 165/2001, as amended by Law no. 179/2017 concerning "Provisions for the protection of persons who report unlawful activities or wrongdoing based on information acquired in a public or private work-related context", the suppliers of goods or services to the ITC are also entitled to report any unlawful conduct or wrongdoing of which they have learnt within the context of the contractual relationship. The reports, which are kept fully confidential, are managed through an IT application available on the ITC - ICE website - "Whistleblowing" section, at <https://www.ice.it/en/whistleblowing>

It remains understood that any product delivered within the context of this Agreement shall remain the exclusive property of ITC and that it is expressly forbidden for the Supplier to produce, publish, sell, transfer or reveal in full or in part the products and/or any of their contents without the prior written consent of ITC.

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