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DE ECONOMÍA, COMERCIO
Y EMPRESA**ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E.P.E.**

TRADE COMMISSION OF SPAIN IN NEW YORK

Dirección: 405 Lexington Ave. 47th Fl.

New York, NY 10174

E-mail: tenders@icex.es

Date: March 21, 2025

REQUEST FOR PROPOSALS**Submission:** tenders@icex.es**Closing:** April 14th, 2025 @ 5.00 PM EDT

Who is contracting	ICEX España Exportación e Inversiones, E.P.E (ICEX), represented by the Trade Commission of Spain in New York
Contract number	X054-18-2025
Proposal's request	Seeking to engage a market research and consulting company to undertake research in the food and beverage industry; curate two industry advisory groups and conduct live round table discussions with advisory members at the #Spain Food Nation Summit on Sept 30, 2025, in NYC.
Timing, dates and possible number of renewals	From signing date until October 30, 2025, with possibility of 1 extension.
Max. budget for contract excluding renewals	USD 210,000 (Two hundred and ten thousand US Dollars) tax excluded
Contract value including renewals	USD 420,000 (Four hundred and twenty thousand US dollars) Total term +1 extension, tax excluded
Qualifying prerequisites	<ul style="list-style-type: none"> - Financial solvency: financial accounts must demonstrate minimum turnover of \$315,000 USD, based on the best-performing year within the last three. - Technical solvency: proven track record during the past three years. - Team requirements: a minimum of three (3) staff members and a designated primary contact person.
Points to be assigned based on evaluation of your proposal	Price (max. 30 points), Team requirements (max. 20 points), Technical (max. 50 points)
Documents to be submitted separately, which together are the proposal	<ul style="list-style-type: none"> - The proposal: Consists of three separate documents, which together form the complete proposal. The three documents must be submitted together and should only be emailed to this address: tenders@icex.es by 5PM EDT on April 14th, 2025. - The total size of the emailed files must not exceed 4MB. If files are larger, please use a file transfer service to submit them. - The three required documents are: <ul style="list-style-type: none"> • Document 1 – Administrative Requirements (PDF files). • Document 2 - Technical Proposal (PDF file) • Document 3 – Financial Proposal (Excel file) and Team Requirements (Excel and PDF files)
Contact for questions	Any questions must be submitted by email before 5PM EDT on April 8th, 2025 to: tenders@icex.es

ICEX España Exportación e Inversiones, E.P.E. (hereinafter, ICEX), represented by the Trade Commission of Spain in New York (hereinafter, TCSNY), invites market research consulting companies to submit their proposals for the following:

- 1** Development of **two** Marketing Case studies for Food, Wine and Beverage products in the US market focused on small companies. **(deliverables by July 14th, 2025)**
- 2** Organization and management of Food and Wines from Spain Advisory Councils. **(week of Sept 8th, 2025)**
- 3** Organization of panel discussions as part of #SpainFoodNation Summit at annual Spain's Great Match **(Sept 30, 2025)**.

1. BACKGROUND and PROJECT DESCRIPTION

1.1 Background

ICEX (www.icex.es), the Spanish agency for the promotion of trade and investment, is a Spanish public body established in 1982 whose main purpose is to promote the internationalization of the Spanish economy. ICEX is attached to the Ministry of Economy, Commerce and Business (MINECO <https://portal.mineco.gob.es/>) and is responsible for developing and implementing the Ministry's international economic policy. However, ICEX is not part of the state administration and has a degree of operational and budgetary autonomy.

Since its foundation, ICEX has played an important role in the modernization of the Spanish economy. ICEX's original mandate was to promote the export of Spanish products to international markets, and it has had much success, gaining a great deal of experience in the pursuit of this objective. The current catalogue of promotional activities includes: the organization of trade missions, events promoting Spanish produce, aiding the participation of Spanish companies at international trade fairs, and market research and reports, among other services.

Furthermore, ICEX has gradually developed other products and services aimed not only at supporting exporters but also at others involved in the international distribution chain for Spanish products, such as importers, distributors, and members of the press.

Thanks to ICEX's success and Spain's increasing integration into the international economy, ICEX's mandate has been extended and updated to also include boosting the competitiveness of Spanish companies, especially SMEs, and attracting direct foreign investment to Spain. Regarding the first of these objectives, ICEX has developed various informative, educational, and promotional programs to improve the tools available for enhancing the competitiveness of SMEs in foreign markets.

It has also been key in the expansion of Spain's direct foreign investment in international markets, coordinating the different policies and types of support provided by public entities in Spain to offer companies a broad range of assistance. Regarding the second objective, ICEX has played an important role in improving the business environment in Spain, analyzing and adopting best practices in international trade and therefore encouraging foreign investors to develop and expand their projects in Spain.

To achieve its mission, ICEX has an extensive network of professionals who specialize in this field. These professionals work at ICEX's headquarters in Madrid, at the 31 Territorial and Provincial Trade Offices based in different Spanish cities, and at the almost 100 Economic and Commercial Offices established in Spain's Embassies and Consulates worldwide.

