

**PROJECT: PROMO-COMMERCIAL CAMPAIGN IN GERMANY, FOR THE MARKET SEGMENT OF “ORGANIZED TOURISM”, AIMED AT PROMOTING AND MARKETING THE HOLIDAY DESTINATION GLOBAL BRAND “EMILIA-ROMAGNA” – Negotiated procedure pursuant to Legislative Decree 50/2016
CONTRAC REFERENCE (CIG) N°: 7476960694**

DESCRIPTIVE AND PERFORMANCE TECHNICAL SPECIFICATIONS

The tender procedure concerns the stipulation of a framework agreement to entrust the service of promo-commercial campaign in Germany for the “organized tourism” market segment (Groups or/and FIT), aimed at the promotion and marketing of the destination global brand “Emilia-Romagna.

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 from Germany to Emilia-Romagna, in order to support the growth and stability of the regional tourism industry;
- to retain continuous inbound tourist flows from Germany;
- to favour the *deseasonalization* of inbound tourism flows (through temporal smoothing of the demand), increase the occupancy rate and the total factor productivity of the regional accommodation facilities and support, therefore, the territorial economic growth;
- to improve the reputation and the value of the global tourist destination brand Emilia-Romagna in Germany;
- to develop synergies with well-established and renowned tourist trademarks in the most strategic foreign catchment area of the Emilia-Romagna tourism (Germany);
- to strengthen the effectiveness of the promotional and advertising message, linking it to the commercial activity implemented by tour operators that organize and sell in Germany tourist trips to and stays in Emilia-Romagna;
- Increase the market share of organized tourism (groups and FIT).

Art 1 Subject matter of the service

These specifications concern the acquisition of promotion, marketing and communication services to support and strengthen the image of the global tourist destination Emilia-Romagna in Germany, in the market segment of organized tourism (groups and/or FIT), and to foster and increase inbound tourist flows from Germany 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:

- ✓ advertising on the commercial tools (printed or digital) of tour operators that organize and sell, in Germany, trips and stays in Emilia-Romagna;
- ✓ b2c on and offline advertising campaigns on mass media (print, TV, radio, web, billboards, etc.);
- ✓ b2c and/or b2b campaigns on social media networks (facebook, instagram, youtube, etc.);
- ✓ b2c and/or b2b direct marketing campaigns;
- ✓ b2c and/or b2b promo-commercial events with presentation of the Emilia-Romagna destination;
- ✓ b2b workshops and/or seminars with retailer travel agents;
- ✓ b2b webinar for retailer travel agents.

Art 2 Characteristics and project implementation method

The promotion, communication and marketing actions for the Emilia-Romagna global tourist destination brand required by this tender are aimed at increasing and enhancing the tourist flows from the target market – Germany - to Emilia-Romagna, with a view to increasing regional attractiveness and competitiveness with an increase in the sales volumes and a tangible impact in terms of ROI, i.e. with real and measurable results for the social-economic fabric of the entire regional territory.

The target market, in line with the regional guidelines and the marketing and promotion plan of Apt Servizi, is Germany.

The technical project proposal must guarantee an effective promotion, communication and marketing campaign that can be measured through an appropriate number of arrivals (overnight visitors) and bed-nights, to be generated through a commercial activity of sale of Emilia-Romagna trips, stays and tourist packages in Germany.

The communication, promotion, and marketing activities must be carried out strictly in Germany the target market of the project.

Competitors must present a specific project proposal consisting of:

- the strategic marketing plan for the Emilia-Romagna destination;
- the plan of the promo-commercial campaign of the Emilia-Romagna destination;
- the creativity of the promo-commercial campaign of the Emilia-Romagna destination.

Art 3 Service description

The promo-commercial campaign must be exclusive to the Emilia-Romagna destination only (including the territories and tourist resorts of the region) and provide at least one instrument be chosen from those indicated in art. 1 of these specifications.

The campaign's creativity must integrate the tourist logo of the Emilia-Romagna Region, which will be provided by Apt Servizi to the winning company.

Being a joint promotion, the economic operators taking part in the tender will be allowed to include, in the plan of the promo-commercial campaign, actions and interventions already implemented in 2018, even those with visual graphics without the Emilia-Romagna tourist logo, provided that the advertising message shows and

highlights the name "Emilia-Romagna" and / or one or more territories and / or tourist resorts in the region.

Art 4 Duration and timing for service implementation

The framework agreement will take effect on the subscription date and will be effective until 31.12.2018, with the option of renewal for another year, under the same conditions, for the same offer and at the same cost.

