

**PROJECT “ADVERTISING CAMPAIGN IN SHORT AND MEDIUM-HAUL FOREIGN COUNTRIES FOR THE MARKET SEGMENT OF GROUP COACH TOURS, AIMED AT PROMOTING AND MARKETING THE GLOBAL BRAND OF THE EMILIA-ROMAGNA DESTINATION” - Negotiated procedure pursuant to Legislative Decree 50/16.
CONTRACT REFERENCE NUMBER: 74341148F0**

DESCRIPTIVE AND PERFORMANCE TECHNICAL SPECIFICATIONS

The tendering procedure aims at the conclusion of a framework agreement to entrust promotion and communication services for the organization of an advertising campaign in short and medium-haul foreign countries (Europe) for the market segment of group coach tours, aimed at promoting and marketing the global brand of the Emilia-Romagna destination.

Introduction

Through this project, Apt Servizi - in-house company of the Emilia-Romagna Region, specialized in the management and implementation of regional tourism plans on the national market and, above all, in the implementation of projects on foreign markets, and being in charge of the integrated promotion and enhancement of tourist-environmental and historical-cultural resources as well as of local handicraft and of the typical agricultural products of the Region, intends:

- to increase inbound tourist flows to Emilia-Romagna from short and medium-haul foreign markets (Europe), in order to support the growth and stability of the regional tourism industry;
- to retain continuous inbound tourist flows from short and medium-haul foreign markets (Europe);
- to improve the reputation and the value of the global tourist destination brand Emilia-Romagna in short and medium-haul foreign markets (Europe);
- to develop synergies with well-established and renowned tourist trademarks in foreign catchment areas of the Emilia-Romagna tourism (Europe);
- to strengthen the effectiveness of the promotional and advertising message, linking it to the commercial activity implemented by European coach operators that organize and sell tourist trips and stays in Emilia-Romagna.

Art 1 Subject matter of the service

These specifications concern the acquisition of promotion and communication services to support and strengthen the image of the Emilia-Romagna global tourist destination on the short and medium-haul international market of group coach tours, and to foster and increase inbound tourist flows from abroad to Emilia-Romagna.

The above with a view to enhancing the area and the offer of Emilia-Romagna as a whole with its various articulations of tourism product (Sea, Mountain, Nature, Cities of Art, Culture, Spa, Wellness, Food Valley, Motor Valley, Wellness Valley, etc.) through the following tools:

- promotion and advertisement on commercial tools (printed or digital) of the coach operators that organize and sell tourist trips and stays in Emilia-Romagna in the short and medium-haul foreign markets (Europe).

Art 2 Characteristics and project implementation method

The promotion and communication actions for the Emilia-Romagna global tourist destination brand requested by this tender are aimed at increasing and enhancing the tourist flows from short and medium-haul foreign markets to Emilia-Romagna, with a view to increasing the regional attractiveness and competitiveness with an increase in the sales volumes and a tangible impact in terms of ROI, that is with real and measurable results for the social economic fabric of the entire regional area.

The markets of interest, in line with the regional guidelines and the marketing and tourist promotion plan of Apt Servizi, are the short and medium-haul foreign markets - European countries - that generate group road tourism towards Emilia-Romagna.

The technical project proposal must guarantee an effective promotion and communication campaign that can be measured through an appropriate number of passengers carried by coaches from the foreign country in which the coach operator carries out a promotional and commercial activity, as well as sales of tourist packages.

Tenderers must submit a specific project proposal - by using the specific pre-set form.

Art 3 Service description

The promotion and communication service to be implemented can be chosen from the following:

- publication of a graphic layout of Emilia-Romagna, provided by Apt Servizi, on one of the promotional and commercial sales tools of the successful tenderer (printed or online catalogue, printed or digital newsletter, printed or digital flyer or folder);
- publication of a graphic web-banner of Emilia-Romagna, provided by Apt Servizi, on the website and on the cover page of the successful tenderer's profiles on the social media, for a minimum period of 6 months;
- transmission on mass media of an audio or video spot provided by Apt Servizi.