Foods and Wines from Spain, a brand belonging to ICEX, is used to promote Spain's Wine and Food sectors in major export markets, such as the USA. To this end, every year, in coordination with ICEX, the TCSNY plans, executes, and monitors a wide range of activities, targeting trade (importers, distributors, buyers, chefs, procurement managers), which occasionally include the end consumer. Gastronomy plays a central and key role in this strategy as a means of promoting Spain's food and beverage products to the various audiences and stake holders.

#Spain Food Nation is a joint initiative by ICEX and the Ministry of Agriculture, Fisheries and Foodstuffs of Spain to educate and build awareness around the diversity and quality of Spanish food products, alcoholic drinks, and gastronomy in major export markets. The activities organized by the Consultant will be implemented under this brand identity.

Industry specific information

Companies in the Spanish food and beverage industry have faced challenges entering the USA market, which has its own regulatory framework and market conditions. The United States is one of the top destinations for Spanish exports, where food and beverages represent a significant portion of total Spanish exports to the country.

The food and beverage industry in the USA is governed by strict regulations related to food safety, labelling, and marketing. To successfully enter this market, Spanish businesses need to navigate these regulations and adapt their strategies accordingly.

The USA has a dynamic and large food and beverage market. It is a marketplace where we see the continuous development of new marketing and product concepts, that in many cases are started by small companies that succeed in entering a saturated marketplace, establishing themselves and growing into successful ventures.

Given the highly competitive and changing marketplace in the USA, it is crucial for Spanish food and beverage exporters to understand the need to compete with concepts that meet consumers' needs and wants. Many producers focus on the quality of the commodity but fail to develop a product concept and or marketing concept that sells the product to a defined consumer.

1.2 Project Description

ICEX aims to support small and medium-sized Spanish food and beverage companies in both entering and thriving in the US market. To achieve this, ICEX seeks to provide valuable insights through carefully selected case studies that highlight successful products, and concept launches by small and medium-sized businesses in the US. Our goal is to inspire Spanish companies with real success stories and guide them in developing strategies to succeed in this competitive market. To accomplish this, we are requesting two separate market research reports be developed in the **Marketing Case Studies** format. These reports will aim to identify relevant case studies that address critical strategic questions on food, wine and adult beverage products in the US market.

To accomplish this, we are seeking to engage a **market research and consulting company** to undertake:

1. **Two** market research projects, utilizing **Marketing case studies** in the food and beverage industry.
2. Assemble **two industry advisory councils** to discuss the completed research.
3. Organize two live **round table discussions** with the advisory members at the **#SpainFoodNation Summit** on Sept 30, 2025, directed at suppliers of Spanish products, importers and buyers.

The focus of the two separate research projects will be :

1. **Gourmet / Natural/ Organic Food Products.** By this we mean projects in the packaged food space started by small companies with limited resources that went on to great success. Typically, these products start in a niche market and then move on to broader distribution. What lessons can be learned from their positioning and go to market strategies in the US market? We see these cases as a way of presenting practical experiences, providing thought starters and inspiration to companies that want enter and or progress in the US marketplace.
 - These case studies of successful products should uncover valuable insights that are relevant to small Spanish producers and provide practical methods for educating them on the importance of what is needed to succeed in the marketplace.
 - Case studies should show how you go beyond a commodity to providing perceived value (not low price) to the end consumer and convince trade that your offering is what they want on their shelves, as it is a winner.
 - Our audience for these case studies are typically entrepreneurs, small family companies and small to medium producers, who want to sell their product in the US.
2. **Wine and Adult Beverages:** Identify opportunities for the positioning of wine and adult beverage products by leveraging emerging trends to counter a market with declining wine consumption. Provide examples of successful small to medium wine brands/ companies that were able to gain success in the US market through unique brand positioning, unusual roads to market, usage, and/or packaging, which can serve as ideas for how Spanish companies can leverage emerging trends.

- What can be learned from other cases of wine and/or beverage products that could be applicable or inspire relevant solutions for small to medium sized Spanish companies in the US market? (ex. declining coffee market in the 1980's)
- Evaluate how cocktails may or may not be a solution for increasing sales of wine and other alcoholic beverages.
- Consider beverages beyond traditional wines and include aromatized wines, vermouth, lower and no- alcohol wines, and different packaging formats.

2. PROPOSAL REQUIREMENTS

The proposal will need to include the following elements. Bids that do not include all the activities or tasks requested in the briefing will be automatically excluded.

2.1 Market Research

The specific topics of these two market reports are as follows:

A) Marketing and Commercialization of Gourmet Products

Through the use of **case studies**, this report should analyze how small, mid-sized companies and entrepreneurs with limited resources have successfully navigated the competitive US landscape to promote gourmet products in both the packaged food and hospitality sectors. Research should also include natural, organic and ethnic food products.

Case studies' focus and key questions to consider:

- How will these case studies you propose be relevant to Spanish food brands adapt to changing market trends?
- Do these case studies illustrate strategies that can be implemented to attract new consumer segments, especially younger demographics?
- Do these case studies illustrate selling a concept and not just a commodity?

