

OPEN PROCEDURE AIMED AT THE DRAFTING OF A FRAMEWORK AGREEMENT WITH REFERENCE TO THE ENTRUSTING OF THE “PROMOTIONAL AND SALES CAMPAIGN IN SHORT- AND MEDIUM-RANGE FOREIGN MARKETS FOR THE MARKET SEGMENT INVOLVING GROUP COACH TRIPS – YEAR 2019” SERVICE, TARGETED TOWARDS THE PROMOTION AND COMMERCIALISATION OF THE EMILIA-ROMAGNA TOURIST DESTINATION GLOBAL BRAND.

CIG: 7849461C1F

TENDER SPECIFICATIONS

The tendering procedure involves the drafting of a framework agreement with reference to the entrusting of the “promotional and sales campaign in short- and medium-range foreign markets for the market segment involving group coach trips” service, targeted towards the promotion and commercialisation of the Emilia Romagna tourist destination global brand.

Premise

By use of this project, Apt Servizi – an in-house company based in the Emilia-Romagna Region specialising in the management and implementation of regional plans with regard to tourism on the domestic market, the development of projects on foreign markets and the integrated enhancement and promotion of the tourist-environmental, historical-cultural, artisanal and agri-food resources of the Region, aims at:

- increasing tourist flows bound for Emilia Romagna from short- and medium-range foreign markets (Europe) in order to support the growth and stability of the Regional tourism industry;
- retaining continuous tourist flows inbound from short- and medium-range foreign markets (Europe);
- increasing the notoriety and value of the Emilia-Romagna tourist destination global brand in short- and medium-range foreign markets (Europe);
- developing synergies with tourism brands that are renowned and appreciated in the short- and medium-term catchment basins (Europe) of Emilia-Romagna (Europe);
- improving the effectiveness of the promotional and advertising message by linking it to the business activity carried out by coach operators that organise and sell trips to and holidays in Emilia Romagna in short- and medium-range foreign countries (Europe).

Article 1 Subject of the service

These tender specifications involve the entrusting of promotion and communication services aimed at supporting and enhancing the image of the Emilia-Romagna global tourist destination on the short- and medium- term international market of group coach trips as well as promoting and increasing tourist flows bound for Emilia-Romagna from foreign countries.

All of the above is targeted towards the enhancement of Emilia-Romagna's territory as well as the positioning of its overall offer, its tourist products (Beaches,

Mountains, Nature, Cities of Art, Culture, Spas, Wellness, Food Valley, Motor Valley, Wellness Valley, etc.) and its major tourist areas (Emilia, Romagna, Bologna-Modena) through promotion and advertising activities carried out by use of the commercial tools (both printed and digital) used by coach operators, the buses that coach operators use for trips, the mass media, billboards or the b2b or b2c promotional events organised by coach operators.

Article 2 Features and methods of execution of the service

The promotion and communication activities involving the Emilia Romagna tourist destination global brand that are requested with this tender are targeted towards increasing and enhancing tourist flows from short- and medium-range foreign markets (Europe) to Emilia-Romagna, with the aim of increasing the attractiveness and competitiveness of the region with a subsequent increase in business volumes and a concrete impact in terms of ROI, which translates to real, tangible results for the social and economic fabric of the whole region.

The target markets, consistently with the regional guidelines and the marketing and tourist promotion plan of Apt Servizi, are short- and medium-range markets (Europe) that produce road-based group tourism to Emilia-Romagna.

The technical project proposal will have to ensure an effective promotion and communication campaign that can be measured through the number of passengers moving by bus from the foreign country where the coach operator carries out its promo-commercial activities and sells tourist packages and stays generated in Emilia-Romagna.

The participants will have to present a specific project proposal – preferably by using the relevant default form set out in annex B.

