



Houston Office

Houston, 19/12/2022

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CdcC 3CB5

**OPEN CALL FOR BID (OCB) - FOR COMMUNICATION, MARKETING, WEB DEVELOPING,
GRAPHIC AND OTHER CONTENT CREATION FOR THE EXTRAORDINARY ITALIAN
JEWELRY (January 2023 – December 2023)**

PLEASE READ THIS OCB 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 OCB.

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

AWARDING ENTITY

The Italian Trade Agency (“ITA”) – Houston Office, 777 Post Oak Blvd. Suite 320 Houston TX 77056 – www.ice.it – Mr. Fabrizio Giustarini, Trade Commissioner of The Italian Trade Agency Houston Office - E-mail: houston@ice.it Tel (281) 888-4288 - Fax (281) 974-3100.

BACKGROUND

The Italian Trade Agency, also known as the Italian Trade Commission and hereinafter referred to as “ITA”, is the government entity that promotes the internationalization of Italian companies along with the policies of the Italian Ministry of Foreign Affairs and International Cooperation.

ITA provides information, assistance, consulting, and more to both Italian and foreign companies. In addition to its Rome headquarters, ITA operates worldwide thanks to a large network of Trade Promotion Offices linked to Italian embassies and consulates and working closely with local authorities, businesses, and stakeholders.

ITA provides a wide range of services helping Italian and foreign businesses to connect with each other, among which:

- Scouting of possible business partners.
- Bilateral trade business meetings.
- Sponsored trade delegation trips to Italy.
- Participation in local fairs and exhibitions.
- Forum and seminars with Italian experts.

In the US, ITA has offices located in New York, Chicago, Los Angeles, Houston and Miami. For more information on ITA and its presence in Italy and the world, please visit our website www.ice.it (Italian/English).

INTRODUCTION

The Extraordinary Italian Jewelry is a jewelry promotional project of the Italian Trade Agency in collaboration with Confindustria FEDERORAFI (National Federation of Gold Jewelry - Silverware - Jewelry Manufacturers). Its goal is to develop new opportunities in the US market for Italian jewelry companies by raising awareness of authentic Made in Italy products through different types of activities and channels, among which are the following social media accounts:

Facebook (www.facebook.com/extraitajewelry)
Instagram (www.instagram.com/extraitajewelry/)
LinkedIn (www.linkedin.com/in/itahouston/)
Twitter (twitter.com/extraitajewelry)

Furthermore, a dedicated website (www.extraitajewelry.com) has been set up to advertise *The Extraordinary Italian Jewelry* activities, including:

- The participation of Italian jewelry companies in a trade show in US.
- Trade missions of US buyers to the Italian jewelry trade exhibitions.
- Media campaign during industry shows and events.
- The collaboration with US retailers to build in-store and digital (online/TV) promotion for the Italian Jewelry Industry in the US and to support Italian companies in creating sales growth and awareness growth throughout the retailers' clientele.

1 SCOPE OF WORK

ITA is trying to achieve a higher level of recognition of *The Extraordinary Italian Jewelry* brand by:

- Focusing on the quality of Italian products and manufacturing.
- Recognizing the longevity and history of Italian Jewelry art and craftsmanship, but also its constant innovation.
- Raising awareness and training both industry stakeholders and consumers on how to identify genuine Made in Italy products.

ITA's aim is to support the Italian Jewelry Industry by creating and implementing a well-rounded advertising campaign for *The Extraordinary Italian Jewelry* brand in 2023. Said campaign needs to be a mix of complex and various promotional activities, better detailed under section "2 *Description of requested services – technical offer*" letter D, do not fall under this budget and need prior express and written approval by ITA.

On a general level, all the activities further described must respect these general parameters

Timing – all activities must start January 11th, 2023 and run prior to December 31st, 2023.

Advertising channels/medium – ITA is looking to run promotional activities both via traditional (ex. print) and online channels.

