

**AGREEMENT FOR
STRUCTURED ORAL PROCESS FOR POLICE OFFICER**

THIS AGREEMENT, made this 11th day of July 2017, is by and between the City of Fort Lauderdale, a Florida municipal corporation, (“City”), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and **Morris & McDaniel, Inc.**, a Mississippi corporation authorized to transact business in the State of Florida, (Contractor” or “Company”), whose address is 117 South Saint Asaph Street, Alexandria, Virginia 22314, Phone: 703-836-3600, Email: contact@morrisandmcdaniel.com.

WITNESSETH:

For and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the Contractor shall provide to the City Compliance Training services (the “Work”), and the City and the Contractor further covenant and agree as follows:

I. DOCUMENTS

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement:

- A. This Contract Form P-0001.
- B. The City’s General Conditions (“Exhibit A”).
- C. The Contractor’s Proposal, (“Exhibit B”).

All Contract Documents may also be collectively referred to as the “Documents.” In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee).
- B. Second, this Agreement Form P-0001 dated July 11, 2017, and any attachments.
- C. Third, Exhibit B.

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that Exhibit B contains a description of Contractor’s obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on **July 11, 2017** and shall end on **July 10, 2020**. **The City reserves the right to extend the contract for two additional one-year terms**, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided herein, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned hired and non-owned automobile equipment.

| | |
|-----------------------|---|
| Limits: Bodily injury | \$250,000 each person, \$500,000 each occurrence |
| Property damage | \$100,000 each occurrence |

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor’s health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to

time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*,

that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance with Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

To the maximum extent permitted by applicable law, Contractor and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Contractors' and its suppliers' and licensors' liability exceed the amounts paid by client under this agreement regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise)).

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,

strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

ATTEST:

FOR *[Signature]*
Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE

By: *[Signature]* FOR
Lee R. Feldman, City Manager

Approved as to form:

[Signature]
Senior Assistant City Attorney

ATTEST:

[Signature]
Joseph F. Nassar, Vice President

MORRIS & McDANIEL, INC.

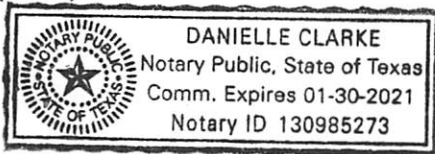
By: *[Signature]*
David M. Morris, President

(CORPORATE SEAL)

STATE OF TEXAS :
COUNTY OF TRAVIS :

The foregoing instrument was acknowledged before me this 19th day of JULY, 2017, by **David M. Morris as president of Morris & McDaniel, Inc., a Mississippi corporation authorized to transact business in the State of Florida.**

(SEAL)



[Signature]
Notary Public, State of TEXAS
(Signature of Notary Public)

Danielle Clarke
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification X
Type of Identification Produced DRIVER LICENSE - VIRGINIA

EXHIBIT A

CITY OF FORT LAUDERDALE GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

EXHIBIT A

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

REQUEST FOR QUALIFICATIONS (RFQ) when the City is requesting qualifications from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

EXHIBIT A

- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any

EXHIBIT A

information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.

EXHIBIT A

- All other remedies in law or equity.

- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

EXHIBIT A

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 **LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.
- 5.22 **PUBLIC RECORDS**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records

EXHIBIT A

upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.



***Structured Oral Process for Police Officer
City of Fort Lauderdale***

Submitted to:

**Michael Gregory, Assistant Chief
Support Services Bureau
Fort Lauderdale Police Department
1300 W. Broward Blvd.
Fort Lauderdale, FL 33312
Phone: (954) 828-5587
Email: mgregory@fortlauderdale.gov**

March 18, 2016



Morris & McDaniel, Inc.
Management Consultants

David M. Morris, Ph.D., J.D., President

117 South Saint Asaph Street, Alexandria, VA 22314 • Telephone: (703) 836-3600
contact@morrisandmcdaniel.com • www.morrisandmcdaniel.com

Washington, D.C.

Atlanta, GA

New Orleans, LA

Jackson, MS



Morris & McDaniel
Management Consultants

117 South Saint Asaph Street
Alexandria, VA 22314
Telephone: 703-836-3600
Fax: 703-836-4280
www.morrisandmcdaniel.com

May 18, 2017

Michael Gregory, Assistant Chief
Support Services Bureau
Fort Lauderdale Police Department
1300 W. Broward Blvd.
Fort Lauderdale, FL 33312
Phone: (954) 828-5587
Email: mgregory@fortlauderdale.gov

Dear Chief Gregory:

Morris & McDaniel is pleased to submit our proposal to develop an entry-level law enforcement structured oral process (SOP) that incorporates best practices currently used in the field of testing for the City of Fort Lauderdale. The information provided in this proposal describes our experience and background related to the development and administration of assessments that identify individuals who are best qualified for selection. We understand the City's needs to have a structured oral process (SOP) as part of the entry-level selection process for the Fort Lauderdale Police Department. The Morris & McDaniel Structured Oral Process (SOP) is a unique proprietary personnel selection tool developed by Morris & McDaniel through years of modification and improvement that has resulted in a process having a high probability of consistently discovering from among a field of candidates for entry-level police officers those candidates possessing the characteristics necessary to become effective, dependable law enforcement officers. In addition, our SOP procedure is tailored to dovetail with our entry level test which we have provided for the City.

We know our firm has the depth of professional experience in protective service work required for this project. Our record of superior performance extends over forty (40) years. The Morris & McDaniel entry level police test is one of three (3) approved to be used by FDLE and recently, our test was reported to be a **better test** by the **U.S. Department of Justice** than one of the other two. Morris & McDaniel is the only firm providing promotional testing for the City of New York Police and Fire (NYPD and FDNY). We have successfully served Georgia Association of Chiefs of Police for over twenty (20) years. Our law enforcement clients include Jefferson Parish Sheriff's Office, Durham Police Department, Norfolk Police Department, Newport News Police Department, Jackson Police Department, Decatur Police Department, DeKalb County Sheriff's Office, and Colorado Springs.

Joe Nassar, Co-Owner and Vice President, or I, as Co-Owner and President, have the designated authority to enter into contract discussions and negotiations and sign a contract on behalf of Morris & McDaniel. Either principal can be contacted during the period of evaluation and act promptly on contract administration if awarded the project.

Within the content of our proposal, we claim as **exempt from under Florida Statutes 119.07** disclosure of all information relating to our methodology and prior work history as being in the nature of trade secrets, privileged information and/or confidential commercial and financial information. **Elements of the Proposal to Remain Confidential:** Proposed Scope of Work (Project Plan) page 18 through page 23 and References page 40 through page 44.

Michael Gregory, Assistant Chief
Support Services Bureau
Fort Lauderdale Police Department
May 18, 2017
Page 2

We have paid particular attention to the expressed needs of the City of Fort Lauderdale, and we believe this proposal is responsive to the information you require and will demonstrate why Morris & McDaniel will best serve the needs of the City of Fort Lauderdale specifically as follows:

Test Validation and Assessment Expertise

Morris & McDaniel, Inc., is a national leader in conducting test validation and assessment projects and we have been recognized by the Society of Industrial and Organizational Psychology as being "an authoritative source" in the area of building EEO defensibility into test and personnel systems (APA; Division 14 Publication on Conducting and Evaluating Continuing Education Workshops, 1985). Our firm was awarded the contract to oversee the San Francisco Fire Captain Promotional Process. We were asked by Houston Fire Department to assist them in resolving expensive litigation. Our firm was the firm selected without bid to provide entry-level screening and selection procedures for state and local governments that have had problems in creating fair and legally defensible selection systems for their entry-level protective service jobs including Kansas City, Philadelphia, Birmingham and the Mississippi Highway Patrol. In terms of serving protective service organizations, we know of no other firm that can match our record. In over a quarter century of our providing protective service selection assessment work, our firm has been successful at enfranchising minorities and females into protective service positions, using merit based procedures. Our proposal is based on the program that federal judges have accepted as valid and nondiscriminatory as determined by the Federal Court (Morrow v. Ingram, Civil Action No. 4716(G), 2004 U.S. Dist., S.D. Ms. Sept. 17, 2004) and that when we are allowed to implement consistently results in a candidate pool of exceptional quality and diversity.

The Team of Professionals

The principals, associates, and staff who will serve you have extensive experience and expertise in conducting this type of project. Our project team will meet your needs and is unmatched both in extensive professional experience and professional training.

In the final analysis, the credentials, experience and reputation that we describe and offer in this proposal uniquely qualify Morris & McDaniel for your project. We believe, however, that excellence in service is based on more than just the talents of the individuals and the resources of their firm; it is dependent on the interest and enthusiasm which they commit to serve the needs of the client. We are prepared to provide this interest in full measure.

Sincerely,

David M. Morris, Ph.D., J.D.
President

DMM/jt
Enclosures

TABLE OF CONTENTS

| | |
|---|-----------|
| Executive Summary | 4 |
| Experience and Qualifications | 7 |
| Capabilities and Experience of Morris & McDaniel, Inc. | 8 |
| Written Exams | 10 |
| Employee Selection, Promotion, and Placement | 10 |
| Job Analysis | 11 |
| Legal and Regulatory Issues | 11 |
| Employee Discrimination Law | 11 |
| Insurance | 12 |
| Project Coordinator and Staffing Plan | 12 |
| Financial Stability | 13 |
| Additional Information | 13 |
| Approach to Scope of Work..... | 14 |
| Project Plan and Solution – Need for Study | 14 |
| Background and Issues..... | 14 |
| Study Objectives | 17 |
| Proposed Scope of Work (Project Plan) | 18 |
| Project Outline of Components..... | 18 |
| Structured Oral Process (SOP)..... | 18 |
| 1. Project Planning/Discussions..... | 19 |
| 2. Review Job Task Analysis/ Conduct Transportability Study..... | 19 |
| 3. Record Candidates in Structured Oral Process (SOP)..... | 20 |
| 4. Train Raters for Structured Oral Process (SOP) | 20 |
| 5. Raters Evaluate Structured Oral Process (SOP)..... | 21 |
| 6. Scores for Test Components Combined to Produce a Single Rank Ordered List..... | 21 |
| 7. Validation Data Maintained | 22 |
| 8. Final List Submitted to the City | 22 |
| Team of Professionals..... | 22 |
| Project Management & Staffing Plan | 22 |
| Security of Materials..... | 23 |
| Presentation and Validity Evidence for Judicial Review..... | 23 |
| Provisions for Expert Testimony..... | 23 |
| Computer Capability | 23 |
| Project Control Mechanisms and Quality Control Mechanisms..... | 24 |
| Organizational Table..... | 26 |
| Organizational Chart..... | 27 |
| Brief Biographies | 28 |
| References..... | 40 |
| Project Cost | 45 |

EXECUTIVE SUMMARY

In 2016, Morris & McDaniel received a Request for Proposal for the ideal profile for a 21st Century Law Enforcement Police Officer to include developing an entry level multiple-choice police test that would be responsive to the need for Fort Lauderdale to select new 21st century law enforcement officers. Once our proposal for developing the model 21st Century Law Enforcement Police Officer Selection program was approved and we were awarded the project, it was learned that the City decision makers also wanted an oral component to be a part of the new selection process. We developed the proposed Structured Oral Process (SOP) so that it would be a fully integrated component of the new test process. Our Structured Oral Process is uniquely tailored to dovetail with the multiple-choice test which we prepared for the City. The Structured Oral Process (SOP) that we have designed for Fort Lauderdale is unique in that it works in tandem with the multiple-choice entry level test and procedure that we have already developed for Fort Lauderdale.