Article 3 Description of the service and countries of implementation

Participants are to choose the promotion and communication service to be carried out from the following activities/initiatives:

- the publication of an Emilia-Romagna graphic layout, provided by Apt Servizi, on one of the participant's promotional, commercial and sale tools (paper or digital catalogue, paper or digital newsletter, paper or digital flyer or folder);
- the posting of an Emilia-Romagna graphic web-banner, provided by Apt Servizi, on the website and the cover-page of the participant's social media profiles, for a period of at least 6 months;
- the transmission of either a graphic layout, an audio commercial or a video commercial provided by Apt Servizi on above-the-line means of communication (such as print, radio, TV, billboards);
- the Emilia-Romagna-themed graphic customisation (complete with photos and the tourism logo of the Emilia-Romagna Region – provided by Apt) of a tourist bus (one or two sides);
- the organisation of either workshops, b2b promotional events (with travel agents) or b2c events (with potential clients) so as to promote the Emilia-Romagna tourist destination (with the transmission of promotional videos provided by Apt Servizi).

Should the publication on the commercial tools owned by the coach operator be opted for, the graphic layout/web-banner is to be placed in correspondence of the travel deals to Emilia-Romagna, with the exception of prime positions such as front and back covers, homepages, etc.

The following activities are not allowed:

- using layouts/web-banners that are different from those provided by Apt Servizi;
- publishing layouts/web-banners that are smaller than the final files provided by Apt Servizi;
- publishing layouts/web-banners that are not placed in correspondence of the travel deals to Emilia-Romagna, with the exception of prime positions such as front and back covers, homepages, etc.
- carrying out of promotional activities that are different from those listed above.

The graphic layouts are final, high-definition and ready for printing.

The web banner is provided in its final format, with a suitable resolution and ready for printing, with an active link on www.emiliaromagnaturismo.it.

In all other cases, Apt Servizi will provide the coach operator with promotional materials of suitable sizes, resolutions and formats.

The promo-commercial campaign must be targeted towards the consumers of the foreign European countries where the tourist groups originate and the coach operator sells the coach trips to Emilia-Romagna.

Article 4 Duration of the contract and implementation schedule

The Framework Agreement and the individual derivative contracts will be valid from the date of subscription of the derivative contracts up to 31st December 2019. The promotional-commercial campaign service will have to be carried out no later than 31st August 2019 with regard to the 2019 tourist season.

During the whole implementation of the tender, the economic operators that have won the tender will allow the administration to carry out audits and inspections as to the proper provision of the service as well as compliance with the terms and conditions set out in the contract.

Article 5 Legal status of the tender contract and service distribution regulation

The legal status of the contract that will be subscribed by the economic operators that have won the tender will be the same as the Framework Agreement.

All the operators of that will undersign the Framework Agreement will be accredited by Apt Servizi Srl with the possibility of subscribing the following derivative tender contracts.

It will be possible to enter into a maximum of 30 (thirty) derivative contracts, until the maximum expenditure provided for in the Framework Agreement, namely €100,00.00 plus VAT, if due, is reached.

The distribution of services among the economic operators that have won the tender and the economic value of the derivative contracts will be carried out in accordance with the following rules:

a) - method of distribution of services among the economic operators that have won the tender

The distribution of the services among the operators will be carried out in

accordance with the final ranking resulting from the tender.

- Each operator included in the ranking, following the final list resulting from the tender, will be entitled to sign a derivative tender contract until the maximum expenditure set out for the entire framework agreement is reached.
- Each economic operator included in the ranking is entitled to sign only one derivative tender contract, the value of which will be determined based on what set out in point b).

b) - method for selecting the economic value of the individual derivative contracts

each individual derivative contract will have a value ranging from a minimum of €1,000.00 to a maximum of €4,000.00 plus VAT, if due.

The administration will determine from time to time the value of the individual derivative tender contract in accordance with the following rule: the higher the number of trips/buses that the coach operator will undertake to carry out from a foreign European country to the Emilia-Romagna Region, the higher the value.

The individual tender contracts will be entrusted following the provisions listed below:

- €1,000.00 - plus VAT, if due - a minimum of 3 and a maximum of 6 trips/buses;
- €2,000.00 - plus VAT, if due - a minimum of 7 and a maximum of 10 trips/buses;
- €3,000.00 - plus VAT, if due - a minimum of 11 and a maximum of 14 trips/buses;
- €4,000.00 - plus VAT, if due - a minimum of 15 trips/buses.

