**To be duly signed and inserted only inside the envelope marked “A – ADMINISTRATIVE DOCUMENTATION”**

**Annex 1**

**AWARDING OF THE CONTRACT**

**“Administrative Assistance Services” for the Italian Trade Agency Office in New York for period April 15th, 2024 - April 14th, 2027”.**

**CIG:** **(TBD CdS n.4/24 of 01/12/2024)**

The proposed bid must include all the materials and services in accordance with the requested specifications.

The undersigned firm engages itself to perform the work in compliance with the clauses, charges, conditions, and descriptions provided in this IFB.

**The contract will be awarded to the lowest hourly price offer.**

I have received, read and understood all the material pertaining to the IFB for the
“**Administrative Assistance Services” for the Italian Trade Agency Office in New York for period April 15th, 2024 - April 14th, 2027”.** **CIG: (TBD CdS n.4/24 of 01/12/2024)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Company name)

    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print & Sign name)

**To be duly signed and inserted only inside the envelope marked “A - ADMINISTRATIVE DOCUMENTATION”**

**Annex 2**

**AFFIDAVIT**

**ITALIAN TRADE AGENCY NEW YORK OFFICE**

**“Administrative Assistance Services” for the Italian Trade Agency Office in New York for period April 15th, 2024 - April 14th, 2027”.**

**CIG: (TBD CdS n.4/24 of 01/12/2024)**

# STATE OF …………………………)

COUNTY OF ………………………….)

I HEREBY AFFIRM THAT: I am the (title) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the duly authorized representative/agent of (name of the business/company) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Bidder”) with address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and that I possess the authority to render this Affidavit on behalf of myself and the Bidder for which I am acting and from which I have obtained previous authorization and approvals.

The undersigned Bidder hereby further attests and affirms that:

1. Has read, understood, and agreed upon all the accompanying documents of this Procurement, its policies and regulations (the “Procurement Regulations and Policies”);

2. Is in possession of all qualifications, licenses, permits, and approval required by federal, state or local laws and regulations in order to participate to the bid and, in case the bid is awarded, to provide the services/sell the goods for which the bid has been offered while remaining in compliance with states laws and statutes;

3. Has obtained all corporate authorizations, approvals and ratifications to participate to this bid/procurement;

4. Is not aware of the existence of any legal or economic impediments or obstacles that can exclude the Bidder from entering into an agreement with Italian Trade Agency - ITA;

5. Did not, directly or indirectly, induce or solicit anyone else to submit a false bid/proposal; or collude, conspire, connive or agree with anyone else so that anyone else would submit a false bid, or that anyone else should refrain from bidding or withdraw their bid/proposal;

6. During one (1) year prior to the publication of this bid, the Bidder and none of its corporate executive officers has resigned or been laid off and to the best of its knowledge none has being criminally charged and sentenced under American or European laws and regulations (including but not limited to Section 45 of CE Directive 2004/18).

7. The Bidder has been authorized and/or licensed to provide insurance services in at least one state of the USA;

8. The Bidder will offer a Performance Guarantee Arrangement (or assurance letter) that would assure the Italian Trade Agency offices in the USA financial protection for performance of services under the insurance plan.

9. The Bidder and its officers are not aware of any criminal prosecution pending against them;

10. The Bidder and its officers are not aware of any criminal charge against them;

11. The Bidder and its officers are not aware of any Federal or State tax debt and collection thereof;

12. The Bidder is aware of the criminal consequences for providing false statements.

I further state, understand, and acknowledge that the above statements are material and important, and will be relied upon by ITA. I understand that any misstatement in this affidavit is and shall be treated as fraudulent concealment of facts and carries civil and criminal consequences.

**Sworn to and subscribed before me on this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2024 by affiant.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_**

**Name and Signature of Affiant Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name and Signature of Notary Public**

**To be duly signed and inserted only inside the envelope marked “A - ADMINISTRATIVE DOCUMENTATION”**

**ANNEX 3**

**INTEGRITY PACT**

**“Administrative Assistance Services” for the Italian Trade Agency Office in New York for period April 15th, 2024 - April 14th, 2027”.**

**CIG : (TBD CdS n.4/24 of 01/12/2024)**

By the COMPANY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an entity duly registered under the laws of the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with registered office at *(address)* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (*contact person*), (hereinafter referred to as the “Company”).

to:

The ITALIAN TRADE AGENCY for the promotion and internationalization of Italian businesses abroad with registered office located 33 East 67th Street, New York, NY (hereinafter referred to as the “ITA”);

ITA and Company are hereinafter intended as “Parties”.

**W I T N E S S E T H:**

**WHEREAS**, The Italian Government and each and every of its ramifications operating within or outside of the territory of the Italian Republic adhere to the principles of transparency, accountability, efficiency and preventing corruption in public contracting.