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 5 Tender amount – Framework agreement

The total amount of the tender is € 140,000.00 excluding 22% VAT, if due. The maximum amount of expenditure resulting from the conclusion of the framework agreement will be € 140,000.00 excluding 22% VAT, if due. The total value of the first year agreement is € 70,000.00 excluding 22% VAT, if due. The total value of the optional second year agreement is € 70,000.00 excluding 22% VAT, if due. The total value of the procedure is € 140,000.00 excluding 22% VAT, if due.

The Framework Agreement will be stipulated with the economic operators occupying the first five positions in the final ranking and will be entitled to access the subsequent phase of distribution of derivative contracts.

The distribution of benefits among the successful economic operators will follow the order of the final ranking determined by the tender procedure. It will be limited to the first five, according to the following percentages of distribution:

- the first in the ranking will be entitled to the conclusion of a derivative procurement contract of € 30,000.00 plus 22% VAT, if due, with the option of renewal of a further year under the same conditions, on the same offer, at the same cost.
- the second in the ranking will be entitled to the conclusion of a derivative procurement contract of € 13,000.00 plus 22% VAT, if due, with the option of renewal of a further year under the same conditions, on the same offer, at the same cost.
- the third in the ranking will be entitled to the conclusion of a derivative procurement contract of € 11,000.00 plus 22% VAT, if due, with the option of renewal of a further year under the same conditions, on the same offer, at the same cost.
- the fourth in the ranking will be entitled to the conclusion of a derivative procurement contract of € 9,000.00 plus 22% VAT, if due, with the option of renewal of a further year under the same conditions, on the same offer, at the same cost.
- the fifth in the ranking will be entitled to the conclusion of a derivative procurement contract of € 7,000.00 plus 22% VAT, if due, with the option of renewal of a further year under the same conditions, on the same offer, at the same cost..

Art 6 Responsibilities and obligations

The contractor is directly and exclusively responsible for damages resulting from causes attributable to it, regardless of their nature, which are caused by its 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 contractor undertakes 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 insurance and any other regulatory requirements that may be issued in this regard.

The contractor undertakes to comply with all obligations towards its employees, in accordance with the laws and regulations in force in the field of employment and social insurance, assuming responsibility for their obligations.

The contractor 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. 7 Provisional and definitive deposit

The annual value of the single derivative contract, which will be stipulated as a result of this procedure, is lower than € 40.000,00 excluding 22% VAT, if due. For this reason, competing economic operators must not lodge a provisional deposit and a definitive deposit.

Art 8 Safety provisions

In order to ensure safety at the workplace, it is mandatory for the contractor to strictly comply with the provisions of the legislation on improving workers' safety in force in its country.

Art 9 Start of services - Verifications - Failures

The promotion and communication services must be carried out by the term of validity of the contract.

During the implementation of the contract, the contractor 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 contractor is obliged to send to APT Servizi by 30.12.2018:

- supporting documents - printed and/or digital ones - proving the successful completion of the promo-commercial campaign and compliance with the methods of execution of the service indicated in art. 3 of the present specifications (exclusivity, regional tourist logo or citation of the name of the Region / territories and / or tourist resorts of the region);

- a written report certifying the total incoming volumes generated by the implementation of the strategic marketing plan for the Emilia-Romagna destination (total number of arrivals and bed-nights, percentage comparison with the previous year).

In the event of serious breaches such as:

- failure to complete the strategic marketing plan for the Emilia-Romagna destination (i.e. cancellation of all product lines due to lack of reservations, etc.);
- failure to complete the plan of the promo-commercial campaign of the Emilia-Romagna destination ;
- failure to comply with the modalities for the execution of the service indicated to art 3 of the present specifications;
- failure to send the supporting documents and the generated volumes;

Apt Servizi will resolve the contract pursuant to and for the purposes of art. 1453 et seq. of the Civil Code, with all the consequences of the law that the resolution involves.

In the event of minor defaults such as:

- partial implementation of the strategic marketing plan for the Emilia-Romagna destination and/or the plan of the promo-commercial campaign of the Emilia-Romagna destination (i.e. partial cancellation of product lines due to the absence of reservations, with a consequent reduction in the duration of the campaign, etc.)
- failure to achieve the annual sales targets (arrivals and/or attendants below the values indicated in the technical offer);
- Apt Servizi will apply an incontestable penalty that will vary from a minimum of 10% to a maximum of 50% of the awarded value.

Art 10 Fee and method of payment

The payment of the fee (in euros) will occur once the contractor 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.

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; 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.