We propose to provide a turn-key Structured Oral Process (SOP) that is uniquely designed with training components to integrate all elements with your model 21st Century Police Officer Selection program.

Structured Oral Process

The key elements of the Structured Oral Process are:

- **Multiple versions of the scenarios will be provided to maintain test security.**
- **Training for the administrators so they can make sure that each candidate has the program delivered to them in a fair and effective manner.**
- **Our firm will score the candidates performance in the SOP using only experienced professionals who have been trained in behavioral based assessment procedures.**
- **Internet based so that the SOP can be administered by computer.**

The Morris & McDaniel Structured Oral Process (SOP) is a unique proprietary personnel selection tool developed by Morris & McDaniel through years of modification and improvement that has resulted in a process having a high probability of consistently discovering from among a field of candidates for entry-level police officers those candidates possessing the characteristics necessary to become effective, dependable law enforcement officers.

The SOP as designed and implemented by Morris & McDaniel requires candidates to respond orally and without significant reflection time to simulated life scenarios carefully chosen to assess the candidate's capacity to deal effectively with difficult and stressful situations; thereby

giving significant insight into whether the candidate can be expected to effectively meet and deal with the difficult issues that are part and parcel of a law enforcement officer's daily routine.

Morris & McDaniel, in addition to perfecting the unique design of the exercises, has developed and refined state-of-the-art procedures to recruit and train raters in the intricacies of properly viewing the candidates and rating them while being guided by unique and proven guidelines that ensure both that a candidate's score provides a meaningful evaluation of that candidate's true capabilities and that there is a strong measure of fairness in the process to all candidates due to the significant objectivity that the company's scoring protocols introduce to the process.

We will have multiple parallel versions of the scenarios. These will be updated from time to time and monitored to make sure the program maintains its effectiveness.

The Vetting Interview

The SOP is designed to be fully integrated with the other components of the new Fort Lauderdale 21st Century Police Officer Selection Program. The candidate's results from the other testing components will be combined with the scores for the candidate from the SOP and this integrated rank ordered list will be presented to the department so that senior officers in the department will conduct a behavioral based vetting interview of the candidate.

Senior police officers of the highest level will be trained to conduct behavioral based review and evaluations of the candidates based on:

1. The candidate's video recorded response to questions generated from the earlier testing program.
2. The candidate's background information.

The decision the Vetting Interview Panel makes will be consensus driven and dichotomous. The panel, based on their review of each candidate's video recorded responses, will decide up or down as to whether the candidate will be given a conditional offer.

This behavioral based training for the Vetting Interview Panel is a component of the total SOP program.

Costs

Morris & McDaniel is proposing to Fort Lauderdale the use of this proprietary process for unlimited number of candidates at a set price for a year. The flat costs of the SOP is One Hundred Thousand Dollars (\$100,000.00). This flat fee will cover:

- Providing the computer-based SOP testing component
- Training of the administrators for the SOP

- Recruitment and training of the SOP Raters
- Training for the administrators who will be conducting and recording the Vetting Interview
- Combining the scores for all testing components into a single list
- Training for the senior police executives in conducting the behavioral based Vetting Interview
- Monitoring all components to make sure they are performing correctly and
- Keeping all statistical data

The fixed price of One Hundred Thousand Dollars (\$100,000.00) covers unlimited testing for one year. Fort Lauderdale Police will be responsible for the costs for the venue for the different testing components, the computers and the recording equipment (except for the first time, in which case Morris & McDaniel will provide equipment and assistance as needed for training purposes), and the administrators conducting the test components.

The fixed price of One Hundred Thousand Dollars (\$100,000.00) is subject to a 3% cost of living increase as to each year that the option is exercised.

EXPERIENCE AND QUALIFICATIONS

Our first project as a corporate entity was an empirical content validation of entry-level tests used by a protective service organization. Based on our study, the lawyers for the plaintiffs elected not to challenge the testing process. Since that time, we have conducted a wide variety of human resource projects for public and private sector organizations including protective services and public safety, with extensive experience in promotional testing in the fields of law enforcement, fire/EMS, and corrections. Specifically, Morris & McDaniel, Inc. has provided consulting services to numerous law enforcement organizations (including AMTRAK, Boston Police Department, Chesapeake Police Department, State of Florida Department of Law Enforcement, Georgia Association of Chiefs of Police, Iraqi Police Service, Maryland State Police, Massachusetts State Police, Mississippi Highway Patrol, Norfolk Police Department, Palm Beach City Sheriff's Office, San Antonio Police Department, U.S. Park Police, Jefferson Parish Sheriff's Office, University of Texas at Houston Police Department, U. S. Capitol Police, U. S. Secret Service); fire departments (including Kansas City Fire Department, Memphis Fire Department, Norfolk VA Fire Department, Chesapeake Fire Department, Orange County Fire Rescue, Brevard County Fire Rescue Department, Palm Beach County Fire Rescue); airports (including Jackson International Airport Authority, Metropolitan Washington Airport Authority); hospitals (including Columbus Regional Hospital, Mississippi State Hospital, St. Francis Hospital); three legal departments (including the City of Philadelphia Legal Dept.); Civil Service Offices (including MS State Personnel Board, Massachusetts Department of Personnel Administration, Wyoming State Department of Personnel); educational institutions (including MS Dept. of Education, Palm Beach Community College, Santa Fe Community College); and private corporations (including Cargill Corporation, Canal Barge, Inc., Placid Refining Company, Saks, Inc., Wayne Farms, Inc.).

There are few firms that can match our depth of experience in developing valid, legally defensible, and fair tests for protective service and public safety organizations. We have developed combinations of written tests, performance-based assessment centers, structured interviews, and training and experience ratings for numerous law enforcement, corrections, and fire departments in several states. We have conducted job analyses/transportability studies and have written law enforcement and fire promotion written knowledge tests for a variety of ranks. All these test items (over 3,500) were written by our staff from materials which were identified in the job analysis as being relevant. Such materials included local general orders, special orders, rules and procedures, relevant sections (e.g., search and seizure) of State and Federal laws, and relevant external textbooks.

We have developed tailor-made oral boards and assessment centers to meet the specific needs of numerous protective service and public safety organizations. The exercises for these assessment centers were developed entirely by our staff, based on information derived from our job analysis/transportability study efforts. We also conducted each of these assessment centers, including training of candidates, training of assessors, designing and managing the actual assessment process (candidates performing the exercises), managing the assessment council activities (assessors arriving at final scores), and providing written feedback to candidates.

In these law enforcement and fire assessment systems, we have assessed from 10 to 1,000 candidates at one time. In the case of the larger numbers, we have made extensive use of video-based assessment (use of video and audio equipment) for both presentation of practical exercise materials and recording of candidates' performance. We also have made use of innovative techniques such as multiple-choice in-basket and multiple-choice questions coupled with video vignettes. We believe in the use of video-based assessment which ensures a fair and valid process over live assessment procedures.

We feel that our firm is unsurpassed in the development of valid, legally defensible, and fair promotional systems. Many of our promotional systems have been conducted in highly litigious situations. Most of our tests and assessments have been viewed by lawyers, as well as test candidates, as being so fair that there were no legal challenges.

Dr. Morris, Principal Project Leader, has been an expert witness in Federal Court on numerous occasions. With a few exceptions, these were Title VII cases. Dr. Morris, a Psychologist with licensing in Industrial/Organizational Psychology and an attorney, has been recognized by the profession of Industrial/Organizational Psychology as "an authoritative source in designing personnel systems which emphasize legal fairness and legal defensibility." Dr. Morris is also a diplomat of the American Board of Psychological Specialties.

Capabilities and Experience of Morris & McDaniel

Morris & McDaniel, Inc. is considered by many to be the leading firm in the nation for solving diversity issues for large protective services (law enforcement, corrections, and fire/EMS) in their selection and promotional procedures.

We have been asked to help two other large metropolitan fire departments with their promotional procedures with appropriate diversity as a goal. The Kansas City Fire Department was dealing with diversity issues and facing EEO scrutiny when they invited a proposal from our firm. That was in 2001, and

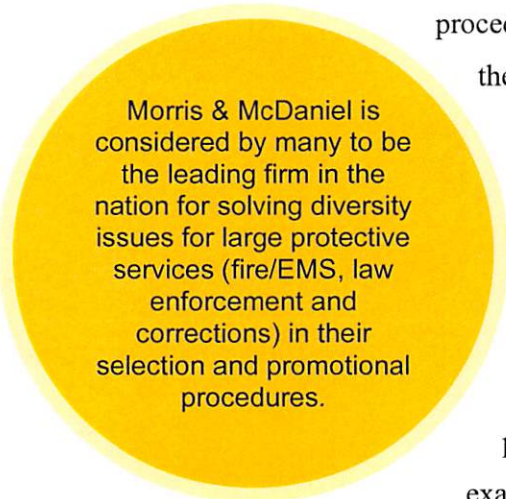
In the last decade, we have not failed to achieve diversity for cities that have followed our suggested and implemented Fire and Police procedures.

today, our firm has handled every selection and promotional procedure for the ranks of Deputy Chief, Battalion Chief, and Fire Captain with no adverse impact. We remain under contract and, in spring of 2015, our firm conducted the eighth entry-level selection process for the Kansas City Fire Department. In 2012 our firm developed and administered a selection process for the position of entry-level firefighter for the City of Rochester and the Rochester Fire Department. As indicated in the article “Recruiting a Diverse Firefighting Force” we were successful in achieving “the most diverse candidate pool in the history of the Rochester Fire Department.”

