



New York, November 18th, 2022

RE: 2023 PROPERTY AND UMBRELLA FOR THE OFFICE OF THE ITALIAN TRADE COMMISSION IN NEW YORK CITY

CIG: 9500945BD5

NOTICE TO BIDDERS 

PLEASE READ THIS IFB CAREFULLY AND VERIFY THE REQUIREMENTS IN ADVANCE. 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 IFB.

SHOULD YOU HAVE ANY 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
New York City, NY 10065
<https://www.ice.it/en/markets/usa/new-york>
Mr. Antonino Laspina, Trade Commissioner
E-mail: newyork@ice.it
Tel (212) 980-1500

BACKGROUND

The Italian Trade Agency (ITA) 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;

In the US, besides New York, ITA is also present in Chicago, Los Angeles, Houston and Miami.

For more information on the Italian Trade Agency and its presence in Italy and the world, please visit our website www.ice.it (Italian/English). Italian Trade Agency in New York is interested in line with what is provided by the applying Italian government laws in enlarging the

The BID/CONTENT OF THE REQUESTED SERVICES:

This is an invitation for bids (“IFB”).

The Italian Trade Agency (ITA) ask you a proposal for “**Property and Umbrella Policy**” for our building of 6 floors located at 33 East 67th Street.

Please carefully read the attached policy coverage technical specifications approved by broker appointed by ITA, NFP Property & Casualty Services Inc.

SEE ATTACHMENT

COVERAGE TIME FRAME

Start Date: January1 2023

End Date: December 31, 2023

1. BUDGET

ITA is a tax-exempt organization. Due to governing Italian laws, ITA must follow strict procedural requirements in terms of assembling this IFB and awarding contract.

There is a maximum budget of \$69,450.00 allocated for this 2023 coverage. This budget is inclusive of all and other fees.


Therefore, the **Bid Offer must not exceed \$69,450.00, including of local taxes and Broker Fee as in the “broker clause” at point 4, page 3**

Bid Offers exceeding the mentioned amount will be automatically excluded from the Bid.

Payments shall be in US dollars and be issued upon receipt of an original invoice **with number, date, P.O. number** and proof of the services. The payment will be via ACH.

2. SUBMISSION DEADLINE & REQUIREMENTS

The **DEADLINE** for submission of Bid Offers is

 **December 5th, 2022 4:00am (EST)**

Please make sure to follow all instructions carefully to avoid disqualification.

The failure to include all the items Requested by this IFB will render your Bid Offer void.

3. THE EVALUATION PROCESS

Please be advised that the bid documents will be examined in a **Public Session** on **Tuesday, December 6th at 12:00PM** 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 on the lowest price.

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

4. PRICE OFFER

The price offer must be indicated **only in the Annex 4** (Please check instructions at page 18).

BROKER CLAUSE - ITA engaged the brokerage service provided by NFP - registered and operating office at 3915 National Drive 4th floor Burtonsville , MD 20866, Mr. R. Scott Marker, Director, Atlantic Region Commercial Lines scott.marker@nfp.com - Tax ID No. 26-0465451, registration with the Brokerage License of the State of New York Department of Financial Services under No. LA -1185756.

Broker's fees shall be borne by the willing bidder in the amount, as a percentage of the estimated amount of 12.5%.

5. REQUIREMENTS FOR THE SUBMISSION OF BID OFFERS

According to Italian law and under penalty of exclusion, all parts of a Bid Offer from an Insurance

Carrier Company shall be submitted in one single closed and sealed envelope indicating on the outer surface **“CONFIDENTIAL - Do Not Open. Bid Documents: 2023 PROPERTY AND UMBRELLA POLICY FOR THE OFFICES OF THE ITALIAN TRADE COMMISSION IN NEW YORK. CIG: 9500945BD5.**

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 envelope shall contain:

No. 2 envelopes, closed and sealed, indicating on the outer surface the following:

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

This envelope **MUST** contain **ONLY**:

1. “AWARDING OF THE CONTRACT” page n. 8 from this IFB, duly signed (**ANNEX 1**);
2. INTEGRITY PACT signed and initialed on each page (**ANNEX 2**);
3. AFFIDAVIT signed and initialed on each page (**ANNEX 3**);
4. PHOTOSTATIC COPY of the signer’s ID (State issued driver’s license or ID or Passport).

Incorrect, incomplete or irregular contents in the 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] **“Financial/Economic Offer”.**

The Financial/Economic Offer 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. Multiple Offers will not be considered.

Please fill the Financial /Economic Offer as per ANNEX 4 (Page 18)



Please indicate **price information ONLY in your FINANCIAL/ECONOMIC OFFER** and not in your 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, **within December 5th 2020 at 4:00 PM (EST).**

The address where the offers must be mailed is:

ITALIAN TRADE COMMISSION - NEW YORK OFFICE
33 East 67th Street
New York City, NY, 10065 – U.S.A.

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 if a bidder does not accept all the terms of this IFB.

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

8. WINNER (BID AWARDED COMPANY) - CONTRACT

The winning Insurance Carrier shall have the task of providing the Policy as described in this IFB.

