

**LOUISIANA LEGISLATIVE AUDITOR**

**REQUEST FOR PROPOSAL**

**FOR**

**BRANDING, RECRUITING, DIVERSITY &  
SOCIAL OUTREACH**



**Wednesday, October 20, 2021**

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**PART I. ADMINISTRATIVE AND GENERAL INFORMATION**

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**1.1 Background**

The Louisiana Legislative Auditor’s Office (LLA) headed by the Legislative Auditor, a Constitutional officer of the State of Louisiana, is charged with the responsibility of auditing all public funds appropriated and administered by the State and its various political subdivisions. The LLA has approximately 240 employees with an average appropriated budget of \$33.5 Million for past fiscal year. In the course of carrying out its mission to assist in developing transparency and accountability in government, it is imperative that the LLA have a consistent branding and recruiting platform. It is also important that LLA have a customized website that is intuitive, structured, and easy to navigate and search. This website will serve as a connection for the general public, audit professionals, public officials and media.

The LLA seeks a firm who can conduct a comprehensive assessment of the LLA’s current branding and recruiting platform and website and career site design. This assessment will lead to a report detailing the key findings. The completed report will further provide an implementation plan for a revised branding and recruiting strategy and customized website and career site.

It is required that the firm possesses specialized expertise in branding, marketing and web design.

**1.2 Purpose**

The purpose of this RFP is to obtain competitive proposals from qualified, professional branding consultants. The LLA seeks a firm with a proven track record for creative excellence in brand development and execution. In 2021, a new Legislative Auditor was appointed by the Louisiana Legislature. Therefore, LLA is requesting the assessment of the current branding campaign, website, and career site. In addition, the LLA is requesting the development and implementation of a revised comprehensive branding strategy focused on recruiting, diversity, and social outreach.

**1.3 Goals and Objectives**

The LLA’s goals and objectives in this RFP are:

1. Provide an assessment of the current branding platform;
2. Develop a new, comprehensive branding strategy focusing on recruiting, diversity, and social outreach; and
3. Redesign the LLA website and career site.

#### 1.4 **Definitions**

- A. Discussions – For the purposes of this RFP presentation, a formal, structured means of conducting electronic or oral communications/presentations with responsible Proposers that submit proposals in response to this RFP.
- B. LLA – Louisiana Legislative Auditor’s Office.
- C. Mandatory Requirements – The term “shall” denotes mandatory requirements.
- D. Permissible Action – The term “may” denotes an advisory or permissible action.
- E. Proposer – The firm who seeks to evaluate and develop a new branding strategy including, but not limited to, branding, recruiting, diversity and social outreach for the LLA.
- F. State – The State of Louisiana.

#### 1.5 **Schedule of Events**

The following outlines the planned schedule of major events of the RFP distribution, proposal submission, and the evaluation process:

RFP notice published in the official journal	October 20-22, 2021
RFP notice emailed to prospective Proposers	October 20, 2021
RFP posted to LLA Website	October 20, 2021
Mandatory Pre-Proposal Conference at LLA	November 1, 2021 @ 02:00pm
Deadline for LLA to receive electronic inquiries	November 4, 2021 @ 03:00pm
Deadline for LLA to answer electronic inquiries	November 10, 2013 @ 03:00pm
Deadline for LLA’s acceptance of electronic proposals	November 22, 2021 @ 03:00pm
Proposal Opening Date and Evaluations	November 29, 2021
Oral Presentations from Top Proposers	December 6-10, 2021 (To be individually scheduled)
Notice of Intent to Award	December 17, 2021
Contract Draft	January 10, 2022
Contract Execution (Effective Date of Contract)	January 21, 2022

**NOTE: The LLA reserves the right to deviate from these dates with 72 hours' notice posted at the LLA Website, <https://www.lla.la.gov/rfps/>. All times noted are Central Standard Time (CST)**

### **1.6 Inquiry Submittal**

All inquiries shall be received electronically by the LLA no later than the date and time shown in the Schedule of Events, November 4, 2021, at 03:00p.m. (CST).

**Important:** Clearly mark email transmission with the following information and format:

Proposal Name: RFP for Branding, Recruiting, Diversity & Social Outreach

Proposal Opening Date: November 29, 2021

Inquiries shall be submitted via email only to: [rfpinquiries@lla.la.gov](mailto:rfpinquiries@lla.la.gov).

Proposer is solely responsible for ensuring that its electronic inquiry submissions are successfully transmitted. The LLA is not responsible for any delays.

### **1.7 Proposal Submittal**

This RFP is available in electronic form at the LLA's Website at <https://www.lla.la.gov/rfps/>.

