

Prot. n. 0091254/24 August 13th, 2024 CdC: 3CB2 COGE: 651502011 COAN: VARIOUS

MARKET SURVEY NOTICE

FRAMEWORK CONTRACT "GRAPHIC DESIGN AND PRINTING SERVICES FOR THE ITALIAN TRADE AGENCY (ITA) – LOS ANGELES OFFICE 2 years (24 months)

The Italian Trade Agency (ITA)- Los Angeles Office is launching a request for quotation for **"GRAPHIC DESIGN AND PRINTING SERVICES" – for a two-years contract** - to be assigned by direct negotiation, pursuant to art. 7, paragraph 2, letter. a) of Ministerial Decree 192/2017 (updated by D.M. 32/2024).

If you are interested, kindly submit a proposal, considering the instructions outlined in the specifications attached hereto.

The content of the required service is outlined in **Annex 1 (Graphic design and printing services quotation sheet),** which is an integral part of this Market Survey Notice

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 <u>https://www.ice.it/en/</u> (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

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 www.ice.it/en Certificate N. 38152/19/S ISO 9001 / UNI EN ISO 9001:2015





sciences, Mobility, Green (Renewables energy, Cleantech, etc.), through a soft-landing platform of services, connections, and promotional programs.

2. <u>AWARDING ENTITY</u>

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 Progetto* (the acronym is RUP in Italian) is **Alessandra Rainaldi**, the ITA Los Angeles Trade Commissioner. E-mail: losangeles@ice.it, Tel: (323) 879 0950 - Fax: (310) 203 8335.

3. <u>CONTENT OF THE REQUESTED SERVICES</u>

The Technical specifications of the required services are set as follows:

n.	ITEM	TECHNICAL SPECIFICATIONS
1	Graphic Creation	Unique Graphic Design concept, full color, for each promotional/advertisement campaign, for print and digital purposes. At least 3 different initial concepts and 3 revisions included.
2	Graphic adaptation	Adaptation of graphic design for digital and Web advertising (Digital Invite, Newsletter, Online Banners, Letterhead, Website Header, Leaderboard, email ads, social media, etc.) for three (3) different sizes, dimensions TBD (to be determined), including both animated and static formats, with hyperlinks. 3 revisions included.
3	Catalog	 A) Design adaptation and printing of catalogs, full-color, self-cover glossy #100 lbs., dimension 8.5" x 5.5 - up to 16 pages, text saddle stitched. PDF version included. 3 revisions included. Nr. 300 copies per unit. Ground shipping included.
		 B) Design adaptation and printing of catalogs, full-color, self-cover glossy #100 lbs., dimension 8.5" x 5.5" - up to 24 pages, text saddle stitched. PDF version included. 3 revisions included. Nr. 300 copies per unit. Ground shipping included.
		C) Design adaptation and printing of catalogs, full-color, self-cover glossy #100 lbs., dimension 8.5" x 5.5" - up to 48 pages , text saddle stitched. PDF version included. 3 revisions included. Nr. 300 copies per unit. Ground shipping included.
		D) Cost for each additional 4 pages for the catalogs above.



4	Digital catalog	Digital version of catalogs and leaflets, including social media links and websites. 3 revisions included.
		 A) Design adaptation and printing of brochures to be handed out. Full-color, self-cover glossy #100 lbs., dimension 8.5" x 14" size - 6 pages (tri-folded). 3 revisions included. Nr. 300 copies per unit. Ground shipping included. B) Design adaptation and printing of brochures to be handed out. Full-color,
5	Brochures and leaflets	self-cover glossy #100 lbs., dimension 11" x 17" size - 6 pages (tri-folded). 3 revisions included.
		Nr. 300 copies per unit. Ground shipping included.
		C) Design adaptation and printing of brochures to be handed out.
		Full-color, self-cover glossy #100 lbs., dimension 11" x 17" size - 4 pages
		(bi-folded). 3 revisions included.
		Nr. 300 copies per unit. Ground shipping included.
		A) Graphic Design and printing of reports (including digital version). Full color,
		letter size (8.5" x 11") #80lb., bound or saddle stitch - Up to 32 pages plus
		cover. 3 revisions included.
6		Nr. 100 copies per unit. Ground shipping included.
	and Reports	B) Graphic Design and printing of reports (including online version). Full color,
		letter size (8.5" x 11") #80lb., bound or saddle stitch - Up to 48 pages plus
		cover. 3 revisions included.
		Nr. 100 copies per unit. Ground shipping included.
		Full color production for print advertisement, with or without bleeds, including
	Print Advertisement	all graphics for publication in magazines, catalogs, booklets, and other print
7		outlets:
-		A) Full page letter size 8.5" x 11", gloss cover;
		B) Horizontal half page, gloss cover;
		C) Quarter page 1/4, gloss cover.
8	Website design	A) Full design, set up, and hosting space for 1 year of a new website page.
		Full-color graphic design of trade shows and events exhibit structures.
		Dimension TBD (to be defined) or based on tradeshow blueprints. Complete
9	Graphic design	ready-to-print files.
	for	3 revisions included. Ground shipping included.
	Trade Shows and Events	Itemized costs as follow:
		A) Nr. 1 WALL GRAPHIC included HEADERS
		B) Nr. 1 EXHIBIT BOOTH LAYOUT MAP