The graphic layout/web-banner must be placed in all the Emilia-Romagna travel offers, with the exception of the *first* positions, such as the front and the back cover, the homepage, etc.

We do not accept:

- layouts/web-banners that are different from or alternative to the ones provided by Apt Servizi;
- the publication of the layout/web-banner in smaller sizes than those of the executive files provided by Apt Servizi;
- the publication of the layout/web-banner not in the Emilia-Romagna travel offers, with the exception of the *first* positions, such as the front and the back cover, the homepage, etc.
- the implementation of promotional actions that are different from or

alternative to the ones indicated above.

The publication of the Emilia-Romagna graphic pattern (layout or web-banner) must be approved and authorized by Apt Servizi with a specific printing approval. The pattern of the graphic layout or of the web-banner will be developed according to the target group. The successful tenderer can choose from: youth, families with children and seniors.

The graphic layout is provided in executive format, high resolution, ready to print, in the following sizes:

A4 format - **mm 210 x mm 297**

A5 format - **mm 210 x mm 148**

The web-banner is provided in executive format, in a suitable resolution, ready for publication, with an active link on www.emiliaromagnaturismo.it, in the following sizes:

160 x 600 – Wide skyscraper

250 x 250 – Square pop-up

300 x 250 – Medium rectangle

468 x 60 – Full banner

728 x 90 – Leaderboard

Art 3 Persons eligible to participate and requirements

The national or foreign coach operators and/or groups of coach operators (alliances) that carry out activities for organizing and selling trips and stays in Emilia-Romagna in the short and medium-haul foreign markets that come within the project (Europe) and meet the general requirements provided for in Art. 80 of the Code Legislative Decree 50/2016 and the participation requirements referred to in the Call for Tenders, in compliance with the provisions of Art. 83, paragraph 1, letters a), b) and c) of the Code Legislative Decree 50/2016, are eligible to participate in the tender, under penalty of exclusion.

The economic operators based in other EU Member States, established in accordance with the legislation in force in their respective countries, as well as the economic operators of third countries being signatories to the agreements pursuant to Art. 49 of the Code Legislative Decree 50/2016 are eligible to participate in the Procedure under the conditions and in the manner provided for in Art. 45, 49, 83 and 86 of the Code Legislative Decree 50/2016, by producing equivalent documentation, according to the regulations in force in their respective countries.

By coach operator we mean a tourism company with a licence as a tour operator or tour organizer that plans and sells - directly or through retailers - tourist package travels* by coach, that owns its means of transport (coaches) or hires them for a certain period of time from a transport company.

** The tourist package must include: coach round trip + accommodation + any other tourist services such as guided tours, etc.*

Art 4 Awarding procedure

The tendering procedure aims at the conclusion of a framework agreement to entrust promotion and communication services for the organization of an advertising campaign in short and medium-haul foreign countries (Europe) for the market segment of group coach tours.

The tender will be awarded with the criterion of the most cost-effective offer pursuant to Art. 95 of Legislative Decree 50/2016.

The contracting authority reserves the right:

- a) not to proceed with the award if no offer is appropriate or suitable in relation to the subject matter of the contract, in accordance with the provisions of Art. 95, paragraph 12, of the Code;
- b) to proceed with the award even in the presence of only one valid offer;
- c) to suspend or not to award the procedure justifiably.

The completion of the procedure does not constitute for the contracting authority an obligation to award the contract in question and in no case will the tenderers, including any successful tenderers, be entitled to any compensation, remuneration, reimbursement or allowance for the submission of the offer, even in the event of cancellation, suspension or revocation of this procedure.

Pursuant to Art. 95 paragraph 7, the cost element will take the form of a fixed cost, based on which the economic operators will compete only based on qualitative criteria.

The maximum score of the technical offer is 100, and it is assigned according to the criteria set out in the notice.