Elements to be included:

- Indicate number of case studies you propose.
- Define what is meant by success for each of the proposed case studies and what makes it relevant.
- List the proposed product / brand for the specific case studies. Explain why these brands/products are particularly relevant for small to medium Spanish producers of gourmet food products.
- Explain in sufficient detail the analytical framework and methodology you will use for each case study and why this method is particularly insightful in meeting the purpose of this project. Your methodology should be practical, realistic and understandable. You will need to explain what is meant by success.

B) Opportunities for positioning of Spanish wine and spirits companies in the context of emerging consumption trends of wine and other alcoholic beverages

Wine and spirits consumption is in decline. This research aims to address the challenges faced by a market that has seen continuous growth for over 25 years but is now experiencing an overall decline in consumption among its main product categories. The study should focus on emerging trends, with special emphasis on cocktail culture, vermouth bars, RTD (Ready to Drink) beverages, and the NO-LO (No Alcohol, Low Alcohol) segment.

Case studies' focus and key questions to consider:

- How can Spanish wine/ spirits and brands adapt to changing market trends?
- What strategies can be implemented to attract new consumer segments, especially younger demographics?
- Opportunities created by the growth of cocktail culture. Are cocktails a viable vehicle for increasing sales and consumption of beverages such as wine and spirits? Identify strategies that could help Spanish companies leverage this trend.

Research should provide **Case Studies** which consider the following trends:

- Product Content Trends:
 - a) Mixed cocktails (no alcohol, low alcohol) and Better for You (BFY) beverages.
 - b) Organic wines, natural wines, trends in organic and sustainable wine production.
 - c) Aromatized and /or Fortified wines (Vermouth, Sangria, etc.)
- Trends for Younger Segments:
 - a) Addressing the preferences, occasions and consumption habits of younger LDA consumers.
 - b) Popularity of new trends in cocktail culture as a possible avenue for increasing the sale and consumption of Spanish wines and spirits.
- Packaging innovation trends:
 - Alternate types of packaging such as wine and cocktails in cans, on-draft, bag-in-box....as a possible vehicle for growth.

Elements to be included in the proposal:

- Number of case studies you propose.
- Define what is meant by success for each of the proposed cases studies and what makes it relevant.
- List the proposed product / brand for the specific case studies. Explain why these brands/products are particularly relevant to Spanish wine and spirits' producers.
- Explain the methodology you will use to examine current trends in the food, wine and alcohol beverages markets, with a particular focus on the NO-LO segment (including cocktails, vermouth, etc.)
- Explain in sufficient detail the analytical framework and methodology you will use for each case study and why this method is particularly insightful in meeting the purpose of this project. Your methodology should be practical, realistic and understandable.

Market Research Deliverables

For both market reports, the Consultant will be responsible for the following deliverables:

- **Market Reports:** A comprehensive market report for **each** of the two research projects to be **delivered by July 14th, 2025**. The reports must include detailed case study information, findings, and analysis, along with impactful content that can be presented and discussed during the two Advisory Council sessions and the #SpainFoodNationSummit round tables. (in PDF format)
- **Presentation:** A PowerPoint presentation summarizing the key conclusions from each market report.

2.2 Foods and Wines from Spain Advisory Councils

Organization and management of two (2) Foods and Wines from Spain advisory councils – one focused on the food industry and the other on the wine and adult beverage market – scheduled for **week of September 8, 2025**. The consultant will be responsible for the **following deliverables** for the FWS advisory councils:

- **Identify, recruit and confirm advisory members.** Secure the participation of at least 6 different experts for each of the two Advisory groups. The profile of members invited to take part should include leaders and influencers among the following (at least one of each category): Foodservice / Hospitality industry, importers, distributors, retailers, sommeliers/ beverage directors or other key influencers. The selected participants must be willing to share their knowledge and experience to help us define future strategy for promoting Spanish food products, wines and adult beverages in the US foodservice sector.
- **List of potential advisory members** must be presented to FWS for pre-approval.
- **Prepare the councils' working sessions.** The Consultant will be required to provide the Market Research Reports and any additional relevant research on the stated topics/ issues to be discussed, including any qualitative evidence and testimonials on market trends and the positioning of Spain's foods, wines, and beverages.
- **Prepare an agenda two weeks prior to the Advisory Council sessions**, outlining the points to be covered, and send together with the corresponding Market Reports and other relevant information to the members of each advisory council, following up with each of them to confirm their attendance.
- **Coordinate and manage** the two (2) Foods and Wines from Spain advisory council meetings which will be held on the same day at the Trade Commission of Spain offices in New York. The consultant will be responsible for providing continental breakfast and lunch catering for approximately 20 people.
- The Consultant will be responsible for reserving a **budget** for any necessary travel and/or accommodation expenses for the attendance of Advisory Council members.
- **Moderate and steer the councils' discussions** in line with the agenda to ensure that all the topics previously agreed upon with the TCSNY are properly addressed.

- **Take detailed notes of all the issues discussed** by the council participants, which will serve as the base for providing detailed minutes of topics discussed and the Discussion Guide for the live Summit round tables, as well as the Final Report: (Note: These documents will be private and for internal TCSNY use only).
- **Prepare a comprehensive Conclusions Report** for each of the Foods and Wines Advisory Council sessions which must be available **no later than September 17, 2025** (ICEX will provide a standardized template for the report).

