

**OPEN CALL FOR BIDS  
BEAUTY MADE IN ITALY  
PUBLIC RELATIONS & MARKETING SUPPORT FOR 2020  
MARCH 2020**

**CIG 8264553CE0**

**BACKGROUND**

The Italian Trade Agency, also known as Italian Trade Commission and hereinafter referred to as “ITA”, is the government organization which promotes the internationalization of Italian companies, in line with the strategies of the Ministry for Economic Development. ITA provides information, support, and advice to Italian and foreign companies. In addition to its Rome headquarters, ITA operates worldwide from a large network of Trade Promotion Offices linked to Italian embassies and consulates and working closely with local authorities and businesses.

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

- identification of possible business partners
- bilateral trade meetings with Italian companies
- trade delegation visits to Italy
- official participation in local fairs and exhibitions
- forums and seminars with Italian experts

In the US the network operates offices in New York, Chicago, Los Angeles, Houston and Miami.

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



ITALIAN TRADE AGENCY

## BEAUTY MADE IN ITALY PROGRAM

A joint program of ITA and Cosmetica Italia, Beauty Made in Italy aims to promote the excellence, awareness, and availability of Italian beauty products and brands to the US market and consumer.

This goal is realized by educating participating companies on the particularities of the US market, by hosting promotional events and initiatives, and by creating a shared, cohesive brand and message of Italian beauty to the American market.

Beauty Made in Italy serves as a launch pad for Italian brands entering the United States and is divided into three different tracks for companies based on their experience in the US market: a **Business Incubator** for companies who are not yet distributed in the US, designed to educate early-stage companies **Brand Accelerator** to guide larger, high-potential brands with existing US distribution and, an **Italian Beauty Council** made up of beauty industry leaders and heritage brands who want to help guide the conversation and narrative on Italian beauty.

Through these divisions, the Beauty Made in Italy program provides participating Italian companies with various platforms and support to learn the unique aspects required to enter and navigate the US market.

## 1. SCOPE OF WORK

Beauty Made in Italy seeks to engage a public relations and marketing firm with preferential strong experience in the beauty, fashion, and lifestyle sector (both consumer and trade), and relationships with editors of major beauty trade and consumer lifestyle magazines in the USA market to develop communication tools for the Beauty Made in Italy brand and garner ongoing media attention for the program as well as member Brand Accelerator companies and promotional campaigns throughout the year through their deep relationships with US editors and influencers, as well as promotional event organization, production, and budget management for appropriate aligned media partners.

Selected firms must submit monthly reports on activities completed, goals achieved, media pitched, results, earned media value, and other selected KPIs. Selected firms must also work other Beauty Made in Italy vendors as needed such as social media management agency, SEM contractors, influencer marketing firms, and other digital marketing vendors when appropriate to ensure a consistent and cohesive brand and message for the program.

### Trade Media Relations Goals:

1. Attract media attention and garner press features and interest from US beauty industry trade magazines and events, retail buyers, media editors, distributors and other industry experts in an effort to position Beauty Made in Italy as the singular entry point for all things Italian beauty. To also add credibility to the program and allow for ease in relationship development in securing promotional and retailer partnerships.

1. Eight (8) monthly pitches and media advisories on creative topics promoting the Beauty Made in Italy program, Italian beauty industry, manufacturing, and Made in Italy brand.
2. Two (2) rounds of deskside appointments with NY-based beauty trade publications to introduce and promote the Beauty Made in Italy program, Made in Italy brand, and offering to Italian companies.
2. Attract additional, more established Italian beauty companies to the program to act as catalysts for additional programmatic growth and awareness for Italian beauty in the US.
3. Feature appropriate participating Business Incubator and Brand Accelerator brands and products, and garner media features and hits for the companies and the program.
4. Help conceptualize, liaise and organize all Italian Beauty Council and Beauty Made in Italy-hosted events including company showcases, panel discussions, corporate tours, mentorship programs, and networking breakfasts.

