



Embassy of Italy
Washington

INSTRUCTIONS TO TENDERERS (ITT)
CIG: BCF3B4A0AD

OPEN BID PROCEDURE FOR THE AWARDING OF HEALTH INSURANCE PLAN FOR LOCALLY HIRED EMPLOYEES UNDER CONTRACT WITH ITALIAN DIPLOMATIC MISSIONS, CONSULAR OFFICES, CULTURAL INSTITUTES, AND RELATED FAMILY MEMBERS IN THE U.S.A.

pursuant to art. 27 of Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on Public Procurement and Italian Ministerial Decree dated 2 November 2017 no.192

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INTRODUCTION

The Embassy is conducting an **open tender procedure** pursuant to article 27 of Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement, in accordance with the general principles of Legislative Decree no. 36/2023 (Italian Public Contract Code) and Ministerial Decree dated 2 November 2017 no.192, for the purpose of the **awarding of Health Insurance plan for locally hired employees under contract with Diplomatic Missions, Consular Offices, Cultural Institutes, and family members in the United States of America**, as more fully described in Section 2 below.

1. CONTRACTING AUTHORITY

Name: **Embassy of Italy, Washington**

Address: 3000 Whitehaven Street, NW Washington, DC 20008

Internet address: <https://ambwashingtondc.esteri.it/en/>

Sole Project Manager: Maria Chirilli

Email address: iscrizioni.washington@esteri.it

2. SCOPE OF SERVICES

The object of the contract is to provide a Health Insurance plan (International – including the U.S. – and/or U.S. Domestic Plan, Fully insured) for locally hired employees under contract with diplomatic missions, consular offices, cultural institutes, and family members located in the following cities: Boston, Chicago, Houston, Los Angeles, Miami, New York, Detroit, Philadelphia, San Francisco, Washington.

On July 15th, 2026 the number of locally hired employees is 71, bringing the total number of individuals to be insured, including dependants, to 131. For a detailed breakdown of the population to be insured, please refer to **Annex 1 – Census Data**. Please, contact the broker NFP (see Section 7) for any additional information relating to the census.

These figures may vary over time due to changes in the number of employees and/or family members. However, the corresponding premium will remain unchanged for the duration of the contract.

The insurance plan has to be performed in accordance with **Annex 2 - Technical Specifications**.

Once the tender has been awarded and the annual premium for each staff category is established, the premium due will be adjusted on a monthly basis to reflect changes in that population.

3. DURATION OF THE CONTRACT AND TERMS OF THE PREMIUM

The Insurance plan contract between the Embassy and the Insurance carrier will be signed for 24 months and the premium amount will be fixed for the duration of the contract. The insurance plan must be entering into force on January 1, 2027.

Duration of service: two years from January 1, 2027 to December 31, 2028.

Maximum contract amount is: US\$ 3.085.724,15, tax exempt, for two years, from January 1, 2027 until December 31, 2028.

Financial proposals shall be submitted on the basis of this amount, with bids expressed as a reduction from the maximum contract amount, in accordance with the procedures set forth in Section 11.3

The awarded **contract amount shall include the brokerage fee** as set forth in Section 7.

4. PLACE OF PERFORMANCE

The place of performance is the United States of America territory.

5. METHOD OF ADJUDICATION

The Tender will be awarded according to the criterion of the Most Economically Advantageous Tender (MEAT), based on the best quality/price ratio, which includes an evaluation of the Tenderer's Technical Proposal and Financial Proposal.

Each offer will be evaluated with a maximum score of 100 points, as follows:

EVALUATION CRITERIA	MAXIMUM SCORE
TECHNICAL PROPOSAL	70 points
ECONOMIC PROPOSAL	30 points
TOTAL	100 points

6. PUBLICATION

The European call for tenders is published on the TED (Tenders Electronic Daily) portal: <https://ted.europa.eu/en/>, the digital supplement to the Official Journal of the European Union.

The Embassy published this ITT, including the Annexes:

- on the website of the Embassy of Italy in Washington D.C.:
<https://ambwashingtondc.esteri.it/en> then Click at the bottom of the page TRANSPARENT ADMINISTRATION, then click CALL FOR PROPOSALS
- on the website of the Italian Ministry of Foreign Affairs and International Cooperation:

<https://maeci.traspare.com/announcements>, then select English on the language icon on the top right.

