



ITALIAN TRADE AGENCY

Los Angeles Office
CIG: 9389033B21
COAN: U204C054H1

INVITATION FOR BID (IFB)

**RE: PURCHASE OF FURNITURE FOR
THE ITALIAN INNOVATION AND CULTURE HUB - INNOVIT
710 SANSOME ST SAN FRANCISCO (CA) - 94111**

1. INTRODUCTION

The Italian Trade Agency - Los Angeles Office (ITA) is planning to purchase internal furnitures for the new ITALIAN INNOVATION & CULTURE HUB - INNOV.IT - located in located at 710 Sansome St. 94111, San Francisco (CA). (www.innovitsf.com)

Since September 2021, ITA, on the initiative of the Ministry of Foreign Affairs and International Cooperation - MAECI, has opened an Innovation Center in San Francisco, called INNOV.IT, with the aim of constituting a strategic presidium for Italian innovation in the US market, to promote the national innovation ecosystems.

INNOV.IT hosts the Italian Cultural Institute and the ITA's Innovation and Foreign Direct Investment Desks and, in addition, an external provider for innovation and acceleration services. The Italian Innovation and Culture Center - 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.

The scope of work is to select a contractor to provide the internal furniture for INNOV.IT as described in **point 3 of the IFB** and in the **Technical Description (Annex 1)**.

The IFB is open to all companies that meet the qualifying criteria as specified in point 4 below. Your proposal should conform with the terms, conditions and specifications set hereafter and in the documentation attached.

The proposed project schedule will be as follows:

| | |
|---------------------------|-----------------------------|
| Submission terms | by 20 September 2022 |
| Award of Contract: | by 30 September 2022 |
| Delivery terms: | by 30 November 2022 |
| Estimated Amount | 65,000.00 USD; |

The tender documents include:

1. Invitation for Bid (IFB)
2. Annex 1 - Technical description
3. Annex 2 - Economic offer

4. Annex 3 - Requirement for procurement procedures under the European Union
5. Annex 4 – Letter of acceptance of the tender, dated and signed by your company representative

2. AWARDING ENTITY

The Italian Trade Agency ("ITA") – Los Angeles Office,
1900 Avenue of the Stars, Suite 350, 90067, Los Angeles, CA,

Website: <https://www.ice.it/en/markets/usa/los-angeles>

E-mail: losangeles@ice.it, Tel (323) 879.0950- Fax (310) 203.8335

Ms. Alessandra Rainaldi, Trade Commissioner of ITA Los Angeles Office and Chief Procurement Officer (CPO)/ Responsabile Unico del Procedimento (the acronym is RUP in Italian)

The Italian Trade Agency (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 with a network 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)).

3. SCOPE OF WORK

The ITA Los Angeles Office is issuing this invitation for Bid (IFB) to purchase furniture for [INNOV.IT](#) as described in the **Technical Description (Annex 1)**.

ITA is therefore selecting a contractor to carry out the required supply with the requested technical specifications.

All items offered should guarantee the image of Made in Italy in the Center, in terms of style, design and quality.

The contractor shall offer goods which are:

- 1) new and conform with Technical description (Annex 1);
- 2) free from defects in design, workmanship and materials;
- 3) factory packed in a manner adequate to protect them.

In particular, the bid includes the furnitures for the following Areas:

Ground Floor:

- a) **Reception area**
- b) **Co-working area**
- c) **ITA Office**

Lower Level Floor

- d) **Startups area**
- e) **Corporate offices**

f) Meeting rooms

4. REQUIREMENTS FOR PARTICIPATION

In order to participate, the Contractor 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 to provide the supplies requested in this quote, in full compliance with local laws (California and City of San Francisco);
- b) It shall be based in the USA, and it shall be authorized and licensed to do business in the USA;
- c) It shall meet the “**General requirements**” pursuant to art. 9 paragraphs 1 and 3 of Ministerial Decree 192/2017 to be rendered through the compilation of Part III, Sections A, B, C and D, of the *Requirements for procurement procedures under the European Union threshold (Annex 3)*

Note: *The awarding of the contract will be subject to the verification of these general requirements. The possession of general requirements must be maintained for the duration of the contract. If the Contractor should fail to keep these requirements for the duration of the contract, ITA reserves the right to unilaterally 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](#)).

5. ESTIMATED BUDGET

The overall estimated budget, all included, is **USD 65,000.00** (sixty-five thousand dollars).

This budget is inclusive of all taxes and fees, as well as delivery to the following address:

710 SANSOME ST SAN FRANCISCO (CA), 94111

To be considered valid, quotations must be equal or inferior to the total available budget.

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.

ITA is a tax-exempt organization and as a governmental Agency must follow strict public procurement requirements in terms of assembling this IFB and awarding contracts.

6. SELECTION CRITERIA

The contract will be awarded based on the **LOWEST PRICE.**

ITA 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.

The Contracting Authority will evaluate all valid proposals and will assess the fairness of the offers pursuant to the provisions of art. 13 c. 1 lett. a) of DM 192/2017. This is without prejudice to the right of the contracting station to verify the fairness of any other offer that, based on specific elements, appears abnormally low pursuant to art. 13 c. 2 of DM 192/17.