Target Audience – The promotional activities related to *The Extraordinary Italian Jewelry* must primarily reach jewelry industry professionals and decision-makers, retailers, manufacturers, importers, press, bloggers/influencers, and institutional stakeholders. The promotional activities related to Italian manufacturers and product highlights must primarily reach retailers and consumers.

Geography – The campaign is aimed at the US jewelry market.

Budget - **\$ 110,000.00 USD**, including production costs. This budget will be dedicated to activities as described under section "2 *Description of requested services – technical offer*" letter A, B, and C.

2 DESCRIPTION OF REQUESTED SERVICES – TECHNICAL OFFER

ITA Houston Office is looking for a company/agency to carry out the following services to achieve the aforementioned.

A. GRAPHIC CONTENT CREATION AND PRODUCTION AD

- ❖ Graphic creation and production of 2 corporate ads. The ads are to be understood to be graphic images. ITA requires at least 5 proposals per ad. ITA Houston will choose 1 proposal per ad and retains the right to ask for edits and/or integrations to it. All usages and copyrights of all the images belong exclusively to ITA Houston. The company/agency cannot utilize said creative in any way, shape, or form and in any type of communication. The company/agency must ensure that each proposal complies with fair use and copyright laws. Proposals must be submitted no later than January 27th, 2023.

B. WEB DEVELOPING SERVICE

- ❖ Design, edit, curate, implement and manage website (www.extraitajewelry.com) in line with The Extraordinary Italian Jewelry project and ITA's corporate image guidelines. Among others, ITA is looking to add new sections to its website and edit/remove current ones to ensure layout standardization. Moreover, ITA is also looking to edit its current search filters in the brand section of its website: the goal is to optimize production search for users.
- ❖ Migrate the current website to a more user-friendly coding environment and train ITA staff members.
- ❖ Current website hosts 98 Italian brands. The company/agency will have to expand the brand section by adding further new brands, up to 100 brands; this will require company/agency to edit and enhance videos, PDFs, demos links 3D renderings, slideshows, and anything else need in line with business practice by creating a unique environment for each brand, although following a common layout. Current brands present on the website must also be reviewed/edited/updated in line with the same principles and guidelines as aforementioned.
- ❖ Provide specs and guidance for ITA on content coordination and managing assets.
- ❖ Provide creative and technical guidance and input throughout the entire duration of the contract.
- ❖ Research, source and retain talents (ex. editors) as needed to draft all necessary native/content for the website in English.
- ❖ Production of editorial content (including articles and blog post) for the website. The editorial plan must be stretched over 12 months

- ❖ Website analytics and back-end tracking analysis.

C. DIGITAL MARKETING STRATEGY AND CAMPAIGN

- ❖ Create, plan, produce, and implement a digital marketing strategy and campaign (12-months campaign) for the promotion of www.extraitajewelry.com website.
- ❖ Create, plan, produce, and implement a digital newsletter (n. 12 issues, must be spread-out throughout the 12-months campaign) primarily targeting B2B contacts (mostly provided by ITA), media, influencers/bloggers, industry stakeholders (provided by the company/agency), but also to consumers.
- ❖ Create, plan, produce, and implement a social media strategy and campaign (12-months campaign on Facebook, Instagram, LinkedIn, Twitter), including posting at least 3 posts per week on each platform. The campaign needs to take into consideration the uniqueness of each social media platform, making sure to adapt a common message to the individual platform. Note that ITA's Instagram and Facebook accounts need to expand and consolidate audience and reach; said social media accounts must be prioritized. LinkedIn account needs to be entirely launched. When applying for this bid, the company/agency must provide in an overview of a 12-months editorial plan in writing. Once the bid is assigned, activities must start no later than January 31st, 2023. Also, the company/agency must provide in advance a detailed editorial plan in writing for ITA's approval, covering the following 3 months of activities, according to the schedule below:
 - 1st editorial plan: by January 27th, 2023, covering activities for February and March 2023.
 - 2nd editorial plan: by March 15th, 2023, covering activities for April, May, and June 2023.
 - 3rd editorial plan: by June 15th, 2023, covering activities for July, August, and September 2023.
 - 4th editorial plan: by September 15th, 2023, covering activities for October, November, and December 2023.