2.3 #SpainFoodNation Summit

Organization of **two (2) roundtable discussions** to be held on the morning of **September 30, 2025**, prior to the start of the annual Spain's Great Match tasting event in NYC. Consultant will be responsible for the following Summit deliverables:

- **Identify and secure the moderator and panel members** with different professional profiles, from the foodservice, hospitality, wine trade, and media for each of the Summit round tables.
- **Moderator** for each session should be an influential and relevant trade media editor for the corresponding sector
- Each roundtable should be comprised of **4 panellists** (in addition to the Moderator) and ideally include two members from the corresponding advisory council.
- Slate of panellists should be proposed by the Consultant **two months prior to the event** for approval by FWS.
- **Prepare Roundtable Agenda and Discussion Guide.** Provide proposed agenda format and guide for the Summit roundtable discussions. The Summit agenda/discussion guide must be provided by September 17th.
- **Coordinate with SGM event agency** on plan to secure a high-quality relevant trade audience for each panel discussion at Summit.
- Provide complete information on the Summit program to be included on the **Summit event webpage** of the Foods and Wines from Spain portal. [This is the link to last year's page.](#)
- Ensure that all **graphic artwork** used in reports, agenda and signage conforms to *Foods and Wines from Spain's* brand identity and has been approved by the TCSNY. Graphics and design elements for any Summit materials will be provided by ICEX. While digital formats are preferred, any printed material must be on FSC certified paper, using environmentally friendly ink.
- The Consultant will be responsible for reserving a **budget** for any necessary travel and/or accommodations expenses for the attendance of Summit roundtable panellists.

- Coordinate **Summit photography shots and short video clips** with the SGM event agency and photographer, to be uploaded to the *Foods and Wines from Spain* YouTube channel and website.
- Coordinate any special **audiovisual needs** with SGM event agency, who will be responsible for coordinating all audio visual with the venue and approved AV company.

Note: The Consultant will **not** be responsible for the logistical organization of the Summit beyond those included in this brief. ICEX hires a separate event management agency for Spain's Great Match, which is responsible for booking the venue, catering, AV and general logistics for the day's multiple events.

Final Deliverables

The selected Company will be expected to provide ICEX with the following documentation at the end of the contract:

- A complete **Final Report of project**, incorporating comments and insights from the two Summit roundtable panels. This final report is due no **later than October 15th, 2025**.
- Presentation in MS PowerPoint (max. of 20 slides) of the main conclusions and learnings from the Research, Advisory Councils and Summit.

3. TERM AND EXTENSION OF THE AGREEMENT

- 3.1. Term.** The services described in the contract will be provided from the date the agreement is signed by both parties, until **October 30, 2025**.
- 3.2. Extension.** ICEX hereby reserves the right to renew the Agreement with the awarded company for one (1) additional extension, without the need for a new tender, provided both parties agree to the contractual provisions. ICEX would provide the new Research topics and deadlines that would apply under the extension, at least **4 months prior** to the first deliverable deadline.

The general terms and conditions outlined in the Bidding Specifications for this Tender will govern any extension. The renewal will be signed by both parties.

4. BUDGET

- 4.1. Maximum First Year Budget (excluding taxes):** The maximum 2025 budget for the execution of the project is **\$210,000 (Two hundred and ten thousand Dollars)**. Bids will be made in USD, **excluding taxes**.

***Bidders are required to specify, as a separate item in their bids, any applicable taxes.**

4.2. Estimated contract value: The estimated total contract includes the base contract and one possible extension. The total estimated contract value is a maximum of **420,000 USD**, (**Four hundred and twenty thousand Dollars excluding taxes**), and is divided as follows:

- Main contract maximum budget for 2025: 210,000USD (**excluding taxes**)
- Renewal (2026) maximum budget: 210,000 USD (**excluding taxes**)

Modifications to the contract value may occur due to unforeseen circumstances that require a change in the scope of the project. If any planned activities are not carried out, the budget allocated for those activities will be deducted from the overall budget.

5. PAYMENTS AND INVOICES

5.1. Contract Amount. Only the activities, budgets and procedures included in the Contract will be binding for the Parties. No expenses on behalf of ICEX can be incurred by the company prior to the signature of the corresponding contract and ICEX's prior approval, as represented by the Trade Commission of Spain in New York (TCSNY).

5.2. Payment currency. Payments to the company will be made in the currency specified of the Contract, which is **US Dollars**. Any currency exchange costs will be borne by the bidder.

5.3. Payment schedule. Corresponding invoices are to be provided to ICEX, in US Dollars (US\$) in accordance with the following schedule:

- **Initial payment (25%)** will be made upon receipt of the following deliverables (due by July 14th):
 - both market research reports
 - proposed slate of members for each Advisory Council and Summit roundtables.
- **Second payment (50%)** will be made following the submission of the Advisory Council conclusions report and the proposed discussion guide for Summit roundtables' (due by September 17th)
- **Final payment (25%)** will be made following the submission and ICEX approval of a Comprehensive Final Report which includes both the Advisory Council and Summit roundtables' conclusions (due by October 15th).

