

K14-859

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS/OFFICE OF INSPECTOR GENERAL
AND
SPEARS CONSULTING GROUP, LLC
WEBSITE DESIGN SERVICES/ BCM GRANT

THIS AGREEMENT (the "Agreement") is made and entered into this 6th day of October, 2014, by and between the City of New Orleans Office of Inspector General ("OIG"), represented by Mitchell J. Landrieu, Mayor (the "City"), and Spears Consulting Group, LLC, represented by Cleveland Spears, III, President and CEO (the "Consultant").

WHEREAS, on August 7, 2014, the OIG solicited proposals from qualified firms to provide website design services;

WHEREAS, the Consultant responded to the solicitation and the OIG has selected the Consultant to perform the professional services;

NOW THEREFORE, the City/OIG and the Consultant agree as follows:

I. THE CONSULTANT'S OBLIGATIONS.

A. Services. The Consultant will, in accordance with the schedule approved by the OIG:

1. Perform all services as set forth in this Agreement and in the OIG Solicitation for Website Design Services, attached hereto as Exhibit "A", the terms and conditions of which documents are incorporated fully into this Agreement;
2. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain applicable insurance, and perform all other obligations of the Consultant set forth in this Agreement;
3. Promptly correct any errors or omissions and any work deemed unsatisfactory or unacceptable by the OIG, at no additional compensation;
4. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf;
5. Cooperate with the OIG and any person performing work for the OIG.

OIG officers and employees are not authorized to request or instruct the Consultant to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement.

B. Compliance with Laws. The Consultant, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws and ordinances.

C. Schedule.

1. The Consultant will perform all work under this Agreement according to the schedule outlined in OIG Solicitation for Website Design Services (Exhibit A).
2. The OIG has the sole right to approve, reject, or require changes to all schedules relating to the performance of this Agreement, including, without limitation, any proposed progress schedule and any requests for modifications.
3. The Consultant acknowledges and agrees that time is of the essence in the performance of this Agreement.

D. Invoices.

1. The Consultant will submit invoices for work performed under this Agreement to the OIG no later than ten (10) calendar days following the completion of the corresponding phase of the website redesign. Untimely invoices may result in delayed payment for which the City/OIG is not liable. At a minimum, each invoice must include the following information:

- a. Description of the work completed and the individuals who performed the work;
- b. An authorized signature under penalty of perjury attesting to the validity and accuracy of the invoice.

2. Invoices will be processed upon OIG's written acknowledgement of receipt of the satisfactory work products.

3. The OIG has the sole right to approve or require changes to the form of the invoice. The OIG may require additional supporting documentation to be submitted with invoices.

4. The selected consultant will be expected to return all OIG phone calls and/or email communication within forty-eight (48) hours. OIG and consultant will develop mutually agreed upon deadlines and penalties for specific deliverables or technical assistance as appropriate. Failure to meet any deadline must be explained in writing within five (5) business days; said notice must include a plan of corrective action and an updated timeline. When possible, any foreseeable delays should be communicated to the OIG before deadlines. All delays are subject to OIG approval and unacceptable delay may be grounds for financial penalties and/or termination of the contract. Consultant's failure to meet mutually agreed upon task-specific deadlines may result in five percent (5%) penalty discount on the subsequent invoice.

5. The OIG retains the right to cancel this contract at any time if it determines that the work being provided by the contractor is not of adequate quality or the contractor is non-responsive to requests for services.

E. Records and Reporting.

1. The Consultant will maintain all documents (in any form, whether written or electronic) relating or pertaining to this Agreement, including without limitation all ledgers, books, invoices, receipts, vouchers, canceled checks, wage records, timesheets, subcontracts, reports, correspondence, lists, notes, and memoranda, for the duration of this contract or

agreement and for at least five (5) years following the completion or termination of this Agreement, including all renewal periods.

2. The OIG designates Nadiene Van Dyke as its primary point of contact for all dealings with Consultant related to carrying out this Agreement. All Consultant communications should be directed to Ms. Van Dyke. Communications may be directed to secondary points of contact as designated by Ms. Van Dyke. The Consultant will not respond to requests for service or support made by any other persons purporting to act on behalf of the OIG.

F. Audit and Inspection.

1. The Consultant will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of the Consultant, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Consultant's office or place of business in Louisiana. If no such location is available, the Consultant will make the documents available at a time and location that is convenient for the City.

2. The Consultant will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Consultant to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. The Consultant agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

G. Insurance.

1. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Contractor will maintain the following insurance in full force and effect for the duration of the work under this Agreement:

1. **Commercial General Liability** (CGL) Policy # 4024050432, written on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of \$1,000,000 per occurrence, with a general aggregate limit of \$2,000,000.

2. **Workers' Compensation:** as required by the State of Louisiana, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Additional Insured Status

Contractor has provided, and will maintain current, a Certificate of Insurance naming the Office of Inspector General and the City of New Orleans as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement.

Primary Coverage

For any claims related to this contract, Contractor's insurance coverage shall be primary insurance in respect to Office of Inspector General and the City of New Orleans. Any insurance or self-insurance maintained by the City shall be non-contributing to Contractor's coverage.

Waiver of Subrogation

Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this contract.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with prior notice to the Office of Inspector General of no less than 60 days.

H. Indemnity.

1. The Consultant will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Released Parties: for all liability, costs and expenses arising directly or indirectly out of any act of omission of the Consultant, its agents, subcontractors, or employees or otherwise arising out of the performance of the services pursuant to this Agreement.

2. The Consultant's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Consultant nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

3. The Consultant has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the Consultant is ultimately absolved from liability.