The editorial plan must be reviewed/edited/adapted to ensure a successful campaign through the entire duration of the contract. ITA can ask for any changes to editorial plan, that will be submitted in writing to company/agency in a timely manner. The editorial plan must include at least:

- Images (provided by ITA, the company/agency, and/or Third parties)
- Videos (provided by ITA, the company/agency, and/or Third parties)
- Captions
- Hashtags (including official ITA hashtags #TheExtraordinaryItalianJewelry)

- #ExtraltaJewelry #ITA #MadeinItaly)
- Timeline/dates
- Target audience
- Geography
- Demographics

ITA must always be up to date with campaign activities. Please refer to the section below “**CAMPAIGN STATUS/ACTIVITIES UPDATES**” for more information.

- ❖ Press releases to be issued primarily targeting B2B contacts (mostly provided by ITA), media, influencers/bloggers, and industry stakeholders (provided by the company/agency), but also to consumers.

D. PAID MEDIA STRATEGY AND ADVERTISING CAMPAIGN

- PLEASE NOTE THAT ALL ACTIVITIES LISTED IN THIS SECTION ARE SUBJECT TO PRIOR EXPRESS AND WRITTEN APPROVAL BY ITA

- ALL ACTIVITIES DETAILED IN THIS SECTION WILL HAVE A SEPARATE ADDITIONAL BUDGET AND ARE TO BE QUOTED SEPARATELY

- ❖ Propose, plan, coordinate, and implement a paid advertising strategy and campaign, to be subject to prior express and written approval by ITA. More specifically, ITA is looking for both a traditional and an out-of-the-box paid advertising campaign to promote *The Extraordinary Italian Jewelry* across the entire country (USA). ITA is also looking to target new strategic geographical areas in the United States and demographics. In terms of timeline, the paid advertising campaign must be spread-out throughout the entire duration of the 12-months contract, including during ITA’s promotional activities (ex. Las Vegas Jewelry, JIS Fall Miami show, etc.).
- ❖ Propose, plan, coordinate, and implement a paid advertising strategy and campaign for social media (Instagram, Facebook, LinkedIn, and Twitter), to be subject to prior express and written approval by ITA.
- ❖ All negotiations with media, influencers/bloggers, industry stakeholders on behalf of the ITA. The company/agency must strive to ensure economically advantageous offers and conditions on behalf of ITA.
- ❖ The proposed plan must include at least:
 - Name of marketing activity/initiative
 - Channel/medium
 - Timeline
 - Target audience
 - Geography

- Demographics
- Goals

CAMPAIGN STATUS/ACTIVITIES UPDATES

Campaign status/activities updates must be provided to ITA both during and at the end of the campaign in writing and in an organized manner, in line with best practice and industry standards. Penalties will apply.

There are two types of campaign status/activities updates: during the program and at the end. In the case of the former, ITA requires the company/agency to submit in writing a report containing at least what listed below every 3 months, following the same schedule as per editorial plan submission deadlines, except for the January 27th, 2023, one:

- ❖ Status update of the ongoing campaign activities and proof of completion
- ❖ KPIs
- ❖ Recommend changes/adjustments for the remainder of the campaign
- ❖ Analytics

In case of the latter instead, ITA requires a detailed final report of all campaign activities carried out by the company/agency to perform the obligation of this bid in writing and in an organized manner, in line with best practice and industry standards. The final report must include at least:

- ❖ Proof of completion of all activities
- ❖ KPIs commonly used in the industry
- ❖ Strengths and weaknesses of the campaign
- ❖ Best practices to be implemented even after the end of the campaign
- ❖ Analytics
- ❖ Any other information commonly used in the industry.

Please note that final payment is subject to the receiving of the aforementioned final report that must be submitted no later than 30 days following the end of the contract (January 31st, 2024).