CPV code: 66512200-4 - Health insurance services

7. BROKERAGE SERVICE

The Embassy of Italy assigned insurance brokerage and management services to NFP (contact person Nader Barakat, Vice President, Corporate Services, and International Coverage Specialist, email address: nader.barakat@nfp.com).

The Embassy of Italy and the broker NFP agreed that **the broker commission rate is set as follow: 4% of the premium**. The broker commission rate **will be fixed for the duration of the insurance contract** (January 1, 2027 - December 31, 2028).

The compensation of the commission rate is sole and exclusive responsibility of the Insurance Company in the percentage indicated above. The Embassy shall not be required to remunerate the broker for the services rendered.

8. ELIGIBILITY OF TENDERERS AND REQUIREMENTS

According to art. 57 and 58 of Directive 2014/24/EU tenderers must possess—under penalty of exclusion—the general requirements set out in Section 8.1, as well as any qualification requirements specified in Section 8.2.

The absence of grounds for exclusion and the possession of special requirements shall be attested by means of a substitute declaration or a sworn statement made before a public notary, in accordance with the template provided in ***Annex 3 – Single Requirements Document***.

The economic operator authorizes the Contracting Authority to verify the veracity of the declarations regarding the possession of said requirements with the competent authorities.

8.1 General requirements

In order to participate in the bidding process, the bidders must have and declare the following absence of causes for exclusion (see ***Annex 3 – Single Requirements Document***):

- a. That they are not in a status of bankruptcy, liquidation, closure of activities, or composition with creditors or in any other analogous condition and that no proceedings leading to same are currently under way.
- b. That they have not been declared insolvent by a Court in a determination other than a decision of bankruptcy that entails, in compliance with U.S. legislation, the partial or total incapacitation to manage or dispose of assets.
- c. That there are no pending proceedings to verify a state of insolvency that may lead, in compliance with federal, state or local legislation, to a declaration of bankruptcy or to any other condition entailing the partial or total incapacitation to manage or dispose of assets.

- d. That they have not been convicted by a court of any crimes against professional conduct or of financial crimes; this affidavit must be provided also for all company management and experts and for all employees that will be used.
- e. That they have not been convicted of making false statements in the drafting of required information for other solicitations and awards.
- f. That they have not been in the past and are not presently in default with the conditions of another contract.
- g. That they have not been in the past and are not presently in default with social security contributions and other benefits due employees under U.S. law.
- h. That they have not been in the past and are not presently in default with tax and fee obligations of any nature.
- i. That they have not been convicted of financial crimes or professional misconduct.
- j. That they do not use child labor and/or other forms of trafficking in human beings.

The Embassy reserves the right to verify, at any stage of this ITT, that the tenderer is compliant with all the requirements: technical and professional ability, economic and financial standing, and general requirements.

8.2 Special Requirements

To participate in the tender, tenderers must have:

- professional requirement: the tenderer must be an insurance company duly authorized and licensed to transact the relevant class or line(s) of insurance in the entirety of the territory of the United States and must maintain all licenses, certificates of authority and other regulatory authorizations required under applicable U.S. state insurance laws throughout the term of the contract.
- economic and financial requirement: during the 24 months preceding the publication date of this solicitation, the tenderer must have achieved average annual gross revenues of not less than US\$ 10,000,000.00.
- technical and professional requirement: during the 24 months preceding the publication date of this solicitation, the tenderer must have provided at least two insurance contracts or insurance programs comparable in nature and scope to the coverage covered by this tender, each having an annual contract value of not less than US\$ 3,000,000.00.

9. SUBCONTRACTORS

The tenderer shall indicate in its bid any parts of the contract it intends to subcontract. Failure to provide such indication shall result in a prohibition on subcontracting. In any event, the performance of the contract in its entirety may not be subcontracted.

The tenderer shall also indicate its proposed subcontractors in its bid. Failure to indicate subcontractors shall result in a prohibition on subcontracting. Subcontractors must meet the requirements set out in

the tender notice regarding the services to be subcontracted and must not be subject to any of the grounds for exclusion referred to in Article 5 of these tender specifications.

Prior to the commencement of the relevant services, the contracting authority shall obtain the subcontracting agreement and declarations from the subcontractors attesting to their fulfillment of the requirements and the absence of grounds for exclusion.

No portion of the Services may be subcontracted or assigned without the Embassy's prior written consent. Any purported subcontracting or assignment of the Services without the Embassy's express written consent shall be null and void *ab initio*.

The successful tenderer expressly agrees to replace any subcontractors found to be subject to grounds for exclusion or lacking the required qualifications, in accordance with the instructions provided by the contracting authority.

