

New York, February 21<sup>st</sup>, 2020

Prot. 0020345/20

## OPEN CALL FOR BIDS

**OPEN CALL FOR BIDS FOR THE “CATERING SERVICES FOR PROMOTIONAL EVENTS ORGANIZED BY THE ITALIAN TRADE AGENCY, NEW YORK OFFICE FOR 1 YEAR (2020-2021)” - CIG: 8223527D26**

PLEASE READ THIS BID ANNOUNCEMENT CAREFULLY AND VERIFY IN ADVANCE THE REQUIREMENTS. INCOMPLETE SUBMISSION WILL NOT BE ACCEPTED. ONCE A COMPLETE SUBMISSION IS RECEIVED, YOU ARE DEEMED TO HAVE UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS BID.

SHOULD YOU HAVE QUESTIONS BEFORE SUBMISSION, FEEL FREE TO CONTACT ITA NEW YORK AT THE EMAIL INDICATED BELOW.

### AWARDING ENTITY

Italian Trade Agency (“ITA”) – New York Office  
33 East 67th Street, NY 10065 – U.S.A.

Website: [www.ice.gov.it](http://www.ice.gov.it)

Mr. Antonino Laspina, Trade Commissioner of The Italian Trade Agency in New York Office

E-mail: [newyork@ice.it](mailto:newyork@ice.it) Tel (212) 980-1500 - Fax (212) 758-1050.

### BACKGROUND

The Italian Trade Agency is the government entity which promotes the internationalization of Italian companies along with the policies of the Italian Department for Economic Development. ITA provides support to Italian and foreign companies. ITA is headquartered in Rome and operates with a net of offices worldwide linked to Italian embassies and consulates and working closely with local authorities and businesses.

ITA provides a wide range of services among which:

- Selection of business partners;
- Bilateral trade meetings with Italian companies;
- Trade visits to Italy;
- Participation to local fairs;
- Seminars conducted by Italian advisers;

For more information on the Italian Trade Agency and its presence in Italy and the world, please visit our website [www.ice.gov.it](http://www.ice.gov.it) (Italian/English).

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## The BID

This is an open bid published on.

The Italian Trade Agency (ITA) invites Catering service providers located in the United States (the “Caterer”) to submit a bid with their best offer (please see details on section 4. “price offer”) for the **“CATERING SERVICES FOR PROMOTIONAL EVENTS ORGANIZED BY THE ITALIAN TRADE AGENCY, NEW YORK OFFICE”**.

### 1. BUDGET LIMIT AND FEES

ITA is a tax-exempt organization. Due to governing Italian laws, ITA must follow strict procurement regulations applied to this Bid and for the awarding of the contract.

With reference to the Services of the present Bid, the **overall estimated budget for 1 year (March 15<sup>th</sup> 2020 to March 14<sup>th</sup>, 2021) is Euro 200.000,00 (\$216,200.00 @ the latest exchange rate published by the Bank of Italy on February 21, 2020).**

### 2. DESCRIPTION OF SERVICES

Catering services are requested for promotion events organized by ITA in its own premises or in other venues located in the New York City area during the period **from March 15<sup>th</sup> 2020 to March 14<sup>th</sup> 2021. The contract period will depend upon the completion of all the bid procedures.**

**Requested catering services shall belong to one of 4 main categories with following specifications:**

**1. Business Breakfast, estimated average no. of guests: 20~50, including but not limited to:**

- **Hot beverages: coffee, tea and milk**
- **Cold beverages: a choice of at least 2 fresh fruit juices**
- **Pastries and biscuits (a choice of at least 3 different items)**
- **Seasonal Fruit platter**
- **Porcelain tableware, Crystal glasses, Metal Cutlery**
- **Table linens (white or black or other color upon request by ITA)**
- **Waiters in formal uniform, silver trays**
- **Mushroom round tables, at least 1 each 10 guests with table linen (white/black or other color upon request by ITA)**

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- Buffet table with flower decoration
- Coffee Espresso machine (Made in Italy coffee brand)

Estimated number of events in 1 Year: up to 10

2. Cocktail reception style (both daytime or evening/night), estimated average no. of guests: 100 ~ 200, including but not limited to:

- Finger food style appetizers with a choice of at least 8 items (cold/hot) with at least 1 meat, 1 fish, 1 vegetarian and 1 dessert
- Wine and beverage station with at least 1 sparkling Italian wine, 1 red and 1 white Italian wine, Italian mineral water sparkling and still, a choice of at least 3 between fresh fruit juices and soda drinks
- Coffee and tea station
- Pass around service only (Waiters in formal uniform, silver trays)
- Ice bucket and ice
- Mushroom round tables with flower decoration, at least 1 each 10 guests with table linen (white/black or other color upon request by ITA)
- Buffet table with flower decoration
- Coffee Espresso machine (Made in Italy coffee brand)

Estimated number of events in 1 Year: up to 10

3. Lunch/Dinner buffet style, estimated average no. of guests: 100~150, including:

- Appetizers with pass around service, at least 2 items
- Food station with a choice of following hot meals:
  - 2 pasta or risotto courses
  - 2 main courses (1 meat or fish, 1 vegetarian)
  - 1 side course (vegetables or similar)
- Salad/vegetarian station with a choice of at least 2 courses
- Beverage station with at least Italian mineral water sparkling and still, juices or soda drinks
- Wine station with at least 1 sparkling Italian wine, 1 red and 1 white Italian wine
- Dessert station with a choice of at least 4 different items
- Porcelain tableware, Crystal glasses, Metal Cutlery

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- Table linens (white/black or other color upon request by ITA)
- Ice bucket and ice
- Buffet table with flower decoration
- Mushroom round tables with flower decoration, at least 1 each 10 guests with table linen (white/black or other color upon request by ITA)
- Waiters in formal uniform, silver trays
- Coffee Espresso machine (Made in Italy coffee brand)

Estimated number of events in 1 Year: up to 5

**4. Lunch/Dinner seated style, estimated average no. of guests: 50~100**

- Appetizers station, finger food style
- Prosecco and light beverages station
- 4 courses served at the table:
  - Antipasto
  - Pasta or risotto course
  - Main course based on fish or meat + a choice for vegetarians
  - Dessert
  - Coffee or tea with chocolate or biscuit platter (1 per table)
- Each course served with a choice of different red and white Italian wines and Italian mineral water (still and sparkling)
- Porcelain tableware, Crystal glasses, Metal Cutlery
- Table linens (white/black or other color upon request by ITA)
- Setup with round tables for 10-12 guests each with flower decoration
- Waiters in formal uniform, silver trays
- Coffee Espresso machine (Made in Italy coffee brand)

Estimated number of events in 1 Year: 1~2

Bid Offer shall be formulated by Price Per Person Rate for each category of service.

Price Per Person Rate shall be deemed inclusive of all services offered by the bidding company, namely including food preparation, food service, waiter services, beverages and all other accessorial services and equipment needed for an appropriate catering service.

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Please note that Italian Trade Agency will not commit to pay any extra service within the Framework Contract that will be stipulated with the awarded bidding company, unless for extra services formally requested by the Italian Trade Agency and considered additional and different from those services described in the present Bid, which will be regulated by the Framework Contract.

## 2. SUBMISSION DEADLINE & REQUIREMENTS

The deadline for submission of bid documents is March 6<sup>th</sup> 2020, 4:30PM (EST).

Please make sure to follow all instructions carefully to avoid disqualification.  
The failure to include all the items Requested by this IFB may render your tender void.

## 3. THE EVALUATION PROCESS

Please be advised that the bid documents will be examined in a Public Session on Monday, March 9<sup>th</sup> at 3:00PM (EST) at which time we will determine the acceptability of the bidding packages received as well as of the administrative documents enclosed in the Envelope A.

If everything will be in order ITA's authorized officer will proceed to open, in **Public Session**, the Economic Offer enclosed in the Envelope B.

Each bid offer will be evaluated based on the lowest price expressed in terms of **Price per Person in US Dollars for each of the 4 service categories.**

Each offered price will be weighted in order to take in consideration the effective incidence of each category on the overall services, according to the following scheme:

Category	Weight %
Category 1 - Business Breakfast	10%
Category 2 - Cocktail Reception	45%
Category 3 - Lunch/Dinner Buffet	35%
Category 4 - Lunch/Dinner Seated	10%

The calculation formula will be as follows:

$$P_a = [(V_{minOff_1} / V_{off_{a1}}) * Perc_1] + [(V_{minOff_2} / V_{off_{a2}}) * Perc_2] + [(V_{minOff_3} / V_{off_{a3}}) * Perc_3] + [(V_{minOff_4} / V_{off_{a4}}) * Perc_4]$$

