

NON-OFFICIAL TRANSLATION

Capitolato tecnico-prestazionale d'appalto - Technical specifications for the call for proposal <u>"COMMUNICATION, MEDIA&PR SERVICES AND PRESS OFFICE FOR THE EMILIA ROMAGNA</u> REGION IN THE UK MARKET"

Project description and objectives

The contract must guarantee Apt Servizi s.r.l. high quality professional services and performance oriented to:

- Develop and implement an effective, continuous and targeted action of communication and media relations in the UK market,
- Outline an effective strategy for relaunching and repositioning the Emilia-Romagna global tourist destination in the UK market, in the post-health emergency period from the COVID-19 pandemic;
- Obtain continuous and qualified coverage on top media and new media, stimulate conversions or calls to action repeated over time, favorably and consistently drive the decisions of travel and holiday consumers in the UK market,
- Communicate the unique features of places, areas, products and touristic services of Emilia Romagna to make them attractive, recognizable and credible in the UK market
- Build and maintain a favorable environment to support the Emilia-Romagna global tourist destination, its territories and tourism products
- Proactively expand the network of contacts with the British media and new media, in particular by establishing relationships with national newspapers and both commercial and consumer titles, on and off-line platforms for information and mass and / or niche communication

All this with the primary purpose of:

- ⇒ increase the notoriety of the Emilia-Romagna Region as a whole and articulated system of areas with a tourist vocation in the UK market
- ⇒ over time restore the competitive positioning acquired by Emilia-Romagna in the UK market in the pre-COVID-19 pandemic period;
- ⇒ favoring incoming tourist flows to Emilia-Romagna from the UK market, acquiring a positioning as a multi-interest holiday destination, intercepting the new tourist consumers defined by the COVID-19 pandemic in the UK market;

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⇒ enhance and promote to the final consumer, in the UK market, the territories with a tourist vocation and the tourism products of the Emilia-Romagna Region.

The objective / target of the project is the UK market

Service description and technical specifications

The basic service consists of:

- Study, Research and Training
- Design and definition of a communication strategy, of the annual plan of media relations activities and its implementation
- Media relations
- Press office
- Collection of articles published following actions carried out (Educational Tour, journalist requests, Events, Newsletters) and clipping service for magazines only.
- Support for participation in trade fairs on the occasion of UK tourism fairs in which Apt Servizi attends
- Selection and invitation to individual and small group press trips, including the identification of the not-to-be-missed activities in the case of press trips for small groups.
- o Reporting
- o Crisis management

Technical-professional skills

All bidders are required to possess the following technical and professional skills, subject to evaluation. It should be noted that the lack of one or more of the required knowledges, skills and experience does not represent a reason for exclusion, but each of them contributes to the evaluation of the offer.

 \Rightarrow Multiannual experience in the fields of media relations, public relations, communication, press office in the UK.

 \Rightarrow Multiannual experience in managing media & public relations and press office campaigns for clients in the tourism and travel, food & wine, lifestyle, art and culture, sport sectors.

 \Rightarrow Experience in the management of communication, media & public relations and press office projects for regional and / or national DMOs (tourist boards).

 \Rightarrow In-depth knowledge of the world of media in relation to the UK market, updated ability to govern the logic of the media and constant work with traditional and new media, with local and national media editors, with freelance and influencers.

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 \Rightarrow Human resources: the team that the agency intends to allocate to customer management must include at least two native English speakers.

Documents of the technical-economic offer

The technical-economic offer must consist of the following documents:

1. Company profile / curriculum vitae of the agency, curricula of the people forming the work team (with indications of the languages spoken and written and the level), client portfolio, at least two case history (one for a DMO and one for a travel&tourism client).

2. Client vision (Emilia-Romagna Region tourism sector) - expectations, objectives, identities, strengths, criticalities - and synthetic analysis of the market, media scenarios and competitors, aimed at motivating and providing the basis for the strategy. With particular reference to the current situation and the effects of the impact of the COVID-19 pandemic on the UK travel and holiday industry.

3. General strategy of media & public relations and press office (objectives, concepts, tactics, targets, most effective media, key messages for target, etc.).

4. Annual plan of operational activities and relative time schedule (with list of added services or improvement if applicable)

5. Economic offer - the price must be expressed in Euros, net of VAT. The economic offer is intended as all-inclusive of all the variety of services indicated in the point "Description of the service and technical specifications", travel / stay / travel costs, media clipping for magazines, stationery and any other cost related to office set up. It is understood that Apt Servizi will cover costs relating to press conferences and media events (venue, catering, hostess / steward, interpreters, etc.), press trips (travel, accommodation and food for the agency employee who will accompany media and participants), hospitality in Emilia-Romagna for participation in meetings and for annual training.

All documents must be clear, detailed and accurate to allow a correct evaluation of the offer and may be sent in Italian or English.