The successful tenderer and the subcontractor shall be jointly and severally liable to the contracting authority for the performance of the services covered by the subcontracting agreement.

The successful tenderer agrees that the contracting authority may make payments due for services rendered directly to the subcontractor.

10. BID SUBMISSION GUIDELINES AND CLARIFICATIONS

The package containing the tender bid and the specified documentation must be properly sealed and delivered via postal service or authorized courier agency by **no later than October 19, 2026 at 10:00 a.m. Washington D.C. time** to the following address:

**EMBASSY OF ITALY IN WASHINGTON
ADMINISTRATIVE OFFICE
3000 Whitehaven Street, NW, Washington, DC 20008
Attn: RUP Maria Chirilli**

Tenderers also have the option of hand-delivering the package—provided the mandatory deadline is met—to the Administrative Office of the Embassy of Italy in Washington between 09:00 and 12:00, Monday through Friday. Staff on duty will issue a receipt indicating the date and time of delivery.

The timely delivery of packages remains the sole responsibility of the senders.

The package—duly sealed by affixing a glued paper strip, adhesive tape, or equivalent means capable of ensuring security against tampering across the closure flaps—must bear the following information on the outside: details regarding the candidate economic operator (name or company name, EIN number, address, telephone number, email and details regarding the subject matter of this procedure). In particular, the package must bear the following wording:

“DO NOT OPEN – Contains offer regarding the call for tenders for the award of services for Health Insurance plan for locally hired employees under contract with Diplomatic Missions, Consular Offices, Cultural Institutes, and family members in the United States of America – CIG BCF3B4A0AD

Any tenderer wishing to participate in this ITT, may obtain **clarifications** by submitting written questions to the email address iscrizioni.washington@esteri.it, **at least 10 days prior to the deadline.**

Any requests for clarifications shall be written in English. No clarifications by telephone shall be permitted.

The Embassy will publish in anonymous form answers to requests for clarifications at least 6 days prior to the deadline for the submission of bids and/or additional information regarding this ITT on the webpage dedicated to this procedure on the contracting authority website (<https://ambwashingtondc.esteri.it/en>). Such publication constitutes formal notification.

It is recommended to periodically consult the webpage dedicated to this procedure on the contracting authority website to remain updated on any further notices and useful communications regarding this ITT.

Any submission hereunder, including any attachments, evidence or information, must be clear, concise and complete. The Embassy reserves the right to downgrade a tenderer or exclude it from the procurement if its tender contains ambiguities, contingency clauses or lacks clarity. Tenderers shall submit only the information necessary to respond effectively to this ITT, omitting superfluous information. Tenders will be evaluated based on information submitted by the deadline.

11. BID DETAILS

Under penalty of exclusion, **bids must be received in accordance with the terms set out above.**

Should the tender and/or the documentation submitted for participation in the procedure be signed by a representative of the economic operator, appropriate documentation (power of attorney, board resolution, etc.) proving signatory authority must be provided.

The tender and the documents attached thereto must be drawn up in English in accordance with the instructions set out in this ITT.

Multiple, conditional, or alternative tenders will be excluded.

By submitting the tender, the bidder accepts all tender documentation, including Annexes and clarifications.

The tender is binding on the bidder and irrevocable for 180 days from the deadline specified for the submission of tenders.

The package, transmitted in accordance with the procedures set forth in the preceding Section 10 must contain three closed and sealed envelopes, bearing the sender's details, an indication of the subject matter of the contract, and the labels below:

- A. Administrative dossier
- B. Technical proposal
- C. Financial proposal

11.1 ENVELOP “A - Administrative Dossier”

The Administrative Dossier must include the following documents:

- a) Application form (*see Annex 5- Application Form*), completed and signed by the authorized officer or legal representative of the bidder and sealed by public notary;
- b) Copy of the license authorizing the company to operate as an insurance carrier in the United States. The tenderer formally authorizes the Embassy to carry out checks on the truthfulness of the declarations made regarding the requirements.
- c) Declaration stating the absence of causes for exclusions and that meets all the selection criteria required in the present procedure (see Annex 3 - *Single Requirements Document*), signed by the authorized officer or legal representative of the bidder and sealed by a public notary;
- d) Declaration of capability to offer an Extensive National PPO network of providers.
- e) The total value of economic/financial viability through submission of the following:
 - extract of P&L statement from last two FY;
 - the insurer's Annual Statements for each of the two most recent financial years preceding the publication date of this solicitation. The tenderer must have achieved average annual gross revenue of not less than US\$ 10,000,000.00;
 - evidence that, during the 24 months preceding the publication date of this solicitation, the tenderer provided insurance coverage under contracts similar in nature and scope to those covered by this solicitation, with an aggregate annual premium amount of not less than US\$3,000,000.00.
- f) Declaration on the protection of personal data, signed by the authorized bidder (see *Annex 4 – Privacy Note*).
- g) A copy of ID of the authorized officer or legal representative of the bidder

Any of this information will be visible exclusively to the Embassy and to no other tenderer until the contract award (see Section 15 below).