Since 2002, the City of Memphis, Tennessee, Testing and Recruitment Division, has used our firm for all Fire promotional testing (Fire Suppression ranks of Battalion Chief, Division Chief, Lieutenant, Fire Driver and Air Rescue Chief; Fire Prevention Ranks of Fire Inspector, Fire Inspection Supervisor, Fire Investigations and Assistant Fire Marshal; Fire Communications Ranks of Senior Fire Alarm Operator and Watch Commander; and EMS Ranks of Battalion Chief, Division Chief, Lieutenant and Entry-Level). After we tested 1,000 candidates for over three promotional ranks, Director Chester Anderson, the former Chief of the Fire Service, said that it was the first time in 30 years that there was no litigation and that we had achieved excellent diversity in the final lists. Morris & McDaniel, Inc. has continued to demonstrate excellence to our clients in the successful development and administration of entry-level and promotional public safety projects.

Morris & McDaniel, Inc. was the “go to” firm for both the Philadelphia Police Department and the Mississippi Highway Patrol, two jurisdictions that have had diversity issues and long protracted litigation. Our assistance in both cases was by invitation, not by bid. Our reputation as the firm that “solves the problem,” not the firm that “will try to address it,” was earned by assisting many jurisdictions after several frustrating attempts on the clients’ part with other vendors. Morris & McDaniel, Inc. is one of only three testing firms allowed to conduct testing for Entry-Level Law Enforcement Officer and Correctional Officer for the Florida Department of Law Enforcement (i.e., for law enforcement and correction jurisdictions throughout the State of Florida.)

Our work with the Mississippi Highway Patrol involving their entry-level selection procedures resulted in exceeding the parity goals established by the litigants during the five separate administrations (2005, 2006, 2007, 2011, and 2014).



Morris & McDaniel is considered by many to be the leading firm in the nation for solving diversity issues for large protective services (fire/EMS, law enforcement and corrections) in their selection and promotional procedures.

Written Exams

Morris & McDaniel has conducted thousands of written exams for Public Safety ranks similar to the needs of the City of Fort Lauderdale. Examples of projects involving the design and administration of written exams are Houston Fire Department, Austin Fire Department, Norfolk Police and Fire Departments, Kansas City Fire Department, Memphis Fire Department, Brevard County Fire Department, and Orange County Fire Rescue — to name only a few.

The development of a written job knowledge test of cognitive ability is guided by the principles of psychometrics. Specifically, we follow the principles of the AERA, APA, NCME Standards for Educational and Psychological Testing and the Principles for the Validation and Use of Personnel Selection Procedures of the Society of Industrial and Organizational Psychology (Division 14 of the American Psychological Association).

Employee Selection, Promotion, and Placement

Morris & McDaniel, Inc. has considerable experience developing job-related employee selection and placement procedures. Our projects involve designing valid job-knowledge tests and assessment centers that are tailored to specific occupations and work settings, implementing the selection process for private and public sector clients, and conducting structured interviews for placement of managerial personnel. Job-knowledge tests have been developed for numerous police and fire departments, welfare case workers, correctional officers, and grain operators, to name only a few occupations. Morris & McDaniel, Inc. has completed the development of job-related examinations for over 340 jobs in state government. To our knowledge, no other similar consulting firm has such an extensive base of experience with so many jobs found in local and state government organizations. With this base of experience, we have refined task inventories for a very extensive list of jobs in local and state government. We have considerable experience in developing and

implementing non-traditional tests, i.e., practical simulation tests, using videos, multiple-choice in-baskets, and structured oral interviews.

Job Analysis

Job analysis is the basis for all personnel management systems including test development, performance appraisal, staffing procedures, human resource planning, job classification and evaluation, and training program development. The job analysis procedure identifies work tasks and behaviors and the knowledge, skills, and abilities required to perform these tasks. Morris & McDaniel, Inc. has many years of experience in conducting job analyses for a broad range of blue and white collar occupations in both the private and public sectors. We have developed job analysis procedures that have withstood legal challenges on several occasions. We have designed and presented seminar programs for managerial personnel and job analysts on multi-purpose job analysis techniques.

Morris & McDaniel, Inc. has conducted job analyses for physically demanding, as well as sedentary, occupations that require a wide variety of physical, cognitive, interpersonal, technical, managerial, and other skills.

Legal and Regulatory Issues

Morris & McDaniel, Inc. has given expert opinions in federal courts on the interpretation of the Uniform Guidelines on Employee Selection Procedures. In addition to our activities in interpreting the Uniform Guidelines, Morris & McDaniel, Inc. officers have broadened these efforts by developing and presenting several conference seminars and courses for personnel managers, psychologists, and lawyers in the public and private sectors in the United States and in Great Britain. We have also published professional articles and contributed to books regarding the interpretation of the Uniform Guidelines. One Morris & McDaniel staff member served on the Task Force of the Society of Industrial and Organizational Psychology to provide comments on possible revisions for the AERA, NCME, APA Standards for Educational and Psychological Tests.

Employment Discrimination Law

Morris & McDaniel, Inc. is an incorporated firm of Industrial/Organizational Psychologists that has been in business for over 40 years. The senior principal, also a licensed attorney, has expertise in employment discrimination law and has broad experience in Title VII litigation. This includes preparation of case materials, delivering depositions and expert testimony, conducting

validation studies and statistical analyses of employment practices, and developing and implementing new personnel systems to comply with consent decrees. Our projects have included performing adverse impact analyses and evaluating employer compliance with legal and regulatory requirements. We have advised how to develop a legally defensible selection system, including the consideration of minimum qualifications. Morris & McDaniel, Inc. has also conducted several projects to develop and validate new selection procedures that comply with legal requirements and consent decrees.

Insurance

Morris & McDaniel, Inc. holds the following insurance coverage. Upon award of the contract, Morris & McDaniel, Inc. will agree to present certified proof of coverage to City of Fort Lauderdale and provide a Certificate of Insurance naming the City as an Additional Insured.

| | |
|------------------------------------|--|
| Auto Liability | - \$1,000,000 any one accident |
| General Liability | - \$1,000,000 per occurrence - \$2,000,000 general aggregate |
| Workers Compensation Coverage A | Statutory: Virginia and Mississippi |
| Employer's Liability Coverage B | - \$1,000,000 each accident - \$1,000,000 disease policy limit - \$1,000,000 each employee |
| Excess/Umbrella Liability | - \$2,000,000 each occurrence aggregate |
| Errors and Omissions | - \$1,000,000 each wrongful act - \$3,000,000 aggregate |

Project Coordinator and Staffing Plan

Dr. David Morris will serve as Project Coordinator. He can be reached anytime during the project process. His contact information is:

David M. Morris, Ph.D., J.D.
117 South Saint Asaph Street
Alexandria, VA 22314
Telephone: (703) 836-3600
Fax: (703) 836-4280
Email: contact@morrisandmcdaniel.com
www.morrisandmcdaniel.com

Financial Stability

Morris & McDaniel, Inc. can provide the City of Fort Lauderdale with relevant financial information and other applicable data regarding our fiscal stability, if requested. Morris & McDaniel has ample resources to successfully complete the project in the desired time needed. Furthermore, Morris & McDaniel has never, in its 40 years of existence failed to meet a time requirement.

Additional Information

Outline of what differentiates Morris & McDaniel from other firms

- First and foremost, our firm has developed the SOP to work in tandem with your newly created police recruitment and selection program which was created through work with FLPD, stake holders in the community, and members of the City Council.
- Our firm has distinguished itself from other firms by its outstanding record in both creating legally defensible procedures. Often except in the most litigious of situations our procedures deter litigation.
- Our firm was the firm asked to come into New Haven after the extremely polarizing law suit that went to the Supreme Court.
- Our firm was the firm asked to come into Akron, OH after the litigation on their promotional procedures which they lost at a cost of almost 2 million dollars.
- Morris & McDaniel was the firm invited without bid to come to Houston to address the costly lawsuits they were having. Morris & McDaniel is the first firm to be awarded all of their police promotions in the history of the department and our contract has been renewed.
- Our firm was the firm asked by Chief Richard Myers to assist Sanford, FL with their police promotions after their city was the unfortunate target of international attention as well as the attention of the DOJ.
- In all of the exams we have conducted for Boston over the last 20 years, we have never failed to prevail in the civil service hearings.
- In addition to the above we have been asked to conduct police testing programs in some of the most dangerous environments such as Iraq where we had to develop creative solutions to a wide range of problems.

APPROACH TO SCOPE OF WORK

Project Plan and Solution - Need for Study

The City of Fort Lauderdale has a need for a valid, job-related Structured Oral Process (SOP) to be used in identifying candidates for the “ideal” Fort Lauderdale Police Officer. Using evidence of our previous successes with entry-level assessment processes for law enforcement positions that produce virtually no adverse impact, Morris & McDaniel will demonstrate through this proposal why our firm can best meet the needs of the City of Fort Lauderdale.

Background and Issues

In developing a screening and selection process for the City of Fort Lauderdale it is important to create a test that is specific to the needs of Fort Lauderdale. Law Enforcement personnel of the highest caliber are essential to ensure top-level quality services to the public and the City of Fort Lauderdale. There has been an increasing recognition on the part of decision makers that procedures used for selection purposes must assess not only cognitive abilities, but also a full range of aptitudes, skills, abilities, and other traits more easily assessed with behavioral-based exercises, such as assessment centers, oral boards, etc. Only through a combination of such procedures can protective service organizations be assured of selecting personnel to effectively meet the public service challenges of the future.

Morris & McDaniel has a long successful history assisting jurisdictions to develop and implement entry-level procedures for protective service positions. Our firm is the premier firm for providing these services in a legally defensible manner and addressing the problems of jurisdictions and meeting all diversity needs.

In a recent letter from the U.S. Department of Justice to the Florida Department of Law Enforcement our firms entry level test was said to be one of the better tests when compared to one of the 3 entry level police tests provided to FDLE.

Our clients for entry-level selection procedures include:

- Kansas City
- Memphis
- New Haven
- Newport News
- Florida Department of Law Enforcement
- Mississippi Highway Patrol

Many of these clients had struggled for years and sometimes decades with marginal or totally unsuccessful systems. Each of the steps in the system we propose for you are tried and successful in their purpose and are strategically designed to address the challenge.

We will first address the background and issues relevant to the testing part of the project.

