

Chicago Office

CO. AN.: U231C026O1 CO.GE: 654502001 CdC: ICE Chicago 3CB3

MARKET SURVEY NOTICE 2024 - TOP U.S. GROCERY RETAIL CHAINS DIRECTORY MARKET ANALYSIS ITALIAN TRADE AGENCY- CHICAGO

1. INTRODUCTION

The Italian Trade Agency (hereinafter ITA) is the governmental Agency that supports the business development of Italian companies abroad and promotes the attraction of foreign investment in Italy. ITA is headquartered in Rome and operates worldwide from a large network of Trade Promotion Offices linked to Italian embassies and consulates and working closely with local authorities and businesses. In the U.S. the ITA's network operates in New York, Chicago, Los Angeles, Houston, and Miami.

For more information on the ITA and its presence in Italy and the world, please visit our website https://www.ice.it/en/ (Italian/English).

2. AWARDING ENTITY

ITA – Chicago Office, is located on 401 N Michigan Avenue, Suite 1720, 60611, Chicago (Illinois), e-mail: chicago@ice.it, Tel +1 (312) 670-4360, www.ice.it.

The ITA Chicago Chief Procurement Officer (CPO) / Responsabile Unico del Processo (the acronym is RUP in Italian) is Marco Verna, the ITA Chicago Trade Commissioner.

3. OVERVIEW AND MAIN GOALS

In accordance with the mission of promoting and supporting authentic Italian food products in the U.S. and facilitating Italian manufacturers engagement with U.S. supermarket chains, the Italian Trade Agency (ITA) Chicago Office aims to outsource a comprehensive study of the 2024 U.S. grocery Industry, which should cover several aspects, including its ranking based on annual sales, main players, distribution channels as well as current market trends, predicted challenges and opportunities. In particular, the study will focus on the Top 50 U.S. Grocery Retail Chains and will be based on quantitative and qualitative data collection.

The goal is to provide the Italian food producers with a critical tool to help them assess the business opportunity of starting or expanding their business with the U.S. Grocery Retail Chains.

The data gathered during the study will also facilitate the promotional activities of the Italian Trade Agency in support of Italian producers. In addition, part of the results of this research will feed ITA's websites which function as informational platforms as well as a connective bridge for business initiatives between the Italian private label producers and the U.S. retailers.

The content shall be original, even if based on data publicly or widely available. The capability to conduct a critical analysis of the gathered Information has been at the core of the companies invited to bid and will be needed to compile a report which goes beyond a mere statistical data enumeration



and provides valuable advice.

The analysis will be delivered over to the ITA along with exclusive property rights and unrestricted reuse licensing.

4. DELIVERABLES

4.1 Market Research

4.1.1 Layout and content

After the table of content, the market analysis will include a preface which will be provided by the ITA. The market research should then be organized according to the following layout, characteristics, and requirements. The data should be gathered and presented with respect to the goals, variables and criteria highlighted in each chapter of the layout.

Each chapter will include at the end a paragraph named "Challenges and Opportunities- which, in a maximum of 10 short bullet points, will offer some advice related to the subject of the section as a whole.

Executive Summary

The full report will begin with an executive summary of the content of the report, and include scope of the study, methodology employed, reference to results and data analysis, conclusions as well as further developments and suggestions.

The report will also be distilled into a presentation that will be given at the 2024 PLMA Trade Show in Rosemont, Illinois (and/or in another time/location should the ITA deem appropriate to do so).

Chapter 1 – Overview of the U.S. Grocery Industry

This chapter should contain a comprehensive overview of the grocery industry in the United States, covering a wide range of aspects. Each aspect should be thoroughly investigated and researched through a valuable methodology.