ITA and the bid awarded Company shall enter a Contract for stipulating the Policy based on the Price offered by the bid awarded Company.

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

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

However, ITA may increase the overall budget limit amount up to 20%, if and when ITA requires additional service/goods.

9. PAYMENT TERMS

The payment shall be made no more than 30 days after client's receipt of the invoice.
The invoice must be numerated and dated with the P.O. number.

10. SECURITY DEPOSIT



The winner of the bid may be required if in line with the provisions of industry business rules and practices to submit a PERFORMANCE BOND OR A LETTER OF CREDIT OR A NON-TRANSFERABLE CASHIER'S CHECK for an amount equal to 10% of the total contract value (max \$6,954,00) before signing the agreement. The expenses to obtain the performance surety bond or a letter of credit shall be the responsibility of the bidder. Alternatively ITA Office in New York may consider the submission of a Performance Guarantee Arrangement, (or other commitment written having, at the sole discretion of ITA, similar value).

11. PRIVACY - DISCLOSURE UNDER THE ARTICLES 13 ET SEQ. OF THE EU REGULATION 679/2016

Pursuant to Article 13 of EU Regulation No. 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter also "EU Regulation" or "GDPR"), the Administration provides the following information on the processing of personal data.

Purpose of processing

The data provided by the competitors are collected and processed by the Administration in order to verify the existence of the requirements required by law for participation in the tender and, in particular, for the purpose of verifying the administrative and technical-economic capacity of these subjects, as well as for the purpose of the award, in fulfillment of specific legal obligations arising from the legislation on procurement and public contracts;

The data provided by the winning bidder are acquired by the Administration for the purposes of the stipulation of the Contract, for the fulfillment of legal obligations related to it, as well as for the economic and administrative management and execution.

All data acquired by the Administration may also be processed for study and statistical purposes in accordance with the rules laid down in the EU Regulation.

Legal basis and nature of conferment

The Competitor is required to provide data to the Administration, due to legal obligations arising from legislation on procurement and public contracts. Refusal to provide the data requested by the Administration could determine, depending on the case, the impossibility of admitting the competitor to participate in the tender or its exclusion from it or the forfeiture of the award, as well as the impossibility of entering into the contract.

Nature of the data processed

The data processed for the purposes specified above are of the following nature: i) common personal data (e.g. personal details and contact data); ii) data relating to criminal convictions and offences (so-called "judicial" data) pursuant to art. 10 of the EU Regulation, for the sole purpose of assessing the possession of the requirements and qualities provided for by current applicable legislation for the purposes of participation in the tender and the awarding of the contract. On the other hand, no data is required that fall within the "special categories of personal data" (so-called "sensitive"), pursuant to art. 9 of the EU Regulation.

Modalities of data processing

The processing of data will be carried out by the Administration in such a way as to guarantee the necessary security and confidentiality and may be implemented using manual, paper, computer

and telematic tools suitable for processing data in compliance with the security measures provided by the EU Regulation.

Scope of communication and dissemination of data

The data may be

processed by the staff of the Administration that takes care of the tender procedure and the execution of the Contract, by the staff of other offices of the same that carry out inherent activities, as well as by the offices that deal with activities for study and statistical purposes;

communicated to self-employed collaborators, professionals, consultants, who provide advice or assistance to the Administration with regard to the tender procedure and the execution of the Contract, also for the possible protection in court, or for sector studies or statistical purposes;

communicated to any external parties who are part of the adjudication and testing committees that will be set up from time to time;

communicated to other competitors who request access to the tender documents within the limits permitted by Law no. 241 of August 7, 1990;

communicated to the National Anti-Corruption Authority, in compliance with the provisions of AVCP Determination no. 1 of 10/01/2008.

The name of the winning bidder and the price of the contract award will be disclosed on the website www.ice.it at the link http://ww2.gazzettaamministrativa.it/opencms/opencms/_gazzetta_amministrativa/amministrazione_trasparente/_agenzie_enti_stato/_agenzia_ICE/110_ban_gar_con/ In addition to the above, in compliance with legal obligations that impose administrative transparency (art. 1, paragraph 16, letter b, and paragraph 32 of Law 190/2012; art. 35 of Legislative Decree no. 33/2012; art. 35 of Legislative Decree no. 33/2012). Lgs. n. 33/2012; as well as art. 29 D. Lgs. n. 50/2016), the competitor/contractor acknowledges and agrees that the data and documentation that the law requires to be published, are published and disseminated, given the conditions, through the website www.ice.it, section "Transparency".

The data may be transferred to an international organization, in fulfillment of legal obligations; in this case the transfer will take place in compliance with the requirements of the EU Regulation.

Period of data retention

The data retention period is 10 years from the conclusion of the execution of the Contract, due to the potential legal actions that can be exercised. In addition, the data may be stored, also in aggregate form, for study or statistical purposes in compliance with Art. 89 of the EU Regulation.

Automated decision-making process

Within the tender phase, there is no automated decision-making process.

