INVITATION FOR BID (IFB)

Campaign Creation & Media Planning to support the excellencies of Italian cuisine in the United States via typical Italian food, wine, and spirits products, as well as combatting the "Italian Sounding"

CO.AN. U231C029O1

Maximum budget for this tender is \$ 70,000.00

Deadline to submit bid is May 10th, 2024

BACKGROUND

ITA – Italian Trade Agency 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 network of offices worldwide linked to Italian Embassies and Consulates and works closely with local authorities and businesses. In the United States, 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 around the world, please visit our website at https://www.ice.it/en/(Italian/English).

AWARDING ENTITY

The Italian Trade Agency ("ITA") – New York Office, 33 East 67th Street, New York, NY 10065.

Website: https://www.ice.it/en/markets/usa/New-York

Ms. Erica Di Giovancarlo, Trade Commissioner of the Italian Trade Agency in New York

Office email: <u>Newyork@ice.it</u>, Tel. (212) 980-1500, Fax (212) 758-1050

The ITA New York Chief Project Officer (CPO)/ Responsabile Unico del Progetto (the acronym is RUP in Italian) is Raimondo Lucariello, Head of Food and Wine at the ITA New York.

DESCRIPTION OF SERVICES REQUESTED

ITA – New York Office (hereinafter "ITA") pursuant to art. 7 co. 2, lett. a) of DM 192/2017 and as modified by DM 32/2024 of 17 January 2024, is currently conducting a call for proposals regarding for a qualified agency to assist the ITA in accomplishing its objectives by providing <u>all</u> the following services:

1. CAMPAIGN CREATION & MEDIA PLANNING

A. Creation of a tailored omnichannel communication campaign adopting a mix of print, digital, and out-of-home media relaying sophisticated messages with the following objectives:

- 1) Promotion of the moderate consumption of Italian wines & spirits as a component of the renowned Italian lifestyle.
 - Targets all American consumers aged 21-35 (any additional targeting to be proposed by the Agency and subject to approval by the ITA)
- 2) Promotion of the authentic Italian cuisine as a component of a healthy lifestyle, predominantly featuring the Italian diet in the context of recent studies surrounding the nutritional benefits of the Mediterranean Diet *including* the moderate consumption of wine.
 - Targets all American consumers aged 21-35 and affluent American consumers aged 35-55 (any additional targeting to be proposed by the Agency and subject to approval by the ITA)
- 3) Promotion of Made in Italy food, wine, and spirits products with protected geographical indications (DOP, IGP, DOC, DOCG) as premium products and education against the "Italian Sounding" phenomenon.
 - Targets all American trade professionals in buyer roles or with purchasing power in companies that import, distribute, resell, or serve Made in Italy food and wine products (Any additional targeting to be proposed by the Agency and subject to approval by the ITA)
- B. Proposal of at least three unique campaign taglines <u>per objective</u>, and the integration of each approved tagline into the omnichannel communication campaign.
- C. Creation and proposal of at least 3 unique creative assets <u>per objective</u>, and the integration of each approved asset into the omnichannel communication campaign. *Resized versions of the same creative asset will not be considered unique*.
- D. Creation and proposal of a unique media strategy designed to reach both consumers and trade professionals achieving the previously listed objectives of the omnichannel communication campaign, which must be presented to the ITA in a format clearly identifying KPIs for its consideration and approval. *Additional requirements and definition of KPIs to be shared by ITA following awarding of the contract.*
- E. Assist the ITA in executing the approved media strategy by facilitating connections to all providers designated therein, preparing a calendar of material deadlines and run dates, and providing any additional support when needed and upon request by the ITA.
- F. Creation and provision of detailed reports summarizing the campaign results at an interval to be defined by the ITA.

NB: The ITA will facilitate the payment of each provider designated in the media strategy approved by the ITA. <u>The winning agency will neither buy nor place media on behalf of the ITA.</u>

2. SOCIAL MEDIA MANAGEMENT

- A. Management of the ITA social media accounts dedicated to the Food and Wine sectors for the duration of the contract.
- B. Proposal of an editorial plan and calendar utilizing the managed social media accounts and targeting trade professionals and journalists throughout the duration of the contract.
- C. Execution of the approved editorial plan and calendar with optimizations throughout the campaign to increase impressions, engagement, and followers across accounts.
- D. Management of social media advertising elements from the approved media strategy, if needed.