**WHEREAS**, the ITA, a branch of the Italian Government established and operating on the US soil, is committed to guarantee integrity and transparency and establish efficient relationships with suppliers of goods and services so that neither side will pay, offer, demand or accept bribes, collude with any competitors to obtain a preferred or fast track to contract adjudication; and commit abuses during performance of bidding procedures and public contracting;

**WHEREAS**, the Italian Republic introduced the Decree of the President of the Republic No. 62 of 16 April 2013 (the “DPR”) which establishes the “The Code of Conduct of Civil Servants”; and ITA’s Resolution No. 619/23 del 27.01.2023 that adopted the Code of Conduct of Civil Servants” (the “Codes”) establishing the duties of care, loyalty, impartiality, and good moral conduct of civil servants employed by the Italian government;

**WHEREAS**, Parties agree to adhere and comply with Title 18 of the United States Code Section 201, “Bribery of Public Official and Witnesses” prohibiting bribery of a governmental official (the “Title 18”); the Foreign Corrupt Practices Act of 1977 (the “FCPA”) (15 U.S.C. § 78dd-1) prohibiting foreign trade practices by issuers; and the Securities Exchange Act of 1934 requiring transparency in accounting practices (the “SEA”);

**WHEREAS,** ITA complies with the DPR, and Codes and committed to insure assistance in the compliance and application of Title 18, FCPA and SEA to its suppliers and/or bidders of goods and services (the “Statutes”);

**WHEREAS**, Both Parties are committed to preventing corruption in public contracting through the present Integrity Pact (IP) while avoiding practices aimed to influence the bidding and/or awarding procedure in public contracting;

**WHEREAS,** This Pact, duly signed, is produced, under penalty of exclusion, as an integral part of the award procedures and becomes binding during and after an award procedure for the Company, its employees, agents, directors and/or representatives.

**WHEREAS**, ITA, in the process of globalizing Italian businesses, and the Company agreed on methods of respective obligations, duties and applicable sanctions for violations of the present IP and intend to memorialize these terms in this written document.

**NOW, THEREFORE**, in consideration of the covenants, terms, and conditions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Preamble

1The preambles and Exhibits are integral part of this IP, are not separable, and have full legal significance.

Integrity, loyalty, transparency and fairness duties

2.1 Parties shall insure a transparent and fair environment for the Bid procedure of this IP.

2.2 Parties shall avoid offering, accepting, and/or requesting any sum of money either large or small, or any other reward, favor, benefit, whether directly or indirectly or through intermediaries, for the purpose of securing a bid or an award and/or for the purpose of distorting the proper performance of the awarding procedure of this Bid.

ITA’s duties

3.1 ITA agrees to put in place all measures aimed to prevent corruption and ensure that none of its employees, agents, directors, and/or representatives will promise or accept any present of future benefit for which he/she is not entitled to in connection with the present Bid.

3.2 During the Bid process, ITA shall insure a fair and transparent environment.

Company’s duties

4.1 The Company agrees to take all measures aimed to prevent corruption and insure that none of its employees, agents, directors, contractors, and/or representatives will promise or accept any present of future benefit for which he/she is not entitled to, in connection with the present Bid and aimed at influencing the awarding procedure.

4.2 The Company shall not enter into any undisclosed agreement aimed at restricting competitiveness or influencing the bidding process or this Bid .

4.3 The Company, its employees, agents, directors, contractors, and/or representatives, agree to comply and to ensure compliance with the statutory duties, whichever applicable, in DPR, the Codes, Title 18, FCPA and SEA (the “Statutes”).

4.4 The Company shall report to the ITA any act or attempt to disrupt an award procedure, and each and every unfair and/or irregular activity occurring during the Bid or related award procedure by anyone capable of influencing the decision-making process of the awarding procedure.

Breach of the IP, Disqualification from Bid , Termination of Contract. Damages

5.1 If the Company breaches the IP before, during and after the Bid , the awarding, and execution of the public contract, ITA shall disqualify the Company from the Bid or exclude the company from the performance of the awarded contract.

5.2 If the Company breaches the present IP, the Bid and/or the public contract shall be terminated and ITA is entitled to obtain liquidated damages in the amount up to 200% of the amount of the bid, or the amount of the contract awarded, or any amount paid to the Company for the Bid .

5.3 Similarly, a violation of any statutory duty set out in the DPR, the Codes, Title 18, FCPA and SEA shall be constructed as a simultaneous breach of this IP.

5.4 Upon request, the Company shall disclose all payment transactions and related information involving an award procedure in a timely manner.

5.5 In case of breach, ITA shall exclude the Company for three (3) years from participation in any Bid or public contract awarding procedure.

5.6 If ITA breaches its IP duties, ITA shall insure that all applicable civil and criminal consequences stated in the Statutes will be applied to its employees.