5.4. Invoice details. All the invoices should be sent electronically to nuevayork@comercio.mineco.es and addressed to:

TRADE COMMISSION OF SPAIN
ICEX España Exportación e Inversiones, E.P.E.
CIF: Q 2891001F
c/o Trade Commission of Spain
405 Lexington Avenue, 47th floor
New York, NY 10174

The Agency invoice must contain the following elements:

Company letterhead / logo
Address
Date
Invoice number
VAT number
Description of the service
Total amount due

6. COMPANY PROFILE AND REQUIREMENTS

- 6.1 Company profile.** A market research and strategy consultancy with proven expertise in market research, and experience in the food and wine sectors. The Consultant must have the human and material resources necessary for the successful implementation of the project outlined in this briefing.
- 6.2 Financial solvency requirements.** All competing companies must provide a solvency report, including financial accounts for the past three years establishing the minimum turnover requirement of 337,500 USD, based on the best-performing year within the last three years.
- 6.3 Technical solvency requirements.** The company must have a strong and proven track record in Market Research and Strategy Consultancy, with specific experience in the food, wine and alcoholic beverage sectors. Technical solvency will be demonstrated by submitting details of similar activities carried out during the past three years in the United States.
- 6.4 Team requirements. Human resources assigned to the project.** The role of each team member assigned to this project must be specified in the tender, along with their resumes (see Appendix I). The company must designate a **primary contact person** who is informed of all aspects of the contract, including administrative matters, and who will maintain direct and continuous communication with ICEX, represented by the Trade Commission Office in New York.

It is expected that key team members assigned by the Consultant to the contract have specific knowledge and expertise in the US food, alcoholic beverage and hospitality industry, are fluent in spoken and written English, and will remain as part of the team for the duration of the contract period.

A minimum of **three (3) key team members** with the below qualifications assigned to this project is expected:

- **Senior Consultant and Project Leader** tasked with managing the market research projects, organizing and moderating the meetings of the Advisory groups and the Summit. Must have experience in similar professional activities, team management, market analysis and be able to demonstrate that they have:
 - minimum 8 (eight) years of verifiable experience in US packaged food, wine and adult beverage consulting and marketing.

- established relationships with influential leaders and senior executives in both the food and wine industries (importation, distribution, on- and off-trade, education, and media).
 - Established relationships with executives and senior managers in the restaurant hospitality trade.
 - The ability to recruit 5-6 leaders representing different segments of the food and hospitality industry appropriate for each of the two Advisory group sessions in New York and Summit Roundtables.
 - Professional moderating skills that pull the diverse views of Advisory participants into the discussion regardless of the moderator's own viewpoint with the aim of stimulating discussion and opinions from the entire group.
 - Knowledge of how the alcoholic beverage and food industries are organised and function in the US market, as well as the particularities impacting imported product.
- **Project Manager:** Senior Consultant responsible for the planning, organisation, and overall implementation of the whole project. This person should have a minimum of 5 (five) years in market research and project management and verifiable experience in food, wine, and other alcoholic beverage marketing, based in the US.
 - **Assistant Project Manager:** Designated team member, with a minimum of 3 (three) years' experience supporting research projects and/or marketing campaigns, exclusively responsible for all reporting to ensure compliance on a timely basis with ICEX's requirements.

The company must notify TCSNY of any changes to the team that could impact on the development of the project. If any team member leaves, they must be replaced with a person that meets the requirements outlined in this briefing.

The company's team must be able hold meetings with the TCSNY team to monitor the project's progress. These meetings can be held via videoconference.

Note: The requirements regarding staffing are mandatory. However, it is possible to comply with the requirements through subcontracting or joint ventures, among others, and providing documentation that legally demonstrates the stated relationship.

6.5 Consultant Databases, Contacts and Resources. The Consultant must establish its well-established network across the U.S. wine, alcoholic beverages, food, culinary, and media industries and provide a comprehensive list of the databases it utilizes and will employ for the project. This should include both proprietary contact lists and third-party databases that enable targeted outreach within the food and wine sectors. This information will demonstrate the Consultant's capability to reach relevant industry influentials, maximizing the quality of participants in the advisory groups and industry roundtables' discussions.

6.6 Assignment. Assignment of the contract to a third party is not permitted.

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<p>➤ III.1.a Market Research and Case Studies Food Sector</p> <p>Number, quality and relevance of case studies. (max 6pts)</p> <p>Appropriateness of the research methodology (max 4 pts)</p> <p>Impactful content for advisory councils and Summit round tables.(max 5 pts)</p> <p>III.1.b Market Research and Case Studies Wine and Beverage Sector</p> <p>Number, quality and relevance of case studies. (max 6 pts)</p> <p>Appropriateness of the research methodology (max 4 pts)</p> <p>Impactful content for advisory councils and Summit round tables.(max 5 pts)</p> <p>➤ III.1.c Advisory Councils' Section:</p> <p>Quality, relevance and viability of the proposed two slates of Advisory council members. (max. 6 pts)</p> <p>Presentation of a detailed plan and timeline to prepare Advisory Council meetings and proposed methodology to gather opinions of members to obtain the most comprehensive and useful conclusions document as possible. (max 4 pts)</p> <p>➤ III.1.d Summit Section: Quality and relevance of the proposed moderator and panelists for the two Summit roundtable discussions. (max. 5 points)</p>	<p>15</p> <p>15</p> <p>10</p> <p>5</p>
<p>III.2. Technical Proposal: over and above significant improvements</p> <p>ICEX will evaluate the proposal for significant improvements and realistic initiatives (with no additional cost) suggested within the Technical Proposal, awarding a maximum of five (5) points. Examples of ideas/ initiatives could include:</p> <p>➤ Specific opportunities / platform(s) that can help Spain's food and beverage companies with limited resources reach specialty consumers and offer both suppliers and sellers a valuable affordable promotional program.</p> <p>➤ Unusual and realistic ideas for reaching importers for new food, wine or beverage products.</p>	<p>5</p>
TOTAL	100

