



Los Angeles Office

**February 11 th, 2022**

**P.0016903/22**

**RUP: Alessandra Rainaldi (CdC:3CB2)**

**CIG: 9100464477**

**COAN: U194C114B1**

## INVITATION FOR BID (IFB)

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| <p style="text-align: center;"><b>INNOVATION DESK SERVICE - INNOVIT, SAN FRANCISCO</b><br/><b>MARCH 2022 – FEBRUARY 2023</b></p> |
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### 1. **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](mailto:losangeles@ice.it), Tel (323) 879.0950- Fax (310) 203.8335

### 2. **BACKGROUND**

The Italian Trade Agency (hereinafter ITA) is the government organization which promotes the internationalization of Italian companies, in line with the strategies of the Ministry for Foreign Affairs and International Cooperation. ITA provides information, support, and advice to Italian and foreign companies.

In addition to its Rome headquarters, ITA operates worldwide from a large network of Trade Promotion Offices linked to Italian embassies and consulates and working closely with local authorities and businesses, even under the name of ITA – Italian Trade Commission. In the US the network operates offices 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 [www.ice.it](http://www.ice.it) (Italian/English).

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 INNOVIT**, with the aim of constituting a strategic presidium for Italian innovation in the US market, to promote the national innovation ecosystems.

At the Innovation Center is located the Italian Institute of Culture and the ITA's Innovation and Investment Desks.

### 3. **DESCRIPTION OF REQUESTED SERVICES AND DELIVERABLES**

ITA is currently looking for a specialized provider for the Innovation Desk service (hereinafter Awarded Service Provider) to support the Los Angeles office in promoting the Italian innovation ecosystem in the US market.

**Desk's Deliverables:**

**a) Market analysis**

- prepare and update, on semestral basis, market reports focused on innovation topics (innovation ecosystem in US, Cleantech, Cybersecurity, AI, etc.).
- Identify key U.S. interlocutors for the innovation ecosystem industry (venture capitalist, business angels, banks, incubators, accelerators, University, Research Center, and any other counterpart interested in collaborating and investing in Italian startups), through desk research, net- working and participation in event and exhibitions.
- build and update, on a monthly basis, a database of professionals in the innovation ecosystem.

**b) Promotional activities**

- organization of ITA promotional initiatives (Fairs, Seminars, Webinars, Incoming in Italy, etc.) carried out by ITA Los Angeles in the Innovation/startup sector in close collaboration with the Technology/startup Unit of the Rome Headquarter, according to the annual promotional program. For 2022 and early 2023, are planned the following activities: Global Startup Program 3rd edition, TechCrunch Disrupt, East Meets West, Cleantech Forum, CES 2023, Innovation Talks, Innovation Days and also incoming in Italy (BIAT, SMAU, Maker Faire, etc...). This list of initiatives is indicative and not exhaustive as other activities not currently planned may be included. In addition, other events may also be scheduled on a client/supplier basis.
- Identification of new events suitable for the promotion of the Italian innovation ecosystem, which may constitute new business opportunities.

**c) Assistance**

- providing free and paid assistance services to Italian startups, innovative SME's and intermediary organization (Research Centers, Universities, etc...) interested in entering the US market and reaching American counterparts.
- providing free and paid assistance services to American counterparts interested in creating a partnership or in investing in Italian startup or innovative companies.

**d) Information and Communication**

- create and distribute, on a weekly basis, set of news on innovation opportunities in Silicon Valley addressed to the Italian ecosystem (startups, innovative SME's, Research Centers, Universities, etc...) or/and other informative products.

**e) Administrative activities**

- management the administrative process of all the above activities including the drafting of contracts and all the public procurement activities.
- quarterly reports on the activities carried out, one of which as final report at the end of the contract.

For this purpose, the awarded service provider should appoint a well-qualified **project manager** who will act as **Innovation Desk project manager** (referred to herein as the "**Innovation Desk**").

The **Innovation Desk** will actively and closely collaborate with the ITA Los Angeles office, and the other offices in the US network, under the coordination and supervision of the ITA Trade Commissioner in Los Angeles, as an interface between ITA Los Angeles Office and the Technology/startup Unit in Italy.

For the accomplishment of the above activities, the **Innovation Desk** is required to work at the Innovation Center (INNOVIT) in San Francisco **at least 3 business days per week** and to guarantee the presence during the promotional events scheduled.

Moreover, the Desk can be required for business missions in the US and in Italy, previous authorization by the Trade Commissioner of the ITA Los Angeles Office, at its sole discretion, according to ITA employees' travel policy and regulations.