Consumer Media Relations Goals:

1. Garner and secure US media features and attract consumer attention to the excellence, awareness, and availability of Italian beauty brands and products, as well as position Beauty Made in Italy as the singular entry point for all things Italian beauty. This can be achieved through multiple channels and angles focusing on Italian beauty broadly, Italian culture and lifestyle, etc. as per identified or recommended by bidding firms.
  1. Eight (8) monthly pitches and media advisories on creative topics promoting the Beauty Made in Italy program and participating brands related to brand/company news, new product launches, Italian beauty industry, lifestyle, and culture.
  2. Four (4) US influencer mailings to the agency's own list of influencers with products from participating Beauty Made in Italy brands (must be open to any brand with US distribution), including campaign creative, mailing fees, follow up, etc.
2. Secure US media and placements to position Italian beauty as top of mind and in the consideration set for American consumers through demonstrating the excellence, creativity, and innovation of the products and brands.
3. Generate interest and awareness of the Italian beauty industry, lifestyle, and culture, as similar to current market interest in South Korean or Japanese beauty.
4. Represent Brand Accelerator companies (currently 12 brands but could expand to up to 22 or more in 2020) including:
  - a. Inclusion in all group Beauty Made in Italy promotional activities focused on Italian beauty and lifestyle, program updates and news, etc.
  - b. Monthly group pitches or media advisories for Beauty Made in Italy brands
  - c. Inclusion in group influencer mailings (at least four (4) per term of contract)
  - d. Individual pitches for new product launches (one (1) per brand per term of contract)
  - e. Inclusion in Beauty Made in Italy social media channels and activities
  - f. All follow-up and editor relations with interested media
  - g. Clippings of all featured media both digital and print sent to companies

- h. Quarterly and annual reports of PR activities for each company
- i. Access to promotional events such as VIP sampling opportunities, influencer events, Italian Beauty Council events, etc., in the USA market
- j. Access to the awarded PR firm's team to ask questions to the team, obtain feedback, etc.

Event Coordination and Production Goals:

1. Propose Beauty Made in Italy promotional calendar of events for 2020 that engages US retail buyers, media editors, influencers, industry experts, and consumers in an effort to position Beauty Made in Italy as the central home for all things Italian beauty. All events proposed must be approved by the Beauty Made in Italy team prior to work commencing and funds allocated.
  1. Proposed calendar must include the following:
    1. At least one (1) Italian Beauty Council event conceptualized and produced by the awarded firm.
    2. At least three (3) brand activations or sponsored events that Beauty Made in Italy brands can participate in as exhibitors or sponsored/featured brands.
  2. Design, coordinate, and produce at least one (1) event for Beauty Made in Italy program and participating brands under Italian Beauty Council banner as either a panel discussion, fireside chat, or other approved format including stage and chair rentals, floral, decor, catering, AV, photography/videography and other event production as needed. These events should also include professional photography (at least 40 edited images per event), and at least one professional edited highlight or sizzle reel recapping the event, speaker highlights, and atmosphere.
  3. Research, recommend, negotiate, and oversee Beauty Made in Italy participation in at least three (3) brand activations or sponsorship of aligned events with media, retailers, or other key partners to promote Beauty Made in Italy program and participating brands to key markets and consumers. This will include all Beauty Made in Italy company/brand liaising, solicitation, sample collection, gift bag assembly, and follow up.
  4. All events must include the following creative assets:
    1. Event brief shared with all participating brands and partners
    2. Photography (at least forty (40) professionally edited images per event)
    3. Videography (at least one (1) professionally edited highlight or sizzle reel per event) recapping each event, participants, displays, etc.
  5. All brand activations, sponsored partner events, and Beauty Made in Italy-hosted events must be recapped via submitted report including all content created from attendees and professionals, attendance lists, media outcomes and features, lists of participating Beauty Made in Italy brands, and shared folder with content to be distributed to participating brands.
  6. Represent Beauty Made in Italy in brand activations, sponsored partner, or program-hosted events (up to five per term of contract) including all travel, lodging, and

expenses related to each trip. All travel will be domestic and could include promotional pop ups, launch events, and more.

**Required Deliverables:**

1. Monthly status reports including publications pitched, response/feedback, and earned media value per hit, as well as all press/media clippings as PDFs and links, and standard PR management KPIs, event coordination/production updates, as well as progress and updates on brand activations and sponsorships.
2. Calendar of 2020 Beauty Made in Italy events including conceptualization, production, event briefs, and partner liaison for all Beauty Made in Italy events, brand activations, and sponsored events including:
  1. At least four (4) events in contract term
    1. One (1) Italian Beauty Council event
    2. At least three (3) brand activations or sponsored events where Beauty Made in Italy brands may participate
  2. All events must include the following creative assets/deliverables:
    1. Event brief shared with all participating brands and partners
    2. Photography (at least forty (40) professionally edited images per event)
    3. Videography (at least one (1) professionally edited highlight or sizzle reel recapping each event, participants, displays, etc.
    4. Usage rights through perpetuity for all photography and videography
3. A year-end/final report including a recap of entire agency engagement and activities including:
  - a. Agreed upon metrics and KPIs
  - b. All clippings and features from media relations
  - c. Event recaps including earned media, attendance, outcomes, and content created
  - d. Executive summary of work and results

**PROJECT TIMEFRAME**

Project Start Date: May 1st , 2020

Project End Date: December 1st , 2020

**2. BUDGET**

There is a maximum budget of **\$ 160,000 USD** for this project.