According to these predetermined rules, specific derivative contracts with the same legal status as tender contracts can be entrusted to the economic operators.

Article 6 Tender amount

The maximum expenditure resulting from the signing of the Framework Agreement amounts to €100,000.00 plus VAT, if due.

The Framework Agreement contract will be entered into with all the economic operators that will be able to enter the ranking until the maximum expenditure is reached, and will entitle them to access the following phase, in which the derivative tender contracts will be distributed according to the rules set out in article 5 of these tender specifications. A maximum of 30 derivative contracts will be entered into. The value of each individual contract will range from a minimum of €1,000.00 to a maximum of €4,000.00 plus VAT, if due.

Article 7 Liabilities and obligations

Contractors are solely liable for any damages their personnel may cause to people or property belonging to the administration or third parties due to omissions or negligence in providing the service. In any case, Contractors undertake to comply with the relevant norms on safety and accident prevention when performing the services set out in the contract, as well as the regulations concerning social security and any other relevant norm. Moreover, they undertake to:

- comply with all obligations towards their employees based on the provisions of the law and the relevant norms in the field of work and social security, thereby assuming all the related obligations;
- with regard to all the employees involved in the provision of the service set out in these tender specifications, apply regulatory and working conditions that are in line with the collective labour agreements that are applicable to the category of workers in the area where the services are provided.

The employment relationship between the individual companies and the employees in charge of the service is beyond the control of Apt Servizi, which will not be involved in any related dispute, since there will be no employment relationship between the company's employees and Apt Servizi.

Article 8 Safety dispositions

In order to ensure workplace safety, Contractors are requested to comply with the law requirements on the improvement of the safety of workers that are relevant in their country.

Article 9 Starting date of the services – Audits – Breaches – Penalties

The promo-commercial campaign service will have to be carried out no later than 31st August 2019 in the foreign European countries where the coach trips originate and the coach operator sells the coach trips to Emilia-Romagna.

During the whole implementation of the tender, the economic operators that have won the tender will allow the administration to carry out audits and inspections as to the proper provision of the service as well as compliance with the terms and conditions set out in the contract.

For the purposes of assessing service compliance, the economic operator that has won the tender must send to Apt Servizi, no later than 30th November 2019:

- paper and/or digital documentary evidence proving that the promo-commercial campaign has been carried out;
- a written report certifying the overall incoming volumes generated by the implementation of the marketing project, with specific reference to the total number of arrivals and tourists generated in Emilia-Romagna in 2019, the number of trips to the Emilia-Romagna Region organised and carried out in 2019 and a comparison with the previous year in terms of percentages.

In case of serious breaches, such as:

- failure to perform at least 3 (three) coach trips bound for the Emilia-Romagna region
- failure to provide the promo-commercial campaign service
- failure to provide receipts and generated amounts

Apt Servizi will terminate the contract, pursuant and subject to article 1456 (express termination clause) of Italian Civil Code, with all the legal consequences resulting from termination.

In case of imperfect and/or partial performance of duties, as in the case of:

- partial implementation of the annual programme of trips to Emilia-Romagna (performing less than the number of trips as per the technical bid, but above the 3-trip threshold)
- failure to achieve sales targets (number of arrivals and/or departures lower than indicated in the technical bid)

- partial implementation of the promo-commercial campaign service (performing less than the number of initiatives as per the technical bid)

Apt Servizi, after notifying the failures and assessing the justifications provided, will charge the Contractor an unquestionable € 200.00 fine, plus VAT if due, for each and every verified infringement, which will be deducted from the due amount. In case of repeated infringement, the fine amount will be doubled.

The contract will be automatically terminated after applying a total of 4 (four) fines.

Applying such fines will not preclude the right for the Administrative Authority to claim any potential suffered damages.

Article 10 Service fee and payment mode

The fee will be paid in euros after the Contractor has issued an invoice, subject to compliance verification by Apt Servizi. Such verification will be performed by acquiring the documents as per article 9 of these tender specifications (receipts and reports).

