



New York, September 23, 2022

## OPEN CALL FOR BIDS

### **“BACCHUS IS ITALIAN” - PROMOTIONAL PROJECT AIMED AT PROMOTING THE PAIRING OF ITALIAN WINE WITH ITALIAN, INTERNATIONAL, AND LOCAL CUISINES**

**October - November 2022**

CIG: 94177805E9

COAN: U201C071F1

## BACKGROUND

The Italian Trade Agency (ITA) is the government organization that promotes the internationalization of Italian companies, in line with the strategies of the Ministry of Foreign Affairs and International Cooperation. The ITA provides information, support, and advice to Italian and foreign companies. In addition to its Rome headquarters, the ITA operates worldwide from a large network of Trade Promotion Offices linked to Italian embassies and consulates and works closely with local authorities and businesses.

The 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 Italian Trade Agency and its presence in Italy and the world, please visit our website: [www.ice.it/en](http://www.ice.it/en) (English), [www.ice.it](http://www.ice.it) (Italian).

#### Italian Trade Commission - New York

Trade Promotion Section of the Consulate General of Italy

33 East 67th Street

New York, NY 10065-5949

T 212-980-1500 F 212-758-1050

E-mail: [newyork@ice.it](mailto:newyork@ice.it)

This invitation for bid is published on the ITA New York website also in order to increase the number of potential service providers in the Vendor Registration Portal. For more information, please consult <https://www.ice.it/en/markets/usa/new-york/vendor-registration-portal>.

## INTRODUCTION

This Open Call for Bids issued by the Italian Trade Agency, New York Office (hereinafter referred to as the “ITA”) summarizes here the background, scope, objectives, process, and timeline for the requested service aimed to promote the expansion of pairing Italian wine with Italian, international and/or local specialties in addition to Italian classics through a “glamour”/educational project hitting six US cities. Food and wine experts will take members of trade and press on a journey of discovery into the overriding characteristics of Italian wines and liquors, and how their many varieties and flavor profiles enhance those of pairing dishes.

The style of communication will be characterized by elements of cross-cultural nature represented by Bacchus Di Caravaggio in an Andy Warhol version for both the production of information and promotional material that will be provided by the ITA.

## SCOPE OF WORK

The initiative, which aims to spread knowledge and raise awareness and appreciation for Italian wines, will reach diverse food scenes by:

- Scouting prestigious locations with in-house catering services (i.e., banquet halls, cocktail/wine bars) or prominent restaurants of Italian, international, or local culinary specialties available to host **one two-hour dinner event for a minimum of 50 guests in each city (6 total)**. Preference will be given to locations with an accredited or experienced sommelier that can execute the following:
  - Conduct a **masterclass presentation and guided tasting of Italian wines paired with a menu of up to 12 different small plates (tasting size)**.
  - In case the selected location doesn't have a sommelier, the ITA will assign a qualified expert in Italian wine and Italian, international, and local food pairings, to conduct the masterclass presentation and guided tasting of Italian wines paired with a menu of 12 (maximum) different small plates (tasting size).
    - **The sommelier must work closely with the head chef or ITA in selecting a dedicated food and wine pairing tasting menu**
- Carrying out a promotional campaign highlighting the events and featured pairings leading up to and following the promotional *World Week of Italian Cuisine* (Settimana della Cucina Italiana nel Mondo) happening November 14-20, 2022.

Specifically, the bidding agency must provide the following:

1. EVENT Management
  1. Present the ITA with a list of potential, adequate experts/sommeliers/wine professionals to conduct the presentation and tasting dinner.
  2. Scout a minimum of 3, and a maximum of 5 locations in the following six US cities: **New York, NY, Chicago, IL, Miami, FL, Dallas, TX, New Orleans, LA, and San**

- Jose, CA.** The agency must present the list for the ITA to select the venue/restaurant in each city.
3. Subsequently, present, obtain the approval, and negotiate the event conditions with each location selected by ITA; ITA is responsible for the contract with each location including buy-out, food/beverage, sommelier, A/V equipment, etc.
  4. Event Signage
  5. Distribution of promotional materials to guests (will be provided by the ITA)
  6. Photography
  7. Management on-site before, during, and after the events
2. ATTENDEE Management
1. Must possess a proprietary mailing/contact list from the expected catchment area for the selected site locations
  2. Must guarantee a minimum of 50 attendees at each of the six events
  3. Development and distribution of e-blast invitations
  4. Receive and process RSVPs and provide a report to the ITA with all the collected data
3. POST-EVENT Marketing/Reporting
1. Participant email “thank you”
  2. Post-event Survey
  3. Final report/full recap of the initiative inclusive of photos, a list of participants and contact information per city, complete press coverage/clippings, testimonials, etc.