The data presented in this chapter should be organized in the following sections:

- 1. Brief economic analysis of the industry in the last 10 years (2014-2024) and predictions for the next 2-3 years (until 2026), with major acquisitions, food store sales and sales growth, share of food sales by retail segment, and grocery industry structure.
- 2. Different path to market for an imported product with identification and brief description of the main players (such as importers, wholesalers, brokers, specialty distributors, buying groups).
- Analysis of the U.S. store formats for grocery products (f.i. grocery stores, convenience stores, drug stores, and mass merchandisers) - This section should investigate where the U.S. consumers can purchase groceries, the success and market share of each format along with a SWOT analysis related to imported specialty food
- 4. Key Product and Consumer Trends
- 5. Trends and Figures of Grocery e-commerce in the U.S. Market
- 6. Analysis of companies' and consumers' attitude and capabilities towards e-commerce
- 7. State of the grocery industry on Private Brands
- 8. Ethnic Food in the USA with a focus on Authentic Italian Food
- 9. Trade Associations and other bodies related to the industry (missions, operations, achievements)
- 10. Major food related U.S. trade exhibitions and events (descriptions, participants, operations,



11. Challenges and opportunities

Chapter 2 – Top 50 U.S. Grocery Retailer Profiles

This chapter will begin with a map of the United States Grocery Retailers broken down into 5 Regions (Northwestern, Midwestern, Northeastern, Southwestern, and Southeastern) and highlight for each Region the Top 5 supermarket chains by store count.

A detailed description of each of the Top 50 U.S. Grocery Retail Chains will follow. Such description should cover, but not be limited to:

- A. Name, address, website, company's contact information
- B. Financial summary: US grocery retailer rank, market share, annual sales of the last 3 years
- C. Store formats, current number of locations (and comparison vs LY) for each store format, store distribution (# of locations in each State), store imprint distribution, new units planned
- D. Number of employees
- E. Overview on the retailer's current business
- F. Procedures for new vendors: retailer's supplier's forms and vendor requirements whenever available, including contact information of buyers, category managers, and private label directors and officers, specialty food buyers, and any other decision maker that could introduce
- G. Authentic food products on the retailer's store shelves Private label: overview, primary brands, department and niche brands, authentic Italian products, affiliations, organization
- H. Overview of e-commerce capabilities and sales
- I. Analysis of the authentic Italian assortment and description of promotional activities
- J. Analysis of the private label portfolio
- K. Challenges and opportunities for authentic Italian products

Chapter 3 – Predictions, Opportunities and Suggestions

In this chapter the awarded service company will provide an accurate and critical analysis of the data gathered during the study, considering the potential opportunities for authentic Italian products, specifying If, where, when and how Italian producers should expand their business operations into the U.S. market and the challenges in terms of export costs, supply chain, and marketing strategies. A paragraph for each of the store formats that carry grocery products will leverage on the challenges and opportunities presented at the end of the previous paragraphs and articulate on those and on the research results.

The Italian Trade Agency remains at the awarded bidder disposal to provide the needed guidance in order to conduct the study. Further direct contacts will be necessary to agree upon the final format.

4.2 Interim steps and final product

The awarded bidder will submit the following documents:

1. Updated Work Plan on a timeline including actual delivery dates of the sections;

2. Preliminary List: the awarded bidder will submit for ITA's approval the list of 50 US grocery retail chains that will be included In the Top 50, the list of the companies that will be included in each grocery operating segment;

3. Interim Report: the awarded bidder will submit an interim report to the Italian Trade Agency within 8 weeks from the signing of the contract, after carrying out 50% of the work. The interim report will be first discussed by both parties, then completed and deepened by the awarded bidder;

4. Final report: the Consultant should conduct the research according to the above guidelines and should submit the final report not later than September 30th, 2024. While the ITA and the awarded



ITALIAN TRADE AGENCY company can fine tune all the contents on an English text.

The final report must be delivered in all the following formats:

- Microsoft Word
- Pdf
- Adobe InDesign
- Digital "print-ready" (format agreed upon)
- 100 bound hard copies of the study to be delivered to the ITA-Chicago office upon completion of the final report
- The final report must also provide digital copies of all available literature (statistics, catalogs, company profiles, etc.) and interviews (if any).