**4. KEY PERFORMANCE INDEX**

The following are minimum annual targets (the "Minimum Targets") which the **Awarded Service Provider** shall be obligated to meet during the contract:

**Minimum targets (annual basis)**

|          | <b>Index</b>  | <b>Description</b>   | <b>Target</b> | <b>Weight %</b> |             |
|----------|---|--|---------------|-----------------|-------------|
| <b>1</b> | <b>Database</b>   | Identify new relevant contacts of the US innovation ecosystem (Research Center, Incubators, Accelerators, VC, Business Angeles, Investment funds, banks, etc...) to add to the existing database.<br>Contacts will include: company name and address, industry, homepage, contact person, email, phone number, brief description of business | <b>100</b>    | <b>20%</b>      | <b>100%</b> |
| <b>2</b> | <b>Reports</b>  | - n. 1 report on Innovation ecosystem in US<br>- at least n. 3 reports on specific vertical industries, at least n.3 (for example Cleantech, Cybersecurity, AI,)<br><b>Each report will be update on semestral base</b>  | <b>4</b>      | <b>20%</b>      |             |
| <b>3</b> | <b>Organization of promotional activities</b>                     | Organization of a <b>minimum of n. 6</b> promotional activities in the sector (Fairs, Seminars, Webinars, Incoming in Italy, etc...)   | <b>8</b>      | <b>15 %</b>     |             |
| <b>4</b> | <b>Free assistance to Italian startups, innovative SME's, and</b> | Free assistance to Italian startups, innovative SME's and intermediary organization (Research Centers,   | <b>50</b>     | <b>10 %</b>     |             |

|          |  |   |            |            |
|----------|--|---|------------|------------|
|          | <b>intermediary organization (Research Centers, Universities, etc ...)</b>   | Universities, etc...), interested in approaching the US market.   |            |            |
| <b>5</b> | <b>Paid assistance to Italian startups, innovative SME's and intermediary organization (Research Centers, Universities, etc ...)</b> | Paid assistance to Italian startups, innovative SME's and intermediary organization (Research Centers, Universities, etc..., interested in approaching the US market for personalized service | <b>3</b>   | <b>15%</b> |
| <b>6</b> | <b>Free and/or paid assistance to American Companies</b>   | Free and/or paid assistance to American counterparts interested in creating a partnership or in investing in Italian startup or innovative companies.   | <b>10</b>  | <b>10%</b> |
| <b>7</b> | <b>News</b>  | Identification and publication of relevant news regarding the trends of the US Innovation ecosystem US  | <b>100</b> | <b>10%</b> |

**5. COMPANY PROFILE AND APPOINTED INNOVATION DESK REQUIREMENTS**

The **candidate company** shall meet the following eligible requirements:

- a) be based and registered in the United States of America
- b) hold extensive experience (minimum 3 years) in the Innovation Sector
- c) have an in-depth understanding of the US and Italy Innovation ecosystem

The candidate to be **Appointed as Innovation Desk** shall possess:

- a relevant degree in one or more of the following disciplines: Economics, Engineering, Computer Science, and any other relevant degree related to this assignment
- an extensive career background in the Innovation sector
- an in-depth understanding of the US Innovation ecosystem
- a deep knowledge of the Italian Innovation ecosystem, with preferential previous experience with Italian public bodies in charge of internationalization
- outstanding communication skills and work ethic, with attention to detail
- proficiency in English. Advanced level in Italian will be a plus
- good working knowledge of the Microsoft Office package (excel, Power Point, Word)

## 6. CONTRACT TERMINATION CLAUSES

a) Failure by the **Awarded Service Provider** to reach, within six 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 the event ITA elects to terminate the Contract as a result of the Awarded Service Provider's failure to meet at least 30% of each of the Minimum Targets within six months of the commencement date of the Contract, 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 **Innovation 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 **Awarded Service Provider** must promptly notify ITA, in advance, of the name and curriculum vitae of a replacement. 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.

c) In the event the designated **Innovation Desk** does not guarantee its presence at the Innovation Center in San Francisco for at least 3 business days a week and during the promotional events scheduled, ITA shall be entitled to terminate the contract, without any obligation to pay the supplier any further compensation.

## 7. BUDGET OF THE CONTRACT

The maximum budget allocated for this project is USD **155,000.00** (one hundred and fifty-five thousand dollars), **for a 12 month contract**, equal to Euro **135.501,36** at the official Bank of Italy exchange rate of February 10, 2022 of USD/Euro 1.14.39.