The economic operator will issue an invoice for service provision only after sending the verification documents as per article 9 to the Administrative Authority. Failure to send such documents will be deemed a serious breach and will cause contract termination.

The service will be paid within 30 days after the date of receipt of the invoice by means of a bank transfer.

Article 11 Obligations of traceability of financial transactions

The economic operator to whom the contract is awarded will expressly assume, pursuant to article 3 of Italian Law no. 136 of 13th August 2010 as subsequently amended and supplemented, the obligations of traceability of financial transactions provided for in the aforementioned Law, undertaking to make available to Apt Servizi a dedicated current account for payments. Failure to abide by this clause will cause automatic contract termination by law, pursuant to article 1456 of the Italian Civil Code.

Article 12 Termination

The contracting Administrative Authority may terminate the contract, while in force, in the following cases:

- when Apt Servizi and the Contractor, upon mutual consent, agree to settle the contract before it is terminated.

Article 13 Express termination clause

Termination of the contract, pursuant to article 1456 of Italian Civil Code, will be permitted in the following cases:

- a) serious breaches by the Contractor, as per articles 9 and 11 of these tender specifications, viz failure to perform a minimum of 3 (three) coach trips bound for the Emilia-Romagna region; failure to implement the promo-commercial campaign service; failure to provide receipts and generated amounts; failure to comply with the obligations of traceability of financial transactions

- b) the Contractor failing to comply with the confidentiality obligations as per article 15 of these tender specifications
- c) the Contractor having become completely and permanently unable to perform its duties
- d) bankruptcy, dissolution, liquidation or cessation of activities
- e) contract assignment
- f) assignment of Contractor, in case Apt Servizi decides to discontinue its contractual relation with the Contractor; the same procedure will be applied in case of lease or usufruct of the company
- g) fraud, serious negligence and breaches, failure to comply with agreed obligations and conditions.

The company in default of its obligations will be charged the expenses incurred by Apt Servizi in addition to those stated by the terminated contract. Execution in breach will not relieve the company from the civil and criminal liability it may be subject to under the Law, for the events causing the termination.

Article 14 Unilateral termination

Apt Servizi will be entitled to unilaterally terminate the contract, at any time, with a minimum 30 days' notice, to be sent to the Contractor by certified e-mail, in case of organization-related changes.

As of the effective date of unilateral termination, the Contractor will terminate all its duties under the contract; however, it will ensure – by directly consulting Apt Servizi – that such termination does not impair service continuity and does not cause any damage to the very APT Servizi.

In case of unilateral termination, the Contractor will be entitled to be paid for the fulfilled duties, as long as these have been directly performed, in accordance to the fee and conditions under the contract, expressly waiving any further claim – including compensatory claims – and any further payment or indemnification or reimbursement, even by derogation from article 1671 of the Italian Civil Code.

Article 15 Confidentiality

The Contractor will be committed to keeping the utmost confidentiality with regards to information, documents, knowledge or other potential resources provided by Apt Servizi, public entities and Administration Administrative Authorities, associations or other entities taking part in the project and/or potentially interested in the activities.

Article 16 Data processing

Data provided by competitors, compulsory for the objectives related to this tender, will be processed by Apt Servizi abiding by the law in force (Regulation (EU) 2016/679 “GDPR”). The controller of the processing of personal data is Apt Servizi S.r.l., in the person of its President and Legal Representative; the person in charge of the processing of personal data is Administration Manager Rita Boselli, who bears sole responsibility for the procedure.

Personal data processing will comply with the principles of lawfulness and correctness, fully respecting the rights and confidentiality of the involved individuals, pursuant to Italian law 241 of 7th August 1990. Specifically, the personal data required to take part in this procedure are solely aimed at verifying that the

suitability requirements are met, and no legal impediment exists.

Article 17 Competent court

The Court of Bologna will have jurisdiction for any dispute arising between the Administrative Authority and the Contractor.

Article 18 Final provisions

Any other matters not covered by these tender specifications will be regulated by the law in force and by the relevant national and regional regulations, or by appropriate arrangements achieved and signed by the parties.