Presentations of report:

- Presentation of the final report to be conducted during the PLMA 2024 show at the Donald
 E. Stephens convention center in Rosemont, IL on November 19, 2024
- Webinar to be presented to Italian Companies- date to be confirmed.

5. LIFE OF THE CONTRACT

The awarded bidder will be given no more than 18 weeks from the signing of the contract to deliver the final version to the ITA the TOP 50 U.S. GROCERY RETAIL CHAINS DIRECTORY MARKET ANALYSIS.

The starting and ending dates of the project are predicted to be from May 26th to September 23th, 2024. The final report must be delivered no later than September 30th, 2024.

ITA and the awarded Company shall enter a Contract based on the price offered by the bid awarded company. It is expressly forbidden to resort to subcontracts, in consideration of the specific nature of the services, which need a trustworthy interlocutor.

The signing of the contract will take place after the official notification and after receiving the requested security deposit (see Art.11) within the maximum time limit of 10 days.

The contract will automatically end once the market analysis is completed and delivered to the ITA. There will be no tacit renewal of the contract.

6. BUDGET

The total budget for this project will **not exceed USD \$35,000.00** (thirty five thousand dollars and no cents), **all included**.

Therefore, the offer must not exceed USD \$ 35,000.00 including local taxes.

Offers exceeding the mentioned amount will be automatically excluded from the BID.

ITA reserves the right to increase or decrease the contractual amount by a maximum of 20% as needed, without any further obligation toward the awarded Contractor.

Please note that the ITA is a tax-exempt organization.

7. MINIMUM REQUIREMENTS FOR PARTICIPATION



In order to participate in this RFQ, the company participating shall meet the eligibility requirements: A. It shall be eligible and possess the necessary qualifications, in full compliance with local laws B. It shall be authorized and licensed to do business in the company's state of residence and in the state of Illinois

C. It shall be located in the USA

D. Register in the ITA's Vendor list (see more details at the following link <u>Vendor Registration</u> <u>Procedure - VRP | Italian Trade Agency</u>

If the company should fail to meet these requirements for the duration of the contract, ITA reserves the right to cancel the contract

8. SUBMISSION PROCEDURE AND DEADLINE

According to the applicable Italian law, <u>and under penalty of exclusion</u>, the offer should include the following two parts in two different envelopes:

- Envelope A "Administrative Documentation"
- Envelope B "Economic Offer"

Please note that failure to seal envelopes "A", "B" and insert them in the Main envelope, as well as their lack of integrity such as compromising confidentiality, <u>are causes of exclusion</u> <u>from the tender.</u>

8.1 ENVELOPE "A" mark it as ADMINISTRATIVE DOCUMENTATION + NAME OF THE COMPANY and OBJECT OF THE TENDER

In this envelope the bidder, <u>under penalty of exclusion</u> must submit the following documents signed by its director or management member:

1. Official company profile

2. Written proposal, including a detailed description of the activities to be performed and of the methodology to be employed

- 3. Work plan on a timeline with release dates of the deliverables
- 4. One or more samples of previous work like the one requested with this bid
- 5. Main sources of the data that would be utilized to conduct the research

6. Attachment A- Acceptance of tender requirements duly filled out and signed

7. Attachment C- Requirements for procurement procedures under the European Union Threshold - <u>duly filled in, dated and signed, notarized along with a copy of</u> the signer's valid ID (state issued driver's license or ID or valid passport)

Any incomplete, irregular, or incorrect content in envelope A "Administrative Documentation" will be ascertained and notified to the offering company. Pursuant to Art. 101, co. 1 of Legislative Decree no. 36/2023, the offering company with an incomplete application, will be given an opportunity to cure.

Do not make any reference to costs in Envelope A.

8.2 ENVELOPE "B" mark it as ECONOMIC OFFER + NAME OF THE COMPANY

This envelope must contain, <u>under penalty of exclusion</u> only the Economic Offer for the entire activity requested in this market survey notice.



