



ITALIAN TRADE AGENCY

Los Angeles Office

Prot. 0065696/21
Los Angeles, June 3, 2021

MARKET SURVEY NOTICE

DESIGN AND PRINTING SERVICES OF ADVERTISING AND PROMOTIONAL MATERIALS FOR A PERIOD OF 2 YEARS FOR THE ITALIAN TRADE AGENCY (ITA) – LOS ANGELES OFFICE.

1. INTRODUCTION

ITA - Italian Trade Agency (<https://www.ice.it/en/>) 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 net 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.

2. 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>

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

3. SERVICES REQUESTED

ITA Los Angeles Office is launching a request of quotation for “**DESIGN AND PRINTING SERVICES OF ADVERTISING AND PROMOTIONAL MATERIALS**” – for a period of 2 years - to be assigned by direct negotiation pursuant to art. 7 paragraph 2 letter. a) of Ministerial Decree 192/2017.

The content of the service is set forth in **Annex 1 (Graphic design and printing services quotation sheet)**, which is an integral part of this Market Survey Notice.

4. BUDGET

The total estimated amount for the required services during the life of the contract (2 years) will not exceed \$ **42,000.00** (equal to Euro 34.463,00 at the official exchange rate published by Bank of Italy on June 3, 2021).

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

ITA – Los Angeles 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 in the 2 years of life of the contract. The effective budget will be determined on single financed projects base during the period above mentioned.

Besides, 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. MINIMUM REQUIREMENTS FOR PARTICIPATION

In order to participate to this Market Survey, the company participating 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 USA.

If the company should fail to keep these requirements for the duration of the contract, ITA reserve the right to cancel the contract.

6. HOW TO SUBMIT – PROCEDURE AND DEADLINE

To present the Economic Offer, your company is required to fill out each line item of the graphic design and printing services quotation sheet attached to this Market Survey (Annex 1), with your company's price quotation for each service requested and include a total quotation at the bottom of the sheet.

Under penalty of exclusion, the Economic Offer must be:

- Completed in accordance with the attached **Annex 1**. Each line item on the graphic design and printing services quotation sheet must be express in unit and in total, including a total quotation at the bottom of the sheet.
- Delivered to ITA Los Angeles office to the email address losangeles@ice.it within **June 18th, 2021, 12:00pm, (PST)**.

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

7. AWARD CRITERIA

The contract will be awarded based on the **lowest price**, pursuant to art. 11 of DM 192/2017.

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 ITA finds that the bids received do not comply with the technical and financial contents set forth herein.

8. CONTRACT DURATION AND SIGNATURE

The contract will last 2 years, from the date of its entry into force and will automatically end on its expiration date or upon reaching the amount specified above (**\$ 42,000.00**), without any notification between the parties.

There will be no tacit renewal of this 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](#)) and to send the document "Requirements for Direct Negotiation Under the European Union Threshold of Euro 40,000.00" (Documento Unico), attached (Annex 2) 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).

It is expressly forbidden to resort to subcontracts, in consideration of the specific nature of the services, which need a trustworthy interlocutor.

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.

9. HOW A SERVICE IS ACTIVATED

A service is deemed to have been activated upon request dispatched by e-mail containing all the relevant data necessary to identify the essential specifications of the service. Within the same day of receiving the e-mail, the Company will reply by the same means, acknowledging the request.

Services will be requested with a "Letter for service request" signed by the Trade Commissioner.

10. PARTIES'S OBLIGATIONS

Company's obligations

The Company is required 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 Company undertakes to:

- A) 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](#).
- B) The Company must indicate for each service requested at least 3 options. The service supplier, when submitting a bid, agrees to 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.
- C) ITA reserves the right to request all the changes that they will deem appropriate before final delivery of the product. Therefore, if the proposed project does not get first approval, the winning 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 winning 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 winning company shall guarantee that all services are rendered accurately and in full cooperation with the contact persons at the ITA.



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- D) ITA reserves the right 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.
- E) While executing the contractual obligations, the winning company agrees to 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.
- F) The Company will 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's obligations

ITA undertakes to:

- Pay the Company, the agreed compensation, according to the agreed rates, which is therefore understood to be fixed and invariable for the entire duration of the contract.

11. TERMS OF PAYMENT

Payments will be made by ITA in USD, after signing each single "Service Order", once the service has been rendered, within 30 days of receipt of a regular invoice addressed to: ITA - Italian Trade Agency - Los Angeles Office 1900 Avenue of the Stars, Suite 350 Los Angeles, CA 90067, issued by the winning service provider.

ITA – Los Angeles Office make 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. PENALTIES

For each one-day delay as regards delivery terms contained herein, which are agreed for each single service, a 2% (two per cent) penalty will apply, calculated on the value of the delayed service rendered, not including claim for larger damages, if any.

13. 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. 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.

14. 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.

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

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 ITA-Agency at <https://www.ice.it/it/privacy>. Access to tender documents is governed by Law no. 241 of August 7, 1990.

17. 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).

18. CONTACT PERSON

If you have any questions regarding this market survey notice, please contact: Lucia Peretti - Email: losangeles@ice.it

Cordially,

Alessandra Rainaldi
Trade Commissioner
Italian Trade Agency – Los Angeles Office
(signed in original)