

Los Angeles Office

Prot. 0123189/22 Date October 24th, 2022 CIG: 9456275CFB RUP: Alessandra Rainaldi CO.AN:Various

CO.GE: 65.15.02.003, 65.15.02.004, 65.15.02.011

C.d.C: 3CB2

INVITATION FOR BID (IFB)

Digital Marketing and Social Media Management Strategy and Execution Framework contract for twenty-four months (24 months) (Pursuant to art. 7 co.2, lett.b) - D.M.192/2017)

ITA - Los Angeles Office (hereinafter "ITA") organizes the Italian participation at several events, including trade shows, conferences, exhibitions and more, in order to promote the "Made in Italy" brand, selected Italian companies and their products and services.

To enhance the areas of digital marketing and social media management, ITA is looking for a specialized vendor, who can support with the definition and execution of a digital marketing and social media strategy and services for our promotional initiatives to be organized during the framework contract period, in order to assist us in reaching the following goals:

- Build brand awareness about "Italy" and its different "main industries".
- Enhance and expand the reputation of "Italian excellence" in the United States.
- Promote the "Made in Italy" brand and the Italian companies that are present at our events
- Promote the <u>Italian Trade Agency</u> as the leading agency and reference point to connect businesses with opportunities

1. BACKGROUND

ITA – Italian Trade Agency (https://www.ice.it/en/) is the Governmental agency that supports the business development of Italian companies abroad and promotes the attraction of foreign investment in Italy. ITA is headquartered in Rome and operates with a network of offices worldwide linked to Italian Embassies and Consulates and works closely with local authorities and businesses. In the US, ITA is present in the following cities: New York, Chicago, Los Angeles, Houston and Miami.

2. AWARDING ENTITY

The Italian Trade Agency (ITA) - Los Angeles Office – Trade Promotion Section of the Consulate General of Italy - is located at 1900 Avenue the Stars, Suite 350 - 90067 Los Angeles (California), Mrs. Alessandra Rainaldi, Trade Commissioner - Email: losangeles@ice.it, Tel +1 (323) 879-0950; Fax +1 (310) 203-8335 – www.ice.it.

3. SERVICES REQUESTED

ITA - Trade Promotion Section of the Consulate General of Italy 1900 Avenue of the Stars, Suite 350 Los Angeles, CA, 90067 T (323) 879 0950 F (310) 2038335 E-mail: losangeles@ice.it www.ice.it/en

Certificate N. 38152/19/S ISO 9001 / UNI EN ISO 9001:2015





The Digital Marketing and Social media Management Strategy and Execution must include the following services:

3.1 EVENT MARKETING - Full package (for each specific event)

- An all-inclusive set of services to promote the participation of ITA or the Italian delegation to a specific event (trade show, fair, conference, workshop and more) which includes:
 - O Digital marketing strategy (including social media) management before, after and during the event.
 - Digital Marketing Campaign including social media posts before, after and during the event
 - O Content creation, including the copywriting (both in Italian and in English) and the graphics elements (stories, cover images and more)
 - A 20-minute video catalog with editing of videos provided by ITA.
 - The videos will be a montage of company profile videos, sent by the exhibiting companies and introducing each of them and their projects or products or services that will be presented at the show.
 - Language for the video is both Italian and English, horizontal format, or landscape mode.
 - A 3-minute video trailer to promote the event and ITA as organizer with <u>stock footage</u> <u>and voiceover</u>
 - Language for the video is both Italian and English, horizontal format, or landscape mode.
 - N. 3 (three) 1-minute videos to promote the event on social medias with stock footage and voiceover, before the event
 - Language for the video is both Italian and English, horizontal format, or landscape mode.
 - O A 2-minute video reportage for each day of the show (up to 4 days) to summarize the activities of the day with <u>live footage</u> and photo of the event
 - Video is a creative collage of the most important activities of the day (like speeches from Italian and US representatives at the event, quick interviews to the exhibiting companies, and other significative moments)
 - O Presence of professionals during the event for <u>live footage</u>, <u>photo and assistance</u> (please <u>include in the cost all the travel expenses such as transportation</u>, and <u>full board accommodation</u>), for an event duration up to 4 days and that can be located in any US State.

