

Call for Bid: DIGITAL MARKETING CAMPAIGN FOR THE ITA- "TRACKIT" BLOCKCHAIN CAMPAIGN 2024

Protocol n. 0092328/24

Call for bid and request of quotation for digital Campaign for "TRACKIT" blockchain to be completed by Dec 15th, 2024

The Italian Trade Agency ("ICE Agency") intends to solicit proposals for a digital campaign on a fashion trade publication for promoting "TRACKIT" starting September 2024 and ending by the end of December 2024.

CONTENT OF THE REQUESTED SERVICES:

Media Campaign utilizing banner ads on your website.

The maximum amount payable for the service/goods awarded is **\$25.000.00 and any bid in excess will be rejected.**

Tender will be awarded based on the criteria of the lowest cost per impression.

Graphics will be provided by ITA base on your specifications.

As part of Italy's diplomatic mission to the US we are tax exempt for all purchases over \$325.00 For further information and/or clarifications, please write to: newyork@ice.it.

The Responsible Party of the awarding procedure is Alessio Nanni: a.nanni@ice.it

REQUIRED DELIVERABLES:

A. On project completion the awarded entity will provide a final report with total number of impressions served and click trough rate.

Requirements for Bid submission:

You are invited to submit your proposal to this office via email newyork@ice.it by no later than **12:00 PM on Tuesday, September 10, 2024**. Your proposal must contain the following documents listed below:

1. Cost Estimate (quote) together with an estimated number of impressions.

IMPORTANT: In case your company is chosen to provide the service, it will be necessary to provide further documents and to register in the ICE Agency supplier list at the link <https://ice.traspare.com>

ICE Agency reserves the right to request additional documentation at any time should it be deemed essential for the type of goods and services requested.

WRITTEN AGREEMENT

A written agreement with the following terms and conditions shall be entered between ICE Agency and the service/goods provider. As per Section 11 of DM 192/2017 and as modified by DM 32/2024 of 17 January 2024, ICE Agency shall award a contract to a firm that offers the **lowest price** (lowest cost per impression).

The agreement will be subject to verification of the requirements of compliance with applicable U.S. federal, state, and local regulations.

Once the bid is awarded a Contract letter will be issued by this office.

TERMINATION

Performance delays expressly authorized by ICE Agency and not due to the service provider fault will not be grounds for the application of liquidated damages.

In case of breach, ICE Agency reserves the right to terminate this agreement and require repayment of any damages caused by the breach.

For additional terms and conditions, refer to the appropriate section of the ITA Contract letter

RULE OF CONDUCT FOR EMPLOYEES OF THE AWARDED FIRM

The awarded firm must comply with the Code of Conduct as adopted by ICE Agency as per Presidential Decree 62/2013 and approved by the Board of Directors with resolution n. 619/23 dated 01/27/2023. The Code of Conduct of ICE Agency is available on the website www.ice.it, section "Transparent Administration" - "General Provisions" - "General Activity".

Any breach of the Code of Conduct will result in the termination of the agreement.

DISPUTE RESOLUTION – EXCUSIVE MEDIATION AND ARBITRATION

This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflict of law's provisions of such State. In the event of any dispute arising out of or in connection with this Agreement, the parties shall first refer the dispute exclusively to a mediation under the American Arbitration Association (AAA) 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 exclusively and finally settled under the Rules of Arbitration of the AAA 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. 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 Agreement, 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 reasonable attorneys' fees and expenses and court costs. This entire provision is material to this Agreement.

CONFIDENTIALITY

You are invited to read the Notice on the treatment of personal data pursuant to Regulation (EU) 2016/679 ("RGPD"), available on the ICE Agency website at <https://www.ice.it/it/privacy>

WHISTLEBLOWING PROCEDURE

Pursuant to Section 54-bis, paragraph 2 of Legislative Decree 165/2001 (amended by Law no. 179/2017) "Provisions for the protection of the informant of a crime in the context of a public or private employment relationship"), providers supplying goods or services to ICE Agency may report any "illegal conduct" of which they have become aware in the context of the contractual relationship. The reports are strictly confidential and managed through an anonymous application at: <https://www.ice.it/en/whistleblowing>

Best Regards,

Alessio Nanni
Head of Fashion and Beauty Division
New York

