



Los Angeles Office  
July 22<sup>nd</sup>, 2024  
Prot. 0083626/24  
RUP: Alessandra Rainaldi (CdC:3CB2)  
COAN: U23EC030J1;  
COGE: 651102007

## MARKET SURVEY

<p><b>RE: CONSTRUCTION OF PARTITIONS WALL SYSTEM AND OTHER RELATED SERVICES FOR INNOVIT – ITALIAN INNOVATION AND CULTURE HUB SAN FRANCISCO (CA)</b></p>
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### 1. INTRODUCTION

ITA - Italian Trade Agency 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. 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/\(Italian/English\)](https://www.ice.it/en/(Italian/English)).

### 2. AWARDING ENTITY

ITA - Los Angeles Office (hereinafter "ITA") - is located 12424 Wilshire Blvd, Suite 1400 - 90025 Los Angeles (California), Mrs. Alessandra Rainaldi, Trade Commissioner - Email: [losangeles@ice.it](mailto:losangeles@ice.it), Tel +1 (323) 879-0950; Fax +1 (310) 203-8335 – [www.ice.it](http://www.ice.it).

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.

### 3. BACKGROUND

Since September 2021, ITA, on the initiative of the Ministry of Foreign Affairs and International Cooperation - MAECI, has opened the Italian Innovation and Culture Center in San Francisco, called INNOVIT, with the aim of constituting a strategic presidium for Italian innovation in the US market, to promote the national innovation ecosystems. INNOV.IT is located on the ground and lower level of the building at 710 Sansome Street, on a total of 11,900 square feet and includes:

- Ground level: event spaces (reception, lounge, event, and exhibition area)
- Mezzanine level (accessible from the ground level) with offices and a meeting room.
- Lower level: start-up co-working areas, meeting rooms/classrooms, and corporate offices.

ITA - Trade Promotion Section of the Consulate General of Italy  
12424 Wilshire Blvd., Suite 1400  
Los Angeles, CA, 90025  
T (323) 879 0950 F (310) 2038335  
E-mail: [losangeles@ice.it](mailto:losangeles@ice.it)  
[www.ice.it/en](http://www.ice.it/en)

Certificate N. 38152/19/S  
ISO 9001 / UNI EN ISO 9001:2015

Member of CISQ Federation



#### **4. SCOPE OF WORK AND SERVICES REQUESTED**

ITA is requesting a construction service to adapt the lower level of Innovit, San Francisco with n.2 new additional corporates offices and n.1 storage room, by using a partition wall system, as specified in the Annex 1 - Technical Description, in the Annex 2 - Special Conditions and in the Annex 3 - Project and including:

1. On site supply and set up of **partitions wall system with self-supporting** structures and with floor to ceiling sound absorbing panels, double glass panels, included doors, knobs and hardware.
2. Creation of a new storage room with a plasterboard wall measuring 70.5", with door. (see Annex 3 - Area A).
3. Demolition of a plasterboard wall 85" width, removal of all waste materials, cleaning and finishing of existent surfaces (see Annex 3 - Area B).
4. Replacement of door H type with G type door , with the installation of a clear double glass panel (please see Annex 3 for letter and photo reference - Area B)
5. Creation of a new corporate office with plasterboard walls measuring 133" x 87 " (see Annex 3 - Area C), installation of a G type door (please see Annex 3 for letter and photo reference) with a clear double glass panel.
6. Removal of a portion of insulated ceiling tiles and holding structure. Removal of all waste materials, cleaning and finishing of existent surfaces.
7. Removal of a wood panel attached to one wall and possible restoration of underlying wall condition.
8. On site set up of 2 electrical switches and connection to existing light fixtures (see Annex 3 - Areas B and C).
9. On site set up of 5 or 6 new electrical outlets/boxes (see Annex 3 - Areas B and C).
10. On site installation of an air ventilation tube on the ceiling including connection to the main HVAC system (see Annex 3 - Areas B and C).
11. On site installation of a white structure with top lid to screen cables in one corner of the office
12. Removal of all waste materials, cleaning and finishing of existent surfaces, including repaint of walls of interested areas if requested by ITA.
13. All transportation, costs (inbound and outbound), insurance.
14. All other related labor and material.

## **5. BUDGET**

The **total budget** will not exceed **USD 40,000.00** (forty thousand), all included (supplies, demolitions, installation, electric and HVAC systems adaptation, labor, materials and so on).

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

ITA reserves the right to:

- increase or decrease the contractual amount by a max of 20% as needed without any further obligations towards the awarded Contractor.

## **6. TERMS OF DELIVERY**

The services, as specified is required to be completed according to the following schedule:

**August 15th to August 30th.**

Due to operational reasons of Innovit, this framework is mandatory.

## **7. MINIMUM REQUIREMENTS FOR PARTICIPATION**

In order to participate in this Market Survey, the company shall meet the following requirements referred to in art. 9 of Ministerial Decree 192/2017 updated by the D.M. 32/2024:

- a) It shall be eligible and possess all the necessary qualifications, in full compliance with local laws.
- b) It shall be located, authorized and licensed to do business in the United States.
- c) **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](#)).**

*The awarding of the contract will be subject to the verification of these general requirements.*

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

## **8. SUBMISSION PROCEDURE AND DEADLINE**

To submit your best quotation, your company is required to fill out and to send the following documentations, exclusively by express courier (not hand delivery), **by August 6th 2024, at 12:00 pm (noon) (PST)** in a **Main Envelope** - closed, sealed and marked outside - as described below and sent only exclusively at the following address:

**Italian Trade Agency - Los Angeles Office, 12424 Wilshire Boulevard, Suite 1400, 90025, Los Angeles CA, to the attention of Alessandra Rainaldi, Trade Commissioner.**

The MAIN ENVELOPE must indicate outside:

"CONFIDENTIAL - Do not Open - MARKET SURVEY - Documents: **"CONSTRUCTION OF PARTITIONS WALL SYSTEM AND OTHER TECHNICAL SERVICES FOR INNOVIT – ITALIAN INNOVATION AND CULTURE HUB SAN FRANCISCO (CA) "** - ITA - LOS ANGELES OFFICE.