An all-inclusive total cost should be provided for this package of services, which will be paid on a per-event basis.

3.2 DIGITAL MARKETING AND SOCIAL MEDIA CAMPAIGN (for each specific event)

- A comprehensive digital marketing and social media campaign to promote the participation to <u>a specific event</u> (webinar, conference, Italian week, and more) which includes:
 - Digital marketing strategy (including social media) management before, after and during the event.
 - o Digital Marketing Campaign including social media posts before, after and during the event
 - Social Media Content Calendar, in terms of how many posts per week and which platforms are involved (LinkedIn, Facebook, Twitter, YouTube preferred)
 - Content creation, including the copywriting (both in Italian and in English) and the graphics elements (stories, cover images and more)
 - Project management and report
 - o <u>Dedicated assistance</u> from social media experts



An all-inclusive total cost should be provided for this package of services, which will be paid on a per-event basis.

3.3 OTHER SERVICES (please provide "per-unit price" for the performance of each service)

- 3.3.1 Email Newsletter / invite with copywriting and graphic design
- **3.3.2** A Video catalog, approximate duration: 20 minutes with editing of videos <u>provided by ITA</u>.
 - The videos will be a montage of company profile videos, sent by the exhibiting companies and introducing each of the companies or projects that we bring to the event.
 - Language for the video is both Italian and English, horizontal format, or landscape mode.
- 3.3.3 A 3-minute video to advertise the event with stock footage and voiceover
 - o The focus of this video is to introduce the event and the presence of ITA
 - Language for the video is both Italian and English, horizontal format, or landscape mode.
- **3.3.4** A 1-minute video to promote one event on social medias <u>with stock footage</u> and <u>voiceover</u>, before the event
 - Language for the video is both Italian and English, horizontal format, or landscape mode.
- **3.3.5** A 2-minute video for to summarize the activities of one day at the show with <u>live</u> footage provided by ITA
 - The video is a creative collage of videos covering the most important activities of the day (like speeches from Italian and US representatives at the event, quick interviews to the exhibiting companies, and other significative moments)
- 3.3.6 Presence of professionals during the event for <u>live footage and assistance</u> (please <u>include the cost of all the travel expenses such as transportation, accommodations, insurance, meals, other</u>), for the event duration up to 4 days and for events that can be located in every state of the US
- 3.3.7 Landing Page (1-2 pages)

Examples of videos for your references

- Video catalog, approximate duration: 20 minutes with editing of videos provided by ITA
 - o https://drive.google.com/file/d/1Mr85tGAOoOkOAOVhoc1XcvDUJM-SymwX/view?usp=sharing
- 3-minute video with voiceover to advertise an event with stock footage
 - https://drive.google.com/file/d/1xdPm7T7Bd PEkau4NjyC5mlu i2VFffk/view?usp =sharing
- 1-minute videos to promote the event on social medias with stock footage and voiceover
 - https://drive.google.com/file/d/1hZv7cwKwpMPqvPleWM1-6hK 7ZePuvA9/view?usp=sharing
 - o https://drive.google.com/file/d/14jlpuGSMm6nhFsbYWROt4dBHhcRxGZeO/view?usp=sharing
- Up to 2-minute videos to summarize every day of the event with live footage
 - https://drive.google.com/file/d/10DjIzrQpB7PKF4cJyQyaOS2V0f82yOVp/view?us p=sharing

4. ESTIMATED BUDGET

The maximum total amount available for the abovementioned services will not exceed **USD 190,000.00** (one-hundred-ninety thousand dollars) excluding taxes if applicable, including production costs.

ITA reserves the right to increase or decrease the contractual amount by a maximum of 20% as needed,



without any further obligation toward the awarded Contractor.