Study Objectives

The goal of this project is to provide a valid, defensible selection procedures for the entry-level law enforcement position, specifically the structured oral process (SOP), for the City of Fort Lauderdale. We shall provide procedures which have been designed to be:

- **Legally Defensible**, giving deference to the requirements of the Uniform Guidelines on Employee Selection Procedures and the requirements of the City of Fort Lauderdale Personnel Rules and Regulations, where applicable.
- **Professionally Defensible**, giving deference to the requirements of the professional psychological standards, specifically the Standards for Educational and Psychological Testing and the American Psychological Association, (Division 14) Principles Validation and Use of Personnel Selection Procedures: Fourth Edition.
- **Reliable**, demonstrating high consistency in results and freedom from random error.
- **Job Related and Valid**, using job analysis, KSA identification, knowledge source identification, linking KSAs and tasks, deriving performance and management dimensions, and developing a professional quality testing plan.
- **Fair**, providing each candidate with a clear perception of equal opportunity to compete on the basis of their relative qualifications for selection opportunities.
- **Efficient**, being easy to administer and capable of accommodating the number of candidates for each tested rank.
- **Administratively Feasible** in terms of the development and long-term human and fiscal compatibility with the time frames and operational cycles for the establishment of a certified list of eligibles for the tested rank.

Morris & McDaniel, Inc. has over forty (40) years of professional experience in providing the kind of services you have outlined in your Solicitation. The two principals, Dr. Morris and Mr. Nassar, have worked together for thirty-nine (39) of the forty (40+) years our firm has been in business. We have the corporate financial capabilities, and a professional staff which possesses

the education and professional experience, to successfully complete your requested testing services.

We claim as confidential by virtue of being a “trade secret” as defined by the following information:

The portion of our proposal that sets out the Proposed Scope of Work we would use to accomplish the objectives set out by the Department. The rationale in that the description of our methodology is beyond question a compilation of information used in our business that was uniquely developed by our company and which provides a business advantage over those who do not know it; it also being a process or procedure used by our company “irrespective of novelty.”

Note: Morris & McDaniel, Inc. does not wish to disclose our firm’s methodology outside the scope of the proposal review by the proposal decision-makers in the City of Fort Lauderdale.

*******WE IDENTIFY THIS EXEMPTION BEING CLAIMED UNDER FLORIDA
STATUTES 119.07*******

**THE INFORMATION IN THIS SECTION IS PROPRIETARY AND CONFIDENTIAL -
PAGES 18-23.**

PROPOSED SCOPE OF WORK – (PROJECT PLAN)

Project Outline of Components

The entry-level process recommended by Morris & McDaniel for the City’s consideration included the following components related to the SOP, listed below.

The steps we propose for consideration for the entry-level SOP are:

- Planning Sessions
- Review Current Job Task Analysis
- A Structured Oral Process (SOP) – which assesses more complex dimensions, such as the ability to identify and analyze problems; the ability to make sound decisions; the willingness to be service oriented; teamwork and cooperation, and the ability to communicate orally. These dimensions are just examples and the dimensions are be supported by the job analysis.

- Validation of the SOP before the administration using transportability procedures, in compliance with professional standards and giving deference to all federal guidelines.

Structured Oral Process (SOP)

1. Project Planning/Discussions

Within the first five days following the award of the project, the project team leaders of Morris & McDaniel will discuss the project plan with the City representatives.

The purpose of the discussions will be to:

- a. collect relevant material (e.g., information regarding the position);
- b. identify all staff (City and Consultant) who will be involved in or affected by the project, and plan to include those individuals in the information gathering and information flow process;
- c. obtain reactions to the proposed methodology; and
- d. consider options for meeting selection procedure goals and determine the agency's preferences.

Based upon these preliminary discussions, our project team will refine a comprehensive work plan describing all tasks, subtasks and deliverables for the project and designating all personnel (City and Consultant) to each activity. This detailing of the work plan will help clarify the roles and time lines of all those involved. This will help ensure the timely completion of all project phases and anticipate potential problems.

2. Review Job Task Analysis and Conduct Transportability Study for the Tested Position

Morris & McDaniel has reviewed the current job task analysis and conducted a transportability study to ensure that the knowledge, skills, abilities, and job performance dimensions assessed by the SOP are substantially similar to those necessary for success while on the job in the City of Fort Lauderdale.

The job analysis was used to assess the relationship to the entry-level job in the City of Fort Lauderdale through appropriate linkages.

Validity Transportability is a formal professional procedure supported by Section 7B of the Uniform Guidelines which allows evidence of validity gathered from one location to be "transported" to another location. Our validation studies for both the Fire and Police testing

procedures have substantial evidence of validity and comply with legal and professional standards. See the Federal Judge's order (Morrow v. Ingram, Civil Action No. 4716(G), 2004 U.S. Dist., S.D. Ms. Sept. 17, 2004). The transportability study will be conducted in accordance with accepted professional practices as outlined in the *SIOP Principles for the Validation and Use of Personnel Selection Procedures*, the professional standards enumerated in the *Standards for Educational and Psychological Testing (APA/AERA/NCME)*, and the *Uniform Guidelines on Employee Selection Procedures (EEOC)*.

3. Record Candidates in Structured Oral Process (SOP)

All candidates are presented situations with questions and the candidates' responses are video recorded. In this way, a large number of candidates can be captured on video without security risk.

4. Train Raters for Structured Oral Process (SOP)

We propose to use teachers who are professional evaluators in their own right and train them to assess the candidates for the entry level SOP. We will recruit and train local teachers who can work with FLPD with a continuous recruitment program.

Training for the raters in the SOP is imperative if the process is to be successful. We propose to conduct a one day plus training session. Morris & McDaniel, Inc. has had experience training raters from many organizations and for many different types of exercises. To the extent possible, raters will be selected to be diverse.

During the training sessions, the raters will participate in a mock exercise to ensure that they have obtained a knowledge and understanding of the assessment techniques used and of the KSAs being assessed. Their participation in this mock assessment will help them to acquire skills in behavior observation and recording, as well as knowledge of the evaluation and rating procedures. A Rater's Training Program will be conducted by a principal of Morris & McDaniel and each rater will be provided a Rater's Manual or Syllabus for this use while going through training and while conducting scoring activities.

A sample Course Outline for the Rater Training will be as follows:

- I. Introduction
- II. Outline of Rater Training Program
- III. Test Dimensions and Exercises
- IV. Behavioral Observation and Recording

V. Use of Rater Report Forms

VI. Recognizing and Classifying Behavior by Dimensions

VII. Rating Behavior

VIII. Evaluating Behavior by Dimensions

IX. Practice in the Actual Exercises

X. Guidelines for Raters

XI. Schedules and Administration

During the one-day plus training session, each rater will be evaluated to determine his or her ability to:

- Recognize, observe, and report the behaviors measured in the exercise.
- Classify behaviors into the appropriate dimensions, if necessary.
- Score the Oral Test.

All necessary rating forms and behavior recording forms will be included for all raters.

5. Raters Evaluate Structured Oral Process (SOP)

Trained raters score the candidates' performance of job related dimensions, as determined or confirmed through the Job Analysis, such as problem identification and analysis, decision making, interpersonal skills, and oral communication skills, etc. Morris & McDaniel staff will assure professional quality and assist raters by responding one-on-one to technical and practical questions.

The raters will be asked to work with the department so that periodically the trained raters can be convened to rate the existing candidates on the list.

6. Scores for Test Component(s) Combined to Produce a Single Rank Ordered List

Morris & McDaniel used the Job Task Analysis and Subject Matter Experts (SMEs) to propose suggested weights for the scores on the SOP and the multiple choice components. Scores will be directly converted depending on the number of points allotted for the component to create a single rank-ordered list. The algorithm for combining the scores of the two components will be reviewed periodically to assure best fit with the City of Fort Lauderdale's needs.

7. Validation Data Maintained

Morris & McDaniel will collect and maintain all validation data in accordance with professional and legal guidelines for job analysis and validation studies as stated in *SIOF's Principles for the Validation and Use of Personnel Selection Procedures*, the Standards for Education and Psychological Testing published by the American Psychological Association and in the Uniform Guidelines on Employee Selection Procedures as published in The Federal Register. The data will be comprehensive and include the steps in the development, administration, and scoring process.

8. Final List Submitted to the City

A Final List is based on all assessments. This list will be sent to the City. The vetting interview conducted by the FLPD will be conducted using this list. Those candidates passing the Vetting Interview will be offered a conditional offer of employment subject to completing the rest of the formal selection process.

The Team of Professionals

The principals, associates, and staff who will serve you have extensive experience and expertise in conducting this type of project. The team we have assembled to meet your needs is unmatched both in extensive professional experience and professional training.

In the final analysis, the credentials, experience and reputation that we describe and offer in this proposal uniquely qualify Morris & McDaniel for your project. We believe; however, that excellence in service is based on more than just the talents of the individuals and the resources of their firm; it is dependent on the interest and enthusiasm which they commit to serve the needs of the client. We are intent upon not only satisfying you with our performance, but also with exceeding your expectations.

Project Management and Staffing Plan

Morris & McDaniel has an outstanding professional project team to support the City of Fort Lauderdale. The team is presented in the Table and Organizational Chart to follow. In this section we highlight the background and experience of our key professional staff who have participated in developing public safety promotional assessment systems including written examinations, assessment centers, oral boards and structured interviews. We currently have several active contracts with a full-time staff of over 20 professionals in all of our locations; furthermore, we have several part-time staff at our disposal in addition to our sub-contractors we

normally use. Morris & McDaniel has never failed to meet a deadline or not finish a contract in our forty years plus of existence.

Security of Materials

Morris & McDaniel has effectively maintained the security of the assessment materials in all of our projects involving assessment programs for the past 40 years; we have never had a breach of test security.

Presentation and Validity Evidence for Judicial Review

Our firm is fully aware of its responsibility in documenting all procedures and to do so in such a way as to comply with the expectations of judicial review. Our reports are designed to defer to the documentation requirements of the Uniform Guidelines, and appropriate professional guidelines.

Provisions for Expert Testimony

Dr. David M. Morris, President of Morris & McDaniel, Inc., has been an expert witness in Federal Court on numerous occasions. With a few exceptions, these were Title VII cases. Our firm will always provide as much expert witness assistance as needed by our clients. Dr. Morris will be available for expert testimony should this need develop. Any days will be billed at the current hourly rate of \$275 per hour plus expenses. Fees for testimony or deposition are \$2750 for each day of deposition or any part thereof or for each day of testimony or any part thereof. If the day extends beyond a ten (10) hour period, fees are billed at the current hourly rate of \$275 for each additional hour. Research time is billed at \$275 per hour plus any related expenses. Airfare is billed at the least expensive, non-restrictive coach fare from Washington, D.C., and hotels are billed at regular business class rates.

Our information claimed as proprietary and confidential ends here.

Computer Capability

The offices of Morris & McDaniel utilize the most advanced and up to date computer technology for data analysis as well as other functions. These systems are maintained and supported by our in-house IT department to ensure maximum uptime and data security. Data analysis is performed with standard statistical applications software (e.g., SPSS), as well as with

custom software written in-house. Data input is accomplished by scanning answer sheets compatible with any Scantron Series format, or NCS format, into our high-speed scanners.