It shall be expressed clearly in numbers and must be dated and signed by its director or management member. The offer must be valid for 60 days from its submission date. Please consider that:

- The quotation must be equal to or inferior to the total available budget 35.000,00
- Price Information must be indicated ONLY in the Envelope "B" ECONOMIC OFFER"
- If a discrepancy is found between the proposal indicated in numbers and the one indicated in letters, the lower amount will be taken into consideration
- Multiple option proposals cannot be taken into consideration

8.3 MAIN ENVELOPE

Place the above envelops A and B The Main Envelope - closed and sealed separately - in a single main envelope, marked outside as follows:

- CONFIDENTIAL DO NOT OPEN BID DOCUMENTS 2024 TOP U.S. GROCERY RETAIL CHAINS DIRECTORY MARKET ANALYSIS FOR THE ITALIAN TRADE AGENCY (ITA) CHICAGO OFFICE
- ITALIAN TRADE AGENCY- CHICAGO OFFICE, Attention: Marco Verna, Italian Trade Commissioner, 401 N. Michigan Ave, suite 1720, Chicago, il 60611- USA

• THE ECONOMIC OPERATOR INFORMATION (Company name, TAX ID number, and complete address, including telephone and email, where all subsequent notices shall be sent).

8.4 DEADLINE

The Main Envelope must be must be sealed and sent, <u>only by Mail or express courier (not</u> <u>hand delivery</u>) received by ITA - Chicago Office, within May 20th, 2024 at 12:00pm (CST), exclusively at the address indicated above.

- The timely delivery of the envelope is at the sole risk of the senders, and ITA assumes no responsibility if they are not received by the deadline or are not intact. No compensation or reimbursement of expenses is due to the economic operators for the presentation of the offer.
- It should be noted that "sealing" is to be understood as an airtight seal bearing any sign or imprint, affixed to plastic material such as a glued strip or sealing wax, such as to seal the envelope and envelopes, attest to the authenticity of the original seal coming from the sender, and guarantee the integrity and non-tampering of the envelope and envelopes.

9. EXCLUSIONS CLAUSES

No offers shall be accepted and therefore will be excluded from the tender process if:

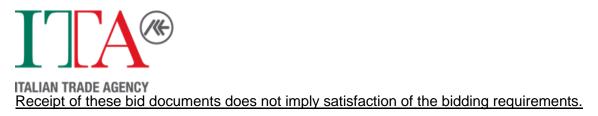
• Received after the deadline or have been presented in a form other than that indicated above;

• Conditional or if they do not clearly accept the conditions required, create misunderstandings as to the contractor's willingness to adhere fully to the said conditions or the indication of the cost.

• Incomplete, even if mailed within the stated deadline. An offer is deemed to be incomplete if a bidder does not accept all the terms of this IFB.

• Failure to meet even one of the requirements of participation (listed in the art. 7) related to the candidate company.

• There are multiple offers. Each bidder must participate by submitting a single bid.



10. AWARDING CRITERIA

The contract will be awarded based on the *lowest price*, pursuant to art. 7 par. 2 letter a and art. 11 of Decree of the Ministry of Foreign Affairs n. 32 of January 17th, 2024.

The bid documents will be opened and examined on May 20, 2024 at 2:00pm (CST), at the premises of ITA - Chicago Office.

ITA reserves the right to ask for additional information, in the event one of the offers is substantially lower than the others.

Notice: The Contracting Authority has the authority to award the contract even if only one bid has been submitted, provided it is deemed valid and worth accepting. Moreover, ITA has the authority not to award the contract, if it deems it appropriate to exercise the right of self-protection and if it finds that the bids received do not comply with the technical and financial contents set forth herein. In the event of a tie, the companies with identical scores will be called for a draw in open session. No compensation or reimbursement of expenses will accrue to the invited bidder because of the submission of the bid.