Furthermore, it is understood that ITA will own all the rights for the entire project, creative concepts, and all related intellectual property.

3 FURTHER OBLIGATIONS OF THE COMPANY/AGENCY

ITA is seeking a full-service company/agency. Due to the small size of Houston Office team, ITA seeks a collaborative partner to ideate and co-create for all aspects of the project production process.

In particular, the winning company/agency must at least:

- Provide media and influencer outreach, partner liaising, media monitoring and reporting.
- Provide at least on dedicated staff member as account lead to which ITA will liaise directly.
- Provide a web developer with a deep knowledge of jewelry and brand awareness, able to customize the digital platform.
- Provide editor/s with a deep knowledge of Italian jewelry industry to implement the content of the web platform and of the deliverables.
- Be a full-service company/agency experienced in public relations and marketing in the US.
- Experienced in working with government agencies.
- Detect, prevent, and manage any issues that might arise during the execution of services.

Bidding company/agency with Italian culture, language and business environment including experience in working with Italian Jewelry SME's brands business and executives will be given preferences.

4 CONTRACT TIME FRAME

Project Start Date: at the signing of the contract, not before January 10th, 2023

Project End Date: December 31st, 2023

It is understood that dates and further details will be discussed with the bid awarding company directly. There will be no tacit renewal of this contract.

5 BUDGET

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

of \$ **110,000.00 USD** (equal to **Euro 103.588,00** at the official exchange rate published on December 16th, 2022 by Banca d'Italia) for this project .

This budget is inclusive of all agency fees, web developer output, content production and other fees the bidder may incur in the fulfillment of the services as detailed under section “2 Description of requested services – technical offer” letter A, B, and C.

IMPORTANT All activities related to *letter D (PAID MEDIA STRATEGY AND ADVERTISING CAMPAIGN)* are to be quoted separately and are not included in the aforementioned budget. Pending ITA’s prior express and written approval, a separate budget might be allocated. In case of approval of activities under section “2 Description of requested services – technical offer” letter D in full or in part, ITA will make individual contracts with each third-party vendor.

6 SELECTION CRITERIA

Each proposal will be evaluated on the basis of the “**Most economically advantageous offer**” criterion (or “lowest evaluated bidder” or “best value”) (art. 95 of Legislative Decree no. 50/2016 and subsequent amendments, art. 11 of Ministerial Decree 192/2017), in accordance with the following criteria and corresponding points scale, according to the requirements under section “2 Description of requested services – technical offer” letters A, B, C, and D.

Each bid will be evaluated to the very specific characteristics of the offer to be received and the standards offered.

The amount of US\$ 110,000.00 constitutes the basis of the auction with an obligation to offer a discount. Therefore, only offers at a discount compared to the auction base can be accepted.

Offers above the established bid amount will not be accepted.

The award will take place even in the presence of one single offer as long as it is deemed valid.

Each offer shall be given a maximum score of **100**, with the following breakdown:

- **Technical offer: max 70 points**
- **Economic offer: max 30 points**

Each proposal will be evaluated, by a Committee appointed by the Director of ITA Houston Office (as the Sole Responsible Agent of the Procedure for ITA (RUP), in accordance with the following criteria and corresponding points scale, according to the details described under “2 Description of requested services – technical offer” letters A, B, C, and D.

| ASSESSMENT CRITERIA | Max points: |
|--|--------------------|
| A) Economic Offer - Price of services offered | 30 |
| B) Technical Offer - | 70 |
| <i>Completeness and quality of proposal (activities under section “2 Description of requested services – technical offer” letters A, B,C, and D)</i> | 20 |
| <i>Dedicated and qualified team in USA to follow the activities related to the digital marketing strategy and campaign (point C DESCRIPTION OF REQUESTED SERVICES); please specify number of people, job title/position and availability of team members</i> | 10 |
| <i>Proof of experience in marketing and advertising field – please include examples of past successful social media campaigns (min. 2 examples of past social media campaigns)</i> | 20 |
| <i>Proof of experience in web development, graphic design, and content creation – please include portfolio</i> | 20 |
| Total maximum score | 100 |

Anomalous low bids

There is no assurance that the lowest bid will prevail. ITA reserves the right of asking for additional information if one or more offers are substantially lower than the others.