More event requirements/details:

- Coordinate a press conference to kick off the initiative at the ITA New York office and ensure the participation of at least 15 members of the press and hospitality professionals
- One-night, full buy-out of the restaurant or hospitality venue that has the capacity to handle events of an elevated image, accommodate a minimum of 50 guests who will include members of the press, hospitality professionals, prominent food and beverage influencers/bloggers, and specialty food retail personnel. **The ITA will separately make contracts with each location for the 6 events.**
- Each dinner must feature an ITA-approved tasting menu of 10-12 small plates unique to the restaurant/country of food that is offered alongside an Italian wine pairing (to include Prosecco, reds, whites, rose’, typical Italian spirits and liquors, from as many Italian regions as possible)
- The agency is responsible for conducting a mini PR campaign with local media/news outlets promoting the initiative

## BIDDER REQUIREMENTS

Bidding firms must meet the following requirements.

1. Must be a US-based company with EIN issued by the Internal Revenue Service
2. Must possess liability insurance more than \$1,000,000
3. Must possess Cancellation Insurance



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4. Must be a full-service experienced agency/association/organization with a proven track record of building out and coordinating events in the hospitality industry preferably dealing with Italian restaurants.
5. Must have extensive experience in organizing similar events (master classes, seminars, etc.) virtual or in-person.
6. Must be able to dedicate at least one staff member to act as account lead to liaise with directly.
7. Must have experience working with large institutions including but not limited to governmental agencies with various constraints, processes, and procedures.
8. Must provide a company profile showcasing case studies, client testimonials, etc.

## BUDGET

The ITA is a tax-exempt organization. Due to governing Italian laws, ITA must follow strict procedural requirements in terms of assembling this Open Call for Bids and awarding the contract.

**The budget for this project must be no greater than \$ 120,000.00 USD (equal to €119.136,00 at the official exchange rate of 0.9928 for the month of September 2022 by Banca d'Italia) inclusive of all vendor fees, agency fees, usage rights, shipping, rentals, set up, etc. complete turnkey pricing.**

## SELECTION CRITERIA

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.

We will be making our selection based on the greatest discount offered and whether all conditions are satisfactorily met. Please use the attached **Annex 2** to submit your bid. Only bids that discount the maximum price ceiling of \$120,000.00 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.

## SUBMISSION DEADLINE

Bids, in 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 **October 11, 2022, by 12 pm (EST)**.

Bids should be delivered in a manner as to guarantee a record of the delivery date and time (FedEx, UPS, etc.) or they may be delivered by hand on weekdays at the following times: Monday through Friday 9:00 am – 1:00 pm and 2:00 pm– 5:00 pm.



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The envelopes containing the bids will be listed in a special register, showing the 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.

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, telephone number, and email address**) with the following caption:

**“CONFIDENTIAL - Do Not Open. Bid Documents: “BACCHUS IS ITALIAN” - PROMOTIONAL PROJECT AIMED AT PROMOTING THE PAIRING OF ITALIAN WINE WITH ITALIAN, INTERNATIONAL, AND LOCAL CUISINES” - Identification Code of Tender: CIG: [94177805E9]**

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

**Please submit your proposal by 12:00 pm EST on October 11, 2022, to the following address:**

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

## **PROPOSAL 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 be signed on the flap closure and bear on the outside the sender's address (legible address and telephone number and email address)** and 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:

1. Your company's name
2. **“CONFIDENTIAL - Do Not Open. Bid Documents: “BACCHUS IS ITALIAN” - PROMOTIONAL PROJECT AIMED AT PROMOTING THE PAIRING OF ITALIAN WINE WITH ITALIAN, INTERNATIONAL, AND LOCAL CUISINES - Identification Code of Tender: CIG: [94177805E9]**

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

1. Annex 1 (page 11) duly signed for acceptance.
2. Annex 3 (page 13) Affidavit under New York and Italian Law (DPR 445/2000 and D.Lgs. 550/2016).
3. Annex 4 (page 15) 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.

One marked: ENVELOPE “B”: [indicate NAME of the COMPANY] “Financial Bid”

This envelope must contain:

Your “all Inclusive Financial bid” only using ANNEX 2 located on page 12 of this document.

[Multiple offers will not be considered and will result in exclusion](#)

Please indicate price information ONLY in your FINANCIAL BID and not in your ADMINISTRATIVE DOCUMENTATION as that will invalidate your bid.



## EVALUATION PROCESS

The opening of envelope “A - Administrative Documentation” will take place during an **open ONLINE session on October 13, 2022, at 9:30 am EST**, 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 envelopes “A - Documentation”, “B - Financial Bid”. The AO will then review the documentation contained in envelope “A - Documentation”; only those bidders who are following 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 ONLINE 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 the 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 the art. 77 of R.D. 827/1924, including, if necessary, a formal drawing of lots, during a new public session, 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 the contract.

## **PAYMENT TERMS (VERY IMPORTANT)**



**Italian law does not allow advance payments for public contracts. Therefore, the payment schedule must comply with the following specific criteria:**

- **20% will be paid upon contract countersignature and receipt of an original invoice**
- **50% paid 30 days after the signature of the contract**
- **30% paid upon the successful conclusion of the program and receipt of the requisite final report by November 30, 2022**

**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 payments 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.**

## 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** before signing the agreement. The expenses to obtain the performance surety bond shall be the responsibility of the bidder. This deposit is required to begin the contract and will be returned, without interest, upon the successful completion of the contract and following written request.