II. REPRESENTATIONS AND WARRANTIES.

A. The Consultant represents and warrants to the City that:

1. The Consultant, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement;

2. The Consultant has the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;

3. The Consultant is fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Consultant, or its

employees in the performance of this Agreement;

4. The Consultant is not under any obligation to any other person that is inconsistent or in conflict with this Agreement or that could prevent, limit, or impair the Consultant's performance of this Agreement;

5. The Consultant has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the City/OIG and incorporated into this Agreement;

6. The Consultant is not in breach of any federal, state, or local statute or regulation applicable to the Consultant or its operations;

7. Any rate of compensation established for the performance of services under this Agreement are no higher than those charged to the Consultant's most favored customer for the same or substantially similar services;

8. The Consultant has read and fully understands this Agreement, including the solicitation, and is executing this Agreement willingly and voluntarily; and

9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of this Agreement by the Consultant and the execution of this Agreement by the Consultant's representative constitutes a sworn statement, under penalty of perjury, by the Consultant as to the truth of the foregoing representations and warranties.

B. Convicted Felon Statement. The Consultant complies with City Code § 2-8(c) and no principal, member, or officer of the Consultant has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

C. Non-Solicitation Statement. The Consultant has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Consultant has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

D. Employee Verification. The Consultant swears that (i) it is in compliance with La. R.S. 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Consultant a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the Consultant being ineligible for any public contract for a period of three years from the date the violation is discovered. The Consultant further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Agreement or the loss of any license or permit to do

business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. The Consultant will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if the Consultant fails to provide such the requested affidavit or violates any provision of this paragraph.

E. The Consultant acknowledges that the City/OIG is relying on these representations and warranties and Consultant's expertise, skill, and knowledge and that the Consultant's obligations and liabilities will not be diminished by reason of any approval by the City/OIG.

III. THE CITY'S OBLIGATIONS.

A. **Administration.** The City will:

1. Administer this Agreement through the Office of Inspector General (OIG), which will assign or authorize work under this Agreement;
2. Provide the Consultant any documents deemed necessary for the Consultant's performance of any work required under this Agreement;
3. Provide the Consultant with project oversight, including developing evaluation objectives, reviewing and approving the Consultant's evaluation plan, determining milestones, and consulting with the Reference on the final report; and
4. Provide access to OIG personnel to discuss the required services during normal working hours, as requested by the Consultant.

B. **Payment.** The City will make payments to the Consultant at the rate of compensation established in this Agreement within thirty (30) days of the receipt of the Consultant's certified invoices, except:

1. The City's obligation to make any payment is contingent upon the Consultant's: (a) submission of a complete and accurate invoice, including all required information and documents; (b) satisfactory performance of the services and conditions required by this Agreement, including, without limitation, satisfactory deliverables;
2. Unless specifically authorized by a validly executed amendment, the City/OIG is not obligated under any circumstances to pay for any work performed or costs incurred by the Consultant that:
 - a) Exceed the maximum aggregate amount payable established by this Agreement;
 - b) Are beyond the scope or duration of this Agreement;
 - c) Arise from or relate to the any change order within the scope of the Agreement;
 - d) Arise from or relate to the correction of errors or omissions of the Consultant or its subcontractors; or
 - e) The City is not expressly obligated to pay under this Agreement.
3. The OIG, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute.

4. If this Agreement is terminated for any reason, the City will pay the Consultant only for the work requested by the OIG and satisfactorily performed by the Consultant through the date of termination, except as otherwise provided in this Agreement.

IV. COMPENSATION.

A. Rate of Compensation.

The Consultant's compensation for the performance of work under this Agreement will be:

Planning and Design	\$4,000.00
Site Development and Testing	\$8,000.00
Launch Phase	\$2,500.00

Payments will not be issued until the OIG has signed off on the corresponding phase/work product(s).

This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the OIG in accordance with the terms and conditions of this Agreement. The stated compensation is inclusive, and includes no additional amounts for the Consultant's costs, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement.

The Consultant immediately will notify the City in writing of any reduction to the rate of compensation for its most favored customer and the rate of compensation established by this Agreement automatically will adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

B. Maximum Amount. The maximum aggregate amount payable by the City under this Agreement is FOURTEEN THOUSAND FIVE HUNDRED DOLLARS (\$14,500).

V. DURATION AND TERMINATION.

A. Initial Term. The initial term of this Agreement covers one year from the effective date of the Agreement.

B. Extension. The OIG may extend the term this Agreement for no more than two (2) successive one (1) year periods pursuant to validly executed amendments, provided that:

1. Any extension of this Agreement is subject to and contingent upon the encumbrance of funds;
2. The OIG determines that the extension facilitates the continuity of services provided under this Agreement; and
3. The total duration of the Agreement, including the original term and any extensions, shall not exceed three (3) years.

C. **Termination for Convenience.** Either party to this Agreement may terminate the agreement at any time during the term of the agreement by giving the other party written notice of said intention to terminate at least thirty (30) calendar days before the intended date of termination.

D. **Termination for Non-Appropriation.** This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice.

E. **Termination for Cause.** The OIG may terminate this Agreement immediately for cause by sending written notice to the Consultant. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General.

F. **Suspension.** The OIG may suspend this Agreement at any time and for any reason by giving two (2) business day's written notice to the Consultant. The Consultant will resume work upon five (5) business day's written notice from the OIG.

VI. **NON-DISCRIMINATION.**

A. **Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, the Consultant (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Consultant's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. **Non-Discrimination.** In the performance of this Agreement, the Consultant will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Consultant in any of Consultant's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Consultant. The Consultant agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973,

and the Americans with Disabilities Act of 1990.