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**Legend:**

**P<sub>a</sub>**: total score attributed to the bidder “a”

**V<sub>minOff<sub>n</sub></sub>**: lowest price offered for the service category “n” (whereas “n” will be 1, 2, 3, 4 according to the above-mentioned scheme)

**V<sub>off<sub>n</sub></sub>**: price offered by the bidder “a” for the service category “n” (whereas “n” will be 1, 2, 3, 4 according to the above-mentioned scheme)

**Perc<sub>n</sub>**: percentage weight attributed to the service category “n” (whereas “n” will be 1, 2, 3, 4 according to the above-mentioned scheme)

**The award will take place even in the presence of a single bid offer, as long as it is deemed valid.**

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.

**4. PRICE OFFER**

The price offer shall expressed in **Price per Person in US Dollars for each of the 4 service categories**, which shall be indicated **ONLY in the Economic Offer Form (Annex 2 - see below for detailed instructions)**.

**5. GENERAL REQUIREMENTS FOR BID PARTICIPATION**

The bidding companies shall be **officially registered companies** in compliance with all the applicable laws and regulations either at U.S. Federal level and at New York State or the New York City level.

Moreover, the bidding companies are requested to hold a **permanent liquor license** to distribute and serve alcoholic beverages, issued by the State of New York, or, at least, a temporary liquor license which shall be valid for the whole duration of the contract.

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The awarding bidding company will be also requested to issue a **COI (Certificate of Insurance)** in order to **cover all third-party liability risks** for all the services provided to ITA for the whole duration of the contract. The bid price shall include these costs.

## 6. REQUIREMENTS FOR THE SUBMISSION OF PROPOSALS

According to Italian law and under penalty of exclusion, all parts of a proposal from a Legal Firm shall be submitted in one single closed and sealed envelope indicating on the outer surface **“CONFIDENTIAL - Do Not Open. Bid Documents: “CATERING SERVICES FOR PROMOTIONAL EVENTS ORGANIZED BY THE ITALIAN TRADE AGENCY, NEW YORK OFFICE”**.

The envelope shall clearly indicate the complete name of the sender and the complete address (telephone and email) where all subsequent notices shall be sent.

Furthermore, **the Main envelope shall contain Two internal envelopes, both of them closed and sealed**, indicating on the outer surface the following:

### **ENVELOPE “A”: [indicate NAME of the COMPANY] "Documentation"**

In this Envelope the bidder must submit the following documents signed by its director or managing member:

1. **This invitation letter initialized on each page and duly signed for acceptance**
2. **Annex 1 (see it at page 12) duly signed for acceptance**
3. **Affidavit under New York and Italian Law (see Annex 2 at pages 13-14) (DPR 445/2000 and D.Lgs. 550/2016) with notarized signature;**
4. **Integrity Pact (see template below at pages 16-20) clause (refers to the Corruption of Foreign Public Officials Act, S.C. 1998, c. 34, and the United States' Criminal Code) with notarized signature;**
5. **A copy of the signer's valid ID (State issued driver's license or ID or Passport)**

Incorrect, incomplete or irregular contents in envelope (“A” for documentation) can be remedied, pursuant to Art. 83, Par. 9 of Legislative Decree No. 57/2017.

### **ENVELOPE “B” [indicate NAME of the COMPANY] “Economic Offer”.**

The Economic Offer ([Annex 3](#) at pag. 15) shall be made in accordance with the above terms. It shall be expressed clearly in numbers and letters and signed by the director or managing member of the bidder.

**IMPORTANT: Multiple offers will not be considered, including multiple prices offered for each service category, and they will determine exclusion from the Bid.**

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[Please fill the Economic Offer by filling the Annex 3 \(see below at page 15\)](#)

Please indicate **Price Information ONLY** in your **ECONOMIC OFFER**  
**NOT in ADMINISTRATIVE DOCUMENTS** as **THAT WILL INVALIDATE YOUR PROPOSAL.**

## 7. DEADLINE

The envelope containing the offers must be received by ITA, under penalty of exclusion from the tender, **no later than March 6<sup>th</sup> 2020, 4:30PM (EST).**

**The address** where the offers must be mailed is:

**ITALIAN TRADE COMMISSION  
33 East 67<sup>th</sup> Street  
New York City, NY 10065**

**No offers shall be accepted after the deadline.**

**Incomplete offers, even if mailed within the stated deadline, shall be excluded.**

**An offer is deemed to be incomplete also when a bidder does not accept all the terms of this Bid.**

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

## 8. WINNER (BID AWARDED AGENCY) - FRAMEWORK CONTRACT – PURCHASE ORDERS

The winning Catering Company shall have the task of providing the Services described in this Bid announcement.