## PRIVACY

Based on article 13, paragraph 1, of Legislative Decree 196/2003, in relation to the proceedings started for the 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 the foregoing terms and conditions shall be made by ITA at 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 the power to irrevocably withdraw the present invitations to bid and 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 remedy based on law or equity that you may have at the time ITA decides or is forced to withdraw therefore annul the awarding procedure.***



**Rules of conduct of contractors and 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, ITA will have the option to terminate the contract if the same is considered serious.

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 who had occupied a management role in the 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

Angela Di Nardo  
Food & Wine Department  
Italian Trade Agency New York Office  
Email to: [a.dinardo@ice.it](mailto:a.dinardo@ice.it)

Cordially,

Antonino Laspina  
Italian Trade Commissioner  
Executive Director for the USA

**Annex 1**

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

**AWARDING OF THE CONTRACT**

**“BACCHUS IS ITALIAN” - PROMOTIONAL PROJECT AIMED AT PROMOTING THE PAIRING OF ITALIAN WINE WITH ITALIAN, INTERNATIONAL, AND LOCAL CUISINES**

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 **“BACCHUS IS ITALIAN” - PROMOTIONAL PROJECT AIMED AT PROMOTING THE PAIRING OF ITALIAN WINE WITH ITALIAN, INTERNATIONAL, AND LOCAL CUISINES - CIG: [94177805E9]**

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

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

**Annex 2 – ECONOMIC OFFER FORM**

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

**“BACCHUS IS ITALIAN” - PROMOTIONAL PROJECT AIMED AT PROMOTING THE PAIRING OF ITALIAN WINE WITH ITALIAN, INTERNATIONAL, AND LOCAL CUISINES**

**CIG: 94177805E9**

**Please note: We will be making our selection based on the greatest discount offered. Only bids that discount off the max. a ceiling of \$120,000.00 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.**

**Economic Offer**

**Enter your bid in the box below:**

<p><b>The offered bid price cost all inclusive</b></p>	<p>Number:</p>  
	<p>Printed:</p>  

(In number and printed)

**Signature**

\_\_\_\_\_

**Company**

\_\_\_\_\_

**First and last name (legible)**

\_\_\_\_\_

**Location**

\_\_\_\_\_

**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 the ITA website: <https://www.ice.it/en/privacy>.*



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**Annex 3**

**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)**

**"BACCHUS IS ITALIAN" - PROMOTIONAL PROJECT AIMED AT PROMOTING THE PAIRING OF ITALIAN WINE WITH ITALIAN, INTERNATIONAL, AND LOCAL CUISINES  
CIG: 94177805E9**

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

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

BEFORE me, the undersigned Notary \_\_\_\_\_ on this \_\_\_\_ (day of the month) day of \_\_\_\_\_ (month), 2021, 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 provision of the Proposal Procedures.

1. I am aware that because of bidding with the Italian Government, we must abide by domestic, federal, and foreign regulations and 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.



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2. During the year preceding the publication of the bid, no corporate executive officers have resigned or been 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 been criminally condemned to fraud; money laundering; corruption; or 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 (provide a list) and each one of them shall submit a similar affidavit.
4. I have subscribed to a liability insurance policy that is currently in effect.
5. I am not aware of any other economic or legal impediment to dealing 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 **optical industry**.
8. I affirm that we will dedicate at least one staff member as an account lead to liaise with directly.
9. I affirm that we have experience 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 4

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

### INTEGRITY PACT

Concerning the Bid for

**"BACCHUS IS ITALIAN" - PROMOTIONAL PROJECT AIMED AT PROMOTING THE PAIRING OF ITALIAN WINE WITH ITALIAN, INTERNATIONAL, AND LOCAL CUISINES**  
**CIG: 94177805E9**

*(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 one 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 US soil, is committed to guaranteeing integrity and transparency and establishing 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 the 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 is committed to ensuring 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 an integral part of this IP, are not separable, and have full legal significance.

Integrity, loyalty, transparency, and fairness duties

2.1 Parties shall ensure 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, or 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 ensure 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 ensure 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 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, the Company shall disclose all payment transactions and related information involving an award procedure in a timely manner.

5.5 In case of a breach, ITA shall exclude the Company for three (3) years for participation in any Bid or public contract awarding procedure.

5.6 If ITA breaches its IP duties, ITA shall ensure 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 the 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 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 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. If 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 of 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. The 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 for this IP. As used herein, "actual attorneys' fees" or "attorneys' fees actually incurred" means the full and actual costs of any legal services performed in connection with the matter for which such fees



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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 several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this IP the day and year first above written.

DATE \_\_\_\_\_

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

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

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

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

**ITALIAN TRADE AGENCY**

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

Title: Trade Commissioner

Printed Name: **Antonino Laspina**