11. COMPANY'S OBLIGATIONS

In the execution of the contractual obligations, the awarded company is required to:

- carry out the service with the maximum care and diligence, in accordance with the provisions of this market survey

- transfer all the produced material and its copyrights to ITA. The Company agrees to transfer to ITA the right to use and reproduce the provided materials (images, videos, contents, etc..) for any purposes and without limitations, in addition to holding ITA harmless from all legal actions and/or claims by third parties alleging violation of rights, including, but not limited to, intellectual property rights, patents, copyrights, trademarks and similar industrial property rights, violation of privacy and damage to public image

- designate at least one of their employees as the contact person in charge of providing the services attached herein. The contact person shall ensure the proper execution of services, acting promptly to solve any problem that may arise and answering in a timely manner to any request made by the ITA. The contact person shall not change during the life of the contract, unless rightfully justified by the supplier

- comply with all applicable rules, regulations, and laws, be they general or specific provisions for the sector of the products at issue, in particular existing technical and safety provisions as well as the ones that may be issued after the execution of the contract

- provide all the services set forth herein, using its own technical equipment and without charging ITA for additional costs in connection with the purchase, rental and maintenance of the devices used for design and printing of the materials.

ITA reserves the right to:

- request all the changes that they will deem appropriate before final delivery of the product. Therefore, if the proposed submission does not get first approval, the awarded company shall revise the same based on the instructions provided by ITA until the submission is approved. Please note



that approval of the submission by ITA is a prerequisite for the execution of activities and pertaining expenses.

The awarded company, in the execution of the above services, shall adhere strictly to the specifications and instructions provided by ITA and shall not make any changes of their own volition. The awarded company shall guarantee that all services are rendered accurately and in full cooperation with the contact persons at the ITA

- to request changes to the proposal after it has been accepted, without a rise in costs; it also reserves the right, at its sole discretion, to reject the proposals submitted and therefore the winning company agrees to waive all rights to compensation or indemnification of any type.

12. SECURITY DEPOSIT

The Awarded Company must submit a performance surety bond or a non-transferable cashier's check that amounts to 5% of the contract value before signing the agreement. The expenses to obtain the performance surety bond shall be the responsibility of the bidder. The performance surety bond or a non-transferable cashier's check, whichever you choose, must be issued in favor of: Italian Trade Agency, Chicago Office, 401 N Michigan Avenue, Suite 1720, 60611, Chicago (Illinois).

Submitting a security deposit is mandatory.

The down payment Contractor already disbursed (according to the IFB) even if in the form of a security bond shall be returned after conclusion of the contractual obligations and after ITA Office confirmation that the company has duly provided the services in accordance with the contract.

13. TERMS OF PAYMENT

The service will be paid via ACH according to the following payment schedule:

- the first payment of 25% of the total cost shall be paid within thirty days after the signing of the contract and ITA's receipt of an Invoice addressed to the ITA
- the second payment of 50% of the total cost shall be paid within thirty days upon presentation of the interim report and ITA's receipt of an invoice addressed to the ITA
- the final payment of 25% of the total cost of the service + 10% caution fee shall be paid within thirty days upon ITA's receipt of the final report and an Invoice addressed to the ITA

14. PENALTY

For any delays over one (1) week in delivering any commissioned item, there will be a deduction from the contract's total amount equal to 2% per week, up to a total of 10% of the total amount of the contract.

15. INDEMNITY

The appointed company will be asked to defend, indemnify, and hold ITA harmless against any matters, including conduct sustained or incurred as the result of any claim, suit *or* proceeding made, brought, or threatened against ITA arising out of this project.

16. COMPETENT JURISDICTION

In case of a dispute between the Italian Trade Agency and the awarded company, the Court of Law of Illinois, U.S.A., will be competent jurisdiction.



ITALIAN TRADE AGENCY In the event of a disagreement between ITA and the appointed company, the prevailing party shall be entitled to recover attorney's fees and costs from the non-prevailing party

17. <u>REFERRAL RULES</u>

For all other terms and conditions not regulated herein, please refer to the provisions of Ministerial Decree 32/2024; the civil law governing the conclusion of the contract and the execution phase shall be determined in accordance with the applicable rules of private international law.

