



ITALIAN TRADE AGENCY

Chicago Office

Chicago, February 10th, 2023

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MARKET SURVEY NOTICE

RESEARCH STUDY OF THE US EDUCATIONAL - SCHOLASTIC BOOK MARKET IN 2022/2023

ITA Chicago Office is launching a market survey for a “**RESEARCH STUDY OF THE US EDUCATIONAL - SCHOLASTIC BOOK MARKET IN 2022/2023**” to be assigned by direct negotiation pursuant to art. 7 paragraph 2 letter a) of Ministerial Decree 192/2017.

If you are interested, kindly submit a proposal, taking into account the instructions set forth in the below section “Requested deliverables”.

INTRODUCTION

The Italian Trade Agency (“ITA”) <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.

AWARDING ENTITY

The Italian Trade Agency – Chicago Office, 401 N Michigan Avenue, Suite 1720, 60611, Chicago, IL, Website: <https://www.ice.it/en/markets/usa/chicago>.

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. E-mail: chicago@ice.it, Tel 312-670-4360.

OVERVIEW AND MAIN GOALS

In accordance with the mission of promoting and supporting the Italian publishing industry in the US and facilitating Italian publishers’ engagement with companies in the US publishing industry, the Italian Trade Agency (ITA) Chicago office aims to outsource a comprehensive study of the US scholastic textbook market, which should cover several aspects, including its size, primary companies, distribution channels as well as current trends, current challenges, and future



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opportunities. In particular, the study will focus on the opportunities and will be based on quantitative and qualitative data collection.

The goal is to provide the Italian publishing community with a critical tool to help them assess the opportunity of starting or expanding their business in the United States.

The data gathered during the study will also facilitate the promotional activities of the Italian Trade Agency's Publishing Task Force in support of the Italian publishing industry. In addition, part of the results of this research will feed ITA's websites, and primarily www.italbooks.com which functions as an informational platform as well as a connective bridge for business initiatives between the Italian publishing and the US publishing communities.

The content shall be original, even if based on data publicly or widely available. The capability to conduct a critical analysis of the gathered information has been at the core of the companies invited to send a proposal and will be needed to compile a report which goes beyond a mere statistical data enumeration and provides valuable advice.

The analysis will be delivered over to the ITA along with exclusive property rights and unrestricted reuse licensing.

REQUESTED DELIVERABLES

After the table of contents, the market analysis will include a preface which will be provided by the ITA.

The nine sections to be included:

1. An overview of the current (and recent past) US educational textbook market
 2. Analysis and overview of key US publishers in the textbook market
 3. Identification of any key foreign-based textbook publishers.
 4. Overview of trends in course adoption going forward & explanation of the course adoption process at all levels: elementary, secondary and college levels
 5. Foreign-language instruction market in the US school system
 6. Overview of trends in student purchase and consumption of textbooks
 7. Digital presence in the textbook market as both replacement of and ancillary to paper
 8. COVID pandemic impact on the US textbook market
 9. Forecasts, opportunities, and suggestions for foreign-based publishers
- Section 1 - An overview of the current (and recent past) US educational textbook market:
 - Economic and demographic analysis (2017-2023 projected) by school level.
 - Trends in foreign language instruction in the U.S.
 - Section 2 - Analysis and overview of key US publishers in the textbook market
 - Main textbook publishers and brief history and market share of each.
 - Section 3 - Identification of any key foreign-based textbook publishers.
 - Klett World Languages, Langenscheidt, etc.
 - Section 4 - Overview of trends in course adoption going forward & explanation of the course adoption process at all levels: elementary, secondary and college levels.
 - Brief description of state and school district course adoptions at elementary and secondary school levels.
 - Brief description of the uniquely-US course adoption process at college level.
 - Issues & controversy surrounding the costs of college textbooks.
 - Section 5 - Foreign-language instruction market in the US school system.
 - Major languages, extent of instruction by grade level, challenges.
 - Section 6 - Overview of trends in student purchase and consumption of textbooks.
 - Role of textbook distributors, associations such as NACS, and companies like B&N College Division and Follett Corporation.
 - Section 7 - Digital presence in the textbook market as both replacement of and ancillary to paper.



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- Digital platforms for seated, hybrid and online class situations.
- Trends in student preferences of digital vs. paper.
- Section 8 – COVID pandemic impact on the US textbook market.
 - Lockdown effect on seated class instruction and textbook usage
- Section 9 - Forecasts, opportunities, and suggestions for foreign-based publishers
 - Overall enrollment levels and predictions of school-age population in schools and colleges.

