



Chicago Office

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COAN: VARIOUS

### **MARKET SURVEY NOTICE**

## **FRAMEWORK CONTRACT FOR GRAPHIC DESIGN AND PRINTING SERVICES FOR TWO (2) YEARS FOR THE ITALIAN TRADE AGENCY (ITA) – CHICAGO OFFICE.**

### **1. INTRODUCTION**

Italian Trade Agency (ITA) is the Governmental agency that supports the business development of our companies abroad and promotes the attraction of foreign investment in Italy.

ITA is headquartered in Rome and operates worldwide from a large network of Trade Promotion Offices linked to Italian embassies and consulates and working closely with local authorities and businesses. In the US the ITA's network operates in New York, Chicago, Los Angeles, Houston and Miami. For more information on the Italian Trade Agency and its presence in Italy and the world, please visit our website [www.ice.it](http://www.ice.it) (Italian/English).

### **2. AWARDING ENTITY**

The Italian Trade Agency ("ITA") – Chicago Office  
401 N. Michigan Ave., Suite 1720,  
Chicago, IL 60611  
Website: <https://www.ice.it/en/markets/usa/chicago>  
Mr. Marco Verna, Trade Commissioner  
E-mail: [chicago@ice.it](mailto:chicago@ice.it)  
Tel 312-670-4360  
Fax 312-670-5147

The ITA Chicago Chief Procurement Officer (CPO)/ Responsabile Unico del Procedimento (the acronym is RUP in Italian) is Marco Verna, the ITA Chicago Trade Commissioner.

If you have any questions regarding this tender, please send a message to the following email: [chicago@ice.it](mailto:chicago@ice.it), no later than December 27, 2023.

### **3. DESCRIPTION OF SERVICES REQUESTED**

Graphic Design and Print Services Quotation sheet as outlined in Annex 2 which is an integral part of this Market survey notice.

#### **4. ESTIMATED BUDGET**

The overall estimated budget available during the live of the contract (2 years from the effective date) is USD **\$200,000.00 (two hundred thousand dollars and no/100 cents)**.

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

**The amount above is purely indicative, as ITA reserves the right to avail itself of essential services only.**

ITA – Chicago Office is not bound to guarantee the level of expenditure indicated herein, which is a mere estimate, based on the provisional projects to be implemented during the life of the contract. The effective budget will be determined on single financed projects base during the above-mentioned contractual period of 2 years.

Given that 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.

#### **5. LIFE OF THE CONTRACT**

The contract will last:

- a) 2 (two) years or
- b) until the day the estimated amount of USD \$200,000.00 is reached (or such amount increased or decreased by 20% at the ITA's discretion) whichever comes first and will be effective on the date of signing.

The contract will automatically terminate on its expiration date or upon reaching the amount specified above (USD 200,000.00), without any notification between the parties.

**There will be no tacit renewal of this contract.**

The Contracting Authority (ITA) reserves the right to request an extension of the effectiveness of the contract limited to the time strictly necessary for the conclusion of the procedures for the identification of a new contractor at the same prices and conditions or more favorable for the Contracting Authority.

#### **6. AWARD CRITERIA**

In order to participate in this Market Survey Notice, the parties 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, in full compliance with local laws (in effect in Illinois and Cook County).
- b) It shall be authorized and licensed to do business in the USA and in the State of Illinois.
- c) It shall be located in the USA.
- 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 3)**

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

#### **7. TENDER DOCUMENTS**

The tender documentation includes:

1. Invitation Letter
2. Annex 1- Acceptance of tender requirements

3. Annex 2- Graphic Design and Print Services Quotation Sheet
4. Annex 3- Requirements for procurement procedures under the European Union threshold.

## **8. ECONOMIC OFFER**

### **To present the Economic offer, please:**

- read carefully this market survey notice
- fill in the Graphic Design and Print Services Quotation Sheet (Annex 2)

## **9. REQUIREMENTS FOR THE SUBMISSION OF PROPOSALS AND DEADLINE**

According to Italian law and **under penalty of exclusion:**

- 1) The Main Envelope shall clearly contain TWO internal separate ENVELOPES, both closed and sealed, respectively:

“A – Administrative Documentation”

“B – Economic Offer”

Failure to seal envelopes "A" and "B" inserted in the envelope, as well as their lack of integrity such as to compromise confidentiality, **are causes of exclusion from the tender.**

- A) **ENVELOPE "A" marked ADMINISTRATIVE DOCUMENTATION + NAME of the COMPANY and OBJECT OF THE TENDER**

- In this Envelope the bidder, **under penalty of exclusion, must submit the following documents** signed by its director or management member:

1. Annex 1 – Acceptance of tender requirements, **duly signed for acceptance.**
2. Annex 3 - 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).**

- B) **ENVELOPE "B" marked ECONOMIC OFFER + NAME of the COMPANY**

This envelope must contain only the “Economic Offer” for the entire activity requested, to be completed in accordance with the attached Annex 2. It shall be expressed clearly in numbers and, under penalty of exclusion, must be dated and signed by the director or managing member of the bidder.