5. LIFE OF THE CONTRACT

The contract will run for two years (24 months) from the effective date or until the estimated budget of USD 190,000.00 is reached, whichever comes first.

There will be no tacit renewal of the contract.

6. AWARD CRITERIA AND ASSESSMENT CRITERIA

The bids will be evaluated on the basis of the <u>"Most economically advantageous offer"</u> criterion (or "lowest evaluated bidder" or "best value") (Art 12 co. 1 D.M 192/2017 and Art. 95 of Legislative Decree no. 50/2016 an subsequent amendments), in accordance with the following criteria and corresponding points scale, according to the requirements under Section 3 of this letter "SERVICES REQUESTED".

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

Please note that the award will take place even with one single offer as long as it is complete.

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

Economic offer: max 30 pointsTechnical offer: max 70 points

Each offer will be evaluated by a Committee appointed by the Director of ITA Los Angeles 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 requirements under Section 3 of this letter "Services Requested":

| ASSESSMENT CRITERIA | MAX POINTS |
|---|------------|
| A) Economic Offer – Price of Services offered | 30 |
| B) Technical Offer | 70 |
| B1. Relevant, qualified, and documented experience in digital marketing, event marketing, social media management, video production and editing, and quality of the existing portfolio** | 30 |
| B2. Quality and experience of the team involved | 15 |
| B3. Detailed description of the all the requested services, both from a strategic and operational point of view | 20 |
| B4. Relevant, qualified, and documented experience in working with foreign entities and/or governments** | 5 |
| TOTAL | 100 |

^{**} please provide samples of your previous projects

6.1 Score evaluation process



A) Technical Offer - MAX 70 POINTS TOTAL SCORE

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 QUALITATIVE EVALUATION ON THE ABOVE PARAMETERS CORRESPONDING NUMERICAL VOTE | |
|---|-------|
| Assessment | Score |
| Excellent | 1 |
| Very Good | 0.9 |
| Good | 0.8 |
| Sufficient | 0.65 |
| Not sufficient | 0.55 |
| 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 No. 2/2016 paragraph VI, n.1

The score calculation will be determined using the following formula:

Pa = Σn [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

B) ECONOMIC OFFER - MAX 30 POINTS TOTAL SCORE

Only bids that discount off the maximum price of USD 190,000.00 (one hundred ninety thousand dollars) yearly will be considered.

As for the economic offer, a coefficient, variable from zero to one, is attributed to the economic element, calculated using the formula of the linear interpolation:

Ci = Ra / Rmax

Where:

Ci = coefficient attributed to the i-th competitor;

Ra = percentage reduction of the offer of the i-th competitor;

Rmax = percentage reduction of the cheapest offer.



In practical terms:

The score of the economic offer will then be calculated by multiplying the maximum attributable score (20 points) by the coefficient "Ci" obtained by the individual candidate.

Abnormally low bids Low tenders are considered 'abnormal' 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 of the maximum score that can be attributed. Should this condition occur, ITA shall carry out the necessary checks as provided for by the Italian Procurement Code.

7. REQUIREMENTS FOR THE SUBMISSION OF PROPOSALS AND DEADLINE

According to Italian law and under penalty of exclusion, all components of an offer shall be submitted in one single closed and sealed envelope ("MAIN ENVELOPE").

- 1) The Main Envelope shall clearly contain THREE internal separate ENVELOPES, all closed and sealed, respectively:
 - "A Administrative Documentation"
 - "B Technical Offer"
 - "C Economic Offer"

Failure to seal envelopes "A", "B" and "C" inserted in the Main envelope, as well as their lack of integrity such as to compromise confidentiality, are causes of exclusion from the tender.

A) ENVELOPE "A" marked ADMINISTRATIVE DOCUMENTATION + NAME of the COMPANY and OBJECT OF THE TENDER

In this Envelope the bidder, <u>under penalty of exclusion</u>, must submit the following documents signed by its director or management member:

- 1. Annex 1 Acceptance of tender requirements, duly signed for acceptance.
- 2. Annex 2 Requirements for procurement procedures under the European Union threshold, duly filled in, dated, signed and notarized along with a photocopy of the signer's valid ID (State issued driver's license or ID or Passport).