The elements of the proposals - other than price and automatic criteria- will be scored as follows:

0% of allocated points	Not enough information
25% of allocated points	Almost adequate
50% of allocated points	Adequate
75% of allocated points	Very good
100% of allocated points	Excellent

8. CONTENTS OF PROPOSALS

8.1. Proposal content. Bidders are expected to present a proposal that includes three (3) separate documents (Administrative Requirements; Technical Proposal, and Financial Proposal), as detailed below. Proposals that miss any of the said documents will be considered incomplete and excluded.

8.2. Document 1: Administrative Requirements (PDF file). All competing companies must present an electronic file in PDF format, comprising the following documents:

- **Acceptance letter.** All bidders are required to provide an acceptance letter, signed by a legal representative of the company, accepting each term and conditions stipulated in the present briefing.
- **Project References.** The dossier should detail promotional events of similar scale undertaken in the last 3 years, including **total budgets, dates and clients, public or private sector**, for whom the services and/or work were undertaken. A minimum of **three years' experience** in similar projects is required.
- **Financial Solvency.** Bidders must prove an annual turnover of more than 337,500 USD in the best of the last three years.
- Bidders must clearly state in their offer if they use any of these options (joint ventures, subcontracting) to meet the requirements providing documentation that legally demonstrates the extent and seriousness of the relationship.

8.3. Document 2: Technical Proposal (PDF file). The **technical proposal should not make any reference to price, nor include the CVs of the team assigned to the project, which must ONLY be included in Document 3.** All competing companies must present a detailed work proposal in line with the stated project objectives. This should detail the work proposed to be undertaken in all three project categories and include Consultant's strategy, means of implementation, deliverables and work plan.

The work plan should include all elements listed under **Sec. 2 Proposal Requirements**

8.4. Document 3: Financial Proposal and Human Resources

a. Financial proposal (MS Excel file – Appendix I) All competing companies must present a financial proposal, including a detailed budget for the project and its breakdown for each area of activity.

- i. **Taxes.** ICEX will evaluate the Financial Proposal based on the offered prices, excluding taxes. Therefore, the proposals should include a breakdown with the price offered, where taxes are clearly separated.

- ii. **Currency.** The proposal will be drafted in **US Dollars (USD)**.

b. Human Resources (Appendix II) and CV's (résumés) for team members assigned to the project.

9. SUBMISSION OF PROPOSALS

- 9.1. Invitation to tender.** ICEX, represented by the Economic & Commercial Office of Spain in New York, will send this briefing to different companies. The briefing will also be published on the website of the Economic & Commercial Office of Spain in New York.
- 9.2. Submission of proposals.** The companies wishing to participate in the tender must send the documentation exclusively in digital format (PDF), **ONLY** to the e-mail tenders@icex.es by **5:00PM EST on April 14, 2025**. Proposals not submitted within the deadline will be automatically excluded.
- 9.2.1. Electronic files.** All files should be in digital (PDF and MS Excel) format only. Neither e-mails nor individual files sent as attachment should exceed 4MB in size. Should files be larger, the competing companies should use a file transfer service, which they have previously verified (e.g. WeTransfer, Dropbox, or other).
- 9.2.2. Expenditures.** Please note that any expenditure incurred by competing companies in the preparation of the proposals, presentations and quotes will be at the expense of the said companies. Submission of the offer will not generate any fees or reimbursement of any type of expenses from ICEX.
- 9.2.3. Language.** The proposal will be drafted and presented in English.
- 9.2.4. Acceptance of terms.** Submission of a proposal and participation in this tender implies the express acceptance by the competing companies of all the clauses contained in this brief.
- 9.3. Amendment of proposals.** Once competing companies have submitted their proposals, ICEX will not accept the submission of any amendments, additions or corrections, unless the latter is from a clarification requested by ICEX.
- 9.4. Clarification of proposals.** Competing companies meeting the administrative requirements of the present brief may be invited by ICEX to clarify specific aspects of their technical or financial proposals, which will be done in written.
- 9.5. Compliance of proposals.** All competing companies submitting a proposal should be aware that the Legal Services of ICEX will review the documentation submitted by each company, to ensure compliance with every requirement set in this brief. Non-compliance with any of the requirements established in the present brief will result in the automatic disqualification of the company concerned.
- 9.6. Assessment of proposals.** Document 1 (Administrative Requirements) will be the first to be opened and assessed. Once and only if the competing company has been verified to comply with every requirement set in this brief, will document 2 (Technical Proposal) be opened, assessed and assigned evaluation scores. Finally, document 3 (Financial Proposal and Human Resources file) will be opened, assessed and evaluated. Thus, the price contained in the financial proposal offer will not be known until that moment.
- 9.7. Selection of company.** A decision will be made as soon as possible from the published proposal due date. The decision will be notified via e-mail to all competing companies, in order to enable the selected company to begin work promptly.

