



Los Angeles Office

July 12th, 2024

Prot. n. 0080362/24

RUP: Alessandra Rainaldi

COAN: U23DC008C1

MARKET SURVEY

AUDIOVISUAL DESK SERVICES

ITA LOS ANGELES OFFICE

AUGUST 1st, 2024 – 31st DECEMBER 2024

ITA - Los Angeles Office, pursuant to art. 7 co. 2, lett. a) of DM 32/2024, invites specialized Company (hereinafter **Selected Service Provider**) - located in the United States - to submit their best offer for the **AUDIOVISUAL DESK SERVICES**.

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 provides information, support, and advice to Italian and foreign companies.

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 www.ice.it (Italian/English).

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>

Ms. Alessandra Rainaldi, Trade Commissioner of The Italian Trade Agency in Los Angeles Office

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

3. SCOPE OF WORK

ITA - Los Angeles office is focused on the promotion of the Italian Audiovisual Industry (AV) in the US, with the dual mission to attract American co-production projects to Italy, in close cooperation with Italian Film Commissions and to foster the distribution of Italian films and TV to the US, facilitating business connections between Italian and US professionals.

Since 2022, the office has launched a new communication project **"Italy meets Hollywood"** including the website italymeetshollywood.com and a **monthly newsletter** entirely devoted to the American audiovisual



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(AV) market. The tools are conceived as a bridge where the American and Italian professionals meet to stay informed, to share knowledge and to develop business partnership together.

For the implementation of the above mentioned mission, ITA is currently looking for a specialized company (**hereinafter Selected Service Provider**) with strong understanding of the audiovisual sector in the US and in Italy and good relationship with key players and professionals in both ecosystems.

The **Selected Service Provider** should appoint a well-qualified full-service **project manager** acting as the **Audiovisual Desk** at ITA - Los Angeles Office to support the office in the implementation of the communication project and in the enlargement of the American professionals network in the Audiovisual industry.

The **appointed Project manager** shall possess:

- a relevant degree in one or more of the following disciplines: Media Studies, Digital Marketing and any other relevant degree related to this assignment;
- an extensive career background in the entertainment sector (**minimum 10 years**) with audiovisual private corporates and/ or with public bodies
- outstanding communication skills and work ethic, with attention to detail;
- proficiency in English and Italian;
- good working knowledge of the Microsoft Office package (excel, Power Point, Word), Mailchimp, WordPress, Canva

4. DESCRIPTION OF REQUESTED SERVICES AND DELIVERABLES

The **Audiovisual Desk's** required services will include:

	Services requested	Deliverables	Target	Monthly Target
1	Website/Newsletter Italy Meets Hollywood implementation and management	1) <u>Coordination</u> of the external companies assigned by ITA Los Angeles for the content and maintenance services of the project "Italy meets Hollywood" 2) <u>Selection, editing and quality control of the original content</u> provided by the external company appointed for this service 3) <u>Production of additional content</u> for the italymeetshollywood.com web site or newsletter, including: a) <u>interviews</u> to Italian or American players of the industry b) <u>news</u> focused on the AV american market trends of interest for the Italian ecosystem	n. 5 interviews n. 50 news	n. 1 interview n. 10 news