Rights of the competitor/interested party

The term "interested party" refers to any natural person whose data is transferred by the bidder to the Administration.

The data subject is granted the rights set out in articles 15 to 23 of the EU Regulation. In particular, the data subject has the right to: i) obtain, at any time, confirmation as to whether or not personal data relating to him or her are being processed; ii) the right to access his or her own personal data in order to know the purpose of the processing, the category of data processed, the recipients or categories of recipients to whom the data are or will be communicated, the storage period of the data or the criteria used to determine this period; iii) the right to request, and in case obtain, the rectification and, where possible, the cancellation or, again, the limitation of processing and, finally, may oppose, for legitimate reasons, their processing; iv) the right to data portability which will be applicable within the limits of art. 20 of the EU Regulation.

If in case of exercise of the right of access and related rights, the response to the request does not arrive within the time limits prescribed by law and / or is not satisfactory, the person concerned may assert their rights before the courts or by addressing the Guarantor for the protection of personal data through a complaint, appeal or report.

Data Controller and Data Protection Manager

The data controller is ICE - Rome-based agency which has appointed its own Data Protection Manager.

Any request regarding the processing of the personal data provided and the exercise of rights must be addressed to the Data Protection Officer (DPO) who can be contacted at the following email address privacy@ice.it

Consent to the processing of personal data

Acquired the above information, with the submission of the offer and / or the signing of the Contract, the legal representative pro tempore of the Competitor / tenderer acknowledges and expressly agrees to the processing as defined above of personal data, including judicial, concerning him.

The competitor undertakes to comply with the obligations of information and consent, where necessary, with regard to individuals (interested parties) whose personal data are provided as part of the award procedure, as regards the processing of their personal data, including judicial data, by the Administration for the purposes described above.

The only subject in charge of the proceeding [Chief Procurement Officer (CPO)/Responsabile Unico del Procedimento (RUP)] is **Mr. Antonino Laspina – The 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 Agency) 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.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.

The failure to include all the items requested by this IFB will disqualify your bid. Please be sure to follow all instructions carefully to avoid disqualification.

If you have any questions regarding this tender, please contact: Giovanni Mafodda, Head of Administration via email to: g.mafodda@ice.it

Cordially,

Antonino Laspina
Italian Trade Commissioner
Executive Director for the USA

[Documentation to be filled, signed and included in Envelope A]

Annex 1

CIG: 9500945BD5

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

AWARDING OF THE CONTRACT

“2023 PROPERTY AND UMBRELLA POLICY FOR THE OFFICES OF THE ITALIAN TRADE COMMISSION IN NEW YORK”.

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.

I have received, read, and understood all the material pertaining to the IFB for the **“2023 PROPERTY AND UMBRELLA POLICY FOR THE OFFICES OF THE ITALIAN TRADE COMMISSION IN NEW YORK CIG: 9498475588 .**

(Company name)

(Print & Sign name)

[Documentation to be filled, signed and included in Envelope A]

ANNEX 2 - INTEGRITY PACT

**2023 PROPERTY AND UMBRELLA FOR THE OFFICE OF THE ITALIAN TRADE AGENCY IN
NEW YORK CITY**

CIG: 9500945BD5

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".

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”);

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

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 (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. 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: _____

Title: Trade Commissioner

Printed Name: **Antonino Laspina**

[Documentation to be filled, signed and included in Envelope A]

ANNEX 3 - AFFIDAVIT

**ITALIAN TRADE AGENCY NEW YORK OFFICE
2023 PROPERTY AND UMBRELLA FOR THE OFFICE OF THE ITALIAN TRADE AGENCY IN
NEW YORK CITY
CIG: 9500945BD5**

1. STATE OF

COUNTY OF

2. 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:

3. Has read, understood, and agreed upon all the accompanying documents of this Procurement, its policies and regulations (the “Procurement Regulations and Policies”);
4. 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;
5. Has obtained all corporate authorizations, approvals and ratifications to participate to this bid/procurement;
6. 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;

7. 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;
8. 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).
9. The Bidder has been authorized and/or licensed to provide insurance services in at least one state of the USA;
10. 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.
11. The Bidder and its officers are not aware of any criminal prosecution pending against them;
12. The Bidder and its officers are not aware of any criminal charge against them;
13. The Bidder and its officers are not aware of any Federal or State tax debt and collection thereof;
14. 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 _____, 2022 by affiant

Name and Signature of Affiant

Date

Name and Signature of Notary Pub

[Documentation to be filled, signed and included in Envelope B]

ANNEX 4 ECONOMIC OFFER

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

CIG: 9500945BD5

TEMPLATE FOR THE FINANCIAL/ECONOMIC OFFER

“2023 PROPERTY AND UMBRELLA POLICY FOR THE OFFICES OF THE ITALIAN TRADE COMMISSION IN NEW YORK”.

ECONOMIC/PRICE OFFER

(In number and letters)

<p>The monthly cost all inclusive as per point 4</p>	<p>Number: _____</p> <hr/> <p>Letters: _____</p> <hr/>
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Signature _____

Company name _____

Name/Print _____

Title _____

Date _____