We also have the capability of designing customized scannable answer sheets using Teleform software. Documents may also be input with page scanning and optical character recognition using our scanners. Documents and numerical data may be sent via e-mail or downloaded from our secure web servers by clients at their convenience. Additionally, data may be sent on media in the following formats: USB flash drive, DVD, or CD ROM. This allows for a wide range of input options. Output may be requested by, laser-printed form, USB flash drive, DVD, FTP, or on CD ROM.

Morris & McDaniel also uses advanced technology to facilitate productive project management. We have access to the Cisco WebEx system for Internet video conferencing. We also have the capability to deliver surveys online via commercial software products, and we use the latest in graphics software to assist with the presentation of project information and data.

Project Control Mechanisms and Quality Control Mechanisms

We will establish strict Project Control Mechanisms and Quality Control Mechanisms in the beginning of this project, thus preventing the likelihood of barriers and ensuring optimum time flow for the project. At the beginning of the project, we recommend the establishment of a Project Committee consisting of appropriate City of Fort Lauderdale decision-makers or their designees from the Department and appropriate project personnel from the Morris & McDaniel team. The Project Committee will be invaluable in assuring commitment and involvement of persons who may not become actively involved without a formal structure. The commitment and involvement from these people could be instrumental in the success of the project. We shall seek guidance from City decision-makers, the project staff appointed by the City, regarding the Project Committee.

Morris & McDaniel recommends contract management performance reviews and discussions to ensure the project is on course, to measure performance levels and make adjustments as necessary. The frequency of these meetings will be adjusted if there are issues of extreme importance, tight timelines, or any problems with performance. Actions discussed at these meetings will be recorded along with responsibilities and due dates. We have reviewed the steps in our promotional process and determined what happens at each step and who is in charge of that step. We have thoroughly documented these procedures and made certain that they are repeatable.

We create “checkpoints” throughout our process to catch mistakes as early as possible. We clarify roles and make certain staff members know their roles. We try to identify, where possible, how mistakes can be made. If we use suppliers, we make sure that they have quality assurance processes as well. Our firm’s quality control process includes assigning tasks to a staff member for completion with review by another staff member for quality and appropriateness after completion. If necessary, the project task will be reviewed by additional staff. After staff reviews, there is a management review prior to sharing the work with the public safety Subject Matter Experts. In essence, we believe in peer review as well as supervisory review. We follow this same process to ensure the accuracy, timeliness, and delivery of project work products, including candidate ranking lists and validity and statistical reports. It is because of strict control mechanisms we can avoid costly mistakes and offer cost saving opportunities.

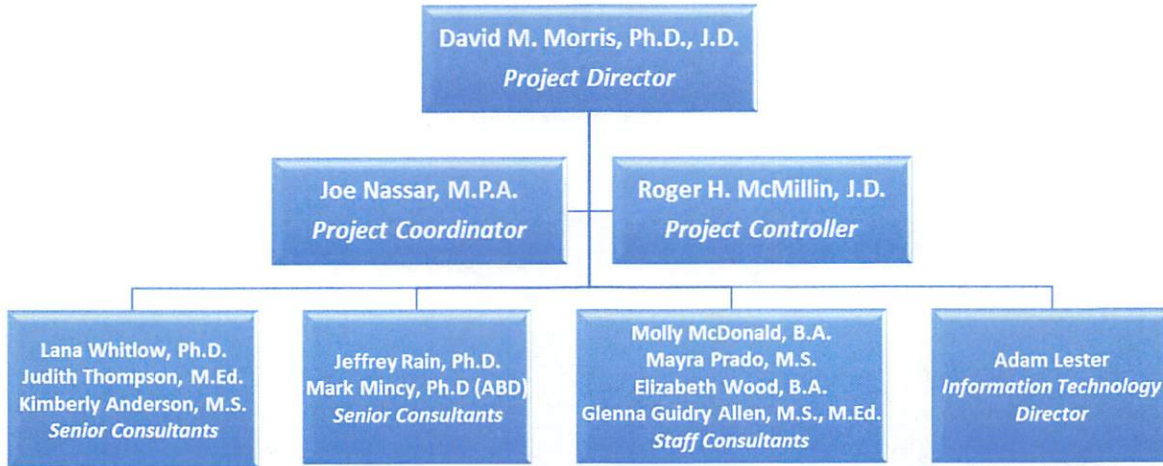
Morris & McDaniel Customer Satisfaction Policy

We are committed to excellence in service in all projects and contracts with our clients. We commit to use our experience, qualifications, and resources to enthusiastically serve the needs of our clients in a timely manner.

Organizational Table

| Professional Staff | Individual Tasks |
|---|--|
| David M. Morris, Ph.D., J.D. Project Director and President | Responsible for the overall design of the examination plan; specific design and quality of the Job Analysis and the instruments used; design of the examination plan; design of the multiple choice test and performance-based exercises; candidate orientation; performance-based assessment administration; assessor training; monitoring scoring activities; overseeing any reports generated and providing legal assistance, as necessary. |
| Joe F. Nassar, M.P.A. Project Coordinator and Vice President | Responsible for ensuring that project elements are performed in a timely manner and coordinated with the appropriate City parties; assisting with job analyses; written test and performance-based assessment development and administration; assessor recruitment, assessor liaison, assessor training; and monitoring scoring activities. |
| Roger H. McMillin, J.D. Project Controller and Vice President of Operations | Responsible for overseeing contractual and legal issues; performance-based assessment administration; monitoring scoring activities; written test and performance-based assessment development and administration; assessor training; and monitoring scoring activities. |
| Lana Whitlow, Ph.D. Judith Thompson, M.Ed. Senior Staff Consultants | Assists with quality of test instruments and any reports generated. |
| Jeffrey Rain, Ph.D. Mark Mincy, PH.D. (ABD) Senior Staff Consultants | Assists with the job analysis; designing the logistics of the performance-based exercises, i.e., the sequence and timing of candidate and assessor events; overseeing development and administration of performance-based exercises; reviewing written tests and performance-based exercises; and conducting all statistical analyses. |
| Kimberly Anderson, M.S. Senior Staff Consultant | Collects data for the Job Analysis; developing announcements; development and finalization of written tests; development of performance-based exercises; component reviews with SMEs and incorporating changes; proctor written tests; assists with appeals; performance-based assessment administration; and score reporting. |
| Molly McDonald, B.A. Mayra Prado, M.S. Elizabeth Wood, B.A. Glenna S. Guidry Allen, M.S., M.Ed. Staff Consultants | Reviews performance-based exercises; performance-based assessment administration; score reporting; and reports. |

Organizational Chart



BRIEF BIOGRAPHIES

Our project staff is highly experienced in job analysis procedures, written test and assessment center exercise development, administration, assessor training, and scoring procedures, as well as with using statistical computer programs to produce the statistical analyses and technical reports required by this project

In the final analysis, the credentials, experience and reputation that we describe and offer in this proposal uniquely qualify Morris & McDaniel for your project. We believe, however, that excellence in service is based on more than just the talents of the individuals and the resources of their firm; it is dependent on the interest and enthusiasm which they commit to serve the needs of the client. We are prepared to provide this interest in full measure.

DAVID M. MORRIS, PH.D., J.D.

Dr. David M. Morris, President of Morris & McDaniel, Inc., has his Doctorate of Philosophy in Psychology, with licensing in Industrial/Organizational (I/O) Psychology, and his Juris Doctorate. Dr. Morris has held academic position and has taught courses in industrial and related areas of psychology. He has conducted psychological testing research for both public and private sector clients for over three decades. He has pioneered the development and use of innovative techniques and alternatives to traditional paper and pencil tests.

Dr. Morris' dual career as an I/O psychologist and attorney gives him a unique perception of Title VII and the development of personnel procedures. There are probably fewer than ten persons in the country licensed to practice both I/O psychology and law. His forte is building legal defensibility into the design of the personnel system.

In January 2015, Dr. Morris was asked to assist the World's newest democracy, South Sudan, in strengthening their police. South Sudan National Police Service (SSNPS) requested our assistance knowing that a stronger police was essential to strengthen their internal security. Dr. Morris and Tom Fuentes, VP of International Affairs, went to South Sudan and provided the newest scientific procedures to improve the selection and vetting of candidates for police officers for the South Sudan National Police Service (SSNPS). They assisted in screening and vetting all candidates for police officers.

In 2007, Dr. Morris completed a project in Baghdad, Iraq, where he led a team at the Baghdad Police Academy, which implemented a screening test for potential candidates for the

Iraqi Police Service (IPS). Dr. Morris developed and translated the American version of a highly successful entry-level police test into Arabic. This test is the National Police Test and tested over 70,000 Iraqi civilians. Successful test candidates enter the Police Academy for training.

In 1986, Dr. Morris was invited to give the annual Division 14 APA Seminar on the relationship of personnel selection and the law. Presenters of such seminars are by invitation only, and an invitation to conduct such training indicates the Society of Industrial/Organizational Psychology recognizes these individuals as having exceptional credentials in this area. The title of Dr. Morris' seminar was "Building EEO Legal Defensibility into Selection and Assessment Procedures."

Dr. Morris has served as Project Director for assessment centers used in the public as well as private sectors. These projects involved conducting job analyses and developing and administering written tests, assessment centers, oral boards, tactical exercises and structured interviews. Dr. Morris documented the required linkages to the job analysis results including appropriate weighting of performance dimensions. In many instances, because of the large number of candidates, innovations were used which included video-based situational exercises, multiple-choice formatted management exercises, and sometimes extensive use of video recordings to ease the administrative burdens associated with the use of assessors and large numbers of candidates.

Since 1976, Dr. Morris, as principal of the firm, has an extensive background in the development and administration of written test and performance-based assessment center procedures, assessor training sessions which includes monitoring of the scoring process, candidate orientation training sessions, Angoff procedures for setting cut-scores, developing and conducting a 2nd Review Process (Appeal/Review) by test candidates, serving as an arbitrator for protective services, and expert witness research and testimony.

Dr. Morris is a member of many professional associations including the American Psychological Association, Division 14 of APA, the International Public Management Association – Human Resources, the IPMA Assessment Council, the American Bar Association, and the American College of Forensic Psychology.

He has delivered training programs on "How to Conduct a Job Analysis," "Avoiding EEO Litigation," "EEO Defense," "Performance Appraisals," and "Professional Designs and Legal Aspects of Performance Appraisals." He has made numerous presentations at professional conferences, including such topics as "EEO Guidelines and Psychological Testimony" and "Getting the EEO Lightning Rods Out of Your Personnel Practices." In 1987, Dr. Morris was

selected by Management Europe (the European affiliate of the American Management Association) to present innovations in management assessment techniques at their annual personnel convention in Brussels, Belgium. The American Management Association asked Dr. Morris to give a presentation on personnel selection and the law at their 61st annual conference in April, 1990, in San Francisco. He was also invited to present a paper at the International Congress on Assessment Centers in Toronto in May of 1991 as well as in London, England in September 2006. Dr. Morris has been an invited speaker to the International Chiefs of Police (IACP) Conference on several occasions since 1986.