11.2 ENVELOP “B - Technical proposal” (up to 70 points).

The technical proposal is submitted under the assumption that all the services and benefits will be provided **for two years** (from January 1, 2027 until December 31, 2028).

The insurance company shall submit its best technical proposal in compliance with the requirements set out in Annex 2- Technical Specifications of the service and all other requirements listed below.

Please, provide plan offerings, services and programs with the co-pay or percentage of the coverage duly signed by Authorized Officer or Legal Representative.

Do not upload the financial exhibit in this section. The inclusion of any element of the financial offer in this envelope shall result in the exclusion of the economic operator from the procedure.

The contracting authority may request clarifications regarding the technical offer at any time, granting the economic operator a deadline as set under paragraph 13.1. Clarifications provided may not alter the technical offer in any way.

The evaluation of the Technical proposal will be conducted on the basis of the following criteria and the corresponding score will be awarded based on the evaluation matrix set out below.

ASSESSMENT OF THE TECHNICAL PROPOSAL	UP TO 70 POINTS
1) The insurance plan offers benefits as outlined in <i>Annex 2 - Technical Specifications</i>. The insurance plan shall provide all benefits, coverage levels and conditions specified in Annex 2 – Technical Specifications. Tenderers shall provide a detailed description of the benefits and coverage offered, clearly indicating compliance with each of the requirements set out in Annex 2. In addition, the Contracting Authority will assess any possible enhanced insurance benefits and improved cost-sharing conditions offered by the tenderer beyond the set requirements.	Up to 21
2) The insurance plan ensures an <i>Extensive National PPO network of providers</i>. The insurance plan shall provide access to a broad national Preferred Provider Organization (PPO) network of healthcare providers. Tenderers shall provide documentary evidence of the PPO network, in particular by indicating the total number of in-network healthcare providers, the number and names of in-network hospitals and healthcare facilities in the following cities: Boston, Chicago, Houston, Los Angeles, Miami, New York, Philadelphia, San Francisco, Washington and the States and territories in which the PPO network is available.	Up to 12

The evaluation will take into consideration, in particular, the size and breadth of the PPO network, the number and geographic distribution of in-network hospitals, the healthcare facilities, physicians and specialists, the geographic coverage across the United States, the availability of providers in the States and territories covered by the network, and the accessibility of in-network providers in areas where the insured population is concentrated.	
3) The insurance carrier guarantees a dedicated <i>Member Service Department</i> that provides services regarding providing network access issues, claims resolution, and other matters directly related to the insurance contract. Tenderers shall provide a detailed description of the Member Service Department. The evaluation will take into consideration, in particular, the availability and accessibility of the service, staffing levels, qualifications of the personnel, response times, issue-resolution times, escalation procedures and overall service-management arrangements.	Up to 9
4) The insurance carrier provides the client with a dedicated <i>Account Management Team</i>. The insurance carrier shall provide the Contracting Authority with a dedicated Account Management Team responsible for the overall management of the insurance contract and for coordinating operational, administrative and contractual matters. The evaluation will take into consideration the experience and qualifications of the proposed team, the adequacy of the organizational structure, the level of dedicated resources, accessibility, response and resolution times, escalation procedures and reporting arrangements.	Up to 6
5) The insurance plan includes a <i>24/7 Nurse Line</i>. The insurance plan provides a 24-hour, 7-day-a-week Nurse Line providing members with access to qualified healthcare professionals for clinical information, health-related guidance and assistance in determining the appropriate level of care.	Up to 6

