



ITALIAN TRADE AGENCY

Chicago Office

Chicago, March 27th, 2024

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MARKET SURVEY NOTICE
The US book publishing market in 2024
Market research

ITA Chicago Office is launching a market survey for a “**The US book publishing market in 2024 - Market research**” 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 book publishing market, which should cover several aspects, including its size, primary companies, distribution channels as well as current trends, current challenges, and future opportunities. In



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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.

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

Executive Summary

The executive summary includes scope of the study, methodology employed, reference to results and data analysis, conclusions as well as further developments and suggestions.

Chapter 1 – Overview of the American Publishing industry

This chapter displays a comprehensive overview of the publishing industry in the United States, covering a wide range of aspects. Each aspect should be thoroughly investigated and researched through a valuable methodology.

The data presented in this chapter should be organized in the following sections.

1. Brief economic and demographic analysis of the industry in the years 2018-2023 and predictions for 2024-2025, with genres and distribution channels breakdown (perhaps briefly introducing AI's impact on overall industry at this point).
2. Brief description of companies' and consumers' attitude towards the use of print books, audio books and e-books in relation to the age and gender
3. Analysis and evaluation of the book rights market, with details by genre and insights on rights sales between US and foreign publishers
4. Main distribution channels within the book industry
5. Brief analysis followed by a ranking evaluation of the main marketing and promotional tools used in the US book industry (e.g. social media – traditional media -- author's participation - community engagement) according to genre and type of company.
6. Analysis and evaluation of the role of libraries, public and private, in the industry and the libraries' total annual acquisitions, also indicating the main suppliers.
7. Brief analysis and evaluation of the market potential of non-profit companies operating for educational and niche publishing.
8. Trade associations and other organizations related to the industry (goals, operations, achievements)
9. Main trade shows and events (category focus, attendance, calendar dates)
10. Artificial Intelligence (AI) and its' current impact and rapid adoption in the US publishing industry.

- Challenges and opportunities



Chapter 2 – Rules and Regulations

This chapter provides an overview of the rules and laws that regulate the industry on customs duties and regulations as well as on the book rights market. The data presented in this chapter should be organized in the following sections.

1. US market access policy
2. Federal and State level incentives and other economic development policies
3. Fiscal policy
4. Trade regulations
 - a. Customs duties and regulations for the importation of various book formats
 - b. Non-tariff barriers, such as restrictions, norms and/or standards for US and Italian companies exporting books and the related intellectual property rights, including rules of origin or rules, content type and any restriction placed on foreign agents.
 - c. Any immigration visa and permit restriction for in loco visitations and foreign direct investment
5. Intellectual property protection
 - a. Policies about and enforcement of intellectual property rights
 - b. Data on IPR protection within the industry (see also the European Community's Observatory on copy rights infringement)
 - c. Trade agreements about intellectual property with other countries and at the multilateral level

- Challenges and opportunities

Chapter 3 - Analysis of American readers

This chapter provides a comprehensive description of the American reader. Provide insights into what Americans like to read, what book format they prefer, how much they read and at what age. Understanding the readers' selections in terms of genres and format will provide further information that can assist Italian publishers on deciding which titles/categories to focus on in the foreign rights market.

The main key we would like to use for describing book categories is the following:

Book Genres

1. Fiction
2. Science fiction
3. Nonfiction (e.g. Art, Religion, Science)
4. Fantasy (Comics, Graphic Novel)
5. Scholastic/Textbook (University & K-12)
6. Foreign language market

Within these 6 sections, the report will present data, trends, and qualified opinions (including those of the interviewees, see below) from a variety of perspectives.

Social Variables

- 1) Age (Children, Adult, Young Adult)
- 2) Level of Education
- 3) Gender (Male, Woman, LGBT)
- 4) Foreign authors in translation
- 5) Language(s)
- 6) Profession



Book Format

- 1) Paper
- 2) Audio
- 3) Digital

- Challenges and opportunities

Chapter 4 – Overview of the American publishing companies

This chapter provides specific information on the American companies operating in the book industry according to the following classification.

- 1) Publishers (BIG 5 & Independent publishing companies)
- 2) Printing companies (incl. capacity challenges)
- 3) Literary Rights Agencies
- 4) Libraries

The data collection and analysis will result in a description of the prevailing features of the companies in each specific class, accompanied by tables concerning revenue, market share (where relevant), and other criteria.

- Challenges and opportunities

Chapter 5 – Predictions, Opportunities and Suggestions

In this chapter the Consultant will provide a critical analysis of the data gathered during the study, considering the potential opportunities for each category, specifying if, when and how Italian publishers can expand their business operations into the US market and the challenges in terms of costs, book content, book rights regulations, market challenges and marketing strategies. A paragraph for each of the categories will focus on the challenges and opportunities present per category.

Database

The Database, presented in **Excel format**, is to include the following information:

Mandatory fields

- Company name /Physical address/Website
- Main social media accounts
- Contact person(s) with updated contact information and title.
- Number of employees (ranges)
- Revenue (ranges)
- Main distribution channels and partners

Optional fields

- Book rights sold and/or acquired and in relation to languages, with specific attention to the language pair Italian/English
- Market share





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Methodology

The Consultant will collect information through primary and secondary sources, providing references. The Consultant will compile the study according to the content structure as indicated above.

The data should be collected from the sources indicated below:

- Official statistics
- Industry associations' newsletters and websites
- Companies' literature and websites
- Industry professionals
- Any other relevant, reliable, and updated source
- All sources are to be quoted in the final report.

BOOK CLASSIFICATION SYSTEM

The Consultant will follow the following classifications:

Book Genres:

1. Fiction
2. Science fiction
3. Nonfiction (Art, Religion, Science, Psychology, Literature, Classics)
4. Fantasy (Comics, Graphic Novel)
5. Scholastic/Textbook (University & K-12)
6. Foreign language

Book audience: a) Children; b) Adults; c) Young Adults

TIME FRAME

Start date: April 12th, 2024 - End date: May 31st, 2024.

BUDGET

The total budget for this project will **not exceed USD \$14,000.00** (fourteen thousand dollars and no cents), **all included**.

Therefore, the offer must not exceed \$ 14.000.00, 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.



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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 Annex 1 and Annex 2 by email to chicago@ice.it **by April 11th, 2024 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.

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.





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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 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>.





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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