**ITA and the bid awarded Agency shall enter a **Framework Contract** based on the **Price per Person for each service category**, offered by the bid awarded Agency.**

Based on budget authorizations on single projects, ITA will issue single **Purchase Orders (P.O.)** requesting to the bid awarded Agency single services which will be charged according to the staff position requested and to the **Price per Person for each service category** offered by the awarded bid Agency.

**ITA does not bind or commit itself in any way to stipulate purchase orders for the above indicated budget, not even for a minimum amount of it.** Each Purchase Order will be issued based on ITA's specific needs of the services regulated in the Framework Contract.

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The **estimated time frame** of the Framework Contract will be **from March 15<sup>th</sup> 2020 to March 14<sup>th</sup>, 2021**.

**The exact contract dates will depend on the completion of all bidding procedures.**

Contract time frame may be extended for the period strictly necessary to ITA to finalize a new Bid for the subsequent year.

The **total yearly amount of the overall stipulated services shall not exceed the budget limit** above mentioned under point no. 1.

However, ITA may increase the overall budget limit amount up to 20%, if and when ITA requires additional service/goods and different from those already mentioned and included in this Bid.

## **9. PAYMENT TERMS**

Payments shall be in US dollars and be issued upon receipt of an original invoice and proof of the services. According to ITA's accounting regulations we preferentially pay via ACH. The payment shall be made no more than 30 days after client's receipt of the invoice.

## **10. SECURITY DEPOSIT**

The winner of the bid must submit a **performance surety bond** or a non-transferable cashier's check that amounts to **10% of the estimated amount of the bid (\$ 216,200.00)** before signing the agreement. The expenses to obtain the performance surety bond shall be the responsibility of the bidder.

## **11. 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;

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- 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 **Mr. Antonino Laspina – Italian Trade Agency - New York, Italian Trade Commissioner.**

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. 36, Par. 2, Lett. b of Legislative Decree 50 of April 18, 2016 (“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.***

#### **Rules of conduct of contractors and/or staff of the contractor/concessionaire**

In the execution of the contract/assignment/agreement, the trader/professional/contractor undertakes to fully respect the Code of Conduct adopted by ITA (Italian Trade Commission) with respect to the provisions of Presidential Decree 62/2013 approved by the Board of Directors by resolution no. 249 on 27 March 2015. The Code of Conduct and Disciplinary procedures of the ITA is available on the website [www.ice.gov.it](http://www.ice.gov.it) – at the section “Amministrazione Trasparente”- “Disposizioni generali”- Atti generali”.

For any breach of obligations under the Code, if 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.

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If you have any questions regarding this tender, please contact:  
Ferdinando Gueli,  
Head of Administration and General Services Division  
Italian Trade Commission New York Office  
Email to: [f.gueli@ice.it](mailto:f.gueli@ice.it)

Cordially,

Antonino Laspina  
Italian Trade Commissioner  
Executive Director for the USA  
(Signed in original)

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**Annex 1 - To be duly signed and inserted only inside the envelope  
ENVELOPE "A - ADMINISTRATIVE DOCUMENTATION"**

**AWARDING OF THE CONTRACT**

**"CATERING SERVICES FOR PROMOTIONAL EVENTS ORGANIZED BY THE ITALIAN  
TRADE AGENCY, NEW YORK OFFICE"**

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 price offer expressed in Price per Person in US Dollars for each category of services.**

I have received, read and understood all the material pertaining to the IFB for the **"CATERING SERVICES FOR PROMOTIONAL EVENTS ORGANIZED BY THE ITALIAN TRADE AGENCY, NEW YORK OFFICE"** CIG: [8223527D26].

