

Request for Proposal Market Analysis

REQUEST FOR PROPOSAL

AVANCE Inc. is seeking proposals from individuals and/or organizations to conduct a market analysis that will identify key geographies in Texas and across the Nation for expansion of AVANCE Core Programs. Proposals must be submitted no later than 4:00pm CT on June 3, 2024. Inquiries concerning this request for proposal (RFP) should be directed to Allison Pape at apape@avance.org.

AVANCE, Inc. reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be based upon the factors described in this RFP. All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Contractor and will not be reimbursed by AVANCE, Inc.

It is important that the Offeror's proposal be submitted electronically by **4:00 p.m. June 3, 2024** with the following information in the subject line: Request for Proposal for Market Analysis.

Proposals can be submitted electronically to the following email address: rfpcontact@avance.org by the closing submission date noted above. It is the responsibility of the Contractor to ensure that the proposal is received by AVANCE, Inc. by the date and time specified above. Late proposals will not be considered.

It is expected that a decision selecting the successful proposal will be made within 3 weeks of the closing date for the receipt of proposals. Upon conclusion of final negotiations with the successful organization, all Contractors submitting proposals in response to this Request for Proposal will be informed, in writing, of the name of the successful organization.

Deadline for Proposal: 4:00 P.M., June 3, 2024

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I. PURPOSE

AVANCE, Inc. (herein after referred to as "AVANCE") is seeking proposals from individuals and/or organizations (herein after referred to as the "vendor") qualified and experienced in providing educational and evaluation services coordinated by an experienced professional to accomplish the following: identifying key geographies in Texas and across the Nation for expansion of AVANCE Core Programs. The purpose of this RFP is to establish an agreement for a market analysis that incorporates surveys, focus groups, and other methods to identify opportunities to reach large numbers of Latino/a children and their caregivers while also being able to deliver the key strategies that are the foundation of the AVANCE Theory of Change.

II. PROGRAM OVERVIEW/BACKGROUND

AVANCE will identify key geographies in Texas and across the Nation to expand core programs to meet the organization's goal to serve 60,000 Latino families by 2030. The market analysis will highlight opportunities to reach large numbers of Latino/a children and their caregivers while also being able to deliver the keys strategies that are the foundation of AVANCE's Theory of Change. Data from the market analysis data will guide strategic expansion efforts.

Prospective vendors should assume that they will begin services starting July 1, 2024 and continue for approximately 60 working days.

III. PROPOSAL FORMAT

All proposals shall include one copy of the full proposal including sections outlined below. Prefacing the proposal, the offeror shall provide an Executive Summary of two (2) pages or less, which gives in brief, concise terms, a summation of the proposal.

The proposal itself shall be organized in the following format and informational sequence:

- A. Section I of the proposal shall include the following:
 - Full name and address of the Contractor submitting the proposal and a brief summary
 of the Contractor's experience in conducting market analysis and related activities.
 The Contractor shall also provide relevant information regarding experience working
 with Latino/a communities.
 - 2. A list of at least three (3) references from current customers. References are to be from organizations, which are substantially serviced by the Contractor. Each reference must contain the reference's name, address, and telephone number, and point of contact.
 - 3. Executed copies of the certifications included at the end of this RFP.

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- B. Section II of the proposal shall consist of a description of services and capabilities as outlined in the **Scope of Service and Performance Requirements** sections of this RFP, in the order shown.
- C. Section III of the proposal shall be the Financial Proposal. This section shall contain a straightforward, concise delineation of the Contractor's fees to satisfy the requirements of this RFP. It is the Contractor's responsibility to specify all costs (i.e., administrative fees, processing fees, etc.) associated with providing the products or services required herein. In order to best evaluate financial proposals, all fees and expenses should be easily identifiable with a clear breakdown of cost.

IV. PROPOSAL INFORMATION

A. Schedule for Selection

Date	Event
May 20, 2024	Request For Proposal released
June 3, 2024 by 4:00pm CT	Due date for proposals by Contractors
June 4 – 21, 2024	Analysis of proposals
June 24, 2024	Contractors will be notified of selected proposal

B. Interpretation of RFP Wording

Interpretation of the wording of this RFP shall be the responsibility of AVANCE. AVANCE staff will not give verbal answers to inquiries regarding the contents of the RFP. Any verbal statement regarding it prior to the award shall be non-binding.