		C) Nr. 1 HANGING SIGN
10	Roll-up Banner	Graphic Design, full-color production of roll-up banners, including the base (W33" x H80"). Printing in full-color, soft PVC matte, double-sided printed. Nr. 1 per unit. 3 revisions included. Ground shipping included.
11	Posters	Design and printing of full-color poster with grommets on the top corners. 32" x 50" on 3/8" thick laminated foam core poster board. Nr. 1 per unit. 3 revisions included. Ground shipping included.
12	Badges	Design and printing of badges 4" X 6", full color, two-sided, tear-resistant 10 mil reinforced direct thermal stock, double slots to accommodate double-clip lanyards. Nr. 200 pieces per unit. Ground shipping included.
13	Lanyards	Lanyards with the Italian Flag pattern (3 PMS colors: 341C, 485C, 447C) or ITA logo. Open-ended metal double clip. Length 36". Nr. 500 pieces per unit. Ground shipping included.
14	Folders	Graphic Design and printing of full-color standard-size folder 12" L x 9" W, #120 Ibs. matte cover, including ITA logos, Italian flag color design, and contact information. 4" tall 2 pockets, with card slits inside both pockets. 1/4" backbone. 3 revisions included. Nr. 300 copies per unit. Ground shipping included.
15	Business cards	Standard-sized business cards 3.5" x 2", full color (3 PMS colors: 341C, 485C, 447C), double-sided, classic linen cover / solar white, at least #120 lbs. paper. Nr. 200 copies per person. Ground shipping included.

In case of a service request not included in the above list, a specific quote will be requested, and the proposal will be evaluated on a case-by-case basis.

The awarded bidder will also be requested to adjust their prices proportionally when offering a service for volumes or quantities that are different from the quotation sheet.

The content, assets, and materials should be delivered proofread for errors and omissions.

4. <u>BUDGET</u>

The total estimated amount for the required services during the life of the contract (maximum 2 years) will not exceed **\$ 100,000.00 (One Hundred Thousand dollars and 00/100 cents) all inclusive** (all taxes and duties, fees, and expenses as well as any associated costs or expenses to achieve the required deliverables).

All the quoted prices must include ground shipping costs. Only in case ITA requests a rush order, requiring overnight or second-day delivery, the company can quote those additional shipping costs for approval.

The amount above is purely indicative, as ITA reserves the right to avail itself of essential services only.

ITA Italian Trade Agency – 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 in the



24 months of the life of the contract. The effective budget will be determined on single financed projects based on the period above mentioned.

Besides, 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. <u>LIFE OF THE CONTRACT AND SIGNATURE</u>

The contract will last <u>24 months</u>, from the date of its entry into force, and will automatically end on its expiration date **or** upon reaching the amount specified above (**\$ 100,000.00**), without any notification between the parties. <u>There will be no tacit renewal of this contract.</u>

6. MINIMUM REQUIREMENTS FOR PARTICIPATION

To participate in this Market Survey, the company participating shall meet the following requirements referred to in Art. 9 of Ministerial Decree 192/2017 (updated by 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) It shall meet the "*General requirements*" pursuant to art. 9 paragraphs 1 and 3 of Ministerial Decree 192/2017 (updated by D.M. 32/2024) to be rendered through the compilation of the "Requirements for procurement procedures under the European Union threshold" (Annex 2).

If the company fails to keep these requirements for the duration of the contract, ITA reserves the right to cancel the contract.

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).

7. <u>PROCEDURE APPLICATION AND DEADLINE</u>

<u>Under penalty of exclusion</u>, your company is required to send to the ITA Los Angeles office **by email to** <u>a.rainaldi@ice.it</u> **by** <u>August 30th, 2024, at 12:00 pm PST (noon)</u>, indicating in the subject line <u>"Contract</u> <u>for Graphic Design and Printing Services for ITA - Los Angeles Office"</u>, the following documentation:

- ANNEX 1 "Graphic design and printing services Specification and Quotation sheet" filled out in each line, including the total quotation at the bottom of the sheet. It must be signed by the legal representative of the company or his delegate.
- ANNEX 2 "Requirements for Procurement Procedures Under the European Union Threshold" 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).
- <u>ANNEX 3 "Letter of Acceptance"</u>, a written statement with a firm commitment to perform the services specified in this market survey, duly signed for acceptance by the legal or authorized representative of the bidding Agency.