18. WHISTLEBLOWING

Pursuant to art. 54-bis, paragraph 2 of Legislative Decree no. 165/2001, as amended by Law no. 179/2017 concerning "Provisions for the protection of persons who report unlawful activities or wrongdoing based on information acquired in a public or private work-related context", the suppliers of goods or services to the Italian Trade Agency - ICE are also entitled to report any unlawful conduct or wrongdoing of which they have learnt within the context of the contractual relationship. The reports, which are kept fully confidential, are managed through an IT application available on the Italian Trade Agency - ICE website - "Whistleblowing" section, at https://www.ice.it/it/en/whistleblowing

19. RULES OF CONDUCT OF THE AGENCY AND/OR STAFF OF THE AGENCY

In the execution of the contract, the awarded company undertakes to fully respect the Code of Conduct adopted by ITA with respect to the provisions of Presidential Decree 62/2013 approved by the Board of Director by resolution no. 619/23 of 27 January 2023.

The Code of Conduct is available on the website https://www.ice.it/it at the section "Amministrazione Trasparente" (Transparent Administration) — "Disposizioni generali" (General provisions) — "Atti generali" (Acts of general application) "Code of Conduct".

For any breach of obligations under the code, if the same is considered serious, ITA will have the option to terminate the contract.

By signing you agree to the terms outlined in this document and, to the best of your knowledge, affirm that you have not retained or engaged professionally anyone who has ceased his or her employment with the Italian Trade Agency within the last three years and whom had occupied a management role in said organization or had been delegated management powers to execute contracts or other commercial transactions on behalf of the said organization.

20. PRIVACY

Based on article 13, paragraph 1, of Legislative Decree 196/2003, in relation to the proceedings started for purpose of the tender, please be informed that:

- The Purpose for which the data is being collected and the modalities for their processing are limited expressly to the tender selection procedures being conducted by the principal (ITA)

- The submission of such data is deemed as due by the bidder, to the extent that, if the bidder intends to participate in the public tender, it is necessary to submit the required documentation pursuant to the laws currently in force; the consequence of a refusal will determine exclusion of the relevant bidder from the tender or forfeiture to obtain a possible award

- The following are the individuals entitled to receive the submitted data: 1) personnel of the



ITALIAN TRADE AGENCY principal and all subjects involved in the tender proceeding, 2) those participating in the Bid if such tender takes place in public session, 3) any other subject having interest or submitting a formal request pursuant to Law 241/1990

- The rights of the interested subject are indicated in articles from 7 to 10 of Lgs. Decree 196/2003 - The subject collecting the data is ITA. The only subject in charge of the proceeding is the RUP (Responsabile Unico del Processo) Mr. Marco Verna - Trade Commissioner – Italian Trade Agency Chicago Office.

ITA is an agency of the Government of the Republic of Italy. The interpretation of all the foregoing terms and conditions shall be made by ITA in its sole discretion. Such an interpretation shall be final and binding upon all bidders.

Notwithstanding the above, please note that ITA, as a foreign governmental entity with full diplomatic and immunity status, maintains power to irrevocably withdraw the present invitation to bid and/or therefore annul the awarding procedure for any reason and at any point in time without incurring in any liability under any circumstances. In submitting an offer to the current bid, you understand and expressly agree to waive any claim, legal action, and/or remedy based in law or equity that you may have at the time ITA decides or is forced to withdraw and therefore annul the awarding procedure.

21. CONTACT PERSON

If you have any questions, please contact Patrick Capriati who will be the contract referent, at the following email: chicago@ice.it

Sincerely,

Marco Verna Trade Commissioner Italian Trade Agency - Chicago Office

- Attachment A - Acceptance of the Tender Requirement Form

- Attachment B - Top 50 U.S. Grocery Retail Chains Directory Market Analysis price quotation

- Attachment C - Requirements for Procurement Procedures under the European Union Threshold