

Los Angeles Office

Date, 13/2/2024 Prot : 0017636/24

CdC: 3CB2 COAN: U23DC008C1 COGE: 651502011 e 650302001

MARKET SURVEY NOTICE

Website Maintenance and Implementation for the website: "Italy meets Hollywood" March- December, 2024

1. INTRODUCTION

The Italian Trade Agency (hereinafter 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 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 U.S., 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 https://www.ice.it/en/(Italian/English).

The Italian Trade Agency - Los Angeles office (hereinafter ITA - Los Angeles office) is focused on the promotion of the following industries to the US Market: Innovation and Hi-tech, Entertainment, Life sciences, Mobility, Green (Renewables energy, Cleantech, etc.), through a soft-landing platform of services, connections, and promotional programs.

2. AWARDING ENTITY

ITA - Los Angeles Office – Trade Promotion Section of the Consulate General of Italy - is located 12424 Wilshire Blvd, Suite 1400 - 90025 Los Angeles (California), Mrs. Alessandra Rainaldi, Trade Commissioner - Email: <u>losangeles@ice.it</u>, Tel +1 (323) 879-0950; Fax +1 (310) 203-8335 – <u>www.ice.it</u>.

The ITA Los Angeles Chief Procurement Officer (CPO)/ Responsabile Unico del Procedimento (the acronym is RUP in Italian) is Alessandra Rainaldi, the ITA Los Angeles Trade Commissioner.

ITA - Trade Promotion Section of the Consulate General of Italy 12424 Wilshire Blvd., Suite 1400 Los Angeles, CA, 90025 T (323) 879 0950 F (310) 2038335 E-mail: losangeles@ice.it www.ice.it/en Certificate N. 38152/19/S ISO 9001 / UNI EN ISO 9001:2015





3. BACKGROUND

ITA - Los Angeles Office has implemented the website "<u>Italy meets Hollywood</u>" and the eponymous Newsletter. The website is conceived as a bridge between the two audiovisual industries: the American and the Italian, by offering an effective information service on the attractiveness, funds, and opportunities in Italy as a set for productions, and information on the major trends of the Entertainment industry made in the US.

- <u>The website</u> is composed of the following sections: News, Events, Training & Education and Marketplace with the main goal to virtually connect Italian players in the audiovisual market (production companies, distributors, producers, trade associations and film commissions) with their American counterparts. The website will highlight News and major Events about the American audiovisual market relevant to the Italian peers. Furthermore, the website will also present an educational section with training sessions, video, and documentation regarding the Italian film industry.
- <u>The newsletter</u> will be a digital tool addressed to both: the Italian industry and US industry - on bi-monthly basis - highlighting some of the website content, with three main sections: news, upcoming events, and a focus subject, with the aim to promote the main relevant information about the US market industry and create engagement and interaction with ITA Los Angeles among the subscribers.

4. SERVICES REQUESTED

The Technical specifications of the required services are set as follows:

N.	Services Requested:	Technical Specification:	Timeline
1	General Website Maintenance	 Purchase of WordPress Website- and Domain The company awarded will purchase WordPress website-SLL included: Wordpress Website Security-Advanced (by 5/2/2024) italymeesthollywood.com (Ultimate Domain Protection by 6/24/2024) WordPress Deluxe (by 9/20/2024) italymeetshollywood.it (by 9/26/2024) domain. Services include the following tasks: Update WordPress Core Backup Website Regularly Monitor Website Performance 	From March - December 31st, 2024



1	General Website Maintenance	 Regularly Check for Malware and Security Vulnerabilities Optimize Database Monitor Website Uptime SEO Optimization Monitor Website Analytics Clean-up Site Test Website Functionality Website implementation Newsletter Mailchimp Assistance 	From March - December 31st, 2024
2	Implementation of #2 Custom sections	N. 2 New custom sections within the current layout.	From March - December 31st 2024
3	Implementation of a multilingual website (Italian and English)	 Purchase of a yearly Plugin (WPML) Implementation of the dual lingual solution Maintenance 	Delivery date: June, 2024
4	Creation of #2 banners for digital marketing	Curate n. 2 banners for digital marketing.	From March - December 31st 2024

5. BUDGET

The maximum total amount for the above mentioned services during the life of the contract will not exceed **\$36,500.00 (thirty-six thousand five hundred dollars and 00/100 cents)** excluding taxes if applicable, including all production costs or expenses to achieve the required deliverables. Please note that ITA is a tax-exempt organization.

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. MINIMUM REQUIREMENTS FOR PARTICIPATION

In order to participate in this Market Survey, the company 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 law.b) It shall be authorized and licensed to do business in the company's State of residence and in the State of California.

c) It shall be located in the U.S.

o In



d) It shall hold extreme expertise and understanding of website management.

The awarding of the contract will be subject to the verification of these general requirements.

If the company should fail to meet those requirements for the duration of the contract, ITA reserves the right to 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).