- the complete information of the sender (Company name and complete address, including telephone and email).

According to the applicable Italian Law, and under penalty of exclusion, the offer should include the following two parts in two different envelopes, closed and sealed separately:

- Envelope A - "Administrative Documentation"
- Envelope B - "Economic Offer"

Please note that failure to seal envelopes "A", "B" and insert them in the Main envelope, as well as their lack of integrity such as compromising confidentiality, **are causes of exclusion from the market survey.**

#### **8.1 ENVELOPE "A" marked as ADMINISTRATIVE DOCUMENTATION + NAME OF THE COMPANY + OBJECT OF THE MARKET SURVEY**

This envelope, *under penalty of exclusion*, shall contain:

- 1) **Annex 5 - "Letter of acceptance"**
- 2) **Annex 6 - "Requirements for Direct Negotiation Under the European Union Threshold of Euro 140,000.00"** (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).

Any incomplete, irregular, or incorrect content in envelope A "Administrative Documentation" will be ascertained and notified to the offering company. Pursuant to Art. 101, co. 1 of Legislative Decree no. 36/2023, the offering company with an incomplete application, will be given an opportunity to correct.

**Do not make any reference to costs in Envelope A.**

#### **8.2 ENVELOPE "B" marked as ECONOMIC OFFER + NAME OF THE COMPANY AND OBJECT OF THE MARKET SURVEY**

This envelope, *under penalty of exclusion*, shall contain:

**Annex 4 - Economic offer**, with your price quotation (both in digits and letters) and signature by the legal representative of the company or his delegate.

### **9. EXCLUSIONS CLAUSES**

**No offers shall be accepted and therefore will be excluded from the process if:**

- Received after the deadline or have been presented in a form other than that indicated above.

- Conditional or if they do not clearly accept the conditions required, create misunderstandings as to the contractor's willingness to adhere fully to the said conditions or the indication of the cost.
- Incomplete, even if emailed within the stated deadline. An offer is deemed to be incomplete if it does not accept all the terms or if even one single requirement is missing unless it is clearly marked "optional".
- Failure to meet even one of the requirements of participation (listed in the art. 7) related to the candidate company;

**Please consider that:**

- The quotation must be **equal or inferior to the total available budget (\$40,000.00).**
- If a discrepancy is found between the proposal indicated in numbers and the one indicated in letters, **the lower amount will be taken into consideration.**
- The quotation must include transportation inbound and outbound, all material needed to complete the job, assembling, demolition and removal costs.
- Multiple option proposals cannot be taken into consideration.

**No offers shall be accepted if:**

- Received after the deadline or have been presented in a form other than that indicated above.
- They are conditional or do not clearly accept the conditions required, create misunderstandings as to the contractor's willingness to adhere fully to the said conditions or the indication of the cost;
- They are incomplete, even if emailed within the stated deadline. An offer is deemed to be incomplete if it does not accept all the terms.

**10. AWARD CRITERIA AND EVALUATION PROCESS**

The contract will be awarded based **on the lowest price**, pursuant to art. 11 of DM 192/2017 updated by the D.M. 32/2024.

After identifying the best quotation, ITA will award and execute the contract. The award will take place even in the presence of a single quotation, as long as it is deemed valid.

**11. NO SUBCONTRACT OF SERVICES**

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

**12. CONTRACT DURATION**

The contract will run from the date of signing **until August 30th, 2024.**

**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.

**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](#)).**

### **13. TERMS OF PAYMENT**

Payments will be made by ITA in USD as follow:

- 20% of the total amount upon signing the contract and presentation of an original invoice;
- 80% balance after the conclusion of the service and upon presentation of an original invoice, after a successful final inspection of all work and supplies.

**Please note:** prior to the payment of the final invoice, a "Certificate of Regular Execution" will be issued by ITA, to certify that the service was fully completed in accordance with the terms agreed.

Payment will be made within thirty (30) days upon receipt of the original invoice, addressed to the attention of Director Alessandra Rainaldi - Italian Trade Commission - 12424 Wilshire Blvd, Suite 1400, 90025, Los Angeles, CA.

The ITA makes 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.

### **14. PENALTIES**

For each day of delay in delivery or non-compliance with the Technical description and the Additional specifications contained herein, there will be a deduction from the contract's total amount equal to 2% penalty up to ten percent (10%), calculated on the value of the individual service rendered, net of any claim for greater damages, shall be applied.

### **15. 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 Directors by resolution no. 619/23 on 01/27/2023.

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.

#### **16. REFERRAL RULES**

For all other terms and conditions not regulated herein, please refer to the provision 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.

#### **17. 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>).

#### **18. COMPETENT JURISDICTION**

In case of a dispute between the Italian Trade Agency and the awarded company, the Court of Law of California, 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.

#### **19. 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.

#### **20. CONTACT PERSON**

For further information concerning this Market Survey, kindly contact the Italian Trade Agency – Los Angeles Office - Email: [losangeles@ice.it](mailto:losangeles@ice.it), Tel +1 (323) 879-0950; Fax +1 (310) 203-8335 – [www.ice.it](http://www.ice.it).

We look forward to receiving your proposal.

Sincerely,

Alessandra Rainaldi

Trade Commissioner