

Los Angeles Office,
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RUP: Giosafat Rigano'

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EXPRESSION OF INTEREST

FRAMEWORK CONTRACT (1 YEAR)
SERVICE OF TEMPORARY EMPLOYMENT AGENCY (FULL OR PAYROLLING SERVICES)
FOR THE ITALIAN TRADE AGENCY (ITA) - LOS ANGELES OFFICE

*The Italian Trade Agency (ITA)- Los Angeles Office, following your expression of interest submitted through the e-procurement platform Traspare, is inviting to submit a proposal for **"Service of temporary employment Agency (Full or payrolling service)" – for one year contract** - to be assigned by direct negotiation pursuant to art. 7 paragraph 2 letter. b) of Ministerial Decree 32/2024.*

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

The Italian Trade Agency ("ITA") – Los Angeles Office 12424 Wilshire Blvd, Suite 1400, 90025, Los Angeles, CA
 Website: <https://www.ice.it/en/markets/usa/los-angeles>

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

E-mail: losangeles@ice.it, Tel: (323) 879 0950 - Fax: (310) 203 8335.

3. CONTENT OF THE REQUESTED SERVICES

The specifications of the services requested are as follows:

- a) **"Full Temporary Employment Agency Service"**, including selection and recruitment of a short list of possible candidates (approx. 3 or 4 people) within a week from the ITA Los Angeles's request, replacement and payrolling Services.

- b) **"Employee Payrolling Service"** for temporary employees recruited by ITA Los Angeles through its own selection procedures, including preliminary Background Check.
- c) **"Insurance"** for workers in case of missions in Italy (at request).

The Temporary positions which might be requested during the life of the contract, are as follows:

	POSITIONS ON SITE	ITA LOS ANGELES 12424 Wilshire Blvd, Suite 1400, Los Angeles 90025, CA	INNOVIT S. FRANCISCO 710 Sansome St. San Francisco CA 94111	OVERALL, HOURS WORKED
		GROSS HOURLY SALARY RATE (estimate)	GROSS HOURLY SALARY RATE (estimate)	
1	Senior Market Analyst	37.00 - 52.00 USD/hour	37.00 - 52.00 USD/hour	7h/day (*) (5 days/week)
2	Market Analyst	35.00 - 46.00 USD/hour	35.00 - 46.00 USD/hour	7h/day (*) (5 days/week)
3	Junior Market Analyst	26.00 -42.00 USD/hour	26.00 -42.00 USD/hour	7h/day (*) (5 days/week)
4	Administrative Assistant	23.00-38.00 USD/hour	23.00-38.00 USD/hour	7h/day (*) (5 days/week)

(*) Actual working hours excluding lunch break (1 hour).

	POSITIONS OFF SITE	Site and Salary rate
1	Hostess (preferably bilingual Italian - English)	to be determined as needed
2	Interpreter (bilingual or trilingual)	to be determined as needed

Please note that the Gross Salary shall include:

- Federal Income Tax Withhold
- California State Income Tax
- Medicare
- Social Security and Retirement (OASDI)
- CASDI CA State Disability Insurance

Job Description

- **Senior Expert Market Analyst** - High specialization in selected industries of interest for ITA Los Angeles office, project manager of promotional program and services, identification of

key sector stakeholders and networking, market research, team management.

- **Market Analyst** - Knowledge of specific economic sectors to execute ITA promotional events (trade shows, b2b meetings, seminars, etc.), market research, services and identification of key sector stakeholders and networking, administrative related tasks.
- **Junior Market Analyst** - Support in the organization of ITA events (trade shows, b2b meetings, seminars, etc.), data entry and administrative related tasks.
- **Administrative Assistant** - support in administrative and accounting tasks, data entry, office secretariat.

4. **BUDGET**

The total estimated amount for the required services during the life of the contract (1 year) will not exceed **Euro 200,000.00 (Two hundred thousand and 00/100 Euro)**.

This amount includes the gross salary or all-inclusive cost of labor of all temporary employees managed by the awarded bidder, the sum of pay rates and mark-up rate (agency feeds).

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 during the life of the contract. The effective budget will be determined on single-financed projects base during the above-mentioned contractual period of 1 year.

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 AND SIGNATURE**

The contract will last:

- a) **one (1) year** starting on the date of signature from both parties.
- b) until the date the estimated amount of **Euro 200,000.00** is reached (or such amount increased or decreased by 20% at ITA's discretion), whichever comes first.

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

There will be no tacit renewal of this contract.

Whether the contract expires on its original date or earlier, the Agency, at the request of ITA, agrees to guarantee the continuation of the services for up to 90 days, at the same prices and conditions, to allow for the gradual transfer of services to a new Agency.

6. **MINIMUM REQUIREMENTS FOR PARTICIPATION**

To participate in this Expression of interest, the company participating shall meet the following requirements referred to in Art. 9 of Ministerial Decree 32/2024:

- A. It shall be eligible and possess the necessary qualifications, in full compliance with local law.
- B. It shall be located, authorized and licensed to do business and located in the U.S.

If the Agency fail to keep these requirements for the duration of the contract, ITA reserves the right to unilaterally cancel the contract.

7. PROCEDURE APPLICATION AND DEADLINE

Under penalty of exclusion, your company is required to:

- Register with our new supplier registry on TRASPARE platform: <https://ice.traspares.com/suppliers> (see more details at the following link [Business Vendor Registration](#)).
- Send by TRASPARE the expression of interest/selection of economic operators by January 24th, 2025, at 12:00 pm, (PST).
- Upload and sign the expression of interest on TRASPARE.