7. SUBMISSION PROCEDURE AND DEADLINE

<u>Under penalty of exclusion</u>, your company is required to send to the ITA Los Angeles office by email to <u>losangeles@ice.it by February 28th, 2024, at 12:00 pm, (PST)</u>, indicating in the subject "NAME OF THE SERVICE - INITIATIVE LOCATION AND TIME" for ITA Office - Los Angeles", the following documentation:

- **ANNEX 1** Economic offer, filled out in each line, including a total quotation at the bottom of the sheet, signed by the legal representative of the company or his delegate.
- ANNEX 2 Your company's portfolio.
- ANNEX 3 "Requirements for Direct Negotiation Under the European Union Threshold of Euro 40,000.00" 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).

No offer shall be accepted after the deadline. Incomplete offers shall be excluded.

8. AWARD CRITERIA

The contract will be awarded based <u>on the lowest price</u>, pursuant to art. 11 of DM 192/2017. After identifying the best quotation, the Italian Trade Agency Los ANgeles will award and execute the contract. The award will take place even in the presence of a single quotation, as long as it is deemed valid.

9. CONTRACT DURATION

The contract will last from the date of signing until December 31st 2024. There will be no tacit renewal of this contract.

10. COMPANY'S OBLIGATIONS

In the execution of the contractual obligations, the awarded company is required to:

- carry out the service with the maximum care and diligence, in accordance with the provisions of this market survey.

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- transfer all the produced material and its copyrights to ITA. The Company agrees to transfer to ITA the right to use and reproduce the provided materials (images, videos, contents, etc...) 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.
- 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 rightfully justified by the supplier.
- 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.
- 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.

ITA reserves the right to:

- request all the changes that they will deem appropriate before final delivery of the product. Therefore, if the proposed submission does not get first approval, the awarded company shall revise the same based on the instructions provided by ITA until the submission is approved. Please note that approval of the submission by ITA is a prerequisite for the execution of activities and pertaining expenses. The awarded 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 awarded company shall guarantee that all services are rendered accurately and in full cooperation with the contact persons at the ITA.
- to request changes to the proposal after 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.

11. TERMS OF PAYMENT

Payments will be made by ITA in USD as follow:

- 20% at the contract signature
- 20% at the midterm of the contract (July 2024)
- 60% at the end of the contract (December 2024)



Please note: prior to the payment of the final invoice, a "Certificate of Regular Execution" will be issued by ITA, to certify that the service was fully completed in accordance with the terms agreed. Payment will be made within thirty (30) days upon receipt of the original invoice, addressed to the attention of Director Alessandra Rainaldi - Italian Trade Commission - 12424 Wilshire Blvd, Suite

1400, 90025, Los Angeles, CA.

The ITA Los Angeles Office makes payments via ACH. The awarding Agency will be required to provide their ACH Routing number and account number so that our payments can be properly credited.

Please note that our office is part of the official Mission of Italy to the United States and is exempt from paying tax on purchases over \$ 325.00.

12. <u>PENALTIES</u>

For each day of delay in delivery or non-compliance with the Technical specifications contained <u>herein</u>, there will be a deduction from the contract's total amount equal to 2% penalty up to ten percent (10%), calculated on the value of the individual service rendered, net of any claim for greater damages, shall be applied.

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

In the execution of the contract, the 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 Directors by resolution no. 619/23 on 01/27/2023.

The Code of Conduct is available on the website https://www.ice.it/it in the section "Amministrazione Trasparente" (Transparent Administration) — "Disposizioni generali" (General provisions) — "Atti generali" (Acts of general application) - "Code of Conduct".

14. 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 Homepage of the Italian Trade Agency – ICE website - Whistleblowing section (https://www.ice.it/it/whistleblowing).

15. COMPETENT JURISDICTION

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

16. PRIVACY AND DATA TREATMENT

The awarded Agency 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.



Contractor 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.

17. <u>REFERRAL RULES</u>

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.

18. CONTACT PERSON

If you have any questions regarding this market survey notice, please contact: Alessandra Mantegazza - Email: a.mantegazza.ext@ice.it.

Cordially,

Alessandra Rainald

Trade Commissioner Italian/Trade Agency – Los Angeles Office



Los Angeles, February 13th 2024

Annex 1

Economic Offer

Website Maintenance and Implementation for the website: "Italy meets Hollywood" March- December, 2024

Market survey notice: Website Maintenance and Implementation for the Audiovisual Sector Specification and Quotation Sheet (Year 2024).

N.	Service Requested	Specifications	Economic offer USD \$		
1	General Website Maintenance	10-month Quote (March-December 2024)			
2	Implementation of # 2 custom sections	Quote for n.2 sections			
3	Implementation of a multilingual website (Italian and English) Delivery date: April 1st, 2024	One-Time Development fee			
4	Creation of #2 banners for digital marketing	Quote for n. 2 banners			
	GRAND TOTAL (items 1+2+3+4)				

*All rates must be inclusive of delivery within the USA, if necessary

Signature _____

Company name_____

Print name_____

Job title _____

Date _____

Initials_____