- E. Promotion of additional events and news as directed by the ITA throughout the duration of the contract.
- F. Creation and provision of detailed reports summarizing the Social Media activity throughout the duration of the contract, at an interval to be defined by the ITA, and highlighting KPIs including but not limited to impressions, engagement, and follower counts.

3. EVENT PLANNING & MANAGEMENT

- A. Proposal of at least 5 different experiential events focused on trade professionals, journalists, and influencers. *Specific criteria and considerations to be provided by the ITA*.
- B. Assist the ITA in planning and managing the approved event(s) by providing direct contact details of venues at the direction of the ITA, facilitating market research to determine the availability of these venues to host events and work with the requirements of the ITA, and providing any additional support when needed and upon request by the ITA.

NB: The ITA will facilitate the payment of any venues or providers necessary for the approved event(s). The winning agency will not contract with any venue or provider on behalf of the ITA.

4. MARKET RESEARCH

- A. Creation and provision of a list of event photography providers present in 10 metropolitan areas across the United States, including their contact details and hourly rate for unedited photography services, with at least 6 event photography providers per metropolitan area. *Specific criteria and considerations to be provided by the ITA following the awarding of the contract.*
- B. Creation and provision of a list of at least 100 journalists dedicated to alcoholic beverages from across the United States, including but not limited to their email address, city and state of residence, and any affiliated publications. *Specific criteria and considerations to be provided by the ITA following the awarding of the contract.*
- C. Creation and provision of a list of at least 100 journalists dedicated to the food industry from across the United States, including but not limited to their email address, city and state of residence, and any affiliated publications. *Specific criteria and considerations to be provided by the ITA following the awarding of the contract.*
- D. Creation and provision of a list of at least 100 social media influencers dedicated to food and beverage from across the United States, including but not limited to their social media handles, contact details and audience reach. *Specific criteria and considerations to be provided by the ITA following the awarding of the contract.*
- E. Creation and provision of a list of alcoholic beverage importers present in 10 states across the United States, with at least 25 importers from each state. *Specific criteria and considerations to be provided by the ITA following the awarding of the contract.*
- F. Creation and provision of a list of importers of specialty food present in 10 states across the United States, with at least 25 importers from each state. *Specific criteria and considerations to be provided by the ITA following the awarding of the contract.*
- G. Creation and provision of a list of alcoholic beverage distributors present in 10 states across the United States, with at least 15 distributors from each state. Specific criteria and considerations to be provided by the ITA following the awarding of the contract.

H. Creation and provision of a list of foodservice distributors present in 10 states across the United States, with at least 25 distributors from each state. *Specific criteria and considerations to be provided by the ITA following the awarding of the contract*

Any and all items created as a result of this contract, including but not limited to domain names, websites, creative assets, social media handles, photography and videography, will remain the exclusive property of the Italian Trade Agency, which retains the sole right to the free use of these items at its sole discretion, in perpetuity.

ESTIMATED BUDGET

ITA is a tax-exempt organization and as a governmental Agency must follow strict public procurement requirements in terms of assembling this IFB and awarding contract.

A maximum budget of **\$ 70,000.00** has been allocated to this project. This budget is inclusive of all costs borne by the agency to complete all the above-requested services.

MINIMUM REQUIREMENTS FOR PARTICIPATION

In order to participate in this IFB, the Company shall meet the following requirements (referred to in art. 9 of Ministerial Decree 192/2017 and as modified by DM 32/2024 of 17 January 2024):

a. It shall be eligible and possess the necessary qualifications, in full compliance with local laws (in effect in New York).

b. It shall be authorized and licensed to do business in the company's State of residence and in the State of New York.

c. It shall be located in the USA.

d. It shall meet the "**General requirements**" pursuant to art. 9 paragraphs 1 and 3 of Ministerial Decree 192/2017 and as modified by DM 32/2024 of 17 January 2024 to be rendered through the compilation of Part III, Sections A, B, C and D, of the *Requirements for procurement procedures under the European Union threshold*, (Annex 4)

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

TENDER DOCUMENTS

The tender documentation includes:

- Invitation Letter
- Annex 1 Acceptance of tender requirements
- Annex 2 Affidavit under New York and Italian Law (D.Lgs. 36/2023) with notarized signature
- Annex 3 Economic Offer
- Annex 4 Requirements for procurement procedures under the European Union threshold
- Annex 5 Integrity Addendum.