Excessive low offers are considered “anomalous” if the scores relating to the price and to the other elements being assessed are both at least equal to or higher than four fifths (4/5) of the maximum score that can be attributed (Article 13, paragraph 1, letter (b) of the Decree No. 192, November 2nd 2017).

Score evaluation process

Technical Offer

The technical offer score will be assigned multiplying the average evaluation class expressed from 0 to 1 (see conversion chart below) with the maximum points in the criteria chart above (70 points)

| EVALUATION CONVERSION CHART | |
|-----------------------------|-------|
| ASSESSMENT | SCORE |
| Excellent | 1 |
| Very Good | 0.9 |
| Good | 0.8 |

| | |
|----------------|-----|
| Sufficient | 0.7 |
| Not sufficient | 0.6 |
| Not adequate | 0 |

After assigning a qualitative assessment to the Technical Offer, the Committee will proceed to elaborate each offer score according to the ANAC guidelines 2/2016 in paragraph VI, n.1

The score calculation will be determined using the following formula:

$$Pa = \sum_n [Wi * Vai]$$

Legend:

Pa = score of the single a offer

n = total number of the criteria listed in the criteria chart

Wi = percentage weight of the single criterion (i)

Vai = Average assessment of the offer a compared with the criterion i according to the charts above

Any company which does not achieve a minimum 50/70 points in the Technical Offer score will be excluded.

Economic Offer

Regarding the Economic offer, by using the Linear Interpolation formula, a variable coefficient from zero to one is assigned.

The maximum score will be awarded to the lowest bid.

The other bids will be given a lower score determined as follows:

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

$C_i = R_a / R_{max}$ where:

C_i = coefficient attributed to the i-th competitor;

R_a = percentage reduction in the offer of the i-th competitor;

R_{max} = percentage reduction of the lowest bid

7 SUBMISSION REQUIREMENTS

Bids, **under penalty of exclusion**, must be received in one single sealed outer envelope which must be signed on the flap closure and bear on the outside the sender's address and the following caption:

“DO NOT OPEN – Bid Documents: For Communication, Marketing, Web Developing, Graphic And Other Content Creation For The Extraordinary Italian Jewelry Program (January 2023 – December 2023) CIG: 95536587FB

The outer envelope or package under penalty of exclusion must contain the following **two sealed envelopes** signed on the flap closures:

- ENVELOPE “A” – marked “**ADMINISTRATIVE DOCUMENTATION**” containing the following:
 - ❖ **Annex 1 duly signed for acceptance**
 - ❖ **Economic and Financial Solvency** – Proof of financial solvency
 - ❖ The **turnover** for each of the past 3 years (2019-2020-2021)
 - ❖ **Annex 2 - Affidavit under Texas Law and Italian Law (DPR 445/200 and D.Lgs. 550/2016)**
 - ❖ **Annex 3 - Integrity Pact Declaration** signed by legal representative of the bidding company

- ❖ **(under penalty of exclusion)** Please provide relevant documentation supporting and/or detailing company/agency's ability to carry out all requested services and also:
 - a. Proof of experience in web development, graphic design, and content creation – include portfolio.
 - b. Proofs of experience in marketing and advertising field – include examples of at least 2 past successful social media campaigns.
 - c. A list of dedicated and qualified team to follow the project – please specify number of people, job title/position and availability of team members
- ❖ **A copy of the signer's valid ID** along with a photocopy of the signer's valid ID.

Any incomplete, irregular, or incorrect contents in envelope A "Administrative Documentation" will be ascertained and notified to the offering company. Pursuant to Art. 83, Par. 9 of Legislative Decree no. 50/2016, the offering company will be given a deadline for the presentation of the correct documentation.