C. The OIG may terminate this Agreement for cause if the Consultant fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

VII. INDEPENDENT CONTRACTOR.

A. **Independent Contractor Status.** The Consultant is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

B. **Exclusion of Worker's Compensation Coverage.** The City will not be liable to the Consultant, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Consultant will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. **Exclusion of Unemployment Compensation Coverage.** The Consultant, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither the Consultant nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Consultant has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by the Consultant are outside the normal course and scope of the City's usual business; and (c) the Consultant has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. **Waiver of Benefits.** The Consultant, as an independent contractor, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

VIII. NOTICE.

A. **Notice Requirements.** Any notice, demand, communication or request required or permitted under this Agreement (except for any routine communications) shall be in writing and delivered in person or by certified mail, return receipt requested, as follows:

- i. To the OIG:

Office of Inspector General for the City of New Orleans
Attn: General Counsel
525 St. Charles Avenue
New Orleans, LA 70130

To the City:
City Attorney
City of New Orleans
1300 Perdido St. 5E03
New Orleans, LA 70112

ii. To the Consultant:

Spears Consulting Group, LLC
Attn: Cleveland Spears, III, President and CEO
132 Carondelet Street
New Orleans, LA 70130

All changes of address or recipient(s) must be provided to each party in a writing that specifically identifies this Agreement. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OIG and the Consultant.

B. Receipt of Notices. Notices are effective upon receipt at the address specified above. Any notice sent but not received by or delivered to the intended recipient because of any refusal or evasion of delivery shall be deemed effective on the date of the first attempted delivery.

IX. ADDITIONAL PROVISIONS.

A. Limitations of the City's Obligations. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

B. No Promotional Content. The OIG website will not contain any content promoting or advertising the Consultant.

C. Order of Documents. In the event of any conflict between the provisions of this Agreement and the OIG Solicitation for Website Design Services (Exhibit "A"), this Agreement takes precedence.

D. Ownership Interest Disclosure. The Consultant will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Consultant and stating that no other person holds an ownership interest in the Consultant via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Consultant fails to submit the required affidavits, the OIG may, after 30 days' written notice to the Consultant, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

E. No Subcontractors. No subcontractors are permitted under this contract; all services

will be performed by the Key Personnel identified in Attachment B of the Spears Consulting Group Proposal, attached hereto as Exhibit B.

F. Prohibition of Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of Consultant, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to Consultant pursuant to this Agreement without regard to Consultant's otherwise satisfactory performance of the Agreement.

G. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

H. Conflicting Employment. To ensure that the Consultant's efforts do not conflict with the City's interests, and in recognition of the Consultant's obligations to the OIG, the Consultant will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Consultant will promptly notify the OIG in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Consultant's performance of this Agreement. The OIG will make the final determination whether the Consultant may accept the other employment.

I. Non-Exclusivity. This Agreement is non-exclusive and the Consultant may provide services to other clients, subject to the OIG's approval of any potential conflicts with the performance of this Agreement and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

J. Assignment. This Agreement and any part of the Consultant's interest in it are not assignable or transferable without the OIG's prior written consent.

K. Terms Binding. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

L. Jurisdiction. The Consultant consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Contractor.

M. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

N. Construction of Agreement. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the

purposes and intentions of all parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Consultant on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

O. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

P. Survival of Certain Provisions. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

Q. No Third Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

R. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

S. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

T. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and the Consultant execute this Agreement.

CITY OF NEW ORLEANS

BY: 

MITCHELL J. LANDRIEU, MAYOR

10/6/14

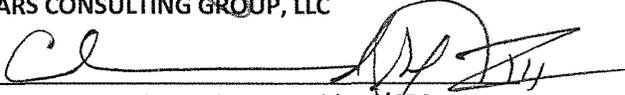
FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Julie P. Meyer

SPEARS CONSULTING GROUP, LLC

BY: 

CLEVELAND SPEARS, III, President/CEO

CORPORATE TAX ID # 28-2972548

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS/ OFFICE OF INSPECTOR GENERAL

AND

SPEARS CONSULTING GROUP, LLC

WEBSITE DESIGN SERVICES/ BOM GRANT

OIG Solicitation for Website Design Services - Proposal Submission Instructions

OFFICE OF INSPECTOR GENERAL
CITY OF NEW ORLEANS



ED QUATREVAUX
INSPECTOR GENERAL

GENERAL INFORMATION

The Office of Inspector General (OIG) is the City of New Orleans's sole local governmental agency providing oversight. The OIG mission is to prevent and detect fraud and abuse and to promote efficiency and effectiveness in City programs and operations. The OIG audits, evaluates, and investigates City programs and issues its findings in public reports that identify opportunities for improved performance and practical recommendations for change.

The purpose of this solicitation is to identify and select a qualified vendor to redevelop the current OIG website (www.nolaig.org) to enhance the office's ability to share information and data with the public. The selected individual/firm will have demonstrated experience in managing website projects and expertise with best practices regarding successful website design, development, and deployment. The total cost for these services shall not exceed \$14,500.

Proposal submission instructions for this project are outlined below. The Scope of Services and Mockup List/Pre-design Specifications are hereby designated as Attachment I.

1. ADMINISTRATIVE INFORMATION

1.1 Proposer Inquiries

Written questions regarding submission requirements or Scope of Services (and any attachments therein) must be submitted to the OIG Chief Procurement Officer's email address:

Mr. Devang Panchal
dpanchal@nolaig.org

The OIG will consider written inquiries and requests for clarification of the content of this solicitation received from potential proposers. Verbal inquiries are not permitted. Written inquiries must be received by August 11, 2014 at 4:00 p.m. CDT. The OIG reserves the right to modify the scope of services should a change be identified that is in the best interest of the OIG. Official responses to all questions submitted by potential proposers will be distributed via email by close of business on August 12, 2014 at 4:00 p.m. CDT.

1.2 Schedule of Events

<u>Event</u>	<u>Date</u>
Distribute scope of services to website design firms	July 30, 2014

Deadline for firms to express interest	August 6, 2014
Distribute proposal submission instructions	August 7, 2014
Deadline for receipt of proposals	August 15, 2014
Announce award of contractor selection	August 20, 2014

NOTE: The OIG reserves the right to change this schedule of events, as it deems necessary.