The evaluation will take into consideration the availability and accessibility of the service, the qualifications and experience of the healthcare professionals, response and waiting times, the effectiveness of procedures for handling urgent and emergency situations, referral and follow-up arrangements, the availability of multilingual and digital support, and the integration of the Nurse Line with the insurer's broader healthcare and Disease and Care Management services.	
6) The insurance plan offers <i>Disease and Care Management System</i>. The insurance plan provides comprehensive Disease and Care Management programs designed to support members with chronic, complex or high-risk health conditions and to promote appropriate, coordinated and cost-effective care. Tenderers shall provide a detailed description of the Disease and Care Management programs. The evaluation will take into consideration the scope and comprehensiveness of the Disease and Care Management programs, the range of health conditions and member populations covered, the qualifications and experience of the professionals involved, the effectiveness of member identification and enrollment procedures, the quality of individualized care planning and follow-up, the level of coordination among members and healthcare providers, the approach to managing high-risk and complex cases, preventive and health-management initiatives, and the integration with the Nurse Line and other healthcare services.	Up to 3
7) The insurance carrier implements a secure and integrated member <i>Website</i>. The insurance carrier provides a secure and integrated online Member Portal enabling members to access and manage their insurance benefits and healthcare services electronically. The evaluation will take into consideration the range and quality of the functionalities available, ease of use, integration with other member services, accessibility, security features and the overall user experience.	Up to 3
8) The insurance carrier ensures the <i>integrity of member data and fraud investigations</i>.	Up to 3

The insurance carrier ensures the integrity, security and confidentiality of member data and provides effective systems and procedures for the prevention, detection and investigation of fraud, abuse and improper use of healthcare benefits. The tenderers shall provide a detailed description of the member data integrity and fraud management capabilities, The evaluation will take into consideration the effectiveness and maturity of the data integrity and fraud management framework, the robustness of security and access controls, the sophistication of fraud detection capabilities, the use of analytics and technology, the effectiveness of investigation and escalation procedures, the quality of reporting and auditability, and the overall ability to protect member data and healthcare benefits from fraud, abuse and improper use.	
9) The insurance carrier guarantees availability of <i>Mobile Apps, Provider Directory and Technology</i>. The insurance carrier provides secure, accessible and user-friendly digital solutions, including mobile applications, provider directory functionality and supporting technologies, enabling members to access and manage their insurance benefits and healthcare services through digital channels. Tenderers shall provide a detailed description of the mobile applications, provider directory and related digital technologies. The evaluation will take into consideration the range and quality of mobile and digital functionalities available, ease of use, accessibility, availability and performance, quality and usability of the provider directory, integration with the Member Portal and other digital services, security and privacy features, technological maturity, and the overall user experience.	Up to 3
10) The insurance carrier sets single <i>Claims Platform</i>. The insurance carrier provides an integrated and user-friendly Claims Platform enabling the client and members to submit, monitor and manage claims electronically. The evaluation will take into consideration the degree of integration and centralization of the Claims Platform, range and quality of functionalities, ease of use, transparency of claims processing, speed and accuracy of claims information, reporting and analytics capabilities, integration with other	Up to 3

member and healthcare services, procedures for managing disputed or rejected claims.	
11) The insurance carrier provides the client with <i>multicultural, multilingual member support capability</i>. The insurance carrier provides multicultural and multilingual member support capabilities, enabling members to access customer service and healthcare-related assistance in languages other than English. Tenderers shall provide a detailed description of the multicultural and multilingual member support capabilities. The evaluation will take into consideration the breadth and quality of languages supported, availability and accessibility of multilingual representatives and interpretation services, quality and consistency of translated communications and digital content, coverage across different service channels, responsiveness to members' cultural and linguistic needs, accessibility, quality assurance measures, and the overall effectiveness of the multilingual member support experience.	Up to 1

For each criterion, points will be awarded as follows:

- The criterion is completely satisfied: maximum score
- The criterion is mostly satisfied: 2/3 of maximum score
- The criterion is only partially satisfied: 1/3 of maximum score
- The criterion is not satisfied 0 points.

11.3 ENVELOP “C - Financial Proposal” (up to 30 points).

The insurance plan cost will include the broker commission rate as specified under Section 7 above.

The financial proposal is submitted under the **assumption that all the services and benefits will be provided for two years (from January 1, 2027 until December 31, 2028).**

Tenderers must submit the best financial proposal for the entire population to be covered (see *Annex 1 – Census Data*). They are required to provide a price breakdown for the individual personnel categories: employee only, employee plus spouse, employee plus child(ren), and employee plus family (spouse and child/children).

The population to be insured may vary in both size and composition over the two-year term of the contract. Accordingly, any changes in the size or composition of the insured population may result in a corresponding adjustment to the total premium payable. However, **the premium rates applicable under the contract shall remain fixed and unchanged in nominal terms throughout the two-year contract.**

The total amount of USD 3.085.724,15 shall constitute the maximum base bid for the two-year contract term.