- ❖ ENVELOPE "B" – marked "**TECHNICAL OFFER**" containing a detailed proposal for carrying out all of activities described under section "*2 Description of requested services – technical offer*" letters A, B, C, and D and proofs as requested under section "*6 Assessment Criteria*".
- ENVELOPE "C" – marked "**ECONOMIC OFFER**", and containing, **under penalty of exclusion**:
 - ❖ **Annex 4 - Economic Offer**. The Economic Offer shall be made in accordance with the template at Annex 4. It shall be expressed clearly in numbers and letters and signed by the director/agent/representative/manager of the bidder. If any discrepancy is found between the proposal indicated in numbers and that indicated in words, the lower amount will be taken into consideration.
 - ❖ **Comprehensive quotation with a cost breakdown of each service/item as listed under "2 Description of requested services – technical offer" letters A, B, C, and D.**

IMPORTANT

**Multiple offers will not be considered and will be excluded.
Please submit the Economic Offer only by filling out the Annex 4
Please indicate Price Information ONLY in your ECONOMIC OFFER NOT in
ADMINISTRATIVE DOCUMENTS as that will invalidate your proposal.**

8 SUBMISSION DEADLINE

Bids drawn up pursuant to the rules of the Call for Bids and the specifications herein, must include all the documentation indicated and must be submitted to:

ITALIAN TRADE AGENCY
777 Post Oak Blvd., Suite 320
Houston, TX 77056 USA
Att: mr Fabrizio Giustarini – Trade Commissioner

The envelope containing all the documentation must be received by ITA, under penalty of exclusion, **no later than January 6th 2023 by 12:00 pm (CT).**

No offer 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 OCB.

9 EVALUATION PROCESS

The opening of the Envelope A “ADMINISTRATIVE DOCUMENTATION” will take place during an **open session, on January 10th, 2023 at 10.00 am** at the premises of the Italian Trade Agency – Houston Office. The session which may be attended only by one authorized representative from each bidding company.

The Committee will open only the bids received by the deadline according to the order they were received and will ascertain that the envelopes contain Envelope A “ADMINISTRATIVE DOCUMENTATION” Envelope B “TECHNICAL OFFER” and Envelope C “ECONOMIC OFFER”. ITA will review the documentation contained in Envelope A “ADMINISTRATIVE DOCUMENTATION”; only those bidders who follow the bidding rules contained herein will

continue to the next phase. ITA will put the results on record 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.

The Committee, in a **restricted session**, will then review and evaluate the content of Envelope B “TECHNICAL OFFER”. A score will be assigned to each bid and results will be put on record.

The opening of the Envelope C “ECONOMIC OFFER” will take place during an **open session, on January 10th, 2023 at 2.00 pm**. The session which may be attended only by one authorized representative from each bidding company.

At the end of the session, after opening all the Economic Offers, a final list will be compiled and the temporary winning company declared, subject to the submission of all requested documentation. The bidder provider with the highest overall score (which is the sum of all partial scores based on each criterion) will be the successful bidder.

ITA Houston Office will formally communicate the result of the tender to the successful bidder, asking them to provide:

- the documentation proving compliance with the established requirements to participate in the bid; if any
- the documentation that is necessary to enter into the contract.

10 SECURITY DEPOSIT

Under Italian Law (D.Lgs. 50/2016, commonly referred to as “Codice Appalti”), ITA requires the awarded company/agency to post a bond before signing the agreement to ensure the correct performance of the obligations under the contract.

The awarded company/agency will provide a performance guarantee (in a form of down payment or of an equally satisfactory instruments for the benefit of ITA) to ensure the proper performance of the service. The amount of the performance guarantee will not exceed ten percent (10%) of the overall value of the contract. The performance guarantee will be kept by ITA and returned upon termination of the contract.

In this case the winner of the bid must submit a performance surety bond or a non-transferable cashier’s that amounts **10% of the overall value of contract** before signing the agreement. The expenses to obtain the performance surety bond shall be responsibility of the bidder.