		<p>c) <u>other relevant content</u> for the website.</p> <p>4) <u>Uploading</u> the content in WordPress.</p> <p>5) <u>Promotional activities</u> to enlarge the subscribers network of the project</p>	5	1
2	Digital marketing	<p><u>Creating social posts</u> (including reposting with comments) for ITA's accounts on LinkedIn and Facebook with relevant content for the audiovisual industry.</p>	n. 48 posts	12 posts
3	Events Organization	<p><u>Organization of Industry Panels/ networking events/b2b session</u> on the occasion of promotional events organized by ITA Los Angeles (AFM, ITTV Forum and Festival, etc.) including:</p> <p>a) concept ideas (selection of topics, identification of speakers, moderator, audience in the industry, etc.</p> <p>b) events organization</p> <p>c) social media management;</p>	2	according with the event schedule
4	Enlarging the US audiovisual network	<p>Enlarge the network of US audiovisual professionals in the film, tv, drama, animation, etc.</p>	50 new contacts	10 new contacts
5	Assistance to the Italian and US companies	<p>Support ITA in management of individual assistance services (free or paid) to Italian and US professionals according with ITA' s Assistance Guidelines</p>	on demand	on demand
6	Administrative tasks	<p>For the above activities, it is required to:</p> <p>a) Manage the <u>administrative process</u> including contracts and public procurement activities.</p> <p>b) Enlarge the list of potential vendors, contractors, experts etc. to support program activities</p> <p>c) <u>Monthly report</u> on the activities carried out respect the target.</p> <p>d) <u>Final report</u> includes a recap of the entire period.</p>	5 report 1 report	1 report

The **Audiovisual Desk** is required at ITA's premises for at least 3 business days/week and can also be required for business missions in the US or in Italy, previous authorization by the ITA Trade Commissioner in Los Angeles, at its sole discretion, according to the current ITA employees' travel policy and regulations.

5. REQUIREMENTS FOR PARTICIPATION

To participate in this Market survey, the Company shall meet the following eligibility requirements:

- 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 (or the Project Manager appointed) shall hold an extensive experience and understanding of the Audiovisual industry in the US and in Italy, in TV or Film capacities (**minimum 10 years**).

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.

IMPORTANT: Failure to meet even one of the above participation requirements related to the candidate company and to the appointed Audiovisual Desk will determine the exclusion from the tender.

6. BUDGET OF THE CONTRACT

The maximum budget allocated for this project is USD **38.000,00** (fifty thousand dollars), **for a 5 months contract**, equal to Euro **34,894.40** at the official Bank of Italy exchange rate of July 12th, 2024 of USD/Euro 1.0890.

This budget is inclusive of all taxes and duties, fees and expenses and as well as any associated costs or expenses to achieve the required deliverables (including expenses for: taxi, public transportation, internet access, business meals).

Therefore, the offer must not exceed USD 38.000,00

Offer exceeding the mentioned amount will be automatically excluded from the market survey..

Should any other out-of-pocket expenses be required to perform the activities required, both ITA and the **Selected Service Provider**, prior to such expense being incurred, shall mutually agree upon them, according to any applicable then-current ITA administrative regulations.

Expenses related to business missions in the US or Italy will be covered by ITA, only if pre-authorized by the ITA Trade Commissioner of Los Angeles Office, at its sole discretion, and according to current ITA employees' travel policy and regulations.

7. DURATION OF THE CONTRACT

The duration of the contract (the "Contract") is **5 months, starting from the effective date of signature**



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(estimated date is August 1st 2024).

The Contract will automatically terminate on its expiration date, without any notification between the parties. There will be no tacit renewal of the Contract.

Any extension will be limited to those instances in which additional time is required to identify a new service provider for future contracts, and ITA, in its sole and absolute discretion, requests the Selected Service Provider to extend the Contract. In such a case, the Selected Service Provider will be obliged to perform the Services provided for in the Contract, for any such extension period, on terms and conditions no less favorable to ITA than are contained in the Contract. In the event ITA requests such an extension, the Selected Service Provider may elect to extend or not, in its discretion.

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 courier, by July 29th 2024, at 12:00 pm (noon) (PST), in a Main Envelope - closed, sealed and marked outside - as described below:

1) Submit all the part of the offer, in one single closed and sealed MAIN ENVELOPE

2) The MAIN ENVELOPE must indicate on the outer surface:

"CONFIDENTIAL - Do not Open - Bid Documents: AUDIOVISUAL DESK SERVICES - ITA - LOS ANGELES OFFICE

complete information of the sender including telephone and email).