TIME FRAME

Start date: February 24th , 2023 - End date: June, 3rd , 2023

BUDGET

The total budget for this project will **not exceed USD \$8,000.00** (eight thousand dollars and no cents), **all included**.

Therefore, the offer must not exceed \$ 8.000.00, including local taxes.

Offers exceeding the mentioned amount will be automatically excluded from the BID.

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.

Please note that the ITA is a tax-exempt organization.

MINIMUM REQUIREMENTS FOR PARTICIPATION

In order to participate in 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 Illinois.

C. It shall be located in the USA.

D. Register in the ITA's Vendor list (see more details at the following link [Business Vendor Registration](#)).

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

SUBMISSION PROCEDURE AND DEADLINE

To submit your best quotation, your company is required to fill out the following Annexes:

- **Annex 1 - "Requirements for Direct Negotiation Under the European Union Threshold of Euro 40,000.00" (Documento Unico)**, 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).

- **Annex 2 - ECONOMIC OFFER**, with your price quotation (both in digits and spelled out).

Please send the Annex 1 and Annex 2 by email to chicago@ice.it **by February 17th , 2023 at 12.00 PM (CST)**. **No offer shall be accepted after the deadline. Incomplete offers shall be excluded.**

AWARDING CRITERIA

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

The award will take place even in the presence of a single quotation, as long as it is deemed valid.

CONTRACT DURATION AND SIGNATURE

The contract will last from the date of agreement signatures and will automatically end on its expiration date. **There will be no tacit renewal of this contract.**

ITA and the awarded Company shall enter a Contract based on the price offered by the bid awarded company.



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

TERMS OF PAYMENT

The service will be paid via ACH according to the following payment schedule:

- First Payment, the first payment of 50% of the total cost shall be paid within thirty days after the signing of the contract and ITA's receipt of an invoice addressed to the ITA.
- Second Payment, the second payment of 50% of the total cost shall be paid within thirty days upon ITA's receipt of the final report and an invoice addressed to the ITA.

PENALTY

For any delays over one (1) week in delivering any commissioned item, there will be a deduction from the contract's total amount equal to 2% per week, up to a total of 10% of the total amount of the contract.

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.

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.

COPYRIGHT PROVISIONS

All the material produced, collected, and acquired within the scope of this project, will become the exclusive property of the awarding entity and its copyright shall be transferred to the Italian Trade Agency. The winning company agrees to transfer to the Italian Trade Agency the right to use and reproduce said images, for any purposes and in any format such as for instance print, digital and without limitations, holding the Italian Trade Agency harmless from any and 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. The ITA shall not be held responsible or accountable for verifying any information included in the research, as these items will be under the full responsibility of the awarded company.

The Italian Trade Agency reserves the right to request changes to the work proposed after it has been accepted, without an increase in costs; it also reserves the right, at its sole discretion, to reject the proposals submitted and therefore the winning company agrees to waive any and all rights to compensation or indemnification of any type. Services, products, and related services and in general all contractual performances shall adhere to the specifications and technical features set forth in the



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Specifications. In any event, 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.

DATA TREATMENT

The awarded company agrees, where required by law, that its corporate data and information will be stored and published on the ITA's website, and especially contractor's name, address, amount of consideration. For avoidance of doubt, published information shall not include information that is commercially provided by Contractor under the order.

INDEMNITY

The appointed company will be asked to defend, indemnify, and hold ITA harmless against any matters - including conduct sustained or incurred as the result of any claim, suit or proceeding made, brought, or threatened against ITA arising out of this project.

DISPUTES BETWEEN THE PARTIES

In the event of a disagreement between ITA and the appointed company, the prevailing party shall be entitled to recover attorney's fees and costs from the non-prevailing party.

COMPETENT JURISDICTION

In case of a dispute between the Italian Trade Agency and the awarded company, the Court of Law of Illinois, U.S.A., will be competent jurisdiction. In the event of a disagreement between the ITA and awarded company, the prevailing party shall be entitled to recover attorney's fees and costs from the non-prevailing party.

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 ITA-Agency at <https://www.ice.it/it/privacy>.

Access to tender documents is governed by Law no. 241 of August 7, 1990.

WHISTLEBLOWING

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 Italian Trade Agency - ICE 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 Italian Trade Agency - ICE website - "Whistleblowing" section, at <https://www.ice.it/it/en/whistleblowing>

CONTACT PERSON

If you have any questions regarding the Market Survey, please contact: Mariarosaria Sarnataro at ITA CHICAGO Email: chicago@ice.it

Cordially,

Marco Verna
Trade Commissioner
Italian Trade Agency - Chicago Office
(signed in original)