

Call for Bid: PRODUCTION of VIDEO of the Made in Italy excellence 2024.

Prot.n. 0053627/24

Call for bid and request of quotation for the production of a video about the Made in Italy excellence 2024.

The Italian Trade Agency ("ICE Agency") intends to solicit proposals for the production of a video to celebrate the Made in Italy excellence 2024.

ITA will own all the rights of the entire project, including creative concept and logo design.

CONTENT OF THE REQUESTED SERVICES:

The service object of the RFP consists of the following:

1- Production of a video to celebrate the Made in Italy excellence, the video should have a duration of 5-6 minutes and should be editable, as needed. ITA will provide you with all the assets (photo and video).

It is understood that ITA will own all the rights of the entire project, including all current and new assets, the logo design, trademarks, creative concepts, and all related intellectual property.

The maximum amount payable for the service/goods awarded is \$ 10,000.00 and any bid in excess will be rejected.

As part of Italy's diplomatic mission to the US we are tax exempt for all purchases over \$325.00 For further information and/or clarifications, please write to: newyork@ice.it.

The Responsible Party of the awarding procedure is Alessio Nanni: a.nanni@ice.it

REQUIRED DELIVERABLES:

1. A video of 5/6 minutes

Requirements for Bid submission:

You are invited to submit your bid to this office in person, by postal mail, by courier services or by email newyork@ice.it no later than 12:00 PM on May 17th, 2024. Your bid must contain the following documents listed below:

1. Cost Estimate (quote)

Please take note: refer to this email for any dates/deadline.

Additionally, you should register as a vendor prior to submitting your bid. Instructions can be found at https://www.ice.it/en/markets/usa/new-york/vendor-registration-portal

ICE Agency reserves the right to request additional documentation at any time should it be deemed essential for the type Of goods and services requested.

WRITTEN AGREEMENT

A written agreement with the following terms and conditions shall be entered between ICE Agency and the service/goods provider. As per Section 11 of DM 192/2017 and as modified by DM 32/2024 of 17 January 2024, ICE Agency shall award a contract to a firm that offers the **lowest price**.

The agreement will be subject to verification of the requirements of compliance with applicable U.S. federal, state, and local regulations.

Once the bid is awarded a Contract letter will be issued by this office.

TERMS OF PAYMENT

Payments will be made via ACH after 30 days of invoice issuance. Therefore, the payment schedule, in 3 instalments, must comply with the following specific criteria:

- 20% will be paid upon receipt of invoice and within 30 days from contract signing.
- 50% will be paid by May 25th, 2024 (provide a report)
- 30% will be paid at the end of the service upon receipt of invoice (provide a report upon the successful conclusion of the service)
 - Extension: An extension of service is provided for a time strictly necessary for proper execution of the contract (D.Lgs.n.36/2023, art.120, comma 11).
 - **Increase or decrease**: ITA reserves the right, in its sole and absolute discretion, to increase or decrease up to 20% of the service as reflected in the final contract and on the same terms and conditions.

Provider invoices must include the following information that can be found in our Purchase Order/Contract letter:

Co.An.: U231C029O1

TERMINATION

Performance delays expressly authorized by ICE Agency and not due to the service provider fault will not be grounds for the application of liquidated damages.

In case of breach, ICE Agency reserves the right to terminate this agreement and require repayment of any damages caused by the breach.

For additional terms and conditions, refer to the appropriate section of the ITA Contract letter.

RULE OF CONDUCT FOR EMPLOYEES OF THE AWARDED FIRM

The awarded firm must comply with the Code of Conduct as adopted by ICE Agency as per Presidential Decree 62/2013 and approved by the Board of Directors with resolution n. 619/23 dated 01/27/2023. The Code of Conduct of ICE Agency is available on the website www.ice.it, section "Transparent Administration" - "General Provisions" - "General Activity".

Any breach of the Code of Conduct will result in the termination of the agreement.

DISPUTE RESOLUTION - EXCUSIVE MEDIATION AND ARBITRATION

This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflict of law's provisions of such State. In the event of any dispute arising out of or in connection with this Agreement, the parties shall first refer the dispute exclusively to a mediation under the American Arbitration Association (AAA) Mediation Rules. If the dispute has not been settled pursuant to the said Rules within forty-five (45) days following the filing of a request for mediation or within such other period as the parties may agree in writing,

such dispute shall thereafter be exclusively and finally settled under the Rules of Arbitration of the AAA by one or more arbitrators appointed in accordance with the said Rules. The venue of the Mediation and/or Arbitration shall be New York City. Language of Mediation and/or Arbitration shall be English. In the event that any party hereto institutes any legal suit, action or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs. This entire provision is material to this Agreement.

CONFIDENTIALITY

You are invited to read the Notice on the treatment of personal data pursuant to Regulation (EU) 2016/679 ("RGPD"), available on the ICE Agency website at https://www.ice.it/it/privacy

WHISTLEBLOWING PROCEDURE

Pursuant to Section 54-bis, paragraph 2 of Legislative Decree 165/2001 (amended by Law no. 179/2017) "Provisions for the protection of the informant of a crime in the context of a public or private employment relationship"), providers supplying goods or services to ICE Agency may report any "illegal conduct" of which they have become aware in the context of the contractual relationship. The reports are strictly confidential and managed through an anonymous application at: https://www.ice.it/en/whistleblowing

Best Regards,

Erica Di Giovancario

Trade Commissioner

ITA New York