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

- 2) The Main Envelope containing all the part of the offer, must be sealed and send, by **express courier or hand delivery**, to the ITA Chicago Office, at the following address:

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|--|
| <p><b>ITALIAN TRADE AGENCY- CHICAGO OFFICE</b><br/><b>401 N. Michigan Avenue- Suite 1720</b><br/><b>Chicago, IL 60611- USA</b><br/><b>Att. Mr. Marco Verna- Trade Commissioner</b></p> |
|--|

- 3) The Main Envelope must be received by the Italian Trade Agency, Chicago Office, within 12:00 PM (CST) of January 8, 2023 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.

4) All parts of the offer must be submitted in one single closed and sealed envelope ("MAIN ENVELOPE"), that must bear, outside, the complete information relating to the competing economic operator (Company name, TAX ID number, and complete address, including telephone and email, where all subsequent notices shall be sent).

5) The Main Envelope must also indicate on the outer surface:

**"CONFIDENTIAL - DO NOT OPEN - Bid Documents: FRAMEWORK CONTRACT FOR GRAPHIC DESIGN AND PRINTING SERVICES FOR TWO (2) YEARS FOR THE ITALIAN TRADE AGENCY (ITA) – CHICAGO OFFICE SIMOG A03D1DB47F "**

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 Market Survey Notice ;
- 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.**

**ITA has the authority to award the contract even if only one bid has been submitted, provided it be 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 public session.

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

## **10. REMEDY PROCEDURE**

Incorrect, incomplete or irregular contents in envelope "A" Administrative Documentation" will be ascertained and notified to the offering company which will be given an opportunity to cure. **Only the shortcomings of any formal element of the "Administrative Documentation" containing in the envelope "A",** in particular, the lack, incompleteness and any other essential irregularity of the elements and of the DGUE, with the exclusion of those relating to the economic offer, **can be remedied by preliminary investigation procedure.** For the purposes of the amnesty, the Contracting Authority assigns to the tenderer a reasonable period - not exceeding ten days - for the necessary declarations to be made, integrated or regularized, indicating the content and the subjects who must make them. If the tenderer produces declarations or documents that are not perfectly consistent with the request, the contracting authority can request further clarifications or clarifications, setting a peremptory term under penalty of exclusion. In case of unnecessary elapsing of the deadline, the contracting authority proceeds to exclude the tenderer from the procedure. The essential irregularities that cannot be remedied are those inadequacies in the documentation that do not permit identification of the content or the person responsible for it.

## **11. CRITERIA FOR THE AWARD OF THE TENDER AND ANOMALY OF THE OFFER**

According to art. 11 of the above DM 192/2017, the service will be awarded to the party presenting the **lowest price**. The contracting Authority, before preparing the award, will assess the fairness of the offers pursuant to the provisions of art. 13 c. 1 lett. b) 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.

## **12. EVALUATION PROCESS**

The bid documents will be opened and examined in an OPEN Public Session on January 9, 2023 at 03:00 PM at the premises of the ITA Chicago office, during which we will determine the acceptability of the bidding packages received as well as of the administrative documents enclosed in the Envelope A.

If everything will be in order ITA's authorized officer will proceed to open, in Public Session, the Economic Offer enclosed in the Envelope B.

Should the awarded party fail to stipulate the contract or launch the contract within the established terms, the award will be revoked, and the contract awarded to the next economic operator in the ranking list. The awarded party shall have the task of providing the Services described in this Market Survey Notice.

**12A. SECURITY DEPOSIT** Before signing the contract, applicable regulations prescribe the submission of a performance surety bond or a non-transferable cashier's check by the awarded bidder, that amounts to 10% of the estimated amount of the bid (USD 20,000.00).

## **13. FRAMEWORK CONTRACT SIGNATURE**

The awarded party shall have the task of providing the Services described in this "MARKET SURVEY NOTICE".

ITA and the Awarded party shall enter a Framework Contract based as resulting from the "Economic Offer".

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 [Registered Vendor List](#))

## **14. HOW A SERVICE IS ACTIVATED**

A service is deemed to have been activated upon request dispatched by e-mail containing all the relevant data specification, including type of service any important elements.

The party will reply by the same means, acknowledging the request and sending its quotation, according to the framework contract.