Tenderers shall submit a total amount of premium, in USD, that is lower than this amount and inclusive of the broker's commission, from January 1, 2027 until December 31, 2028 following the Annex 6 – Financial Proposal.

Any tender exceeding the maximum base bid shall be deemed non-compliant and excluded from further evaluation. For the purpose of the financial evaluation, only the first two decimal places shall be taken into consideration.

The Embassy of Italy is VAT exempt.

Up to 30 points will be awarded to the financial proposal.

The economic score will be calculated using the following concave nonlinear absolute-score formula:

$$P_i = P_{\max} \times [1 - (1 - R_i)^6]$$

P_i is the score of the i-th bidder

$P_{\max}$ is the maximum score that can be assigned to the economic bid

R_i = the discount percentage (expressed as a decimal) of the i-th bid

12. THE EVALUATION COMMITTEE

The Evaluation Committee is appointed after the deadline for the submission of bids, in accordance with the provisions of Art. 12 of Ministerial Decree 192/2017, and is composed of three members, selected based on professional qualifications and experience. The Evaluation Committee is responsible for evaluating the competitors' technical and economic bids based on the criteria and formulas specified in Section 11 above.

The composition of the Evaluation Committee will be published on the contracting authority's official website and on the website of the Italian Ministry of Foreign Affairs and International Cooperation.

The Evaluation Committee is responsible for evaluating the competitors' technical and economic bids.

The Sole Project Manager (RUP) may avail themselves of the Evaluation Committee's assistance for the purpose of verifying administrative documentation and assessing whether bids are abnormally low.

13. TENDER SELECTION PROCESS

The first public session will take place after the deadline for the submission of bids at the Embassy of Italy in Washington DC, at the address indicated in Section 1 above, on a day that will be published on the webpage dedicated to this procedure as specified above in the Section 6. The legal representatives of the competing economic operators, or persons delegated by them, may attend.

If necessary, this public session will be adjourned to a later time or to subsequent days. The venue, date, and time will be communicated to the bidders—at least two days prior to the scheduled date—via a notice posted on the dedicated tender page of the contracting authority’s website, which bidders are advised to check frequently.

Any subsequent public sessions will be communicated to the bidders in the same manner.

During the first public session, the Evaluation Committee shall verify that the bids have been submitted within the prescribed deadline and that the packages received from the bidders are duly sealed and intact. The Committee shall then open the packages and verify the completeness of the administrative documentation contained in Envelope “A – Administrative dossier” and its compliance with the requirements set out in this ITT. The detailed examination of the administrative documentation may be carried out by the Evaluation Committee in a closed session.

Subsequently, the Single Procurement Procedure Manager (RUP) shall, where appropriate, carry out the following activities, which may be performed in a closed session:

- a) initiate, where applicable, the procedure for the rectification of formal deficiencies (*soccorsu istruttorio*) referred to in Section 13.1 below;
- b) adopt the decision determining exclusions of bidders from and admissions of bidders to the tender procedure, and arrange for its publication on the dedicated tender webpage of the Contracting Authority’s website.

The contracting authority reserves the right, at any stage of the procedure, to initiate the procedure for the rectification of formal deficiencies referred to Section 13.1 below, should this prove necessary to ensure the proper conduct of the procedure itself.

Subsequently, the Evaluation Committee shall open Envelope “B = Technical proposal” and verify the presence and completeness of the documents required under this ITT.

In one or more closed sessions, the Committee shall examine and evaluate the technical proposals and assign the relevant scores in accordance with the evaluation criteria and formulas set out in Section 11.2 above.

Subsequently, in a public session, the Committee shall announce the scores assigned to the individual technical proposals.

In the same session, or in a subsequent public session, the Committee shall open Envelope “C - Financial proposal”, and proceed with the evaluation of the financial proposals, which may also be carried out in a subsequent closed session, in accordance with the criteria and procedures described in Section 11.3 of this ITT.

The winning bid will be the bid achieving the highest total score, calculated as the sum of the points awarded for the technical and economic proposals.

In the event that the tenders of two or more competitors achieve the same overall score, but different scores for price and all other evaluation elements, the bidder achieving the highest score for the financial proposal shall be ranked first.

Upon completion of the aforementioned operations, the Evaluation Committee shall draw up the final ranking of the bidders.

