

Houston Office

Prot. 0119135/20
Houston, November 6th, 2020

CIG: Z0B2F1EC51
RUP: Antonietta Baccanari
Co.An.: U193C075E1
Co.Ge. 654502001
CdcC 3CB5

OPEN CALL FOR BID (OCB) - FOR MARKETING PLAN PRICE ANALYSIS SERVICE FOR THE ITALIAN TRADE AGENCY'S (ITA) OFFICE IN HOUSTON

AWARDING ENTITY

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

BACKGROUND

The Italian Trade Agency, also known as the Italian Trade Commission and hereinafter referred to as "ITA", is the government entity which promotes the internationalization of Italian companies along with the policies of the Italian Ministry of Foreign Affairs and International Cooperation. 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 helping Italian and foreign businesses to connect with each other, among which:

- Identification of possible business partners;
- bilateral trade meetings with Italian companies;
- Trade delegation visits to Italy;
- Official participation in local fairs and exhibitions;

- Forum 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 ITA and its presence in Italy and the world, please visit our website www.ice.it (Italian/English).

INTRODUCTION

The Extraordinary Italian Jewelry is the jewelry promotional project of the Italian Trade Agency in collaboration with Confindustria FEDERORAFI (National Federation of Gold Jewelry - Silverware - Jewelry Manufacturers). Its goal is to develop new opportunities on the US market for the Italian jewelry companies bringing awareness through different channels.

The Extraordinary Italian Jewelry program includes the collaboration with US retailers to build in-store and digital (online/TV) promotion for the Italian Jewelry Industry in the US and to support Italian companies in creating sales growth and awareness growth throughout the retailers' clientele.

The US retailers interested to participate to the program are required to present to ITA a detailed marketing plan consisting of a complete list of projected marketing actions aimed to support the Made in Italy Jewelry merchandise included in the promotion.

1. DESCRIPTION OF REQUESTED SERVICES

This document describes the characteristics and requirements pertaining to the provision by a marketing agency (hereinafter "Agency") of marketing plan price analysis service.

The service that is the subject matter of the contract consists of:

- Marketing plan analysis
- Cost evaluation of marketing items considering the market value and ROI
- Overall evaluation of marketing campaign

This service involves analyses of marketing plan presented by retailers to promote Italian products.

In particular, the service will include a Technical evaluation about the costs of proposed marketing tools and campaign.

2. CONDITIONS FOR THE EXECUTION OF THE SERVICE

The Agency will ensure the following services:

- o meeting the requests from ITA as quickly as possible, taking into account the nature of each request and the time required;
- o deliver the service in a 1 week time after the request

3. HOW A SERVICE IS ACTIVATED

A service is deemed to have been activated upon request dispatched by e-mail with in attach the marketing plan to be analyzed.

The service will be requested with a "letter for service request " by the ITA Trade Commissioner in Houston.

The Agency, once acknowledged the request, will deliver the service in a **one week time by email.**

In case of additional information or changes added to the original marketing plan, it will be taken into consideration a longer time frame.

4. CONTRACT TIME FRAME

The contract will last one year, effective on the day is which it will be signed. The contract will automatically end on its expiration date, without any notification between the parties.

There will be no tacit renewal of this contract

5. BUDGET

Considering the amount spent by ITA, the total estimated amount for this service during the life of the contract (1 year) will be **\$ 13,000.00 USD** . Given that these are estimates we can allow for a maximum of a 20% increase.

The above amount is purely indicative . ITA is not bound to guarantee the level of expenditure indicated herein, which is a mere estimate because the services needed are subject to various factors that make it impossible to set a specific amount. Therefore the actual level of expenditure

may be higher or lower than the above amount based on needs and available budget. Thus there will be no monetary adjustments if the annual expenditure for services is below the amount set forth herein.

The estimated annual amount of services, specified purely as an indication based on the current year data, is as follows:

Marketing plan projects to evaluate per year – n. 13

There is a maximum budget of **US\$ 1,000.00** (tax excluded) per single service. Bids exceeding the mentioned amount per single service will be excluded.

6. SELECTION CRITERIA

The Appointed Agency will be selected by ITA – Houston Office. ITA will evaluate all bids on the basis of lower price offered.