C. Written Inquiries

Proposers may make written inquiries concerning this RFP to obtain clarification of the requirements. Inquiries can be made anytime between May 20th – 29th. Submit inquiries via E-mail to: apape@avance.org. Inquiries submitted after May 29th will not be answered.

In the subject line of the email type Questions Market Analysis RFP.

D. Rights of AVANCE

AVANCE reserves the right to require additional information from Proposers and to conduct necessary investigations to determine Proposer performance and to determine the accuracy of Proposal information.

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E. RFP Information and Work Conditions

- 1. All Proposers are expected to carefully examine the RFP documents. Any ambiguities or inconsistencies should be brought to the attention of the individual identified in Section IV, C of this RFP. It is believed that all information necessary to complete a response is included in this RFP. It is the responsibility of the Proposer to obtain clarification of any information contained herein that is not fully understood.
- 2. The Proposer, by and through the submission of a Proposal, agrees to be held responsible for: 1) having examined the Request for proposal and all referenced citations of judicial decisions, statutory authority, and local policy; 2) having become familiar with the nature and scope of the Services required by the AVANCE; and 3) identifying any local conditions that may affect the labor availability, administrative rules and other factors that may impact the timeline for completion of the Services.

V. SCOPE OF SERVICE AND PERFORMANCE REQUIREMENTS

The following describes the service and performance requirements that the selected Contractor will be required to perform. Failure to address or to fully describe capabilities to accomplish all elements of this section will result in a loss of evaluation points.

A. Services required are as follows:

- a. Preparation of a market analysis report that identifies: 1). Trends and opportunities in the industry; 2) Key competitors and how to differentiate AVANCE's business from competitors; 3) Key geographies in Texas and across the Nation for expansion of AVANCE core programs; 4) market gaps; and 5) synthesis and recommendations for next steps.
- b. Include key dimensions of potential markets in the report:
 - Target population (e.g., children, parents/caregivers, Latino/a, etc.)
 - Geography (e.g., neighborhoods, cities, counties, etc.)
 - Potential community partners (e.g., ISDs, non-profits, etc.)
 - Individual thought leaders or decision makers in the PN-3 space
- c. Conduct targeted research to identify businesses in the industry, market size in terms of potential partners/clients, opportunities to innovate withing the industry, and key geographies in Texas and across the Nation for expansion of AVANCE core programs. Research methods may include but are not limited to brainstorming a list of organizations the contractor knows about in the field, reviewing online databases and existing literature, conducting surveys, focus groups, and interviewing peers and other field stakeholders.

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d. Synthesize researched information to provide a clear analysis of the market for expansion of AVANCE core programs in Texas and across the Nation. Discern insights and implications that identify any important trends, barriers to entry, topics and approaches that are well served by existing organizations offering two-generation programming and support for family child care providers, as well as gaps where no organizations exist.

B. Delivery Schedule

- 1. Contractor is to submit one copy of the market analysis report no later than September 1, 2024.
- 2. Reports may be submitted early than the date above. However, if the Contractor fails to make delivery of the market analysis report within the time schedule specified herein, or if the Contractor delivers market analysis reports which do not conform to all of the provisions of this contract, AVANCE, Inc. may, by written notice of default to the Contractor, terminate the whole or any part of this contract. Under certain extenuating circumstances, the contracting agent may extend this schedule upon written request of AVANCE with sufficient justification.

VI. COMPETITIVE SELECTION

- A. This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Contractor submitting the lowest priced proposal. Award will be made to the firm(s) submitting the best responsive proposal satisfying AVANCE's requirements, price, and other factors considered.
- **B.** AVANCE will evaluate each Contractor's proposal in the areas of experience, cost and service capabilities, based on the following predetermined criteria:

30 Points Program Plan: The adequacy and completeness of the plan offered

addressing the Scope of Services and Performance Requirements

30 Points Contractor's Capabilities: The demonstrated ability of the Contractor to

provide services

40 Points Finance Proposal: Fees for providing product or service

Maximum Points: 100

C. In compliance with Uniform Guidance 2 CFR Part 200.319 – Competition, AVANCE, Inc. has conducted this procurement in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference.

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However, AVANCE, Inc. reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the Contractor can propose. AVANCE, Inc. contemplates award of the contract to the responsible Contractor with the highest total points.