The technical offers assessed that will have obtained a score equal to or above 30 points will give rise to a final ranking.

The distribution of benefits among the successful economic operators will follow the order of the final ranking determined by the tendering procedure.

Each operator in the ranking, following the final order determined by the tender, will be entitled to the conclusion of a derivative procurement contract until the maximum expenditure envisaged for the entire framework agreement and indicated in Art. 7 of these specifications is reached.

Each operator in the ranking is entitled to conclude only one derivative procurement contract.

The value of the single derivative contract that the successful economic operator of the framework agreement can conclude will be determined according to the following rules.

Each single derivative contract can have a value ranging from a minimum of € 1,000 to a maximum of € 4,000 plus 22% VAT.

The administration will determine on a case-by-case basis the value of the single derivative procurement contract according to the following rule:

- The higher the number of trips arranged by the coach operator from their headquarters to the Emilia-Romagna Region, the higher the value.

The assignments of the single procurement contracts will follow the requirements indicated below:

- € 1,000.00 net of 22% VAT organization of 3 trips;
- € 2,000.00 net of 22% VAT organization of min. 4 and max. 5 trips;
- € 3,000.00 net of 22% VAT organization of min. 6 and max. 7 trips;
- € 4,000.00 net of 22% VAT organization of 8 or more than 8 trips

According to the pre-established rules, economic operators will be assigned specific derivative contracts having the legal value of procurement contracts.

The conclusion of derivative contracts will be formalized through the sending of the order signed by the administration to the e-mail address of the economic operator, and upon acceptance by the latter, who will in turn sign the order and

return it by e-mail to the administration.

Art 5 Duration and timing for service implementation

The framework agreement contract and the single derivative contracts will take effect on the subscription date and will be effective until 31.12.2018.

The promotion and communication services being subject for negotiation must be carried out by 31.08.2018.

During the implementation of the contract, the successful economic operators must allow the administration to carry out checks and controls on the regular provision of the service, and on the compliance with the terms and the conditions established by contract.

Art 6 Tender amount

The amount of the tender is € 100,000.00 excluding 22% VAT. The maximum amount of expenditure resulting from the conclusion of the framework agreement will be € 100,000 plus 22% VAT.

The Framework Agreement will be concluded with all economic operators that are eligible for the ranking until the total budget is no longer available, and it will grant access to the following phase for the distribution of the procurement contracts according to the rules established in these special conditions in Art. 4.

Art 7 Responsibilities and obligations

Tenderers are directly and exclusively responsible for damages resulting from causes attributable to them, regardless of their nature, which are caused by their staff to persons or things, both by the administration and by third parties, depending on omissions or negligence in providing the service. In any case, the successful tenderers undertake to comply with the regulations on safety and prevention of occupational accidents in force in this regard, concerning the provision of the contractual services, as well as with all current legislative provisions, regulations concerning social insurances and any other regulatory requirements that may be issued in this regard.

The successful firm undertakes to comply with all the obligations towards its employees who provided the services referred to in these specifications, and to ensure regulatory and remuneration conditions being not below those resulting from collective bargaining agreements applicable to the category and in the places where the services are provided.

Apt Servizi is absolutely unrelated to the employment relationship established between the company and its employees in charge of the service, and can never be involved in any dispute that may arise, as no employment relationship will be established between the employees of the company and the client Apt Servizi.

Art 8 Safety provisions

In order to ensure safety at the workplace, it is mandatory for the successful firms to strictly comply with the provisions of the legislation on improving workers' safety in force in their countries.

Art 9 Start of services – Verifications – Cancellation – Penalties

The promotion and communication services must be carried out by 31.08.2018.

During the implementation of the contract, the successful economic operators must allow the administration to carry out checks and controls on the regular provision of the service, and on the compliance with the terms and the conditions established by contract.