9.8. Contact for questions. Questions related to this briefing may be addressed in writing up until **5:00PM EDT on April 8** and only through e-mail to **tenders@icex.es**. In the interest of fairness, any questions by competing companies, as well as the corresponding answers by ICEX, might be shared with all other companies.

10. PROCUREMENT BOARD

Appointed members of the Procurement Board for the purposes of this tender will be:

Chair	Katrin Naelapaa	Director, Wines from Spain, New York
Substitute	Jeffrey Shaw	Director, Foods from Spain, New York
Committee Member	Laura Gómez Climent	Director, Multilateral and Information Department
Substitute	Yolanda Martín González	Director, Accounting, New York
Committee Member	Silvia Barraclough	Member of the International and Direct Missions Department
Substitute	Lidia Escribano Martínez	Head of the Food & Beverage Department, ICEX
Committee member	Salomé Martínez	Deputy Director Food Industry Division, ICEX
Substitute	Gabriel Sánchez de la Madrid	Member of the International and Direct Missions Department
Secretary	Pedro Patiño Segura	Head of the Contracting Department
Substitute	Isabel Arias	Member of the Contracting Department

New York, on the date included in the signature.

ICEX's Board of Directors
By Delegation (Resolution of 5 March 2025 BOE
[Official State Gazette] nº. 67 of 19 March 2025

Carlos Jiménez Aguirre
Chief Economic and Commercial Counsellor
Economic and Commercial Office of Spain in New York

ADMINISTRATIVE CLAUSES

1. FINANCIAL PROPOSAL CALIFICATIONS

Disproportionate or anomalous bid. Financial proposals will be evaluated to determine whether they can be considered disproportionate or anomalous. Bids will be considered disproportionate or anomalous when:

- The financial proposal is 20% below the maximum budget, in case there are fewer than three bidders.
- The financial proposal is 10% under the arithmetic mean of the bids submitted, in case there are three or more bidders. Notwithstanding, the most expensive bid will be excluded, when calculating the arithmetic mean.

Whenever a bid is considered disproportionate or anomalous, the interested party will be requested to justify their proposal, its terms and conditions, within the 72 hours following its notification. Having received the plea or the aforesaid time limit having expired, ICEX will decide, upon technical advice, if necessary, on considering the bid disproportionate or anomalous, excluding it accordingly.

Tiebreaker Criteria. In the event of a tie in the score obtained by two or more bidders, it will be resolved by applying the social criteria stated below, in order and referred to at the end of the deadline for submission of proposals. The supporting documentation for the tiebreaker criteria referred to in this clause will be provided by the bidders at the time the tie occurs, and not previously.

- A higher percentage of workers with disabilities or in a situation of social exclusion in the workforce of each of the companies, giving priority in the case of equality, to the largest number of permanent workers with disabilities in the workforce, or the largest number of workers in inclusion in the workforce.
- Lower percentage of temporary contracts in the workforce of each of the companies.
- Higher percentage of women employed in the workforce of each of the companies.
- The draw, if the application of the above criteria had not resulted in a tiebreaker.

2. OBLIGATIONS

- a. **Technical Quality.** The company awardee shall be responsible for the technical quality of the work and services it may carry out during this contract. It shall also be responsible for any consequences arising for ICEX, or for third parties, from errors, omissions, inappropriate methods, or incorrect conclusions in the performance of the contract. In particular, the company awardee shall be responsible for:

- Ensuring that both the development and the result of the services and work which has been contracted to carry out comply with the quality specifications required by ICEX.
- Compliance with the time-limits agreed with ICEX in each case.
- Omissions, errors, incorrect conclusions, or inappropriate methods that it may recommend and implement during the term of this contract.