Dr. Morris founded the firm of Morris & McDaniel, Inc. and has been with the firm for over forty (40) years.

JOSEPH F. NASSAR, M.P.A.

Joseph F. Nassar, Vice President of Operations and Senior Staff Consultant of Morris & McDaniel, Inc., holds a Master of Public Administration and a Bachelor of Science in Criminal Justice and has completed course work toward his Ph.D. in Public Policy and Administration. Mr. Nassar has served as Assistant Project Director and Senior Staff Consultant on public and private sector projects. His professional work experience includes job analysis, job evaluation, job evaluation audits and interviews, development and administration of valid written knowledge tests (entry-level selection and promotional) and performance-based exercises for use in assessment center and oral board procedures, organizational/management analysis, and development and administration of training programs. Mr. Nassar has also conducted candidate orientation sessions for test candidates and worked with Subject Matter Experts (SMEs) in written test and performance-based assessment exercise development and editing for content and correct of test question or assessment exercises, written test and performance-based assessment administration, assessor training, monitoring of the scoring process by assessors, and conducting a 2nd Review Process (Appeal/Review) by test candidates.

Mr. Nassar has professional experience in selection and promotional assessment procedures (job analysis, performance-based exercise development, administration, scoring, and monitoring) for jurisdictions and organizations, such as: Boston Police Department (written knowledge tests for the ranks of Captain, Lieutenant, Sergeant and Detective and assessment centers for the ranks of Captain, Lieutenant and Sergeant); Massachusetts State Police (written knowledge tests and performance-based exercises for the ranks of Captain, Lieutenant and

Sergeant); Norfolk Police Department (written knowledge tests for the ranks of Captain, Lieutenant, Sergeant and Corporal, and assessment centers for the ranks of Captain, Lieutenant, and Sergeant); U.S. Secret Service (assessment center process for the rank of Captain); Palm Beach County Sheriff's Department (written tests and assessment centers for the Law Enforcement and Correction ranks of Lieutenant and Sergeant); Philadelphia Police Department (written knowledge tests and structured oral board for entry-level police recruit candidates); Jacksonville Sheriff's Department (written tests and assessment centers for the ranks of Lieutenant and Sergeant); Kansas City Fire Department (written knowledge tests for the ranks of Battalion Fire Chief, Captain, Lieutenant, and Fire Apparatus Operator, assessment center for the rank of Battalion Fire Chief, and structured oral board for entry-level firefighter recruit candidates); Norfolk Fire Department (written tests and assessment centers for the ranks of Battalion Fire Chief, Fire Captain, and Fire Lieutenant); and Akron Fire Department (assessment centers for the ranks of Captain and Lieutenant and entry-level firefighter recruit candidates).

Mr. Nassar has been with the firm of Morris & McDaniel, Inc. for over thirty-nine (39) years.

ROGER H. MCMILLIN, JR., J.D.

Judge McMillin retired from his position as Chief Judge of the Court of Appeals of the State of Mississippi. Judge McMillin served on the Court of Appeals from 1995 until his retirement in April 2004. He served as Chief Judge for over half of his tenure on the Court. Judge McMillin joined the firm of Morris & McDaniel in May 2004 as General Counsel and Vice President for Operations.

From 2004-2007, Judge McMillin spent the majority of his time on the ground in Baghdad, Iraq, where he headed a team at the Baghdad Police Academy, which implemented a screening test for potential candidates for the Iraqi Police Service (IPS). Morris & McDaniel developed and translated the American version of its highly-successful tests into Arabic and submitted the translated version to a panel of experts to verify translation accuracy and to probe the tests for cultural or social concerns that had to be addressed before the test was administered. Over 70,000 Iraqi civilians have been tested using our firm's test instrument. Successful test candidates enter the Police Academy for training.

As Chief Judge of the Court of Appeals, Judge McMillin gained invaluable experience in administering large and complex operations where the timely achievements of were critical to the

success of the organization. As Chief Operations Officer for the Police Screening Project, Judge McMillin will be able to utilize his administrative skills to see that the various aspects of the project remain on track and that all critical deadlines are met.

LANA PRUDHOMME WHITLOW, PH.D.

Dr. Whitlow, Vice-President and Lead Psychometrician, holds a Doctorate of Philosophy in Psychology from Southern California University for Professional Studies. She obtained a Master of Science degree in Counseling Psychology, with concentration in psychometrics, from the University of Southern Mississippi and received her Bachelor of Science degree in Psychology at Louisiana State University. While at LSU, Dr. Whitlow assisted senior professors in research, data collection and statistics. Her graduate work included an assistantship to a tenured professor requiring undergraduate teaching, research for the Department of Psychology chairman, data analysis as well as psychometrics. Dr. Whitlow's doctoral dissertation was an original study of the application of an independent work ethic dimension to the success rate within law enforcement personnel. She holds membership in the Academic Honor Societies of Gamma Beta Phi and Psi Chi and is a professional member of American Psychological Association and Louisiana Psychological Association.

Dr. Whitlow's responsibilities for Morris & McDaniel, Inc., are diverse. While she heads the Marketing Division, Dr. Whitlow also conducts all psychological screening of police applicants for our clients in the Greater New Orleans area as well as all executive management assessments for our private New Orleans area clientele. Dr. Whitlow has extensive experience in interviewing and testing and has served as an expert witness for law enforcement testing for selection.

Prior to joining Morris & McDaniel, Inc., Dr. Whitlow held the position as primary psychometrician for two psychological practices as well as neuropsychological assessor for several New Orleans hospitals.

Dr. Whitlow has been with Morris & McDaniel, Inc., since 1990.

JEFFREY RAIN, PH.D.

Dr. Rain has worked with Morris & McDaniel for over 15 years including several testing projects for numerous protective services. He has extensive experience conducting job analysis and developing exercises. He has conducted job analysis for over 15 years for many protective

services. Dr. Rain received his undergraduate degree in Psychology from The Citadel, Charleston, South Carolina, and his PH. D in Industrial/Organizational Psychology from Louisiana State University.

MARK D. MINCY, PH.D. (ABD)

Mr. Mark Mincy, Senior Staff Consultant of Morris & McDaniel, Inc., has a Master's Degree in Industrial/Organizational (I/O) Psychology from the University of Arkansas at Little Rock and he holds a Bachelor of Science degree in Psychology with a minor in General Science from the University of Central Arkansas. He is currently working on his PhD in Industrial/Organizational Psychology at the University of Southern Mississippi. He holds memberships in the Society for Industrial and Organizational Psychology, American Society for Training and Development, International Society for Performance Improvement, American Psychological Association, Society for Human Resource Management, Psi Chi (National Honor Society in Psychology), and the Deming Institute for Quality.

Prior to joining Morris & McDaniel, Inc., Mr. Mincy worked as a Consultant for the Center for Applied Organizational Studies where he assisted in the development of a person-organization fit instrument to be used in employee selection, conducted various job analyses, developed, analyzed, and made improvements to administrative as well as developmental performance appraisal systems (360-degree feedback system), developed, conducted, statistically analyzed, and presented results from organizational surveys for organizations ranging in size from 10 to 10,000 employees. He also assisted in the development of several training programs in both the public and private sector.

While at USM and UALR, Mr. Mincy assisted senior professors in research and data collection. His graduate work included teaching undergraduate courses such as Statistics, Ethics, and Introductory Psychology. In addition, it included diverse research projects involving employee attitude surveys, personality studies, and developing various survey instruments.

Since joining he has become involved with developing competency models, the development of employee selection tests for use in China, and the development and validation of various Entry-Level and promotional tests and performance-based assessment exercises for such jurisdictions as the Kansas City Fire Department, Boston Police Department, Palm Beach Sheriff's Office, Jacksonville Sheriff's Office, and the City of Norfolk, Virginia. Mr. Mincy has considerable experience conducting candidate orientation sessions, working with the SMEs in the

development and review of written test and performance-based exercises, written test and performance-based assessment administration, conducting assessor training and monitoring of the scoring process by assessors, and conducting a 2nd Review Process (Appeal/Review) by test candidates.

JUDITH THOMPSON, M.ED.

Judith Thompson, Senior Staff Consultant and Licensed Psychometrist holds a Masters of Education in Psychometry and a Bachelor of Science degree in Elementary Education with areas of concentration in Diagnostic Reading and Fine Arts. Ms. Thompson has done educational testing and consulting and has taught courses in related areas of psychology. She holds membership in the National Association of Psychometrists.

While at Morris & McDaniel, Ms. Thompson has worked with numerous police departments, fire departments, sheriff's offices, correctional facilities, state departments, as well as private sector clients. Ms. Thompson has participated in all phases of test and exercise development for both entry-level and promotional processes, including job analysis; test and exercise construction, review, and administration; assessor training and scoring of assessment center exercises; and validation and technical report writing for clients.

Ms. Thompson has participated in a Validation Study for the San Antonio Police Department; job analysis study development and validation of written test and assessment exercises for the ranks of Battalion Chief, Captain and Lieutenant for the Kansas City, Missouri, Fire Department; Law Enforcement and Correction Lieutenant and Sergeant for the Palm Beach County Sheriff's Office; Sergeant and Captain for the United States Park Police; Detective, Captain, Lieutenant for the San Antonio Police Department; Fire Battalion Chief, Captain, and Lieutenant for the Norfolk Fire Department; and various other clients. Ms. Thompson has also participated in a number of organizational studies including clients such as Mississippi Department of Human Services and San Antonio Police Department. Ms. Thompson also conducts statistical analyses of data, and writes technical reports for clients. Ms. Thompson also conducts psychological evaluations for the Jackson, MS Airport Authority, Bastrop, Louisiana Police Department, and Memphis Fire and Police Departments.

Ms. Thompson has been with Morris & McDaniel, Inc., since 2000.

KIMBERLY N. ANDERSON, M.S.

Kimberly Anderson, Senior Staff Consultant of Morris & McDaniel, Inc., holds a Master's of Science degree in Counseling Psychology with an emphasis in Psychometrics and a Bachelor of Arts degree in Journalism with an emphasis in Public Relations and minors in English and Psychology.