No expression of interest shall be accepted after the deadline.

The exception of the 30-days deadline is provided for by art. 71, paragraph 3, of DL. 36/23, to guarantee continuity of the service in question.

8. AWARDING CRITERIA

Only after the expression of interest will the applicants be asked to submit their offer.

The applicants will be asked to submit their Economic Offer which CAN NOT EXCEED the following maximum mark-up/hour fee, to be applied on top of the gross salary rates, for the two services requested:

1. "Full temporary Employment Agency Service" including selection and recruitment of a short list of possible candidates (approx. 3 or 4 people) within a week from the ITA Los Angeles's request, replacement and payrolling Services.	Mark up/hour: 45%
2. "Employee Payrolling Service" for temporary employees recruited by ITA Los Angeles through its own selection procedure, <u>including preliminary Background Check</u> .	Mark up/hour: 35%

The contract will be awarded to the Agency that has presented the **lowest price** in terms of Agency mark-up/hour fee for the services, as resulting from the average of the two quotations offered, pursuant to art. 11 of the *Ministerial Decree 32/2024*.

ITA – Los Angeles Office has the authority to award the contract even if only one bid has been submitted, provided it is 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.

9. AWARD NOTIFICATION AND EXECUTION OF THE CONTRACT

After identifying the best offer, ITA– Los Angeles Office will award and execute the framework contract.

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

10. 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 5% of the estimated amount of the bid (EURO 10,000,00).

The deposit must be issued in favor of: **Italian Trade Agency, Los Angeles Office, 12424 Wilshire Blvd, Suite 1400, Los Angeles (CA) 90025.**

The expenses to obtain the performance surety bond shall be the responsibility of the bidder.

The performance surety bond or the non-transferable cashier's check will be returned to the Agency at the conclusion of the contract, after ITA has determined that all obligations and performance of the awarded Agency have been properly performed in accordance with the Framework Contract, the individual service awards, and applicable laws of the State of California.

The final guarantee may be enforced by ITA in the event of fraud or default attributable to the performer.

11. SERVICE ORDERS

The above services will be requested with single "Service Orders" (Full Temporary Employment Agency Service or Employee Payrolling Service) signed by the Trade Commissioner, for the staff position requested, that will be charged according to the awarded Mark-up % / Hour Rate.

A service is deemed to have been activated upon request dispatched by e-mail containing all the relevant data specification, including type of service (Full Temporary Employment Agency Service or Employee Payrolling Service), positions requested, length of the contract, required total amount of hours, gross hourly pay rate and any other elements.

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

ITA does not bind or commit itself in any way to stipulate Service Orders for the above indicated budget, not even for a minimum amount of it. Each Service Order will be issued based on ITA's specific needs regarding the services regulated in the Framework Contract.

12. AGENCY'S OBLIGATIONS

The Agency 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 Agency undertakes to:

- a) designate at least one agent working to meet ITA's needs and perform the services requested by ITA, whose name shall be communicated to ITA in writing;
- b) make the workers available to ITA within the terms indicated and in any case in good time for the performance of the service requested by ITA;
- c) replace the worker absent for any reason whatsoever, where such replacement is requested by ITA and within the peremptory terms indicated by ITA itself, without further expense to ITA;
- d) to pay in a punctual and integral manner the remuneration due to workers on the basis of these specifications, including all the items specified therein;
- e) to deliver to the worker, at the time of stipulation of the employment contract, a copy of the Code of Conduct adopted by ITA, which the worker shall sign for acceptance; a copy of the signed document shall be forwarded to ITA for inspection;
- f) sending ITA a copy of the workers' pay slips and any other suitable documentation for the purpose of ascertaining the regularity of the remuneration;

g) the Agency will provide payrolling services, using its own technical equipment and software and without charging ITA for additional costs in connection with the purchase, rental and maintenance of the devices used for the payrolling service. The Agency will ensure accurate on time payroll.

13. **ITA'S OBLIGATIONS**

ITA undertakes to:

- Pay the Agency the agreed compensation, according to the agreed rates, which is therefore understood to be fixed and invariable for the entire duration of the contract.
- Assign the workers to the tasks indicated in the request for supply, ensuring the same, as far as it is not the responsibility of the Agency, information and training on safety at work.

14. **PAYMENTS TERMS**

Italian law does not allow advance payments for public contracts.

Therefore, invoices will be settled based on the services rendered, monthly and addressed to: ITA - Italian Trade Agency — Los Angeles Office, 12424 Wilshire Blvd, Suite 1400, Los Angeles (CA) 90025, to the attention of the Trade Commissioner Giosafat Rigano'.

The invoice must clearly show separately the paid gross salary and the all-inclusive mark-up fee.

All the necessary information to execute ACH transfers must be included in each invoice and/or communicated to ITA.

Payments will be issued by ITA in USD by direct deposit within 30 days of receipt of an invoice issued by the awarded service provider.

15. **PENALTIES**

Penalty will apply in case the above-mentioned services are rendered:

- a) not in conformity with the terms of reference up to 10% of the entire value of the contract will be charged.
- b) For each day of delay with respect to the delivery terms contained herein, from 0.3‰ to 1‰ of penalty, calculated on the value of the delayed service rendered, not including claim for larger damages.

16. **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".

17. **REFERRAL RULES**

For all other terms and conditions not regulated herein, please refer to the provisions of Ministerial Decree 32/2024; 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. **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.

19. 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.

20. 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>).

21. CONTACT INFO

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

Cordially,

Giosafat Rigano'
Trade Commissioner
Italian Trade Agency – Los Angeles Office