All proposals shall be received electronically by the LLA **no later than the date and time shown in the Schedule of Events, November 22, 2021, at 3:00 p.m. (CST).**

**Important:** Clearly mark email transmission with the following information and format:

Proposal Name: RFP for Branding, Recruiting, Diversity & Social Outreach

Proposal Opening Date: November 29, 2021

Proposals shall be submitted via email only to: [Brandingrfp@lla.la.gov](mailto:Brandingrfp@lla.la.gov)

Proposer is solely responsible for ensuring that its electronic submission is successfully transmitted. The LLA is not responsible for any delays.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

## **PART II. EVALUATION**

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The following criteria are of importance and relevance to the evaluation of this RFP. These factors, listed in order of importance, are:

- Responsiveness to the scope of work, deliverables timeline, and budget (25%);
- Demonstration of expertise through past case studies (25%);
- Evidence of consultants' qualifications and experience (20%);
- Presentation of branding portfolio (20%); and
- Ability to complete goals and objectives by June 15, 2022 (10%).

## **PART III. PROPOSAL RESPONSE FORMAT**

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### **3.1 Proposal Response Format**

Proposals submitted for consideration should follow the format and order of presentation described as follows:

- A. Cover Letter: Containing summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract/agreement with the LLA. The letter shall be signed by a person having the authority to commit the Proposer to a contract/agreement as evidenced by a corporate resolution.  
  
Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.
- B. Table of Contents: Organized in the order cited in the format contained herein.
- C. Experience: Describe the history and background of Proposer with related services to government entities.
- D. Implementation: Detailed schedule of implementation plan for evaluation and developing structure. This schedule is to include, but not be limited to, implementation actions, timelines, and responsible parties.
- E. Service: Names and résumés of employees responsible for this RFP detailing their particular responsibilities and contact information.
- F. Fee Schedule: Proposer's fees and other costs shall be submitted. This financial proposal shall include any and all costs the Proposer wishes to have considered in the Contractual arrangement with the LLA.
- G. Security Clearance: Proposer and staff shall indicate within the proposal a commitment to sign all security documents required by the LLA (Exhibits A & B), incorporated herein by reference.

Proposers may submit any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the LLA to consider including, but not limited to, innovative concepts or other plans which Proposer desires considered.

### **3.2 Signed Proposal**

The proposal shall be signed by an authorized representative of Proposer who has the authority to obligate the Proposer as evidenced by a corporate resolution, which is attached to the proposal.

### **3.3 Number of Response Copies**

Each Proposer shall submit electronically one (1) signed original response, including all attachments.

### **3.4 Legibility/Clarity**

The Proposer's response to the requirements of this RFP in the format requested is mandatory with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. The Proposer's proposal should be prepared in a straightforward, concise manner. The Proposer's ability to meet the requirements of the RFP should be illustrated. The Proposer is solely responsible for the accuracy and completeness of its proposal.

### **3.5 Confidentiality**

Only proposals and addenda thereto that contain actual proprietary information shall be held confidential by the LLA provided that these proposals and addenda thereto are marked as instructed. The Proposer shall mark the cover sheet of the Proposal with the following legend specifying the pages of the proposal and addenda thereto, if applicable, that are to be restricted in accordance with the conditions of the legend:

***“The data contained in pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain privileges or confidential information and such data shall only be disclosed for evaluation purposes. If a Contract is awarded to a Proposer as a result of or in connection with the submission of this proposal, the Contract shall be drafted in accordance with the Louisiana Public Records Law.”***

Further, to protect such data, each page of the proposal containing such data shall be specifically identified and marked **“CONFIDENTIAL & PROPRIETARY.”**

It should be noted, however, that data bearing the aforementioned legend may be subject to release under the provision of the Louisiana Public Records Law, R.S. 44:1, *et seq.*, if the matter is deemed “not proprietary” by a court of competent jurisdiction. The LLA assumes no liability for disclosure or use of unmarked data and may use or disclose such data for any purpose. It should be noted that any resultant contract/agreement would become a matter of public record.

### **3.6 Proposer Inquiry Periods**

An initial inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the bid documents and to submit any electronic questions relative thereto. *Without exception*, all questions shall be electronically submitted and received by November 4, 2021, at 3:00p.m. (CST), which is the deadline to receive electronic inquiries as set forth in the Schedule of Events.

The LLA shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay. The LLA reasonably expects and requires responsible and interested Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any LLA employee. The LLA shall only consider electronic and timely communications from Proposers.

Inquiries shall be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the LLA. Answers to questions that change or substantially clarify the solicitation may become an addendum to the proposal. All inquiries and answers will be posted electronically at <https://www.lla.la.gov/rfps/>.

Inquiries concerning this solicitation shall be delivered by e-mail only to:

[rfpinquiries@lla.la.gov](mailto:rfpinquiries@lla.la.gov).