2. PROPOSAL INFORMATION

2.1 Proposal Submission Deadline

Firms/individuals who are interested in providing services requested under this solicitation must submit a proposal containing the information specified in this section. The proposal must be received via email (dpanchal@nola.oig.org) by the OIG Chief Procurement Officer on or before August 15, 2014 at 4:00 p.m. CDT.

Proposals received after the deadline will not be considered.

2.2 Proposal Submission Requirements

Proposals from interested firms should include the following information, presented in a clear, comprehensive, and concise manner to illustrate the proposer's capabilities:

1. The respondent's name, address, and telephone number.
2. The location(s) of the office from which the assigned staff will be working.
3. Name of the Primary Expert and summary of the expected assignments of any other staff who will provide services to the OIG.
4. The electronic proposal must include signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this solicitation.
5. ATTACHMENT A – Respondents shall submit a brief synopsis of their proposal and credentials to deliver the services sought within this solicitation. This section should also include an organizational overview of the firm's history, qualifications, core competencies, information about the firm's testing and quality assurances process, and experience in website design for governmental and/or non-profit entities.
6. ATTACHMENT B – Detailed resumes or curricula vitae of Primary Expert and any additional staff assigned to this project. This section should provide a brief explanation of the role of each individual on the project team.

7. ATTACHMENT C – Three (3) work samples of similar website design/redesign projects completed by the firm. Please submit the URLs for these sites (only currently live sites should be included) and screenshots showing the functionality and ease of use of the content management system(s) that underlie each of these sites. Additional information such as pre-design/post-design visuals would best assist the selection committee in evaluating proposals.
8. ATTACHMENT D – Contact information for three (3) clients for whom the respondent has completed similar projects.
9. ATTACHMENT E – Respondents should provide an explanation as to how much it proposes to charge the OIG to provide the needed services. The explanation should include any and all professional fees, travel expenses, and/or costs associated with providing the requested services and shall not exceed \$14,500.

2.3 Contract Award and Execution

The OIG reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received. The selected Proposer will be required to submit signed and completed versions of the following forms, as required by the City:

1. Certification Statement
2. Conflict of Interest Disclosure Affidavit
3. Identification of Subcontractors¹
4. Tax Clearance Authorization

The Scope of Services and Mockup List/Pre-design Specifications (Attachment I) and proposal of the selected Proposer shall become part of any contract initiated by the OIG.

The selected Proposer shall be expected to enter into a contract that includes the terms in the sample contract included in Attachment II. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this solicitation. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds ten (10) days or if the selected Proposer fails to sign the final contract within ten (10) business days of delivery, the OIG may elect to cancel the award and award the contract to the next highest ranked Proposer.

¹ Due to the limited funding associated with this project, the OIG will not allow subcontractors. However, the selected Proposer will be required to complete this form as it is required of all City contracts.

2.4 Public Records Law

All information submitted in response to this solicitation will be considered a public record and subject to disclosure pursuant to the Louisiana Public Records Law, La. R.S. 44:1 et seq.

2.5 Errors and Omissions in Proposal

The OIG will not be liable for any errors in proposals. The OIG reserves the right to make corrections or amendments due to errors identified in proposals by the OIG or the Proposer. The OIG, at its option, has the right to request clarification or additional information from the proposers.

2.6 Proposal Rejection/Solicitation Cancellation

Issuance of this solicitation in no way constitutes a commitment by the OIG to award a contract. The OIG reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel or modify this announcement if it is determined to be in the OIG's best interest.

3. EVALUATION AND SELECTION

3.1 Selection Committee

The evaluation of proposals will be accomplished by a selection committee, designated by the OIG, which will determine the proposal most advantageous to the OIG, taking into consideration the evaluation factors set forth in the solicitation as well as price. The selection committee will consist of three (3) members.

3.2 Evaluation and Review

Upon receipt by the due date of responses to this solicitation, the selection committee will evaluate all responses received based upon the qualitative criteria listed herein below (in order of descending importance):

Quality – 75%

- Qualifications, experience, and demonstrated understanding of project requirements and needs;
- Quality of work samples based on three (3) live websites produced by the firm. Particular emphasis will be placed upon website redesigns that focus on conveying information to end users in a visually attractive manner and feature robust, easy-to-use content management systems;
- Capability of providing consistent, timely, high-quality services, as determined by information requested from three (3) references;
- Maintenance of an office, residence, or domicile in Orleans Parish, to the extent

permitted by law;

- Certification as a State & Local Disadvantaged Business Enterprise (SLDBE) through the City of New Orleans, Sewerage & Water Board of New Orleans, Harrah's Jazz Casino, or the New Orleans Aviation Board (if applicable, please provide documentation verifying SLDBE status).

Cost – 25%

- Cost will be evaluated based on the consultant's proposed budget for complete website design as outlined in Attachment I ("Scope of Services and Mockup List/Pre-design Specifications").

The OIG proposal evaluations shall specify in writing:

- (1) For each of the five non-price evaluation criterion listed above, a rating of highly advantageous, advantageous, not advantageous, or unacceptable, and the reasons for the rating;
- (2) For each proposal, a composite rating of highly advantageous, advantageous, not advantageous, or unacceptable. After each proposal has been assigned a composite rating based on the five non-price criteria, the selection committee shall consider the price of each proposal. The selection committee shall determine the most advantageous proposal from a responsible and responsive offeror taking into consideration price and the evaluation criteria.

If the proposal with the highest rating on the five non-price criteria does not contain the lowest price, the selection committee may attempt to negotiate a mutually agreeable price with the proposer. If the parties cannot reach an agreement on price, the committee may select another proposal as the most advantageous based on price and evaluation criteria, or may attempt to negotiate price with the second highest rated proposer.