11 AWARDING OF THE BID AND CONTRACT

The winning company/agency shall have the task of providing the services described in this bid announcement.

ITA and the bid awarded company/agency shall enter a contract based on the bid price offered by the bid awarded company/agency.

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

12 OBLIGATION OF CONFIDENTIALTY

The winning company/agency agrees to consider all information, concepts, ideas, procedures, methods and/or technical data that the employees will learn during the execution of the services herein as confidential and covered by the obligation of professional secrecy. In this regard, the winning company/agency, together with its employees and consultants, agrees to adopt the necessary caution to protect the confidentiality of said information and/or documentation.

The winning company/agency must adopt all measures that ensure the safe processing of personal data, as well as the protection of the rights of natural and legal persons. The winning company/agency will not disclose, communicate, or disseminate the data acquired on account of its contractual work nor will it use said data to promote or market its own services. The only permissible use is the one provided and governed by the Call for Bids and the contractual documents.

At the same time, ITA, too, guarantees the confidentiality and secrecy of the data, information and commercial know-how contained in the documentation furnished by all bidding agencies.

13 PAYMENT TERMS

Italian law does not allow advance payments for public contracts.
ITA will provide payment according to the following schedule:

- **20% of the total amount** after signing of the contract and upon presentation of an original invoice to be paid within 30 days.

- **60% of the total amount to be divided into 10 equal monthly installments** starting from February 1st, 2023, and paid as scheduled upon presentation of an original invoice, according to the progress of the program.
- **20% balance** after the successful completion of all activities included in the contract and receipt in writing of the requested final report, upon the presentation of an original invoice to be paid within 30 days.

Payments will be made by ITA within 30 days of receipt of an original invoice made out to: ITA - Italian Trade Agency – Houston Office 777 Post Oak Blvd. Suite 320 Houston TX 77056, issued by the winning 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.

14 PENALTIES

ITA reserves the right to apply the following penalties in case of breach of contract in part or in full:

- Missed deadline/s for editorial plan submission: 2‰ of the contract per each day past the deadline.
- Missed deadline for corporate ads proposals submission: 2‰ of the contract per each day past the deadline.
- Misuse, wrong usage, and/or unauthorized use of any item/activity part of the project, creative concepts, and all related intellectual property: 2% of the contract per violation.

15 CONTRACTUAL EFFECTIVENESS

All rules and provisions contained herein are binding for the winning company/agency from the moment the bid is submitted, whereas they are binding for the ITA only after the registration of the contract.

16 RULES OF CONDUCT OF ITA AGENCY AND/OR STAFF OF THE COMPANY/AGENCY

In the execution of the contract, the awarded company/agency 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. 402/17 on 24 January 2017.

The Code of Conduct is available on the website <https://www.ice.it/it> 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 is considered serious, ITA will have the option to terminate the contract.

17 CHOICE OF LAW

This OCB and its related documents shall be governed by the laws of the State of Texas without regard to conflict of laws principles.

18 COMPETENT JURISDICTION

In the event of any dispute arising out of or in connection with this OCB, the Italian Trade Agency and the awarded company/agency shall first refer the dispute to mediation under the International Chamber of Commerce Mediation Rules.

19 PROTECTION OF PRIVACY

The awarded Agency 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 ITA-Agency at <https://www.ice.it/it/privacy>. Access to tender documents is governed by Law no. 241 of August 7, 1990.

20 WHISTLEBLOWING

By accessing the website www.ice.it - section "Whistleblowing", available at the following link: <https://ice.whistleblowing.it/#/> 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). The only subject in charge of the proceeding is **Mr. Fabrizio Giustarini - ITA - Houston, Italian Trade Commissioner.**

ITA is an Italian Government organization. The interpretation of all the foregoing terms and conditions shall be made by ITA in its sole discretion and such interpretation shall be final and binding upon all bidders.