This budget is inclusive of all agency fees, event budgets, sponsorship and other fees, including:

- event budget and all event production components including but not limited to space rental, displays, design services, decor, floral, photography/videography, event staff, catering, event insurance, invite design, AV, creative assets, and more
- social media management and/or content development platforms as needed for event social media content development
- deliverable development including reports, visual graphs, infographics, etc.
- postage and/or courier fees for all media, influencer and other mailings
- content production and photo/video/music usage rights
- any per diem or personal/business expenses including travel required (including flights and lodging) to represent Beauty Made in Italy at sponsored or hosted events throughout the year domestically

### 3. TECHNICAL AND PROFESSIONAL CAPACITY REQUIREMENTS

ITA – Italian Trade Commission New York is seeking a full service partner. Due to the small size of our team, we seek a collaborative partner to ideate and co-create for all aspects of the event production process.

1. A full service, experienced public relations and marketing agency with demonstrated, existing relationships with US market beauty trade and consumer media and press, with a proven track record of securing features and earned media in top US digital and print publications, such as:
  1. Consumer Publications
    1. Allure, Elle, Vogue, Harper's Bazaar, Women's Wear Daily, Glamour, Self, etc.
  2. Trade Publications
    1. Women's Wear Daily, Business of Fashion, Cosmetics Business, Glossy, GCI, Happi, BeautyIndependent, and more.
2. Bidding firms must have demonstrated experience in selecting, organizing, and managing brand activations or sponsored partner events such as retail pop ups, award shows, gifting suites, influencer events, as well as management of educational and economic development campaigns with institutional partners.
3. Bidding firms must have relationships with key American and US-based influencers, tastemakers, and be members of NYC, LA, and Miami social scenes to invite to events, seed products and samples to, and keep abreast of Beauty Made in Italy program.
4. Firms must provide media and influencer outreach, partner liaising, media monitoring and reporting, deskside support, speaker preparation, and media training as needed to participating companies.
5. Firms must provide at least one dedicated staff member as account lead to which Beauty Made in Italy team will liaise with directly.
6. Bidding firms must create and provide all social media content creation from promotional and educational events, including videos, gifs, interviews, etc. for Instagram Stories and Instagram Live, as well as static photos, videos, gifs, etc. to post post-event. Selected

firms must work with a social media management agency or Beauty Made in Italy team to send event content and/or post directly to channels while on-site for all events.

7. Bidding firms must have flexibility in working with large institutions such as governmental agencies with various constraints, processes, and procedures.
8. Bidding firms with Italian culture, language, and business environment, including experience in working with Italian brands, businesses, and executives will be given preference.

## 4. SELECTION CRITERIA

We will be making our selection based on the **greatest discount offered**.

Please use the attached **Annexes** to submit your bid.

**Only bids that discount off the maximum price ceiling of \$160,000.00 will be considered.**

**Please be advised that any bid that is lower than 4/5th (80%) of the max ceiling will be considered “anomalous” and will subsequently require the bidding company to explain how they are able to achieve such pricing. Multiple bids will be cause for exclusion.**

## 5. SUBMISSION DEADLINE

Bids, in Italian or English, drawn up pursuant to the rules of the Call for Bids and the specifications herein, must include all the documentation indicated below and, under penalty of exclusion, must be received no later than **April 23rd, 2020 by 1:00 pm (EST)**.

**Due to the current COVID-19 emergency, Bids must be only delivered by hand upon request of appointment.**

**Please call the following numbers to arrange a date for delivery your bid:**

**Paola Guida, +1 (516)-851-8842**

**Ferdinando Gueli, +1 (917)-291-2704**

The envelopes containing the bids will be listed in a special register, showing date and delivery time.

Delivery of the envelope is at the sender's sole risk in case the envelope is received after the deadline for any reason whatsoever.

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 Call for BIDS.