ECONOMIC OFFER

<u>To present the Economic Offer, please:</u>

• read carefully this IFB;

• The service will be awarded to the Company presenting the most economically advantageous offer.

REQUIREMENTS FOR THE SUBMISSION OF PROPOSALS AND DEADLINE

According to Italian law and under penalty of exclusion:

The Main Envelope shall clearly contain THREE internal separate ENVELOPES, both closed and sealed, respectively:

"A – Administrative Documentation"

"B – TECHNICAL BID"

"C - ECONOMIC OFFER"

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

ENVELOPE "A" marked ADMINISTRATIVE DOCUMENTATION + NAME of the COMPANY and OBJECT OF THE TENDER

In this Envelope the bidder, <u>under penalty of exclusion</u>, must submit the following documents signed by its director or management member:

- 1. Annex 1 Acceptance of tender requirements, duly signed for acceptance.
- 2. Annex 2 Affidavit under New York and Italian Law (D.Lgs. 36/2023) with notarized signature
- 3. Annex 4 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).
- 4. Annex 5 Integrity Addendum.

The bidder needs to indicate the company name on the outside of the envelope and to sign their name across the flap.

Incorrect, incomplete or irregular contents in envelope **A** for documentation can be remedied, pursuant to Art. 101, c. 1, Par. 9 of Legislative Decree No. 36/2023. The results will be put on record.

ENVELOPE "B" should be labeled **TECHNICAL BID** and contain the technical description, featuring photos and/or a high-quality 3d rendering with technical specifications and samples of all elements of the pavilion, if appropriate but **NO PRICING INFORMATION**. The bidder needs to indicate the company name on the outside of the envelope and to sign their name across the flap.

ENVELOPE "C" marked ECONOMIC OFFER + NAME of the COMPANY

This envelope **must contain only the "Economic Offer"** for the entire activity requested, to be completed in accordance with the attached **Annex 3**. It shall be expressed clearly in numbers and letters and, <u>under</u> <u>penalty of exclusion</u>, must be <u>dated</u> and <u>signed</u> by the director or managing member of the bidder.

The bidder needs to indicate the company name on the outside of the envelope and to sign their name across the flap

1. The prices offer must be indicated **ONLY in the Economic Offer Form (Annex 3)**

The offer must be valid for 180 days from its submission.

ENVELOPE "D" should be labeled **"DO NOT OPEN"** - **Contains an offer in response to the request for bid for Custom Booth Rental for BAR CONVENT BROOKLYN 2024 (6/11-6/12) and also indicate your company name and an email address** and contain within it the three above listed envelopes which "in toto" constitute your bid. Bidder needs to sign their name across the flap.

Do not make any reference to costs for this bid in Envelopes A or B as this will disgualify your bid.

The <u>Main Envelope</u> containing all the part of the offer, must be sealed and send, **only by express courier (not hand delivery**), to the ITA New York office, at the following address: **Italian Trade Agency, New York Office, 33 East 67**th **Street, New York, NY 10065**

<u>The Main Envelope</u> must be received by the Italian Trade Agency, New York Office, within **12:00 PM (EST) of May,10 2024**, 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.

All parts of the offer must be submitted in one single closed and sealed envelope ("MAIN ENVELOPE"), that must bear, outside, the complete information relating to the competing economic operator (Company name, TAX ID number, and complete address, including telephone and email, where all subsequent notices shall be sent).

No offers shall be accepted and therefore will be excluded from the tender process if:

- they 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, create 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 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.

ITA has the authority to award the contract even if only one bid has been submitted, provided it be 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 case of **equal economic offers** among two or more bidders, during the public session the ITA's officer in charge of the bid procedure will be requesting to the representatives of bidding companies attending the session whether they would like to submit a down offer.

