



CONSOLATO GENERALE D'ITALIA A SAN FRANCISCO

DETERMINA A CONTRARRE
(per affidamenti diretti di importo inferiore a 40.000 euro,)

IL CONSOLE GENERALE

Visto il decreto del Presidente della Repubblica 5 gennaio 1967, n.18, "Ordinamento dell'amministrazione degli affari esteri";

Vista la legge 7 agosto 1990, n. 241, "Nuove norme in materia di procedimento amministrativo e di diritto di accesso ai documenti amministrativi";

Visto il decreto del Presidente della Repubblica 1 febbraio 2010, n.54, "Regolamento recante norme in materia di autonomia gestionale e finanziaria delle rappresentanze diplomatiche e degli uffici consolari di I categoria del Ministero degli affari esteri";

Visto il decreto del Ministro degli affari esteri e della cooperazione internazionale 2 novembre 2017, n. 192, "Regolamento recante disciplina delle procedure per l'affidamento e la gestione dei contratti da eseguire all'estero";

Considerata l'esigenza di dare attuazione ai principi desumibili dall'articolo 32, comma 2, del decreto legislativo 18 aprile 2016, n. 50, individuando preventivamente gli elementi essenziali del contratto e i criteri di selezione degli operatori economici e delle offerte;

Visto il bilancio di previsione per l'esercizio finanziario di riferimento e, in particolare, i criteri di programmazione della spesa delineati dalla relazione di cui all'articolo 6, comma 8, del DPR n. 54 del 2010;

Considerato che, tenuto conto dell'interesse pubblico sotteso al perseguimento del mandato istituzionale della sede, si rende necessario adeguare il sistema di videosorveglianza perimetrale fornito dall'azienda TYCO per le esigenze di sicurezza della Sede, il miglioramento delle condizioni di lavoro e dei servizi all'utenza, come indicato nelle linee guida per la sicurezza delle Sedi di cui al Messaggio MAECI n. 143764 del 20 luglio 2016;

Considerato che con mess. DGIT n.236354 del 22 dicembre 2017, si e' avuto notizia dell'assegnazione di Sede un finanziamento, poi effettivamente ricevuto, di 19.710 Euro derivanti dal 30 per cento dei proventi delle domande di cittadinanza ricevute da questa Sede, da destinare a servizi agli utenti tra i quali specificatamente viene citata l'adozione di sistemi di videosorveglianza;

Considerato che, sulla base delle condizioni prevalenti nel mercato di riferimento in loco quali emergono dal complesso degli elementi qui comunque disponibili, il valore stimato di una nuova centrale per il controllo dell'impianto di videosorveglianza ammonta a circa USD 8000, al netto delle imposte indirette;

Considerato che, sulla base del cambio pubblicato nel sito della Banca d'Italia alla data odierna, il suddetto importo è inferiore ad euro 40.000;

Considerato che, per la tipologia e per il valore stimato del contratto da acquisire, l'articolo 7, comma 2, lettera a) del DM n. 192 del 2017, prevede che il contraente sia selezionato mediante affidamento diretto;

Visto il Messaggio della DGAI, Ufficio IV, n. 71470 del 23 aprile 2018 che concorda sulle esigenze dell'adeguamento del sistema di videosorveglianza, fornendo istruzioni sulla gestione e autorizzando la spesa utilizzando fondi ricevuti dal Ministero a valere sui proventi delle domande di cittadinanza di cui al mess. DGIT citato;

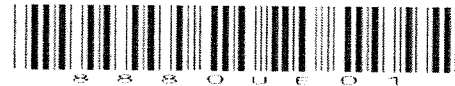
DETERMINA

1. di avviare una procedura per acquisire/adequare il sistema di videosorveglianza perimetrale mediante affidamento diretto;
2. che la spesa connessa alla presente procedura sarà imputata al Titolo I, Conto 02, Sottoconto 01 del bilancio di sede;
3. di nominare quale responsabile unico del procedimento Luigi BIONDI, che, con autonomia decisionale, svolge tutte le attività riferite al suddetto affidamento, ivi comprese quelle in materia di trasparenza e di prevenzione della corruzione, in conformità con la vigente normativa, individuando le modalità appropriate per il perseguimento delle esigenze pubbliche sottese all'appalto di cui trattasi;

San Francisco, li 24 aprile 2018




Lorenzo ORTONA
CONSOLE GENERALE



COMMERCIAL SALES AGREEMENT

TOWN NO. 0457-SAN FRANCISCO, CA

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO. 1-3K5AQ89

DATE: 4/12/2018

Tyco Integrated Security LLC ("Tyco")

Hayato Nin
3801 Bay Center Place,
Hayward, CA 94545-3619
Tele. No. (510) 921-3982

Consulate General of Italy
d/b/a: Consulate General of Italy
("Customer")
Customer Billing Information
2590 Webster St.
San Francisco CA 94115
Attn: Alessio Cer
Tele. No. (415) 292-9206

Customer Premises Served
2590 Webster St.
San Francisco, CA 94115
Attn:
Tele. No. (415) 292-9206

This Commercial Sales Agreement is between Customer and Tyco effective as of the date signed by Customer. By entering into this Agreement, Tyco and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
(b) Scope of Work / Schedule(s) of Protection
(c) Terms and Conditions
(d) Additional Terms and Conditions
(e) State Specific Forms, if applicable (e.g., local permit applications)
(f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
(g) If multiple locations, see attached schedule

II. CHARGES AND FEES: Customer agrees to pay the Sum of \$ 5,729.63 ("Installation Charge") with \$ 0.00 payable upon acceptance of this Agreement ("Installation Charge Deposit") plus any applicable "Fees" and sales taxes. Tyco may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and if applicable connection to Tyco's Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Tyco and the Customer in writing and may be subject to additional charges and/or fees. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges in the amount of \$ 2,124.42 per annum (the "Annual Service Charge"), payable in advance Quarterly plus applicable state and/or local tax(es) for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Tyco the Installation Charge and Fees in full, Customer grants to Tyco a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an Annual basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. Tyco shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Tyco related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees").

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Tyco relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Tyco and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Tyco, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Tyco and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Tyco. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Tyco has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Tyco at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Tyco to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A TYCO AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND TYCO'S ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE _____

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE _____

TYCO INTEGRATED SECURITY LLC

CUSTOMER: [Signature]

Presented by: Hayato Nin
(Signature of Tyco Sales Representative)

Accepted By: [Signature]
IL CONSOLE GENERALE
(Signature of Customer's Authorized Representative)

Sales Agent: Hayato Nin
Sales Representative Registration Number (if applicable): ACE:65381

[Signature]
Lo renzo Ortona
(Name Printed)

Title: Consul General of Italy in S.F.
Date Signed: 02nd MAY 2018