### **3.7 Changes, Addenda, Withdrawals**

The LLA reserves the right to change the Schedule of Events or revise any part of the RFP by issuing an addendum to the RFP with 72 hours' notice. It is the responsibility of the Proposer to check the LLA Website for addenda to the RFP, if any.

If the Proposer needs to submit changes or addenda, such shall be submitted via email, by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the deadline for acceptance of proposals; such shall meet all requirements for the proposal. If the Proposer chooses to withdraw its proposal response, the withdrawal notice shall be sent via email and received prior to proposal opening.

### **3.8 Cost of Offer Preparation**

The Proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any offer submitted in response to the RFP and preparation for oral presentations/discussions and other such expenses and shall not include this cost or any portion thereof in the offered contract/agreement fees and terms.



### **3.9 Non-negotiable Contract Terms**

Non-negotiable contract/agreement terms include but are not limited to taxes, assignment of contract/agreement, audit of records, EEOC and ADA compliance, record retention, content of contract/agreement /order of precedence, contract/agreement changes, force majeure, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

### **3.10 Taxes**

Any taxes, other than state and local sales and use taxes, from which the State is exempt, shall be assumed to be included within the Proposer's cost.

### **3.11 Proposal Validity**

All proposals shall be considered valid for acceptance until such time as an award is made.

### **3.12 Prime Proposer's Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in its proposal whether or not it produces or provides them. The LLA shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract/agreement.

### **3.13 Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract/agreement ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

### **3.14 Ownership of Proposal**

All electronic documents submitted in response to this request become the property of the LLA. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the LLA and not returned to proposers.

### **3.15 Contract Negotiations**

If for any reason the Proposer, whose proposal is most responsive to the LLA's needs, fees and other evaluation factors set forth in the RFP considered, does not agree to a contract/agreement, that Proposer shall be rejected and the LLA may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall not allow fee alterations. The Legislative Auditor must approve the final contract/agreement form and execute the contract/agreement to complete the process.

### **3.16 Cancellation of RFP or Rejection of Proposals**

The LLA reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the LLA and the State of Louisiana to do so.

### **3.17 Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by the LLA's Evaluation Committee for the purpose of selecting the Proposer with whom the LLA shall Contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee shall determine which proposals are reasonably susceptible of being selected for award. Oral presentations shall be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Legislative Auditor for the Proposer, whose proposal shall be the most advantageous to the LLA, fees and other factors considered.

The Evaluation Committee may reject any or all proposals if none are considered in the best interest of the LLA.

### **3.18 Award**

The LLA intends to award to a single Proposer.

Award shall be made to the Proposer whose proposal, conforming to the RFP, shall be the most advantageous to the LLA.

The award will be made on the basis of the initial offer or as noted in Part 1.3.

### **3.19 Notice of Intent to Award**

Upon review and approval of the Evaluation Committee's recommendation and agreement of the Legislative Auditor for award, the LLA shall issue an Intent to Award letter both electronically and via U.S. Mail to the apparent successful Proposer. A contract/agreement shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, the LLA may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

The LLA shall also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, Evaluation Committee member names, and the completed evaluation summary and recommendation report may be made available to all interested parties after the Intent to Award letter has been issued.

### **3.20 Indemnification**

Notwithstanding the above, the successful Proposer shall indemnify and save harmless the LLA, all its employees, including volunteers, from and against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the LLA growing out of, resulting from, or by reason of any negligence or omission of the successful Proposer, its agents, servants, independent contractors, or employees directly related to

the specific scope of services of this proposal and while engaged in, about, or in connection with the discharge or performance of the terms of this contract/agreement up to the agreed upon not to exceed contract amount or breach of this contract/agreement while engaged in, about, or in connection with the discharge of performance of the terms of this contract/agreement. Any indemnification shall include the LLA's fees and costs of litigation, including, but not limited to, reasonable attorney's fees, as ordered by a court. Successful Proposer shall provide and bear the expense of all personal and professional insurance related to its duties arising under this contract/agreement.

LLA shall be liable for any claims, damages, and actions provided such liability is judged by a court of law to be caused by the negligence of LLA.

### **3.21 Payment for Services**

The Proposer may invoice the LLA at [Accounting@lla.la.gov](mailto:Accounting@lla.la.gov) as designated by the LLA in the contract/agreement. Payments shall be made by the LLA within approximately fifteen (15) days after receipt of a properly executed invoice and approval by the LLA. Invoices shall include the contract/agreement number. Invoices submitted without the referenced contract/agreement number shall not be approved for payment until the required information is provided.