The score will be based on the **agency fee** requested by the Agency.

The agency fee must be expressed in dollars and cents for single service

ITA has the authority to award the contract even if only one bid has been submitted, provided it be 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 ITA finds that the bids received do not comply with the technical and financial contents set forth herein.

7. SUBMISSION DEADLINE AND REQUIREMENTS

The email containing the offer for the award of the contract for marketing plan price analysis service must be sent to ITA (email: houston@ice.it), **no later than November 20th, 2020**

The object of the mail must have the following caption: "BID Documents for Marketing plan price analysis service for the Italian Trade Agency's (ITA) Office in Houston CIG: Z0B2F1EC51"

The mail must contain the following documentation

- **Annex 1 – Declaration of Good Standing** duly completed and signed by the legal representative of the Agency.

- **Annex 2 – General Requirements** duly signed before a Public Notary (pursuant to Article 80 of Legislative Decree 50/2016) and accompanied by a copy of the signer's valid ID
- **Annex 3 – Requirements of professional and technical skills** - Application for Vendor registration duly completed and signed by the legal representative of the Agency (pursuant to Article 83, paragraph 1, letter a) and c) of Legislative Decree No. 50/2016)
- **IRS Form W-9**
- **Annex 4 – Economic Offer** duly completed and signed by the legal representative of the Agency.

If any discrepancy is found between the proposal indicated in numbers and that indicated in words, the lower amount will be taken into consideration.

8. AWARDING OF THE BID AND CONTRACT

A framework contract will be awarded on the basis of the criteria outlined below. The winning Agency shall have the task of providing the Services described in this bid announcement.

ITA and the bid awarded Agency shall enter a Contract based on the Bid price offered by the bid awarded contractor. The awarded Agency will also be required to sign a Non-Disclosure Agreement (NDA) due to the confidential nature of information handled to complete the marketing plan price analysis service.

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

9. PAYMENT TERMS

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

- **after receiving each single service request letter and upon delivery of all services as stipulated in the single service request letter.**

Payments will be made by ITA upon submission of original invoices, made out to: ITA - Italian Trade Commission – Houston Office, 777 Post Oak Boulevard - Suite 320, Houston 77056 TX, 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.

10. OBLIGATION OF CONFIDENTIALTY

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

The winning Agency must adopt all measures that ensure the safe processing of personal data, as well as the protection of the rights of natural and legal persons.

The winning Agency will not disclose, communicate or disseminate the data acquired on account of its contractual work nor will it use said data to promote or market its own services. The only permissible use is the one provided and governed by the Call for Bids and the contractual documents.

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

11. PROTECTION OF PRIVACY

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>.

The only subject in charge of the proceeding is **Mrs. Antonietta Baccanari - ITA - Houston, Italian Trade Commissioner.**

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

12. RULES OF CONDUCT OF CONTRACTORS AND/OR STAFF OF THE CONTRACTOR

In the execution of the contract/assignment/agreement, the trader/professional/contractor undertakes to fully respect the Code of Conduct adopted by ITA (Italian Trade Agency) with respect to the provisions of Presidential Decree 62/2013 approved by the Board of Directors by resolution no. 402/17 on 24 January 2017.

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

For any breach of obligations under the code, if the same is considered serious, ITA will have the option to terminate the contract.

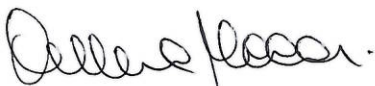
A- CONTACT PERSON

The service supplier, when submitting a bid, agrees to designate at least one of their employees as our contact person in charge of providing the services that are the objective of this open call for bid. 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 Italian Trade Agency.

The Chief Procurement Officer (CPO)/ Responsabile Unico del Provvedimento (the acronym is RUP in Italian) is Antonietta Baccanari, the ITA Trade Commissioner in Houston.

If you have any questions regarding this bid, please send an email to: houston@ice.it – Ref. **CIG: Z0B2F1EC51**.