Responsibilities and Obligations

The successful bidder is directly and exclusively responsible for damages deriving from causes attributable to him of any nature, which are caused by his staff to persons or things, both of

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the administration and of third parties, due to omissions or negligence in the performance of the service. In any case, the successful bidder undertakes to comply with the regulations in force related to safety and the prevention of accidents at work, in the execution of contractual services, all current laws, regulations concerning social insurance and any other regulatory prescription that may be issued on the matter.

It also undertakes to:

comply with all the obligations towards its employees, on the basis of the laws and regulations in force in the field of work and social insurance, assuming the relative obligations;
implement towards its employees, employed in the service of these specifications, regulatory and remuneration conditions not lower than those resulting from the collective employment contracts applicable to the category and in the localities in which they perform the services,

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

Safety provisions

In order to ensure safety in the workplace, the successful bidder is obliged to strictly comply with the provisions of the legislation on improving the safety of workers in force in their country.

Verification of conformity/Compliance check

Throughout the execution of the service, the successful bidder must allow the administration to carry out checks and controls on the regular performance of the service, on compliance with the terms and conditions.

Verification will also take place by sending periodic reports to Apt Servizi - (on a quarterly basis) on the activities carried out

For the purpose of verifying the conformity of the supply, the successful bidder is also obliged to send Apt Servizi, within the month following the expiry of the contract, a final report of the activities carried out and a copy (paper or digital) of all the redemption of the activities carried out.

Renewal option

The contracting authority reserves the right to renew the contract, under the same conditions, for a duration of one year (2022). The contracting authority will exercise this right by

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communicating it to the contractor by certified e-mail at least 1 (one) month before the expiry of the original contract.

Guarantee

Pursuant to art. 103, paragraph 11 and, by extension, to art. 1, paragraph 2 letter a) D.L. 76/2020 converted with amendments by Law 120/2020, the successful bidder is NOT required to stipulate, before signing the contract, a bank guarantee or a policy insurance to guarantee the exact fulfilment of the contractual obligations assumed, as well as compensation for damages deriving from the non-fulfilment of the obligations themselves.

Penalties

In the event of imperfect, partial or non-performance of the services provided and or failures in the documents signed by the successful bidder, Apt Servizi may apply, after contesting the non-fulfillment, an unquestionable penalty of \in 500.00 plus VAT for each violation, which will be deducted directly from the amount due; the application of the penalty will take place in particular in the following cases:

service that differs in quality and / or quantity;

 delayed execution of the service (at least one month), with reference to the time schedule presented and undertaken in the contract

• failure to comply with the delivery times for reports on the performance and activities carried out;

inadequacy of reporting on performance and activities carried out;

In the event of repeated violations, the amount of the penalty will be doubled.

After the application of a total of 5 (five) penalties, the contract is considered terminated by law.

The application of the aforementioned penalties does not preclude the administration's right to request compensation for any major damage suffered or additional charges incurred by the administration due to delays or breaches of the contractor company.

Express termination clause

The termination operates by law, pursuant to art. 1456 of the Italian Civil Code (express termination clause), in the following cases:

a) arbitrary suspension, abandonment or failure to perform the service or part of it by the contractor;

b) total or partial transfer of the contract;

c) violation of the traceability obligations of financial flows;

d) following the application of five penalties, as specified in the previous clause;

Unilateral right of withdrawal

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Apt Servizi will have the right to unilaterally withdraw from the contract at any time, by notifying the Contractor via certified e-mail (PEC) with at least 30 (thirty) working days' notice. At that point the contractor must cease all contractual services, ensuring, however, through the activation of a direct consultation with Apt Servizi, that such termination does not affect the continuity of the service and does not cause any damage to Apt Servizi.

In the event of withdrawal, the successful bidder has the right to be paid for the services provided following the contract, expressly renouncing any further claim and to any further compensation or indemnity/ reimbursement, also notwithstanding the provisions of art. 1671 of the Italian Civil Code.

Billing and payment terms

Billing will be in equal parts on a quarterly basis.

Payments will be made, by bank transfer, upon receipt of the invoice, within 30 days from a positive compliance check.

The verification will be carried out through the acquisition of the documentation referred to in the previous point "Compliance checks". Failure to send the reports will block the payment of the fee and will give rise to the application of the penalties referred to in the previous point "Penalties".

Payment is in any case subject to the stipulation of the contract.

It is forbidden to proceed with any credit transfer or any proxy for collection unless it is first expressly authorized by APT Servizi.

In addition, the provisions on the split payment provided for by art. 1, paragraph 629, letter b), of the Law of 23 December 2014, n. 190 (2015 Stability Law).

Traceability obligations of financial flows

The successful bidder expressly assumes, pursuant to Article 3 of Law 13/08/2010 no. 136 and subsequent amendments, the obligations of traceability of financial flows envisaged in this regulation, undertaking to provide Apt Servizi with a bank account dedicated to payments. Failure to comply with this clause entails the automatic termination of the contract by law pursuant to Article 1456 of the Civil Code.

Confidentiality

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

Jurisdiction

The Court of Bologna is competent for any dispute arising between the Administration and the successful bidder.

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