In that case the bid will be awarded to the company that will offer the **lowest**. If none of the bidding companies will be represented during the public session, ITA will follow the procedure according to art. 77 of R.D. 827/1924, including, if necessary, a **formal draw procedure** in a new public session, in order to select the awarded bidding company among those with equal best offer.

No compensation or reimbursement of expenses will accrue to the invited bidder because of the submission of the bid.

REMEDY PROCEDURE

Incorrect, incomplete or irregular contents in envelope "A" Administrative Documentation" will be ascertained and notified to the offering company. Pursuant to Art. 101 of Legislative Decree no. 36/2023, the offering company with an incomplete application, will be given an opportunity to cure.

Only the shortcomings of any formal element of the "Administrative Documentation" containing in the envelope "A", in particular, the lack, incompleteness and any other essential irregularity of the elements and of the DGUE, with the exclusion of those relating to the economic offer, can be remedied by preliminary investigation procedure pursuant to art. 101 of the Legislative Decree no. 36/2023.

For the purposes of the amnesty, the Contracting Authority assigns to the tenderer a reasonable period - not exceeding ten days - for the necessary declarations to be made, integrated or regularized, indicating the content and the subjects who must make them.

If the tenderer produces declarations or documents that are not perfectly consistent with the request, the contracting authority can request further clarifications or clarifications, setting a peremptory term under penalty of exclusion.

In case of unnecessary elapsing of the deadline, the contracting authority proceeds to exclude the tenderer from the procedure.

The essential irregularities that cannot be remedied are those inadequacies in the documentation that do not permit identification of the content or the person responsible for it.

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.

CRITERIA FOR THE AWARD OF THE TENDER AND ANOMALY OF THE OFFER

Quotations omitting **any** of the above requested services will be deemed incomplete and will not be considered.

This contract will be awarded to the supplier of the most economically advantageous offer, and each proposal will be evaluated in accordance with the following itemized criteria and corresponding points scale:

CRITERIA	VALUE SCALE Expressed in points	RANGE Expressed in points
Ratio of impressions to proposed suppliers of the media plan	Max 40	Excellent – up to 40 Good – up to 30 Adequate – up to 20 Poor – up to 10 Not Supplied – 0
Number of contracts needed to execute the media plan	Max 15	Excellent – up to 15 Good – up to 12 Adequate – up to 8 Poor – up to 4 Not Supplied - 0
Campaign duration, ending no later than 30 August 2024	Max 15	Excellent – up to 15 Good – up to 12 Adequate – up to 8 Poor – up to 4 Not Supplied - 0
Quality of the contents of the proposed media plan	Max 15	Excellent – up to 15 Good – up to 12 Adequate – up to 8 Poor – up to 4 Not Supplied - 0
Price	Max 15	Excellent – up to 15 Good – up to 12 Adequate – up to 8 Poor – up to 4 Not Supplied - 0

The *Ratio of Impressions* scoring shall be calculated according to the following formula: Points = 40x (Roff divided by Rmax), where:

Rmax: is the largest ratio of impressions to proposed suppliers of the media plan offered by any of the bidders

Roff: is the ratio of impressions to proposed suppliers of the media plan offered by your company

The *Number of Contracts* scoring shall be calculated according to the following formula:

Points = 15x (Nmin divided by Noff), where:

Nmin: is the fewest number of contracts needed to execute the media plan offered by any of the bidders

Noff: is the number of contracts needed to execute the media plan offered by your company

The *Campaign Duration* scoring shall be calculated according to the following formula: Points = 15x (Coff divided by Cmax), where:

Cmax: is the largest campaign duration, measured in days, offered by any of the bidders Coff: is the campaign duration, measured in days, offered by your company

The *Quality* scoring shall be calculated as a point value equivalent to the average of the subjective assignment of points by each committee member, evaluating the quality of the sample suppliers proposed by each company, with a maximum point value of 15.