If the selection committee selects the Proposer who did not submit the lowest price, the committee shall explain the reasons in writing, specifying in reasonable detail the basis for determining that the price is justified by the quality of the proposal.

3.3 Announcement of Contractor

The OIG will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

ATTACHMENT I: SCOPE OF SERVICES

The OIG is seeking a qualified firm/individual for website design services. The current website (www.nola.oig.org) was originally developed in 2009 and serves the baseline function of providing information about the office and links to reports. However, the OIG seeks to enhance its online presence and ability to convey information and data in a visually attractive and user-friendly manner to its target audience of engaged citizens. The total cost for these services shall not exceed \$14,500.

Several major aspects of the website design have been developed by OIG personnel and the selected contractor's primary task will be to translate these individual components into a newly designed website (pre-design specifications are outlined in Attachment I). It is critical that the newly designed website features a content management system with robust functionality and ease of use for OIG staff.

The selected individual/firm will have demonstrated experience in managing website projects and expertise with best practices regarding successful website design, development, and deployment. OIG personnel will work with the selected contractor throughout the process to ensure that the redesigned website is consistent with the office's vision and goals. The website design process shall proceed as follows:

Phase One: Planning and Design

1. Developer translates project requirements into technical specifications.
2. Developer submits mockups (static images) of the pages detailed in Attachment I.
3. OIG makes any requests for changes to the mockups.
4. Developer makes the requested changes to the mockups.
5. OIG approves edited versions of the mockups.

Phase Two: Site Development and Testing

1. Developer creates test version of the front end of the site based on the approved versions of the mockups; this test version will be implemented in a test environment.
2. Developer creates test version of a content management system that will allow OIG staff to add content to the test version of the front end of the site in a test environment.
3. OIG will test the functionality of the site by (a) navigating through and using search options in the site and (b) adding content for the site's launch using the content management system.
4. OIG will request any necessary changes to the front and back ends of the site.

Phase Three: Launch Phase

1. Developer makes requested changes to the front end of the site and the content management system.

2. OIG will populate the site with any additional necessary content.
3. OIG will make final approval of the site for launch.
4. Developer launches site.
5. The Developer provides OIG with technical support services within 90 days of the completion of the project at no charge. This includes answering questions and fixing legitimate bugs (not functionality change requests).

Project Timeline

The estimated time for project completion is approximately three (3) months after the contract is awarded. The project will be completed in accordance with the criteria outlined below:

I. Minimum Qualifications

There are no minimum qualifications required to submit proposals in response to this solicitation although the OIG will consider education, training, certifications, and licenses as part of the selection process.

II. Payment Schedule

Invoices for payment should be submitted upon successful delivery of the work products outlined above. The OIG will issue payments for work products as a ratio of the total project cost as follows:

<u>Phase</u>	<u>%of Total Cost</u>
Planning and Design	33%
Site Development and Testing	33%
Launch Phase	34%

Payments will not be issued until the OIG has signed off on the corresponding phase/work product(s).

III. Evaluation and Performance Measures

The selected consultant's performance will be monitored and evaluated based on the following performance criteria:

Timeliness and Responsiveness – The selected contractor will be expected to return all OIG phone calls and/or email communication within forty-eight (48) hours. Failure to meet any deadline must be explained in writing prior to the established deadline; said notice must include a plan of corrective action and an updated timeline. All delays are subject to OIG approval and unacceptable delay may be grounds for financial penalties and/or termination of the contract.

Any edits or improvements needed to meet OIG satisfaction must be completed within five

(5) working days of initial submission. Consultant's failure to meet mutually agreed upon task-specific deadlines may result in a five percent (5%) penalty discount per delay on the subsequent invoice.

Technical Competence and Expertise – The individuals assigned to this project must be consistent with the proposal as submitted and agreed to by OIG in advance.

The OIG retains the right to cancel this project at any time if it determines that the work being provided by the contractor is not of adequate quality.

MOCKUP LIST AND PRE-DESIGN SPECIFICATIONS

Mockup List

The selected contractor will be required to provide the OIG with mockups (static images) of the website pages listed below during the Planning and Design phase of the project. The OIG will review these mockups and request changes until they meet our satisfaction.

1. Homepage
2. Contact Info and Google Map (under "Contact Us")
3. Fraud reporting form (under "Report Fraud")
4. Staff directory page (under "About Us")
5. General page that will suffice as mockups for the following sections of the site, unless specifically mentioned above, since they are populated by static text that changes infrequently:
 - 5.1. Report Fraud
 - 5.2. About Us
 - 5.3. Annual Reports and Strategic Plans
 - 5.4. Construction Fraud Division
6. Upcoming Events
 - 6.1. Events Schedule
7. Publications
 - 7.1. Publications landing page (last 10 publications posted)
 - 7.2. Search by topic (include integration of filtering by publication type and keyword search; the search by city agency will have a similar function to this one, so no separate mock up is required)
 - 7.3. Search by date (include integration of filtering by publication type and keyword search)

- 7.4. Search results page
 - 7.5. "Report in Brief" HTML page
 - 7.6. "Article" HTML page
 - 7.7. "Infographics" HTML page
8. The Inside Story
 - 8.1. OIG video list page
 - 8.2. Standalone video page
9. Media
 - 9.1. News releases landing page (last 10 publications posted)
 - 9.2. News releases search results page
 - 9.3. HTML version of news release
10. Docs and Data
 - 10.1. Source material page
 - 10.2. Secondary sources

Key Functionalities

The project's key functionalities appear in this section. The full site map is can be viewed at this link: <http://bit.ly/1mohyQn>, which also appears in the "Other Important Details" section the end of this RFP document.