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 with an incomplete application, will be given an opportunity to cure.

<u>Do not make any reference to costs in the Envelope A. Any reference of costs in the Envelope A is cause of exclusion from the bid.</u>

- B) ENVELOPE "B" marked TECHNICAL OFFER + NAME of the COMPANY and OBJECT OF THE TENDER
- 1. The Technical Offer shall be presented according to the requirements of the project listed in section 3 (in the same order as indicated in that section) in any form deemed effective by the bidder and highlighting the qualitative and quantitative elements of the offer assessed according to the requirements under Section 6 of this letter.



- 2. The Technical offer shall not exceed 20 (twenty) pages in total.
- 3. Every page shall be initialized by the agent/representative/director/manager of the Agency and bear a full signature in the last page.

<u>Do not make any reference to costs in the Envelope B. Any reference of costs in the Envelope B is cause of exclusion from the bid.</u>

C) ENVELOPE "C" marked ECONOMIC OFFER + NAME of the COMPANY and OBJECT OF THE TENDER

This envelope <u>must contain ONLY the "Economic Offer"</u> for the entire activity requested, to be completed in accordance with the attached Annex 3. It shall be expressed clearly in numbers and letters and, <u>under penalty of exclusion</u>, must be <u>dated</u> and <u>signed</u> by the director or managing member of the hidder

The offer must be valid for 180 days from its submission.

2) The <u>Main Envelope</u> containing all the part of the offer, must be sealed and send, only by express courier (not hand delivery), to the ITA Los Angeles Office, at the following address:

ITALIAN TRADE AGENCY – LOS ANGELES OFFICE 1900 Avenue of the Stars, Suite 350 Los Angeles, CA 90067- USA Att. Ms. Alessandra Rainaldi — Trade Commissioner

3) <u>The Main Envelope</u> must be received by the Italian Trade Agency, Los Angeles Office, within 12:00 PM (PST) of November 10th, 2022, exclusively at the address indicated above.

The timely delivery of the envelope is at the sole risk of the senders, and ITA assumes no responsibility if they are not received by the deadline or are not intact. No compensation or reimbursement of expenses is due to the economic operators for the presentation of the offer.

It should be noted that "sealing" is to be understood as an airtight seal bearing any sign or imprint, affixed to plastic material such as a glued strip or sealing wax, such as to seal the envelope and envelopes, attest to the authenticity of the original seal coming from the sender, and guarantee the integrity and non-tampering of the envelope and envelopes.

- 4) All parts of the offer must be submitted in one single closed and sealed envelope ("MAIN ENVELOPE"), that must bear, outside, the complete information relating to the competing economic operator (Company name, TAX ID number, and complete address, including telephone and email, where all subsequent notices shall be sent)
- 5) The Main Envelope must also indicate on the outer surface:

"CONFIDENTIAL - DO NOT OPEN - Bid Documents: Digital Marketing and Social Media Management Strategy and Execution - Framework contract for twenty-four months (24 months) - CIG 9456275CFB

No offers shall be accepted and therefore will be excluded from the tender process if:



- they are received after the deadline or have been presented in a form other than that indicated above;
- they are conditional or do not clearly accept the conditions required, create misunderstandings as to the contractor's willingness to adhere fully to the said conditions or the indication of the cost;
- they are incomplete, even if mailed within the stated deadline. An offer is deemed to be incomplete if a bidder does not accept all the terms of this IFB.
- there are multiple offers. Each bidder must participate by submitting a single bid.

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

ITA has the authority to award the contract even if only one bid has been submitted, provided it is deemed valid and worth accepting. Moreover, ITA has the authority not to award the contract, if it deems it appropriate to exercise the right of self-protection and if it finds that the bids received do not comply with the technical and financial contents set forth herein.