Fabrizio Giustarini
Italian Trade Commissioner
ITA Houston Office



ANNEX 1

AWARDING OF THE CONTRACT

COMMUNICATION, MARKETING, WEB DEVELOPING, GRAPHIC AND OTHER CONTENT CREATION FOR THE EXTRAORDINARY ITALIAN JEWELRY (January 2023 – December 2023)

CIG: 95536587FB

The proposed bid must include all 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 description provided in this Open Call for Bids.

The contract will be awarded to the lowest price offer expressed.

I have received, read and understood all the material pertaining to the call for Bids for the communication, marketing and web developing services for the Extraordinary Italian Jewelry Program

(Company name)

(Print and Sign name)

(date)

ANNEX 2

AFFIDAVIT

**Under Texas Law and Italian Law (DPR 445/2000 and D. Lgs 50/2016)
“OPEN CALL FOR BIDS FOR COMMUNICATION, MARKETING, WEB DEVELOPING,
GRAPHIC AND OTHER CONTENT CREATION FOR THE EXTRAORDINARY ITALIAN
JEWELRY (January 2023 – December 2023)**

CIG: 95536587FB

STATE OF _____

COUNTY OF _____

BEFORE me, the undersigned Notary _____ on this ____ (day of the month) day of _____ (month), 2022, 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 PROPOSAL PROCEDURES”) and accept without any reservation each and every provision of the Proposal 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 existence of any legal or economic reasons that can exclude me and the company I represent from becoming General contractor and/or Subcontractor;

2. During the year preceding the publication of the bid, no corporate executive officers have resigned or being laid off or the following executive officers have been laid off (list names, DOB, residences, citizenship, role, ..) and for those individuals:
 - o To the best of my knowledge the have not being criminally condemned to fraud, money laundering, corruption, conspiracy as stated under Section 45 of CE Directive 2004/18; or
 - o There have been criminal judgements, but they are now rehabilitated
3. 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;
4. I have subscribed a liability insurance policy that is currently in effect;
5. I am not aware of any other economic or legal impediment to deal with the Italian Government.
6. I am aware that my information and data shall be stored and used by the Italian Government and waive any privacy rights.
7. I affirm that my company _____ is a full-service experience Communication/PR Agency with a proven track record of activities in the related industry
8. I affirm that we will dedicate at least one staff member as account lead to liaise with directly
9. I affirm that we have experienced working with large institutions such as governmental agencies

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 _____, 2022 by
affiant
Signature of Notary Public**

ANNEX 3

INTEGRITY PACT

Concerning the Bid for

COMMUNICATION, MARKETING, WEB DEVELOPING, GRAPHIC AND OTHER CONTENT CREATION FOR THE EXTRAORDINARY ITALIAN JEWELRY (January 2023 – December 2023)

CIG: 95536587FB

(the “Tender”)

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 777 Post Oak Blvd. Suite 320 Houston TX 77056 (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 Italian governmental branches and ramifications;

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

1 The 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 Tender 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 Tender.

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 Tender.

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

Company’s duties

4.1 The Company agrees to take all measures aimed to prevent corruption and insure that none of its employees, agents, directors, contractors, and/or representatives will promise or accept any

present of future benefit for which he/she is not entitled to, in connection with the present Tender 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 Tender.

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 Tender or related award procedure by anyone capable of influencing the decision making process of the awarding procedure.

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

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

5.2 If the Company breaches the present IP, the Tender 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 Tender.

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 Tender 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: houston@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 Texas.

7.3 This IP shall terminate when the awarded contract following the Tender 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 Houston. 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: **Fabrizio Giustarini**

ANNEX 4

CIG: 95536587FB

COMMUNICATION, MARKETING, WEB DEVELOPING, GRAPHIC AND OTHER CONTENT CREATION FOR THE EXTRAORDINARY ITALIAN JEWELRY (January 2023 – December 2023)

Economic offer

(Please note that multiple price offers will render your bid invalid)

| | |
|--|--|
| <p>The offered bid price cost all inclusive</p> | <p>In numbers: _____ In letters: _____</p> |
|--|--|

Signature _____

Company name _____

Name (in print) _____

Title _____

Date _____