Browser/Platform Cross-Compatibility

End users have many choices when it comes to choosing a browser. The newly designed website must be responsive and display properly on a wide array of browsers/platforms, including mobile devices.

Content Management System

The website will need to have a content management system (CMS) with robust functionality. Portions of the site that feature static (non-database driven) content should be able to be edited using a WordPress-style text editor. The names of pages need to be easily changeable using the CMS— for example, if we changed the name of the "About Us" section of the site to "What We Do," the links affected by this change should automatically reflect this change. Pages and sub-pages should also be able to be added through the CMS. The scrollable banner we want on the homepage should be editable through the CMS as well. Again, WordPress is a good benchmark of CMS usability to keep in mind for this project - we don't want OIG staff to have to know HTML coding in order to update content on the site.

Upcoming Events

The back-end of the website will need a data structure that holds the details of all upcoming OIG events (event title, event day/time, location, and a link to more detailed info on the event, if such information is available online [this link will go out to an external domain]). This data structure will need to be populated by a form in the content management system.

The site will draw upon this data structure to display information on the two upcoming events closest to the current date on the homepage in an “Upcoming Events” table or list. All upcoming events will be displayed on a standalone “Upcoming Events” page that is entirely dedicated to showing info for upcoming events.

Online Fraud Reporting Form

Site users must be given the option to report fraud in City government by filling out an online fraud reporting form. This functionality currently exists on the OIG website, so we just need to make sure that it is ported over to the new site.

OIG in the News

The back-end of the website will need a data structure that holds the details of online news articles that feature OIG (article name, the source of the article [for example, nola.com, theneworleansadvocate.com], a link to the article, and the date it was published).

The site will draw upon this data structure to render information on the three most recently published news articles that feature OIG; these articles will appear in an “OIG in the News” table or list on the OIG homepage.

There also needs to be a standalone “OIG in the News” page that displays the details of the ten most recently published articles that feature OIG. Ideally, each article in the list would contain a thumbnail image directly from the article (ideally automatically pulled from the article; less ideally supplied by OIG staff as a link).

This page needs to be set up like a web search results page, where users are given the ability to navigate to less recent articles in groups of 10, using a system of arrows and numbers that appear underneath the 10 most recently published article details.

Figure 1: Example of arrow/number search result navigation:



Users also need to be able to search all article links by date (user specifies a date range) and keyword (user enters search term in text box).

This data structure that underlies “OIG in the News” will need to be populated by a form in the content management system.

The Inside Story

This section of the website will feature videos posted on the OIG YouTube channel. When a user clicks on “The Inside Story” link on the homepage, they will be taken to a list of links to

OIG-produced videos, with thumbnail images and brief descriptions of each video's content. When a user clicks on a link, they will be taken to a standalone page that features the selected video embedded in an OIG webpage. The data that populate these pages can either be pulled from some sort of YouTube API or by a form in the site's content management system.

Media – News Releases

The back-end of the website will need a data structure that holds the details of OIG press releases (the date the press release was issued, the title of the press release, and a link to the press release).

The site will draw upon this data structure to render details on the ten most recent OIG press releases as a list on a standalone webpage. This page needs to be set up like a web search results page, where users are given the ability to navigate to less recent press releases using a system of arrows and numbers that appear underneath the 10 most recently issued press release details. Ideally, users would be able to search all article links by date (user specifies a date range) and keyword (user enters search term in text box).

Ideally, each press release on the list would have two links – one to an HTML version of the press release, the other to a pdf version of the press release. The HTML version of the press release would contain a link to the pdf version of the press release. A less desired implementation would only have a pdf version of the press release and no HTML version.

No HTML versions of press releases will need to be rendered for press releases that pre-date the launch of the redesigned OIG website; these older press releases will simply be entries in the news release data structure with links to their corresponding PDFs.

The news release data structure will need to be populated by a form in the content management system.

Documents and Data

The Documents and Data area of the OIG website will have two main sections, "Source Material" and "Secondary Sources."

Source Material

This is a list of selected links to source materials that were used during the process of writing OIG reports. Each item in the list needs to contain a title, short description, a data source, file type, and a link to open/download the actual document. This list would ideally be drawn from a data structure that is populated using a form in the content management system. This data structure would also have a field that allows OIG staff to associate a given entry with the OIG publication that it is linked to. Site users need to be able to search this list by topic and keyword. Please review the site map for more information on this section of the site.

Secondary Sources

This is a list of selected links to publications that were referenced during the process of writing OIG reports. Each item in the list needs to contain basic bibliographic information about the article/publication (including author, title, data source/journal, etc, date of publication; the title of the OIG publication it was used in, and a link to open/download the actual document). This list would ideally be drawn from a data structure that is populated using a form in the content management system. This data structure would also have a field that allows OIG staff to associate a given entry with the OIG publication that it is linked to. Site users need to be able to search this list by topic and keyword. Please review the site map for more information on this section of the site.

Publications

The back-end of the website will need a data structure that holds the details of two different types of publications; reports and public letters.

The site will draw upon this data structure to render details on the ten most recently released OIG reports and public letters as a list on a standalone webpage. This page needs to be set up like a web search results page, where users are given the ability to navigate to less recent reports/public letters using a system of arrows and numbers that appear underneath the list of the ten most recently issued reports and public letters.

Each public letter on the list will link to a pdf version of that public letter, which will open in a new tab/window.

Each report on the list will link to an HTML version of the "OIG In Brief" version of the report ([example](#)) and a link to the full PDF version of the report. The HTML version of the "OIG in Brief" version of the report needs to contain links to a PDF version of the "OIG in Brief" for that report, as well as a link to the PDF of the full report.