All tender proceedings, whether held in public or closed session, shall be recorded in the minutes.

13.1 Procedural assistance to remedy deficiencies in the documentation

The declarations and documents submitted by the tenders may be subject to requests for clarification, supplementation, or rectification by the Embassy of Italy in Washington, in accordance with Article 56, paragraph 3 of Directive 2014/24/EU (*soccorso istruttorio*).

The Contracting Authority shall grant the tenderer a period of not less than five days and not more than ten days to provide, supplement, or rectify the submitted declarations or documents, specifying the required content and the parties responsible for providing them. The Embassy shall request the tenderers to submit the required supplementary information or clarifications to the email address indicated in the Application Form (see *Annex 6*).

Failure to comply with such request, or inaccurate or late compliance, shall constitute grounds for the exclusion of tenderers from the tender procedure.

14. ANOMALY IN THE TENDER

Pursuant to Art. 13 of Ministerial Decree 192/2017, a tender is deemed anomalous when the scores awarded for the price and for the technical proposal are both equal to or greater than four-fifths of the maximum possible score.

The contracting authority reserves the right to verify any tender that, based also on other factors, appears abnormally low. Furthermore, at this stage, the reasonableness, seriousness, sustainability, and feasibility of the tender will also be evaluated.

The contracting authority may proceed to verify the reasonableness of all abnormally low tenders simultaneously.

The Sole Project Manager (RUP) shall request the bidder to submit explanations—where appropriate, specifying the components of the tender deemed anomalous—and shall set a strict deadline for the economic operators to respond following receipt of the request.

Justifications regarding mandatory minimum wage rates and statutory safety costs are not permitted.

The RUP shall exclude tenders that, based on an examination of the elements provided in the explanations, prove to be unreliable overall.

15. ADJUDICATION AND GUARANTEE

Award will be adjudicated to the bidder that submits the most economically advantageous offer, that is the one achieving the highest score based on the sum of the technical and economic scores, assigned as specified on the Sections 11.2 e 11.3 above.

The adjudication will occur even at the presence of one single bidder providing a complete and valid offer.

The Embassy reserves the right to annul the bidding procedure where it is deemed not appropriate.

Partial bids are not admissible.

The contract is awarded following the successful verification that the requirements prescribed by these tender specifications are met—conducted in accordance with Article 60 and Annex XII of Directive 2014/24/EU—and the award takes immediate effect. The contracting authority shall notify all tenderers of the award within five days.

Upon adjudication and prior to stipulation of the contract, the Embassy will request presentation of a guarantee in the form of a performance bond or certified check in the amount of 10% of the total amount of the contract. The guarantee referred to in the preceding paragraph must include an express waiver of the benefit of prior enforcement against the principal debtor and must become effective within 15 days upon a simple written request from the contracting authority. It shall remain valid for the entire duration of the contract and shall be forfeited to the contracting authority in the event of fraud or non-performance attributable to the contractor, or explicitly released upon the expiration of the contract following the issuance by the contracting authority of the certificate of conformity regarding proper execution.

Following the award of the contract, if the successful tenderer indicated during the application stage the services it intends to subcontract, it must submit the following documents regarding the subcontract to the contracting authority:

- a copy of the subcontract agreement, signed by a public notary;
- the Single Requirements Document declaration from the subcontractors, in accordance with the template in Annex 3 to the present ITT;
- any additional documentation that the contracting authority reserves the right to request, including to verify that the subcontractor meets the requirements set out in the present ITT regarding the subcontracted service.

The Embassy reserves the right to cancel the award of this bid (even after the signature of the contract) should the adjudication procedure not be approved by the Ministry for Foreign Affairs and International Cooperation in Rome, in which case no participant shall have entitlement to any compensation of any kind for having participated in the process or for having submitted the requested documentation.

16. TENDERER CONDUCT AND CONFLICTS OF INTEREST

Any attempt by tenderers or their advisors to influence the award process in any way may result in the tenderer being disqualified. Specifically, tenderers shall not, directly, or indirectly, at any time:

- a. Devise or amend the content of their tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, or guarantor.
- b. Enter into any agreement or arrangement with any other person as to the form or content of any other tender or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other tender.

- c. Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a tender.
- d. Except as permitted in this ITT, contact the Embassy or any employees or agents of the Embassy in relation to this procurement.
- e. Offer, promise or give any person working for or engaged by the Embassy a financial or other advantage as an inducement or reward for any improper performance of a function or activity relating to this ITT and/or the procurement process.
- f. Attempt to obtain information from any of the employees or agents of the Embassy or their advisors concerning another tenderer or tender.