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Bids, **under penalty of exclusion**, must be received in one single, sealed envelope, which must be signed on the flap closure and bear on the outside the sender's address (legible address and telephone and/or fax number) and the following caption:

**“CONFIDENTIAL - Do Not Open. Bid Documents: BEAUTY MADE IN ITALY  
PUBLIC RELATIONS & MARKETING SUPPORT FOR 2020”  
” - RE. 0031489/20 Identification Code of Tender: CIG: [8264553CE0]**

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

**Please submit your proposal by 1:00 pm on than April 23rd 2020 at the following address:**

**Italian Trade Commission  
33 East 67th Street  
New York, NY 10065 – 5949**

## **6. BID PROCEDURES**

The bid must consist of **three (3) sealed envelopes** (one outer envelope which will contain two inner envelopes labeled: A for Administrative, B for Financial)

The **Outer** envelope or package, under penalty of exclusion, must contain the following:

Two sealed envelopes, signed on the flap closures, each bearing the sender's address and, respectively, the captions: "A - Administrative Documentation " and "B – Financial Bid".

Please write the following two items on this outer envelope/package:

**Your company's name**

**“CONFIDENTIAL - Do Not Open. Bid Documents: BEAUTY MADE IN ITALY  
PUBLIC RELATIONS & MARKETING SUPPORT FOR 2020”  
” - RE. 0031489/20 Identification Code of Tender: CIG: [8264553CE0]**

### **ENVELOPE A**

One Envelope marked **ENVELOPE “A ”**: [indicate **NAME of the COMPANY**]  
**"Administrative Documentation"**. This envelope must contain:

1. **ANNEX 1 (page 13) duly signed for acceptance**
2. **ANNEX 2 (page 14) Affidavit under New York and Italian Law (DPR 445/2000 and D.Lgs. 550/2016) ;**
3. **ANNEX 3 (page 16) Integrity Pact clause (refers to the Corruption of Foreign Public Officials Act, S.C. 1998, c. 34, and the United States' Criminal Code);**
4. **A copy of the signer's valid 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**

One marked: **ENVELOPE “B”**: [indicate **NAME** of the **COMPANY**] **“ECONOMIC OFFER”**

This envelope must contain the following.

Your **“all Inclusive Economic Offer”** only using

1. **ANNEX 4** (page 21) .
2. **ANNEX 5** (page 22)

**Multiple offers will not be considered**



Please indicate **price information ONLY in your ECONOMIC OFFER (ENVELOPE “B”)** and not in your ADMINISTRATIVE DOCUMENTATION as that will invalidate your proposal.

## **7. EVALUATION PROCESS**

The opening of envelope “A - Administrative Documentation” will take place during an **open session**, which may be attended only by one authorized representative from each bidding agency.

The ITA’s Authorized Officer (henceforth AO) will open only the bids received by the deadline, according to the order they were listed in the Register and will ascertain that the envelopes contain envelope “A - Documentation”, “B - Financial Bid”. The AO will then review the documentation contained in envelope “A - Documentation”; only those bidders who are in compliance with the bidding rules contained herein will continue to the next phase. The AO will put the results on record and at the end of the public session, the minutes will be taken.

**Ascertainment of failure to show compliance with the requirements will disqualify companies from bidding**

The AO, **in an open session**, will then review and evaluate the contents of envelopes “B - Financial Bid”, putting the results on record.

The bidding company with the lowest overall bid and with a discount that does not exceed 4/5<sup>th</sup> of the auction base will be declared the winning company.

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

In case of equal financial offers among two or more bidders, during the public session the ITA's officer in charge of the bid procedure will be requesting the representatives of the bidding companies attending the session whether they would like to submit a revised downward offer.

In that case the bid will be awarded to the company that will offer the lowest price . If none of the bidding companies are represented during the public session, ITA will follow the procedure outlined in art. 77 of R.D. 827/1924, including, if necessary, a formal drawing of lots, during a new public session, in order to select the awarded bidding company among those who presented the lowest but equal best offers.

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

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

## 8. PAYMENT TERMS (VERY IMPORTANT)



Italian law does not allow advance payments for public contracts. Therefore, the payment schedule will be in three tranches and must comply with the following specific criteria:

- 20% will be paid upon receipt of invoice and within 30 days from contract signing.
- 50% paid by August 31st, 2020.
- 30% paid upon the successful conclusion of the program and receipt of the requisite final report.

Further instructions regarding the invoicing will be included in our contract letter to the winning company.

It is understood that the terms of payments will not apply in case of default (and resulting penalties) during the execution of services by the winning company. In that case, the terms of payment will apply from the date on which the problem has been remedied and after ascertaining that no penalties apply. Payment will be issued upon receipt of an original invoice. We prefer to make payment via ACH. Please note that our office is part of the official Mission of Italy to the United States and is exempt from paying tax on purchases over \$ 325.00.