- The personnel forming part of the project team assigned to the development and performance of the Contract, with the company bearing sole liability in employment matters for the conduct and operation of the above-mentioned team.
 - The processing of any information and data was made available to it.
- b. **Copyright and information rights.** The intellectual or industrial property rights for all works created by the company, as well as all the information gathered by the latter on behalf of ICEX in connection with this contract, shall belong to ICEX, at no extra cost, upon payment of all relevant consultancy fees and expenditure herein agreed. This includes the right to use, reproduce, modify, distribute publicly and via online media. Said rights will be on a global basis and throughout the maximum period of copyright protection, for all the file types, in any format or language, and with all the effects determined by the law.
- i. All materials produced are the property of ICEX, including any intellectual property, printed materials, photography, website, videos and other offline and online publications.
 - ii. The company awardee will ensure that all vector files of materials produced, in any medium or format, are delivered to ICEX. This includes all original and edited photography, video, and social media files, which the company guarantees have been produced for ICEX and are not owned by third parties.
 - iii. The company shall, at its own expense, defend any claim or threatened claim brought by third parties against ICEX, insofar as the said claim is based on the allegation that the work carried out by the company within the framework of this contract infringes intellectual or industrial property rights of third parties or constitutes an undue appropriation of trade or industrial secrets belonging to third parties.
- c. **Confidentiality.** The company awardee is obliged to maintain professional confidentiality about the information and documentation provided by ICEX for the performance of the services. This obligation remains in force both during and after the end of the activities to which the contract is related, until the said information comes into the public domain or, for any other legitimate reasons, loses its confidential status. This clause shall not apply to information that is (i) in the public domain, (ii) already known to the party receiving it, (iii) disclosed in compliance with court orders or under legal obligations.
- i. The company shall only permit access to confidential information to those persons who have a need to know it for the purposes of carrying out the activities and services under the contract. The company shall be responsible for ensuring compliance with the confidentiality obligations by the personnel in its employment and by any persons or entities working in collaboration with the company or subcontracted by it.
 - ii. The company also undertakes not to use any confidential information belonging to ICEX to which it may have access for its own or private purposes or for any other purposes.
 - iii. Failure to comply with the obligations indicated above shall entitle ICEX to bring civil or even criminal action against the company for any liability that might be applicable.

3. CANCELLATIONS

- a. **Termination.** ICEX reserves the right to unilaterally terminate the contract if the services are not performed by the company in accordance with the instructions received from ICEX,

if any of the deadlines applicable to the company are not met, or if there is any failure to fulfil the obligations established in the contract. All of the above is without prejudice to any claims for damages that might arise.

b. **Cancellation, postponement or modifications of actions.**

- i. **Cancellation.** In the event of cancellation of an event, ICEX shall solely satisfy the expenses incurred by the company from the date of the contract (and in connection with the same) until the date of a formal notice of the cancellation by ICEX. To be reimbursed, the company must submit all documentary invoices of the expenses incurred up to that date.
- ii. **Postponement.** If the said action is postponed due to sanitary conditions and the subsequent National, Provincial or Local restrictions in place, the parties will try to reach an agreement in good faith that benefits their respective interests as much as possible, to postpone the events to the nearest possible date. More precisely, a formal or informal governmental provision applicable to the city for the celebration of the event that limits the number of expected visitors to half of the required, constitutes grounds for postponement of the events. Additionally, the placement of cumbersome sanitary requirements to visitors and exhibitors (quarantines, sanitary tests, etc.), that could limit the attendance at the events, constitute grounds for their postponement.
- iii. **Modifications.** If the sanitary or travel restrictions in place limit or impede the celebration of one of the events at a suitable date the parties will try to reach an agreement in good faith to modify the scope or place of the activity.

4. CONTRACT AND JURISDICTION

To solve any dispute, disagreement, issue or claim which may arise from the performance of the Agreement executed with the Awardee of this tender, the matter will be referred to Ordinary Courts and Tribunals of Madrid (Spain), expressly waiving any other jurisdiction. The language used in any dispute shall be Spanish. Spanish legislation shall be applicable to the contents of this Tender.

5. DATA PROTECTION

To solve any dispute, disagreement, issue or claim which may arise from the performance of the Agreement executed with the Awardee of this tender, the matter will be referred to Ordinary Courts and Tribunals of Madrid (Spain), expressly waiving any other jurisdiction. The language used in

The parties hereby undertake to respect the current regulations on data protection (General Data Protection Regulation 679/2016 and Organic Law 3/2018 on Data Protection and guarantee of digital rights). The personal data of the contacts of both parties, including data related to the signatories of the agreement and related to the personnel of the Parties that must necessarily be contacted, will be processed by each of the Parties for the purpose of managing the relationship based on the execution of the contract that legitimizes the processing. The retention period for this data will be the duration of the contractual relationship and if they are necessary, or responsibilities may arise in accordance with the applicable regulations or as required by the authorities.

The affected interested parties may exercise their rights of access, rectification, deletion, opposition, limitation of processing, portability by contacting Parties. In case you consider that your data protection rights have been violated, you can contact the Authority on Data Protection.

6. EUROPEAN FUNDING

European Regional Development Fund (ERDF). This project can be subject to the financing of the European Union through the European Regional Development Fund. The successful tenderer will be obliged to comply with the information and advertising obligations set out in Annex XII, section 2.2. of Regulation (EU) 1303/2013 of the European Parliament and of the Council of 17 December 2013¹, and the following:

- In the working documents, as well as in the reports and in any type of medium which is used in the actions necessary for the subject of the contract, the EU emblem will appear in an obvious and noticeable way, in making explicit reference to the European Union and the European Regional Development Fund.
- In any public dissemination or reference to the actions provided for in the contract, whatever the means chosen (brochures, posters, etc.), the following elements must be included in a noticeable manner: emblem of the Union European in accordance with established graphic standards, as well as the reference to the European Union and the European Regional Development Fund, including the motto “A way of making Europe”.

¹ Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006.
<http://data.europa.eu/eli/reg/2013/1303/2020-12-29>