In addition to links to PDF versions of the full and in-brief reports, the OIG in Brief HTML page needs to have the capacity to include links to ancillary OIG products created in conjunction with that report. There are four such types of ancillary products: Articles (summaries of OIG report conclusions written for the public in a journalistic format), Infographics (visual aids created as a part of writing a report), web chat transcripts ([example](#)), and "The Inside Story" videos.

Clicking on the links to the "Articles" or "Infographics" will lead users to HTML versions of those products, with the option to download the PDF version. Clicking on a link to a web chat transcript will take users to an HTML page with the webchat transcript embedded in it; there will be no corresponding PDF file of the web chat transcript. Ideally, these HTML pages would also contain links to the full and in-brief versions of the report to which they are related and links to any other ancillary materials produced as a part of that report. Clicking on an "Inside Story" link would take the user to the HTML page in the "Inside Story" section of the site that contains that video.

No HTML versions of "OIG In Brief" reports will need to be rendered for reports that pre-date the launch of the redesigned OIG website; these reports will simply be entries in the Publications data structure with links to their corresponding PDFs.

The Publications area of the site will need to be searchable by the following dimensions:

1. Topic (this will be a list of OIG-defined topics similar to what is on the US Government Accountability Office's [browse by topic page](#))
2. City Agency (an OIG-defined list of city agencies, set up like the search by topic page)
3. Date (past six months/past year, past three years, just like [GAO date search](#))
4. Keyword (user enters search term in text box)

Additionally, the Publications search results need to be filterable by publication type (report or public letter).

Finally, each OIG in Brief, Article, Infographic, webchat transcript, and (Inside Story) video HTML page needs to be tag-able; when a site user clicks on a given tag it needs to take them to a page of publication search results (report and public letter only) that have the same tag. These tags will coincide with the list of topics mentioned in item #1 of the numbered list above.

The data structures underlying the Publications section of the website will need to be populated by forms in the content management system. The CMS should also allow OIG staff to add pictures (as a link or upload) to a given entry in this data structure so that the picture is rendered along with the corresponding HTML page.

Twitter Feeds

We would like to include a Twitter widget with [OIG's Twitter feed](#) in the side bar of all the pages that fall underneath the "OIG in the News" and "Media" sections of the site (click link at the end of the document to view the site map).

Other Important Details

We have already drafted a detailed site map. It is too large to comfortably present on an 8.5" by 11" page, but it can be viewed here as an image file: <http://bit.ly/1mohyQn>

We have already generated a mockup of what we want the homepage to look like. It can be viewed here (renders as intended in Firefox v31.0, IE v11, and any recent version of Google Chrome): <http://bit.ly/1isBpohm>

We have already generated a mockup of what we want the HTML versions of the "OIG in Brief", Articles, and "Infographics" pages to look like. They can be viewed here (renders as intended in Firefox v31.0 and any recent version of Google Chrome): <http://bit.ly/VHQOTj>. This was inspired largely by the [HTML version of the "GAO Highlights" document](#).

The search functionality that we desire for the publications on our site was inspired largely by the US Government Accountability Office's "Reports and Testimonies" [section of their website](#).

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS/ OFFICE OF INSPECTOR GENERAL
AND
SPEARS CONSULTING GROUP, LLC
WEBSITE DESIGN SERVICES/ BOM GRANT

Attachment B of Proposal by Spears Consulting Group
Key Personnel

Attachment B

OIG Account Team



Cleveland Spears, III
President/CEO



Malana Joseph
Director of Public
Relations and Community
Relations



Eli Prytikin
Creative Director



Ronald Evangelista
Administration and
Special Projects
Manager



Cleveland Spears, III – President/CEO

A native of New Orleans, Cleveland holds a bachelor's degree in marketing from the University of New Orleans, and has nine years of professional experience in marketing, advertising and public relations across a number of industries. Cleveland would serve as the lead strategist and work closely with Office of Inspector General (OIG) on creative direction. He would also work closely with the creative director and account director on the vision of the OIG website and stay fully engaged to ensure that the website strategy is being executed at a very high level and that the OIG is receiving the highest level of client services.

After Hurricane Katrina, Cleveland's love for the city of New Orleans compelled him to leave corporate America and join an organization that would allow him the latitude to engage in the rebuilding of New Orleans. After leaving one of the largest telecommunications companies in the country, Cleveland joined a locally owned and operated advertising agency executing communications and outreach for a number of post-Katrina rebuilding initiatives, including the Louisiana Road Home Program. During that time, he served as vice president of Business Development, where his duties included identifying new business opportunities and expanding the firm's existing clientele, supervising daily operations, human resources, client services, strategic planning, and project management.

In July 2008, Cleveland founded Spears Consulting Group located in New Orleans, La. To date Cleveland has managed and represented numerous corporate, nonprofit and public sector clients including the New Orleans Tourism Marketing Corporation, the Louis Armstrong New Orleans International Airport (MSY), the New Orleans Regional Transit Authority and Entergy New Orleans to name a few.

Cleveland remains active in the community through volunteer efforts and board appointments with organizations including the Young Leadership Council, the New Orleans Jazz Institute, Big Brothers Big Sisters of Southeast Louisiana, the Metropolitan Crime Coalition, the Urban League of Greater New Orleans Young Professionals, 504ward, Committee for a Better New Orleans (Board Member), New Orleans Workforce Investment Board (Board Member), the Greater New Orleans Sports Foundation (Board Member), Super Bowl 2013 Communications Committee, and TKOP (Board Chair). Cleveland is also a graduate of the 2010 Brian Bell Leadership Forum, the 2011 Goldman Sachs' 10,000 Small Business Program and is the recipient of the Urban League's 2010 Rising Star Award.



Malana M. Joseph – Account Director

Malana M. Joseph, a native of Edgard, Louisiana, is the Director of Public Relations and Community Engagement for Spears Consulting Group. She will serve as the account director and work closely with the OIG staff on the full development and deployment of the new OIG website.