**This budget is inclusive of all fees and expenses and as well as any associated costs or expenses to achieve the aforementioned goals or develop the required deliverables.**

**The economic offer that the bidders shall present for the Contract (the "Price") shall be no more than USD 155,000.00 (one hundred and fifty-five thousand dollars) inclusive of all taxes and duties.**

The Price is also inclusive of any disbursements, including but not limited to taxi and public transportation fees incurred for meetings, mobile and international calls, internet access, and business meals.

Should any other out-of-pocket expenses be required to perform the activities required of the Awarded Service Provider under the Contract, both ITA and the **Awarded 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 authorized only by the ITA Trade Commissioner of Los Angeles Office, at its sole discretion, and according to current ITA employees' travel policy and regulations. These expenses will be covered by ITA

## 8. **DURATION OF THE CONTRACT**

The duration of the contract (the “Contract”) is **12 months**, effective from the day on which it is signed.

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 Awarded Service Provider to extend the Contract. In such a case, the Awarded 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 Awarded Service Provider may elect to extend or not, in its discretion.

## 9. **SUBMISSION REQUIREMENTS AND DEADLINE**

According to Italian law, and under penalty of exclusion, the offer should include the following three parts:

- Envelope A – Administrative documentation
- Envelope B – Technical Offer
- Envelope C – Economic Offer

Please note that failure to seal envelopes "A", "B" and "C" inserted in the Main envelope, as well as their lack of integrity such as to compromise confidentiality, **are causes of exclusion from the tender.**

### 9.1 - ENVELOPE “A”

**Prepare and mark as ADMINISTRATIVE DOCUMENTATION + Company’s name and BID’s object - including:**

1. This IFB signed on each page and duly signed for acceptance.
2. Report on the company's overall experience and knowledge in the Innovation sector (US and Italy)
3. Any evidence of financial and organizational capacity consistent with the services required by this bid (for example a bank letter).
4. **Annex 1** "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 contents in envelope A "Administrative Documentation" will be ascertained and notified to the offering company. Pursuant to Art. 83, Par. 9 of Legislative Decree no. 50/2016, the offering company with an incomplete application, will be given an opportunity to cure.*

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

### 9.2 - ENVELOPE “B”

**Prepare and mark as “TECHNICAL OFFER” + Company’s Name and Bid’s tender, including:**

The technical offer shall contain, under penalty of exclusion, the following documents:

- a) Technical report of the services offered, according to the art. 3 and 4. The report must contain a technical

and organizational proposal explaining the activities to be implemented and the method to be adopted for services. These expenses will be covered by ITA.

b) Curriculum vitae, duly dated and signed, of the person to be appointed as the **Innovation Desk**.

The Technical Offer must be numbered on each page and signed on the last page, with the full, legible name of the legal representative. The Technical offer shall not exceed 10 (ten) pages in total.

**Do not make any reference to costs in the Envelope B.**

### 9.3 - ENVELOPE "C"

**Prepare and mark as "ECONOMIC OFFER" + Company's name and Bid's tender, including:**

- The Economic Offer shall be completed in accordance with the template at **Annex 2** attached.
- The Economic Offer shall be expressed clearly in numbers and letters and signed by the agent/representative/director/manager of the bidder.

**Please consider that:**

- Price Information must be indicated **ONLY** in the Envelope "C" ECONOMIC OFFER"
- 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.
- Multiple option proposals cannot be taken into consideration.

**9.4 Prepare all the above THREE ENVELOPES closed and sealed separately and place them in a SINGLE MAIN ENVELOPE marked outside as follows:**

- **Complete information of the competing economic operator** (Company name, TAX ID number, and complete address), including telephone and email, where all subsequent notices shall be sent.
- **CONFIDENTIAL - DO NOT OPEN – BID DOCUMENTS – INNOVATION DESK SAN FRANCISCO - INNOVIT - CIG 9100464477**
- **Attention: Alessandra Rainaldi - Trade Commissioner**
- **Addressed to: ITALIAN TRADE AGENCY – LOS ANGELES OFFICE, 1900 Avenue of the Stars, Suite 350, Los Angeles, CA 90067- USA**

### 9.5 DEADLINE

The MAIN ENVELOPE must be sealed and sent, only by Mail or express courier (not hand delivery) and must be received by ITA - Los Angeles Office, **within February 28 th, 2022 at 12 (noon) (PST)**, exclusively at the address indicated above.

- 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.

#### 9.6 EXCLUSIONS CLAUSES

**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;
- 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 mailed within the stated deadline. An offer is deemed to be incomplete if a bidder does not accept all the terms of this IFB.
- There are multiple offers. Each bidder must participate by submitting a single bid.