In the event of a tie, the companies with identical scores will be called for a draw in a public session. No compensation or reimbursement of expenses will accrue to the invited bidder because of the submission of the bid.

8. EVALUATION PROCESS

The bid documents will be opened and examined in a <u>Public Session on November 14th, 2022, at 11am</u> (PST) at the premises of the ITA -Los Angeles Office, at which time we will determine the acceptability of the bidding packages received as well as of the administrative documents enclosed <u>in the Envelope A.</u>

For precautionary measures related to the COVID19 pandemic, the public session attendance of the bidding companies will be granted through a video meeting Google Meet link. The link and more details will be communicated via email to the email address provided for communications.

9. SERVICE ORDERS

Based on budget authorizations on single projects, ITA will issue single "Service Orders", requesting services from among those listed in Article 3.

ITA does not bind or commit itself in any way to stipulate Service Orders for the above indicated budget, not even for a minimum amount of it. Each Service Order will be issued based on ITA's specific needs of the services regulated in the Framework Contract.

The time frame of the Framework Contract will be approximately 2 years, starting from the effective date of the contract.

10. HOW THE SERVICE IS ACTIVATED

A service is deemed to have been activated upon request dispatched by e-mail containing the service requested. The Agency will reply by the same means, acknowledging the request and sending its quotation, according to the framework contract.

ITA will confirm the service with a "Service Order", signed by the Trade Commissioner, as stated at point 9.

11. COMPANY OBLIGATIONS

In the execution of the contractual obligations, the awarded company is required to:

- carry out the service with the maximum care and diligence, in accordance with the provisions of this market survey.
- transfer all the produced material and its copyrights to ITA. The Company agrees to transfer to ITA the right to use and reproduce the provided materials (images, videos, contents, ecc.) for any purposes and without limitations, in addition to holding ITA harmless from all legal actions and/or claims by third parties alleging violation of rights, including, but not limited to, intellectual property rights, patents, copyrights, trademarks and similar industrial property rights, violation of privacy and damage to public image.
- indicate for each service requested at least 3 options.



- designate at least one of their employees as the contact person in charge of providing the services attached herein. The contact person shall ensure the proper execution of services, acting promptly to solve any problem that may arise and answering in a timely manner to any request made by the ITA. The contact person shall not change during the life of the contract, unless rightfully justified by the supplier.
- comply with all applicable rules, regulations, and laws, be they general or specific provisions for the sector of the products at issue, in particular existing technical and safety provisions as well as the ones that may be issued after the execution of the contract.
- provide all the services set forth herein, using its own technical equipment and without charging ITA
 for additional costs in connection with the purchase, rental and maintenance of the devices used for
 design and printing of the materials.

ITA reserves the right to:

- request all the changes that they will deem appropriate before final delivery of the product. Therefore, if the proposed project does not get first approval, the awarded company shall revise the same based on the instructions provided by ITA until the project is approved. Please note that approval of the project by ITA is a prerequisite for the execution of activities and pertaining expenses. The awarded company, in the execution of the above services, shall adhere strictly to the specifications and instructions provided by ITA and shall not make any changes of their own volition. The awarded company shall guarantee that all services are rendered accurately and in full cooperation with the contact persons at the ITA.
- to request changes to the proposal after it has been accepted, without a rise in costs; it also reserves
 the right, at its sole discretion, to reject the proposals submitted and therefore the winning company
 agrees to waive all rights to compensation or indemnification of any type.

12. TERMS OF PAYMENT

Payments will be made by ITA in USD, once the service has been rendered, within 30 days of receipt of a regular invoice addressed to: ITA - Italian Trade Agency - Los Angeles Office 1900 Avenue of the Stars, Suite 350 Los Angeles, CA 90067, issued by the winning service provider.

ITA – Los Angeles Office makes payments via ACH. The awarding Agency will be required to provide their ACH Routing number and account number so that our payments can be properly credited. 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.