Malana brings nearly 10 years of public relations, media, journalism, communications and event planning experience to the company. Prior to joining Spears Consulting Group, Malana served as the Communications Specialist for Georges Enterprises, LLC, one of the largest private employers in the state of Louisiana. For the past four years, she has led statewide communications for Lemonade Day Louisiana, a nationally recognized entrepreneurship program, which has attracted more than 65,000 youth since 2010.

Beginning her career in 2005 as a Mayoral Fellow in New Orleans City Government, she was instrumental in helping the administration get the city up and running following Hurricane Katrina. Joseph spent several months in the city's Emergency Operations Center coordinating national and international press following the storm.

During her five-year tenure at City Hall, Malana served as publicist, Community Affairs Coordinator, and Director of Boards and Commissions. Malana also led the production of the Mayor's "One New Orleans Conversations", a series of twenty-seven community meetings across New Orleans. She was also responsible for securing venues in the community and coordinating with other city and elected officials.

She graduated Magna Cum Laude from Dillard University in 2005 with a Bachelor of Arts Degree in Mass Communication with a minor in Speech Communication. Malana is currently pursuing a Master of Arts Degree in Mass Communication and Journalism with a concentration in Public Relations at Kent State University. She is a member of the New Orleans Convention and Visitors Bureau's PR Council, the Public Relations Society of America (PRSA), the National Association of Black Journalists, Delta Sigma Theta Sorority, Inc. and the all-female Krewe of Muses. Malana is also listed in the 2012 and 2013 Edition of Stanford's Who's Who for outstanding work in communications.



Eli Pritykin – Creative Director

Eli serves as the Creative Director and lead designer for all imaging, branding and creative direction. He also serves as the lead technology resource, developing creative ways to introduce technology into all communications efforts. Eli will serve as the lead creative and web strategist for the OIG account.

After studying Computer Science at Yeshiva University in NYC, Eli spent five years working for the American Stock Exchange as a System Administrator and Analyst. In 2003, Eli started a freelance Graphic Design and Web Development firm, helping dozens of corporate, small business and community organizations with multi-level marketing solutions.

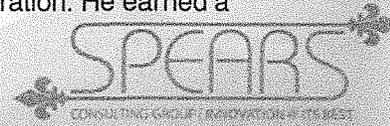
His broad, yet specialized skill set includes proficiency in Adobe Photoshop, Illustrator, and InDesign on the graphic arts front, complemented by extensive knowledge and experience in current web development technologies and trends, as well as professional photography.

Ronald Evangelista – Special Projects and Administration Manager

As the Administration and Special Projects Manager, Ronald is responsible for analyzing the firm's administrative protocols, implementing standard operating procedures and monitoring all accounts to ensure that they are completed on time and in budget. This will be Ronald's primary responsibility on the OIG Account. He is also the Project Manager for the Social Renaissance - Spears Consulting Group's signature event series that is tailored to young professionals in the New Orleans area.

Ronald has sat on the board of directors for the Ad Club of New Orleans since 2010 and currently serves as the Director of Membership. He is also a member of the American Advertising Federation.

Previously, Evangelista was the Account Supervisor at CPR+Partners, where he managed clients such as Ochsner Health Systems, Louisiana Pizza Kitchen and Gulf Coast Aviation. Prior to that, he spent seven years at Keating Magee Marketing Communication where he worked on accounts that include Regional Planning Commission, East Jefferson General Hospital and Louisiana Worker's Compensation Corporation. He earned a bachelor's degree in Communications from Loyola University of New Orleans in 2004.



K15-1184

AMENDMENT NO. 1 PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS/OFFICE OF INSPECTOR GENERAL
AND
SPEARS CONSULTING GROUP, LLC
RE: WEBSITE DESIGN SERVICES/ BCM GRANT

THIS AMENDMENT is made and entered into this 7th day of Dec., 2015, with an effective date of October 6, 2015 ("Effective Date"), by and between the City of New Orleans/Office of Inspector General, herein represented by Mitchell J. Landrieu, Mayor ("City") and Spears Consulting Group, LLC, herein represented by Cleveland Spears, III, President and CEO (the "Consultant").

WHEREAS, the City and Consultant entered into that certain professional services agreement on October 6, 2014 pursuant to which Consultant agreed to render certain professional services for the City including, but not limited to; website design services (the "Agreement");

WHEREAS, the City and Consultant, each having authority to do so, now desire to amend the Agreement for the first time to extend the term of the Agreement, as contemplated by Section V(B) of the Agreement.

NOW THEREFORE, the City and Consultant, for the consideration and under the conditions set forth, hereby agree as follows:

1. **Extension.** The Agreement is extended for one year, to October 6, 2016.
2. **Maximum Compensation.** The maximum aggregate compensation payable remains unchanged.
3. **Convicted Felon Statement.** Consultant swears that it complies with City Code § 2-8(c). No Consultant principal, member, or officer has, within the preceding five (5) years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.
4. **Non-Solicitation Statement.** Consultant swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. Consultant has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

5. **Audit and Oversight.** Consultant agrees to be bound by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the Consultant to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Agreement, as amended. In signing this Amendment, the Consultant agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

6. **Non-Waiver.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Consultant, through their duly authorized representatives, execute this Amendment.

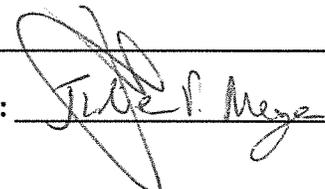
CITY OF NEW ORLEANS



BY: _____
MITCHELL J. LANDRIEU, MAYOR 12/22/15

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name:  _____
Julie P. Meze

SPEARS CONSULTING GROUP, LLC

BY:  _____
CLEVELAND SPEARS, III, President/CEO