No offer shall be accepted after the deadline. Incomplete offers shall be excluded.

8. AWARDING CRITERIA

The contract will be awarded based on the **lowest price offer**, pursuant to art. 11 of DM 192/2017 (updated by D.M. 32/2024), considering the **sum of the total cost of the services**.

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. ACTIVATION OF SERVICE

The above services will be activated with single "Service Orders" signed by the ITA Trade Commissioner, upon preliminary request of quotation by email containing all the relevant data specification of the Framework Contract.

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

11. PARTIES' OBLIGATIONS

Company's obligations

The contracted Company undertakes to:

- a) Execute all services under the conditions set forth in this notice.
- **b) 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.
- c) Designate at least one of their employees as the contact person in charge of providing the services attached herein. The contact person shall ensure the proper execution of services, acting promptly to solve any problem that may arise, and answering in a timely manner to any request made by the ITA. The contact person shall not change during the life of the contract unless rightfully justified by the supplier.
- d) Transfer all the printed material and its copyrights to the awarding entity. The winning company agrees to transfer to ITA the right to use and reproduce said images, for any purposes and without limitations, in addition to holding ITA harmless from 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. For further specifications of the designs, the Company must refer to the indications reported in the ITA Graphic Guidelines at the following link.
- e) Submit for each service requested at least (3) three options and agree with ITA rights to request all the changes that ITA will deem appropriate before final delivery of the product. Therefore, if the proposed



ITALIAN TRADE AGENCY

project does not get first approval, the contracted company shall revise the same based on the instructions provided by the awarding entity until the project is approved. Please note that approval of the project by ITA is a prerequisite for the execution of activities and pertaining expenses. The contracted company, in the execution of the above services, shall adhere strictly to the specifications and instructions provided by ITA and shall not make any changes of their own volition. The contracted company shall guarantee that all services are rendered accurately and in full cooperation with the contact persons at the ITA. In addition, the contracted company agrees that ITA may reserve the right to request changes to the proposal after it has been accepted, without a rise in costs; it also reserves the right, at its sole discretion, to reject the proposals submitted and therefore the winning company agrees to waive all rights to compensation or indemnification of any type.

- **f) 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.
- **g) Provide** all the services set forth herein, using its own technical equipment and without charging ITA for additional costs in connection with the purchase, rental, and maintenance of the devices used for the design and printing of the materials.

ITA's obligations

ITA undertakes to pay the Company, the agreed compensation, according to the agreed rates, which is therefore understood to be fixed and invariable for the entire duration of the contract.

12. TERMS OF PAYMENT

Payments will be made by ITA in USD, after signing each single "Service Order", once the service has been rendered, within 30 days of receipt of a regular invoice issued by the contracted company and addressed to: Alessandra Rainaldi - Italian Trade Commission - 12424 Wilshire Blvd, Suite 1400, 90025, Los Angeles, CA.

The ITA Los Angeles Office 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.

13. <u>PENALTIES</u>

For each day of delay in delivery or non-compliance with the technical specifications of the contract contained herein and the additional specifications provided by the contracting entity, a penalty of ten percent (10%), calculated on the value of the individual service rendered, net of any claim for greater damages, shall be applied.

14. <u>RULES OF CONDUCT OF THE AGENCY AND/OR STAFF OF THE AGENCY</u>

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 <u>https://www.ice.it/it</u> in 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.

15. <u>REFERRAL RULES</u>

For all other terms and conditions not regulated herein, please refer to the provisions of Ministerial Decree 192/2017 (updated by D.M. 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.

16. <u>COMPETENT JURISDICTION</u>

In case of dispute between the Italian Trade Agency and the Appointed Contractor, the Court of Law of California will be the competent jurisdiction.

17. PRIVACY AND DATA TREATMENT

The awarded Agency is invited to read the Information on the processing of personal data pursuant to Regulation (EU) 679/2016 ("RGPD"), available on the institutional website of ICE-Agenzia at <u>https://www.ice.it/it/privacy</u>.

The contractor agrees, where required by law, that its corporate data and information will be stored and published on the ITA website, among which: Contractor's name; address; and amount of consideration.

18. <u>WHISTLEBLOWING</u>

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).

19. <u>CONTACT PERSON</u>

If you have any questions regarding this market survey notice, please contact the Italian Trade Agency - Los Angeles Office - Email: losangeles@ice.it, Tel +1 (323) 879-0950.

Cordially,

Alessandra Rainaldi Trade Commissioner Italian Trade Agency – Los Angeles Office