### **3.22 Termination**

The LLA may terminate this contract/agreement for cause based upon the failure of the Proposer to comply with the terms and/or conditions of the contract/agreement, provided that the LLA shall give the Proposer written notice specifying the Proposer's failure. If within fifteen (15) days after receipt of such notice, the Proposer shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the LLA may, at its option, place the Proposer in default and the contract/agreement shall terminate on the date specified in such notice. The Proposer may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the LLA to comply with the terms and conditions of this contract/agreement, provided that the Proposer shall give the LLA written notice specifying the LLA's failure.

The continuance of this contract/agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract/agreement by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract/agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract/agreement, the contract/agreement shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated.

### **3.23 Assignment**

Assignment of contract/agreement or any payment under the contract/agreement requires the advanced written approval of the Legislative Auditor.

### **3.24 EEOC and ADA Compliance**

The Proposer agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and the Americans with Disabilities Act of 1990, as amended. Proposer further agrees not to unlawfully discriminate in its employment practices and to render services pursuant to this Agreement with regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Proposer acknowledges and agrees that any act of unlawful discrimination committed by Proposer or any other failure to comply with these legal/statutory obligations when applicable shall be grounds for termination of any contract/agreement entered into by the LLA as a result of this RFP.

The Proposer shall keep informed of and comply with all federal, state, and local laws, ordinances, and regulations which affect its employees or prospective employees.

Any act of discrimination committed by the Proposer, or failure to comply with these statutory obligations, when applicable, shall be grounds for immediate termination of this contract/agreement.

## **PART IV. MANDATORY CONTRACT FORM**

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### **4.1 Scope of Work/Deliverables**

This contract/agreement shall include the following services to be provided within the noted timeframes:

#### **A. Discovery: 30 Days**

- a. The Proposer shall assess the current LLA branding platform and marketing materials through a brief discovery phase. This includes, but is not limited to, an assessment of the mission statement, motto, values, and brand identity.
- b. The Proposer shall assess the current LLA website and career site to ensure that the design is intuitive and consistent with the branding platform.

#### **B. Development: 60 Days**

- a. The Proposer shall develop a branding platform including position, personality, differentiation, and value proposition.
- b. The Proposer shall develop a branding strategy that focuses on recruiting, diversity, and social outreach.
- c. The Proposer shall develop a new website and career site design and content to include photography, staff headshots, and the utilization of visual content, as deemed appropriate.

- d. The Proposer shall develop visually compelling marketing and recruiting collateral that can be used in social media and print campaigns.

C. Implementation: 60 Days

- a. The Proposer shall provide a brand identity including logo design, business card design, and style guidelines for marketing collateral.
- b. The Proposer shall collaborate with the LLA IT Department to implement website and career site design.
- c. The Proposer shall provide the LLA with complete control over website and content additions and revisions once the period is complete.

**4.2 Period of Agreement**

The term of any contract/agreement resulting from this solicitation shall begin on January 21, 2022, and end on June 15, 2022. The LLA and the Proposer shall have an option to renew the contract/agreement.

**4.3 Record Retention**

The Proposer shall maintain all records in relation to this contract/agreement for a period of at least four (4) years from date of execution of the contract/agreement.

**4.4 Record Ownership**

All records, reports, documents, or other material related to any contract/agreement resulting from this RFP and/or obtained or prepared by the Proposer in connection with the performance of the services contracted for herein shall become the property of the LLA, and shall, upon request, be returned by the Proposer to the LLA, at the Proposer's expense, at termination or expiration of the contract/agreement.

**4.5 Content of Contract/Order of Precedence**

In the event of a conflict among documents, the order of precedence which shall govern is as follows: (1) the final contract/agreement; (2) the RFP and subsequent addenda, if any; and (3) the Proposer's proposal.

**4.6 Contract Changes**

No additional changes, enhancements, or modifications to any contract/agreement resulting from this RFP shall be made without the prior written approval of the LLA.

Changes to the contract/agreement include any change in compensation, beginning/ending date of the contract/agreement, scope of services, and/or Proposer change through the Assignment of contract/agreement process. Any such changes, once approved, shall result in the issuance of an amendment to the contract/agreement executed by the LLA and an authorized representative of the Proposer.

#### **4.7 Substitution of Personnel**

Proposer shall notify the LLA thirty (30) days in advance of a change in the contact person. If substantial changes in personnel occur, the LLA shall have grounds for changing or canceling the contract/agreement. The notification must be in writing.

#### **4.8 Force Majeure**

The Proposer or the LLA shall be exempted from performance under the contract/agreement for any period that the Proposer or the LLA is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic or court order, provided the Proposer or the LLA has prudently and promptly acted to make any and all corrective steps that the Proposer or the LLA can promptly perform. Subject to this provision, such non-performance shall not be considered cause or grounds for termination for the contract/agreement.

#### **4.9 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law.

#### **4.10 Claims or Controversies**

Any claims or controversies shall be resolved in accordance with Louisiana Law.