



Los Angeles Office

August 26, 2022
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MARKET SURVEY NOTICE

DESIGN AND PRINTING SERVICES FOR 2 YEARS THE ITALIAN TRADE AGENCY (ITA) – LOS ANGELES OFFICE.

*The Italian Trade Agency (ITA)- Los Angeles Office is launching a request of quotation for “**GRAPHIC DESIGN AND PRINTING SERVICES**” – for a period of 2 years - to be assigned by direct negotiation pursuant to art. 7 paragraph 2 letter. a) of Ministerial Decree 192/2017.*

If you are interested, kindly submit a proposal, taking into account the instructions set forth in the specifications attached hereto.

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

1. INTRODUCTION

ITA - Italian Trade Agency (<https://www.ice.it/en/>) 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.

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>

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

ITA - Trade Promotion Section of the Consulate General of Italy
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Certificate N. 38152/19/S
ISO 9001 / UNI EN ISO 9001:2015





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3. BUDGET

The total estimated amount for the required services during the life of the contract (2 years) will not exceed **\$38,000.00** (equal to Euro 37.937,42 at the official exchange rate published by Bank of Italy on August 26, 2022).

The amount above is purely indicative, as ITA reserves the right to avail itself of essential service 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 2 years of life of the contract. The effective budget will be determined on single financed projects based during 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.

4. MINIMUM REQUIREMENTS FOR PARTICIPATION

In order to participate in this Market Survey, the company participating 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, in full compliance with local law.
- B. It shall be authorized and licensed to do business in the company's State of residence and in the State of California.
- C. It shall be located in the USA.

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

5. PROCEDURE AND DEADLINE

Under penalty of exclusion to Submit the Economic Offer, your company is required to fill out, in each line, the **Graphic design and printing services Quotation sheet (Annex 1), including a total quotation at the bottom of the sheet.**

All quotations must be delivered to ITA Los Angeles office by email to losangeles@ice.it within September 13th, 2022, 12:00pm, (PST).

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



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6. AWARD CRITERIA

The contract will be awarded based on the **lowest price**, pursuant to art. 11 of DM 192/2017.

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.

7. AWARD NOTIFICATION AND EXECUTION THE CONTRACT

After identifying the best quotation, ITA – Los Angeles Office will award and execute the contract.

8. CONTRACT DURATION AND SIGNATURE

The contract will last 2 years, from the date of its entry into force and will automatically end on its expiration date or upon reaching the amount specified above (**\$ 38,000.00**), without any notification between the parties.

There will be no tacit renewal of this 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](#)) and to send the document "Requirements for Direct Negotiation Under the European Union Threshold of Euro 40,000.00" (Documento Unico), attached (Annex 2) 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).

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

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.

9. HOW A SERVICE IS ACTIVATED

A service is deemed to have been activated upon request dispatched by e-mail containing all the relevant data necessary to identify the essential specifications of the service. Within the same day of receiving the email, the Company will reply by the same means, acknowledging the request.

Services will be requested with a "Letter for service request" signed by the Trade Commissioner.

10. PARTIES'S OBLIGATIONS

Company's obligations

The contracted company shall execute all services under the condition set forth in this notice.

The contracted company is requested to 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.

The contracted Company undertakes to:

- a) **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.
- b) **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](#).
- c) **Submit** for each service requested at least (3) three options and to agree with ITA rights to request all the changes that ITA will deem appropriate before final delivery of the product. Therefore, if the proposed 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.
- d) **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.
- e) **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 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.

11. 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: Attn. Alessandra Rainaldi - Italian Trade Commission - 1900 Avenue of the Stars, Suite 350 Los Angeles, CA 90067

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.

12. PENALTIES

For each day of delay in delivery or non-compliance with the terms of the contract specifications contained herein and the additional specifications provided by the contracting entity, a penalty of two percent (2%), calculated on the value of the individual service rendered, net of any claim for greater damages, shall be applied.

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

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 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".

14. 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.

15. COMPETENT JURISDICTION

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





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16. PRIVACY AND DATA TREATMENT

The awarded Agency 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>.

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

17. WHISTLEBLOWING

By accessing the website www.ice.it - section "Whistleblowing", available at the following link: <https://ice.whistleblowing.it/#/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).

The Chief Procurement Officer (CPO)/ Responsabile Unico del Provvedimento (RUP in Italian) is Ms. Alessandra Rainaldi, Trade Commissioner of ITA – Los Angeles Office

18. CONTACT PERSON

If you have any questions regarding this market survey notice, please contact: Sara Trevisani -
Email: losangeles@ice.it

Cordially.

Alessandra Rainaldi
Trade Commissioner
Italian Trade Agency – Los Angeles Office

Firmato digitalmente da: Alessandra Rainaldi
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