Cordially,



Antonietta Baccanari
Italian Trade Commissioner

Dr. ssa Antonietta Baccanari
Direttore
ICE Houston

ANNEX 1

DECLARATION OF GOOD STANDING

The undersigned _____, with office at _____, City _____, ZIP _____, Tel. _____, e-mail _____, (hereinafter the "Company"), under penalty of perjury under the Law of the United States and the Italian Law (Legislative Decree 50/2016 and its subsequent amendments and Ministerial Decree no. 192 of 21 November 2017;) **DECLARES THAT:**

- It has applied and obtained registration with ITA vendors' database (*if applicable*)
- It has participated to a bid and has been awarded a contract for providing goods and/or performing services (or is currently providing goods/services) – (*if applicable*);
- It possesses the license, permit and/or authorization in good standing and they have not been revoked and/or suspended (*if applicable*)
- The Company has never been condemned in any court of law and is not aware of any criminal federal or state investigation conducted against it. Company never had a complaint filed by any enforcement agency (or tax authority) and have not engaged in any conduct that would give rise to sanctions and/or conviction under international, federal, state or local laws
- The Company possesses the skill and experience to provide the service/good to ITA;
- The Company has obtained proper insurance coverage (general liability coverage, work compensation and that required by law) and named ITA as an additional insured (*if applicable*);
- The **N.A.I.C.S. (North American Industry Classification System) Number** of the company is: _____ For more information: <https://www.census.gov/eos/www/naics/index.html>
- The Company is in compliance with all governmental laws, statutes, and requirements applicable to the services/goods provided hereunder and it is not in bankruptcy or similar proceedings;
- The Company agrees to comply with the requirements stated in Legislative Decree 50/2016 and Ministerial Decree no. 192 of 21 November 2017.
- By signing this statement, the Company shall communicate any relevant change in its status to ITA and hereby agrees to authorize ITA to conduct a background check, that will exclusively apply to the company as a whole, not to any individual employee. It expressly releases ITA from any claim or cause of action arising out of the ITA's verification of such information.

- The Company have/has not retained or engaged professionally in any ex-public sector employee who has ceased his or her employment with ITA within the last three years and who has occupied a management role in said organization or has been delegated management powers to execute contracts or other commercial transaction on behalf of the organization. (*Anti Pantouflage Cause*)
- Company shall indemnify ITA, its members, managers, directors, officers, employees, agents and insurers and hold each of them harmless from any and all suits, claims, demands, liabilities, damages, and expenses arising out, and/or in any way connected to a violation of US law and/or Italian law indicated above and caused by Company

The Company furthermore declares that all the information provided and the accompanying documents and reports are true and correct to the best of my knowledge and belief

Date _____ Company Name _____

Print Name _____ Position _____

Email _____ Tel _____

Authorized Signature _____

ANNEX 2

**REQUIREMENTS FOR DIRECT NEGOTIATION UNDER THE EUROPEAN UNION
THRESHOLD OF EURO 40,000.00**

**PART I
PROCUREMENT PROCEDURE AND BUYER INFORMATION**

Buyer	Answer:
Name:	<i>ITA - Italian Trade Agency Houston Office</i>
Title or short procurement description:	MARKETING PLAN PRICE ANALYSIS SERVICE FOR THE ITALIAN TRADE AGENCY'S (ITA) OFFICE IN HOUSTON
CIG	Z0B2F1EC51

PART II: VENDOR INFORMATION

A. Identification data of the economic operator	Answer:
Name:	
Tax ID	
Mailing Address:	
Contact Person: Telephone Number: E-mail: (website) (if any):	

B. Vendor Agent:	Answer:
Full name:	
Place and Date of Birth:	
Working position/ Title:	
Mailing Address:	
Telephone Number:	
E-mail:	
If necessary, provide details on representation (form, limits, purpose):	

6

PART III: REASONS OF EXCLUSION

A: Reasons of exclusion due to criminal convictions

Vendors who have been convicted before a federal or state criminal court (in Italy or in the US) and for the following crimes, will be excluded from participation in the bid selection: (1) criminal conspiracy; (2) bribery; (3) fraud; (4) crimes related to terrorist activities; (5) money laundering or terrorism financing; (6) child labor and other forms of human trafficking; (7) any other crime that carries the sanction to forbid the individual from deal with public (federal, state or local) entities. Relevant reasons of exclusion are those regulated under Italian law, as well as:

- in the EU Member States, the factual circumstances described under Article 57 of Directive 2014/24/ EU;
- in non-EU countries, the factual equivalent circumstances regulated under local criminal law.