In order to verify the compliance of the supply, the successful economic operator is obliged to send by 30.11.2018 to Apt Servizi:

- supporting documents - printed and/or digital - proving the successful completion of the advertising campaign,
- a written report certifying the total incoming volumes generated by the implementation of the commercial project (total number of arrivals and total number of attendants, number of organized trips, percentage comparison with the previous year).

In the event of serious breaches such as:

- failure to complete at least three coach trips to Emilia-Romagna;
- failure to implement the advertising campaign;
- failure to send the supporting documents and the generated volumes;

Apt Servizi will terminate the contract pursuant to and for the purposes of Art. 1453 et seq. of the Civil Code, with all legal consequences resulting from the resolution.

In the event of minor defaults such as:

- partial implementation of the annual programme of trips to Emilia-Romagna (completion of fewer trips than indicated in the technical offer);
- failure to achieve the annual sales targets (arrivals and/or attendants below the values indicated in the technical offer);
- implementation of promotional and communication activities different from and/or not consistent with what is specified in Art. 3 of these specifications;

Apt Servizi will apply an incontestable penalty that will vary from a minimum of 10% to a maximum of 30% of the awarded value.

Art 10 Fee and method of payment

The payment of the fee (in euros) will occur once the successful tenderer has issued the corresponding invoice, after verification of the compliance of the services and of the activities carried out. The verification will be carried out through the acquisition of the documentation referred to in Art. 9 of these specifications.

The economic operator can invoice the supply only after sending the documents indicated in Art. 9 to the administration. Failure to send these documents constitutes a serious breach and will result in the cancellation of the contract.

Art 11 Obligations for traceability of financial flows

In accordance with Art. 3 of Law Nr. 136 of 13th August 2010 and subsequent amendments and additions, the successful economic operator explicitly assumes the obligations of traceability of the financial flows in the aforementioned regulation, and he undertakes to provide Apt Servizi with a current account dedicated to payments. Failure to comply with this clause will result in the automatic termination of the contract by law pursuant to Art. 1456 of the Civil Code.

Art 12 Resolution and withdrawal

The termination of the contract can occur in the following cases:

- a) when Apt Servizi and the company, by mutual consent, agree that the contract should be terminated before completion of the same;
- b) due to the absolute and definitive impossibility for the company to provide the services for reasons of force majeure;
- c) due to bankruptcy, winding up, liquidation or cessation of activities;
- d) due to contract transfer;
- e) due to sale of the company, if Apt Servizi decides not to continue the contractual relationship with the buyer; the same procedure applies in case of rent or usufruct of the company;
- f) due to fraud, gross negligence or non-fulfilment, failure to comply with the obligations and the conditions signed;
- g) in other cases provided for by current legislation and by these specifications (the latter cases are set out in Art. 9).

The additional costs incurred by Apt Servizi compared to those provided for in the terminated contract will be charged to the defaulting company. The enforcement of a claim for damages does not exempt the company from the civil and criminal responsibilities the same can incur according to the law for the facts that motivated the resolution.

The contracting authority reserves the unquestionable right not to give rise to the tender or to extend the date without the tenderers having any claim in this regard. Furthermore, it reserves the right to interrupt or to cancel the tender at any time based on assessments of its own and exclusive competence, without the tenderers having any rights and/or expectations whatsoever, or obtaining the reimbursement of the expenses possibly incurred for any reason.

Art 13 Confidentiality

The successful tenderer agrees to observe the full confidentiality on information, documents, knowledge or any other elements that might be provided by Apt Servizi, by public bodies and administrations, and by associations or other bodies participating in the project and/or any parties that are interested in the activities.

Art 14 Data processing

The data provided by the tenderers, which is mandatory for the purposes related to this call for tenders, will be processed by Apt Servizi in compliance with the current provisions of law in force (Legislative Decree No. 196/2003). The Data Controller is Apt Servizi s.r.l., in the person of its President and Legal Representative Mrs Liviana Zanetti; the Data Processor is Mrs Rita Boselli, Administrative Officer.

Art 15 Final provisions

Anything not provided for in these specifications will be governed by the current provisions of law in force.