\_\_\_\_\_  
(Company name)

\_\_\_\_\_  
(Print & Sign name)

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**Annex 2 To be duly filled, signed and inserted only inside the envelope**  
**ENVELOPE "A - ADMINISTRATIVE DOCUMENTATION"**

**AFFIDAVIT**

**Under New York Law and Italian Law (DPR 445/2000 and D. Lgs 50/2016)**

**"OPEN CALL FOR BIDS FOR THE "CATERING SERVICES FOR PROMOTIONAL EVENTS ORGANIZED BY THE ITALIAN TRADE AGENCY, NEW YORK OFFICE".**

**CIG: 8223527D26**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_ )

BEFORE me, the undersigned Notary \_\_\_\_\_ on this \_\_\_\_ (day of the month) day of \_\_\_\_\_ (month), 2020, personally appeared \_\_\_\_\_ (name of affiant), known to me to be a credible person and of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:

My name is \_\_\_\_\_, born on \_\_\_\_\_, in \_\_\_\_\_, residing at \_\_\_\_\_, agent of \_\_\_\_\_ (name of the company),

**Tax ID:** \_\_\_\_\_ with the company title of \_\_\_\_\_ and for the purpose of the bid this Affidavit I authorize to use of the following address at \_\_\_\_\_,

**I DECLARE THAT**

I have read and understood all the documents related to the bid this affidavit refers to, its policy and regulations (the "**BID PROCEDURES**") and accept without any reservation each and every provision of the Bid Procedures.

1. I am aware that because of bidding with the Italian Government, we have to abide by domestic, federal and foreign regulations and in particular I confirm that I am not aware of the

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existence of any legal or economic reasons that can exclude me and the company I represent from becoming General contractor and/or Subcontractor;

2. I, the affiant, am an authorized corporate officer of the bidding company or the sole owner of the bidding company/or the owners of the company are (provide list) and each one of them shall submit a similar affidavit;
3. I have subscribed a liability insurance policy that is currently in effect;
4. I am not aware of any other economic or legal impediment to deal with the Italian Government.
5. I am aware that my information and data shall be stored and used by the Italian Government and waive any privacy rights.

Lastly, I authorize the use of the following facsimile number \_\_\_\_\_ for official communications.

COMPANY \_\_\_\_\_  
Name/Print \_\_\_\_\_  
Date \_\_\_\_\_  
Title \_\_\_\_\_

**Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by affiant**

**Signature of Notary Public**

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**Annex 3 – TO BE INSERTED IN THE ENVELOPE “B” – “ECONOMIC OFFER”**

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**“CATERING SERVICES FOR PROMOTIONAL EVENTS ORGANIZED BY THE ITALIAN TRADE AGENCY, NEW YORK OFFICE”.**

**ECONOMIC OFFER (Price per pax in US Dollars)**  
**Only one price for each category,**  
**multiple offers or multiple prices will determine exclusion from the Bid**

**(US Dollars in number and in letters)**

<b>1. Business Breakfast</b>	Price per pax: \$ (.....,.. Letters: \$ (.....)
<b>2. Cocktail reception</b>	Price per pax: \$ (.....,.. Letters: \$ (.....)
<b>3. Buffet (Lunch/Dinner)</b>	Price per pax: \$ (.....,.. Letters: \$ (.....)
<b>4. Seated (Lunch/Dinner)</b>	Price per pax: \$ (.....,.. Letters: \$ (.....)

Signature \_\_\_\_\_

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

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

Title \_\_\_\_\_

Date \_\_\_\_\_

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**INTEGRITY PACT**

Concerning the Bid for

**“OPEN CALL FOR BIDS FOR THE “CATERING SERVICES FOR PROMOTIONAL EVENTS ORGANIZED BY THE ITALIAN TRADE AGENCY, NEW YORK OFFICE”.**

**CIG: 8223527D26**

*(the “Bid ”)*

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 67<sup>th</sup> Street, New York, NY (hereinafter referred to as the “ITA”);

ITA and Company are hereinafter intended as “Parties”.

**WITNESSETH:**

**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. 249 of March 27, 2015 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”);

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**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 insure that none of its employees, agents, directors, and/or representatives will promise or accept any present or 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 or 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 to restrict competitiveness or influence 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

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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, 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 for the 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](mailto: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

Initials \_\_\_\_\_

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. 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.

Initials \_\_\_\_\_



**ITALIAN TRADE AGENCY**  
**ICE - Italian Trade Commission**

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: \_\_\_\_\_

Title: Trade Commissioner

Printed Name: **Antonino Laspina**

Initials \_\_\_\_\_