Vendor or a member of its management or audit board or anyone with agency or authority has not been convicted for one of the above-mentioned crimes with a final judgment in the last five years or after which an exclusion period is still applicable.

B: Reasons of exclusion due to payment of taxes or social security contributions

Vendor has met all obligations related to payment of taxes, fees or social security contributions, in the country where it is operating, in Italy and in the country where the contract is awarded and/or performed.

C: Reasons due to insolvency, conflict of interests or professional offenses

- 1) Vendor did not breach any of the following laws: health and safety; environmental; employment law
- 2) Vendor currently is not under:
 - a) Bankruptcy, insolvency proceedings, liquidation, receivership and any other similar proceedings;
 - b) Has ceased its business activities
- 3) Vendor has not been condemned to gross professional misconduct;
- 4) Vendor has not entered into agreements with other vendors to influence competition;
- 5) Vendor is not aware of any conflict of interest related to its participation to the procurement procedure;
- 6) Vendor or any affiliated entity did not provide advice to the Buyer or have otherwise participated in the preparation of the bidding procedure;
- 7) Vendor has not been terminated in a previous public tender or has not been ordered to pay damages or other penalties in relation to a previous public contract;
- 8) Vendor declares that:
 - a) It was not condemned for gross misrepresentation in providing the required information in order to verify the absence of grounds for exclusion or compliance with the bidding criteria,

- b) It did not conceal this information,
- c) It did promptly transmit the additional documents requested by the Buyer,
- d) It did not attempt to influence the decision-making process of the Buyer; it did not attempt to obtain confidential information that may confer unfair advantages in the procurement procedure; it did not provide misleading information that may have a significant influence on the decisions process.

D: Reasons for exclusion provided for by Italian legislation and equivalent situations provided for by the law of the country where the contract is carried out

Vendor is not in one of the following circumstances:

- 1) Revocation, suspension or prohibition under anti-mafia laws
- 2) It is not at risk of infiltration by criminal organizations.
- 3) It has not been banned from its business activity or has been subject to sanction involving prohibition to contract with the public administration;
- 4) Vendor is registered with the Registry held by the National Anti-Corruption Authority for having submitted false statements in order to obtain a certificate;
- 5) Vendor has not violated the prohibition of registration through a fiduciary;
- 6) Vendor does comply with employment law for individuals with disabilities;
- 7) If Vendor was a victim of crimes of bribing and extortion committed by criminal organizations or any facilitators (and this is not a self-defense claim), Vendor did report the events to the prosecuting authorities;
- 8) Vendor did not enter into employment agreement and, in any case, vendor has not assigned tasks to former employees of the buyer who have ceased to work for the buyer in the last 3 years and who were managers with negotiating contracting authority on behalf of the Buyer with respect to the same vendor (*pantouflage or revolving door*)

PART IV: SELECTION CRITERIA

Vendor complies with all the selection criteria required in the documentation relevant for the selection process.

Part V: FINAL STATEMENTS

The undersigned hereby state that the information contained in parts II to IV of this document is true and correct and that the undersigned is aware of the civil and criminal consequences in case of false statement and perjury under Italian law and US law.

The undersigned hereby certifies the absence of grounds for exclusion provided in Part III and that the undersigned holds the requirements set out in Part IV.

13

The undersigned authorizes the Buyer, indicated in part I, to perform the background check with the competent authorities on the veracity of the statements hereby issued.

[Place and date]

[name, last name and title of signatory/signatories]

(ATTACH COPY OF ID OF EACH SIGNATORY) - (Sign before a Notary Public)

State of _____

County of _____

I, the undersigned Notary Public in the State of _____, duly commissioned and qualified, do hereby certify that _____ appeared and signed this instrument before me today and I have verified his identity after having examined his passports.

IN WITNESS WHEREOF I have hereunto set my hand and affixing the seal of the Notary Public, of the State Of _____, this _____ day of _____, 202__ .