7. SUBMISSION REQUIREMENTS AND DEADLINE

Under penalty of exclusion, please provide your best quotation by email to losangeles@ice.it no later than: September 20th 2022, 12:00pm, (PST), sending the following documentation:

1. Annex 2 - Economic offer complete, including photos or brochures or data sheets for each item.
2. Annex 3 - Requirement for procurement procedures under the European Union signed and notarized
3. Annex 4 – Letter of acceptance of the tender, dated and signed by your company representative

No offers shall be accepted and therefore will be excluded from the tender process if received after the deadline or have been presented in a form other than that indicated above;

8. SECURITY DEPOSIT

The **Awarded Service Provider** of the bid **must submit a performance surety bond or a non-transferable cashier's check** that amounts to 10% of the contract value before signing the agreement. The expenses to obtain the performance surety bond shall be the responsibility of the bidder.

The performance surety bond or a non-transferable cashier's check, whichever you choose, must be issued in favor of: **Italian Trade Agency, Los Angeles Office, 1900 Avenue of the Stars, Suite 350, Los Angeles, CA, 90067.**

Submitting a security deposit is mandatory.

The down payment Contractor already disbursed (according to the IFB) even if in the form of a security bond shall be returned after conclusion of the contractual obligations and after ITA Office confirmation that the company has duly provided the services in accordance with the contract.

9. NO SUBCONTRACTS OR TRANSFER OF SERVICES

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

10. SIGNING OF THE CONTRACT

The signing of the contract will take place after the official notification and after receiving the

requested security deposit (see Art.10) within the maximum time limit of 10 days.

IMPORTANT: in case your company is chosen to execute the contract, it will be required to register in the ITA's Vendor list (see more details at the following link [Business Vendor Registration](#))

11. TERMS OF PAYMENT

The total amount of the contract will be paid to the **Awarded Service Provider** in the following ways:

- a) **20% of the total amount after the signing** of the contract from both Parties and upon presentation of a regular invoice addressed to the attention of Director Alessandra Rainaldi, ITA – Italian Trade Agency – Los Angeles Office, 1900 Avenue of the Stars, Suite 350 Los Angeles, CA 90067.
- b) **80% balance within 30 days after the delivery of the order**, upon presentation of a regular invoice and issuance by ITA of the "Certificate of Regular Execution", certifying that the service has been completed according to the agreed terms.

The above mentioned payments will be paid upon receipt of an original invoice made payable to ITA - Italian Trade Commission - Los Angeles Office, Addressed to: Alessandra Rainaldi - Trade Commissioner ITALIAN TRADE AGENCY – LOS ANGELES OFFICE, 1900 Avenue of the Stars, Suite 350, Los Angeles, CA 90067- USA

All information required to execute ACH transfers must be included with each invoice and/or communicated to ITA.

Please note that our office is part of the official Mission of Italy to the United States and is exempt from paying taxes on purchases over \$325.00.

Further instructions regarding billing will be included in our contract letter to the awarded firm. It is understood that payment terms will not apply in the event of default (and subsequent penalties) during the performance of services by the awarded firm. In such a case, payment terms will be applied from the date the problem is resolved and after ascertaining the absence of penalties.

12. APPOINTED CONTRACTOR'S MAIN OBLIGATIONS

The contractor is responsible for:

1. delivering the supply within the terms established in this IFB
2. delivering the supply corresponding to those presented in his bid and for which he was awarded the contract
3. replacing the supply(s) found to be partially or completely damaged upon delivery, such as to be no longer suitable for their use

13. PENALTY

Failure to meet the specified deadlines for delivery of the required supplies - unless determined by force majeure (due to extraordinary and unforeseeable events and not dependent on the supplier's will) - will determine the application of a daily penalty of up to 2% of the entire contract

amount, up to 10 days of delay; from the 11th day, ITA may request termination of the contract and compensation for any additional damages.

14. COMPETENT JURISDICTION

In case of dispute between the Italian Trade Commission and the Service Provider, the Court of Law of California will be the competent jurisdiction.

15. 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

16. 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 ICE-Agenzia at <https://www.ice.it/it/privacy>.

The bidding process is governed under Art. 7, Par. 2, Lett. b of Decree of the Ministry of Foreign Affairs 192 of November 2, 2017.

ITA is an agency of the Government of the Republic of Italy. The interpretation of all of the foregoing terms and conditions shall be made by ITA in its sole discretion. Such interpretation shall be final and binding upon all bidders.

Notwithstanding the above, please note that ITA, as a foreign governmental entity with full diplomatic and immunity status, maintains power to irrevocably withdraw the present invitation to bid and/or therefore annul the awarding procedure for any reason and at any point in time without incurring in any liability under any circumstances. In submitting an offer to the current bid, you understand and expressly agree to waive any claim, legal action, and/or remedy based in law or equity that you may have at the time ITA decides or is forced to withdraw and therefore annul the awarding procedure.

17. RULES OF CONDUCT OF THE AGENCY AND/OR STAFF OF THE AGENCY

In the execution of the contract, the awarded 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 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.

18. WHISTLEBLOWING

By accessing the website www.ice.it - section "Whistleblowing", available at the following link: <https://ice.whistleblowing.it/#/> is possible to report in complete confidentiality any "unlawful conduct" found within the contractual relationship, pursuant to Article 54-bis, paragraph 2 of Legislative Decree 165/2001 (as amended by Law no. 179/2017).

19. CONTACT REFERENCE

If you have any questions regarding the bid documents, please send a written communication to the following email: losangeles@ice.it, **by September 15th 2022**. Questions will be answered by written communication.

All queries (FAQ) will be published on ITA Website

We look forward to receiving your proposal.

Sincerely,
Alessandra Rainaldi
Trade Commissioner

(signed in original)