During her tenure at Morris & McDaniel, Ms. Anderson has worked with numerous police departments, fire departments, sheriff's offices, and correctional facilities. To date, Ms. Anderson has conducted job analyses for over 800 public sector job titles and specializes in working with subject matter experts in job observations and test and exercise review meetings. Ms. Anderson has administered written tests and performance-based assessment exercises for police, fire, sheriff, and correction organizations, conducted assessor training, and monitored scoring procedures by assessors. Over the past few years, she has worked with clients such as Houston Fire Department, Kansas City, Missouri Fire Department, the State of New Jersey, Memphis Fire Department, Norfolk Fire Department, Metropolitan Nashville Police Department, San Antonio Police Department, Jacksonville Police Department, Palm Beach County Sheriff's Department, Orange County Fire Rescue, and the United States Park Police.

Ms. Anderson has also serves in a training capacity for our public and private sector clients. Currently, she participates in Morris & McDaniel's International Police Assessment Screening Committee.

While at Morris & McDaniel, Inc., Ms. Anderson has participated in other special projects such as organizational and validation studies.

Ms. Anderson has been with Morris & McDaniel, Inc., since 2000.

MOLLY C. MCDONALD, B.A.

Molly McDonald, Personnel Analyst of Morris & McDaniel, Inc. holds a Bachelor of Arts degree in Political Science with a minor in English.

Ms. McDonald served as assistant project manager of the Mississippi State Personnel Board Quality Workforce Initiative Project, conducting job analyses for over 500 public sector jobs. In addition to conducting job analyses through technical conferences, this project involved developing competency models for state employees, updating and validating state job descriptions for ADA and EEOC compliance, and writing technical validation reports.

Ms. McDonald is currently in charge of several aspects of the Criminal Justice Basic Abilities certification tests for Law Enforcement and Correctional Officers for the Florida Department of Law Enforcement. She supervises the production of all testing materials; maintains all electronic records pertaining to the contract; participates in data compilation and organization for statistical reports; maintains good business relationships with clients; and ensures compliance with contract requirements.

While at Morris & McDaniel, Inc., Ms. McDonald has participated in the areas of job analysis, validity, and competency development. Ms. McDonald has also participated in the development, administration, and scoring of entry-level and written, knowledge-based exams for several government agencies and private sector organizations, as well as in the development and administration of performance based assessments for various police and fire departments. In the past, she has worked with clients such as Winston-Salem Police Department, Kansas City Fire Department, Norfolk Police Department, Norfolk Fire and Rescue, Memphis Fire Department, Palm Beach County Fire-Rescue and Sheriff's Office, Metropolitan Nashville Police Department, University of Texas at Houston Police Department, Orange County Fire Rescue, Tucson Police Department, and Mississippi Highway Patrol.

Ms. McDonald has been with Morris & McDaniel, Inc. since 2003.

MAYRA PRADO, M.S.

Mayra Prado, Staff Consultant of Morris & McDaniel, Inc., holds a Master of Science degree in Psychology with an emphasis in Industrial and Organizational Psychology. She also has a Bachelor of Science degree in Accounting with a minor in Business.

While at Morris & McDaniel, Inc., Ms. Prado has participated in the review of testing instruments and development and scoring of performance-based assessment exercises and written knowledge-based tests for police and fire organizations. In addition, Ms. Prado has conducted numerous job analyses and participated in administration and scoring of assessment centers for various police and fire departments. Ms. Prado has also supervised scoring procedures such as compiling and verifying data, creating feedback reports and final lists for several police and fire departments. In the past, she has worked with clients such as Rochester Fire Department, Houston Fire Department, Memphis Fire Department, Jackson Fire Department, Norfolk Police and Fire Departments, Newport News Police and Fire Departments, New Haven Fire Department,

Pennsylvania State Police, Richmond Police Department, Maryland-National Capital Park Police, Jefferson Parish Sheriff's Office, San Antonio Police Department, and Jackson Police Department.

While at Morris & McDaniel, Inc. Ms. Prado has participated in other special projects such as an organizational study for a large Department.

Ms. Prado has been with Morris & McDaniel, Inc., since 2009.

ELIZABETH WILSON, B.A.

Elizabeth Wilson, Staff Consultant of Morris & McDaniel, Inc. holds a Bachelor of Arts degree in Biology with a dual Bachelor of Arts degree in Psychology.

While at Morris and McDaniel, Inc. Ms. Wilson has participated in the areas of job analysis, validity, and competency development. She has spent time working with subject matter experts in job observations and written test and assessment center exercise development and review meetings. Ms. Wilson has also participated in the administration of written knowledge based tests and assessment centers for police and fire organizations across the country. She has worked with clients such as Jackson Fire Department, Orange County Fire Rescue Department, Houston Fire and Police Department, University of Texas Police Department at Houston, New Haven Fire Department, Richmond Police Department, Maryland Park Police, Colorado Springs Police Department, Norfolk Police Department, Norfolk Fire Rescue Department, Kansas City Fire Department, District of Columbia Fire and EMS Department, Atlanta Fire Department, and the Mississippi Highway Patrol.

Ms. Wilson has been with Morris & McDaniel, Inc. since 2010.

GLENNA S. GUIDRY ALLEN, M.S, M.ED.

Glenna Guidry Allen, Staff Consultant of Morris & McDaniel holds a Master of Education in Counseling & Personnel Services, and Master of Science in Sports Administration with a concentration in Sports Psychology and a Bachelor of Science degree in Psychology. She holds memberships in Association for Talent Development and Mississippi Chapter Association of Talent Development.

While at Morris & McDaniel Ms. Guidry Allen has worked with various law enforcement and fire service clients in conducting Job Analyses, reviewing job analysis data, and in multiple phases for the development of written multiple choice tests and assessment center exercises.

Mrs. Guidry Allen has been with Morris & McDaniel since October 2014.

ADAM LESTER

Mr. Adam Lester, Information Technology Director, leads IT strategic and operational planning to achieve business goals by fostering innovation, prioritizing IT initiatives and coordinating the evaluation, deployment and management of current and future IT systems across our organization. He also specializes in information systems security and provides proper safeguarding of classified and sensitive information and equipment. His expertise also includes web development and database management.

Prior to joining Morris & McDaniel, Mr. Adam Lester worked in conjunction with the U.S. Department of Homeland Security to secure the McCoy Federal Building, U.S. Federal Courthouse and several Internal Revenue Service and Social Security Administration offices located across Mississippi. He assisted in the implementation of technology and security improvements to one of the Defense Department's most powerful supercomputer centers, located at Stennis Space Center, Mississippi. Also at Stennis Space Center, he worked with NASA to upgrade fiber-optic infrastructure to connect a server farm to other southeastern locations such as Keesler Air Force base. He worked with the Naval Meteorology and Oceanography Command to provide technology and security improvements to the NAVOCEANO War fighting support center as well.

In late 2000, Mr. Lester assisted in the re-engineering of MCI WorldCom's data network. This consisted of various technology improvements and additions to their headquarters located in Clinton, MS.

Mr. Lester managed a project to upgrade voice and data systems for the City of Jackson Emergency Communications Center and also made vast improvements to the data network of The City of Oxford. The City of Oxford project drastically improved communications between City hall, the Fire Department, the Police Department, and Public Works.

Over his 13 years of experience, Mr. Lester has also provided consulting, design, project management, and support services to large corporations including Eaton Aerospace, Nissan, Dell, Wal-Mart, and Target.

REFERENCES

We claim as confidential by virtue of being a “trade secret” as defined by the following information:

The list of client references that includes jurisdiction, identification, contact person with addresses, prior work history with the jurisdiction, and ranks tested. The rationale being that this amounts to a detailed and highly informative customer list of our company.

Note: Morris & McDaniel, Inc. does not wish to disclose our firm’s protective service clients outside the scope of the proposal review by the proposal decision-makers in the City of Fort Lauderdale.

*******WE IDENTIFY THIS EXEMPTION BEING CLAIMED UNDER FLORIDA
STATUTES 119.07*******

The information in this section is proprietary and confidential - Pages 40-44.

Morris & McDaniel, Inc. has over forty (40) years of extensive experience in developing promotional systems for Public Safety Departments, both nationally and internationally. The following is a partial list of Public Safety clients we have served.

Client Name: NEW HAVEN FIRE AND POLICE DEPARTMENTS
Address(es): Fire Headquarters - 952 Grand Ave., New Haven, CT 06511
Police Headquarters - 1 Union Ave., New Haven, CT 06519
Point of Contact: Stephen Librandi, Manager of Human Resources and Benefits
Phone: (203) 946- 6767
Email: slibrandi@newhavenct.net

Description of Work:

Battalion Chief –Developed, Administered, and Scored a Written Test and Performance-Based Assessment Exercises – 2014

Fire Lieutenant and Captain – 2014, –Developed, Administered, and Scored A Written Test And Performance-Based Assessment Exercises – current contract

Entry-level firefighter —Developed, Administered, and Scored a Written Test and Performance-Based Assessment Exercises – 2012

Fire Inspector/Investigator Developed, Administered, and Scored a Written Test and Performance-Based Assessment Exercises, Structured Oral Process – 2015

Deputy Fire Marshall Developed, Administered, and Scored a Written Test and Performance-Based Assessment Exercises, Job Analysis – 2015

Fire Marshall Developed, Administered, and Scored a Written Test and Performance-Based Assessment Exercises, Job Analysis – 2015

Law Enforcement Officer Developed, Administered, and Scored a Written Test and Performance-Based Assessment Exercises– 2015
Project Years: 2012, 2014 to Present

Client Name: **AUSTIN FIRE DEPARTMENT**
Address(es): 4201 Ed Bluestein Blvd., Austin, TX 78721
Point of Contact: Battalion Chief Bob Nicks, Austin Firefighters Association President
Phone: (512) 217-3474
Email: bob_nicks@yahoo.com

Description of Work:

Entry-level firefighter —Developed, Administered, and Scored a Reading Ability Test, Entry-Level Firefighter Exam (cognitive and non-cognitive component), and Structured Oral Process (SOP) – 2013 and 2015

Project Years: 2013, 2015 to Present

Client Name: **KANSAS CITY FIRE DEPARTMENT**
Address(es): Century Towers, 635 Woodland Ave., Suite 2100, Kansas City, MO 64106
Point of Contact: Fire Chief Paul Berardi,
Phone: (816) 513-4647 (W), (816) 803-5511 (C)
Email: Paul.Berardi@kcmo.org

Description of Work:

Entry-Level Firefighter Conducted Transportability Study, developed, administered, and monitored scoring of Entry-Level Fire Fighter selection process - Entry-Level Fire Fighter Examination, Candidate Profile Summary for Fire Fighters, and Structured Oral Process. Project Years 2005 - Present.

Fire Captain Conducted Job Analyses, developed, administered, and scored Promotional Tests (written knowledge examinations and performance-based assessment exercises). Project Years 2005 to Present.