The MAIN ENVELOPE shall clearly indicate outside the (Company name and complete address,

3) The MAIN ENVELOPE must be sent only by express courier (not hand delivery), exclusively at the following address and must be received by ITA Los Angeles Office:

ITALIAN TRADE AGENCY - LOS ANGELES OFFICE

12424 Wilshire Blvd, Suite 1400

Los Angeles, CA 90025 USA

Att.ne Ms Alessandra Rainaldi - Trade Commissioner

The timely delivery of the envelope is at the sole risk of the senders, and ITA assumes no responsibility if they are not received by the deadline or are not intact. No compensation or reimbursement of expenses is due to the economic operators for the presentation of the offer.

It should be noted that "sealing" is to be understood as an airtight seal bearing any sign or imprint, affixed to plastic material such as a glued strip or sealing wax, such as to seal the envelope and envelopes, attest to the authenticity of the original seal coming from the sender, and guarantee the integrity and non-tampering of the envelope and envelopes.

4) Furthermore, the envelope shall contain two (2) separate envelopes, both closed and sealed, indicating on the outer surface what follows:

ENVELOPE A - Administrative Documents + Name of the Company and object of the Market Survey

This Envelope must contain, under penalty of exclusion, **the following documents**:

- **A technical description of the services offered**, according to the requirements under art. 4, explaining the strategy, the methodology and the detailed proposed activities to be implemented under the contract.
- **Resume of the expert** to be appointed as the Audiovisual Desk, duly dated and signed
- **Annex 1 – Letter of Acceptance**, 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.
- **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).

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.

ENVELOPE B - Economic Offer + Name of the Company and object of the Market Survey

This Envelope must contain only the "Economic Offer" which shall be made in accordance with the terms indicated in this MARKET SURVEY and using the form included in **Annex 3 - Economic Offer**.

It shall be expressed clearly in numbers and letters and, under penalty of exclusion, must be dated and signed by a legal or authorized representative of the bidding Agency.

Please consider that:

- The quotation must be **equal or inferior to the total available budget (\$38,000.00)**.
- 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 all the costs related to the program.
- Multiple option proposals cannot be taken into consideration.

No offers shall be accepted if:

- Emails are 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, creating 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.

9. AWARD CRITERIA AND EVALUATION PROCESS

The contract will be awarded based **on the offer deemed suitable**, based on the articles 4 and 5 and the economic offer, pursuant to art. 7 of DM 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.

10. 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.

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](#)).

11. TERMS OF PAYMENT

Payments will be made by ITA in USD as follow:

- 30% of the total amount upon signing the contract and presentation of an original invoice;
- 30% at the midterm of the contract (October 2024)
- 40% by the end of the contract (December 2024).

Each installment will be paid upon receipt of:

- a report on the activities carried out in the period;
- an original invoice addressed to the attention of the Trade Commissioner Alessandra Rainaldi - ITA - 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.

12. CONTRACT TERMINATION CLAUSES

a) Failure by the **Selected Service Provider** to reach, within three months of the commencement date of the Contract, at least 30% of each of the Minimum Targets relating to the target above mentioned will entitle ITA to automatically terminate the Contract.

In this case, ITA will not be liable for any further payments that otherwise may be due and owing under the Contract.

b) In the event the designated **Audiovisual Desk** is temporarily unable to serve for any reason whatsoever (illness, family leave, vacations or other reason), or is no longer available to cover the above position, the **Selected Service Provider** must promptly notify ITA, in advance, of the name and curriculum vitae of a replacement.



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ITA at its sole discretion, may or may not accept the replacement. Should the company awarded the service not be able to indicate another acceptable substitute, ITA shall be entitled to terminate the contract, without any obligation to pay the supplier any further compensation.

13. PENALTIES

If, at the end of the contract, 100% of the total assigned target has not been achieved, the Selected Service provider will be charged a penalty equal to 10% of the total Service Price.

14. 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.

15. REFERRAL RULES

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

16. 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>).

17. 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.

18. 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.



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19. CONTACT PERSON

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

We look forward to receiving your proposal.

Sincerely,

Alessandra Rainaldi
Trade Commissioner