13. GUARANTEE SECURITY DEPOSIT

Under Italian Law (D.Lgs. 50/2016, commonly referred to as "Codice Appalti), the winner of the bid must submit a performance surety bond or a non-transferable cashier's check that amounts to 10% of the estimate amount of the bid (USD 19,000.00) before signing the contract. The expenses to obtain the performance surety bond shall be the responsibility of the bidder.

The performance surety bond or the non-transferable cashier's check will be returned to the Agency at the conclusion of the contract, after ITA has determined that all obligations and performance of the awarded Agency have been properly performed in accordance with the Framework Contract, the individual service awards, and applicable laws of the State of California.

The performance surety bond or a non-transferable cashier's check, whichever you choose, must be issued in favor of: Italian Trade Agency, Los Angeles Office, 1900 Avenue if the Stars, Suite 350, Los Angeles, CA, 90067.

The final guarantee may be enforced by ITA in the event of fraud or default attributable to the performer

14. NO SUBCONTRACTS OR TRANSFER OF SERVICES



It is expressly forbidden to resort to subcontracts, in consideration of the particular nature of the services, which need a trustworthy interlocutor

15. FRAMEWORK CONTRACT SIGNATURE

The signing of the Framework contract will take place after the official notification and after receiving the requested security deposit (see Art.13) within the maximum time limit of 10 days.

16. PAYMENT TERMS

Italian law does not allow advance payments for public contracts. Therefore, the payment will be made after signing each single "Service Order" and once service has been rendered.

Payments will be made by ITA in USD within 30 days of receipt of an invoice issued by the awarded service provider, made out to: ITA - Italian Trade Agency — Los Angeles Office 1900 Avenue of the Stars, Suite 350 Los Angeles, CA 90067, to the attention of the Trade Commissioner Alessandra Rainaldi.

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.

In this regard, we inform you that this tender is identified by the C.I.G. code indicated in the object that must be reported in the reason for payment.

Prior to the stipulation of the contract, the successful bidder is required to provide a specific definitive guarantee, pursuant to art. 15 c. 1 of Ministerial Decree 192/2017 in accordance with what is regulated in point no. 10 "Security Deposit.

17. PAYMENT OF THE CONTRIBUTION TO ANAC

Pursuant to art. 1 of the ANAC Resolution no. 1174 of 19 December 2018, when contracting Authority is operating abroad; the contracting Authority and the economic operators are exempt from paying the contribution.

18. RULES OF CONDUCT OF THE AGENCY AND/OR STAFF OF THE AGENCY

In the execution of the contract, the awarded 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. 547/21 on 02/23/2021.

The Code of Conduct is available on the website https://www.ice.it/it at the section "Amministrazione Trasparente" (Transparent Administration) — "Disposizioni general/" (General provisions) — "Atti generali" (Acts of general application) "Code of Conduct".

For any breach of obligations under the code, if the same in 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.

19. REFERRAL RULES

For all other terms and conditions not regulated herein, please refer to the provisions of Ministerial Decree 192/2017; the civil law governing the conclusion of the contract and the execution phase shall be determined in accordance with the applicable rules of private international law.

20. COMPETENT JURISDICTION

In case of dispute between the Italian Trade Agency and the Appointed Contractor, the Court of Law of California will be the competent jurisdiction.



21. 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 ICE-Agenzia at https://www.ice.it/it/privacy.

Access to tender documents is governed by Law no. 241 of August 7, 1990.

The only subject in charge of the proceeding [Chief Procurement Officer (CPO)/Responsabile Unico del Procedimento (RUP)] is **Ms Alessandra Rainaldi** — **The Italian Trade Agency** — **Los Angeles, 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.

22. 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).

23. CONTACT PERSON

For further information concerning this Call for Bids kindly contact the Italian Trade Agency – Los Angeles Office, Mr. Sebastiano Peluso, via email at s.peluso.contr@ice.it, or Mr. Fabrizio Dessì, via email at f.dessi@ice.it.

Cordially,

Alessandra Rainaldi Trade Commissioner Italian Trade Agency - Los Angeles Office

(Signed in original)