Payments will be made by ITA upon submission of original invoices, made out to ITA - Italian Trade Commission – New York Office, 33 East, 67th Street, New York, NY 10065, 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.

## 9. 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 (\$16,000.00)** before signing the agreement. The expenses to obtain the performance surety bond shall be the responsibility of the bidder.

## 10. 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;
- 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 the RUP (Responsabile Unico del Procedimento) **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 the 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.

If you have any questions regarding this tender, please contact:

Paola Guida,  
Head of Division  
Fashion & Beauty  
Italian Trade Commission New York Office  
Email to: [p.guida@ice.it](mailto:p.guida@ice.it)

Cordially,

Antonino Laspina  
Italian Trade Commissioner  
Executive Director for the USA  
**[SIGNED IN ORIGINAL]**



## **Annex 1**

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

### **AWARDING OF THE CONTRACT**

#### **BEAUTY MADE IN ITALY - PUBLIC RELATIONS & MARKETING SUPPORT FOR 2020**

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 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 **BEAUTY MADE IN ITALY PUBLIC RELATIONS & MARKETING SUPPORT FOR 2020 - CIG: [8264553CE0]**

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(Company name)

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(Print & Sign name)

**Annex 2**

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

**AFFIDAVIT**

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

**BEAUTY MADE IN ITALY PUBLIC RELATIONS & MARKETING SUPPORT FOR 2020  
CIG: 8264553CE0**

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 **PROPOSAL PROCEDURES**) and accept without any reservation each and every provision of the Proposal Procedures.



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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 corporate executive officers have been laid off (list names, DOB, residences, citizenship, role ...) and for those individuals:
  - a. To the best of my knowledge they have not being criminally condemned to fraud; money laundering; corruption; conspiracy as stated under Section 45 of CE Directive 2004/18; or
  - b. There have been criminal judgments 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 experienced event production agency with a proven track record of building out and coordinating corporate events in the beauty, fashion and lifestyle 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.
- 10.

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

**INTEGRITY PACT**

Concerning the Bid for  
**BEAUTY MADE IN ITALY PUBLIC RELATIONS & MARKETING SUPPORT FOR 2020**  
**CIG: 8264553CE0**

*(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”);

**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 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 ensure 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](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 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.



ITALIAN TRADE AGENCY

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 & PLACE, \_\_\_\_\_

**COMPANY** \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed name: \_\_\_\_\_

**ITALIAN TRADE AGENCY**

By: \_\_\_\_\_

Title: Trade Commissioner

Printed Name: **Antonino Laspina**

## **Annex 4 – ECONOMIC OFFER FORM**

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

**CIG: 8264553CE0**

### **BEAUTY MADE IN ITALY PUBLIC RELATIONS & MARKETING SUPPORT FOR 2020 Economic Offer**

**Please note: We will be making our selection based on the greatest discount offered. Only bids that discount off the max. ceiling of \$160,000.00 will be considered. Please be advised that any bid that is lower than 4/5th (80%) of the max ceiling will be considered “anomalous” and will subsequently require the bidding company to explain how they are able to achieve such pricing. Multiple bids will be cause for exclusion.**

**Enter your bid in the box =====>>>>>>**

**Signature**

**Company**

**First and last name (legible)**

**Location**

**Date**

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**Personal data processing in accordance with Regulation (EU) 679/2016.**

*Your personal data are processed by automated means for institutional, administrative and accounting purposes. The Italian Trade Agency is the data controller. For further information regarding your personal data processing, please visit the following page on ITA website: <https://www.ice.it/en/privacy>.*

**Annex 5 – COST BREAKDOWN**

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

**CIG: 8264553CE0**

**BEAUTY MADE IN ITALY PUBLIC RELATIONS & MARKETING SUPPORT FOR 2020**

**FOR INFORMATION PURPOSE ONLY**

The bidders have to include a breakdown between the agency fees for media relations and required deliverables and the production budget for the events requested as well.

**AGENCY FEE**

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**PRODUCTION BUDGET COSTS**

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**Signature**

**Company**

**First and last name (legible)**

**Location**

**Date**

_____
_____
_____
_____
_____

**Personal data processing in accordance with Regulation (EU) 679/2016.**

*Your personal data are processed by automated means for institutional, administrative and accounting purposes. The Italian Trade Agency is the data controller. For further information regarding your personal data processing, please visit the following page on ITA website: <https://www.ice.it/en/privacy>.*