VII. TERMS AND CONDITIONS

- **A.** The agreement(s) resulting from this RFP will be in effect for a period of **six months** from date of award.
- **B.** AVANCE reserves the right to reject any and/or all proposals, to make awards for individual products or services as may be advantageous, and waive all formalities in the RFP process.
- **C.** Late proposals, if properly identified, will be returned unopened. No proposals may be withdrawn without written request.
- **D.** AVANCE desires to have the Contractor submit a proposal, which incorporates all significant points enumerated in this RFP. Where the proposal is silent, AVANCE assumes the services set forth in the SCOPE OF SERVICE AND PERFORMANCE REQUIREMENTS to be accepted as part of the proposal.
- **E.** AVANCE will not be responsible for any expenses incurred by the Contractor in preparing and submitting a proposal.
- **F.** A system for perpetual record keeping shall be maintained by the Contractor until the File is closed, and for a period of no less than three years thereafter and must make such records available to the AVANCE upon request. AVANCE shall be the absolute unqualified owner of all documents and electronic media prepared pursuant to this project. No information produced as a result of any agreement or contract with AVANCE can be released without the prior written consent of AVANCE.
- **G.** Questions concerning this solicitation shall be directed via email to Allison Pape at the address indicated on the face of this document no later than May 29, 2024.
- **H.** Any contract resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not otherwise made available to AVANCE.
- I. A written notice of award mailed or otherwise furnished to the successful Contractor results in a binding contract without further action by either party.
- J. AVANCE reserves the right to terminate all or any part of the undelivered portion any order resulting from this solicitation with thirty (30) days written notice; upon default by the

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vendor, for delay or nonperformance by the Vendor, or, if it is deemed in the best interest of AVANCE, for convenience.

- K. The person whose signature appears in this Request For Proposal hereby certifies (by signing this document) that the individual, firm and/or any principal of the firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" published by the U. S. General Services Administration (GSA) effective as of the date of opening of this proposal, and agrees to notify AVANCE of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.
- L. Indemnification – To the fullest extent permitted by applicable law, the Vendor and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend with counsel approved by AVANCE, and hold harmless AVANCE and its affiliated enterprises, representatives, and their respective officers, directors, members of the board, partners, employees and agents (collectively "Indemnities") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, land, or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by contractor pursuant to this contract, or any part thereof, which are caused in whole or in part by any negligent act or omission of the Vendor or, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnities, so long as it is not caused by the sole negligence or willful misconduct of any Indemnities. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such Indemnitors shall be jointly and severally responsible to the Indemnities for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnities. The provisions of this article shall not be construed to eliminate or reduce any other indemnification or right which AVANCE or any of the Indemnities has by law.

Vendor shall protect and indemnify AVANCE from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the services performed or goods provided hereunder or the use by Vendor or by AVANCE at the direction of Vendor of any article or material, provided that upon becoming aware of a suit or threat of suit for patent or copyright infringement, AVANCE shall promptly notify Vendor and Vendor shall be given full opportunity to negotiate a settlement. Vendor does not warrant against infringement by reason of AVANCE's design of articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, AVANCE agrees to cooperate reasonably with Vendor and parties

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shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.

The indemnities contained herein shall survive the termination of any agreement or purchase order for any reason whatsoever.

VIII. CERTIFICATIONS

On behalf of the Offeror:

- 1. The individual signing certifies that he/she is authorized to contract on behalf of the Offeror.
- 2. The individual signing certifies that the Offeror is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Offeror.
- 3. The individual signing certifies that the prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition.
- 4. The individual signing certifies that the prices quoted in this proposal have not been knowingly disclosed by the Offeror prior to an award to any other Offeror or potential Offeror.
- 5. The individual signing certifies that there has been no attempt by the Offeror to discourage any potential Offeror from submitting a proposal.
- 6. The individual signing certifies that he/she has read and understands all of the information in this Request for Proposal, including the information on the programs/grants/contracts to be audited.
- 7. The individual signing certifies that the Offeror, and any individuals to be assigned to the project, has not been debarred or suspended from doing work with any federal, state or local government.

Dated this day of	, 20
(Offeror's Firm Name)	
(Signature of Offeror's Representative)	
(Printed Name and Title of Individual Sign	 ing)