Receipt of these bid documents does not imply satisfaction of the bidding requirements

#### 10. **SELECTION CRITERIA**

The contract will be awarded through a negotiated procedure pursuant to art. 7 par. 2 letter b and art. 11 of Decree of the Ministry of Foreign Affairs 192 of November 2, 2017.

ITA has the authority not to award the contract, if it deems it appropriate to exercise the right of self-protection and if it finds that the bids received do not comply with the technical and financial contents set forth herein.

Bidding firms will be selected based on the most convenient economic offer criteria, with a procedure awarding a total maximum score of 100 points to the offers according to the following chart:

#### **A) QUALITY OF THE TECHNICAL OFFER – MAX 70 POINTS TOTAL SCORE, ACCORDING TO THE FOLLOWING EVALUATION CRITERIA:**

| Criteria   | MAX Score (70 points total) |
|--|-----------------------------|
| <b>1) Proven track record of multiple years of experience in the innovation sector</b> | <b>20</b>                   |
| <b>2) Technical report of the services offered, according to the art. 3 and 4</b>      | <b>20</b>                   |
| <b>3) Professional background of the project manager dedicated to the desk</b>         | <b>30</b>                   |

The score for the technical offer will be calculated by multiplying the average of the votes expressed on a scale from 0 to 1 (see table below) by the maximum score that can be attributed (maximum 70 points).



**CONVERSION TABLE**

**QUALITATIVE EVALUATION ON THE ABOVE PARAMETERS CORRESPONDING NUMERICAL VOTE**

|                   |             |
|-------------------|-------------|
| <b>Excellent</b>  | <b>1.00</b> |
| <b>Very good</b>  | <b>0.90</b> |
| <b>Good</b>       | <b>0.80</b> |
| <b>Sufficient</b> | <b>0.65</b> |
| <b>Modest</b>     | <b>0.55</b> |
| <b>Inadequate</b> | <b>0</b>    |

The evaluating commission, having completed the attribution of the coefficients to the qualitative elements, will proceed, in relation to each offer, to calculate the score after applying the following formula indicated as the aggregative-compensating method in paragraph VI, no. 1 of the Italian ANAC guidelines n. 2/2016.

**The score is given by the following formula:**

$$P_i = \sum_n [W_i * V_{ai}]$$

**Where:**

P<sub>i</sub> = score of the *i*-th offer;

n = total number of requirements

W<sub>i</sub> = weight or score attributed to requirement (i);

V<sub>ai</sub> = coefficient of performance of the offer (a) with respect to the requirement (i) variable between zero and one.

**B) ECONOMIC OFFER (MONTHLY PRICE)– MAX 30 POINTS TOTAL SCORE**

Only bids that discount off the maximum price of USD **155,000.00** (one hundred and fifty-five thousand dollars) yearly will be considered.

As for the economic offer, a coefficient, variable from zero to one, is attributed to the economic element, calculated using the formula of the linear interpolation:

$$C_i = R_a / R_{max}$$

**Where:**

C<sub>i</sub> = coefficient attributed to the *i*-th competitor;

R<sub>a</sub> = percentage reduction of the offer of the *i*-th competitor;

R<sub>max</sub> = percentage reduction of the cheapest offer.

**In practical terms:**

The score of the economic offer will then be calculated by multiplying the maximum attributable score (20 points) by the coefficient “C<sub>i</sub>” obtained by the individual candidate.

**Abnormally low bids** Low tenders are considered 'abnormal' if the scores relating to the price and to the other elements being assessed are both at least equal to or higher than four fifths of the maximum score that can be attributed. Should this condition occur, ITA shall carry out the necessary checks as provided for by the Italian Procurement Code.

## 11. **EVALUATION PROCESS AND AWARDING PROCEDURE**

The calendar for the opening of the envelopes will be the following:

- **Public Session, March 1st, 2022, at 11:00 am:** opening of the offers.

**Due to the current restrictions related to the COVID19 pandemic, the public session attendance of the bidding companies will be granted through a video meeting Google Meet link. The link and more details will be communicated, via email to the email address provided for communications.**

It will be ascertained whether the envelopes contain envelope A “Administrative Documentation”, envelope B “Technical Offer” and envelope C “Economic Offer”.

During the same session, the content of envelope A “Administrative Documentation” will be checked and reviewed. Any incomplete, irregular or incorrect contents in envelope A “Administrative Documentation” will be ascertained and notified to the applicable bidder.

The applicable bidder will be given a reasonable period of time - not exceeding 10 days – for making, integrating or regularizing the required declarations, indicating the content and the persons who are called to provide them. In the event that the documents or declarations submitted by the bidder are not fully compliant with the request, ITA may ask for further explanation or clarification, by establishing a mandatory deadline under penalty of exclusion.