Tenderers are responsible for ensuring that no direct or indirect conflicts of interest exist (whether personal, financial, or otherwise) between the tenderer, its employees and advisors, and the Embassy, its employees, and advisors. Tenderers must prevent, identify, and remedy any conflicts of interest which may result in any distortion of competition. Any tenderer who fails to comply with these requirements may be disqualified from the procurement at the sole discretion of the Embassy.

17. RESERVATION OF RIGHTS – GROUNDS FOR EXCLUSIONS

The Embassy reserves the right to:

- a. Seek clarification in respect of any part of a tenderer's submission.
- b. Request tenderers to submit, supplement, clarify or complete relevant information or documentation where it appears to be incomplete, erroneous or missing.
- c. Disqualify any tenderer that does not submit a compliant tender in accordance with the instructions in this ITT.
- d. Disqualify any tenderer that is guilty of a material misrepresentation or of negligently providing misleading information in this ITT or the tender process.
- e. Withdraw this ITT at any time.
- f. Choose not to award a tenderer as a result of the current procurement process.
- g. Make whatever changes it sees fit to the Timetable, structure, or content of the procurement process. In this case, tenderers will be given more time to submit their bids.

Any application from the tenderer that arrives after the deadline set under Section 10 will be excluded, regardless of the extent of the delay and regardless of the date indicated in the application.

Any tenderer who, following the verifications carried out by the Embassy, has found itself in violation of any of the provisions referred to in Article 57 of the EU Directive/24/2014, Articles 94 and 95 of the Law n. 36/2023 as indicated in the Section 8.1. and in the Annex 3 – Single Requirements document will be excluded.

18. CONFIDENTIALITY

In accordance with the requirements of Article 21 of Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 and Italian Law n. 36/2023 (Italian Public Procurement Code), the exercise of the right of access is deferred:

- a) with regard to the list of entities that have submitted bids, until the deadline for the submission of said bids;
- b) with regard to requests to participate, documents, data, and information concerning participation requirements, and minutes relating to the bidder admission phase, until the contract award;
- c) with regard to bids and minutes relating to the evaluation thereof, until the contract award;
- d) with regard to the verification of abnormally low bids and minutes relating to said phase, until the contract award.

19. COSTS OF PARTICIPATION

The Embassy will not be liable for any costs related to participation in this ITT, such as, any expenditure, work, or effort incurred by any Tenderer, including if the procurement process is terminated or amended by the Embassy.

20. DATA PROTECTION

The processing of the data received, which constitutes a condition of participation in this ITT, will take place only for the purposes set out in this ITT and in compliance with (EU) Regulation 679/2016 and other current regulatory provisions.

Pursuant to Art. 13 (EU) Regulation 679/2016 on the processing of personal data and on the free circulation of data in order to protect the fundamental rights and freedom of individuals, the Embassy provides the relevant information in ***Annex 4 (Privacy Notice)***. By signing the information notice, the economic operator consents to the processing of the aforementioned personal data by the Client, including the prescribed checks.

It should be noted that the processing of personal data will be based on lawfulness and correctness in full protection of the rights of the participants and their privacy.

The same data will be kept in the records of the Embassy of Italy in Washington D.C. and of Ministry of Foreign Affairs and International Cooperation for administrative and accounting control purposes only and, in any case, for a time not exceeding what is necessary for the purposes of collection and processing.

21. APPLICABLE LAW AND COMPETENT JURISDICTION

Bid selection is governed by Directive 2014/24/EU and Italian Law Ministerial Decree 192/2017.

Disputes relating to this bid fall under the exclusive jurisdiction of the Regional Administrative Court of Lazio (Tribunale Amministrativo Regionale del Lazio) – Via Flaminia 189, 00196 Rome (Italy).

Contract will be regulated by American Law, subject to the specific provisions set forth in the contract template, in accordance with Articles 14–20 of the Ministerial Decree dated 2 November 2017 no.192, Italian Law n. 241/1990 and D. Lgs. 33/2013.

ANNEXES

Annex 1 – Census Data

Annex 2 – Technical Specifications

Annex 3 – Single Requirement Document sealed by a public notary

Annex 4 – Privacy Note

Annex 5 – Application Form sealed by a public notary

Annex 6 – Financial Proposal

The Head of Project for and on behalf of the Embassy
MARIA CHIRILLI