Notices

6.1 All notices (including service of notice to arbitrate), consents and reports provided for in this IP shall be in writing and shall be given by the parties at the addresses set forth below or at such other address as any of the parties hereto may hereafter specify by notice given in the manner provided herein, namely:

If to ITA: newyork@ice.it (e-mail)

If to Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (e-mail)

6.2 A copy of any notice, demand, consent and report to the Parties by any party shall be delivered to the other party in like manner as provided herein for the giving of notices to such party (including delivery of appropriate copies). Such notice or other communication, together with appropriate copies, shall be in writing and shall be deemed to have been duly given if properly addressed (i) on the date of service if served personally on the party to whom notice is to be given, or (ii) on the day indicated on the delivery receipt if (a) sent via a U.S. nationally recognized overnight courier providing a receipt for delivery or (b) mailed to the party to whom notice is to be given, by first class, registered and certified mail, postage prepaid, return receipt request.

Miscellaneous

7.1 This IP represents the entire understanding of all the parties hereto, supersedes any and all other and prior agreements between the parties and declares all such prior agreements between them null and void. The terms of this IP may not be modified or amended, except in a writing signed by the party to be charged.

7.2 This IP and all matters relating to it shall be governed by the laws of the State of New York.

7.3 This IP shall terminate when the awarded contract following the Bid procedure has been fully performed.

7.4 Neither party, nor any assignee or successor in interest of such party, shall sell, assign, give, pledge, hypothecate, encumber, or otherwise transfer all or any portion of its interest in this IP without the prior consent of the other party, which may be granted or denied in its sole and absolute discretion.

7.5 In connection with this IP, as well as with all the transactions contemplated by this IP, each Party agrees to execute and deliver such additional documents and instruments, and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this IP, and all such transactions.

7.6 Any provision of this IP, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability, without invalidating the remaining provisions of this IP or affecting the validity or enforceability of such provision in any other jurisdiction. In the event that any law invalidating such a provision may be waived, it is hereby waived by the Parties to the fullest extent permitted by law and this IP shall be deemed to be a valid and binding obligation enforceable against the Parties in accordance with its terms.

7.7 Nothing contained in this IP shall be construed to constitute any Party, the general partner or the agent of the other Party, other than in connection with the activities included within the limited scope of the objective of this IP.

Exclusive Mediation and Arbitration

8.1 In the event of any dispute arising out of or in connection with this IP, the Parties shall first refer the dispute to proceedings under the International Chamber of Commerce Mediation Rules. If the dispute has not been settled pursuant to the said Rules within forty-five (45) days following the filing of a request for mediation or within such other period as the parties may agree in writing, such dispute shall thereafter be finally settled under the Rules of Arbitration of the International Chamber of Commerce. At that point, all or remaining disputes between the Parties related to the interpretation or the performance of this IP shall be exclusively and finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The venue of the Mediation and/or Arbitration shall be New York City. Language of Mediation and/or Arbitration shall be English.

8.2 In the event that any party hereto institutes any legal suit, action or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this IP, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including actual attorney’s fees’ and expenses and court costs. This provision is a material term to this IP.As used herein, "actual attorneys' fees" or "attorneys' fees actually incurred" means the full and actual costs of any legal services actually performed in connection with the matter for which such fees are sought calculated on the basis of the usual fees charged by the attorneys performing such services, and shall not be limited to "reasonable attorneys' fees" as that term may be defined in statutory or decisional authority.

Privacy

9.1 The Company agrees that its corporate data and information will be stored and published on the ITA website.

9.2 This IP may be executed in a number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this IP the day and year first above written.

DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**COMPANY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ITALIAN TRADE AGENCY**

By: (signed in original)

Title: Trade Commissioner

Printed Name: Erica Di Giovancarlo

**Annex 4**

**To be inserted only inside the envelope “B" – “Financial Bid” do not insert any other documents inside of envelope "B".**

**CIG:** **(TBD CdS n.4/24 of 01/12/2024)**

**TEMPLATE FOR THE FINANCIAL/ECONOMIC OFFER**

**“Administrative Assistance Services” for the Italian Trade Agency Office in New York for period April 15th, 2024 - April 14th, 2027”.**

**ECONOMIC/HOURLY PRICE OFFER- PHASE I (NO HOURLY PRICE OFFER WILL BE ACCEPTED IF EQUAL TO OR GRATER THAN $ 400.00)**

 (In number and letters)

|  |  |
| --- | --- |
| The hourly price offer, all-inclusive for **Phase I** (April 15th, 2024, to October 14th, 2025) | Number: Letters: |

**ECONOMIC/HOURLY PRICE OFFER- PHASE II (NO HOURLY PRICE OFFER WILL BE ACCEPTED IF EQUAL TO OR GRATER THAN $ 430.00)**

 (In number and letters)

|  |  |
| --- | --- |
| The hourly price offer, all-inclusive for **Phase II** (October 15th, 2025, to April 14th, 2027) | Number: Letters: |

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name/Print \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_