Seal and Signature of Notary Public

STATEMENT ON INDIVIDUALS DATA PROTECTION
As per Regulation (EU) 2016/679, art. 13

The processing of personal data is based on the principles of lawfulness, fairness and transparency to protect the fundamental rights and freedoms of individuals. To this end, the following information is provided:

1. The data holder is ITA – Italian Trade Agency (hereinafter only ITA) which operates through the Office of Houston, 777 Post Oak Blvd, Ste 320 – Houston – TX – 77056 – T. +1 281-888-4288.
2. ITA appointed an individual responsible for the protection of personal data that, for customer purposes, can be contacted at the following addresses: ITA – Italian Trade Agency - Via Liszt, 21 - 00144 Rome; e-mail: privacy@ice.it.
3. Personal data are necessary for the vendor selection and awarding process.
4. The transfer of data is mandatory under Italian law and any refusal to provide the requested data will result in exclusion from the selection procedure or the awarding.
5. Data management will be carried out manually or electronically by internal personnel.
6. The data will be transferred to internal and external auditing bodies of ITA. By signing this document, vendor provides consent to the transfer of the aforementioned data also to the competent local authorities for their verification and for the publication of the essential elements of the contract stipulated on the buyer's website in accordance under Italian law on the transparency of Italian public contracts.
7. Data shall be kept for a minimum period of 5 years from the moment when the contractual relationship ends due to completion of performance or for any other reason, including termination due to non-compliance. This term may be suspended in the event of a lawsuit.
8. Each vendor may obtain access to its data and apply for amendments. In these cases, vendor must submit a request to the addresses indicated in section 1, sharing such application with ITA data protection manager at the addresses indicated in section 2.
9. If you believe your rights have been violated, you can file a complaint with ITA Data Protection Officer. Alternatively, you can contact the Guarantor for the Protection of Personal Data (Piazza di Monte Citorio 121, 00186 Rome, phone 0039 06 696771 (switchboard), e-mail: garante@gpdp.it , pec: protocollo@pec.gpdp.it) or to the judicial authority.

[Date]

Signature of the interested party for acknowledgment and
acceptance

.....

Annex 3

Application for Vendor Registration (Houston Office)

Applicant Information

Company Name (as it appears on W-9): _____

DBA (if different from above): _____

Employer Identification Number (EIN) or Tax Payer Identification Number (TIN): _____

Format: NN-NNNNNNN

If a individual, Social Security Number (enter the last 4 digits) : _____

Format: SSN (000-00-NNNN)

Contact Person: _____ Position: _____

Last

First

Address: _____

Street Address

Suite/Unit #

City

State

ZIP Code

Phone: _____ Fax: _____

E-mail: _____ Website: _____

Company Background

Industry: _____ Year established _____

Type of Organisation (Please check)

Partnership

Limited Liability Company (LLC)

Corporation

Other (please explain) _____

Turnover (last financial year) Ended: __/__/__ US\$ _____

N. of employees _____ No. of branches _____

No. of international offices: _____

Good or Services Offered

Sectors for Good or Services Offered (please check):

- EXHIBITION, FAIRS AND RELATED SERVICES
- OFFICE AND GENERALE SUPPLY
- FURNITURE AND ELECTRONIC EQUIPMENT
- WORK AND MAINTANCE
- SERVICES AND CONSULTANCY

Description of good/services: _____

Individual Person Only

Please attach a copy of your resume.

Are you a Citizen of the Republic of Italy? YES NO

If YES, please state the country and state of your fiscal residency: _____

If YES, please attach the “Dichiarazione ai Sensi del D.P.R. 28 Dicembre 2000 N. 445”, in addition to a valid copy of identification.

Disclaimer and Signature

I certify that I have read, understood and I agree to the terms of the VRP. I further certify that my answers are true and complete to the best of my knowledge and I agree to the use of my data.

Date and Place _____

Name and Title _____

Signature _____

ANNEX 4

CIG: Z0B2F1EC51

MARKETING PLAN PRICE ANALYSIS SERVICE FOR THE ITALIAN TRADE AGENCY'S (ITA)
OFFICE IN HOUSTON

Economic offer

Agency fees for single service	In numbers: _____ In letters: _____
---------------------------------------	--

Signature _____

Company name _____

Name (in print) _____

Title _____

Date _____