In the event that the deadline lapses without full compliance by the bidder, ICE shall proceed to the exclusion of the bidder from the procedure.

The bidder, if necessary, may be required to provide clarifications on the contents of certificates, documents and declarations submitted.

In case the administrative documentation complies with the requirements of the tender, **the Commission will proceed with the opening of envelope B "Technical Offer"**, to verify its compliance with the requirements of the tender.

After opening the administrative envelopes, **the Committee, in a restricted session, will review and evaluate the content of Envelope B “Technical Offer”**. **Participating economic operators will not be allowed to attend this session.**

Any Technical Offer not in line with the requirements set forth by Articles 3 and 5 shall disqualify the bidder from the tender.

The Selection Committee consists of members appointed by the Trade Commissioner of ITA Los Angeles Office, who is the sole person in-charge of the administrative procedures related to the ITA Los Angeles office general activities. The Selection Committee will decide at its discretion and without right of appeal.

The Committee will meet in one or more closed sessions to review and evaluate the content of envelope “B – Technical Offer”, assigning a score to each item up to a total of 70. Bidders that fail to reach at least a total of 35 will not be admitted to the third phase concerning the evaluation of the Economic Offer.

The Committee will meet again in the next public session, as follows:

- **Public Session, date to be defined and communicated by email:** opening and checking of envelope C “Economic Offer”.

A score will be assigned to each bid and results will be put on record.

The bidder with the highest overall score (which is the sum of all partial scores based on each criterion) will be the successful bidder.

At the end of the session, after opening all the “Economic Offer” bids, a final list will be compiled and the provisional winning company declared, subject to the submission of all requested documentation.

ITA will formally communicate the result of the tender to the successful bidder, asking them to provide: the documentation proving compliance with the established requirements to participate in the bid; and the documentation that is necessary to sign the Contract.

**Notice:** The Contracting Authority 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 it finds that the bids received do not comply with the technical and financial contents set forth herein. In the event of a tie, the companies with identical scores will be called for a draw in open session. No compensation or reimbursement of expenses will accrue to the invited bidder because of the submission of the bid.

## **12. 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 if 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.

## **13. 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.

## **14. 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.14) within the maximum time limit of 10 days.

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](#))

#### **15. TERMS OF PAYMENT**

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

- a) 20% of the total will be paid as a down payment after the sign of the contract.
- b) The remaining 80% will be paid divided into 4 quarterly installments. Each installment will be paid following the delivery of a report on the activities carried out upon issue of an original invoice.

The above mentioned payments will be paid upon receipt of an original invoice made payable to ITA - Italian Trade Commission - Los Angeles Office, 1900 Avenue of the Stars, Suite 350 Street, 90067 Los Angeles (CA). 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.

#### **16. PENALTY**

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

#### **17. 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.

#### **18. 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

#### **19. PRIVACY**

Based on article 13, paragraph 1, of Legislative Decree 196/2003, in relation to the proceedings started for purpose of the tender, please be informed that:

- The Purpose for which the data is being collected and the modalities for their processing are limited expressly to the tender selection procedures being conducted by the principal (ITA)

- The submission of such data is deemed as due by the bidder, to the extent that, if the bidder intends to participate in the public tender, it is necessary to submit the required documentation pursuant to the laws currently in force; the consequence of a refusal will determine exclusion of the relevant bidder from the tender or forfeiture to obtain a possible award;
- The following are the individuals entitled to receive the submitted data: 1) personnel of the principal and all subjects involved in the tender proceeding, 2) those participating in the Bid if such tender takes place in public session, 3) any other subject having interest or submitting a formal request pursuant to Law 241/1990;
- The rights of the interested subject are indicated in articles from 7 to 10 of Lgs. Decree 196/2003;
- The subject collecting the data is ITA.

The only subject in charge of the proceeding is the RUP (Responsabile Unico del Procedimento) Mrs. Alessandra Rainaldi - Trade Commissioner – Italian Trade Agency Los Angeles Office.

**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.*

## **20. 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 Director by resolution no. 547/21 of 23 February 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.

**21. WHISTLEBLOWING**

By accessing the website [www.ice.it](http://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).

**22. CONTACT REFERENCE**

If you have any questions regarding this tender, please send a message to the following email: [losangeles@ice.it](mailto:losangeles@ice.it).

Regards

Alessandra Rainaldi  
Italian Trade Agency Los Angeles  
Trade Commissioner

~~Firmato digitalmente da: Alessandra Rainaldi~~  
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