The Price scoring shall be calculated according to the following formula:

Points = 30x (Pmin divided by Poff), where:

Pmin: is the lowest price offered by any of the bidders Poff: is the price offered by your company

Your bid, in order to be correctly evaluated, **must** include these specific metrics:

- Estimated number of impressions yielded from your media plan
- Estimated number contracts* needed to execute your media plan
- Estimated campaign duration, in days, ending no later than 30 August 2024
- Estimated number of suppliers needed, with a list of examples to assess quality
- Complete price of your bid

*Contracts are limited to one per unique Federal Tax ID number and cannot exceed \$ 120,000.00 in value.

This project, and all the services provided therein, must conclude by 30 August 2024.

EVALUATION PROCESS

The opening of envelope "ADMINISTRATIVE DOCUMENTATION" will be opened and examined in a **Public Session on May 13, 2024 at 4:00 PM in presence at ITA OFFICE** which may be attended only by one authorized representative from each bidding company.

The President of the Selection Committee will open only the bids received by the deadline, per the order they were listed in the Register and will ascertain that the envelopes contain envelope "ADMINISTRATIVE - Documentation", "B - Technical Bid", "C - Financial Bid". The President will then review the documentation contained in envelope "A - Documentation"; only those bidders who are in compliance with the rules of the Call for Bids and the rules contained herein will continue to the next phase. The President will put the results on record and at the end of the public session the minutes will be taken.

Ascertainment of failure to show compliance with the requirements will disqualify companies from bidding, however under certain conditions corrections/compliance are allowed.

The Selection Committee consists of members appointed by the Commissioner of ITA of New York; the Committee, in one or more closed sessions, will review and evaluate the content of envelopes "B - Technical Bid", assigning a score to each bid and putting the results on record.

The Selection Committee, in an open session (**May 13, 2024 at 4:15 PM EST**), will then review and evaluate the contents of envelopes "C - Financial Bid", assigning a score to each bid and putting the results on record.

The bidding service provider with the highest overall score (which is the sum of all partial scores based on each criterion for awarding the contract) will be the "temporary winner". In case of bids with the same total score in the final list, the ITA will request a better proposal and subsequently, if necessary, the contract will be awarded by drawing lots.

At the end of the open session, after opening all the Financial Bids, a final list will be compiled, and the temporary winning company will be declared.

Following the evaluation of the bids and the score assignment, if there is only one valid bid, the ITC Agency reserves the right to award the contract anyway.

Pursuant to the provisions of the ITC Agency's bylaws and internal organizational rules, the Commissioner of ITC office in New York will formally choose the final winner.

ITC AGENCY ITA will email the winning Agency, asking them to provide:

 \cdot the documentation proving compliance with the requirements established to participate in the bid, if any;

 \cdot the documentation that is necessary to enter into the contract.

PAYMENT TERMS

Payments will be made by ITA in USD within 30 days after the correct and complete execution of the service stated by the RUP with the release of Certificate of Regular Execution that allows the provider to send the invoice made out to: ITA - Italian Trade Agency — New York Office 33 East 67th Street, New York NY, issued by the awarded service provider.

Invoices will be settled by direct deposit based on the services rendered. All the necessary information to execute ACH transfers must be included in each invoice and/or communicated to ITA.

RULES OF CONDUCT OF THE COMPANY AND/OR STAFF OF THE COMPANY

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 on 02/23/2021.

The Code of Conduct is available on the website <u>https://www.ice.it/it</u> 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 in 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.

REFERRAL RULES

For all other terms and conditions not regulated herein, please refer to the provisions of Ministerial Decree 192/2017 and as modified by DM 32/2024 of 17 January 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.

COMPETENT JURISDICTION

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

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 ICE-Agenzia at https://www.ice.it/it/privacy.

Access to tender documents is governed by Law no. 241 of August 7, 1990.

ITA is an instrumentality 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.

The bidding process is governed under art.7 co. 2, lett. a) of DM 192/2017 and as modified by DM 32/2024 of 17 January 2024 of Legislative Decree 36/2023 ("Codice degli Appalti") which governs public procurements in Italy.

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.

WHISTLEBLOWING

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

If you have any questions regarding this tender, please contact: Raimondo Lucariello – Head of Division - Food and Wine - <u>foodwine@ice.it</u>.

Cordially. Erica Di Giovancarlo Trade Commissioner Italian Trade Agency