ITA will confirm the service with a "Purchase order", signed by the Trade Commissioner, and in turn signed by the party for acceptance.

## **15. PARTIES'S OBLIGATIONS**

The contracted party shall execute all services under the conditions set forth in this notice. The contracted party is requested to carry out the service with the maximum care and diligence, in accordance with the provisions of these specifications and in accordance with the procedures described below.

The contracted Party undertakes to:

a) Designate at least one of their employees as the contact person in charge of providing the services attached herein. 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 ITA. The contact person shall not change during the life of the contract, unless rightly justified by the supplier.

b) Transfer all the printed material and its copyrights to the awarding entity. The winning company agrees to transfer to ITA the right to use and reproduce said images, for any purposes and without limitations, in addition to holding ITA harmless from all legal actions and/or claims by third parties alleging violation of rights, including, but not limited to, intellectual property rights, patents, copyrights, trademarks and similar industrial property rights, violation of privacy and damage to public image. For further specifications of the designs the Company must refer to the indications reported in the ITA Graphic Guidelines at the following link :

[https://drive.google.com/file/d/1xt\\_udOQvU6JqrvGfL2T7EGxpPhCA70K9/view](https://drive.google.com/file/d/1xt_udOQvU6JqrvGfL2T7EGxpPhCA70K9/view)

c) Submit for each service requested at least (3) three options and to agree with ITA rights to request all the changes that ITA will deem appropriate before final delivery of the product. Therefore, if the proposed project does not get first approval, the contracted company shall revise the same based on the instructions provided by the awarding entity until the project is approved. Please note that approval of the project by ITA is a prerequisite for the execution of activities and pertaining expenses. The contracted company, in the execution of the above services, shall adhere strictly to the specifications and instructions provided by ITA and shall not make any changes of their own volition. The contracted company shall guarantee that all services are rendered accurately and in full cooperation with the contact persons at the ITA. In addition, the contracted company agrees that ITA may reserve the right to request changes to the proposal it has been accepted, without a rise in costs; it also reserves the right, at its sole discretion, to reject the proposals submitted and therefore the winning company agrees to waive all rights to compensation or indemnification of any type.

d) Comply with all applicable rules, regulations, and laws, be they general or specific provisions for the sector of the products at issue, in particular existing technical and safety provisions as well as the ones that may be issued after the execution of the contract.

e) Provide all the services set forth herein, using its own technical equipment and without charging ITA for additional costs in connection with the purchase, rental and maintenance of the devices used for design and printing of the materials.

## **16. PAYMENT TERMS**

Italian law does not allow advance payments for public contracts. Therefore, the payment will be made after signing each single "Service Order" and once service has been rendered.

Payments will be made by ITA in USD within 30 days of receipt of an invoice made out to: ITA - ITALIAN TRADE AGENCY – CHICAGO OFFICE - 401 N Michigan Avenue – Suite 1720 - Chicago, IL 60611 -USA issued by the awarded service provider.

Invoices will be settled by direct deposit based on the services rendered. All the necessary information to execute ACH transfers must be included in each invoice and/or communicated to ITA.

In this regard, we inform you that this tender is identified by the C.I.G. code indicated in the object that must be reported in the invoice and in any other document.

## **17. PAYMENT OF THE CONTRIBUTION TO ANAC**

Pursuant to art. 1 of the ANAC Resolution no. 1174 of 19 December 2018, when 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 Agency and the Appointed Contractor, the Court of Law of Illinois will be the competent jurisdiction.

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.***

## **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.

### **PRIVACY AND DATA TREATMENT:**

The vendor of record, 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>. The vendor of record agrees, where required by law, that its corporate data and information will be stored and published on ITA website among which, Contractor name; address; amount of consideration.

### **RULES OF CONDUCT:**

In the execution of the contract, the vendor of record undertakes to fully respect the Code of Conduct adopted by ITA 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.

### **WHISTLEBLOWING:**

The Italian Trade Agency, in compliance with applicable legislation, is committed to taking all reasonable steps to protect whistleblowers who report or disclose information on breaches of the law observed in the context of their work-related activities. The reports, which are kept fully confidential, are managed through an IT application available on the Home Page of the Italian Trade Agency – ICE website - Whistleblowing section: <https://www.ice.it/it/en/whistleblowing>.

## **20. CONTACT REFERENCE**

If you have any questions regarding this tender please contact: Marco Verna - Trade Commissioner or Danila Alfano – Deputy Trade Commissioner at Italian Trade Agency Chicago Office - Email: [chicago@ice.it](mailto:chicago@ice.it).

Cordially,

Marco Verna  
Trade Commissioner  
Italian Trade Agency- Chicago Office