Battalion Fire Chief Conducted Job Analyses, developed, administered, and scored Promotional Tests (written knowledge examinations and performance-based assessment exercises). Project Years 2005 to Present.

Deputy Fire Chief Conducted Job Analyses, developed, administered, and scored Promotional Tests (written knowledge examinations and performance-based assessment exercises). Project Years 2005 to Present.

Assistant Fire Chief Conducted Job Analyses, developed, administered, and scored Promotional Tests (written knowledge examinations and performance-based assessment exercises). Project Years 2005 to Present.

Project Years: 2005 to Present

Client Name: **NEWPORT NEWS FIRE AND POLICE DEPARTMENTS**
Address(es): **Police Headquarters - 9710 Jefferson Ave., Newport News, VA 23605**
Fire Headquarters - 2400 Washington Ave., 6th floor, Newport News, Virginia 23607
Point of Contact: Assistant Fire Chief Robert Craft, (Fire)
Phone: (757) 969-1800
Email: rcraft@nnva.com
Point of Contact: Chief of Police Richard W. Myers (and currently a CALEA Commissioner) (Police)
Phone: (757) 928-4300
Email: chfoff@nnva.com,
Point of Contact: Assistant Police Chief Joe Moore,
Phone: (757) 928-4306

Description of Work:

Entry-Level Firefighter – Job Analysis, Entry-Level Fire Fighter Test, Candidate Profile Summary for Fire Fighters, and Structured Oral Process – 2011 – current

Fire Chief – 3 performance-based assessment exercises–2013

Police Chief – Written Executive In-Basket Exercise and 3 performance-based assessment exercises–2013

Police Lieutenant – job analysis, written knowledge test, 3 performance-based assessment exercises, and development/administration/on-site monitoring of Personnel Record Evaluation Component (Training, Education, and Experience) – 2014, 2012, 2010, 2009

Police Sergeant – job analysis, written knowledge test, 3 performance-based assessment exercises, and development/administration/on-site monitoring of Personnel Record Evaluation Component (Training, Education, and Experience) – 2015, 2013, 2012, 2010, 2009

Master Police Officer –job analysis, and 1 performance-based assessment exercise containing 5 scenarios – 2015, 2013, 2012, 2011, 2010, 2009

Entry-Level Police Officer – Job Analysis, Entry-Level Police Test, Candidate Profile Summary for Police Officers, and Structured Oral Process – 2014 – current

Police Captain – job analysis, written knowledge test, 3 performance-based assessment exercises, and development/administration/on-site monitoring of Personnel Record Evaluation Component – 2014

Project Years: 2009 to Present

Client Name: **STAMFORD FIRE DEPARTMENT, STAMFORD, CONNECTICUT**
Address(es): 629 Main St., Stamford, CT 06901
Point of Contact: Ted Jankowski, Director of Public Safety, Health and Welfare
Phone: (203) 424-4354
Email: TJankowski@StamfordCT.gov
Point of Contact: Katheryn Emmett, Director of Legal Affairs and Corporate Counsel,
Phone: (203) 977-4082
Email: KEmmett@StamfordCT.gov

Description of Work:

Entry-level Firefighter — Conducted Job Analysis; Developed, administered, and scored Entry Level Abilities and Behaviors Multiple Choice Exam; and Developed, administered, and monitored scoring of Entry Level Structured Oral Process – 2015

Project Years: 2015 to Present

Client Name: MISSISSIPPI HIGHWAY PATROL
Address(es): 1900 East Woodrow Wilson Ave., Jackson, MS 39216
Point of Contact: Col. Donnell Berry
Phone: (601) 987-1495
Email: donnellb@dps.ms.gov

Description of Work:

Entry-level Selection Procedures — Developed and conducted Entry Level Selection Procedures; Conducted Job Analysis; Developed, administered, and scored Entry Level testing measures; and Developed and administered Psychological Examinations and structured psychological interviews. – **2005-2014**

Project Years: 2005 to 2014

In addition to our partial list of recent clients described above, Morris & McDaniel, Inc. has provided similar services to the following:

Written Examination and Performance-Based Assessment Police Lieutenant and Sergeant (2007, 2008, and 2009)

Written Tests and performance-based assessments were developed and administered for the ranks of Police Lieutenant and Sergeant. University of Texas at Houston Police Department (MD Anderson), Houston, Texas.

Entry-Level Police Written Examinations Administered throughout the State of Florida

Morris & McDaniel, Inc. is one of three firms approved by FDLE to administer law enforcement entry-level tests for the state of Florida. The test is administered in multiple locations throughout the State of Florida with three (3) parallel versions available. Our test has met all validation requirements by FDLE. **Florida Department of Law Enforcement, Tallahassee, Florida.**

Iraq, Development, Implementation and Translation of Screening Test (2004 - 2007)

A screening test has been developed, translated and implemented for potential candidates for entry into the Baghdad Police Academy. Nearly 70,000 candidates were assessed in this three year program in 10 testing centers throughout the country. This work was expanded to include assessment of potential Iraqi military personnel. **Iraqi Police Service (IPS), Baghdad, Erbil, Mosul, Sulaymaniyah, Al Kut, Al Hillah, and Basrah.**

Development, Implementation and Translation of Scoring Procedures (2005 - 2007)

Our firm developed and implemented all screening procedures and provided the translation of scoring procedures for the newly formed National Intelligence Agency. **National Iraqi Intelligence Agency (NIIA), Baghdad, Iraq.**

Entry-Level Police Test (1999 and 2002)

Based on the job analysis, developed a written examination for selecting entry-level police officers. **City of Philadelphia.**

Assessment Centers for Three Police Ranks

This project included the development of assessment centers for the ranks of Police Sergeant, Lieutenant and Captain. **Akron Police Department, City of Akron, Ohio.**

Job-Related Entry-Level Police Examination

Job analyses of Jefferson Parish enforcement jobs were performed to identify work behaviors, tasks, knowledge, skills and abilities through observation and workshops with subject matter experts (SMEs). A job-related examination was developed and validated for entry level officers. **Orleans Levee Board, New Orleans, Louisiana.**

Individual Assessment of Police Candidates

This is a multi-organizational project which is on-going. Our firm conducts individual assessment of police candidates in order to make evaluations which are used in hiring. A series of tests are used in conjunction with a structured interview. **Jefferson Parrish Sheriff's Office, St. Tammany Parrish Sheriff's Office, Kenner Police Department, St. John the Baptist Police Department, Orleans Levee Board Police Department, Harahan Police Department, Port of New Orleans Police Department, Louisiana.**

Job-Related Entry-Level Police and Fire Examinations

Job analyses of police and firefighter jobs were performed to identify work behaviors, tasks, knowledge, skills and abilities through observation and workshops with subject matter experts (SMEs). Job-related examinations were developed and supported by content validity for entry level personnel in both departments. **Kenner Police and Fire Departments, Kenner, Louisiana.**

***PROPRIETARY AND CONFIDENTIAL INFORMATION
ENDS HERE***

PROJECT COST

Morris & McDaniel Structured Oral Process (to include CPS Interview Protocol)

Morris & McDaniel is pleased to propose to the City of Fort Lauderdale a license for the use of our Structured Oral Process (SOP) for screening of prospective entry level candidates to the Police service; said use to be on a continuous basis, with full technical support of Morris & McDaniel, for one year. The total cost for use of the process for one year will be:

One Hundred Thousand and no/100 Dollars (\$100,000.00)

Said amount to be paid \$50,000.00 upon entering into an appropriate contract for said use; and \$50,000.00 upon completion of the first full cycle of use of the process as a part of the Fort Lauderdale Police entry level hiring process.

In addition to the above licensing fee, the City will pay the reasonable travel and lodging costs of all M&McD personnel for travel to Fort Lauderdale for the planning and administration and any necessary on-site follow-up for the initial implementation of the SOP process or for requested assistance at any time, said travel to be on the terms provided in the City of Fort Lauderdale official published travel policies.

Our proposal for use of the SOP will include, in addition to the actual SOP materials, the following services:

1. M&McD will assume responsibility for the initial use of the process, to include delivery to an appropriate site and full use of all M&McD equipment necessary to video candidates in the process, and having on site necessary experienced M&McD personnel to fully administer the process.
2. As to this initial administration, the City will provide an appropriate number of personnel to observe and assist in the administration in order to have in-depth hands-on experience in order to enable the City to administer the process in subsequent screening cycles throughout the course of contract year.
3. M&McD will score the candidate's performance in the SOP using our experienced and trained professionals; advise and assist in the recruiting of appropriate qualified individuals to serve as s interviewers for the CPS Interview portion of the process, and will conduct a thorough on-site training program for the individuals recruited.
4. M&McD will oversee and fully direct the initial scoring process and the initial CPS Interview implementation and evaluation, with the City to furnish personnel to observe and assist in the process as a training mechanism for these individuals for future screening cycles.
5. As to the initial screening cycle and as to all subsequent cycles during the contract year, M&McD will receive and compile the scores from all aspects of the process and properly evaluate and calculate the final scores of the candidates and report those scores back to the City in a rank-ordered list or in appropriate scientific bands for use the hiring process.
6. As to any subsequent screening cycles after the first is completed, M&McD will furnish all materials necessary to conduct the process and will offer full technical advice and consultation as to any aspect of the administration and will, upon reasonable request, provide on-site technical assistance during any actual subsequent administration process at no cost except the travel and lodging cost of the on-site adviser.

This proposal contemplates that the City will be responsible for the following:

1. Furnishing, at the City's cost, the venue for all activities associated with this process.
2. Selecting and providing personnel in appropriate numbers to observe and assist in the initial cycle of the process to learn the proper administration methods for future screening cycles.
3. Assisting in the recruitment of appropriate individuals to serve as CPS Interviewers
4. Obtaining suitable recording equipment with the advice of M&McD for use in recording candidates in subsequent cycles of the screening process after the use of M&McD's equipment in the initial screening cycle.

RENEWAL OPTION

Morris & McDaniel proposes that the City may renew the use of the SOP Process as outlined above for all subsequent years that the City should desire at a cost of \$100,000.00 per year, ~~plus a 3% escalation each year as a safeguard against escalating cost of performance to M&McD,~~ to be paid one-half on the renewal date and one-half no later than six months after the renewal date.

Adam Makarevich

From: Roger McMillin <mcmillinr@morrisandmcdaniel.com>
Sent: Friday, August 04, 2017 11:51 AM
To: Adam Makarevich
Cc: David Morris
Subject: Police Entry Level SOP Contract

Please accept this as our consent to delete the annual 3% escalation clause in the proposed pricing for all option years. We will continue to offer the process at the initial process without escalation.

Roger McMillin, General Counsel